



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

REGULAR SESSION AGENDA TUESDAY, SEPTEMBER 3, 2024 6:00 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

SPECIAL RESOLUTION

1. Resolution 2024-36 Ratification of Election Results

OATH OF OFFICE/SPECIAL PRESENTATIONS

2. Commissioner Frank DiDonato
3. Charter Review Commission Presentation

PROCLAMATIONS

4. National Day of Service and Remembrance

PUBLIC COMMENTS

CONSENT AGENDA

5. Attorney's Fees: Johnson Jackson PLLC Invoices 13338 13434
6. Renewal of EMS and Fire Contracts with Pinellas County
7. Approve Florida Department of Law Enforcement (FDLE) Grant #6N015
8. Increase File No. 240118-N-AS, Single Source Purchase of OVIVO OEM Replacement Parts and Services
9. Award File No. 240098-S-AS, Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment

SPECIAL CONSENT AGENDA

10. Property, Casualty & Workers Compensation Insurance Renewals - FMIT
11. Employee Healthcare Insurance Renewal - The Gehring Group
12. Forward Pinellas Reapportionment Plan
 - a. Approve Interlocal Agreement
 - b. Appointment of Commissioner to Forward Pinellas Seat
13. Discuss and Approve Process for Vacated Mayor Seat

ORDINANCES AND RESOLUTIONS (Public Hearings Begin At 7:30 PM)

14. **Resolution 2024-35: Re-Appointment of Temporary Part-Time Senior Administrator**

15. **Resolution 2024-23:** Site Plan approval for property located at 599 Island Drive (Application 23-156); **Quasi-Judicial**
16. **Resolution 2024-26:** Conditional Use approval for property located at 438 Athens Street (Application 24-48); **Quasi-Judicial**
17. **Resolution 2024-30:** Conditional Use approval and Site Plan approval for property located at 525 Hill Street (Application 24-46); **Quasi-Judicial**
18. **Ordinance 2024-06:** Future Land Use Map Amendment for property located at 42501 U.S. Highway 19 North (Application 22-02); Legislative **(1st Reading)**

BOARD AND STAFF COMMENTS

ADJOURNMENT

RESOLUTION 2024-36

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING AND CONFIRMING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD IN CONJUNCTION WITH PINELLAS COUNTY'S PRIMARY ELECTION ON AUGUST 20, 2024, AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Special Municipal Election of the City of Tarpon Springs held in conjunction with Pinellas County's Primary Election on August 20, 2024, and

WHEREAS, the names of FRANK DiDONATO, and CHRIS HRABOVSKY appeared on the official ballot as candidates for the office of Commissioner Seat 2, and

WHEREAS, the Pinellas County Canvassing Board has validated and confirmed the election returns for each candidate as follows:

COMMISSIONER SEAT 2

FRANK DiDONATO	2,450
CHRIS HRABOVSKY	1,926

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

SECTION 1. The returns and findings of the Pinellas Canvassing Board be, and the same are hereby ratified and confirmed in all respects.

SECTION 2. FRANK DiDONATO is hereby declared to be legally and lawfully elected to the office of Commissioner Seat 2, for the unexpired term until April 7, 2026 commencing September 3, 2024.

SECTION 3. That this Resolution shall take effect immediately upon its adoption.

ORDINANCE NO 2024-

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUBMITTING THE FOLLOWING PROPOSED AMENDMENTS TO THE CITY CHARTER BY THE CHARTER REVISION COMMISSION TO THE ELECTORS OF THE CITY FOR APPROVAL: AN AMENDMENT TO SECTION 3 – LIMITATION OF POWERS; AN AMENDMENT TO SECTION 8 – BOARD OF COMMISSIONERS, COMPOSITIONS AND POWERS; AN AMENDMENT TO SECTION 11 – TERMS OF OFFICE, QUALIFICATIONS, DATE OF ANNUAL ELECTION; AN AMENDMENT TO SECTION 12 - ZONING POWERS; AN AMENDMENT TO SECTION 13 – INTERFERENCE WITH ADMINISTRATION; AN AMENDMENT TO SECTION 14 – INTERNAL AUDITOR; AN AMENDMENT TO SECTION 16 – CITY MANAGER; AN AMENDMENT TO SECTION 20 – RESIDENCY; AN AMENDMENT TO SECTION 23 – GENERAL; AN AMENDMENT TO SECTION 26 – SIDEWALK IMPROVEMENT FUND; AN AMENDMENT TO SECTION 30 – INITIATIVE AND REFERENDUM; AN AMENDMENT TO SECTION 32 – AMENDMENTS; AN AMENDMENT TO SECTION 33 – CITY HOSPITAL; PROVIDING THAT THE CHARTER SHALL BE AMENDED TO INCORPORATE ANY PROPOSED AMENDMENT RECEIVING A MAJORITY VOTE OF THE ELECTORS OF THE CITY IN FAVOR OF SUCH AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.031, Florida Statutes, the Board of Commissioners of the City of Tarpon Springs may by ordinance propose amendments to the City Charter to the electors of the City of Tarpon Springs; and

WHEREAS, pursuant to Section 32 of the City Charter, the Board of Commissioners has appointed a Charter Revision Commission to review the City Charter and to recommend changes to the Charter; and

WHEREAS, the Charter Revision Commission has recommended certain changes to the City Charter; and

WHEREAS, Section 3 of the City Charter presently requires a voter referendum if the City wishes to purchase, sell, exchange, convey, or lease real property in any amount greater than \$350,000.00; and

WHEREAS, real property values have increased since Section 3 of the City Charter was amended; and

WHEREAS, the Charter Revision Commission recommends amending Section 3 of the City Charter to increase the real estate threshold to \$500,000.00, identifying the funding source, to allow the City to operate efficiently and resourcefully when it comes to purchasing, selling, exchanging, conveying, or leasing real property; and

WHEREAS, Section 3 of the City Charter provides for the acquisition by the city of real property under limited circumstances; and

WHEREAS, the Charter Revision Commission recommends adding dredging and spoil sites to the acquisition of real property by the city; and

WHEREAS, the Charter Revision Commission recommends requiring that real property purchased by the City by public referendum or real property which has a value equal to or greater than the maximum value the City may purchase without requiring a referendum, may not be sold, swapped or traded without first receiving approval by public referendum; and

WHEREAS, Section 8 of the City Charter presently lists the composition and powers of the Board of Commissioners; and

WHEREAS, the Charter Revision Commission recommends amending Section 8 of the City Charter to amend the powers, responsibilities, and duties of the Board of Commissioners, to include maintaining a Sustainability Committee, provide for review by the Board of Commissioners of the Charter for funding requirements during the budgeting process, provide for the review by the Board of Commissioners of the Comprehensive Plan in coordination with the State of Florida review cycle, provide for the review of the City's Master and Action Plans and increase the time period for the review of Comprehensive Plan; and

WHEREAS, Section 11 of the City Charter presently deals with the terms of office, qualifications, and date of annual elections; and

WHEREAS, the Charter Revision Commission recommends amending Section 11 of the City Charter to extend the qualifying time and provide additional notice of elections to residents; and

WHEREAS, Section 12 of the City Charter provides for zoning powers; and

WHEREAS, the Charter Revision Commission recommends removing superfluous language contained in Section 12; and

WHEREAS, Section 14 of the City Charter does not include legal review of non-compliance issues; and

WHEREAS, the Charter Revision Commission recommends amending the language in Section 14 of the City Charter to include legal review of any non-compliance issues; and

WHEREAS, Section 16 of the City Charter presently does not provide for an Assistant City Manager nor is there a provision prioritizing capital improvement programs by the city manager; and

WHEREAS, the Charter Revision Commission recommends amending the language in Section 16 of the City Charter to clearly state that the City Manager shall prioritize capital improvement programs and appoint an Assistant City Manager; and

WHEREAS, Section 20 of the City Charter presently requires numerous employees to reside within City limits; and

WHEREAS, the Charter Revision Commission believes that certain critical employees should reside within the City limits however, the current residency requirement may be difficult to satisfy and may stifle the City from attracting high-caliber, quality, and valuable employees that may be averse to displacing their families based on the present residency requirement of Section 20 of the City Charter; and

WHEREAS, the Charter Revision Commission recommends amending Section 20 of the City Charter regarding residency requirements so that the positions of City Manager, Assistant City Manager, Fire Chief and Police Chief, which are of such vital importance to the City, should live in the same community that they work in, and should therefore should be subject to the residency requirement; and

WHEREAS, the Charter Revision Commission recommends amending the language of Section 20 of the City Charter to allow Department Heads and Directors to live within a reasonable distance of City Hall; and

WHEREAS, Section 23 of the City Charter presently allows the City Manager to expend up to \$25,000.00 for budgeted goods or services City goods or services without going to competitive bid; and

WHEREAS, the Charter Revision Commission recommends amending the language of Section 23 of the City Charter to increase the expenditure for budgeted goods or services up to \$50,000.00 without going to competitive bids but following state statute; and

WHEREAS, Section 26 does not provide for a sidewalk improvement plan and contains insufficient annual funding; and

WHEREAS, the Charter Revision Commission recommends amending the language of Section 26 of the City Charter to provide for the adoption of a sidewalk improvement plan and an increase in fiscal expenditures; and

WHEREAS, Section 30 of the City Charter requires 15 percent of the qualified registered electors for an initiative ordinance or referendum and that the election be held within 90 days from the date of filing the initiative ordinance or referendum or as soon thereafter; and

WHEREAS, the Charter Revision Commission recommends amending the language of Section 30 of the City Charter to provide for 10 percent of the qualified registered electors for an initiative ordinance or referendum and that the election be held in conjunction with the next scheduled city or county election; and

WHEREAS, Section 32 of the City Charter language needs clarification; and

WHEREAS, the Charter Revision Commission recommends amending the language in Section 32 of the City Charter to clarify the Charter Revision Commission process; and

WHEREAS, Section 33 of the City Charter presently references the city hospital as Tarpon Springs General Hospital; and

WHEREAS, the city hospital is leased to Tarpon Springs Hospital Foundation Inc.; and

WHEREAS, the Charter Revision Commission recommends amending the language of Section 33 of the City Charter to change the name in the Charter to reflect the accurate name of the Lessee on the lease of the city owned hospital property and that any subsequent leases or agreements with the hospital involve only city owned property; and

WHEREAS, Section 32 of the City Charter requires the Board of Commissioners to submit changes to the Charter suggested by the Charter Revision Commission to the electors of the City of Tarpon Springs;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The following proposed amendments to the City Charter of the City of Tarpon Springs shall be submitted to the electors of the City in an election to be held March 11, 2025, held in conjunction with the City General Elections. In the event that a proposed amendment to the Charter is approved by a majority of the voters at such election, the Charter shall be amended accordingly, and the amendment shall be effective as of the date the results of the election are certified.

Section 2. Proposed amendment to Section 3(h) of the City Charter to increase the limitation threshold on the purchase, sale, exchange, conveyance or leasing of real property and to include dredge and spoil sites under the power of eminent domain by the City:

Section 3. - Limitation of powers.

The terms for the purchase of real property, the sale, exchange, conveyance or leasing for a period greater than ten years of real property, or any interest therein, however such property is acquired or the execution of any contract by the city for a period greater than ten years, shall be ratified by a majority of the electorate voting at a referendum thereon before such shall be effective. Provided, however, that such limitation shall not apply to:

(a) The acquisition by the city of real property by lien foreclosure, the sale of real property acquired by the city through lien foreclosure if the price thereof is for no less than its appraised value or such property is conveyed to a charitable organization at less than appraised value for a public purpose if such charitable organization is tax exempt under the federal tax laws and such conveyance is subject to a reversionary clause appropriate for the purpose sold. A sale or conveyance for less than appraised value shall

be approved only upon the affirmative vote of four members of the board of commissioners approving such transaction; or

(b) The acquisition by the city of real property under the power of eminent domain, exclusively for water and sewer utility easements, public rights-of-way, public parking, storm drainage improvements and dredge and spoil sites; or

(c) The vacation of rights-of-way or other easements by ordinance after public hearing; or

(d) The purchase, sale or exchange or leasing of real property in which all other parties thereto are governmental agencies; or

(e) The issuance of industrial revenue bonds or other revenue bonds which refinance no more than the principal balance of such bonds then outstanding, together with the cost of accumulated interest and the reasonable cost of refinancing; or

(f) Telecommunication, electric, natural gas and community antenna television franchise agreements, or other franchise agreements with public or private utilities; or

(g) Leases of personal property not to exceed ten years; or

(h) The purchase, sale, exchange, conveyance or leasing of real property or any interest therein, excluding parks, recreation, and waterfront property, except for their purchase, for a sum less than \$500,000.00 which is approved by the affirmative vote of four members of the board of commissioners. The board of commissioner(s) will identify funding source, adopt sale, purchase, conveyance and leasing procedures by ordinance to govern this paragraph.

(i) Real property purchased by the City by public referendum or real property which has a value equal to or greater than the maximum value the City may purchase without requiring a referendum, may not be sold, swapped or traded without first receiving approval by a public referendum.

Section 3. Proposed amendment to Section 8 of the City Charter to clarify and enumerate the responsibilities and powers of the Board of Commissioners:

Section 8. - Board of commissioners, composition, duties, responsibilities, and powers.

The government of the city shall be vested in a board of commissioners to consist of five members, one of whom shall be the mayor and such other officers and boards as may be appointed or elected in pursuance of law. All officers and employees of the city shall perform such duties and receive such compensation as may be prescribed by the board of commissioners, which ~~are~~ is not inconsistent with law.

The board of commissioners shall have the following duties, responsibilities and powers:

- a. To establish dates and times for meetings and to meet in regular sessions on at least two occasions per month to listen to and address concerns, ideas, and goals of citizens, businesses, community groups, and staff.
- b. To adopt written rules of procedure for all meetings.
- c. To set the local millage rate as prescribed by law.
- d. To adopt a City budget as prescribed by law in conjunction with reviewing the Charter for funding requirements.
- e. To conduct a public hearing at the beginning of each budget cycle, no later than June 30th, to obtain public input on budget priorities.
- f. To set zoning and land use policy.
- g. To act as the Community Redevelopment Agency Board.
- h. To appoint a Sustainability Committee to implement the Sustainability Plan and recommend changes to the Board of Commissioners.
- i. ~~To review and update, every three fiscal years beginning October 1, 2020 all elements of the Comprehensive Plan in addition to all implementation master plans in existence currently or in the future.~~ As a result of the effects of population growth, environmental changes and impacts, including the introduction of invasive species, the City of Tarpon Springs shall maintain a Sustainability Plan and committee which shall provide for the improvement and maintenance of the environmental, social and economic vitality of the City of Tarpon Springs and allocate adequate resources to implement the plan.
- j. To review and update the Comprehensive Plan in coordination with the state required Evaluation and Appraisal review cycle. Conduct an interim review of the City's Comprehensive Plan at the mid-point of the state mandated Evaluation and Appraisal cycle.
- k. To review, update, retire, abandon or deem completed all City Master and Action Plans, every five fiscal years beginning October 1, 2024.
- l. To review and update, every ~~three~~five fiscal years beginning October 1, 2023~~4~~, a Citywide Strategic Plan. The Strategic Plan shall be implemented and utilized for creating city policy, budgeting and capital project planning, consistent with its mission statement, core values, and vision statement.

- m. To create, alter, or abolish departments, boards, commissions, committees, offices, and agencies other than those specifically established by this Charter. All appointive officers and boards shall serve at the pleasure of the board of commissioners. The board of commissioners may appoint any city resident to serve on one permanent board or committee, and such other boards and committees having duration of less than one year, so long as no person shall simultaneously serve on two boards or committees addressing the same issue. Only city residents may serve on city boards, committees, or other such bodies designated or appointed to perform some service or function.
- n. To maintain and update essential city departments' Continuity of Government Plan each April, beginning in 2020. Each essential city department Continuity Plan must be able to be implemented within 12 hours of a declared emergency.
- o. To preserve and maintain all City-owned ~~p~~ Park, recreation, and waterfront property. No park, recreation, or waterfront property, or a ~~portioned~~ portion thereof owned by the City may be sold, or donated, without specific authorization by a majority vote in a City-wide referendum. The board of commissioners, by ordinance, may change the use, including the elimination of greenspace, of any city park, or portion thereof, only after an affirmative vote of four members of the board of commissioners, after three public meetings. The board of commissioners may allow on such property special events as defined and provided by ordinance.
- p. To improve, maintain, repair, clean, and light alleys, walkways and public sidewalks.
- q. To evaluate the performance of charter officers, during the month of August of each fiscal year, beginning in the fiscal year of 2020, at which time the board of commissioners shall submit individual written evaluations based on the standard format adopted by the board of commissioners to the director of human resources.
- r. To pass all ordinances and resolutions necessary for the health, convenience, safety and general welfare of its residents and to carry out the full intent and meaning of this Charter as fully as if specifically authorized.
- s. At least once every five years, beginning in fiscal year 2021, the board of commissioners shall review the city ordinances, exclusive of the City Charter, the Land Development Code, and the Special Area Plan; for purposes of determining their legality or obsolescence.

- t. To improve and maintain the navigation of the Anclote River and city bayous in accordance with this section:
1. The board of commissioners by resolution, shall report to the United States Army Corps of Engineers when such conditions exist that require maintenance of the Anclote River Federal Channel, or any portion thereof.
 2. Recreational boating access to and between the Anclote River, its estuaries, and the city bayous shall be provided by maintaining a safe navigational depth as determined by the city, state regulatory agencies, and the United States Army Corps of Engineers, of the City's historically established local channels and cuts.
 3. The city shall maintain a navigation chart of the local channels and cuts and a bathymetric survey shall be done at least every five years of those navigational areas, beginning fiscal year 2021. The bathymetric survey shall be presented at a board of commissioners meeting. The bathymetric survey, any analysis of the survey, the minutes of the board of commissioner's meeting when the survey was discussed and a letter of recommendation from the board of commissioners will be transmitted to the County Administrator of Pinellas County and all appropriate state agencies.

Section 4. Proposed amendment to Section 11(a) of the City Charter to extend the qualifying time for the office of city commissioner and providing for additional notification to qualify for the election for city commissioner:

Section 11. - Terms of office, qualifications, date of annual election.

(a) The municipal election to select the board of commissioners shall be held on the second Tuesday in March. All elections shall be conducted on a nonpartisan basis without regard for the political party affiliation of any party. Candidates for the office of city commissioner shall qualify for a single specific seat. The qualifying time for the office of city commissioner shall be thirty (30) days. A notice, by First Class mail, shall be sent to all City registered voters thirty (30) days prior to the qualifying time identifying all Commission seats open for election and indicating who currently holds the seat and their eligibility for reelection. The information shall also be posted on the City's social media site and announced in a Press Release. The candidate receiving the greatest number of votes for the office of mayor, and for each respective seat, shall be declared elected, if otherwise qualified.

(b) No person shall be a candidate for the office of mayor or commissioner until such person has paid a qualification fee of \$25.00 and has been requested to be a candidate for such office by at least 25 qualified electors. Such a person shall be a registered voter and shall have been a continuous resident of the city for at least one year prior to the final day for qualifying for such office. Each newly elected officer shall assume their office at the first regular meeting of the board of commissioners in April following the election, and shall accept the following oath:

"I do solemnly swear or affirm that I will support, protect, and uphold the Constitution of the United States and of the State of Florida, and the Charter and Laws of the City of Tarpon Springs; that I am duly qualified to hold the office of (title of office); that I will faithfully perform the duties of that office on which I am now about to enter."

(c) The term of office for the mayor and commissioners shall be three years. No person shall be eligible to hold the office of mayor or commissioner, or both, for more than two consecutive full terms. If any mayor or commissioner ~~be~~ is appointed to such office as provided herein, such person may be a candidate for such office for two consecutive terms. Thereafter, such person shall not be a candidate for either such office for a period of one year. If any mayor or commissioner is elected to complete a portion of a term, such person may only be eligible for such office for one consecutive term.

(d) In the event that any mayor or commissioner dies, resigns, ceases to be qualified for the office or is removed from office in any manner prescribed by law, that office shall become vacant. If there is a vacancy in the office of mayor or commissioner, the board of commissioners by majority vote shall, within 60 days of such vacancy appoint a qualified person to serve the vacated office until the next regular city or county election. At such an election, a qualified person shall be elected to serve the remaining term of the vacated office. Should the board of commissioners fail to fill the vacancy within 60 days, the governor shall appoint a qualified person to fill the vacated office. In the event that there shall be a simultaneous vacancy of three or more members of the board of commissioners, the governor shall appoint successors to fill the remaining terms of such vacancies or until such time as successors thereof are elected.

(e) The board of commissioners shall judge the qualifications, election, and returns of its own members, and shall prescribe rules for the determination for contested or tied elections. Any mayor or commissioner who ~~shall~~ misses two regular meetings in succession shall be deemed to have resigned from such office, unless such absence is excused by the board of commissioners. The procedure for the recall of a mayor or commissioner shall be according to the provisions of Section 100.361, Florida Statutes.

Section 5. Proposed amendment to Section 12 of the City Charter dealing with zoning powers to remove superfluous language:

Section 12. Zoning powers.

The board of commissioners shall have all powers concerning land use as may be prescribed by general law. Provided, however, that the board of commissioners shall appoint a board of adjustment to be composed of five members, and two alternates, who shall vote in the absence of a regular member, to hear and decide appeals solely from administrative staff decisions ~~for special exceptions~~ and for variances to zoning and land use regulations of the City. Any person aggrieved by a decision of the board of adjustment may present a petition to a court of competent jurisdiction setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality, within 30 days of the decision of the board of adjustment. The board of commissioners shall appoint a planning and zoning commission to advise the board of commissioners on issues concerning land use and such other powers as may be provided by law.

Section 6. Proposed amendment to Section 14 of the City Charter to require the internal auditor to notify the City Attorney of all non-compliance issues:

Section 14. - Internal auditor.

The board of commissioners shall appoint an internal auditor who shall serve at the pleasure of the board of commissioners and who shall perform such duties and functions as the board of commissioners may direct, including but not limited to the following:

- (a) Audits of all departments for compliance with city written policies and procedures, federal, state, and local laws, and maintain compliance as may be required by the state Auditor-General;
- (b) Develop and maintain an internal audit manual, outlining the objectives and procedures of the position;
- (c) Prepare an annual internal audit calendar;
- (d) Review all revenue sources and monitor payments to and from the city;
- (e) Review utility billing calculations, city receipts, and disbursements for accuracy;
- (f) Review the means for verifying and safeguarding all city assets;
- (g) Recommend and assist in improvements of controls to assure compliance with all applicable laws and regulations;
- (h) Perform special examinations, prepare studies, and report as directed by the Board of Commissioners;
- (i) Through audits, recommend improvements to ensure city resources are being used economically and efficiently. Report all findings or non-compliance issues to the City

Manager and the City Attorney to review before being provided to the Board of Commissioners.

The internal auditor shall be a charter officer and a full-time employee of the city, and shall be exempt from civil service.

Section 7. Proposed amendment to Section 16 of the City Charter to notify the City Manager to prioritize capital improvement programs and select an assistant city manager:

Section 16. - City manager; acting city manager and assistant city manager.

[(1) City manager.] There shall be a city manager who shall be appointed by, and serve at the pleasure of and under the direct supervision of, the board of commissioners. The city manager shall be the chief administrative officer of the city and shall have the power to execute the laws and administer the government of the city. The city manager shall be responsible to the board of commissioners for the proper administration of all affairs of the city and to that end shall have the rights, powers and duties necessary and proper to the enforcement thereof. The city manager shall not simultaneously serve as city clerk/collector. In the event of involuntary termination, the city manager shall not be entitled to more than three months' severance pay, payable monthly during the period that such person is not gainfully employed, together with accrued vacation pay.

The powers and duties of the city manager shall include the following:

(f.) Prepare and submit the annual budget, budget message, and prioritizing capital improvement program to the board of commissioners in a form provided by ordinance or by law;

(g.) Keep the board of commissioners fully advised as to the financial condition and future needs of the city, prioritizing future capital improvement programs, and make such recommendations to the board of commissioners concerning the affairs of the city;

[(2) Acting city manager.] The city manager shall designate in writing, subject to approval of the board of commissioners, a qualified city administrative officer to exercise the powers and perform the duties of city manager during any temporary absence or disability. During such absence or disability, the board of commissioners may revoke such designation at any time and appoint another officer of the city to serve until the city manager shall return or the disability shall cease.

[(3) Assistant city manager.] The city manager shall appoint, in writing, an assistant city manager, subject to the approval of the board of commissioners. The assistant city manager shall be appointed solely on their executive and administrative qualifications. The assistant city manager is subject to the same residency requirements as the city manager. The duties of the assistant manager shall be assigned by the city manager but shall include the exercise of the powers and performance duties of the city manager during the city manager's absence from the city. The assistant city manager shall serve as the acting city manager.

Section 8. Proposed amendment to Section 20 of the City Charter to require the City Manager, Assistant City Manager, Fire Chief and Police Chief to reside within the City's planning boundary and to require Department Heads and Directors to live within ten (10) miles of City Hall with exceptions for current Department Heads and Directors:

Section 20. - Residency.

The city manager, the assistant city manager, city clerk, administrative services director, fire chief, police chief, public services director, development director, and planning and zoning director shall establish permanent legal residency within the city within one year after appointment. Provided, however, that this provision shall not apply to such employees employed prior to March 14, 2020, even if such employee is appointed to any such position listed above, nor to temporary employees or to temporarily appointed officials. Any person required to establish residency within the city pursuant to this Section upon relocation of such person's legal residence, shall be required to reside within the limits of the city. The board of commissioners may excuse the residency requirement for such time periods, no one time period to exceed one year, as it deems appropriate in the best interest of the city.

The City Manager, Assistant City Manager, Fire Chief and Police Chief are required to reside within the city limits as defined by the City's planning boundary (North: Pasco County border, South: Klosterman Road, East: East Lake Road). Established City employees who are promoted to one of the positions above do not have to meet the residency requirements unless they change their residence during their employment in the positions above.

All Department Heads and Directors, who are not listed above, are required to live within ten (10) miles of the Tarpon Springs City Hall. Established City employees who are promoted to Department Head or Director do not have to meet this residency requirement unless they change their residency during their employment as a Department Head or Director. If the Department Heads or Directors change their residency they must reside within ten (10) miles of the Tarpon Springs City Hall.

Section 9. Proposed amendment to Section 23 of the City Charter to increase the authority to expend budgeted funds for budgeted goods or services without competitive bidding:

Section 23. - General.

The city manager shall not be authorized to transfer funds between departments nor borrow from one fund to benefit another fund, without the prior consent of the board of commissioners. Except as provided in Section 24, the City Manager is authorized to expend up to ~~\$25,000.00~~ \$50,000.00 for budgeted goods or services without competitive bidding. All purchases of ~~\$25,000.00~~ \$50,000.00 or more, ~~for which bids are required~~ according to state statute, shall be awarded upon an open, competitive, and sealed bid basis, by advertising on at least one occasion in a newspaper of general circulation, with at least ten days between

publication and bid opening or other means of advertising as deemed appropriate by the board of commissioners. The most responsible bid shall be accepted by the board of commissioners; and signed by the mayor or city manager and attested by the city clerk and collector. Any such instrument otherwise executed shall be void and of no legal effect. If no bids are received, the board of commissioners may award the contract without bid.

~~Monthly financial statements shall be made available in the office of the city clerk and collector, and quarterly financial statements shall be made available in the public library~~

Section 10. Proposed amendment to Section 26 of the City Charter to provide for the adoption of a sidewalk improvement plan and increase the budgeted funds

~~The street and sidewalk improvement investment fund shall be renamed the sidewalk improvement fund.~~ The balance and interest in such a fund shall be used solely for sidewalk improvements, repairs or extensions within existing roadways of the City, in accordance with the provisions of this Section. Such funds shall only be invested in compliance with Chapter 218, Florida Statutes. The City shall adopt a sidewalk improvement plan by 2027.

The board of commissioners, by resolution, may direct the withdrawal and use of the balance of the fund provided that:

- ~~—The amount withdrawn from the fund is less than or equal to the amount appropriated in the City's Capital Improvement Program Budget for sidewalk improvements;~~ The City shall appropriate a minimum of \$100,000.00, per year from the general fund to be expended on sidewalk improvements during the fiscal year the funds are budgeted;
- ~~—The amount withdrawn does not exceed \$100,000.00, per fiscal year;~~
The City may withdraw up to \$300,000.00 per year from the sidewalk improvement fund until the fund is depleted.
- The proceeds from this fund shall not be used for sidewalks along roadways, or roadway extensions, whether commercial or residential, where roadways or roadway extensions are not physically in existence at the time of the adoption of this section.

Section 11. Proposed amendment to Section 30 of the City Charter to amend the percentage of verified signatures for initiatives and referendums and establishing a new date for a referendum election:

Section 30. Initiative and referendum

The electorate shall have the power of initiative to propose ordinances to the board of commissioners and the power of referendum to require the reconsideration by the electorate of any adopted ordinance. Such powers shall be commenced by the petition addressed to the board of commissioners which contains the verified signatures of at least ~~15~~10 percent of the qualified electors registered to vote at the last regular municipal election. All petitions shall be filed with the city clerk, along with the affidavit of five qualified voters supporting such petitions, which voters shall constitute the petitioners' committee. If the city clerk finds the petitions do not comply with the above requirements, the city clerk shall notify such committee within 48 hours of the particulars of such deficiency.

Such referendum election shall be held ~~90 days from the date of filing thereof, or as soon thereafter as the supervisor of elections shall permit.~~ at the next city or county election. If conflicting ordinances are approved at the same election, that ordinance receiving the greater number of affirmative votes shall prevail to the extent of such conflict.

Section 12. Proposed amendment to Section 32 of the City Charter to clarify language to this section.

Section 32. - Amendments.

This Charter may be amended as provided by Section 166.031, Florida Statutes. The board of commissioners shall appoint a charter revision commission at least every five years to review the provisions hereof and to recommend any changes ~~in~~ to this Charter. Upon request by the board of commissioners, the most recent charter revision commission shall be reconvened in order to render an advisory opinion regarding any interpretation of this Charter.

Such commission shall be composed of seven members, and the affirmative vote of four such members shall be required to propose any change to this Charter. Such commission shall receive comments from the board of commissioners, Charter officials, and the public, and shall then transmit proposed Charter amendments, in ordinance form, to the board of commissioners, for further comment. The board of commissioners shall, within 30 days, return the proposed amendments to the charter revision commission, with its recommended proposals. After review thereof, the charter revision commission shall make its own final report to the board of commissioners, in ordinance form, which shall be adopted verbatim by the board of commissioners. The board of commissioners shall, within 120 days ~~from~~ of such final report, hold an election on the ~~recommended proposals~~ proposed Charter revisions. In the same election, the board of commissioners may sponsor its own proposals, and also ~~including~~ include public initiative proposals. The referendum summary shall advise the public as to whether the proposal is sponsored by the charter revision commission, by the board of commissioners, or by public initiative. In the event of any conflict among proposals, that proposal receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 13. Proposed amendment to Section 33 of the City Charter to update the name of the Leasee of the City hospital to Tarpon Springs Hospital Foundation, Inc. and to clarify that

future leases and amendments to leases or articles of incorporation shall only involve city owned property:

Section 33. - City hospital.

The board of commissioners shall require in all leases of the city owned hospital property leased by Tarpon Springs Hospital Foundation, Inc. ~~that: now known as Advent Health North Pinellas,~~

(a) ~~Advent Health North Pinellas~~ Tarpon Springs Hospital Foundation, Inc., and all its successors and assigns, may not unilaterally amend its articles of incorporation without the ratification of the electorate of the City, and

(b) This Section shall be required to be referenced in any lease or agreement between ~~Advent Health North Pinellas~~ Tarpon Springs Hospital Foundation, Inc., and all its successors and assigns, of ~~the~~ city owned property and any third party.

Section 15. This Ordinance shall be effective immediately upon its final passage and adoption; provided, however; that the sections hereof shall not be individually effective until such is approved by a majority vote of the electors voting in an election to be held on March 11, 2025, held in conjunction with the City's General Election and upon being filed with the Secretary of State. In the event that any such referendum question shall be defeated, then the applicable provisions of this Ordinance shall be of no further force or effect.

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Patriot Day, officially known as National Day of Service and Remembrance, is observed every September 11th in honor of the individuals who lost their lives as a result of terrorist attacks on September 11, 2001; and

WHEREAS, each year on this date, we remember all the heroes and the bravery shown that day, just as we remember how we came together, united in grief and in purpose; and

WHEREAS, we renew our solemn vow to never forget what happened on September 11, 2001, or those who lost their lives that day; and

WHEREAS, on Patriot Day and National Day of Service and Remembrance, we honor every life that was taken too soon. We honor the first responders; firefighters, law enforcement officers, emergency workers, and service members who answered the call of duty, and the brave civilians who rushed into action to save lives that day; and

WHEREAS, the City of Tarpon Springs recognizes September 11th as a day of remembrance to honor the memory of the individuals who lost their lives and those who united in response to the tragedy.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Acting Mayor of the City of Tarpon Springs, Florida, do hereby proclaim September 11, 2024, as

National Day of Service and Remembrance

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 3rd day of September 2024.

City Clerk & Collector

Acting Mayor

INVOICE

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

Invoice #: 13338
Date: 08-08-2024
Due On: 09-08-2024

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

Matter Number:0010.0019 City of Tarpon Springs, Rankine, Kimberly

amh
8-15-2024

Services

Date	TK	Description	Hours	Rate	Total
07-01-24	EGJ	Review correspondence from FCHR regarding mediation; review and return agreement to FCHR	0.20	225.00	\$45.00
07-01-24	MH M	Review incoming correspondence regarding mediation.	0.10	225.00	\$22.50
07-01-24	MH M	Review Charge of Discrimination and documents to prepare for Mediation.	0.70	225.00	\$157.50
07-01-24	MH M	Draft timeline and summary of claims to prepare for mediation.	0.50	225.00	\$112.50
07-19-24	EGJ	Exchange correspondence with Pinellas County Office of Human Relations regarding mediation	0.20	225.00	\$45.00
07-31-24	EGJ	Phone conference with Jane Kniffen regarding mediation	0.10	225.00	\$22.50
Services Subtotal: \$405.00					

Expenses

06-30-24	EGJ	6/30/24 - 2 Advanced Person Searches	1.00	14.10	\$14.10
06-30-24	EGJ	6/30/2024 - Advanced Search Comprehensive Report	1.00	20.14	\$20.14
Expenses Subtotal: \$34.24					

Subtotal:	\$439.24
Total Invoice Due:	\$439.24
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

Invoice #: 13434
Date: 08-08-2024
Due On: 09-08-2024

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

Matter Number:0010.0001 City of Tarpon Springs/General

amjh
8-15-2024

Services

Date	TK	Description	Hours	Rate	Total
07-01-24	MVB	Draft position statement.	1.50	225.00	\$337.50
07-02-24	MVB	Continue drafting position statement.	2.00	225.00	\$450.00
07-05-24	KSH	Telephone conference with Jane Kniffen's office regarding documents.	0.10	100.00	\$10.00
07-08-24	MVB	Draft request for extension to position statement.	0.30	225.00	\$67.50
07-08-24	KSH	Review, organize and analyze documents from client.	3.80	100.00	\$380.00
07-08-24	MVB	Begin initial review of requested documents in preparation of position statement.	2.10	225.00	\$472.50
07-08-24	MVB	Continue outline and draft of position statement based on investigative report.	1.80	225.00	\$405.00
07-09-24	MVB	Update timeline of events and relevant witnesses upon review of new documents received from client.	3.50	225.00	\$787.50
07-09-24	MVB	Review and analyze relevant information from personnel files in order to develop understanding of performance, issues, and previous employment of key individuals.	1.80	225.00	\$405.00
07-09-24	KSH	Review and analyze emails and attachments received from client.	2.30	100.00	\$230.00
07-10-24	MVB	Review and analyze documents provided and continue to update timeline of events and witness information.	1.70	225.00	\$382.50

07-10-24	MVB	Analyze and develop strategy for next steps in requests for emails and attachments from client for purposes of discovery.	0.90	225.00	\$202.50
07-10-24	KSH	Prepare conversion of emails, analyze and review attachments received from client.	3.60	100.00	\$360.00
07-11-24	MVB	Prepare witness outline, including relevant timeline, essential duties, training received, complaints and performance reviews for aid in discovery and position statement.	1.60	225.00	\$360.00
07-11-24	MVB	Review and analyze emails provided in which training and attachment of "how-to's" is evident.	1.10	225.00	\$247.50
07-11-24	KSH	Review and analyze new emails with attachments from client.	2.10	100.00	\$210.00
07-15-24	EGJ	Phone conference with Jane Kniffen regarding charge of discrimination	0.20	225.00	\$45.00
07-16-24	MVB	Draft position statement.	0.90	225.00	\$202.50
07-16-24	MVB	Continue to draft position statement.	1.00	225.00	\$225.00
07-18-24	EGJ	Phone conference with Jane Kniffen regarding contracts matter; review contract	0.40	225.00	\$90.00
07-18-24	MVB	Draft position statement.	3.50	225.00	\$787.50
07-18-24	MVB	Draft position statement, specifically focusing on developing employment history and timeline of events.	2.60	225.00	\$585.00
07-19-24	MVB	Draft summary for administrative agency	2.10	225.00	\$472.50
07-19-24	MVB	Continue to draft Employment Background section of Position statement.	3.20	225.00	\$720.00
07-22-24	MVB	Revise summary for administrative agency.	0.50	225.00	\$112.50
07-22-24	MHM	Revise Employee Agreement. Review past Employee Agreement's and update Agreement based on Charter updates and general provisions for prospective position.	2.00	225.00	\$450.00
07-22-24	EGJ	Review and analyze employment contract terms	0.80	225.00	\$180.00
07-23-24	MVB	Draft and revise administrative summary.	2.90	225.00	\$652.50
07-23-24	MHM	Draft provisions and revise Employment Agreement for a city employment contract.	2.50	225.00	\$562.50
07-23-24	EGJ	Phone conference with Jane Kniffen and Paul Smith regarding employment contract; analyze case law and waiver of prospective claims	1.00	225.00	\$225.00
07-23-24	MHM	Research necessary provisions and conditions of ADA and ADEA waiver for an executive level Employment Agreement.	0.40	225.00	\$90.00

07-24-24	MVB	Draft and revise factual background and analysis for administrative agency.	3.10	225.00	\$697.50
07-24-24	MVB	Review and determine exhibits for summary for administrative agency.	2.20	225.00	\$495.00
07-24-24	EGJ	Review correspondence and attachments from Jane Kniffen; analyze contract term and research issues related to various employment concerns related to separation of employment and manner of appeal	1.60	225.00	\$360.00
07-24-24	EGJ	Review correspondence from Planning & Zoning Board member	0.10	225.00	\$22.50
07-25-24	EGJ	Review contracts and correspondence from Jane Kniffen; analyze regulations as it relates to terms contained in contracts	0.80	225.00	\$180.00
07-26-24	EGJ	Prepare and revise Employment Agreement; phone conference with Jane Kniffen regarding Employment Agreement	3.40	225.00	\$765.00
07-29-24	MVB	Continue to prepare and update timeline of events for use throughout litigation.	2.70	225.00	\$607.50
07-29-24	EGJ	Prepare response to administrative claim; analyze claim	2.40	225.00	\$540.00
07-29-24	EGJ	Phone conference with Andy Dickman; review correspondence from Andy Dickman; phone conference with Jane Kniffen	0.20	225.00	\$45.00
07-30-24	MVB	Review emails sent with attachments for relevance for purposes of including in administrative summary.	0.90	225.00	\$202.50
07-30-24	MVB	Finalize timeline of events.	1.60	225.00	\$360.00
07-30-24	MVB	Review and analyze docket and additional Complaints and exhibits filed for potential discovery purposes.	0.80	225.00	\$180.00
07-30-24	KSH	Review court dockets on other cases filed by Plaintiff.	0.50	100.00	\$50.00
07-31-24	EGJ	Review revised City Manager Contract; prepare correspondence to Jane Kniffen, Mr. Rudd, and Mark LeCouris	0.50	225.00	\$112.50
07-31-24	EGJ	Phone conference with Jane Kniffen regarding contract for City Manager	0.20	225.00	\$45.00
07-31-24	EGJ	Follow up phone call with Jane Kniffen following receipt of email from Mr. Rudd regarding contract terms	0.20	225.00	\$45.00
07-31-24	EGJ	Review correspondence from Mr. Rudd and Jane Kniffen regarding contract terms for City Manager Employment Agreement; analyze requests related to reimbursements	0.30	225.00	\$67.50
07-31-24	ATG	Drafted employment agreement for City Manager.	1.90	225.00	\$427.50
Services Subtotal:					\$15,910.00

Expenses

07-31-24	7/31 - Westlaw Research	1.00	113.19	\$113.19
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Expenses Subtotal: \$113.19

Subtotal:	\$16,023.19
Total Invoice Due:	\$16,023.19
Payment	\$0.00

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



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: Board of Commissioners
Through: Mark LeCouris, City Manager
From: Scott Young, Fire Chief *SA*
Date: September 3, 2024
Re: Renewal of EMS and Fire Contracts with Pinellas County

Recommendation:

Renew the Emergency Medical Services ALS First Responder Agreement and the Fire Protection Agreement between Pinellas County and the City of Tarpon Springs.

Background:

The initial terms of these agreements shall be for five (5) years commencing October 1, 2024, and ending midnight September 30, 2029. These agreements may be extended for an additional five (5) years following the initial term, provided that the parties mutually agree in writing to such extension.

1. ALS First Responder Agreement:

The Authority (County) has contracted with various municipalities and independent special fire districts in the county to provide EMS services pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, and provide funding to municipalities for EMS Services.

2. Fire Protection Services Agreement:

The purpose of this agreement is to define the obligations and responsibilities of the parties with respect to the provisions of Fire Protection Services in the unincorporated areas of the County.

Both agreements have been reviewed by the City Attorney and are before you for approval.

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

CITY OF TARPON SPRINGS

October 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this _____ day of _____, 2024, between the CITY OF TARPON SPRINGS, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

- Appendix A.** ALS First Responder Profile
- Appendix B.** ALS First Responder Contractors
- Appendix C.** EMS Equipment
- Appendix D.** EMS Financial Information Attestation Form
- Appendix E.** Instructor Reimbursement Form
- Appendix F.** EMS Coordinator Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II **DEFINITIONS**

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Advanced Practice Paramedic” or “APP” means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.

“Caller” means a person accessing the response system by telephone.

“Condition 1” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“Condition 3 Medical” or “Condition 3M” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“CME Instructor” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“Contractor” means any one of the entities described on Appendix B.

“Contractor Funded Unit” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

- “County”** means Pinellas County, Florida, a political subdivision of the State of Florida.
- “County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.
- “Course”** means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.
- “Department”** means the State of Florida Department of Health.
- “Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.
- “Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.
- “Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.
- “EMS Advisory Council”** means the advisory board established by the Special Act.
- “EMS Districts”** means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.
- “EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.
- “EMS Equipment”** means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.
- “EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.
- “Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

“Medic Unit” means a non-Transport capable ALS First Responder Unit.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Rescue Unit” means a transport capable ALS First Responder Unit.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Traffic Preemption System” means a comprehensive system provided by the Authority

that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

“Transport” means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III

REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment.** Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. EMERGENCY ASSISTANCE

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

Contractor agrees to comply with HIPAA regulations regarding storage and transmission of protected health information, as well as keep on file and adhere to a valid Business Associate Agreement between the Parties. Specifically, Contractor agrees to follow the ALS First Responder Business Associate Agreement executed between the City of Tarpons Springs and the Pinellas County Emergency Medical Services Authority on March 18, 2015, or any subsequent superseding agreement. Please see BAA attached at the end of document as Appendix G.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor

shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or

public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS).

Contractor shall ensure all Personnel that have access to the CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level 2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to CAD and the information contained within are strictly followed.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio

equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which

equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. TRAFFIC PREEMPTION: Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be

required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.
- (d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.
- (b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (c) The Authority shall be endorsed to the required policy or policies as an

additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

Authority is not liable for the causes of action arising out of the negligence of the Contractor, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2024–2025.** Authority and Contractor have agreed to an amount reflecting Contractor’s submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2025–2026 through FY2029-2030.**
Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority’s review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.**
Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority’s annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

(d) **Rescue Unit Transport Compensation.**
Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) **Unit Hours.** Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority's discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services. Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor Resolution approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning

Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) Reimbursement for CME Instructors. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the

Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority

shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) **Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no

payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER

UNIT. In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be affected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion.

Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate

on the last day of current Fiscal Year.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2029, which is subject to Authority, City Council or District approval prior to September 30, 2029. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within

twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor's EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint

(including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority:	Executive Director, Pinellas County EMS Authority Pinellas County EMS & Fire Administration 12490 Ulmerton Road – Suite 134 Largo, Florida 33774
If to Contractor:	See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement,

unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third

person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF TARPON SPRINGS, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to Form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A

ALS First Responder Profile

Contractor	Tarpon Springs
EMS District(s)	Tarpon Springs EMS District
Authority Funded Units	Rescue 69 Truck 70 Engine 71
Contractor Funded Units	Squad 69
EMS Coordination	EMS Administrative Coordinator – 1 FTE (Tarpon Springs 200)
FY24-25 Annual Compensation	\$2,519,294
Projected Capital	FY24-25 Rescue 69 (carry forward from FY23-24) FY25-26 None FY26-27 None FY27-28 None FY28-29 None

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C **EMS Equipment**

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department or Florida Law

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

- | | |
|--|----------|
| 1. EMS Funding Received by Contractor | \$ _____ |
| 2. EMS Allowable Costs Incurred by Contractor | \$ _____ |
| 3. Difference (If excess, amount due to Pinellas County) | \$ _____ |

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor

Appendix E

Instructor Reimbursement Form



CME INSTRUCTOR REIMBURSEMENT FORM

Agency _____
CME Instructor Name _____

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Print Name & Title _____ Submitted By - Authorized Signature _____ Date _____

Notes:

- One Instructor per form
 (a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
 (b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
 (c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.
 (d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Appendix F

EMS Coordination Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

Appendix G - (Business Associate Agreement to be attached)

ALS First Responder
Business Associate Agreement

This AGREEMENT made this 18th day of March, 2015, between the CITY OF TARPON SPRINGS ("Business Associate"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Covered Entity") (collectively, "Parties").

RECITALS

WHEREAS, Covered Entity believes that the pertinent regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as outlined in 45 C.F.R. Parts 160 and 164 require the Parties enter into a Business Associate Agreement which shall govern the use and/or disclosure of Protected Health Information ("PHI") and the security of PHI; and

WHEREAS, the Parties mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of PHI as mandated by HIPAA including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160 and 164.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions: When used in this Agreement and capitalized, the following terms have the following meanings:

- 1.1.1 "Underlying Agreement" means the Emergency Medical Services ALS First Responder Agreement entered into by the Parties on or about September 26, 2014.
- 1.1.2 "Services" means the services provided by Business Associate pursuant to the Underlying Agreement.
- 1.1.3 "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. Sect. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity while performing Services pursuant to the Underlying Agreement.
- 1.1.4 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.
- 1.1.5 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.2 Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

ARTICLE II
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- 2.1.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.1.3 Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, and Covered Entity will handle breach notifications to individuals and the HHS Office for Civil Rights (“OCR”), and potentially the media;
- 2.1.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 2.1.5 Make available PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- 2.1.6 Requests received by the Business Associate directly from an individual seeking access to PHI in a designated record set will be timely responded to by the Business Associate;
- 2.1.7 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- 2.1.7.1 If the Covered Entity accepts the requested amendment, in whole or in part, the Covered Entity will make the appropriate amendment to the PHI, and Business Associate agrees to incorporate any amendments to the PHI in the designated record set within five (5) business days following the date on which Business Associate receives written notice from Covered Entity of Covered Entity’s approval of the requested amendment;
- 2.1.8 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- 2.1.9 For each disclosure that requires an accounting, Business Associate shall track the information required by 45 C.F.R. 164.528 and shall securely maintain the information for the time period contained therein;
- 2.1.10 To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- 2.1.11 Make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by Business Associate or Secretary, for purposes of Secretary determining Covered Entity’s compliance with the HIPAA Rules.

- 2.2 Permitted Uses and Disclosures of PHI by Business Associate.
- 2.2.1 Business Associate may use or disclose PHI as necessary to perform Services in accordance with the Underlying Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity;
 - 2.2.2 Business Associate may use PHI to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);
 - 2.2.3 Business Associate may use or disclose PHI (including aggregated or de-identified information) as otherwise directed by Covered Entity consistent with Covered Entity's minimum necessary policies and procedures, provided that Covered Entity shall not request Business Associate to use or disclose PHI in a manner that would not be permissible if done by Covered Entity;
 - 2.2.4 Business Associate may use or disclose PHI as required by law or as provided for in 45 C.F.R. 164.508;
 - 2.2.5 Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and
 - 2.2.6 Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2.3 Adequate Safeguards for Health Information. Business Associate agrees that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than as permitted by this Agreement.
- 2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

- 3.1 Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice.
- 3.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI.
- 3.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's permitted or required uses and disclosures of PHI.
- 3.4 Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the HIPAA Rules required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the duration of the period in which the Business Associate provides Services involving the use of PHI to the Covered Entity pursuant to the Underlying Agreement.

4.2 Termination for Cause. Upon either Party's knowledge of a material breach of this Agreement by the other Party, that Party shall provide an opportunity for the other Party to cure the breach. If the Party does not cure the breach within 15 days from the date that the Party is provided notice of such breach, the other Party shall have the right to immediately terminate this Agreement.

4.3 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

4.3.1 Retain all PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

4.3.2 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

4.3.3 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Article II above which applied prior to termination;

4.4 Survival. The obligations of Business Associate under this Article IV shall survive the termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules or any other applicable law.

5.2 Relationship to Underlying Agreement. In the event that a provision of this Agreement is contrary to a provision of the Underlying Agreement, the provision of this Agreement shall control.

5.3 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.4 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.5 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.6 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.7 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.10 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate:

City of Tarpon Springs
Attn: City Manager
324 Pine Street East
Tarpon Springs, FL 34689

If to Covered Entity:

Pinellas County EMS Authority
c/o EMS & Fire Administration
Attn: HIPAA Compliance Officer
12490 Ulmerton Road
Largo, FL 33774-2700

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.10. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.11 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws).

5.12 Liability. Each party hereto agrees to be fully responsible for their own acts or omissions or their respective agents' acts of negligence when acting within the scope of their employment under this Agreement, and agree to be liable for any damages resulting from said negligence. Nothing herein shall be construed as consent by either Party to be sued by third parties in any manner arising out of this Agreement. In addition, nothing herein is intended to waive any applicable sovereign immunity or the liability limits of Florida Statutes s. 768.28.

5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this 18th day of March, 2015.

COVERED ENTITY

By: 

Print Name: Bruce J. Moeller

Title: Chief of Staff

Dated: 3/18/2015

BUSINESS ASSOCIATE

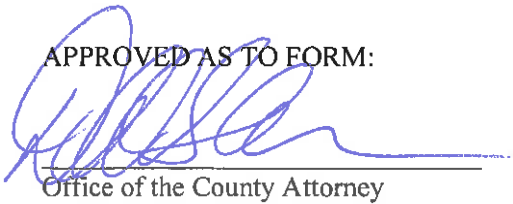
By: 

Print Name: Mark G. LeCouris

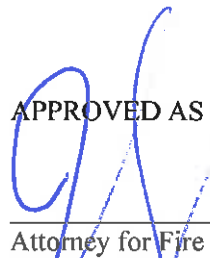
Title: City Manager

Dated: February 17, 2015

APPROVED AS TO FORM:


Office of the County Attorney

APPROVED AS TO FORM:


Attorney for Fire District
Jay Daigneault, Esquire
Trask Metz & Daigneault, LLP

2024

FIRE PROTECTION SERVICES AGREEMENT

CITY OF TARPON SPRINGS

OCTOBER 1, 2024

PINELLAS COUNTY
Board of County Commissioners
12490 Ulmerton Road
Largo, FL 33774

FIRE PROTECTION SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2024, between the CITY OF TARPON SPRINGS, a Florida municipal corporation ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners, ("Board").

RECITALS:

1. The Board is the governing body of the Pinellas County Fire Protection Authority created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout unincorporated County. Chapter 73-600, Laws of Florida, became an ordinance of Pinellas County pursuant to Section 5.02 of the Pinellas County Charter in 1980.
2. The Board has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property, and firefighters' safety and welfare.
3. Pursuant to Chapter 73-600, Laws of Florida; Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter); and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Board has divided the County into Fire Districts for the purposes of its regulatory powers and responsibilities, and created Municipal Services Taxing Units ("MSTUs") over the unincorporated portions of such districts for tax assessment purposes, which became operative after the approval by the electors of such districts at a properly held referendum by electors in the unincorporated areas of the County.
4. Board is authorized to enter into agreements for Fire Protection Services, and Contractor wishes and is able to provide Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix A).
5. The Board will compensate Contractor for providing Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix A).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein set forth to be kept and performed by and between the Parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. PURPOSE. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Fire Protection Services in the unincorporated areas of the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly and time-consuming adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. Funding Methodology Profile

Appendix B. Fire Protection Services Contractors

Appendix C. Supplemental Financial Information

This Agreement, together with the foregoing Appendices, constitutes the entire Fire Protection Services Agreement between the Parties with respect to the provision of Fire Protection Services, and shall supersede any prior agreement, contract, or memorandum of understanding between the Parties regarding such services. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

SECTION 104. SCOPE OF SERVICES. The services performed under this Agreement include, but are not limited to, the following:

- a. Respond with firefighting apparatus and personnel to the scene of a fire, life safety-related emergency, man-made or natural disaster, or public service request.
- b. Take command and control of the emergency scene, contain any fire, and mitigate any hazards at a fire scene.
- c. Investigate any fire within the Fire District to determine the cause and origin.
- d. Inspect all commercial, industrial, and multi-family dwellings within the Fire District for compliance with the Florida Fire Prevention Code.
- e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests,

- fire alarm tests, and final fire inspections within the Fire District, in accordance with the Florida Fire Prevention Code.
- f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial, and multi-family dwellings within the Fire District. Provide education programs to the public in fire prevention, life safety, and disaster preparedness.
 - g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s), which are predetermined to be the closest to the emergency scene by the Run Cards, then in effect shall be dispatched without regard to Fire District or jurisdictional boundaries.
 - h. Response times must meet the minimum standards as established in this Agreement.
 - i. The allotted Firefighting Apparatus must at all times be staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a company officer.
 - j. Performance must be consistent with approved fire standards and compliant with the 600 Series Pinellas County Fire Departments Standard Operating Procedures.
 - k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department employees.
 - l. The Contractor is responsible to ensure that equipment is maintained for optimal performance.
 - m. The Contractor shall require Personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for ensuring the accuracy and completeness of such reports.
 - n. Upon notification of a State of Emergency within Pinellas County, Contractor will coordinate its firefighting resources with the County's Emergency Operations Center's corresponding emergency support function desk, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Adopted Budget" means Contractor's legislatively or officially adopted budget for the Fiscal Year, in accordance with Section 409.

"Annual External Audit" means the audit conducted by a certified public accounting firm retained by Contractor to state the income, expenditures, and fund balances for the prior Fiscal Year. The Annual External Audit shall include a summary report prepared by Contractor on forms provided by the County and be attested to by Contractor's auditor.

"Authority" means the Pinellas County Fire Protection Authority, a municipal services taxing unit established by Chapter 73-600, Laws of Florida, as amended.

"Automatic Aid/Closest Unit Response Agreement" means the Agreement by and between every political subdivision and Fire Control District within Pinellas County dated October 16, 1990.

"Budget Request" means the budget request submitted by Contractor, in accordance with Section 409.

"CAD" means computer-aided dispatch.

"Caller" means a person accessing the response system by telephone.

"Contract Year" means, for any given year, the period commencing on October 1 and ending at midnight on September 30 of the following year.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"Disaster" means an occurrence of a severity and magnitude that normally or potentially could result in death, injuries, and/or property damage and that cannot be managed through routine procedures and resources of the Fire Protection System.

"Emergency Request" means a request for emergency services received directly at the 9-1-1 Center.

"Emergency Response" means, for the purposes of measuring response time compliance in Section 402, the act of responding to a request for services in which Contractor determined that emergency lights and sirens will be used.

"Fire District" where capitalized means the unincorporated area of the Fire Control District(s) designated by Board pursuant to the Special Act and shown on Appendix A attached

hereto and made a part hereof. Where such term is not capitalized, the term shall mean the entirety of the incorporated and unincorporated portions of the Fire Control District.

"Fire Equipment" means the equipment and tools necessary to equip and operate Firefighting Apparatus in accordance with the NFPA guidelines.

"Firefighter" means an individual, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that functions as a firefighter, fire officer, or command officer employed by Contractor.

"Firefighting Apparatus" means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 1901 requirements for an emergency pumping vehicle. Such vehicles are used for rapid response to an emergency scene and the suppression and containment of a fire or other hazard. Firefighting Apparatus may include, but not be limited to, engines, ladder trucks, or squads, which meet the above requirements.

"Fire Protection Services" means the response of Firefighting Apparatus, Units, and Personnel to the scene of a fire, life safety emergency, man-made or natural disaster, or public service request. Fire Protection Services include the command and control of the emergency scene, the containment of any fire, and the mitigation of any hazards, and may include Specialized Rescue. Related services include fire and arson investigation, fire inspections and code enforcement, and public education.

"Fire Protection System" means the network of organizations, including, but not limited to, the Board, contractors, and other municipalities and special fire districts within Pinellas County, established to provide Fire Protection Services.

"Fire Prevention Code" means fire and life safety codes adopted by County and Contractor, in accordance with Chapter 62, Article III, of the Pinellas County Code.

"Fire Station" means any facility, designated by Contractor, which houses the Firefighting Apparatus, Units, and Personnel required to provide Fire Protection Services. The proposed locations of new fire stations, which may be used to service the unincorporated areas of the districts, will be reviewed for appropriate service area coverage by the County and, to be eligible to receive any County funding for such fire station construction, must be approved by the County.

"First Due Firefighting Apparatus" means Contractor's Firefighting Apparatus, within Contractor's primary response area, predetermined to be the nearest to the emergency, in accordance with Section 407 hereof.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately following year.

"Force Majeure" means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or obligations of either Party under this Agreement, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation, or complying with any condition required, of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to, an act of God, epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

"NFPA" is Contractor's currently-adopted National Fire Protection Association guidelines for Personnel, Equipment, Firefighting Apparatus and Units, as may be amended.

"Party" or "Parties" means either the County or Contractor, or both, as the context of the usage of such term may require.

"Personnel" means individuals trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, who function as firefighters, fire officers, fire inspectors, arson investigators, and command officers employed by Contractor.

"9-1-1 Center" means the 9-1-1 Regional Communications Center operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

"Response" means the act of responding to a request for services, which act begins when Contractor's Firefighting Apparatus or Unit(s) is notified of an Emergency Request.

"Response Time" means the period of time commencing when a Firefighting Apparatus or Unit is dispatched to an emergency and ending when it arrives on the scene of the incident.

"Run Cards" means the 9-1-1 Center's computer-aided dispatch software database that recommends, based upon the call location, the closest or most appropriate Firefighting Apparatus and/or Units to respond to the Emergency Request. The Run Cards will be based upon a predetermined listing of Firefighting Apparatus and Units which Contractor determined to be the closest by travel time or in the most appropriate order.

"Special Act" means Chapter 73-600, Laws of Florida, Chapter 80-590; Laws of Florida (the Pinellas County Home Rule Charter), approved on October 7, 1980; and Chapter 62, Article II, of the Pinellas County Code.

"Special Events" means non-emergency events, such as sporting events, parades, festivals, and other group or mass gatherings, which may require Fire Protection Services.

"Specialized Rescue Services" means additional services provided by some Contractors, which may include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high-angle and below-grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents an actual or potential danger to life or property.

"Standard Practices" means the actions and practices of Contractor in providing Fire Protection Services, all applicable rules and regulations, the laws of the State of Florida, applicable federal laws and regulations, including state and federal Occupational Safety Health Acts, and the NFPA guidelines.

"State" means the State of Florida.

"State of Emergency" means a Disaster declared by a proclamation of the Federal Government, the State, the County, or a municipality within the County.

"Traffic Preemption System" means a comprehensive system provided by the Authority that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

"Uncontrollable Circumstance" means a Force Majeure, a State of Emergency, or during situations in which the County Dispatch System and/or the Fire Protection System is not operating under normal response conditions.

"Unexpended Funds" means compensation provided to Contractor in the prior Fiscal Year that was not expended in the provision of Fire Protection Services. This amount is reported in the annual external audit.

"Unit(s)" means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene which do not meet the NFPA 1901 pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue Services units, and command or staff vehicles.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neutral forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and

"consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require.

ARTICLE III
RESERVED

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. FIREFIGHTING APPARATUS AND EQUIPMENT.

(a) **Obligation to Provide Firefighting Apparatus and Units.** At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. Contractor shall maintain Apparatus and Units in safe and proper working order.

(c) **Staffing of Vehicles.** Firefighting Apparatus, utilized for fire suppression, shall be continuously staffed with a minimum of three (3) Firefighters.

(d) **Fire Equipment.** Contractor shall furnish and maintain all Fire Equipment required to meet the terms of this Agreement. Contractor shall support efforts toward equipment compatibility and general standardization.

(e) **Communications Equipment.** Contractor shall furnish and maintain all communications equipment, including, but not limited to, station radios and encoders, mobile radios, portable radios, pagers, and cellular phones, as Contractor deems appropriate.

(f) **Command Officers.** In addition to the Personnel provided in (c) above, Contractor will provide its own or, through the use of automatic aid, command officers to respond to incidents within the Fire District.

(g) **Standard of Cover.** Provide for each type of response the same or greater level of service in the unincorporated area as Contractor provides for residents and properties of the incorporated portion of the Fire District.

SECTION 402. RESPONSE TIME.

(a) Emergency Requests.

Response Time to not less than ninety percent (90%) of all Emergency Responses which are (1) categorized as a structure fire or a fire alarm; (2) within Contractor's Fire District; and (3) for which Contractor's Firefighting Apparatus is predetermined, in accordance with Section 407, to be the First Due Firefighting Apparatus, shall be within seven (7) minutes and thirty (30) seconds or less.

(b) Exemptions.

- (1)** The Response Time requirements in subsection (a) shall not be applicable to Emergency Responses which occur during periods of Uncontrollable Circumstances, provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph two (2) and three (3) below.
- (2)** Remote areas such as offshore, Caladesi Island, Courtney Campbell Causeway, Fort Desoto Park, Gandy Bridge, Howard Frankland Bridge and the Sunshine Skyway Bridge or any other area where Fire administration finds the Response Time standards should be waived based upon the response distance and/or low volume of calls. Contractors may request that other areas be excluded from the Response Time standards for good cause. Any such waiver may be granted by Fire Administration.
- (3)** Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the County within three (3) business days of when Contractor becomes aware of the Uncontrollable Circumstance.
- (4)** Downgraded calls which occur, based on additional information such as from 9-1-1 Center or first Unit arrival, will be excluded from determining Response Time performance.
- (5)** The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

SECTION 403. CONTINUING EDUCATION AND TRAINING. Subject to annual budget availability, Contractor shall make available the necessary continuing education and training for maintaining the skill, competency, and required certifications for all Personnel, as required by

federal, state, or local regulation. County and Contractor shall work collaboratively with other Contractors, St. Petersburg College and other stakeholders to assess the needs for regionalized fire training facilities to maximize operational and financial efficiency. County and Contractor shall seek funding sources and partnerships to develop and maintain regional fire training facilities.

SECTION 404. STANDARD PRACTICES.

(a) **Standard Practices.** Contractor shall ensure that its policies and standard operating procedures and actions are consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) **Ride-Alongs.** Contractor may allow the County or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The County, or its representatives, shall provide proof of employment, proof of workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

(c) **Special Events.** In the event Contractor is called to provide Fire Protection Services at a Special Event in its Fire District, Contractor shall be governed by the terms and conditions of this Agreement, and such periods of time shall not be excluded as an Uncontrollable Circumstance.

SECTION 405. PERSONNEL.

(a) **Training and Qualifications.** All individuals employed by Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with Chapter 633, Florida Statutes, as required to perform the work the individuals are to perform, and shall hold appropriate certificates as required by state law.

(b) **Standard of Conduct.** Contractor's Personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from its standard of conduct.

(c) **Working Conditions.** Contractor shall ensure that it is in compliance with all applicable state and federal laws and regulations regarding labor conditions, workplace and working conditions, and environmental safety requirements.

SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID.

(a) **Disaster Assistance within Pinellas County.** Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the Disaster, and shall proceed in accordance with applicable plans and protocols. During or prior to an impending local or area-wide Disaster, the Contractor may withdraw that Jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the 9-1-1 Center upon notification by the Contractor. During such periods, Contractor shall be released from the requirements of Section 402. When Disaster assistance has been terminated, Contractor shall notify the County that Contractor is able to resume normal operations.

(b) **Disaster Assistance Outside of Pinellas County.** If Contractor provides Disaster assistance response outside of Pinellas County, it shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

(c) **Mutual Aid.** Normal (non-disaster related) mutual aid responses outside of Pinellas County, rendered by Contractor, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to Fire District or jurisdictional boundaries. Contractor's authorized representatives will periodically, or at the request of the County, update their Run Cards to ensure their accuracy and coordinate any changes with any other affected contractors.

The County, with the consent of Contractor, may update and manage the applicable Run Cards.

SECTION 408. FIRE REPORTING SYSTEM. Contractor shall gather and enter data into the countywide electronic fire reporting system provided by the County for every fire incident responded to by Contractor's Personnel. Design, procurement, operating costs of this information system shall be the responsibility of the County.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities. Contractor shall require its Personnel to comply with the completion of all fire incident reports and data entry requirements to ensure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the County. The Contractor and County agree that procedures used to operate the electronic fire reporting system shall not be unduly burdensome.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic fire reports generated by Contractor's Personnel and all dispatch-related data in a mutually-agreeable format.

SECTION 409. FINANCIAL MANAGEMENT.

(a) **Annual External Audit.** Contractor shall provide the County with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the County and the actual amount expended by Contractor for Fire Protection Services for the preceding Fiscal Year. Such annual external audit shall determine any Unexpended Funds. The Auditor shall attest to the "Supplemental Financial Information" report in Appendix C. The Annual External Audit and Supplemental Financial Information shall be submitted to the County within twenty (20) calendar days after its receipt by the Contractor. Funds paid to Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of Contractor's Annual External Audit.

(b) **Budget Request Submission.** Each Year Contractor shall submit to the County Contractor's projected Budget Request for providing Fire Protection Services described herein. Such budget shall be prepared in accordance with budget preparation instructions provided each Fiscal Year by the County and shall set forth the costs of providing the services described herein. The County shall review the budget and may make recommendations for such changes as it deems necessary or appropriate. Contractor's budget for the subsequent Fiscal Year must be submitted by the date specified by the County

as the Fire District MSTU Millage Rate will be based on the Board's consideration of this budget submission.

(c) **Adopted Budget Submission.** Contractor shall submit to the County Contractor's Adopted Budget within ten (10) calendar days after the beginning of the subsequent Fiscal Year.

(d) **Capital Expenditures.** Contractor shall prepare a capital expenditure plan for financial planning purposes, which may include, but is not limited to, facility construction and maintenance, staff and command vehicles, self-contained breathing apparatus, communications, and other vehicle and equipment replacement plans. Contractor shall provide a brief narrative with the budget submission to identify individual projects and capital equipment line items. The capital expenditure plan shall project forward a minimum of five (5) Fiscal Years in accordance with Appendix A. Any modification of the capital expenditure plan, Appendix A, must be agreed to in writing by the Parties.

(e) **Reserve for Future Years.** Contractor shall request funds to be reserved for future year's major capital improvement projects, which include land purchase, facility construction and renovation, Firefighting Apparatus, and equipment replacement plans. Contractor shall provide a written project justification, designate the amount to be reserved each year, and request funding for capital expenditures projecting forward for a minimum of ten (10) years for Firefighting Apparatus and twenty-five (25) years for fire station construction and land acquisition costs.

SECTION 410. FIRE INVESTIGATION. Contractor shall investigate all fires within its Fire District to determine the cause and origin. The investigation of all fires determined to be of a suspicious nature shall be coordinated with the appropriate law enforcement agency and other regulatory or investigative agencies, as applicable.

SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the Fire District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary. Any fees charged by the Contractor for fire inspections shall not exceed those fees charged within the Contractor's

municipal area. The County is not responsible for any payments associated with fire inspections.

(b) Plan Review and Final Fire Inspections. Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. County shall make building plans available to the Contractor for pickup and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department, and County's Building Department. Any fees charged by the Contractor for plan reviews, and final fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with plan reviews and final fire inspections.

(c) Code Enforcement Standards. Contractor shall interpret and enforce the Florida Fire Prevention Code in the Fire District, consistent with the interpretations of any prevailing regulatory authority. Contractor shall interpret and enforce only the Florida Fire Prevention Code and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.

(d) Complaint Resolution. Any complaints received by Board or County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, will be forwarded to Contractor for investigation. Contractor will forward to the County a detailed report concerning the incident and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

(e) Property Identification. Contractor shall, as manpower permits, enforce Chapter 170, Article I, Section 4, of the Pinellas County Code in the Contractor's Fire District(s) which relates to the requirements for property identification. Contractor shall enforce the code, at a minimum, for all commercial structures and multi-family dwellings.

SECTION 412. SPECIALIZED RESCUE SERVICES. Contractor may provide Specialized Rescue Services which include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high angle and below grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents a danger to public safety, life, or property.

SECTION 413. PUBLIC EDUCATION. Contractor is encouraged to make available to the local community, fire prevention and disaster preparedness education (i.e., 9-1-1 usage, burn injury prevention, smoke alarm usage, fire escape planning, and hurricane preparedness). The programs may be developed by the Contractor or in coordination with the Fire Protection System or the County.

SECTION 414. SHARED RECOGNITION. Contractor and the County shall promote, protect, and enhance the reputation of the County, Contractor, and the Fire Protection System throughout the term of this Agreement. Any news releases, statements, or public information given by Contractor's or County's personnel to the public or the media shall be consistent with the design and operation of the Fire Protection System and include shared positive recognition of all service providers and system components, as applicable.

SECTION 415. REQUESTS FOR EMERGENCY ASSISTANCE. When Contractor receives a request for emergency assistance from a source other than the 9-1-1 Center, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, and shall immediately respond to the request for emergency assistance, as applicable. Contractor shall immediately advise the 9-1-1 Center of the information received and any response initiated.

SECTION 416 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor shall ensure all Personnel that have access to the 911CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level 2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to 911CAD and the information contained within are strictly followed.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. COUNTY ROLE AS THE FIRE PROTECTION AUTHORITY. The Authority was established to implement a permanent plan of fire protection for the County and each of its municipalities, including, but not limited to, determining minimum service levels, uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout Pinellas County. Since 1973, the sophistication and utilization of the entire emergency services system has increased dramatically. In keeping with the spirit of the Special Act, the County coordinates and facilitates advancements in policies, standards, technology, and special projects to enhance and improve the Fire Protection System. The County shall not interfere with the daily operations of Contractor in providing Fire Protection Services. The County shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter, Chapter 62, Article II, of the Pinellas County Code, and the Pinellas County Charter.

SECTION 502. AUDIT AND INSPECTION. Representatives of the County may observe Contractor's operations at any time during normal business hours, and as often as may reasonably be deemed necessary. Contractor shall make available to County for its examination its records with respect to all matters covered by this Agreement, and County may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions or employment, and other data related to all matters covered by this Agreement. County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit. Records relating to contract activities shall be retained for three (3) years from final payment in each year. County shall pay any reasonable costs for copying any materials requested.

SECTION 503. COMMUNICATIONS INFRASTRUCTURE. County shall furnish and maintain, at no cost to Contractor, the communications infrastructure which shall include: emergency (9-1-1) and non-emergency telephone access, dispatch communication services, the public safety radio system, and the Computer-Aided Dispatch (CAD) and fire reporting computer system.

SECTION 504. TRAFFIC PREEMPTION: Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. "Traffic Preemption System" means a comprehensive system provided by the Authority that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection. Traffic Preemption System equipment shall be provided for frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI **INSURANCE**

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Board of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Board, and listing all carriers issuing said policies; and a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Board a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' Compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability, and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with

Section 768.28, F.S., should the State Legislature change these limits, coverage consistent with law shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims-made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage," the Contractor may submit annually to the Board a current certificate of insurance proving claims-made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury, including death and property damage liability insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to Board. Contractor shall also notify Board within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal, or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Board or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Board shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Board or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Board agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence. Nothing herein

is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County, or Board. Nothing herein shall be construed as consent by Contractor or Board to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Board, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Board to provide services related to this Agreement (including, but not limited to, other Contractors). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION. The Board shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. Approval shall not be unreasonably withheld. County shall calculate the annual compensation as the percentage of unincorporated area multiplied by the lower amount of the initial Budget Request or the Adopted Budget. The percentage of unincorporated area within the Fire District shall be calculated in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor monthly in arrears for the provision of Fire Protection Services beginning after October 1 of a given Fiscal Year in the amount of 1/12 of the annual compensation. The compensation methodology shall comply with Appendix A.

SECTION 702. USE OF RESERVE FOR FUTURE YEARS. Subject to Contractor's substantial compliance with Section 409 (d) & (e) and in accordance with Appendix A, upon a written request of Contractor, the County shall review and provide funding for the County's portion of a capital expenditure from Contractor's Reserve for Future Years Fund held by the County. The County shall calculate its portion of the capital expenditure based upon the percentage of unincorporated area within the Fire District, in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

SECTION 703. WITHHOLDING FUNDS. County may withhold payment to Contractor if it fails to meet its obligations in accordance with the provisions of Sections 803 and 804 of this Agreement.

SECTION 704. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION SERVICES.

Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected from MSTUs and must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes, including, but not limited to, gifts, donations, goodwill, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

SECTION 705. OTHER FUNDS. Money acquired through special programs, projects, gifts, or funds received through fundraising efforts will not be used by the County to offset the Fire District's Budget Request or the Approved Budget but shall be used for direct benefit of the Fire District. However, funds from interest earned by the investment of Fire District funds and funds from other Fire Protection Services Agreements shall be used to offset the Fire District's Final Approved Budget. Funds provided to Contractor through any County EMS Agreement will be used to offset Fire District Budget Request or Approved Budget if the Contractor's budget process combines both Fire and EMS funding into one document for review by the County. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 706. FISCAL NON-FUNDING. The funds to be used for services performed pursuant to this Agreement are subject to periodic appropriation of funds by County. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. County agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate on the last day of the fiscal period for which funds have been appropriated.

SECTION 707. PROHIBITIONS AGAINST MORTGAGE OF ASSETS. Contractor agrees that acquisition of capital assets with funds provided under this Agreement shall be by purchase, lease purchase, or lease, and Contractor shall not mortgage or pledge as security any such assets for any debt without the written consent of County.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM OF AGREEMENT. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractor approval prior to July 1, 2029. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.

(a) **Termination by County.** County may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of County's intention to terminate this Agreement; however, shorter notice may be given if the County determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the County is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to provide Fire Protection Services, as defined in this Agreement.

(b) **Termination by Contractor.** Contractor may terminate this Agreement by giving to County ninety (90) calendar days' written notice of its intention to terminate.

(c) **Disposition of Assets.**

(i) **Properties Held in Trust.** The Parties agree that all vehicles, equipment, and property, real or personal, tangible or intangible, that have been paid for in full or in part by funds supplied by the County under this or any prior Fire Protection Services agreement are held by Contractor in trust for the benefit of the taxpayers of the Fire District; and that County has all rights and powers of enforcement with respect to such trusts.

(ii) **Assets Paid for by County.** Upon termination of this Agreement, Contractor shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior Fire Protection Services Agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

- (iii) Assets Paid for by Contractor. Any assets which were purchased solely with funds other than those provided by County to Contractor under this, or any preceding Fire Protection Services Agreement, shall remain the property of Contractor.
- (iv) Assets Paid for by both Contractor and County. In case of any asset purchased under this or any prior Fire Protection Services Agreement with funds of both Contractor and the County, Contractor and County shall determine the fair market value of such asset and then shall prorate such fair market value according to the respective interest of both Contractor and the County. In the event Contractor desires to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of Contractor and the County.
- (v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to County all unexpended monies received from the County, pursuant to this or prior Fire Protection Services Agreements, including monies in reserve or in any bank account, but not earned as compensation for services provided.
- (vi) Date to Return Assets. The return of any assets and funds shall be executed and completed upon the effective date of termination, as specified in the termination notice.
- (vii) List of Assets. In connection with the return of assets and funds, Contractor shall submit to County a list of the capital assets, along with a list of the accounts held in Contractor's name, which are held in conjunction with this Agreement.
- (viii) Debt Resolution. Contractor is responsible for all pro-rated debts incurred in the performance of the obligations of this Agreement.

SECTION 803. PERFORMANCE DEFICIENCY. In the event that the County finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, County shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) calendar days from receipt of such notice within which to cure such deficiency to the satisfaction of County. County may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and County shall prepare an agreement outlining a planned program for curing the deficiency.

SECTION 804. RESOLUTION OF DISPUTES. Resolution of any controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the County, and of a Fire Service Provider mutually acceptable to Contractor and the County. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. If the committee fails to resolve the dispute, either Party may pursue its legal remedies, including but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction upon satisfaction of all statutory conditions precedent thereto.

ARTICLE IX **MISCELLANEOUS**

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation, or national origin. Contractor agrees that applicants will be employed; and that employees are treated during employment, (e.g., layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation, or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

SECTION 902. NOTICES. All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County: Pinellas County EMS & Fire Administration
12490 Ulmerton Road, Suite 134
Largo, Florida 33774
If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. This Agreement, and all Appendices hereto, constitute the entire and complete Agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. The law of the State shall govern the validity, interpretation, construction, and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the Term of this Agreement and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES: ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this _____ day of _____ 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY,
by and through its governing body, the
Pinellas County Board of County
Commissioners, sitting as the Fire
Protection Authority

Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF TARPON SPRINGS, FLORIDA

Mayor

by: _____
City Manager

Approved as to Form:

Attest:

City Attorney

by: _____
City Clerk

APPENDIX A
FUNDING METHODOLOGY PROFILE

FIRE BUDGET TYPE	FIRST RESPONDER & FIRE COMBINED
------------------	---------------------------------

Tarpon Springs FY24-25 Fire Protection Services Estimated Net Operating Budget	Estimated County %	Estimated County Annual Funding
\$ 6,117,646.00	9.41%	\$ 575,670.00

FY24-25 Preliminary Tax Roll	Just Value Real Property	%
Incorporated	\$ 5,305,654,023.00	90.59%
Unincorporated	\$ 551,319,151.00	9.41%
Total	\$ 5,856,973,174.00	100.00%

**Per 2024 Taxable Value Preliminary Roll 07-01-24
per the Pinellas County Property Appraiser.**

**The funding calculation shall be based upon the
July 1st Tax Roll and the lower of the Submitted Budget request or the
Adopted Budget each Fiscal Year.**

Fire Protection Services – Anticipated Capital Projects

Fiscal Year	Fire Station Related	Apparatus Related
FY24-25		
FY25-26		
FY26-27		
FY27-28		
FY28-29		

APPENDIX B
FIRE PROTECTION SERVICE CONTRACTORS

City of Clearwater
112 South Osceola Avenue
Clearwater, FL 33756
Attn: Mayor

City of Dunedin
P.O. Box 1348
Dunedin, FL 34697-1348
Attn: Mayor

City of Largo
201 Highland Avenue Northeast
Largo, FL 33770
Attn: Mayor

City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780-1100
Attn: Mayor

City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695-3597
Attn: Mayor

City of Seminole
9199 113th Street North
Seminole, FL 33772
Attn: Mayor

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842
Attn: Mayor

City of Tarpon Springs
324 Pine Street East
Tarpon Springs, FL 34689
Attn: Mayor

APPENDIX C
SUPPLEMENTAL FINANCIAL INFORMATION

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code and the Fire Services Agreement, funds provided by Pinellas County to Contractor can only be used In support of fire-related activities. Therefore, a proportional share of any unspent balance at the conclusion of a fiscal year are to be returned to Pinellas County where these funds will be retained in a discrete special revenue fund for the Fire District. Funds paid to the Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of the Contractor's annual external audit.

In accordance with Section 409(a), the following form will be provided to Pinellas County within twenty (20) days after receipt by the Contractor the year following the audited year together with the Financials.

To be Completed by Contractor	
Contractor Name:	
Person Completing Form	
Phone Number	
Fiscal Year:	

Note: All references are only to the Fire District, and do not include any revenue or expenditures associated with EMS. State Law and County Code forbid the use of fire funds for EMS purposes or EMS funds for firefighting; i.e., fire funds cannot be used to purchase rescue units, attend EMS-related conferences or membership in EMS organizations or to pay salary and benefits of EMS personnel, etc. If the specific items are not documented in the audited financials, please compute the amount and place it on the form and attach documentation showing how the information was calculated citing information contained in the audited financials.

		Audit Page
1. Total Expenditures by Contractor		
2. Less: Other Revenues received by Contractor*		
4. Total Outlay by Contractor (1 less 2)	\$ -	
6. Pinellas County Percentage of District**		
8. Total Pinellas County Share (8 times 4)	\$ -	
10. Pinellas County paid to Contractor		
12. Total Due to Pinellas County (the District) (6 less 5)	\$ -	
8. Fund Balance retained by Contractor		

*includes interest and other fire protection agreements revenue

**to be provided by Pinellas County Fire Authority

PLEASE INCLUDE A COPY OF YOUR ANNUAL AUDIT AND ANY OTHER SUPPORTING DOCUMENTATION AS NEEDED	
Signature _____	Date _____
Please return completed form to: Pinellas County Safety & Emergency Services Fire Administration 12490 Ulmerton Road Largo, FL 33774 -Financial Operations Manager	
Or email to: _____	



Project Administration Department

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

Memorandum

Date: August 20, 2024
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Department Director
Jeffrey Young, Chief of Police, Tarpon Springs Police Department 
From: P.J. Harbert, Grant Project Specialist
Subject: Approve Florida Department of Law Enforcement (FDLE) Grant #6N015

Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Law Enforcement for the Edward Byrne Justice Assistance Grant (JAG) in the amount of \$4,717.00 for the reimbursement of body worn cameras for the Tarpon Springs Police Department.

Summary

Through the proposed agreement, the Florida Department of Law Enforcement (FDLE) agrees to partner with the City of Tarpon Springs to reimburse the Tarpon Springs Police Department for body worn cameras through a pass-through grant from the United States Department of Justice. This is a cost reimbursement grant.

The agreement document is attached.

The City Attorney has reviewed this agreement.

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Tarpon Springs

Recipient SAM UEI: Q41BMMTPYN93

Award Number: 6N015

Award Period: 10/01/2024 – 09/30/2025

Award Title: D-6N015: City of Tarpon Springs Body Worn Cameras

Federal Funds: \$4,717.00

Matching Funds: \$0.00

Total Funds: \$4,717.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Tarpon Springs (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example:

If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Award ID: 6N015
Award Title: D-6N015: City of Tarpon Springs Body Worn Cameras
Award Period: 10/01/2024 – 09/30/2025

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of Tarpon Springs

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Panagiotis Koulias, Acting Mayor, City of Tarpon Springs

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	6N015
Recipient:	City of Tarpon Springs
Award Title:	D-6N015: City of Tarpon Springs Body Worn Cameras
Award Period:	10/01/2024 - 09/30/2025

Problem Identification

The City of Tarpon Springs Police Department employs 57 sworn officers; however, only 40 officers are assigned body worn cameras. Three officers belong to a unit that respond from their homes. These officers would have the cameras readily accessible when dispatched as opposed to the necessity and requirement to go to department headquarters to check out a camera then proceed to the incident location. This will save time for these responding officers and will allow for transparency and accountability from the time of dispatch to a scene.

This will also provide evidence for ongoing investigations especially in use-of-force reviews and complaints against officers. Additionally, these cameras will lead to improved behavior from those interacting with officers if they know their actions are recorded.

Scope of Work

The City of Tarpon Springs will use grant funds to purchase body worn cameras. By recording interactions with the public, these devices provide an objective eyewitness account, reducing instances of misconduct and abuse of power as well as deter a potential suspect from persisting in any disruptive actions. This enhances the safety of both the officers and people and spaces they were assigned to protect. The collected footage can also be used later in a court of law if necessary.

Appendix B - Deliverables

Award Number: 6N015
Recipient: City of Tarpon Springs
Award Title: D-6N040: 2023 JAGD - Body Worn Cameras
Award Period: 10/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure body worn cameras.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$4,917.00.

Appendix C - Approved Budget

Award Number:	6N015		
Recipient:	City of Tarpon Springs		
Award Title:	D-6N015: City of Tarpon Springs Body Worn Cameras		
Award Period:	10/01/2024-09/30/2025		
Award Amount:	\$4,717.00	\$0.00	\$4,717.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Body Worn Cameras	Three (3) body worn cameras @ \$1290.00 each=\$3870.00	\$4,717.00	\$0.00	\$4,717.00
	Two (2) batteries @ \$110.00 each = \$220.00			
	Three (3) USB Docks @ \$200.00 each = \$600			
	Shipping @ \$27.00			
	Total = \$4,717.00			
D. Equipment Subtotal:				\$4,717.00

Appendix D: Award Contacts

Award Number: 6N015
Recipient: City of Tarpon Springs
Award Title: D-6N015: City of Tarpon Springs Body Worn Cameras
Award Period: 10/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Paulette Harbert
Title: Grant Project Specialist
Address: 324 Pine Street
Tarpon Springs, FL 34689-4004
Phone: 727-938-3711
Email: pharbert@ctsfl.us

Recipient Chief Official (CO)

Name: Costa Vatikiotis
Title: Mayor, City of Tarpon Springs
Address: 324 Pine Street
Tarpon Springs, FL 34689
Phone: 7279383711
Email: cvatikiotis@ctsfl.us

Recipient Chief Financial Officer (CFO)

Name: Ron Herring
Title: Finance Director
Address: 324 Pine Street
Tarpon Springs, FL
Phone: 7279425612
Email: rherring@ctsfl.us

Recipient Additional Point of Contact (POC)

Name: Frank Ruggiero
Title: Assistant Chief of Police
Phone: 727-938-2849
Email: fruggiero@tspd.us

Appendix E: Special Conditions

Award Number: 6N015
Recipient: City of Tarpon Springs
Award Title: D-6N015: City of Tarpon Springs Body Worn Cameras
Award Period: 10/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0050 The Recipient's inventory system does not appear to comply with the federal regulations identified in OMB's Uniform Requirements, 2 C.F.R. 200.313(d)(1), specifically related to federal share of the property cost. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0053 At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0056 WITHHOLDING OF FUNDS: Within sixty (60) days of award, the Recipient must submit a current EEO Certification (EEOC) obtained from the Department of Justice, Office of Civil Rights EEO Reporting Tool (<https://eeop.ocr.ojp.gov/certsub/homepage>) to the Office of Criminal Justice Grants.
- S0065 This project requests federal grant funding for body worn cameras and/or related equipment. Agreements such as warranties, subscriptions, or service agreements that begin before the start date of the award or extend past the end date of the award must be pro-rated from the date of purchase. Costs incurred outside of the award period are not eligible for reimbursement in accordance with 2 C.F.R. 200.403(h).
- W0067 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>

2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons

28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:

Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, Fla. Stat., Public Records

Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure

Section 215.97, Fla. Stat. Florida Single Audit Act

Section 215.971, Fla. Stat., Agreements funded with federal or state assistance

Section 215.985, Fla. Stat., Transparency in government spending

Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. § 42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 Financial Expenditures and Reporting - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in

Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles

(UAV), or for any accompanying accessories to support UAS.

- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 Personnel Services - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;

- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

- 25.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFL/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 26.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).
- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.
- 30.0 For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



Board of Commissioners

Memorandum

Date: September 3, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240118-N-AS, Single Source Purchase of OVIVO OEM Replacement Parts and Services

Recommendation

Increase File No. 240118-N-AS, Single Source Purchase of OVIVO OEM Replacement Parts and Services with OVIVO USA, LLC, effective through June 29, 2025, by \$70,000, from \$24,000 to \$94,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWWTF). Purchase Orders will only be issued against approved budgets.

Background

On May 23, 2024, the subject contract was administratively approved. The purpose of this contract is to provide as needed OVIVO and Eimco brand OEM equipment, replacement parts, and services needed to maintain the City's wastewater treatment process equipment. The requested increase is in response to unexpected failures of approximately seven composite media trays in the north sand filter. One of two sand filters at AWWTF is currently out of service pending replacement of the media trays needed to restore the north sand filter to full operation. This equipment is highly specialized and exact match replacement parts are required (see attached memo). OVIVO USA, LLC, is the exclusive manufacturer and seller of all OVIVO and Eimco-brand equipment and parts in the United States.

Funding

FY24-25 Budgets in treatment repair and maintenance, operating supplies and CIP account nos. 402-4603-536-46.00; 402-4603-536-52.00, and 402-4603-536-63.00

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: August 23, 2024

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

(TK)

Raymond Page, Utilities Superintendent

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize increase to Contract File No. 240118-N-AS (BPO #240670) for as-needed purchases of proprietary replacement parts and services from Ovivo USA, LLC.

Recommendation

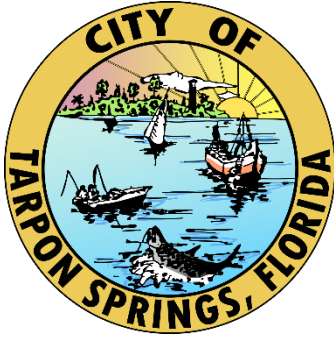
Authorize increase to Contract File No. 240118-N-AS (BPO # 240670), OEM Parts and Services with Ovivo USA, LLC., to purchase replacement equipment, parts, supplies, and services for maintaining wastewater clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the wastewater treatment facility in an estimated total amount not to exceed \$94,000, an increase of \$70,000.00.

Background

The advanced wastewater treatment facility (AWWTF) was constructed using treatment process equipment from Eimco Water Technologies. Eimco is now a part of Ovivo USA, LLC, and Ovivo is the sole-source provider for OEM parts supplier for critical equipment at the wastewater plant, including the aeration basins, clarifiers and the sand filters. The purpose of this authorization increase is to purchase parts to replace approximately seven composite media trays in one of the sand filters at the AWWTF which recently failed and require replacement. One of the two sand filters at the AWWTF is currently out of service pending this repair, and this purchase is needed to restore the north sandfilter to full operation. This equipment is highly specialized and exact match replacement parts are required. The sand filters are an essential part of reclaimed water operations, and provide filtration to meet FDEP high-level disinfection requirements for public access water reuse systems. This authorization enables the wastewater division to procure critical OEM parts and equipment quickly to minimize process downtime and costs associated for maintenance or emergency repairs.

Funding

Funds are available in the FY24-25 Budgets in treatment repair & maintenance, operating supplies and CIP accounts 402-4603-536-46.00, 402-4603-536-52.00 and 402-4603-536-63.00 respectively.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 05/23/2024
SUBJECT: Administrative Approval to Award File No. 240118-N-AS, Single Source Purchases of OVIVO OEM Replacement Parts and Services

RECOMMENDATION:

Award File No. 240118-N-AS, Single Source Purchases of OVIVO Original Equipment Manufacturer (OEM) Replacement Parts and Services to OVIVO USA, LLC, for a one (1) year term, effective June 30, 2024, through June 29, 2025, in an estimated amount not to exceed \$24,000, for the Public Services Department – Wastewater Treatment Facility (WWTF).

BACKGROUND:

The WWTF was constructed with treatment process equipment from Eimco Water Technologies (Eimco), which is now part of OVIVO USA, LLC. This OEM equipment is highly specialized and critical to WWTF; exact match replacement parts are required to maintain operations. The purpose of this contract is to provide as needed OVIVO and Eimco brand OEM equipment, replacement parts, and services needed to maintain the City's existing equipment.

OVIVO USA, LLC, is the exclusive manufacturer and seller of all OVIVO, Eimco, Brackett Green, Bracket Bosker, and Jones + Attwood brand equipment and parts in the United States. [.\\1 - From Agency Dept\\Ovivo-Sole Source Ltr.pdf](#)

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

Date of Approval: 5/23/2024



Public Services Department

Memorandum

Date: May 17, 2024

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

Raymond Page, Utilities Superintendent

A handwritten signature in black ink, appearing to be "R. Page", enclosed in a circular scribble.

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize as-needed purchases of proprietary replacement parts and services from Ovivo USA, LLC.

Recommendation

Authorize as-needed purchases for replacement equipment, parts, supplies, and services for maintaining wastewater aeration, clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the wastewater treatment facility from Ovivo USA, LLC in an amount not to exceed \$24,000.

Background

The advanced wastewater treatment facility was constructed using treatment process equipment from Eimco Water Technologies. Eimco is now a part of Ovivo USA, LLC, and Ovivo is the sole-source provider for OEM parts supplier for critical equipment at the wastewater plant, including the aeration basins, clarifiers and the sand filters. This equipment is highly specialized and exact match replacement parts are required. The aeration basins stabilize the wastewater, the clarifiers remove suspended solids from wastewater and the gravity filters provide filtration to meet FDEP high-level disinfection requirements. These processes are essential components of the wastewater treatment facility. This authorization enables the wastewater division to procure critical OEM parts and equipment quickly in an effort to minimize process downtime and costs associated for any scheduled maintenance or emergency repairs.

Funding

Funds are available in the current Fiscal Budget in treatment repair & maintenance, operating supplies and CIP accounts 402-4603-536-46.00, 402-4603-536-52.00 and 402-4603-536-63.00 respectively.

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123
USA

Telephone: 801.413.6677

Facsimile: 801.931.3080

www.ovivowater.com



May 2, 2024

Re: Sole Source Letter

Dear: Robert Marcincuk,

Please be advised that OVIVO USA, LLC is the exclusive manufacturer and seller of all OVIVO® Eimco Water Technologies®, Brackett Green®, Brackett Bosker® and Jones + Attwood™ brand equipment and parts in the United States.

Our exclusive agent for this equipment in your geographic area is:

TSC-Jacobs

11021 Countryway Blvd.
Tampa, FL 33626

Austin Moore

813 888-5556 - Office

727 641-2063 - Mobile

It you have any question regarding please contact Miles Wilhelm

Very truly yours,

Ovivo USA, LLC

Sedimentation Rebuild Specialist

Miles Wilhelm

Phone 801-931-3319

Fax 801-931-3080

Miles.wilhelm@ovivowater.com



Board of Commissioners

Memorandum

Date: September 3, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240098-S-AS, Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment

Recommendation

Award File No. 240098-S-AS, Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment to Polydyne Inc., for a five (5) year period effective from the date of award, in an estimated annual amount not to exceed \$95,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWWTF).

Background

The AWWTF's biosolids (sludge) handling system uses polymer to separate solids from the treated waste stream. Multiple polymer products are available in the market; each product provides unique properties and costs that must be evaluated through specific field-testing at AWWTF. Procurement Services posted a two-step solicitation to determine which firms could supply that type of polymer, in-plant product testing at AWWTF, and price submittals (ITB 240098-B-AS). Two (2) firms successfully completed step one and progressed to step two. The Polydyne product performed better during the in-plant testing and was the lowest cost per dry ton processed for the same amount of cake percentage, 21.8% (see attached backup). A price analysis was performed and verified by staff. Staff deemed the proposed pricing from Polydyne Inc. to be fair and reasonable based on product performance, historical pricing of \$1.56 per lb., paid by the City, and nominal price difference compared to the apparent low bid. Therefore, staff recommends approval of a contract award to Polydyne Inc. as the best overall value for the City (see attached memo). This contract has one (1) 3-year renewal option.

Funding

Account No. 402-4603-536-5200 – AWWTF. Funds will be used for each budget year.

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: August 23, 2024

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

Raymond Page, Utilities Superintendent

(TK)

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize award of five-year contract to Polydyne, Inc. for ITB No. 240098-B-AS, Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment.

Recommendation:

Authorize award of new five-year contract with vendor Polydyne Inc. for as-needed polymer supply at the Wastewater Treatment Facility (WWTF) in an estimated annual amount not to exceed \$95,000.

Background

The Wastewater Treatment Facility's biosolids (sludge) handling system utilizes polymer to separate solids from the treated waste stream. Multiple polymer products are available in the market; each product provides unique properties and costs that must be evaluated through specific field-testing at our facility.

The Procurement Department completed a competitive bidding process that included field-testing for performance to be considered along with price information. Two vendors were approved and scheduled for field-testing. Field testing provided a full scale comparison of product performance in comparison to price and dosing rates, which ensures that the selected product provides the best value and operational efficiency for the utility.

Of the two vendors that completed field testing Polydyne, Inc. product performed the best and provided the lowest cost per dry ton processed. The current cost of polymer is \$1.56 per pound, the new award is \$1.65 per pound. Polydyne, Inc. is our existing vendor and has provided good product and service to date. Previous annual expenses have been around \$82,000 annually, and the requested authorization factors in the new pricing along with capacity for annual variation in wastewater flows and delivery schedules.

Funding

Wastewater Treatment account 402-4603-536-5200 will be utilized each budget year for this award.

Tabulation of Submittals
For
RFS No. 240098-S-AS
Liquid Emulsion Type, Cationic Polymer for
Wastewater Treatment

Thursday, August 8, 2024 @ 3:00 p.m.

Company	Amount
Polydyne Inc., Riceboro, GA	\$1.65 per lb.; \$14.19 gallon; \$3,795.00 tote
Solenis, LLC, Wilmington, DE	\$1.55 per lb.; \$13.32 gallon; \$3,569.76 tote

Broadcast:138

Planholders: 7

Responses: 2

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



CITY OF TARPON SPRINGS, FL

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

July 29, 2024

Request for Qualifications #240098-S-AS
Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment
ADDENDUM 3

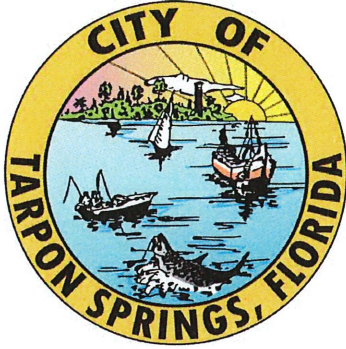
The purpose of this addendum is to advise that the pricing worksheet provided is being revised. A corrected worksheet, entitled "**REVISED Polymer Price Sheet**" will be uploaded to Bonfire. Please disregard the previous worksheet version(s) and use the Revised worksheet to submit pricing.

Also,

The Bid due date will be changed as follows:

From: July 30, 2024 at 3 p.m. local time
To: August 08, 2024 at 3 p.m. local time

All other requirements, terms and conditions remain the same.
Copies of the plans and specifications may be obtained through Bonfire:
<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>



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

REQUEST FOR PRICING STEP TWO (2)

Liquid Emulsion Type, Cationic, Polymer for Wastewater Treatment

Date: July 30, 2024

Solicitation No.: 240098-B-AS

The City of Tarpon Springs, Florida, requests pricing from those firms who successfully completed Step-One of Solicitation No. 240098-S-AS, Request for Qualifications for Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment.

Per RFQ No. 240098-S-AS, 1.2.2. Evaluation and Pre-Bid Testing Procedure, The product(s) shall produce a concentrated sludge cake of 20.3% at a minimum, with a 91 gallons per minute (GPM) feed rate, 0.70 - 0.85% solid feed average

Please complete the attached Pricing Summary, including the additional information requested, and submit responses electronically through Bonfire, **before 3:00 p.m. on August 08, 2024.**

All other requirements, terms and conditions remain the same.
Copies of the plans and specifications may be obtained through Bonfire:
<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>

**Pricing Summary
Step Two (2)
Solicitation No. 240098-B-AS
Liquid Emulsion Type, Cationic, Polymer for Wastewater Treatment**

Name of Firm: Polydyne Inc.

The Offeror proposes and agrees, if this Proposal 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 Proposal will remain subject to acceptance for ninety (90) days from the due date of August 08, 2024;
And the Offeror agrees to a Net 30 Term of Payment.

1. In submitting this Pricing Summary, Offeror represents that:
 - a. Offeror has examined and carefully studied the Request for Proposal Documents.
 - b. Offeror 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 offer 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; Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; Offeror has not solicited or induced any person, firm or corporation to refrain from bidding; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror or over Owner.
 - d. Offeror will provide all services in accordance with the Contract Documents for the unit prices shown below:

	Item	UOM	Unit Price	Tote Size	Tote Price
1.	Liquid Emulsion Type, Cationic Polymer, Vendor will furnish and deliver FOB (freight included) to the: City of Tarpon Springs Wastewater Treatment Plant 201 East Pine St. Tarpon Springs, FL 34689 a pre-qualified polymer product in accordance with the specification, terms and conditions of RFP No. 240098-S-AS, and Step One & Step Two - Test results. Pre-Qualified Clarifloc SE-1381 Product No. _____	GAL	\$ <u>14.19</u>	GAL	\$ <u>3,795.00 per</u> 2,300 Pound tote. Note: Each tote contains approximately 267.4419 Gals. of Clarifloc SE-1381.

2. LIST: Pounds of Polymer per Gallon: 8.6 lbs. per GAL

3. Price "Per Pound" of Product: \$ 1.650 per pound

4. LIST: Number of Pounds of Product are placed in a 300-GAL Tote: 2,300 Pounds

**Pricing Summary
Step Two (2)**

ITB No. 240098-S-AS

Liquid Emulsion Type, Cationic, Polymer for Wastewater Treatment

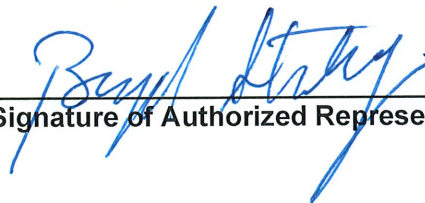
ADDITIONAL INFORMATION REGARDING TOTE HANDLING:

Please attach detailed information as to how your firm handles empty 300 gallon totes; please include the responses to the questions below in addition to any other pertinent information regarding the handling of empty tote. Answers to the following will be considered when evaluating in your Proposal.

- Does your firm pick up the empty totes? No. Please see attached Mauser Packaging Solutions Literature attached.
- What is your firm's tote pick-up schedule? Tote pick-up would be arranged with Mauser Packaging Solutions.
- Is there a deposit (or cost) for totes? No.
- Is there a credit (or deposit return) when totes are picked up? No
- Note: Hours for delivery and/or pickup are Monday thru Friday 0700 to 1400 excluding City observed holidays.

Boyd Stanley, Sr. Vice-President

Printed Name and Title of Authorized Representative

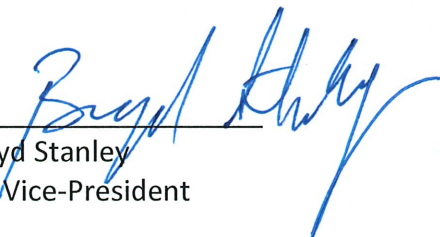

Signature of Authorized Representative

08/02/24

Date

Empty Tote Pickup Service

Polydyne Inc. utilizes Mauser Packaging Solutions for the removal of empty totes. Please coordinate directly with Mauser for the return of these containers. Mauser's Container Acceptance Policy and Pickup Request Form is attached. The City may also use the web form found at <https://us.snf.com/mauser> to request pickups.



Boyd Stanley
Sr. Vice-President

8/2/2024

Date

Container Max Pickup Request Form
email: inboundpickup@mauserpackaging.com
Or Call 800.774.6956

Date of Request: Click here to enter a date.

Company Name: Click here to enter text.

Street Address: Click here to enter text.

City: Click here to enter text.

State: Click here to enter text.

Zip Code: Click here to enter text.

Company Contact: Click here to enter text.

Telephone: Click here to enter text. **Extension** _____

Alternate Contact: Click here to enter text.

Telephone: Click here to enter text. **Extension** _____

Email Address: Click here to enter text.

Dock Hours: Click here to enter text.

Appointment (Yes/No or With Notice) Click here to enter text.

PO# or PCard for Freight Fee-For Tier 2 and Tier 3 Minimums: Click here to enter text.
Required for Tier 2/Tier 3 request cannot be processed without PO/PCard

Product Manufacturer	Product Once Contained	Haz Mat?	Check Container Type			Number of Containers By Size			
			Poly Drum	Caged Totes Steel Bottom	All Poly Tote Ecolab only	30 Gallon	55 Gallon	275 Gallon	330 Gallon

Comments: Click here to enter text.

Please see page 2 for Updated Minimums

Collection Minimums (Effective 2.1.19)

❖ *The new collection program minimums are based on a point system, with a plastic drum equaling 1 point, and an IBC equaling 4 points. There are three tiers to the program, as follows below:*

<u>TIER 1: 40 or More Points = FREE PICKUP</u> - IBC Minimum: 10 or more IBCs (10 units x 4 points per unit = 40 points) - Poly Drum Minimum: 40 or more drums (40 drums x 1 point per unit = 40 points) - Combination Shipments: Free pickup for any combination of IBCS and/or Poly Drums equaling 40 or more points	<u>TIER 2: 20 to 39 Points</u> - Any combination of IBCS and/or Poly Drums totaling 20 to 39 points will be assessed a freight fee based on distance, as follows: - Less than 250 miles \$100.00 251 to 500 miles \$175.00 500 to 1,000 miles \$275.00 1,001 miles and up \$525.00	<u>TIER 3: 19 Points or Less</u> - Any combination of IBCS and/or Poly Drums totaling 19 points or less: - Call 800-774-6956 for a personalized container removal proposal
--	--	---

MPSR will make every accommodation possible to make any fee payments simple, fast and repeatable with either your company's credit card, a blanket PO or other arrangements. As always, MPSR will continue to offer your company peace of mind by taking care of every container properly with the clear goals of environmental and full life cycle responsibility. Please note that other terms and conditions may apply.

If you have any questions regarding the updated program, please do not hesitate to reach out to your MPSR account manager.

GUIDE FOR EMPTIERS

WHAT IS RCRA EMPTY?

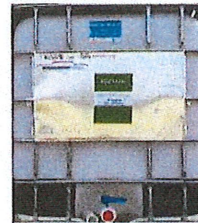
Defined by USEPA Regulations (40 CFR 261.7)

“Empty” definition is different for Bulk containers (IBCs or totes) and non-Bulk containers (drums and pails)

USEPA defines an empty bulk container in 40 CFR 261.7:

All wastes have been removed that can be removed using the practices commonly employed to remove materials from that type of container, e.g., pouring, pumping, and aspirating, and

- no more than one inch of residue remain on the bottom of the container;
- or
- no more than 0.3 % by weight of the total capacity of the container remains in the bottom



USEPA defines an empty non-bulk container in 40 CFR 261.7:

All wastes have been removed that can be removed using the practices commonly employed to remove materials from that type of container, e.g., pouring, pumping, and aspirating, and

- no more than one inch of residue remain on the bottom of the container;
- or
- no more than 3 % by weight of the total capacity of the container remains in the bottom



NOTE: The only difference in the “empty” definition for bulk vs. nonbulk is the maximum weight percentage

WHAT IS A RCRA EMPTY IBC?

Regulation

All wastes have been removed that can be removed using the practices commonly employed to remove materials from that type of container, e.g., pouring, pumping, and aspirating,

AND

- no more than one inch of residue remain on the bottom of the container;

OR

no more than 0.3 % by weight of the total capacity of the container remains in the bottom

What it Means

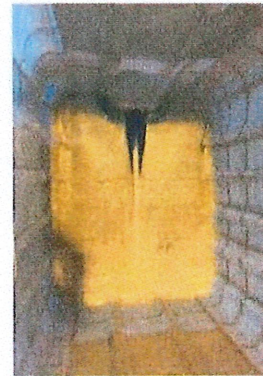
At a minimum, an IBC equipped with a valve must be emptied such that no liquid discharges from the valve when it is completely open. A liquid that runs like water will empty from the valve to leave only a small pool of liquid.

In addition to this requirement, the container must be emptied to meet one of the amounts represented below:

For thicker (more viscous) materials, such as adhesives, resins or paints, up to an inch of material at the bottom may remain. The bottom of a composite IBC bottle is not flat – but an inch of material is about 7 gallons.

Assuming the density of water, this is 0.825 gallons, or about 3 quarts of liquid.

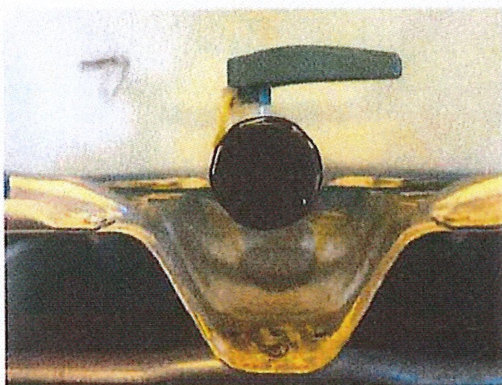
Example



PROPER EMPTYING OF IBCs: SUMMARY

Empty as much as possible through valve, and if possible by pumping, pouring or aspirating. For chemicals that flow like water the tote should look like the photos below.

Empty container amount for any material that flows like water



For thicker materials, then make sure there is never more than an inch of material left in the bottom.

**Maximum
residue amount
for thick
materials**



General Acceptance Criteria

All used containers sent to MPS must conform to the following standards per applicable State and Federal regulations:¹

- All closures (plugs, covers, closing rings, IBC caps, etc.) must be in place and secured in the same manner as if the container was being shipped full of product.
- Original content labels showing product name, manufacturer and associated health hazards must be intact and legible.
- All containers must be properly emptied:
 1. Containers must be as empty as possible using normal emptying methods (pouring, pumping or aspirating) **and:**
 - a. Non-bulk containers (under 119 gallons) can contain no more than one inch (or 3% by weight of the total capacity of the container) of solid (non-pourable) residue.
 - b. Bulk containers (over 119 gallons) can contain no more than one inch (or .3% by weight of the total capacity of the container) of solid (non-pourable) residue.
 2. Used containers processed in California must be empty as defined by California regulations:²
 - a. No material can be poured or drained from the container when it is held in any orientation (e.g., tilted, inverted, etc.).
 - b. If the material is not pourable, no residues can remain in or on the container that can feasibly be removed by physical methods (excluding rinsing).

Product Review and Approval

- GENERAL MATERIAL CLASSES
 - Any drum or IBC generator new to the MPS system that operates in SIC Codes 28XX and 29XX must provide MPS with Safety Data Sheets (SDS) for all DOT hazardous materials they wish to ship to an MPS reconditioning facility.
- SPECIAL MATERIAL CLASSES
 - MPS does not accept residue types listed in Appendix A.
 - Containers that previously held materials listed in Appendix B must be triple-rinsed with a "triple rinse" label affixed to each container unless the MPS receiving facility has provided a specific exemption.
 - DOT Hazard Class 5.1 products must be drip-dry but do not have to be triple-rinsed.
 - DOT Hazard Class 5.2 products must be drip dry and are accepted only at the locations in Appendix C.

Non-Conforming Containers

Containers delivered to an MPS facility that are found upon inspection to be non-conforming to this policy will not be processed. Non-conforming containers (NCC) will be quarantined until such time as the generator arranges removal from the MPS site at their expense. All NCC will be removed within 10 business days of notification.

¹ 40 CFR 261.7; 49 CFR 173.29(a); 40 CFR 261.33(e);

² 22 CCR 66261.7

Appendix A: Products Never Accepted By MPS

- Acutely hazardous residues as defined by 40 CFR 261.33 "The RCRA P List"
- Biological Waste
- Cyclotetrasiloxane
- Dioxin bearing waste
- Explosives or flammable solids (DOT Class 1 & 4)
- Hydrofluoric Acid
- Hydrogen-Bonded Silicone Compounds not in compliance with Appendix D – SiH Approval Criteria
- Malathion/ Parathion
- Mercaptans, Pyridine and other extremely high odor compounds
- Mercury/Lead bearing materials
- PCBs
- Radioactive Materials
- Sodium / Potassium Permanganate

Appendix B: Products Accepted With Pre-Approval And/Or Triple-Rinse

- | | | |
|--|------------------------|----------------------------|
| - Acids of concentrations greater than 50%* | - Acrylonitrile | - Dimethyl cyclohexylamine |
| - DOT Class 5.1* | - Alkyl Chloride | - Ethylene Dichloride |
| - DOT Class 5.2* | - Ammonia Perchlorate | - Formaldehyde |
| - FIFRA Regulated Materials | - Ammonium Bisulfite | - Formic Acid |
| - Halogenated Organic Compounds | - Ammonium Fluoride | - Hexachlorobenzene |
| - Poisons: DOT Class 6, Packing Group I and II | - Aqua Ammonia | - Hydrogen Chloride |
| - Poisons: Class B | - Benzene | - Methyl Chloroform |
| - Poisons: WHMIS (Canada) | - Benzyl Chloride | - N,N---Ethyl Chloride |
| | - Butylacrylate | - Perchloric Acid |
| | - Carbon Tetrachloride | - Sodium Bisulfide |
| | - Chlorinated Paraffin | - Sodium Perchlorate |
| | - Chlorinated Phenols | - Triethylamine |
| | - Chloroform | - Vinylidene Chloride |
| | - Chloroprene | |

- *Preapproved exemptions are listed in Appendix C*

Please note that certain MPS facilities may restrict the acceptance of additional materials due to high odor or other hazardous properties that conflict with their local operating circumstances.

Appendix C: Exemption List

Product	Facilities Exempt From Triple-Rinse Stipulation	Exemption Criteria
DOT Class 5.1	<u>All facilities except:</u> Clarkston (Reco IBC), Chillicothe (Reco IBC), San Bernardino (Reco IBC), Seattle (Reco Steel)	Container must meet "Drip-Dry" standard
DOT Class 5.2	Charlotte (Reco IBC), Chicago (Reco IBC), Cincinnati (Reco IBCy), Cleveland (Reco IBC), Hutchins (Reco IBC), Kemp (Reco IBC), North Wales (Reco IBC)	Container must meet "Drip-Dry Standard"
Acids > 50%	Camden (Reco IBC), North Wales (Reco IBC), Charlotte (Reco IBC), Hastings (Reco IBC), Cannon Falls (Reco IBC), Cleveland (Reco IBC), Delphi (Reco IBC), Cincinnati (Reco IBC), St Louis (Reco IBC), Chicago (Reco IBC), Midland (Reco IBC), Kemp (Reco IBC), Houston (Reco IBC)	None
Agricultural Products not otherwise referenced in Appendix A or B:	Delphi (Reco IBC), Webster City (Reco IBC),	None

Appendix D: SiH Approval Criteria

Hydrogen-Bonded Silicon Compounds (SiH) are reactive under certain conditions and care is required when handling these materials. These hydrogen functional silicon compounds include some silanes, siloxanes and silicones, such as the methyl hydrogen polysiloxanes, and come in many forms, such as emulsions, fluids, elastomers and resins.

Any material containing SiH must be specifically reviewed and approved by Corporate EHS and Divisional leadership. Acceptable materials in this category require less than 50 ppb SiH and must not be at risk for generating hydrogen gas in explosive concentrations when exposed to water, or alkaline washes.

MPS maintains a list of approved SiH/silicone materials (IPS/TBL-ENV-003).



Container Acceptance Policy

Date	Revision	Authorization
2021-06-08	Updated Appendix C to reflect operational changes and improved appendices formatting.	Ed Konyen
2021-05-14	Added to Exemption List	Bryant McCracken
2021-04-08	Updated list of materials, added Appendix D SIH material references, removed isocyanates from Appendix B and document reference numbers.	Bryant McCracken
2021-03-12	Original Release	Kimberly Miller

CLARIFLOC SE-1381 POLYMER

PRINCIPAL USES

CLARIFLOC SE-1381 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	45 %
Freezing Point	7 F. (-14 C.)
Density	8.5-8.7lb/gal.

PREPARATION AND FEEDING

CLARIFLOC SE-1381 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	49.0 -56.0 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	2.1 -3.0 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is six months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC SE-1381, sprinkle vermiculite or equivalent absorbent over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC SE-1381 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC SE-1381 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC SE-1381**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

CLARIFLOC SE-1381

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures*4.1. Description of first aid measures**Inhalation:*

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures*5.1. Extinguishing media**Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

*5.2. Special hazards arising from the substance or mixture**Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

*5.3. Advice for firefighters**Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures*6.1. Personal precautions, protective equipment and emergency procedures**Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

*6.3. Methods and material for containment and cleaning up**Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage*7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection*8.1. Control parameters**Occupational exposure limits:*

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

<i>a) Appearance:</i>	Viscous liquid, Milky.
<i>b) Odour:</i>	Aliphatic.
<i>c) Odour Threshold:</i>	No data available.
<i>d) pH:</i>	Not applicable.
<i>e) Melting point/freezing point:</i>	< 5°C
<i>f) Initial boiling point and boiling range:</i>	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m ³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

<i>Serious eye damage/eye irritation:</i>	Not irritating. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
<i>Mutagenicity:</i>	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.
<u><i>Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched</i></u>	
<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

<i>Reproductive toxicity:</i>	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
<i>Aspiration hazard:</i>	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	No data available.
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

<i>Acute toxicity to fish:</i>	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
<i>Acute toxicity to invertebrates:</i>	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
<i>Acute toxicity to algae:</i>	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), *n*-tridecyl-*ω*-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

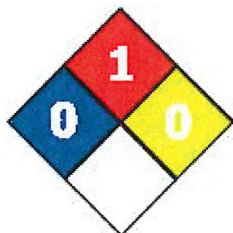
SECTION 16: Other informationNFPA and HMIS Ratings:

NFPA:

SAFETY DATA SHEET

CLARIFLOC SE-1381

Health: 0
Flammability: 1
Instability: 0



HMIS:

Health: 0
Flammability: 1
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 12. Ecological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



Submission Receipt

City of Tarpon Springs



Project Details

SUBMISSION COMPLETE!

Your submission has been finalized. Please see below for your confirmation details.

Confirmation Details

Project:	Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment
Ref. #:	240098-S-AS
Submission Time:	Jul 01, 2024 5:06 PM EDT
Name:	Boyd Stanley
Email:	bids@polydyneinc.com
Organization:	Polydyne Inc.
Requested Documents:	Proposal - Required Letter_of_Intent_with_complete_response_from_Polydyne_Inc._for_RFQ_No._240098-S-AS.pdf
Confirmation Code:	NDY0NDkx

Download All Files

Download

Send Email

Click to send an email to polybiddpt@snfhc.com. A confirmation email has already been sent.

Return to Portal Listing

If you need to access the project details you can find them on the Portal Listing.



We are continually improving the digital submission process at **City of Tarpon Springs**, but we need feedback from suppliers like you.

[Provide Feedback »](#)

Need to Revise Your Submission?

[Click here to un-submit your submission.](#) Note that only submissions that have been finalized and submitted will be considered.

[Technical Support](#)

[Portal Security](#)

[Terms of Service](#)

Powered by
 **Bonfire**

June 27, 2024

Anela Saday, Senior Procurement Analyst
City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, FL 34689

Subject: Statement of Interest – RFQ No. 240098-S-AS – Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment

Ms. Saday:

POLYDYNE INC. ("POLYDYNE") is a wholly owned subsidiary of SNF HOLDING COMPANY ("SNFHC"). POLYDYNE is the largest supplier of water-soluble polymers to the municipal market in the United States. In addition to POLYDYNE, SNFHC operates nine manufacturing plants in the United States. We are a fully integrated manufacturing company and produce several of our key raw materials. POLYDYNE is also the only polymer supplier that offers a full range of polymers, i.e., powders, emulsions, and solutions. Worldwide our company has been in operation for over 25 years. Please see attached "REFERENCES" form for a listing of current Polydyne Inc. customers.

POLYDYNE'S exclusive charter is to be the direct marketing organization for all SNFHC produced products, to the municipal market, in the United States, particularly those requiring "Manufacturer Only."

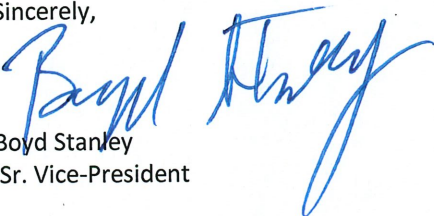
The Liquid Emulsion Type, Cationic Polymer that Polydyne Inc. will supply, if awarded this contract, is manufactured at Polydyne's manufacturing facility located at One Chemical Plant Rd., Riceboro, GA 31323.

POLYDYNE has two representatives in your area with extensive experience and expertise in the field of water and wastewater polymers. They are as follows:

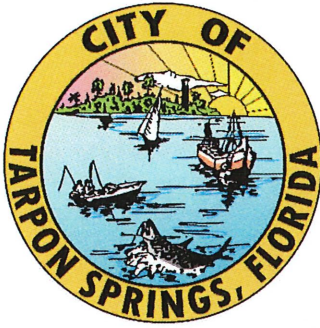
- Chris Cherp, Sr. Technical Sales Representative, is a degreed Chemical Engineer with over twenty years of experience in the water treatment industry.
- Kevin Surla, Technical Service Representative, has eight years of experience in the water treatment industry.

Chris Cherp can be reached at (941) 961-3998 and resides in Wesley Chapel, FL. The business mailing address for either representative is One Chemical Plant Rd., Riceboro, GA 31323.

Sincerely,



Boyd Stanley
Sr. Vice-President



CITY OF TARPON SPRINGS, FL

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

July 01, 2024

Request for Qualifications #240098-S-AS
Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment
ADDENDUM 2

The purpose of this addendum is to answer the following questions:

Q1: [What is] the type of dewatering machine(s), Centrifuge/Belt Press/ScrewPress, etc.?

A1: Hiller Centrifuges

Q2: [What is] the type of polymer make down unit, In-line dilution or polymer aging tank?

A2: Polyblend with in-line dilution water, no aging tank.

Q3: [What is] the make down water, city or reclaimed (reuse)?

A3: Primarily reuse water with potable water backup.

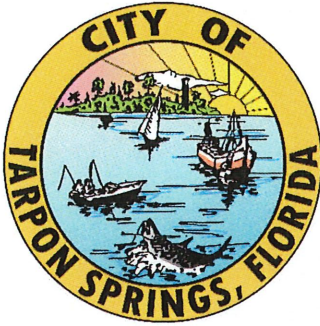
Q4: [What are] the average sludge solids TSS in % or ppm?

A4: .65 to .90 % solids

Q5: [What is] the average dry cake solids %

A5: 20%

All other requirements, terms and conditions remain the same.
Copies of the plans and specifications may be obtained through Bonfire:
<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>



CITY OF TARPON SPRINGS, FL

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

June 20, 2024

**Request for Qualifications #240098-S-AS
Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment
ADDENDUM 1**

The purpose of this addendum is to update the Due date for submissions:

**FROM: June 27, 2024
TO: July 03, 2024**

And

Provide the following dates and times to collect sludge samples from the Advanced Wastewater Treatment Facility, located at 201 Pine Street, Tarpon Springs, FL 34689. Sludge samples will be provided in 3-gallon buckets.

**Monday, June 24, 2024 between 10 a.m. – Noon or
Wednesday, June 26, 2024 between 1 p.m. – 3 p.m.**

Contact Anela Saday, asaday@ctsfl.us, Senior Procurement Analyst to schedule sample collection. Note: to maintain the integrity of the solicitation process, City staff outside of Procurement Services, are under a strict Cone of Silence and cannot discuss the solicitation or answer questions. Questions must be submitted in writing to purchasing@ctsfl.us or via Bonfire.

The question period will be extended through 3 p.m. ET on June 28, 2024.

And

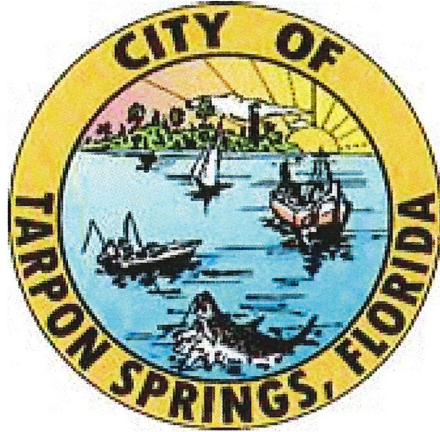
Update the In-Facility testing period:

**FROM: July 9, 2024 – July 12, 2024
TO: July 16, 2024 – July 19, 2024**

All other requirements, terms and conditions remain the same.
Copies of the plans and specifications may be obtained through Bonfire:
<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>

RFQ No. 240098-Q-AS

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR QUALIFICATIONS**



RFQ No. 240098-S-AS

**Liquid Emulsion Type, Cationic Polymer for
Wastewater Treatment**

ISSUE DATE: June 17, 2024

RESPONSES DUE: June 27, 2024
3:00 P.M. (Local Time)

SUBMIT TO: City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689

CITY OF TARPON SPRINGS, FLORIDA

REQUEST FOR QUALIFICATIONS
RFQ No. 240098-S-AS
Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment

The City of Tarpon Springs, Florida ("City") and the City of Dunedin, in a cooperative agreement, are requesting responses to this Request for Qualifications ("RFQ"), for liquid emulsion type, cationic polymer for wastewater treatment.

This solicitation will be performed as a two-step process.

- **Step-One** consists of submittal of Letters of Intent and pre-qualification of polymer, based on in-plant testing of products.
- **Step-Two** consists of a request for pricing from those firms who successfully completed Step-One of this solicitation. Firms not participating in, or not successfully completing, Step-One of this solicitation will not be invited to submit pricing for Step-Two.

Qualified firms who meet the stated requirements, will be invited to submit their bid pricing for *Step-Two*) in accordance with the criteria outlined herein.

The Request for Qualifications (RFQ) can be obtained from the website at <https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>. Questions regarding this RFQ should be directed to Anela Saday, Senior Procurement Analyst, at asaday@ctsfl.us. All questions must be received in writing no later than 3:00 PM, local time, June 20, 2024, and will be answered via written addendum.

Statement Submission, Date and Time:
No later than **3:00 PM**, local time, **June 27, 2024**.

RFQ No.	240098-S-AS
Project:	Liquid Emulsion Type, Cationic Polymer
Bid Bond:	N/A
Performance Bond:	N/A

Statements of Qualifications are expected to be submitted electronically. If you elect to respond to this solicitation, you must submit the response electronically through the online services of Bonfire, all documents and attachments must be uploaded by the date and time indicated. Proposers who are E-Bidding for the first time are strongly encouraged to contact Bonfire to obtain assistance by e-mailing questions to <https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>. Solicitation responses uploaded to Bonfire after the Solicitation Response Due Date and time, shall not be considered. It is the sole responsibility of the Offeror to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

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

The City of Tarpon Springs' staff will evaluate the proposals based on the criteria established in the Request for Qualifications. After the evaluation is completed, the City Board of Commissioners' approval will be sought to approve the evaluation and award a negotiated

Agreement, which will be in the best interest of the City, with the top ranked Firm.

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

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

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

The City will not pay any costs incurred by Offerors in the preparation of its proposal or presentations. Proposals may not be withdrawn for 90 days after bid opening. The City reserves the right to reject any and all proposals and to waive minor informalities.

If you elect to respond to this Request for Qualifications, **provide one (1) electronic uploaded copy of your response by the date indicated.**

Late submissions will be rejected.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Attachments

JL: as

SECTION 1- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs ("City") and the City of Dunedin in a cooperative agreement, are soliciting Statements of Qualifications from qualified firms for a high-charge cationic polyacrylamide in emulsion form polymer that is used as a flocculant in a wide variety of municipal wastewater treatment applications.

Responders to this Request for Qualifications shall be manufacturers who have been in business for three (3) years or more, who manufacture polymer products used in water/wastewater treatment field, and who have competent, trained personnel familiar with sludge dewatering systems and who will periodically assist staff as needed, to optimize the dewatering process at no charge. Certified/qualified distributors representing manufacturers who submit will be evaluated in the same manner as manufacturers submitting letters of intent.

1.1. DEFINITIONS

Addendum: A modification of the Bid/Agreements issued by Procurement Services and distributed to prospective Proposers prior to the bid due date and time.

Bid. The written submittal of an Proposer, submitted on the Bid Form to provide goods and/or perform the work/services in accordance with the requirements and specifications of the Bid Documents and stating the consideration that the Proposer will require for doing so.

Proposer. An individual, partnership or corporation submitted a bid, on the attached Bid Form, for the item and/or service contemplated.

City: The term City means the City of Tarpon Springs, Florida.

Change Order. A written order issued by the Chief Procurement Officer to the Successful Proposer/Contractor directing certain changes, additions or reductions in work or services or in the materials or methods to be used.

Contract: The written agreement between the City and the Successful Proposer/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

Agreements. The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements and Change Orders.

Request for Proposals. The term Request for Proposals means a solicitation of formal sealed proposals. The acronym "RFP" means Request for Proposals, the RFP includes the Instructions to Proposers, General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed proposals. Price is usually not a primary evaluation factor.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Proposer. The term responsible Proposer means an Proposer who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Proposer. The term responsive Proposer (Firm) means a Proposer who has submitted a bid which conforms in all material respects to the requirements set forth in the solicitation.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the requirement performance. The term shall not include employment agreements or collective bargaining agreements.

1.2. SCOPE OF SERVICES

The purpose of this solicitation is to establish an agreement regarding price, service, and delivery of polymer for the solids dewatering system for the City of Tarpon Springs, Advanced Wastewater Treatment Facility and the City of Dunedin. The City's dewatering process produced on average cake solids of 20.3% over the last five-year period.

The product shall be used to dewater aerobically digested sludge in concentrations from a 0.65 % to 1.0% via the City's existing centrifuge dewatering system. Only products that have been successfully manufactured for liquid/solids separation systems including clarification, thickening, and dewatering will be tested.

1.2.1 Step One:

Letter of Intent (Statement of Qualifications)

The Letter of Intent **must** include the following:

- a. Name, address, and contact information of firm submitting the Letter of Intent.
- b. Evidence that the manufacturer has manufactured polymers for water/wastewater applications for three years or more.
- c. A list of water/wastewater plants (5 at a minimum) where the vendor's polymer is being used, what polymer being used, contact name, and telephone number.
- d. The name, address, and phone number of the vendor's contact person, a description of this person's training and experience with polymer applications in sludge thickening and dewatering will be tested.
- e. The company and location of the facility where the polymer is manufactured.

1.2.2. Evaluation and Pre-Bid Testing Procedure

Upon request, your Firm will be provided a sample of the Wastewater Treatment Facility's sludge for your own in-house analysis.

Upon receipt of your Letter of Interest your firm will be contacted to perform, at no additional cost to the City of Tarpon Springs, in-plant testing.

Each bidder shall perform in-plant testing of its product on the existing centrifuge dewatering system using actual sludge to exactly determine the bid product dosage and compatibility with existing equipment.

Each product will be tested for no more than eight (8) hours to determine the exact dosage and compatibility. During the testing period your firm will be allowed 30 minutes at the beginning of testing and 30 minutes at the end of testing to ask specific questions. Questions and Answers will be combined into one report and will be provided on-line and sent to those vendors who are invited to participate in Step-Two.

A maximum of three (3) products will be allowed for testing for each vendor.

The product shall produce a concentrated sludge cake of 20.3% at a minimum, with an 100 gallons per minute (GPM) feed rate, 0.75 - 0.85% solid feed average, achieving a 99.0% capture rate at the lowest possible polymer concentration.

To be considered acceptable in Step-One of this solicitation, Offerors must achieve, at a minimum, the above specified results in testing. Offerors whose testing does not meet these minimum requirements will be determined not acceptable and will not be included in Step-Two of the solicitation process.

1.3. BUDGET

Approximately \$90,000 annually for the City of Tarpon Springs, and \$30,000 annually for the City of Dunedin.

1.4. TENTATIVE SCHEDULE*

Solicitation June 17, 2024
Deadline for Questions June 21, 2024

Step-One:

Receipt of Letters of Interest Due.....June 27, 2024
In-Facility Testing.....July 9, 2024 – July 12, 2024
(Testing will be conducted Tuesday through Friday only).

Step-Two:

Request for Pricing Due..... July 23, 2024
Board Approval.....TBD

*Dates are subject to change and listed here for planning purposes

SPECIFICATIONS

1.5. GENERAL SPECIFICATIONS

Polymers shall be liquid emulsion type polymer only and readily and completely soluble in water.

The polymer must maintain ninety percent (90%) strength for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. Should the product characteristics deteriorate, or polymer become unusable within the six months, the vendor will replace the supplied products at no charge to the city.

The polymer materials in both concentrated and diluted form shall be classified as non-hazardous material for shipping and use under applicable standards and shall not require special handling nor shall they pose hazards to employees working with them.

The polymer supplied must have a low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation. First aid or other suggested medical treatment procedures for this product must be furnished by Supplier prior to delivery of the first shipment along with material safety data sheets (MSDS).

1.5.1. WASTEWATER

The selected polymer shall be determined through testing at the City's Advanced Wastewater Facility to identify the most efficient blend. This will be determined by the greatest dewatering characteristics at the lowest polymer concentration. The polymer dosages will be varied per the "2024 Poly Testing Summary" sheet to determine the most cost-effective product available.

1.5.2. TECHNICAL REQUIREMENTS

1. Product must be in concentrated form
2. Active solids 30% minimum
3. PH of 1% solution not less than 4.0 units
4. Viscosity as supplied compatible with existing equipment
5. Viscosity in solution compatible with existing equipment
6. Solubility soluble in water in all proportions
7. Product stability in drum shall be 6 months at the minimum
8. Product provided cannot be detrimental to the environment, plant processes, nor personnel handling product.
9. Product supplied must be compatible with all compact liquid polymer blending units such as Stranco Polyblend system.
10. Treatment with liquid polymer must effect a continuous solids concentration at the discharge of the centrifuge.
11. The liquid polymer will be applied to waste activated sludge with an average concentration between 0.65% to 1.0% dry solids.
12. Polymer dosage which requires the currently installed polymer feed pumps to operate at greater than 50% speed and stroke.

1.5.3. QUALITY OF PRODUCT

Product must perform in accordance with specifications contained in this bid document at the dosage submitted by the successful bidder. Failure of the product to perform in accordance with all requirements may result in contract termination.

STEP-TWO:
Request for Pricing

Upon receiving an acceptable result in step-one, your firm will receive a request for pricing for the product determined to be acceptable during the in-plant testing.

Formulation of Request for Pricing

The Bidder is to use the pounds per dry ton as determined from the gravity belt test to calculate cost.

Bids must be calculated based upon cost in dollars per dry tons of solids treated. Calculation will use the following formula:

(NUMBER OF) pounds of polymer per ton of dry solids treated by \$(COST) per ton of dry solids treated.

Firm Contact Person

The successful vendor shall be prepared to provide the essential information listed to the Department immediately after notification of award.

The Department will not authorize any delivery of product until the following information has been provided so that the department may accurately monitor chemical orders:

Name of Contact Person Assigned as Designated Account Manager:

- a. Phone Number of Person
- b. Fax Number of Person
- c. E-mail Address of Person
- d. Physical Address of Person

SECTION 2 - SPECIAL CONDITIONS

2.1 Intent

The purpose of this solicitation is to establish an agreement regarding price, service, and delivery of polymer for the solids dewatering system for the City of Tarpon Springs, Advanced Wastewater Treatment Facility, and the City of Dunedin.

2.2 Term

The initial contract term shall be a period of five (5) years from the date of award, with the option of one (1), 3-year renewal period.

2.3 Background Checks

The Proposer shall certify to the City of Tarpon Springs background checks are conducted on all Proposer's employees who will perform services at City facilities.

2.4 Licenses and Permits

Proposer shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Proposer's performance of this Agreement. Proposer shall provide the City with written evidence of such licenses, certifications and approvals.

2.5 Books and Records

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the term of this Agreement and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the City for a period of three (3) years following expiration or earlier termination of this Agreement.

2.6 No Liens

Proposer shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Proposer, or to anyone using City property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

2.7 No Waiver

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Proposer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

2.8 Performance

Proposer shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.

2.9 Safety Standards

Proposer shall be responsible for ensuring that personnel assigned to the Contract follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

2.10 Unauthorized Personnel

The Firm's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Proposer employee. The City of Tarpon Springs prohibits teenagers, minors, or children from working in City-owned buildings under this Agreement. All employees of the Proposer must be eighteen (18) years of age or older.

2.11 Use of City Property, Facilities and Equipment

The Firm shall not use City facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company

business. The City telephones shall be used only for medical emergencies or to call City representative(s). If used, a notice of use shall be provided to the City Representative when no City employees are on site.

2.12 Damage

Proposer shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Proposer, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed 30 calendar days from date damage was done.)

2.13 Examination of the Work

The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

2.14 Use of Premises

Proposer shall confine its equipment, apparatus, and the operation of its workmen to the limits indicated by Laws or direction of the project manager, and shall not unreasonably encumber the premises with its materials. Proposer shall take all measures necessary to protect its own materials.

2.15 Clean-up

At the end of each working day, Proposer shall clean and remove from the premises, all discarded materials and rubbish and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work. Proposer shall leave the work site in a neat and presentable condition.

2.16 Non Exclusive

Award of this Agreement shall impose no obligation on the City to utilize Proposer for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

2.17 Relationship of Parties

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the City and Proposer. It is understood and agreed that nothing contained herein, nor any acts of the City or Proposer, shall be deemed to create any relationship other than the relationship of independent Proposers and principals of their own accounts.

Neither Proposer nor its employees shall be the employees of the City under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Proposer shall assume all liabilities and obligations imposed by any such Laws with respect to its employees. Proposer and its employees shall have no authority to act as the agent of the City and shall not hold itself out as such.

2.18 Subcontracting

The hiring or use of outside services or subcontractors in connection with the performance

of Proposer's obligations under this Agreement shall not be permitted without the prior written approval of the City. Proposer shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement. In the event that work is subcontracted, the Proposer retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.

Notwithstanding any such subcontracting, Proposer shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.

2.19 Equipment Storage Space

Equipment storage space and maintenance areas shall be provided by the City. Although provided by the City, it will be the responsibility of the Proposer to keep the area neat and clean at all times.

2.20 Purchase Agreement

The successful Proposer shall be issued a Purchase Order, which by reference, incorporates all terms and conditions as set forth in this RFQ, any Addenda issued, and the Proposer's response.

The Purchase Order, RFQ document, any Addenda issued, and the Proposer's response shall constitute the entire Agreement between the City and the successful Proposer.

Proposer shall reference the Purchase Order number on any invoice submitted to the City for payment.

2.21 Termination of Contract

The City of Tarpon Springs reserves the right to terminate this Agreement with 30 days written notice if:

- a. Proposer is determined by the City to be in breach of any of the terms and conditions of this Agreement;
- b. The City has determined that such termination will be in the best interest of the City to terminate this Agreement for its own convenience; or
- c. Funds are not available for this service. The City's obligation is contingent upon the availability of appropriated funds.

SECTION 3 - RESPONSE REQUIREMENTS

3.1. Required Format

- a. The electronic version of the response (Letter of Interest) shall be in pdf or Microsoft Office® format and shall include all the information and documentation requested herein. The electronic version of Proposer's response submission should be a continuous document in one file and shall clearly identify the Proposer and the RFQ number.
- b. The following is an explanation of the minimum information that should be included in each of the sections. Submittals must conform to this format.

To ensure the City receives the required evaluation information, and to assist in preparation of your response please provide your Letter of Intent, with the requested information in its entirety. Failure to do so may result in your firm being removed from the evaluation process. Evaluation of the stated requirements is a prime factor in the award of this project.

SECTION 4 - EVALUATION AND PRE-BID TESTING PROCEDURE

4.1. Evaluation of Qualifications

The City endeavors to maintain strict confidentiality and objectivity throughout this procurement process to the extent allowed by law. Thus, Firms shall in no way attempt to communicate with City staff, City Board of Commissioners, and other key project stakeholders except as outlined in the RFQ.

Firms will be provided a sample of the Wastewater Treatment Facility's sludge for your own in-house analysis.

Upon receipt of each Letter of Interest, the corresponding firm will be contacted to perform, at no additional cost to the City of Tarpon Springs, in-facility testing.

Each Firm shall perform in-facility testing of its product on the existing centrifuge dewatering system using actual sludge to exactly determine the bid product dosage and compatibility with existing equipment.

Each product will be tested for no more than eight (8) hours to determine the exact dosage and compatibility. During the testing period your firm will be allowed 30 minutes at the beginning of testing and 30 minutes at the end of testing to ask specific questions. Questions and Answers will be combined into one report and will be provided on-line and sent to those vendors who are invited to participate in Step-Two.

A maximum of three (3) products will be allowed for testing for each Firm.

The product shall produce a concentrated sludge cake of 20.3% at a minimum, with a 100 gallons per minute (GPM) feed rate, 0.75 - 0.85% solid feed average, achieving a 99.0% capture rate at the lowest possible polymer concentration.

To be considered acceptable in Step-One of this solicitation, Offering Firms must achieve, at a minimum, the above specified results in testing. Offerors whose testing does not meet these minimum requirements will be rejected and will not be included in Step-Two of the solicitation process.

SECTION 5 – ADMINISTRATIVE REQUIREMENTS -INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

5.1. Preparation of the RFQ

Proposers are expected to examine this RFQ and all related documents. Failure to do so is at the Proposer's risk. Each Proposer shall furnish the information required by the RFQ. The Proposer shall print or type the Proposer's name, address and telephone number on the face page, and each continuation sheet must be identified with Proposer's name.

The Proposers shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

5.2. Submission or Receipt of Proposals

Proposals are to be submitted electronically through the e-bidding process via, Bonfire.

Facsimile or e-mail proposals will not be considered. Late proposals and modifications will not be considered. Failure to follow the instructions in the RFQ is cause for rejection of offer.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature. This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature.

5.3. Right to Reject Proposal

Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The City will not pay any costs incurred by any Proposers in the preparation of proposals or presentations.

5.4. Explanations

Explanations or instructions shall not materially alter the RFQ unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFQ will be issued by the City of Tarpon Springs through Bonfire:

(<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>). **Responses will not be made to questions submitted after the deadline.**

5.5. Acceptance of Offer

The signed proposal shall be considered an offer on the part of the Proposer.

5.6. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Proposer so agrees by submitting its proposal.

5.7. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Department. Should it be found necessary, a written addendum will be incorporated in the RFQ and will become part of the Agreement. The City will not be responsible for any oral instructions, clarifications, or other communications.

5.8. Disqualification

The City reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers.

5.9 Mistakes

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at Proposer's risk.

5.10. Taxes

The City does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. The Tax Exemption Number is 85-8012621696C-2.

5.11. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this proposal prior to their beginning of work, it shall be the responsibility of the successful Proposer to notify the City of Tarpon Springs at once, indicating in writing the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

5.12. Advertising

In submitting a proposal, Proposer agrees not to use the results as a part of any advertising.

5.13. Excess Reprocurement Liability

Contractor shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform. Such re-procurement expense obligation by contractor shall be limited to the excess over the agreed upon price.

5.14. Waiver of Breach

No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

5.15. Entire Agreement

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

5.16. Execution of Agreement

The individual, firm, or corporation to which the Agreement has been awarded shall sign the necessary Agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved Agreement has been

received by the successful Contractor. The Agreement shall not be considered binding upon the City until it has been properly executed.

5.17. Proposer Expenses

The City is not responsible for any expenses that Proposer may incur in preparing and submitting responses called for in this request. The City will not pay for any such expenses and will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations.

5.18. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the City to perform the services provided hereunder.

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

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

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

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT:**

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

5.19. Compliance with Laws

Proposer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with City policies and procedures including but not limited to policies and procedures related to security and internet access.

5.20. Governing Law; Consent to Jurisdiction

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

5.21. Attorney's Fees

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

5.22. Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

5.23. Hold Harmless

The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractor, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the

employees of the Contractor against the City of Tarpon Springs and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

5.24. Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal 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 proposals will be followed if none of the tied Proposers have a drug-free workplace program.

5.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.26. Award Without Discussion

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.27. Award of Agreement

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP.

5.28. Non-budgeted Funds

In the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

5.29. Disputes and Complaints

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

5.30. Compliance with Labor and Immigration Laws

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

5.31. Assignment

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

5.32. Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

5.33. Cooperative Use of Contract

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

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

SECTION 6 – PROPOSAL FORMS

Vendor Letter of Intent
Vendor Information
References
Non-Collusion Affidavit
Drug Free Workplace Certification
Lobbying and Conflict of Interest
E-Verify Certification
Scrutinized Companies Certification

PROPOSAL FORMSVENDOR INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: Polydyne Inc.
 Address 1: One Chemical Plant Rd.
 Address 2: _____
 City: Riceboro
 State: GA
 Zip Code: 31323
 Phone Number: (800) 848-7659 Option 2
 Fax Number: (912) 880-2078
 Project Contact: Boyd Stanley, Sr. Vice-President
 e-mail address: bids@polydyneinc.com
 Remittance (Payment) Mailing Information
 Address 1: P.O. Box 404642
 Address 2: _____
 City: Atlanta State: Georgia
 Zip Code: 30384
 Phone Number: (800) 848-7659 Option 2
 Fax Number: (912) 880-2078
 Project Contact: Boyd Stanley, Sr. Vice-President
 e-mail address: bids@polydyneinc.com
 Federal Tax ID No.: 34-1810283

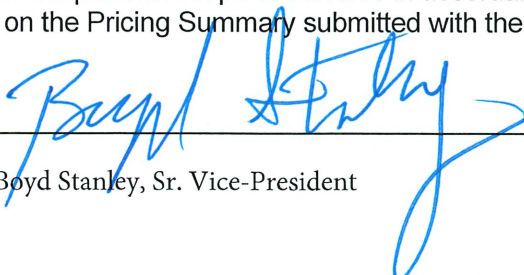
Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents. Yes
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Yes
3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
<u>06/20/24</u>	<u>1</u>	_____	_____
<u>07/01/24</u>	<u>2</u>	_____	_____
 - (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work. Yes
 - (c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Yes

or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City of Tarpon Springs.

4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal.

Proposer:  (signature)

Boyd Stanley, Sr. Vice-President

RFQ No. 240098-S-AS
Liquid Emulsion Type, Cationic Polymer

REFERENCES

#1 Agency	Los Angeles County Sanitation District	
Address	24501 South Figueroa St.	
City, State, Zip	Whittier, CA 90601	
Contact Person	Cecilia Dominguez	
Telephone:	(562) 699-8665	Email: ceciliadominguez@lacsds.org
Date(s) of Service	03/21/23 - 05/31/25 (current contract)	
Type of Service	Supply of Liquid, Emulsion Type, Cationic Polymer	
Comments		
#2 Agency	City of Tampa	
Address	2700 Maritime Blvd.	
City, State, Zip	Tampa, FL 33602	
Contact Person	Robert Decker	
Telephone:	(813) 247-3451	Email: Robert.Decker@tampagov.net
Date(s) of Service	11/21/19 - 01/22/2025 (current contract)	
Type of Service	Supply of Liquid, Emulsion Type, Cationic Polymer	
Comments		
#3 Agency	City of Jacksonville (JEA)	
Address	2400 Talleyrand Ave.	
City, State, Zip	Jacksonville, FL 32202	
Contact Person	Peter Blackley	
Telephone:	(904) 665-8377	Email: BlacPJ@jea.com

Date(s) of Service	09/21/2004 - 02/14/2025	
Type of Service	Supply of Liquid Emulsion Type, Cationic Polymer	
Comments		
#4 Agency	County of Hillsborough	
Address	102 N. Falkenburg Rd.	
City, State, Zip	Tampa, FL 33601	
Contact Person	Dan Orloski	
Telephone:	(813) 744-5889	Email: OrloskyD@hillsboroughcounty.org
Date(s) of Service	08/06/2021 - 09/30/2025	
Type of Service	Supply of Liquid Emulsion Type, Cationic Polymer	
Comments		
#5 Agency	City of Columbia	
Address	1200 Simmon Tree Lane	
City, State, Zip	Columbia, SC 29201	
Contact Person	Stephen Sealey	
Telephone:	(803) 465-7331	Email: Stephen.Sealey@columbiasc.gov
Date(s) of Service	01/17/2023 - 08/05/2024	
Type of Service	Supply of Liquid Emulsion Type, Cationic Polymer	
Comments		

NON-COLLUSION AFFIDAVIT

I, Boyd Stanley, depose and say that:

1. I am Sr. Vice-President of the firm of Polydyne Inc., the firm submitting the response described in this Request for Proposals for: RFP 230071-P-JL, Executive Search Firm and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: *Boyd Stanley* Date: 06/27/24

STATE OF: Georgia CITY OF: Riceboro

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 27th day of 2024.

NOTARY PUBLIC

My Commission Expires: December 17, 2026



DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. 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.
2. Inform employees about the dangers of drug abuse in the workplace, the business 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.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, 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, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

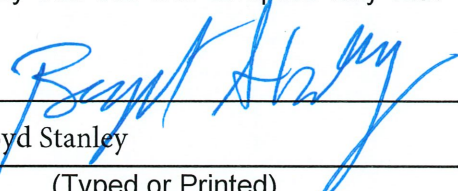
Date: 06/27/24

Company: Polydyne Inc.

Address: One Chemical Plant Rd.

Riceboro, GA 31323

Phone No: (800) 848-7659 Option 2

Signature: 

Name: Boyd Stanley
(Typed or Printed)

Title: Sr. Vice-President

E-Mail: bids@polydyneinc.com

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company)

Polydyne Inc.

warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee".

Signature

Date: 06/27/24 Boyd Stanley, Sr. Vice-President

STATE OF: Georgia CITY OF: Riceboro

Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

NOTARY PUBLIC

My commission expires:

My Commission Expires
December 17, 2026



MINIMUM INSURANCE REQUIREMENTS

1. Insurance

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

- A. The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current A.M. Best Company, Inc. Key Rating Guide. Prior to the time the 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.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Broad Form Property Damage and Fire Legal Liability(Per Occurrence)	\$50,000
2.	Automobile Liability	
	Each Occurrence Combined Single Limit	\$1,000,000
	General Aggregate	\$1,000,000
3.	Worker's Compensation	\$1,000,000
4.	Employer's Liability	
	Each Accident	\$1,000,000
	Disease Each Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

- 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, c/o 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", endorsed on the policy/policies.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2024

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

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

PRODUCER EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas – 8 th Floor New York, NY 10036	CONTACTA NAME: Andrea Kim		
	PHONE (A/C, No, Ext): 212.293-6203	FAX (A/C, No): 212.488.0220	
	E-MAIL: andrea.kim@epicbrokers.com		
	ADDRESS:		
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY		25445
	INSURER B: HARTFORD FIRE INSURANCE COMPANY		19682
	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY		22357
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		IEPICB5ZFB004	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		10ABR30602	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	10WNR30600	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The City of Tarpon Springs is included as an Additional Insured where required by written contract as per terms and conditions of the policies. 30 days notice of cancellation provisions as per the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

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

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E-VERIFY CERTIFICATION

RFQ/Contract No: 240098-S-AS

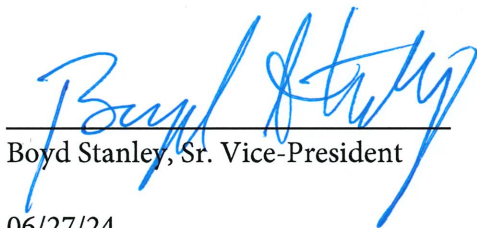
Project Description: Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment

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: Polydyne Inc.


Boyd Stanley, Sr. Vice-President

06/27/24
Date

Cust Org Id	Org Name	Start Date	E-Verify Location	E-Verify Start Date	E-Verify Company ID	Earliest Hire Date	Data Source	Order in Hierarchy
101	101 - SNF HOLDING	2013-03-11	Y	2011-01-28	385743	2010-10-14	Migrated from Vista	-->49616-SNF Holding Company (Company)
401	401 - POLYDYNE	2013-04-02	Y	2011-01-28	385743	2010-10-14	Payroll	-->49616-SNF Holding Company (Company)

You have elected to export information from the ADP ei-9 system. This information contains personal information. By exporting this data you accept responsibility to protect and secure this data.

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the SNF Holding Company (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.
- Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.
- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. SNF Holding Company (Employer) hereby designates and appoints Maricel Salazar (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number:32855

Client Company ID Number:385743

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Maricel Salazar	Title
Signature Electronically Signed	Date February 09, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:32855

Client Company ID Number:385743

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SNF Holding Company
Company Facility Address	One Chemical Plant Road Riceboro, GA 31323
Company Alternate Address	
County or Parish	Liberty
Employer Identification Number	51-0329277
North American Industry Classification Systems Code	Chemical Manufacturing (325)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	0

Company ID Number:32855

Client Company ID Number:385743

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number:32855

Client Company ID Number:385743

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jennifer Hinze
Phone Number	(912) 880-8091
Fax Number	
Email Address	jenniferh@snfhc.com

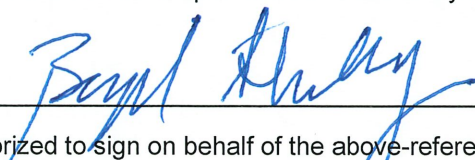
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: Polydyne Inc.

Proposer/Contractor FEIN: <u>34-1810283</u>		
Proposer/Contractor's Authorized Representative Name and Title: <u>Boyd Stanley, Sr. Vice-President</u>		
Address: <u>One Chemical Plant Rd.</u>		
City: <u>Riceboro</u>	State: <u>GA</u>	Zip: <u>31323</u>
Phone Number: <u>(800) 848-7659 Option 2</u>		
Email Address: <u>bids@polydyne Inc.</u>		

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.

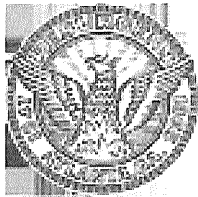
As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum 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: Boyd Stanley, Sr. Vice-President

Date: 06/27/24



CITY OF ATLANTA
55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name: POLYDYNE INC.
Business Location: 1 CHEMICAL PLANT RD
RICEBORO, GA 31323
Owner:
License Number: LGB-124940-2020
Issued Date: 2/5/2024
Expiration Date: 12/31/2024

Business Type(s): 561439 Other Business Service Centers
(including Copy Shops)
Mailing Address: 1 CHEMICAL PLANT RD
RICEBORO, GA 31323
License Type: General Business License
Classification: Other Services except Public Administration

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER : 0338648
DATE INC/AUTH/FILED : July 09, 2003
JURISDICTION : Delaware
PRINT DATE : January 23, 2014

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

POLYDYNE INC.
A Foreign Corporation

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

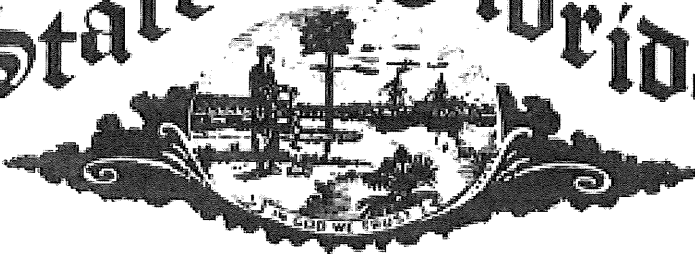


B. P. Kemp

Brian P. Kemp
Secretary of State

Tracking #: 50qIMVBm

State of Florida



Department of State

I certify from the records of this office that POLYDYNE INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 2, 2001.

The document number of this corporation is F01000005154.

I further certify that said corporation has paid all fees due this office through December 31, 2004, that its most recent annual report/uniform business report was filed on November 17, 2004, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of November, 2004



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

2024 Polymer Testing Summary

Date	Vendor	Polymer product #	Speed	Stroke	Gal per hr	Cake %	lbs of solids processed per hours	lbs polymer per hour	Tons of solids processed per hour	lbs of polymer per dry ton	active pounds of polymer used per dry ton of solids	Price per pound	Polymer cost per dry ton processed	Comments/Observations
														Note: Feed Sludge of 91 GPM was used for testing
17-Jul	Solenis		100%	100%	2.5000	20.9	500.40	21.50	0.2502	85.93	42.97	\$1.550	\$66.60	
			80%	100%	2.0000	21.8	500.40	17.20	0.2502	68.75	34.37	\$1.550	\$53.28	
			70%	100%	1.7500	N/A	500.40	15.05	0.2502	60.15	30.08	\$1.550	\$46.62	
			65%	100%	1.6250	N/A	500.40	13.98	0.2502	55.86	27.93	\$1.550	\$43.29	TSS Mg/l ANC
					0.0000	21.35	500.40	0.00	0.2502	0.00	0.00	\$1.550	\$0.00	annual estimated cost based on average cake solids & usage
18-Jul	Polydyne		100%	100%	2.5000	21.7	500.40	21.50	0.2502	85.93	42.97	\$1.650	\$70.89	
			80%	100%	2.0000	21.2	500.40	17.20	0.2502	68.75	34.37	\$1.650	\$56.71	
			70%	100%	1.7500	22.09	500.40	15.05	0.2502	60.15	30.08	\$1.650	\$49.63	
			65%	100%	1.6250	23.2	500.40	13.98	0.2502	55.86	27.93	\$1.650	\$46.08	
			60%	100.0%	1.5000	22.7	500.40	12.90	0.2502	51.56	25.78	\$1.650	\$42.54	
			50%	100%	1.2500	22.3	500.40	10.75	0.2502	42.97	21.48	\$1.650	\$35.45	TSS Mg/l ANC
			40%	100%	1.0000	21.8	500.40	8.60	0.2502	34.37	17.19	\$1.650	\$28.36	
					0.0000	22.14	500.40	0.00	0.2502	0.00	0.00	\$1.650	\$0.00	annual estimated cost based on average cake solids & usage

Formula to calculate dry pounds per hour: gpm x min. hour x pounds per gal x percent feed solids (I3)

Formula to calculate dry pounds per hour to dry tons: (I3/2000)

Formula to calculate gallons of polymer used per hour: Neat polymer x weight of polymer (K3)

Preliminary Bid Tabulation

BID PROPOSAL TABULATION/CITY OF TARPON SPRINGS		OPENED: August 8, 2024 @ 3:00 PM		BID TITLE: Liquid Emulsion Type, Cationic Polymer for Wastewater Treatment		READ BY: Anela Saday	
Note: This is a preliminary summary. THIS IS NOT AN AWARD		BID No. 240098-B-AS		ADVERTISED: NA		TABBED BY: Anela Saday	
BIDDER>>>		Solenis LLC		Polydyne, Inc.		DEPT: Wastewater Treament	
ITEM/ QUANTITY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	pre-qualified polymer product	Gallon	\$13.32	Gallon	\$14.19		
1	pre-qualified polymer product	Tote	\$3,569.76	Tote	\$3,795.00		
	pre-qualified polymer product	lbs. per gal.	8.595	lbs. per gal.	8.6		
	pre-qualified polymer product	price per lb. \$	\$1.55	price per lb. \$	\$1.65		
Total Net Bid Price		\$13.32 gallon/\$3,569.76 tote		\$14.19 gallon/\$3,795.00 tote			
ITEM/ QUANTITY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL



City of Tarpon Springs, Florida

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

MEMORANDUM

SEPTEMBER 3, 2024

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

FROM: JANE KNIFFEN, HUMAN RESOURCES DIRECTOR *JK*

THROUGH: MARK G. LECOURIS, CITY MANAGER

SUBJECT: PROPERTY & CASUALTY, WORKERS' COMPENSATION INSURANCES

RECOMMENDATION:

That the Board of Commissioners approve renewal of the City's Property & Casualty and Workers' Compensation insurances with the Florida Municipal Insurance Trust (FMIT) administered by the Florida League of Cities, for a one-year period commencing October 1, 2024.

BACKGROUND:

Historically the city's risk management rates have been determined largely by claims experience driven by frequency and severity, as well as risk exposure and re-insurance market rates.

A number of factors continue to heavily influence our premium rates:

- Record inflation rates have resulted in much higher costs for materials, labor, and operations, which in turn have driven elevated insurance premium rates.
- Substantial increases in catastrophic claims have caused the re-insurance market capacity to shrink, as demand has outpaced supply. The market has become increasingly "risk averse", particularly in known "high risk" areas such as ours.
- After a large market adjustment last year, our property insurance rates have stabilized; however our general and auto liability rates have increased due to increased claims and higher settlements.

The appended chart (*Attachment 2*) summarizes the year-over-year changes to the City's premium costs.

Sufficient funds have been budgeted for this increase.

Attachments:

1. Florida Municipal Insurance Trust (FMIT) Renewal Quote
2. *Property/Casualty and Workers' Compensation Renewal Premiums - FY 2024 – 2025*



RENEWAL QUOTE FOR 2024-2025

City of Tarpon Springs
FMIT 0591

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$25,000	\$1,000,000	\$460,179
Deductible Stoploss Amount	\$567,403		
Cyber Liability	\$25,000	\$1,575	\$1,654
Automobile Liability	\$25,000	\$1,000,000	\$142,400
Deductible Stoploss Amount	\$110,130		
Automobile Physical Damage	Per Schedule		\$53,902
Property	\$1,000	\$100,000,000	\$780,279
Workers' Compensation	\$0	Total Payroll	
Experience Modification 0.93	10/1/24	\$25,564,492	\$520,884
TOTAL NET PREMIUM			\$1,959,299

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

**CITY OF TARPON SPRINGS
PROPERTY/CASUALTY AND WORKERS' COMPENSATION RENEWAL PREMIUMS
FY 2024 - 2025**

COVERAGE	FY 2023 - 2024 AUDITED FINAL	FY 2024 - 2025 FMIT RENEWAL	\$ DIFFERENCE	% DIFFERENCE
PROPERTY & LIABILITY	\$1,308,712	\$1,438,414	\$129,702	9.90
WORKERS' COMPENSATION	\$450,524	\$520,884	\$70,360	15.62
TOTAL PREMIUM	\$1,759,236	\$1,959,298	\$200,062	11.37



City of Tarpon Springs, Florida

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

MEMORANDUM

DATE: SEPTEMBER 3, 2024
TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: JANE KNIFFEN, HUMAN RESOURCES DIRECTOR
THROUGH: MARK G. LeCOURIS, CITY MANAGER
SUBJECT: MEDICAL, LIFE/AD&D, LONG AND SHORT-TERM DISABILITY INSURANCE RENEWALS

RECOMMENDATION

That the Board of Commissioners approve renewal of employee insurances as outlined below:

BENEFIT*	RECOMMENDED CARRIER/PLAN	EFFECTIVE DATES- RATE GUARANTEE	COST INCREASE/DECREASE	COMMENTS
Medical	FMIT/UHC Choice Plus Plan 15	10/1/2024 – 9/30/2025	+ 8.7%	Includes wellness clinic and EAP
Basic Life/AD&D	The Hartford	10/1/2024 – 9/30/2026	+ 0.0%	Excellent claims paying record
Long Term & Short Term Disability	The Hartford	10/1/2024 – 9/30/2026	+ 0.0%	Network includes local dentists

*no coverage changes

It is also recommended that:

- The City continues to pay 100% of the Employee Only medical premiums at the new rate;
- The City absorbs the 8.7% increase in Dependent medical premiums; the employee share of Dependent medical premiums remains unchanged.

BACKGROUND

In an effort to secure the most complete employee benefit coverages at reasonable cost, i.e. the best program for both the City and its employees, considering a combination of service, level of benefits and premium cost, the City elected to contract the services of the Gehring Group as consultant, in 2019.

Gehring Group (GG) has reviewed benefit coverages, network access of care, carrier administrative process and overall cost as part of the renewal; GG was able to negotiate very reasonable premium rates for City-provided benefits.

The above table summarizes the deliberations and recommendations of the Gehring Group with respect to City-provided employee benefits. Other core benefit rate guarantees expire in late 2025 or 2026.

Sufficient funds have been budgeted for these benefits. Funding will come from multiple funds and departments in their .23 benefits accounts.

Attachments: Gehring Group Medical Insurance Evaluation
City of Tarpon Springs Medical Insurance Premium Cost Summary
Gehring Group presentation of September 3, 2024

City of Tarpon Springs
Medical Insurance Evaluation
Effective Date: October 1, 2024

2023-2024			2024-2025	
Schedule of Benefits	Florida Municipal Insurance Trust UHC Choice Plus Plan 15 with Clinic		Florida Municipal Insurance Trust UHC Choice Plus Plan 15 with Clinic	
Calendar Year Deductible (CYD)	In-Network	Out-of-Network	In-Network	Out-of-Network
Single	\$250	\$500	\$250	\$500
Family	\$500	\$1,000	\$500	\$1,000
Annual Out of Pocket Maximum (OOP)				
Single	\$2,500	\$5,000	\$2,500	\$5,000
Family	\$5,000	\$10,000	\$5,000	\$10,000
Coinsurance (Member)	10%	30%	10%	30%
Office Visit				
Primary Care Physician Office Visit	\$20	30% after CYD	\$20	30% after CYD
Preventive Care	\$0	Not Covered	\$0	Not Covered
Virtual Visit / Telemedicine	\$0	Not Covered	\$0	Not Covered
Specialist Office Visit	\$40	30% after CYD	\$40	30% after CYD
Non Hospital Services				
Independent Clinical Lab	\$0	30% after CYD	\$0	30% after CYD
X-rays	\$0	30% after CYD	\$0	30% after CYD
Advanced Imaging - CT, PET, MRI	\$100	30% after CYD	\$100	30% after CYD
Urgent Care Center	\$50	30% after CYD	\$50	30% after CYD
Outpatient Surgery at Surgical Center	\$100	30% after CYD	\$100	30% after CYD
Physician Services at Surgical Center	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Hospital Services				
Inpatient Hospital	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient Hospital	\$100	30% after CYD	\$100	30% after CYD
Physician Services at Hospital	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Emergency Room	\$150	\$150	\$150	\$150
Mental Health/Substance Abuse Service				
Inpatient Hospital	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient Services	\$20	30% after CYD	\$20	30% after CYD
Office Visit	\$20	30% after CYD	\$20	30% after CYD
Prescription Drug Benefit				
Tier 1	\$10	Tier Copay +	\$10	Tier Copay +
Tier 2	\$35	Difference to Network	\$35	Difference to Network
Tier 3	\$60	Cost	\$60	Cost
Mail Order - 90 day supply	\$25 / \$87.50 / \$150	Not Covered	\$25 / \$87.50 / \$150	Not Covered
Monthly Rates				
Employee Only	192	\$896.05		\$974.01
Employee + Spouse	46	\$1,716.48		\$1,865.81
Employee + Child(ren)	48	\$1,610.20		\$1,750.29
Employee + Family	43	\$2,430.67		\$2,642.14
Monthly Premium	329	\$432,808		\$470,463
Annual Premium		\$5,193,697		\$5,645,557
\$ Increase / \$ Decrease		-		\$451,860
% Increase / % Decrease		-		8.7%

Enrollment from Bentek as of 6/1/24

**MEDICAL INSURANCE PREMIUM COST SUMMARY
OCTOBER 1, 2024**

MONTHLY MEDICAL PREMIUMS								
COVERAGE		CURRENT RATES		RENEWAL RATES		DIFFERENCE		
Employee Only (EE)			\$ 896.05		\$ 974.01		\$ 77.96	
Spouse Only (SP)			\$ 820.43		\$ 891.80		\$ 71.37	
Child(ren) Only (CH)			\$ 714.15		\$ 776.28		\$ 62.13	
Family Only (FM)			\$1,534.62		\$1,668.13		\$ 133.51	
CURRENT MONTHLY COST SHARING								
COVERAGE		CITY PAID PORTION		EMPLOYEE PAID PORTION		DIFFERENCE		
Employee Only (EE)			\$ 896.05		\$ 0.00		n/a	
Spouse Only (SP)			\$ 466.98		\$ 353.45		n/a	
Child(ren) Only (CH)			\$ 406.49		\$ 307.66		n/a	
Family Only (FM)			\$ 889.54		\$ 645.08		n/a	
PROPOSED COST SHARING – INCREASE PAID BY CITY								
COVERAGE	TOTAL MONTHLY PREMIUM	CITY PAID PORTION	EMPLOYEE PAID PORTION	MONTHLY INCREASE TO CITY	INCREASE TO EMPLOYEE	ENROLLMENT*	FY 25 COST INCREASE TO CITY	FY 25 COST INCREASE TO EMPLOYEE
EE only	\$ 974.01	\$ 974.01	\$ 0.00	\$ 77.96	\$ 0.00	329	\$307,786.08	\$ 0.00
SP only	\$ 891.80	\$ 538.35	\$353.45	\$ 71.37	\$ 0.00	46	\$ 39,396.24	\$ 0.00
CH only	\$ 776.28	\$ 468.62	\$307.66	\$ 62.13	\$ 0.00	48	\$ 35,786.88	\$ 0.00
FM only	\$1,668.13	\$ 1,023.05	\$645.08	\$133.51	\$ 0.00	43	\$ 68,891.16	\$ 0.00
						TOTAL	\$451,860.36	\$ 0.00

*BASED ON JUNE 2024 ENROLLMENT

Tarpon Springs Employee Benefits Review

Presented by:
Shawn Fleming, CSFS®
Senior Benefits Consultant
September 3rd, 2024



The Landscape

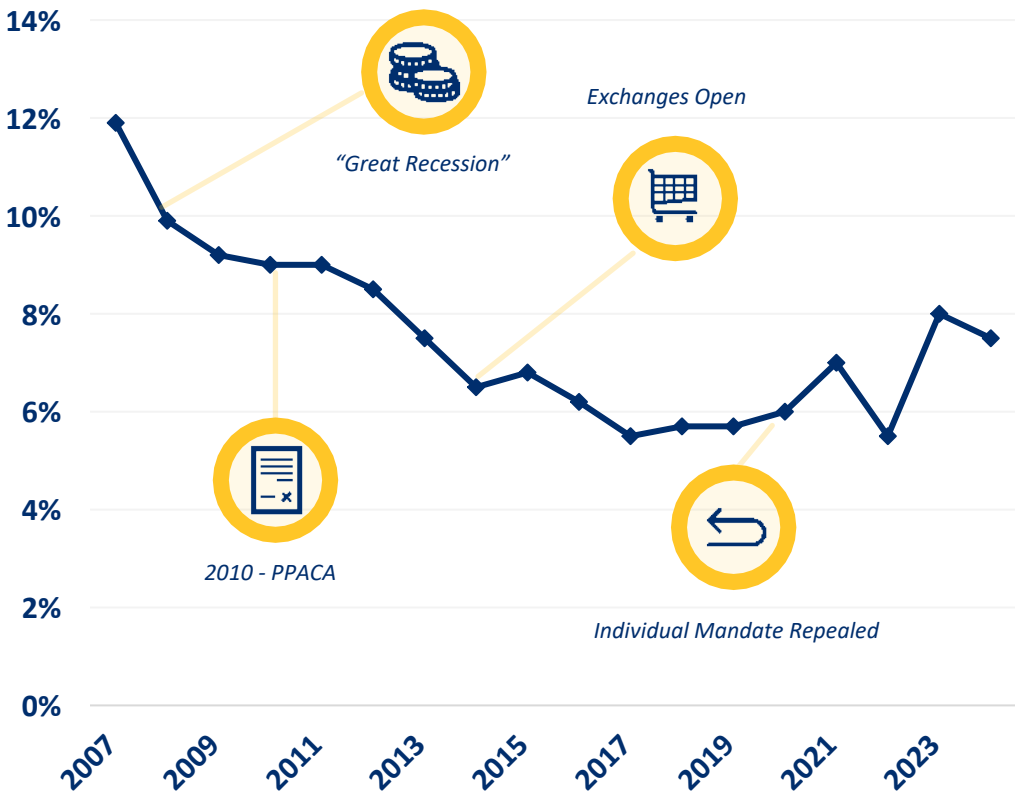


Medical costs continue to increase at rates significantly higher than Consumer Price Index
PwC projects 2025 national trend to increase to 8.0%



Florida trends are higher (3% on average) than national averages

PwC – Medical Trend



2023-2025 are Estimates. PwC annual Medical Cost Trend Report: Behind the Numbers 2024.

Plan and Market Cost Drivers



Industry costs have increased significantly post Covid



Cancer claims have increased in both frequency and cost



New GLP-1 diabetes medications are driving significant costs across all medical plans



Medical inflation in Florida is averaging 9%



Background

- The City is Fully Insured for all lines of coverage

Coverage	Current Carrier
Medical	Florida Municipal Insurance Trust / UnitedHealthcare
Onsite Medical Clinic	Florida Municipal Insurance Trust / CareATC
Dental	MetLife
Vision	EyeMed
Life Basic and Voluntary	The Hartford
Short-Term Disability	The Hartford
Long-Term Disability	The Hartford
Flexible Spending Accounts	Benefits Workshop
EAP	Florida Municipal Insurance Trust / UnitedHealthcare



Background - Schedule of Benefits

Benefit	UnitedHealthcare In-Network	UnitedHealthcare Out-of-Network
Deductible (EE/FM)	\$250 / \$500	\$500 / \$1,000
Out of Pocket Max (EE/FM)	\$2,500 / \$5,000	\$5,000 / \$10,000
Primary Care Visit	\$20	30% after CYD
Specialist Visit	\$40	30% after CYD
Virtual Visit/Telemedicine	\$5	Not Covered
Urgent Care	\$50	30% after CYD
Emergency Room	\$150	\$150
Advanced Imaging	\$100	30% after CYD
Inpatient Hospital	10% after CYD	30% after CYD
Outpatient Hospital	10% after CYD	30% after CYD
Pharmacy	\$10 / \$35 / \$60	Tier Copay + Difference to Network Cost



Background

- In 2020, an RFP was conducted for all lines of coverage
 - 25 proposals were received - **5 Medical Proposals**
 - Alternate medicals designs provided enhancements if clinic was discontinued
 - Renewed Medical with FMIT with Clinic with a reduction of 2%
- In 2022, an RFP for life, disability and supplemental plans was conducted
 - 12 carriers submitted proposals



Claims Experience Update



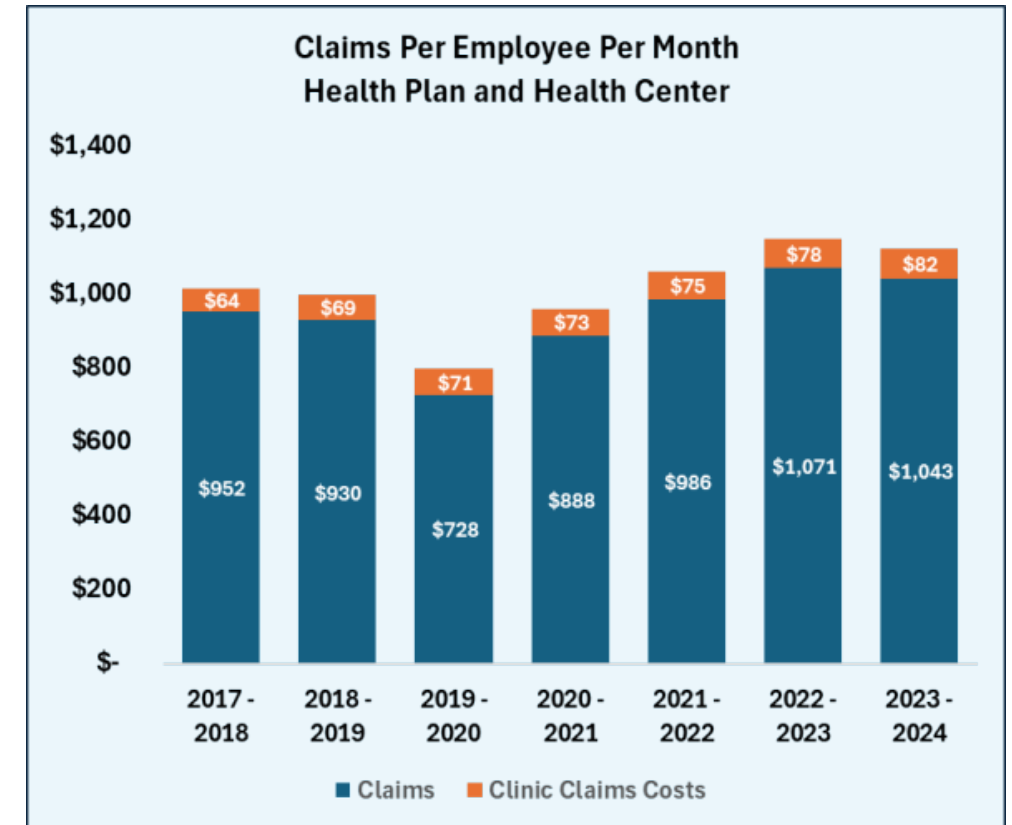
2023-24 plan year claims have decreased 3.7%



Average increases for Florida are 9% - 13%, compared to 7% nationally.



78% loss ratio, before clinic costs (approximately 10%)



Cost Drivers



Medical claims for 2023-24 plan year have increased 1.1% - well below medical inflation



Pharmacy represents XX% of plan spend

Pharmaceutical costs are rising due to new pharmaceuticals for the treatment of cancer, diabetes, and auto-immune disorders



Catastrophic claims are lower than past years, with no claimants over the catastrophic threshold for the current plan year (through June)



Renewal Recommendations

- Renewal projection called for a 14.8% increase based on claims history
- Gehring Group negotiated with FMIT to obtain a renewal which included:
 - **8.7% increase to rates**
 - No change to schedule of benefits
 - No change to Health Center
- Recommendation that the City renew with Florida Municipal Insurance Trust



Renewal Recommendations

Coverage	Recommended Carrier	Rate Change
Medical	Florida Municipal Insurance Trust / UnitedHealthcare	8.7%/ \$451,860
Onsite Medical Clinic	Florida Municipal Insurance Trust / CareATC	Included in Medical
Dental	MetLife	0% / \$0
Vision	EyeMed	0% / \$0
Life Basic and Voluntary	The Hartford	0% / \$0
Short-Term Disability	The Hartford	0% / \$0
Long-Term Disability	The Hartford	0% / \$0
Flexible Spending Accounts	Benefits Workshop	0% / \$0
EAP	Florida Municipal Insurance Trust / UnitedHealthcare	0% / \$0



Next Steps

Recommendation to release RFP for 2025-26 plan year for both medical plan and clinic:

- Re-evaluate clinic participation
- Lease ends 9/30/25
- RFP will be for medical plan (standalone and with clinic)
- Standalone clinic options
- Explore alternate clinic partnerships or arrangements



DISCUSSION





August 14, 2024

The Honorable Costa Vatikiotis, Mayor
City of Tarpon Springs
324 Pine Street East
Tarpon Springs, FL 34689

Re: Forward Pinellas Reapportionment Plan – Amended Interlocal Agreement

Dear Mayor Vatikiotis:

As you are aware, Forward Pinellas coordinates countywide land use and transportation planning to support the 25 local governments in Pinellas County. In doing so, it functions in two capacities. One as the Pinellas Planning Council (PPC) and the other as the Pinellas County Metropolitan Planning Organization (MPO). Metropolitan planning organizations are governed by federal and state law and are required to exist in each urbanized area greater than 50,000 residents, as designated by the Census.

The Forward Pinellas Board is now comprised of 13 members, representing eight (8) municipal governments, the Pinellas County Commission, and the Pinellas Suncoast Transit Authority (PSTA). Three of the municipal government seats are shared by multiple cities and rotate every two years, enabling the board to represent all 25 local governments.

In accordance with Section 339.175, F.S., the Governor is required to review the membership composition of each metropolitan planning organization (MPO) in conjunction with the decennial Census, and to reapportion it as necessary to comply with state and federal requirements. The Reapportionment Plan is necessary to identify the voting membership and seat terms for Forward Pinellas, both in its role as the MPO and as the PPC.

On September 13, 2023, the Forward Pinellas Board voted unanimously to adopt a resolution approving a membership Reapportionment Plan, which is enclosed for your review. That Plan was subsequently transmitted to the Governor. This week we received a letter from the Governor approving the recommended Plan.

Highlights of the new Plan include the following:

- Updating city and county population totals based on the 2020 U.S. Census;
- Reapportionment of the governing board from 13 to 19 members;
- Adding two seats for the City of St. Petersburg due to increased population;

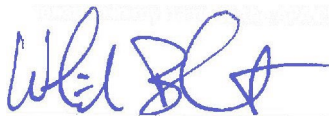
- Adding a seat for the City of Clearwater due to increased population;
- Adding a seat for Tarpon Springs due to increased population;
- Adding a seat for the Pinellas County Commission due to increased population;
- Requiring one of the County Commission seats be from an at-large district.
- Splitting the current Inland Communities seat into two seats to allow for shorter rotation times;
 - **Inland North:** Belleair, Belleair Bluffs and Seminole
 - **Inland South:** Gulfport, South Pasadena, Kenneth City
- Lengthening the term for rotating seats from two years to three years;

With the Governor's approval letter in hand, it is now necessary to amend the Interlocal Agreement for the Creation of the Pinellas County MPO, which was originally executed in October of 2014, to allow for the expansion of the board membership. The local governments, PSTA and FDOT are required signatories on the amended agreement. Each entity with seats on the new board will have 60 days from the date of the Governor's letter, or until October 7, 2024, to make its appointment(s) to the new board which will be seated in January 2025. To that end, we are asking that you place this item on an upcoming agenda as soon as reasonably possible. We are happy to attend the meeting at your discretion to provide additional information and answer any questions as needed. This can be done with or without a formal presentation by our staff.

Please find attached the original 2014 interlocal agreement for the creation of the MPO, the amendment to the interlocal agreement, the Reapportionment Plan, a slide showing the new board composition and the letter from the Governor.

As always, we appreciate your support and the opportunity to serve your community, Pinellas County, and the region. Please feel free to contact me at (727) 464-8712 or by email at wblanton@forwardpinellas.org if you have any questions or need any additional information.

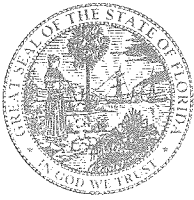
Sincerely,



Whit Blanton FAICP
Executive Director

Cc: Mark LeCouris, City Manager
Irene Jacobs, City Clerk
Councilmember Andrew Knapp

Attachments



RON DeSANTIS
GOVERNOR

August 8, 2024

Pinellas County Metropolitan Planning Organization
310 Court Street
Clearwater, FL 33756

To Whom It May Concern:

In accordance with s. 339.175, Florida Statutes, and Title 23 CFR Part 450, please consider this letter as formal concurrence with the Department of Transportation's recommendation that the Pinellas County Metropolitan Planning Organization's apportionment plan meets the requirements of s. 339.175, Florida Statutes and Title 23 CFR 450.312(a).

The MPO's continued adherence to the requirements of Florida Law are of upmost importance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron DeSantis".

Ron DeSantis, Governor

CC: Mr. Jared Perdue, P.E., Secretary, Florida Department of Transportation

EXHIBIT A

PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) MEMBERSHIP REAPPORTIONMENT PLAN

Approved by the Forward Pinellas Board on August 2, 2023

Urban Area Boundary

Pinellas County is located on the Gulf coast of central Florida. While comprised of 25 local government jurisdictions (24 municipalities and an unincorporated area) and approximately 280 square miles in size, Pinellas is geographically the second smallest county in Florida. According to the United States Bureau of the Census, the entire county is urbanized and with a 2020 population of 959,107 it is Florida's most densely populated county. This is an increase from 916,542 in 2010, representing a 4.4% increase overall during the ten-year period.

Figure 1: Forward Pinellas Urban Boundary

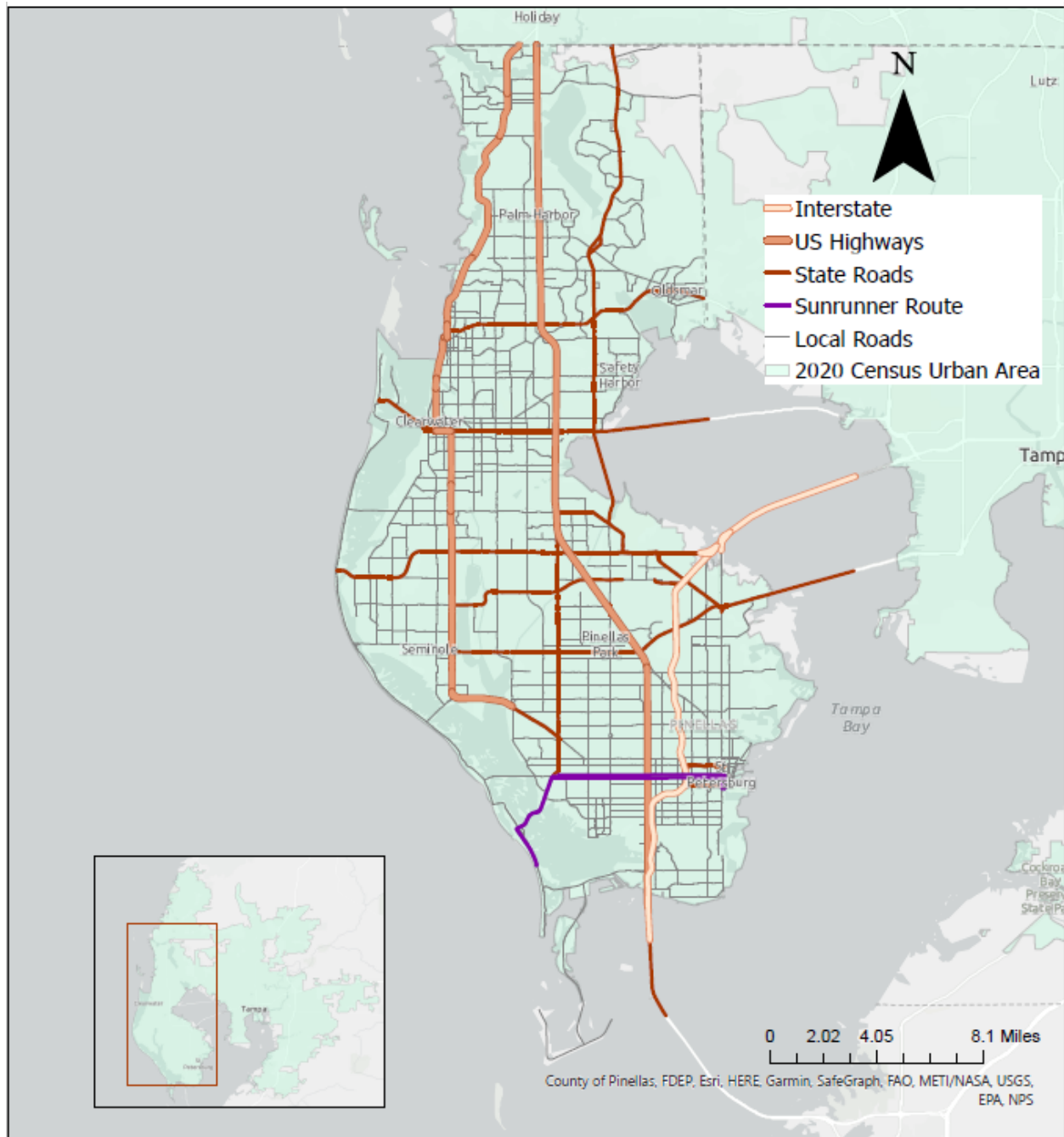


Table 1: Forward Pinellas 2010 and 2020 Population by Jurisdiction

	2010 Population	2020 Population
Belleair	3,869	4,273
Belleair Beach	1,560	1,633
Belleair Bluffs	2,031	2,311
Belleair Shore	109	73
Clearwater	107,685	117,292
Dunedin	35,321	36,068
Gulfport	12,029	11,783
Indian Rocks Beach	4,113	3,673
Indian Shores	1,420	1,190
Kenneth City	4,980	5,047
Largo	77,648	82,485
Madeira Beach	4,263	3,895
North Redington Beach	1,417	1,495
Oldsmar	13,591	14,898
Pinellas Park	49,079	53,093
Redington Beach	1,427	1,376
Redington Shores	2,121	2,176
Safety Harbor	16,884	17,072
St. Pete Beach	9,346	8,879
St. Petersburg	244,769	258,308
Seminole	1,7233	19,364
South Pasadena	4,964	5,353
Tarpon Springs	23,484	25,117
Treasure Island	6,705	6,584
UNINCORPORATED	270,494	275,669
Total Population	916,542	959,107

Source: 2010 and 2020 Census

Federal and State Law

Federal law (Title 23 Code of Federal Regulations, Part 450) provides that a metropolitan planning organization shall be designated for each urbanized area with a population of more than 50,000 individuals. The Pinellas County Metropolitan Planning Organization (MPO) was created in 1977 pursuant to the provisions of federal rules and regulations and companion state laws. Chapter 339, Subsection 339.175(3)(a), F.S., provides that the voting membership of a metropolitan planning organization shall consist of not fewer than five or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations.

The Governor, in accordance with 23 U.S.C. s.134, may provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO. With some exceptions, County Commission members shall comprise not less than one-third of the MPO membership. One exception is in metropolitan areas, wherein Section 339.175(3)(b), F.S., allows voting membership on the MPO for authorities or other agencies not under the jurisdiction of a general-purpose local government represented on the MPO, which have been created by law to perform transportation functions and are performing such functions. In Pinellas County, the Pinellas Suncoast Transit Authority (PSTA) is such an authority. Because the PSTA has membership on the MPO, the County Commission representation is reduced to at least 20% of the voting membership, as allowed by law. All voting members shall be elected officials of general-purpose local government.

Section 339.175(4) F.S., provides that the Governor, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area.

Current MPO Board Composition

Presently, the MPO is comprised of 13 voting members, representing the 24 municipal governments, the Pinellas County Commission and PSTA. One municipal government seat is shared by three north county cities (Oldsmar, Safety Harbor, and Tarpon Springs), one seat is shared by the inland cities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena) and one seat is shared by the beach communities (Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach and Treasure Island). On the current board, the County Commission represents the unincorporated area of Pinellas. In addition, the District Seven Secretary for the Florida Department of Transportation, or a designee, serves as a non-voting technical advisor to the MPO.

Proposed MPO Board Composition

Consistent with the board action taken on August 2, 2023, the MPO proposes to reapportion its board membership by adding six additional seats, for a total of 19 board members. This reapportionment is proposed to reflect a desire by our local communities that share seats to have longer, and more frequent, opportunities to serve, while also re-balancing the weight of the votes for our jurisdictions following the 2020 Decennial Census. Our experience since 2014 is that two-year terms for rotating seats is insufficient for members to gain knowledge to be as effective as other members, and it also inhibits leadership opportunities on the board. Two additional seats for the City of St. Petersburg and one additional seat for the City of Clearwater are also being added to reflect the relative number of residents in those jurisdictions, a new seat is being created for the City of Tarpon Springs and an additional seat is being added for the Board of

County Commissioners (BCC) to ensure a minimum of 20% of the vote be retained for the BCC, per State Statute. To develop the Reapportionment Plan, population numbers from the 2020 Census were utilized.

The 10 beach communities located along Gulf Boulevard (referenced above), plus the City of Clearwater, formed a consortium in January 1990 called the Barrier Islands Government Council, Inc. (a.k.a. the BIG-C). By agreement of the consortium members in 2011, the following provisions for appointments have been established for the seat to be rotated among the municipalities:

- The appointed elected official will serve a two-year term.
- The appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years.
- The BIG-C (excluding Clearwater), by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities.
- The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO; and
- If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

This Reapportionment Plan creates an additional seat for the six inland municipalities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena), providing more opportunities for those communities to have an opportunity to serve on the board.

One seat will be shared by Belleair, Belleair Bluffs, and Seminole. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Belleair, Belleair Bluffs, and Seminole.
- If a municipality decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order.
- A municipality in a rotating seat may retain its seat beyond the normal 3-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction.
- If the appointed elected official is unable to complete their three-year term, that municipality Commission/Council will appoint another elected official for the balance of the term.

One seat will be shared by Gulfport, Kenneth City and South Pasadena. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Gulfport, South Pasadena, Kenneth City.
- If a city decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order.
- A municipality in a rotating seat may retain its seat beyond the normal 3-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction.
- If the appointed elected official is unable to complete their three-year term, that City Commission/Council will appoint another elected official for the balance of the term.

One seat shall be shared by the municipalities of Oldsmar and Safety Harbor. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Oldsmar, Safety Harbor.
- If a city decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order; and
- If the appointed elected official is unable to complete their three-year term, that City Commission/Council will appoint another elected official for the balance of the term.

Nonrotational seats will be apportioned as follows:

- Four seats for representatives from the Board of County Commissioners, one of which must be from an At-Large District
- Four seats for representatives from the City of St. Petersburg
- Two seats for representatives from the City of Clearwater
- One seat for a representative from the City of Largo
- One seat for a representative from the City of Pinellas Park
- One seat for a representative from the City of Dunedin
- One seat for a representative from the City of Tarpon Springs
- One seat for a representative from the Pinellas Suncoast Transit Authority

The District Seven Secretary for FDOT, or a designee, will continue to serve as a non-voting technical advisor to the MPO.

Table 2: Forward Pinellas Apportionment Plan

Jurisdiction	Number of Votes	Percent of Population	Percent of Vote
BCC	4	28.7%	21.1%
St. Pete	4	26.9%	21.1%
Clearwater	2	12.2%	10.5%
Largo	1	8.6%	5.3%
Pinellas Park	1	5.5%	5.3%
Beaches	1	3.2%	5.3%
Dunedin	1	3.8%	5.3%
Tarpon Springs	1	2.6%	5.3%
Oldsmar, Safety Harbor	1	3.4%	5.3%
Belleair, Belleair Bluffs, Seminole	1	2.7%	5.3%
Gulfport, Kenneth City, South Pasadena	1	2.3%	5.3%
PSTA	1	N/A	5.3%

Membership

All voting representatives shall be elected officials of general-purpose local governments, except, to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the County, the city or authority shall first be selected by said governing board.

The voting membership of an MPO shall consist of not fewer than five or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.

In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Terms

Unless otherwise outlined, the term of office of members of the MPO shall be four years and shall begin on January 1st of the calendar year, or as early as possible in the calendar year, depending upon election cycles, and concluding at the end of the calendar year. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member, or the BIG-C for the beach communities. A vacancy shall be filled by the original appointing entity for the duration of the term.

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into by and between FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF PINELLAS; the CITIES OF BELLEAIR BEACH, BELLEAIR BLUFFS, CLEARWATER, DUNEDIN, GULFPORT, INDIAN ROCKS BEACH, LARGO, MADEIRA BEACH, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETE BEACH, ST. PETERSBURG, SEMINOLE, SOUTH PASADENA, TARPON SPRINGS, TREASURE ISLAND; the TOWNS OF BELLEAIR, BELLEAIR SHORE, INDIAN SHORES, KENNETH CITY, NORTH REDINGTON BEACH, REDINGTON BEACH, REDINGTON SHORES; and the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), collectively known as "the Parties."

RECITALS

WHEREAS, the Parties reaffirm the Interlocal Agreement dated October 15, 2014, except as amended herein; and

WHEREAS, § 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau; and

WHEREAS, § 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census; and

WHEREAS, § 134 of Title 23 of the United State Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents; and

WHEREAS, on September 13, 2023, the governing board of Forward Pinellas, in its role as the Metropolitan Planning Organization, reviewed its voting composition and approved a resolution supporting the adoption of the MPO Membership Apportionment Plan (the "Apportionment Resolution") and determined that it was appropriate to expand the voting membership of the governing board; and

WHEREAS, the signatories to this Amendment desire to ratify and reaffirm the Apportionment Resolution as is fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Recitals. The forgoing recitals are true and correct.

II. Interlocal Agreement.

Article 4, Section 4.01 (a) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(a) The membership of the MPO shall consist of 19 voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: four (4) voting members representing the Pinellas County Board of County Commissioners, one of which must be from an At-Large District; four (4) voting members representing the City of St. Petersburg; two (2) voting members representing the City of Clearwater; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo and Tarpon Springs; one (1) rotating voting member representing the cities of Oldsmar and Safety Harbor; one (1) rotating voting member representing the cities of Belleair, Belleair Bluffs and Seminole; one (1) rotating voting member representing the cities Gulfport, South Pasadena and Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C) (excluding Clearwater): Belleair Beach, Indian Rocks Beach, Madeira Beach, St. Pete Beach, Treasure Island, Belleair Shore, Indian Shores, North Redington Beach, Redington Beach, Redington Shores; one (1) voting member representing the Pinellas Suncoast Transit Authority (PSTA); and one (1) non-voting advisor representing the Florida Department of Transportation.

Article 4, Section 4.01 (c) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(c) The voting membership of an MPO shall consist of not fewer than five or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.

Article 4, Section 4.02 of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

Section 4.02. Terms. Except as provided for below, the term of office of members of the MPO shall be four years.

The term of office for the SAFETY HARBOR/OLDSMAR consortium of municipalities shall be three (3) years, on a rotating basis. The order of rotation will be Safety Harbor, Oldsmar. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the BELLEAIR/BELLEAIR BLUFFS/SEMINOLE consortium of municipalities shall be three (3) years on a rotating basis. The order of rotation shall be, Belleair, Belleair Bluffs, and Seminole. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the GULFPORT/SOUTH PASADENA/KENNETH CITY consortium of municipalities shall be three (3) years. The order of rotation shall be Gulfport, South Pasadena and Kenneth City. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of the rotating voting member representing the aforementioned BIG-C communities shall be two years, however, the appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years. The BIG-C, by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities. The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO. If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

- III. Severability.** The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non- applicable provisions were omitted.

- IV. Entire Agreement.** This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.
- V. Rules of Construction.** Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
- VI. Amendment Execution and Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.
- VII. Effective Date.** This Amendment shall become effective upon its filing in the Pinellas County Office of the Clerk of the Circuit .. Any amendment hereto shall become effective only upon its filing in the Pinellas County Office of the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated October 15, 2014, to be duly executed on their behalf.

[Continued on following
pages]

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF BELLEAIR

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF BELLEAIR BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF BELLEAIR BLUFFS

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF BELLEAIR SHORE

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF CLEARWATER

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF DUNEDIN

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF GULFPORT

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF INDIAN ROCKS BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF INDIAN SHORES

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF KENNETH CITY

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF LARGO

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF MADEIRA BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF NORTH REDINGTON BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF OLDSMAR

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF PINELLAS PARK

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF REDINGTON BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF REDINGTON SHORES

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF SAFETY HARBOR

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF ST. PETE BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF ST. PETERSBURG

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF SEMINOLE

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF SOUTH PASADENA

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF TARPON SPRINGS

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF TREASURE ISLAND

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

PINELLAS SUNCOAST TRANSIT AUTHORITY

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

DISTRICT SEVEN

FLORIDA DEPARTMENT OF TRANSPORTATION

TAMPA, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____



MARK G. LECOURIS
CITY MANAGER

City of Tarpon Springs, Florida

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

MEMORANDUM

TO: MAYOR, VICE-MAYOR, AND COMMISSIONERS

FROM: MARK G. LECOURIS, CITY MANAGER

DATE: SEPTEMBER 3, 2024

SUBJECT: REAPPOINTMENT OF TEMPORARY PART-TIME SENIOR ADMINISTRATOR

Recommendation

The following recommendations are presented for Board approval:

1. Maintain the current temporary part time position of **Senior Administrator** to assist the City Manager with experienced senior administration for various processes, policies, research, and special projects citywide (see *Attachment 1 – Job Functions*). The term of this position is recommended to be extended up to an additional 4 months (until January 7, 2025).
2. Reappoint Paul Smith, as temporary part-time Senior Administrator, effective September 7, 2024 through January 7, 2025. Mr. Smith will be working part-time as a non-exempt, hourly employee. The average weekly hours for this position is anticipated to be 20 hours or less.

Background

This position was originally approved in March 2024 to assist the City Manager with administration, including transitioning to new Public Services Department leadership. Mr. Paul Smith has been serving in this position and has also assisted with various special projects such as the City Manager recruitment process. The original approved term of the temporary position was 6 months, which expires on September 7, 2024.

I am recommending reappointing Mr. Smith to this position for up to an additional 4 months (until January 7, 2025) to assist me with the transitioning of City Managers through his experienced senior administration for various processes, policies, research, and special projects citywide. The average weekly hours for this position is anticipated to be 20 hours or less. As a temporary employee he is not eligible for sick leave, vacation leave, City benefits or monthly car allowance.

This position will be funded by the water and sewer enterprise fund payroll, utilizing available funding from unfilled positions. The Senior Administrator position is Wage Grade 27 with a current range of \$39.7463 - \$64.0327 hourly. His rate of pay will remain unchanged at the FY24 rate of \$62.8130 per hour.

Attachment 1

CITY OF TARPON SPRINGS JOB FUNCTIONS

JOB TITLE: SENIOR ADMINISTRATOR, TEMPORARY PART TIME
DEPARTMENT: CITY MANAGER
REPORTS TO: CITY MANAGER
DEPT. HEAD: CITY MANAGER
FLSA STATUS: NON-EXEMPT
CIVIL SERVICE: NO
LAST REVISION: FEBRUARY 2024

GENERAL STATEMENT OF JOB

Under limited supervision, performs highly responsible administrative work under the general direction of the City Manager. Utilizes independent judgment and initiative to provide the City Manager assistance in effective and efficient administrative operations within various departments as assigned. Works with City staff to address special problems and/or specific concerns. Conducts and/or oversees administrative studies, reports, and analyses, and develops recommendations as assigned by the City Manager.

Essential Functions include:

1. Assists with developing plans to achieve City goals and objectives. Conducts and/or oversees administrative studies, reports, and analyses, and develops recommendations as assigned by the City Manager.
2. Assists the City Manager by providing administrative research and special projects.
3. Serves as project manager or coordinator for special activities as assigned by the City Manager.
4. Assists the City Manager through mentoring, training, and assisting assigned leadership staff in City processes and administration.
5. Submits oral and written reports to the City Manager on a variety of special assignments.
6. Develops procedures for implementing changes in organization and administrative systems as directed by the City Manager.
7. Reviews and evaluates reports from departments, recommends revisions or further research, and approves drafts and reports.
8. Prepares agenda items to the Board of Commissioners as directed by the City Manager.
9. Performs other duties as required.

While many of the duties involved with this position are considered "office work", some travel in the City to inspect sites or meet with citizen(s) is required. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

RESOLUTION No. 2024-35

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING RE-APPOINTMENT OF A TEMPORARY PART-TIME STAFF POSITION OF SENIOR ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE OF SEPTEMBER 7, 2024.

WHEREAS, the City Manager requires experienced administrative staff with specialized skills to provide assistance in effective and efficient administrative operations within various departments as assigned; and

WHEREAS, the City Manager's office will be transitioning to new leadership and such transition will be assisted by specific experience in various areas of administration and operations; and

WHEREAS, temporary part time staffing provides flexible and cost-effective experienced staff resources; and

WHEREAS, pursuant to Section 16(d) of the City of Tarpon Springs Charter, the City Manager requests that the Board of Commissioners approve the re-appointment of the temporary staff position of Senior Administrator; and

WHEREAS, the Board of Commissioners finds that it is in the best interests of the City to maintain a temporary, part-time staff position to assist with the transition and other administrative duties assigned by the City Manager.

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

Section 1. Pursuant to the requirements of Section 16 (d) of the Charter of the City of Tarpons Springs, the City Manager does hereby recommend, and the Board of Commissioners does hereby approve, the creation of a temporary part-time position of Senior Administrator to assist the City Manager with the transitioning of leadership.

Section 2. The job duties and functions of the Senior Administrator shall be as set forth in the job description, which is attached hereto and incorporated herein by reference.

Section 3. The term of this position shall be up to 4 months from the effective date unless otherwise extended by the Board of Commissioners.

Section 4. This resolution shall be effective September 7, 2024.



Board of Commissioners

Memorandum

Date: September 3, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2024-23:** Site Plan approval for property located at 599 Island Drive (Application 23-156); **Quasi-Judicial**

Recommendation

Staff recommends approval of Resolution 2024-23, subject to the following conditions:

1. All requirements of the National Flood Insurance Program, Federal Emergency Management Agency and Florida Building Code must be met. All electrical equipment shall be installed at one (1) foot above required base flood elevation.
2. With the change of occupancy, the office/storage use of the existing on-site structure shall have an approved and inspected fire extinguisher, exit lights and an emergency light in any handicapped-equipped bathroom. A plan detail shall be provided for access/egress to the elevated freezer area on the plans submitted with the building permit application.
3. The parcel shall be master metered. This project shall use an above ground reduced pressure meter assembly. The contractor shall field-verify all utilities. Any adjustments to the utilities due to the project needs are the contractor's responsibility. The City requires 48 hours notice prior to any work being completed on utility mains. All restoration is the contractor's responsibility. Food preparation is not permitted with this project.
4. Construction plans shall be signed and sealed by a registered engineer licensed in the State of Florida and shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
5. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
6. The site plan shall expire at six months from the effective date unless a Construction Permit or a Building Permit is obtained and kept active.

The resolution includes approval of the following warrants:

1. Approval of four parking spaces, including one disabled space.

2. Approval of waiver of parking lot screening in the SDc district.

The Planning and Zoning Board reviewed this item at their August 19, 2024 meeting and recommended approval by a unanimous vote.

Background

The applicant is requesting site plan approval to modify the site to a commercial fishing distribution facility. The business includes off-loading from commercial vessels and then packaging/shipping fresh fish to end users who prepare the fish for consumption. The site has been used for commercial fishing in conjunction with a single family residence for several years. The residential structure is being retained and modified to accommodate office and storage space. The site will be further modified to add a pole barn and refrigerated container storage.

Location and Site Plan





CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[JULY 15, 2024 / AUGUST 6, 2024]

STAFF REPORT – UPDATED AUGUST 12, 2024
July 8, 2024

Application No. / Project Title: #23-156 / Luggers Backup, LLC (Jason Delacruz)

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: Luggers Backup, LLC (Jason Delacruz)

Agent: Al Carrier and Tina Underwood

Property Size: approx. 0.20 acres (8,755 square feet) of uplands
approx. 0.08 acres (3,431 square feet) of submerged land

Current Zoning: SDc Marine Industrial/Commercial Transect

Current Character District: Sponge Docks

Current Land Use: Community Redevelopment District (CRD)

Location / Parcel ID: 599 Island Drive / 12-27-15-53352-005-0060

Resolution Number: #2024-23

BACKGROUND SUMMARY:

The applicant is requesting site plan approval to modify the site to a commercial fishing distribution facility. The business includes off-loading from commercial vessels and then packaging/shipping fresh fish to end users who prepare the fish for consumption. The site has been used for commercial fishing in conjunction with a single family residence for several years. The residential structure is being retained and modified to accommodate office and storage space. The site will be further modified to add a pole barn and refrigerated container storage.

PRELIMINARY STAFF RECOMMENDATION:

Staff finds the application for site plan approval consistent with the applicable review criteria. However, staff recommends that the following items be completed prior to scheduling this project for hearing before the Board of Commissioners:

1. The Site Data table on the plans shall be updated to reflect the correct property acreage.
2. A Utility Availability Statement (UAS) shall be completed.
3. The plans shall be revised to show an additional drainage manhole structure which incorporates a sediment sump, baffle, and oil/grease skimmer downstream of the grate inlet, in order to prevent direct discharge of sediments to the Anclote River.

NOTE: Since the July 15, 2024 meeting of the Planning and Zoning Board, the above three items have been completed and are compliant. An updated plan set is provided with this agenda item packet.



With the above project revisions, staff recommends **approval of Resolution 2024-23**, subject to the following conditions:

1. All requirements of the National Flood Insurance Program, Federal Emergency Management Agency and Florida Building Code must be met. All electrical equipment shall be installed at one (1) foot above required base flood elevation.
2. With the change of occupancy, the office/storage use of the existing on-site structure shall have an approved and inspected fire extinguisher, exit lights and an emergency light in any handicapped-equipped bathroom. A plan detail shall be provided for access/egress to the elevated freezer area on the plans submitted with the building permit application.
3. The parcel shall be master metered. This project shall use an above ground reduced pressure meter assembly. The contractor shall field-verify all utilities. Any adjustments to the utilities due to the project needs are the contractor's responsibility. The City requires 48 hours notice prior to any work being completed on utility mains. All restoration is the contractor's responsibility. Food preparation is not permitted with this project.
4. Construction plans shall be signed and sealed by a registered engineer licensed in the State of Florida and shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
5. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
6. The site plan shall expire at six months from the effective date unless a Construction Permit or a Building Permit is obtained and kept active.

CURRENT PROPERTY INFORMATION:

Use of Property:	Commercial fishing, single family residence.
Site Features:	Open gravel/concrete parcel with single family residence, seawall.
Vehicle Access:	This property gains access from Island Drive.

SURROUNDING ZONING & USE:

	Zoning:	Use:
North:	SDc Marine Industrial / Commercial	Commercial fishing, restaurant
South:	SDc Marine Industrial / Commercial	Single family residence
East:	SDc Marine Industrial / Commercial	Vacant, parking
West:	SDc Marine Industrial / Commercial	Anclote River, offshore island

PLANNING CONSIDERATIONS:

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

1. The applicant has provided a detailed narrative describing the proposed operation. ***The Board is strongly encouraged to review this narrative.*** The property will be used for the landing, packaging and immediate distribution of fresh seafood. The property has historically been used



for commercial fishing and trap storage. This project will provide an expanded, modernized and efficient commercial fishing operation with the intent of distributing fresh seafood to the applicant's restaurant and fish market customers.

NOTE: Since the July 15, 2024 meeting of the Planning and Zoning Board, the applicant has provided an updated narrative, provided with this agenda item packet. The highlighted text indicates the areas revised and/or added by the applicant.

2. The property is in the SDc Marine Industrial / Commercial transect of the City's Special Area Plan (SAP) which encourages the retention of working waterfront uses. It is the only transect that allows marine-related industrial facilities by right. Prior to adoption of the SAP the property was located in the WD-I Waterfront Development Zoning district.
3. The project is located in an area of active commercial fishing and commercial tourism activities. There is a single family home located on adjacent property to the south. There is currently no buffer between the residence and the applicant's property. The applicant proposes to install a 6-foot privacy fence along the property line to help buffer the continued commercial fishing use of the property. The applicant owns the adjacent property to the north which is currently used for a tourist-oriented commercial fishing vessel (party boat) and a restaurant. The remainder of Island Drive includes trap storage, fish markets and marinas.
4. The applicant has received City approval for maintenance dredging (application #23-2272) and docking slips (application #23-2340 and #23-2341) at this property and his adjacent property to the north. Pinellas County approval is currently pending.
5. The applicant is also repairing a dilapidated seawall at the junction of the two parcels (application #24-1063) and is coordinating with the City on that project to repair/enhance an existing stormwater outfall. The seawall repair, along with updated stormwater facilities on the subject property, are expected to result in a net reduction in sedimentation impacts to the Anclote River from stormwater runoff.

REVIEW STANDARD – COMPREHENSIVE PLAN MAP:

The subject property is located in the Community Redevelopment District (CRD) on the Future Land Use Map, and in the Sponge Docks Character District of the Special Area Plan (SAP). The SAP states, "The Sponge Docks character district is primarily comprised of tourist-oriented commercial business, restaurants and industrial waterfront uses. The character district will continue to support the working waterfront and tourist trade..." The proposed use of an expanded and modernized commercial fishing operation supports and enhances the continuance of the working waterfront and is consistent with the Comprehensive Plan.

REVIEW STANDARD - ZONING:

The property is located within the SDc Marine Industrial/Commercial transect which permits marine-related industrial facilities as an open use by right. The Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area (Smartcode) defines a marine-related industrial facility as a "use which is primarily undertaken for a marine-related business purpose, rather than hobby, recreational, educational, or other purposes" (Smartcode Section 6.1) The proposed use is a commercial fishing business.



SDc Marine Industrial / Commercial Transect

Standards (Smartcode and Land Development Code (LDC))		Proposed Project	
Dimensional Standards [Table 5B(xi)]			
Max. Building Height = 2 stories	✓	Existing building and pole barn are one story; containers stacked to two stories	
Max. Lot Coverage = 50%	✓	36% (3,190 square feet)	
Max. Non-Residential Floor Area Ratio = 0.65	✓	0.40 (3,490 square feet)	
Max. Impervious Surface Ratio = 0.90	✓	0.59 (5,207 square feet)	
Max. Front Yard = 35 feet	✓	14.07 feet	
Min. Side Yard = not applicable	✓	approx. 2.5 feet (north side) approx. 1.5 feet (south side)	
Min. Rear Yard = not applicable	✓	2.6 feet	
Parking Requirements [Table 4E(ii)]			
By Warrant (see below)	✓	4 spaces (includes one disabled space)	
Driveway and Access Management [Section 4.7.2.b]			
Two-way driveways restricted to 24-foot width		One large drive reduced to three smaller access points (two for vehicles, one for forklift), all less than 24 feet wide	
Landscaping & Screening [Section 4.8.8]			
One tree for every 700 square feet of frontage, 50% of more of frontage requires shrubs and vegetative cover.	✓	2 trees in 1,400 square feet of frontage, 50% of frontage with shrubs and grass	
Waste Disposal [LDC Section 139.01]			
Dumpster enclosure required	✓	Dumpster enclosure provided	

STANDARDS DETERMINED BY WARRANT

Section 1.5.2 of the Smartcode allows standards to be determined by warrant when justified by the Intent of the Smartcode pursuant to Section 1.3. The warrant recommended below is consistent with Section 1.3, particularly with the intent of the SD “Special District” in which this property is located. The intent of the SD transects states “Special districts consist of areas that exhibit unique character that does not conform to the requirements of any transect zone or combination of zones. Each special district consists of a defining element: mixed-use commercial center, marine tourist, *marine industrial/commercial* and civic/park. Unlike the standard transect zone, the *defining element and associated permitted uses guide the physical form* of the special district.” (Smartcode Table 1A, emphasis added).

Parking By Warrant: Table 4E(ii) allows parking for industrial uses to be determined by warrant. The applicant has provided a narrative describing the use. The business will not be open to the general public. The primary users of the parking will be the employees. The applicant has provided four parking spaces including one for disabled persons, as required by the Americans with Disabilities Act (ADA). This is judged to be sufficient for the proposed business.



NOTE: At the July 15, 2024 meeting of the Planning and Zoning Board, members expressed concern regarding the use of Island Drive for loading/unloading of larger vehicles. In response, the applicant has redesigned the site and submitted a revised plan set, provided with the packet. Staff offers the following with respect to code compliance:

Allow Open Parking Area to be Unmasked on the Frontage by Warrant: As described in Table 1A, the “defining element and associated permitted uses guide the physical form of the special district.” In this case, the commercial fishing, working waterfront use is the physical defining element for the subject property. The applicant has stated that “shipping will include two to three truck stops once or twice weekly, depending on the number of fish caught” (see applicant’s narrative). For the typical “box truck” the applicant has provided a loading zone of over 38 feet in length and approximately 17 feet in width, located entirely on the property. The Smartcode does not provide a minimum standard for a loading zone, but for comparison, this size would comply with the City’s Land Development Code standard of 35 feet by 15 feet (Section 128.00(C)). This loading zone is judged to be sufficient for the “box truck” type vehicle (see applicant’s narrative).

The applicant has also stated that the site may be visited by “small tractor trailer type trucks,” in which case there is a concern with the potential for obstruction of traffic on Island Drive. **Section 4.7.1.c. states: “For buildings within SDc or SDd transect zones, open parking areas may be permitted unmasked on the frontage by Warrant.”** Allowing the applicant to forego the installation of trees and shrubs along the frontage would allow the installation of the parallel loading area proposed by the applicant (see revised plan set). The applicant plans to reinforce this area, including the sidewalk, with 8-inch-thick concrete to prevent potential damage by larger delivery trucks pulling out of the path of traffic. Staff recommends approval of this warrant as consistent with the Smartcode’s intent that the permitted use (commercial fishing working waterfront in this case) provide the guidance for the physical form in this Special District.

SITE PLAN REVIEW PROCEDURES & STANDARDS:

The process for site plan review is set forth in Sections 210.03 and 210.04 of the Land Development Code (LDC) and calls for the Planning and Zoning Board to review the site plan for compliance with (1) the Comprehensive Plan, (2) the Comprehensive Zoning and Land Development Code, (3) the City’s Concurrency Management System, and (4) the City’s Building Codes. A written recommendation shall be made to the Board of Commissioners finding the project in compliance with the standards of review, as follows:

1. The application is found to be consistent with the City’s Comprehensive Plan and the implementing Special Area Plan,
2. The application is found to be compliant with the City’s Land Development Code and the Smartcode,
3. The City has the capacity and the available facilities to serve the project and it therefore meets the City’s Concurrency Management standards (see below), and,
4. The project will be required to, and is expected to be able to, meet the standards of the City’s Building Code.



FACILITIES IMPACTS AND LEVEL OF SERVICE ANALYSIS:

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

Facility	Proposed Impacts
Potable Water	1,200 gallons per day
Wastewater*	15 gallons per day
Solid Waste	100 41.6 tons per year
Transportation**	17 daily trips; 2.5 peak hour trips*

**The large majority of potable water will be used to make ice which will be transported off site in boats and distribution trucks. Wastewater generation will primarily be from the restroom in the office/storage building.*

**From Category 110 "General Light Industrial" (morning peak hour) calculated based on proposed gross floor area (Institute of Transportation Engineers (ITE), 10th edition). The existing site generates one peak hour trip so the net new peak hour trip generation rate is 1.5.*

TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee (TRC) reviewed this project three times with the last review occurring on June 6, 2024. TRC reports for all three reviews are included with the agenda packet. The TRC deemed the project complete and ready for further processing. Advisory TRC comments are included in the recommended conditions of approval for Resolution 2024-23.

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution #2024-23
3. Survey/Site Plan/Landscape Plan
4. Project Narrative
5. Drainage Narrative
6. Container Details
7. Pole Barn Elevation View
8. TRC Comment Reports

LUGGERS BACKUP, LLC

#23-156

Planning & Zoning Board Meeting – July 15 and August 19, 2024

Board of Commissioners Meeting – September 3, 2024

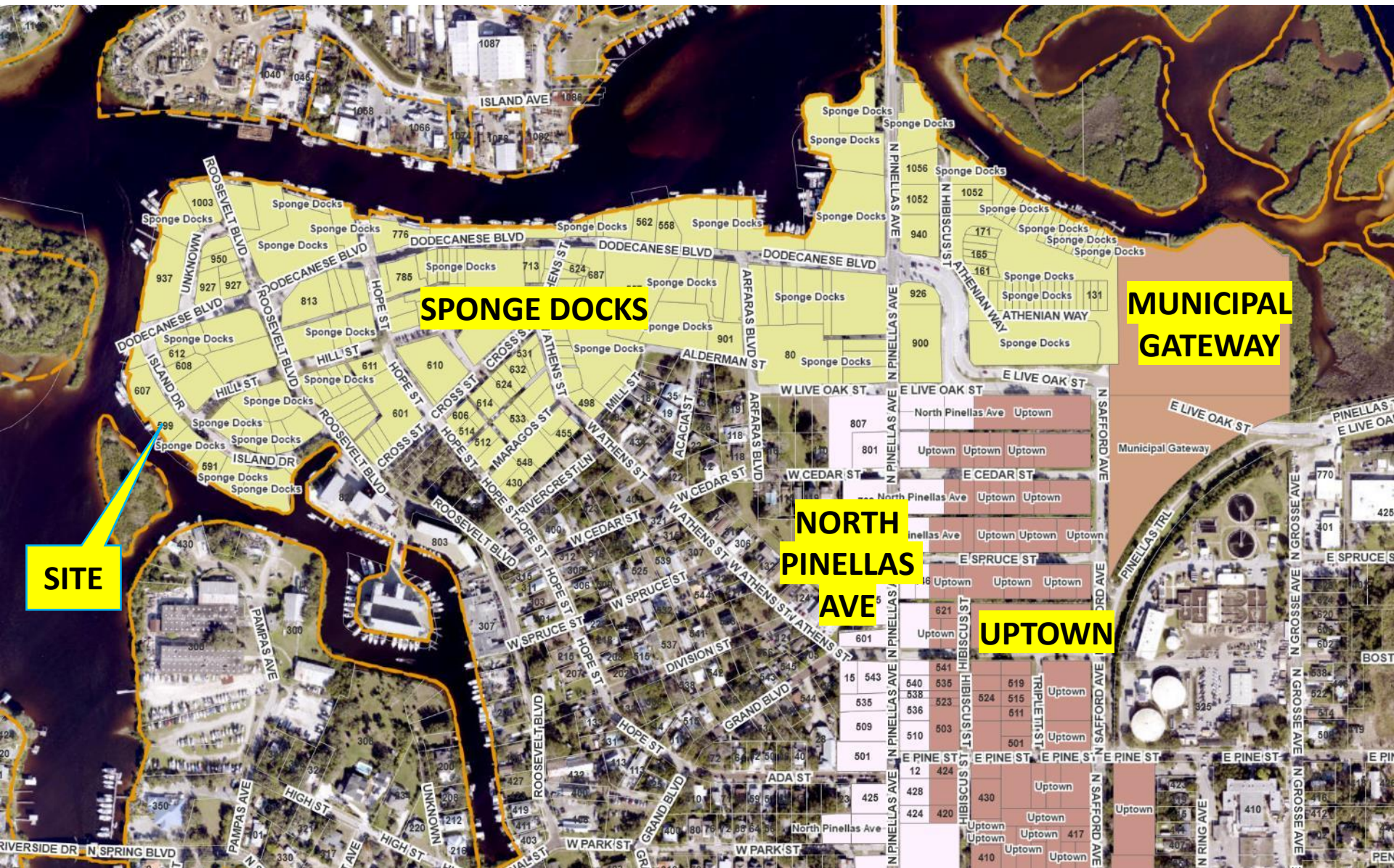


REQUEST

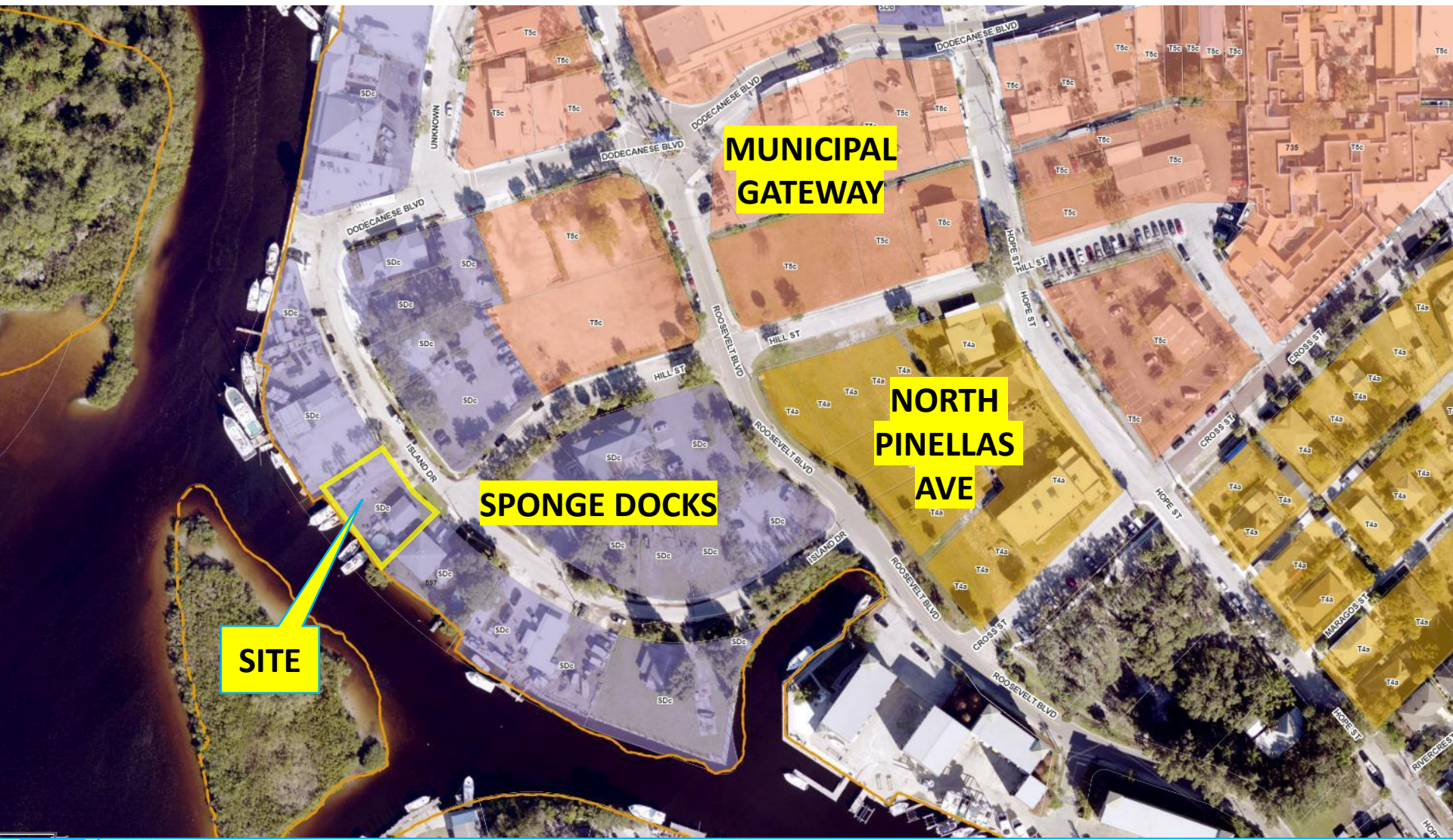
#23-156 – Site Plan Approval – Luggers Backup, LLC Resolution #2024-23

- Property Size = +/- 0.20 acres (8,755 square feet) uplands
+/- 0.08 acres (3,431 square feet) submerged lands
- Current Land Use: CRD (Community Redevelopment District)
- Current Character District: Sponge Docks
- Current Zoning: SDc Marine Industrial/Commercial Transect
- Proposed Development:
 - Commercial fishing offloading and distribution operation
- **Location**: 599 Island Drive
- **Applicant/Owner**: Jason Delacruz (Luggers Backup, LLC)
- **Agents**: Al Carrier & Tina Underwood

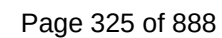
LOCATION & CONTEXT – CHARACTER DISTRICTS



LOCATION & CONTEXT – TRANSECT DISTRICTS



CITY OF
TARPON SPRINGS, FLORIDA



LOCATION & CONTEXT



PREVIOUS USE – COMMERCIAL FISHING AND SINGLE FAMILY RESIDENCE





Current Site Conditions





Adjacent residence (left) will be further buffered
with a 6-foot privacy fence



Island Drive: Truck Route and Typical Morning Truck Traffic

8

A = 229.75M; 229
R = 004.47R
C-ORD = 222.11M
C-ORD BEARING =

ANCLOTE RIVER

120(S)

132
50

100

MF or MFC = MATCH EXISTING GRADE
(ESTIMATED INTERPOLATED VALUE)
MF = MATCH EXISTING E/F
TC = TOP OF CURB
TS = TOP OF SIDEWALK
TW = TOP OF WALL

CHAIN LINK FENCE
- FENCE

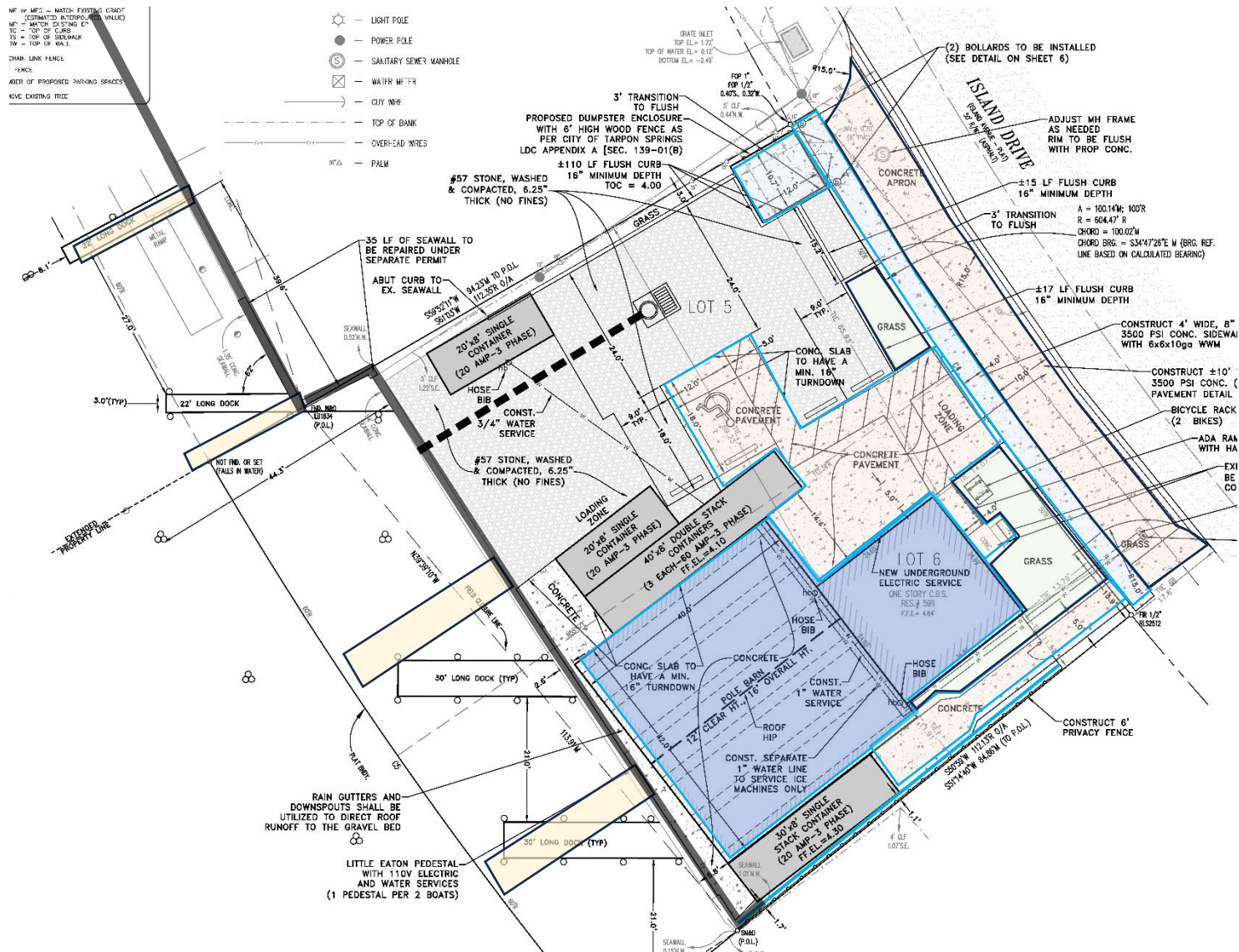
NUMBER OF PROPOSED PARKING SPACES

MF or MFC = MATCH EXISTING GRADE
(ESTIMATED INTERPOLATED VALUE)
MF = MATCH EXISTING E/F
TC = TOP OF CURB
TS = TOP OF SIDEWALK
TW = TOP OF WALL

CHAIN LINK FENCE
- FENCE

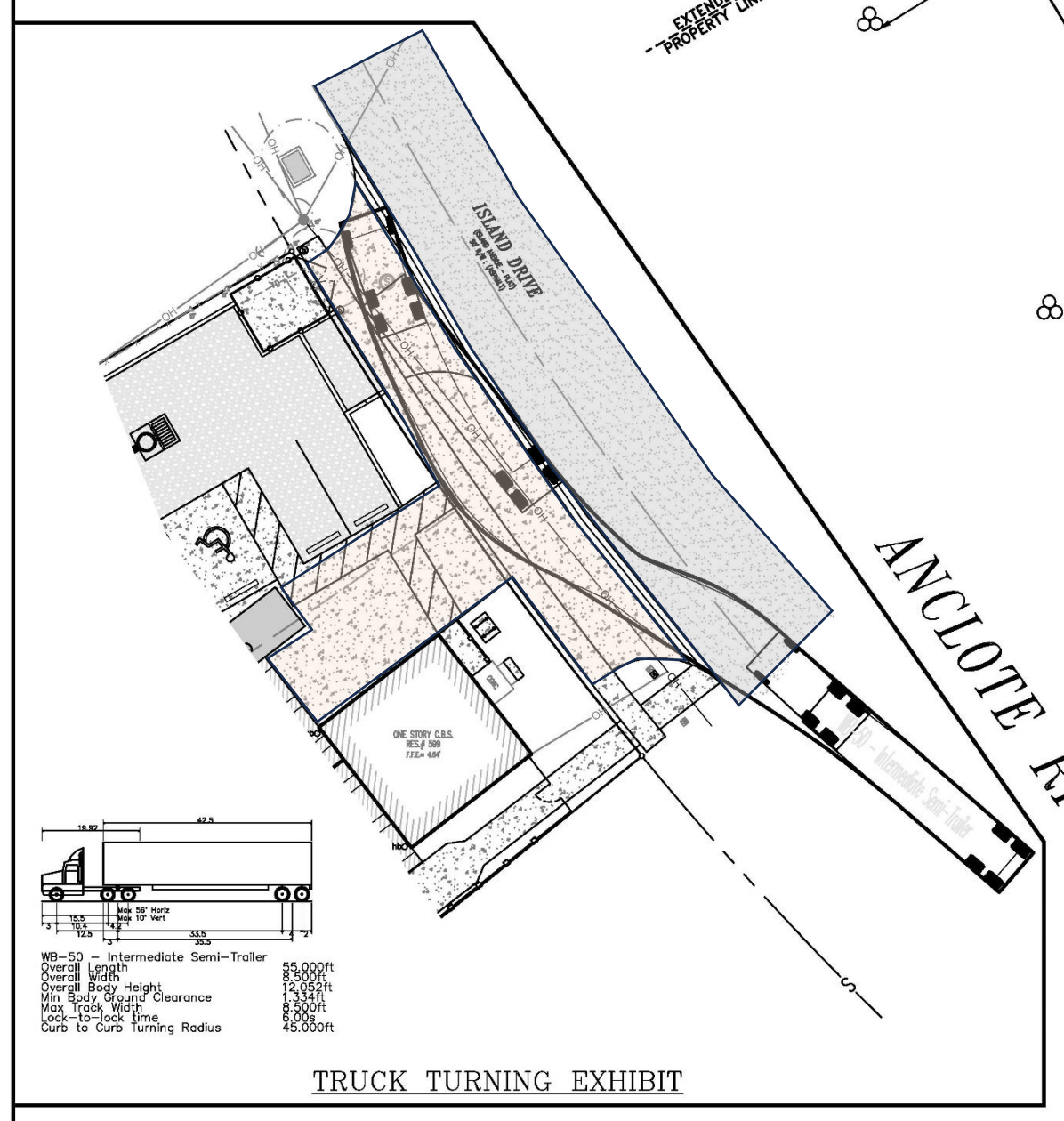
NUMBER OF PROPOSED PARKING SPACES

-  — LIGHT POLE
-  — POWER POLE
-  — SANITARY SEWER MANHOLE
-  — WATER METER
-  — GUY WIRE
-  — TOP OF BANK
-  — OVERHEAD WIRES
-  — PALM



LOADING

- On-site loading zone for box truck meets current standards.
- Additional loading option for 55-foot tractor/trailer provided with sidewalk reinforcement
- Tractor/trailer loading zone to be used 1-2 times per week and will not impede traffic.



REVIEW CRITERIA – SITE PLAN

- 1) **The Comprehensive Plan.** The proposed project is consistent with the intent of the Sponge Docks Character District of the Special Area Plan and with the City's Comprehensive Plan.
- 2) **The Land Development Code (LDC).** The application is found to be in compliance with the City's LDC and Smartcode. The property has been used for commercial fishing and trap storage for several years. The applicant will provide new buffering for the adjacent residence with a privacy fence.
- 3) **The City's Concurrency Management System.** The project can be served with no adverse impacts to City facilities.
- 4) **The City's Building Codes.** The project will be required to, and is expected to be able to, meet the standards of the City's Building Codes.

WARRANTS

The project includes two design standards determined by Warrant in the Smartcode.

Parking – Parking for industrial uses is determined by Warrant. This business will not be open to the general public. The applicant proposes four parking spaces for employees. Staff recommends **approval** of the parking configuration as sufficient for this use.

Streetscreen – Open parking area may be permitted unmasked (no streetscreen) by Warrant for Special Districts (SD). The needs of the commercial fishing use warrant the site layout accommodation of loading areas. Staff recommends **approval** of a Warrant waiving the frontage streetscreen for this use.

PRELIMINARY STAFF RECOMMENDATION

Since the July 15, 2024 meeting of the Planning and Zoning Board, the project has been revised to reflect the following:

1. The Site Data table on the plans has been updated to reflect the correct property acreage.
2. A Utility Availability Statement (UAS) has been submitted.
3. The plans have been revised to show the additional drainage manhole structure with sediment and oil/grease capture.
4. An expanded and reinforced apron has been added to accommodate tractor/trailer loading without impeding Island Drive traffic.

PRELIMINARY STAFF RECOMMENDATION

Resolution #2024-23: With the revisions enumerated on the previous slide, staff recommends ***approval*** of the proposed site plan and warrant, with conditions.

Conditions pertain to:

1. Flood code requirements.
2. Fire code requirements.
3. Utility connection requirements.
4. Construction plans consistent with approved site plan.
5. Land Development Code requirements must be met.
6. Site plan expires at six months unless a building permit has been obtained and kept active.

PLANNING AND ZONING BOARD RECOMMENDATION

Resolution #2024-23, Application 23-156. The Planning and Zoning Board reviewed this item at their regular meeting of July 15, 2024 with and continued the item to their regular meeting of August 19, 2024 with six members present. The Board unanimously recommended approval.

RESOLUTION NO. 2024-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #23-156 REQUESTING SITE PLAN APPROVAL TO CONSTRUCT A MARINE-RELATED INDUSTRIAL FACILITY (COMMERCIAL FISHING OPERATION) ON 0.20 ACRES (MORE OR LESS) OF PROPERTY LOCATED AT 599 ISLAND DRIVE ON THE WEST SIDE OF ISLAND DRIVE BETWEEN HILL STREET AND DODECANESE BOULEVARD, INCLUDING 3,490 SQUARE FEET OF EXISTING AND NEW BUILDING FLOOR AREA, AND, LOCATED IN THE SDC MARINE INDUSTRIAL/COMMERCIAL TRANSECT OF THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA SPECIAL AREA PLAN; PROVIDING FOR FINDINGS; PROVIDING FOR APPROVAL OF STANDARDS BY WARRANT; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for Site Plan approval to allow for a marine-related industrial facility (commercial fishing operation) on property located at 599 Island Drive on the west side of Island Drive between Hill Street and Dodecanese Boulevard in the SDC Marine/Industrial Commercial Transect of the Special Area Plan; and,

WHEREAS, the SDC Marine/Industrial Commercial Transect (SDC Transect) allows marine-related industrial facilities by right; and,

WHEREAS, certain standards for an industrial use in the SDC Transect that meet the intent of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area (Smartcode) may be determined by warrant; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meetings of July 15, 2024 and August 19, 2024; and,

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

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

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

SECTION 1: SITE PLAN FINDINGS

Application Number 24-156 meets the criteria for approving a Site Plan as set forth in Section 210.04 of the Land Development Code.

SECTION 2: APPROVAL OF WARRANTS

The following site plan standard, determined by warrant, is hereby found to meet the intent of the Smartcode as codified in Section 1.3 and are hereby approved for Application Number 24-156:

1. Approval of four parking spaces, including one disabled space.
2. Approval of waiver of parking lot screening in the SDC district.

SECTION 3: SITE PLAN APPROVAL

Site Plan application #24-156 for property located at 599 Island Drive and further described as,

“Lots 5 and 6, Block 5, Lutean Shores, according to the map or plat thereof as recorded in Plat Book 20, Page 44, Public Records of Pinellas County, Florida,”

with plans prepared and sealed by Albert P. Carrier on August 2, 2024 and attached as Exhibit A, is hereby approved with the following conditions:

1. All requirements of the National Flood Insurance Program, Federal Emergency Management Agency and Florida Building Code must be met. All electrical equipment shall be installed at one (1) foot above required base flood elevation.
2. With the change of occupancy, the office/storage use of the existing on-site structure shall have an approved and inspected fire extinguisher, exit lights and an emergency light in any handicapped-equipped bathroom. A plan detail shall be provided for access/egress to the elevated freezer area on the plans submitted with the building permit application.
3. The parcel shall be master metered. This project shall use an above ground reduced pressure meter assembly. The contractor shall field-verify all utilities. Any adjustments to the utilities due to the project needs are the contractor's responsibility. The City requires 48 hours notice prior to any work being completed on utility mains. All restoration is the contractor's responsibility. Food preparation is not permitted with this project.
4. Construction plans shall be signed and sealed by a registered engineer licensed in the State of Florida and shall be consistent with the approved site

plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.

5. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
6. The site plan shall expire at six months from the effective date unless a Construction Permit or a Building Permit is obtained and kept active.

SECTION 4: EFFECTIVE DATE

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

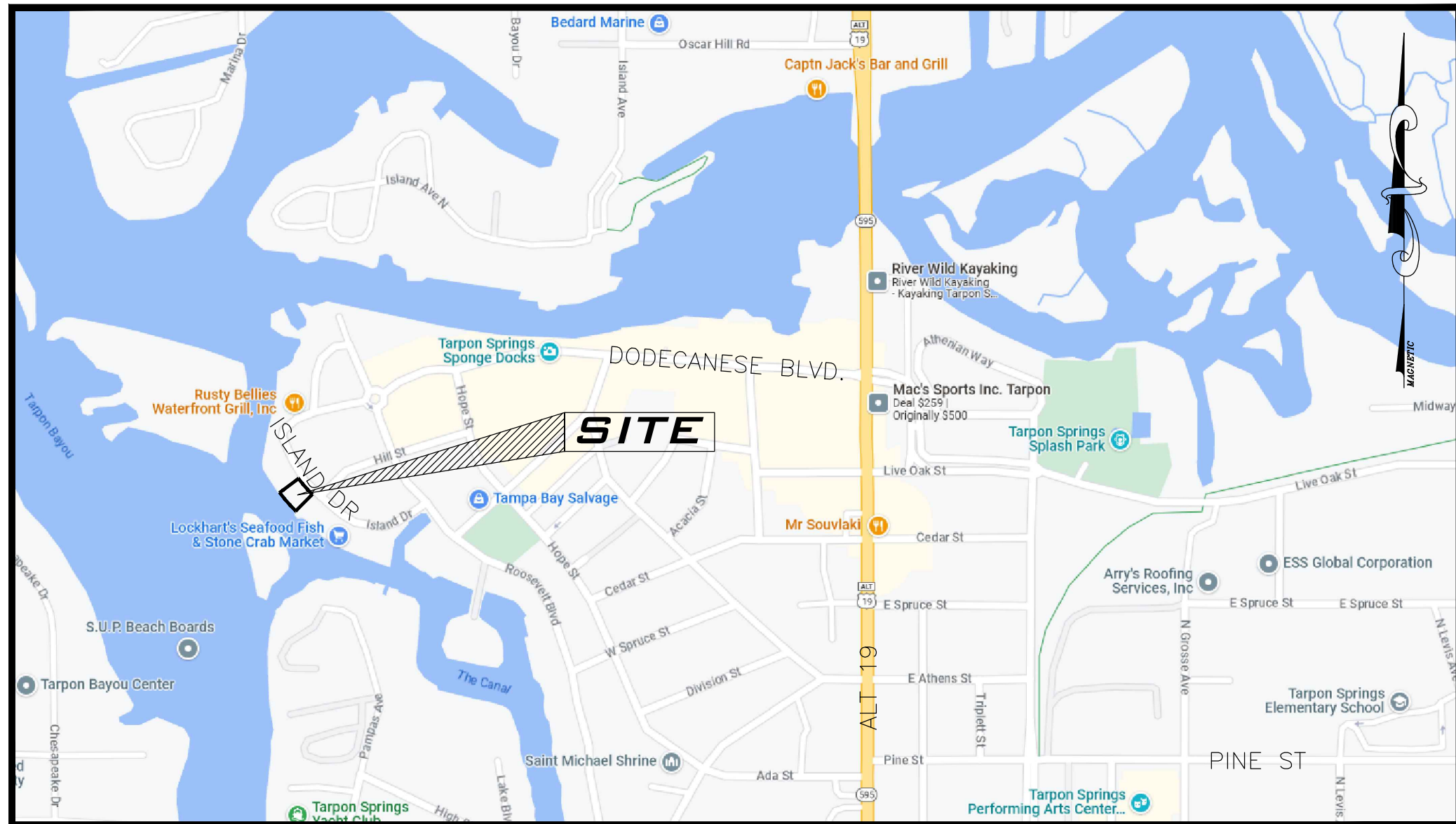
DRAFT

SITE PLAN
FOR
LUGGERS BACKUP, LLC
599 ISLAND DRIVE
TARPON SPRINGS, FLORIDA

INDEX OF DRAWINGS

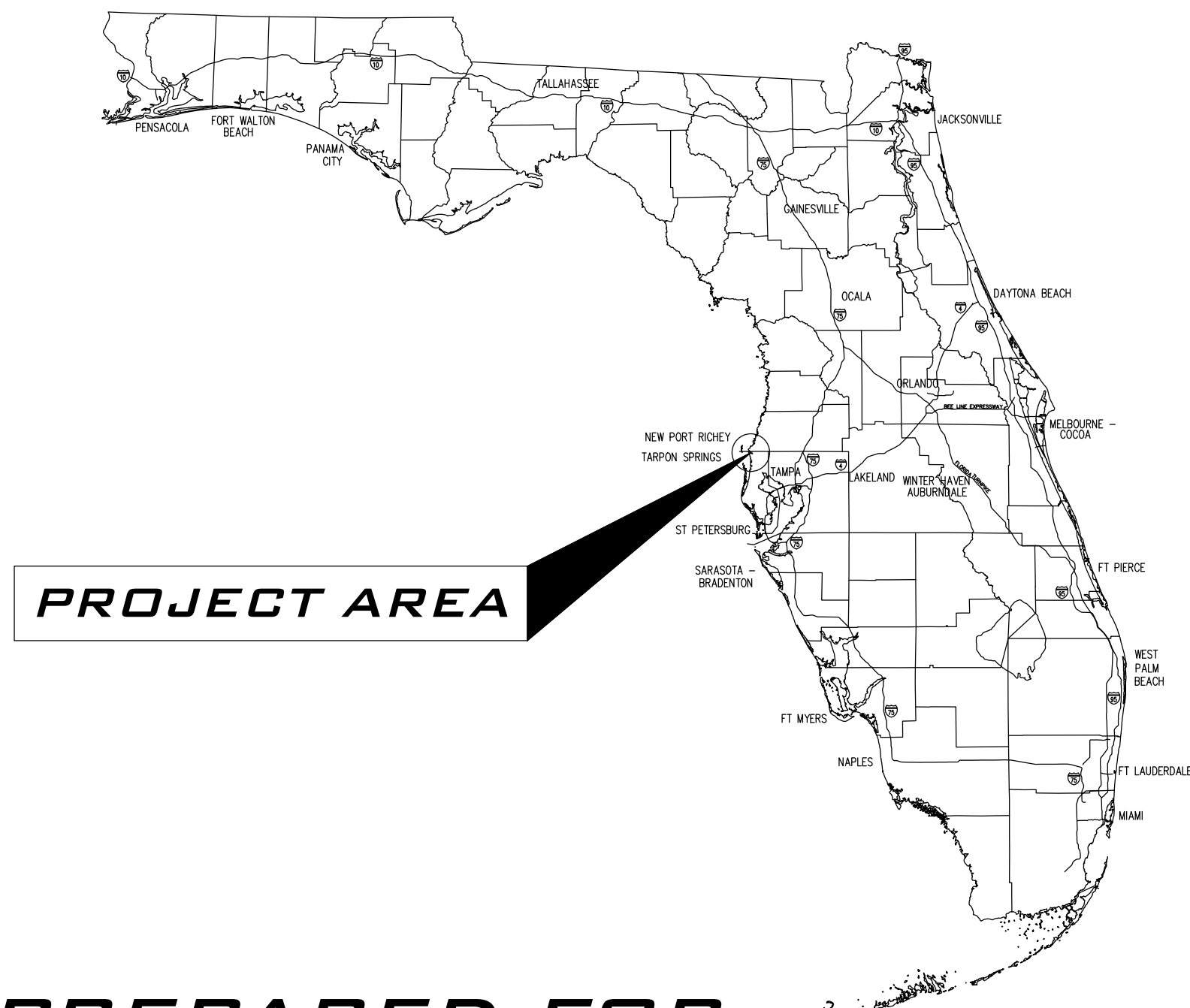
DRAWING TITLE	SHEET NO.
COVER SHEET	01
EXIST COND, DEMO & EROSION CTRL PLAN	02
SITE & UTILITY PLAN	03
PAVING, GRADING, DRAINAGE & LANDSCAPE PLAN	04
NOTES & SPECIFICATIONS	05
DETAILS	06-08

VICINITY MAP



SECTION 12, TOWNSHIP 27 S, RANGE 15 E
PINELLAS, COUNTY

LOCATION MAP



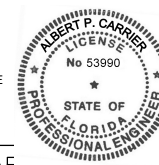
PREPARED FOR

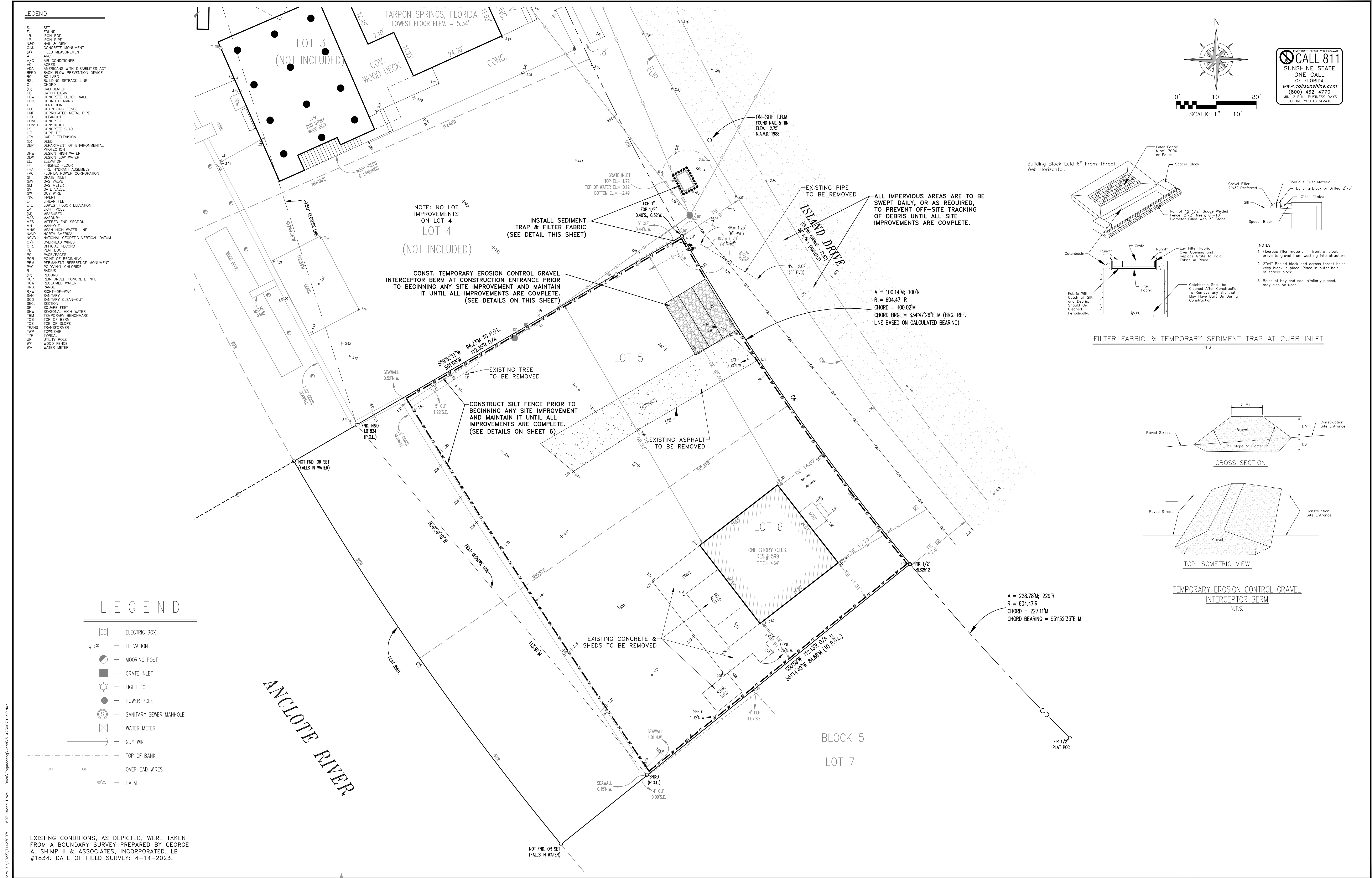
LUGGERS BACKUP, LLC
ATTN: JASON DELACRUZ
12124 LILLIAN AVE.
LARGO, FL 33778

REV.#	DATE	REVISION	BY

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL, ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.	THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ALBERT P. CARRIER, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. 	Digitally signed by Albert P Carrier Date: 2024.08.02 09:41:12 -04'00'	WORK ORDER NO. P314230079
			DATE: SEPTEMBER 18, 2023
			SCALE: NTS



LEGEND

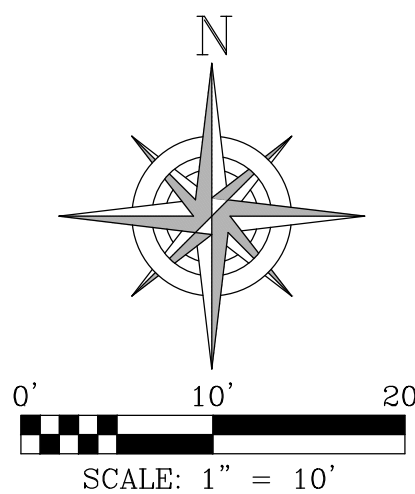
S.	SET
L.R.	FOUND
L.P.	IRON ROD
N&D	NAIL & DISK
C.M.	CONCRETE MONUMENT
(A)	FIELD MEASUREMENT
A/C	AIR CONDITIONER
AC	ACROSS
ADA	AMERICANS WITH DISABILITIES ACT
BFPD	BACK FLOW PREVENTION DEVICE
BOLL	BOLLARD
BSL	BUILDING SETBACK LINE
CHORD	CHORD
(C)	CALCULATED
CB	CATCH BASIN
CBW	CONCRETE BLOCK WALL
CHB	CHORD BEARING
CLF	CENTERLINE
CMP	CHAIN LINK FENCE
C.O.	CORRUGATED METAL PIPE
CONC.	CONCRETE
CONC.	CONCRETE
CONST	CONSTRUCT
CS	CONCRETE SLAB
CT	CURB TIE
CTV	CABLE TELEVISION
(D)	DEED
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION
DHW	DESIGN HIGH WATER
DLW	DESIGN LOW WATER
EL	ELEVATION
FF	FINISHED FLOOR
FFC	FIRE HYDRANT ASSEMBLY
FPC	FLORIDA POWER CORPORATION
GI	GRATE INLET
GM	GAS VALVE
GW	GUY WIRE
INV	INVERT
LF	LINEAR FEET
LF	LOWEST FLOOR ELEVATION
LP	LIGHT POLE
(M)	MEASURED
MAS	MASONRY
MES	METERED END SECTION
MIS	MANHOLE
MHW	MEAN HIGH WATER LINE
N&D	NORTH AMERICA
NGVD	NATIONAL GEODETIC VERTICAL DATUM
O/H	OVERHEAD WIRE
O/R	OFFICIAL RECORD
PB	PLAT BOOK
PC	PAGE/PAGES
PBS	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
PVC	POLYVINYL CHLORIDE
R	RADIUS
(R)	RECORD
RCP	REINFORCED CONCRETE PIPE
RWC	RECLAIMED WATER
RNG	RANGE
R/W	RIGHT-OF-WAY
SAN	SANITARY
SCO	SANITARY CLEAN-OUT
SEC	SECTION
SF	SQUARE FEET
SHW	SEASONAL HIGH WATER
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BERM
TOS	TOP OF SLOPE
TRANS	TRANSFORMER
TWP	TOWNSHIP
TYP	TYPICAL
UP	UTILITY POLE
WF	WOOD FENCE
WM	WATER METER

PROPOSED LEGEND	
	DIRECTION OF FLOW
	EXISTING ELEVATION
	ELEVATIONS ARE BASED ON NAVD-88
	PROPOSED ELEVATION
	ELEVATION AT TOP OF FEATURE
	ELEVATION AT BOTTOM OF FEATURE
GRADING, SURVEYS:	
GW	GROUND WATER
EP	EDGE OF PAVEMENT
G	GROUND
HP	HIGH POINT
ME	MATCH EXISTING GRADE
(ME)	(ESTIMATED INTERPOLATED VALUE)
MP	MATCH EXISTING EP
TC	TOP OF CURB
TS	TOP OF SIDEWALK
TW	TOP OF WALL
	6" CHAIN LINK FENCE
	SILT FENCE
	NUMBER OF PROPOSED PARKING SPACES
	REMOVE EXISTING TREE

LEGEND

	ELECTRIC BOX
	ELEVATION
	MOORING POST
	GRATE INLET
	LIGHT POLE
	POWER POLE
	SANITARY SEWER MANHOLE
	WATER METER
	GUY WIRE
	TOP OF BANK
	OVERHEAD WIRES
	PALM

EXISTING CONDITIONS, AS DEPICTED, WERE TAKEN FROM A BOUNDARY SURVEY PREPARED BY GEORGE A. SHIMP II & ASSOCIATES, INCORPORATED, LB #1834. DATE OF FIELD SURVEY: 4-14-2023.



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PRECAST FDOT 4'x8' TYPE J BOX WITH
MANHOLE COVER & CAST IRON GRATE
AND TRASH GUARD COVER FOR PIPE
GRT EL = 3.75
W INV = 1.50
SUMP INV = 0.50
12" WEEP HOLE PACKED WITH GRAVEL
FDOT INDEX 425-010

CONSTRUCT 44 LF OF
15", CLASS 4, RCP AT
0.2% SLOPE

20'x8' SINGLE
CONTAINER
(20 AMP-3 PHASE)

20'x8' SINGLE
CONTAINER
(20 AMP-3 PHASE)
40'x8' DOUBLE STACK
(3 EACH-60 AMP-3 PHASE)
FF.EI=4.10

CONC. SLAB TO
HAVE A MIN.
16" TURNDOWN

30'x8' SINGLE
STACK CONTAINER
(20 AMP-3 PHASE)
FF.EI=4.50

ON-SITE T.B.M.
FOUND NAIL & TIN
ELEV = 2.75
N.A.V.D. 1988

GRATE INLET
TOP EL = 1.72'
TOP OF WATER EL = 0.12'
BOTTOM EL = -2.49'

ISLAND DRIVE
(6' WIDE - 24' WIDE - 30' WIDE - 36' WIDE - 42' WIDE - 48' WIDE - 54' WIDE - 60' WIDE - 66' WIDE - 72' WIDE - 78' WIDE - 84' WIDE - 90' WIDE - 96' WIDE - 102' WIDE - 108' WIDE - 114' WIDE - 120' WIDE - 126' WIDE - 132' WIDE - 138' WIDE - 144' WIDE - 150' WIDE - 156' WIDE - 162' WIDE - 168' WIDE - 174' WIDE - 180' WIDE - 186' WIDE - 192' WIDE - 198' WIDE - 204' WIDE - 210' WIDE - 216' WIDE - 222' WIDE - 228' WIDE - 234' WIDE - 240' WIDE - 246' WIDE - 252' WIDE - 258' WIDE - 264' WIDE - 270' WIDE - 276' WIDE - 282' WIDE - 288' WIDE - 294' WIDE - 300' WIDE - 306' WIDE - 312' WIDE - 318' WIDE - 324' WIDE - 330' WIDE - 336' WIDE - 342' WIDE - 348' WIDE - 354' WIDE - 360' WIDE - 366' WIDE - 372' WIDE - 378' WIDE - 384' WIDE - 390' WIDE - 396' WIDE - 402' WIDE - 408' WIDE - 414' WIDE - 420' WIDE - 426' WIDE - 432' WIDE - 438' WIDE - 444' WIDE - 450' WIDE - 456' WIDE - 462' WIDE - 468' WIDE - 474' WIDE - 480' WIDE - 486' WIDE - 492' WIDE - 498' WIDE - 504' WIDE - 510' WIDE - 516' WIDE - 522' WIDE - 528' WIDE - 534' WIDE - 540' WIDE - 546' WIDE - 552' WIDE - 558' WIDE - 564' WIDE - 570' WIDE - 576' WIDE - 582' WIDE - 588' WIDE - 594' WIDE - 600' WIDE - 606' WIDE - 612' WIDE - 618' WIDE - 624' WIDE - 630' WIDE - 636' WIDE - 642' WIDE - 648' WIDE - 654' WIDE - 660' WIDE - 666' WIDE - 672' WIDE - 678' WIDE - 684' WIDE - 690' WIDE - 696' WIDE - 702' WIDE - 708' WIDE - 714' WIDE - 720' WIDE - 726' WIDE - 732' WIDE - 738' WIDE - 744' WIDE - 750' WIDE - 756' WIDE - 762' WIDE - 768' WIDE - 774' WIDE - 780' WIDE - 786' WIDE - 792' WIDE - 798' WIDE - 804' WIDE - 810' WIDE - 816' WIDE - 822' WIDE - 828' WIDE - 834' WIDE - 840' WIDE - 846' WIDE - 852' WIDE - 858' WIDE - 864' WIDE - 870' WIDE - 876' WIDE - 882' WIDE - 888' WIDE - 894' WIDE - 900' WIDE - 906' WIDE - 912' WIDE - 918' WIDE - 924' WIDE - 930' WIDE - 936' WIDE - 942' WIDE - 948' WIDE - 954' WIDE - 960' WIDE - 966' WIDE - 972' WIDE - 978' WIDE - 984' WIDE - 990' WIDE - 996' WIDE - 1002' WIDE - 1008' WIDE - 1014' WIDE - 1020' WIDE - 1026' WIDE - 1032' WIDE - 1038' WIDE - 1044' WIDE - 1050' WIDE - 1056' WIDE - 1062' WIDE - 1068' WIDE - 1074' WIDE - 1080' WIDE - 1086' WIDE - 1092' WIDE - 1098' WIDE - 1104' WIDE - 1110' WIDE - 1116' WIDE - 1122' WIDE - 1128' WIDE - 1134' WIDE - 1140' WIDE - 1146' WIDE - 1152' WIDE - 1158' WIDE - 1164' WIDE - 1170' WIDE - 1176' WIDE - 1182' WIDE - 1188' WIDE - 1194' WIDE - 1200' WIDE - 1206' WIDE - 1212' WIDE - 1218' WIDE - 1224' WIDE - 1230' WIDE - 1236' WIDE - 1242' WIDE - 1248' WIDE - 1254' WIDE - 1260' WIDE - 1266' WIDE - 1272' WIDE - 1278' WIDE - 1284' WIDE - 1290' WIDE - 1296' WIDE - 1302' WIDE - 1308' WIDE - 1314' WIDE - 1320' WIDE - 1326' WIDE - 1332' WIDE - 1338' WIDE - 1344' WIDE - 1350' WIDE - 1356' WIDE - 1362' WIDE - 1368' WIDE - 1374' WIDE - 1380' WIDE - 1386' WIDE - 1392' WIDE - 1398' WIDE - 1404' WIDE - 1410' WIDE - 1416' WIDE - 1422' WIDE - 1428' WIDE - 1434' WIDE - 1440' WIDE - 1446' WIDE - 1452' WIDE - 1458' WIDE - 1464' WIDE - 1470' WIDE - 1476' WIDE - 1482' WIDE - 1488' WIDE - 1494' WIDE - 1500' WIDE - 1506' WIDE - 1512' WIDE - 1518' WIDE - 1524' WIDE - 1530' WIDE - 1536' WIDE - 1542' WIDE - 1548' WIDE - 1554' WIDE - 1560' WIDE - 1566' WIDE - 1572' WIDE - 1578' WIDE - 1584' WIDE - 1590' WIDE - 1596' WIDE - 1602' WIDE - 1608' WIDE - 1614' WIDE - 1620' WIDE - 1626' WIDE - 1632' WIDE - 1638' WIDE - 1644' WIDE - 1650' WIDE - 1656' WIDE - 1662' WIDE - 1668' WIDE - 1674' WIDE - 1680' WIDE - 1686' WIDE - 1692' WIDE - 1698' WIDE - 1704' WIDE - 1710' WIDE - 1716' WIDE - 1722' WIDE - 1728' WIDE - 1734' WIDE - 1740' WIDE - 1746' WIDE - 1752' WIDE - 1758' WIDE - 1764' WIDE - 1770' WIDE - 1776' WIDE - 1782' WIDE - 1788' WIDE - 1794' WIDE - 1800' WIDE - 1806' WIDE - 1812' WIDE - 1818' WIDE - 1824' WIDE - 1830' WIDE - 1836' WIDE - 1842' WIDE - 1848' WIDE - 1854' WIDE - 1860' WIDE - 1866' WIDE - 1872' WIDE - 1878' WIDE - 1884' WIDE - 1890' WIDE - 1896' WIDE - 1902' WIDE - 1908' WIDE - 1914' WIDE - 1920' WIDE - 1926' WIDE - 1932' WIDE - 1938' WIDE - 1944' WIDE - 1950' WIDE - 1956' WIDE - 1962' WIDE - 1968' WIDE - 1974' WIDE - 1980' WIDE - 1986' WIDE - 1992' WIDE - 1998' WIDE - 2004' WIDE - 2010' WIDE - 2016' WIDE - 2022' WIDE - 2028' WIDE - 2034' WIDE - 2040' WIDE - 2046' WIDE - 2052' WIDE - 2058' WIDE - 2064' WIDE - 2070' WIDE - 2076' WIDE - 2082' WIDE - 2088' WIDE - 2094' WIDE - 2100' WIDE - 2106' WIDE - 2112' WIDE - 2118' WIDE - 2124' WIDE - 2130' WIDE - 2136' WIDE - 2142' WIDE - 2148' WIDE - 2154' WIDE - 2160' WIDE - 2166' WIDE - 2172' WIDE - 2178' WIDE - 2184' WIDE - 2190' WIDE - 2196' WIDE - 2202' WIDE - 2208' WIDE - 2214' WIDE - 2220' WIDE - 2226' WIDE - 2232' WIDE - 2238' WIDE - 2244' WIDE - 2250' WIDE - 2256' WIDE - 2262' WIDE - 2268' WIDE - 2274' WIDE - 2280' WIDE - 2286' WIDE - 2292' WIDE - 2298' WIDE - 2304' WIDE - 2310' WIDE - 2316' WIDE - 2322' WIDE - 2328' WIDE - 2334' WIDE - 2340' WIDE - 2346' WIDE - 2352' WIDE - 2358' WIDE - 2364' WIDE - 2370' WIDE - 2376' WIDE - 2382' WIDE - 2388' WIDE - 2394' WIDE - 2400' WIDE - 2406' WIDE - 2412' WIDE - 2418' WIDE - 2424' WIDE - 2430' WIDE - 2436' WIDE - 2442' WIDE - 2448' WIDE - 2454' WIDE - 2460' WIDE - 2466' WIDE - 2472' WIDE - 2478' WIDE - 2484' WIDE - 2490' WIDE - 2496' WIDE - 2502' WIDE - 2508' WIDE - 2514' WIDE - 2520' WIDE - 2526' WIDE - 2532' WIDE - 2538' WIDE - 2544' WIDE - 2550' WIDE - 2556' WIDE - 2562' WIDE - 2568' WIDE - 2574' WIDE - 2580' WIDE - 2586' WIDE - 2592' WIDE - 2598' WIDE - 2604' WIDE - 2610' WIDE - 2616' WIDE - 2622' WIDE - 2628' WIDE - 2634' WIDE - 2640' WIDE - 2646' WIDE - 2652' WIDE - 2658' WIDE - 2664' WIDE - 2670' WIDE - 2676' WIDE - 2682' WIDE - 2688' WIDE - 2694' WIDE - 2700' WIDE - 2706' WIDE - 2712' WIDE - 2718' WIDE - 2724' WIDE - 2730' WIDE - 2736' WIDE - 2742' WIDE - 2748' WIDE - 2754' WIDE - 2760' WIDE - 2766' WIDE - 2772' WIDE - 2778' WIDE - 2784' WIDE - 2790' WIDE - 2796' WIDE - 2802' WIDE - 2808' WIDE - 2814' WIDE - 2820' WIDE - 2826' WIDE - 2832' WIDE - 2838' WIDE - 2844' WIDE - 2850' WIDE - 2856' WIDE - 2862' WIDE - 2868' WIDE - 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3336' WIDE - 3342' WIDE - 3348' WIDE - 3354' WIDE - 3360' WIDE - 3366' WIDE - 3372' WIDE - 3378' WIDE - 3384' WIDE - 3390' WIDE - 3396' WIDE - 3402' WIDE - 3408' WIDE - 3414' WIDE - 3420' WIDE - 3426' WIDE - 3432' WIDE - 3438' WIDE - 3444' WIDE - 3450' WIDE - 3456' WIDE - 3462' WIDE - 3468' WIDE - 3474' WIDE - 3480' WIDE - 3486' WIDE - 3492' WIDE - 3498' WIDE - 3504' WIDE - 3510' WIDE - 3516' WIDE - 3522' WIDE - 3528' WIDE - 3534' WIDE - 3540' WIDE - 3546' WIDE - 3552' WIDE - 3558' WIDE - 3564' WIDE - 3570' WIDE - 3576' WIDE - 3582' WIDE - 3588' WIDE - 3594' WIDE - 3600' WIDE - 3606' WIDE - 3612' WIDE - 3618' WIDE - 3624' WIDE - 3630' WIDE - 3636' WIDE - 3642' WIDE - 3648' WIDE - 3654' WIDE - 3660' WIDE - 3666' WIDE - 3672' WIDE - 3678' WIDE - 3684' WIDE - 3690' WIDE - 3696' WIDE - 3702' WIDE - 3708' WIDE - 3714' WIDE - 3720' WIDE - 3726' WIDE - 3732' WIDE - 3738' WIDE - 3744' WIDE - 3750' WIDE - 3756' WIDE - 3762' WIDE - 3768' WIDE - 3774' WIDE - 3780' WIDE - 3786' WIDE - 3792' WIDE - 3798' WIDE - 3804' WIDE - 3810' WIDE - 3816' WIDE - 3822' WIDE - 3828' WIDE - 3834' WIDE - 3840' WIDE - 3846' WIDE - 3852' WIDE - 3858' WIDE - 3864' WIDE - 3870' WIDE - 3876' WIDE - 3882' WIDE - 3888' WIDE - 3894' WIDE - 3900' WIDE - 3906' WIDE - 3912' WIDE - 3918' WIDE - 3924' WIDE - 3930' WIDE - 3936' WIDE - 3942' WIDE - 3948' WIDE - 3954' WIDE - 3960' WIDE - 3966' WIDE - 3972' WIDE - 3978' WIDE - 3984' WIDE - 3990' WIDE - 3996' WIDE - 4002' WIDE - 4008' WIDE - 4014' WIDE - 4020' WIDE - 4026' WIDE - 4032' WIDE - 4038' WIDE - 4044' WIDE - 4050' WIDE - 4056' WIDE - 4062' WIDE - 4068' WIDE - 4074' WIDE - 4080' WIDE - 4086' WIDE - 4092' WIDE - 4098' WIDE - 4104' WIDE - 4110' WIDE - 4116' WIDE - 4122' WIDE - 4128' WIDE - 4134' WIDE - 4140' WIDE - 4146' WIDE - 4152' WIDE - 4158' WIDE - 4164' WIDE - 4170' WIDE - 4176' WIDE - 4182' WIDE - 4188' WIDE - 4194' WIDE - 4200' WIDE - 4206' WIDE - 4212' WIDE - 4218' WIDE - 4224' WIDE - 4230' WIDE - 4236' WIDE - 4242' WIDE - 4248' WIDE - 4254' WIDE - 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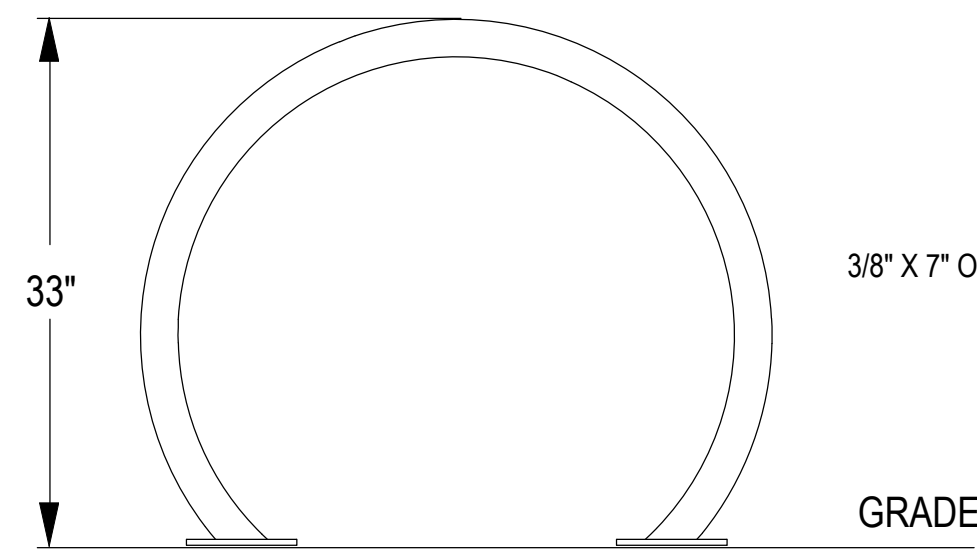


DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



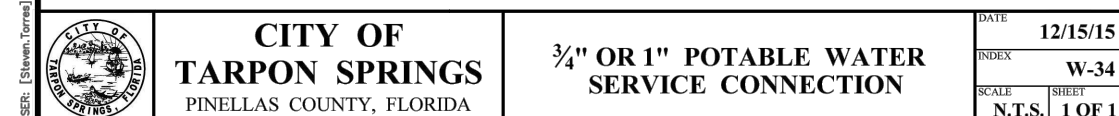
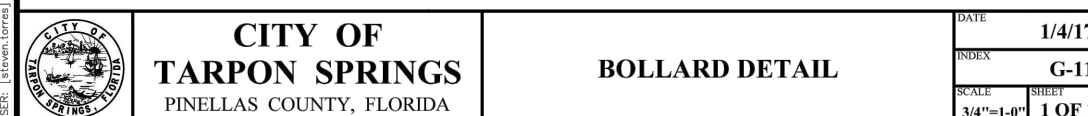
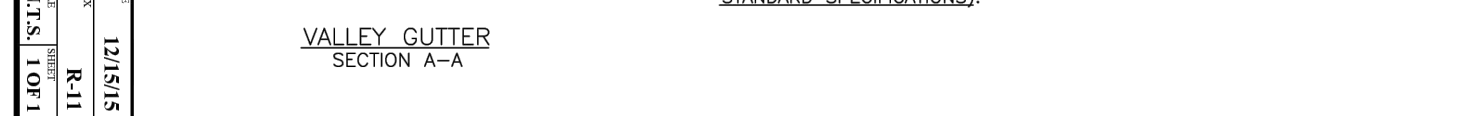
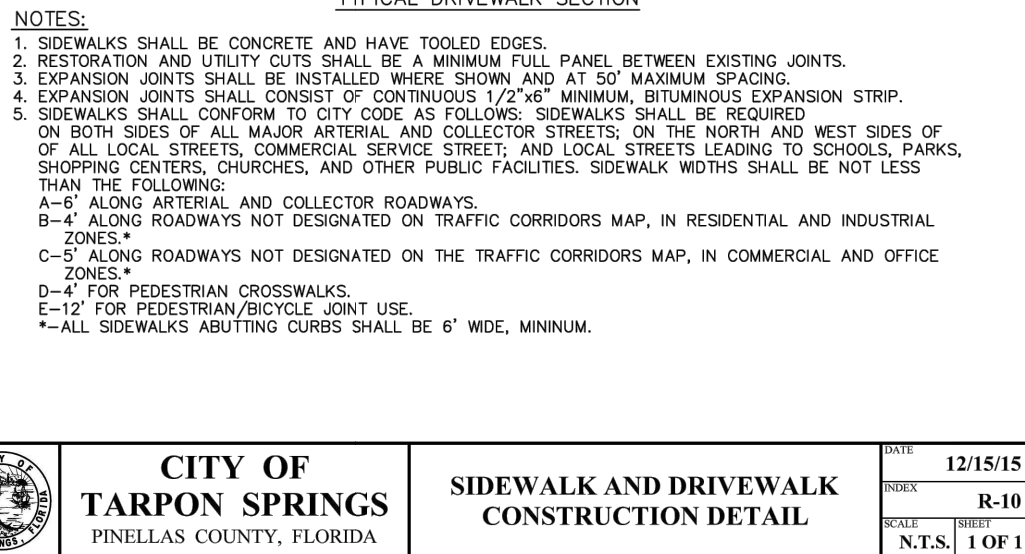
N.T.S

NOTE: SILT BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, FENCE OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS; HOWEVER, PAYMENT WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING SILT BARRIER AND/OR STAKED BARRIER. POSTS IN SILT FENCES AND STAKED SILT BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHER- WISE DIRECTED BY ENGINEER.



BIKE RACK DETAIL

N.T.S.



HANDICAP SIGNS

F.D.O.T. INDEX 700-102 (MOST RECENT) - N.T.S.

GENERAL NOTES:

- Work this Index with Specification 425 and Index 425-001.
- Type P standard structure bottoms are 4'-0" diameter and smaller (Alt. A) and 3'-6" square (Alt. B). Larger standard structure bottoms are designated Type J. Risers are permitted for all structures.
- Walls of circular structures (Alt. A) constructed in place may be of brick or reinforced concrete. Construct precast and rectangular structures (Alt. B) with reinforced concrete only.
- Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with ASTM C478 (See Table 1).
- Top and bottom slab thickness and reinforcement are for precast and cast-in-place construction. Use Class II concrete, except when Class IV concrete is shown in the Plans.
- Alt. A or Alt. B structure bottoms may be used in conjunction with curb inlet types Types 1, 2, 3, 4, 5, 6, 9, and 10, and any manhole or junction box. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet.
- Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and pipes.
- Use straight embedment reinforcement in top and bottom slabs except when ACI hooks are specifically required.
- Construct corner fillets as shown for rectangular structures used with circular risers and inlet throats, and when used on slabs with rectangular risers, inlets, and inlet throats. Construct fillets in the top slab of the Alt. A structure bottoms when used with the Type B risers. Reinforce each fillet with two #5 bars.
- Units larger than specified standards may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Furnish such larger units at no additional cost to the Department. Larger Alt. A units cannot replace Alt. B units without approval of the Engineer. This Note applies to this Index only.

REINFORCEMENT NOTES:

- Locate wall reinforcement in rectangular structures as shown in the WALL REINFORCEMENT SPLICE DETAILS in Index 425-001.
- Provide a minimum 2" clear cover for all reinforcement unless otherwise noted and except for 36" diameter ASTM C478 units.
- Additional bars used to restrain hole formers for precast structures with grouted pipe connections may be left flush with the hole surface.
- Cut or bend reinforcement at pipe openings to maintain cover.
- Remove exposed ends of reinforcing at precast pipe openings and grouted joints to 1" below the concrete surface and seal with a Type F Epoxy meeting the requirements of Specification 926.
- Equivalent area smooth or deformed welded wire reinforcement may be substituted in accordance with Index 425-001.

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Dimensional and Reinforcing Details
3	Tables 1, 2, 3, and 4
4	Tables 5 and 6

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LAST REVISION 11/01/20

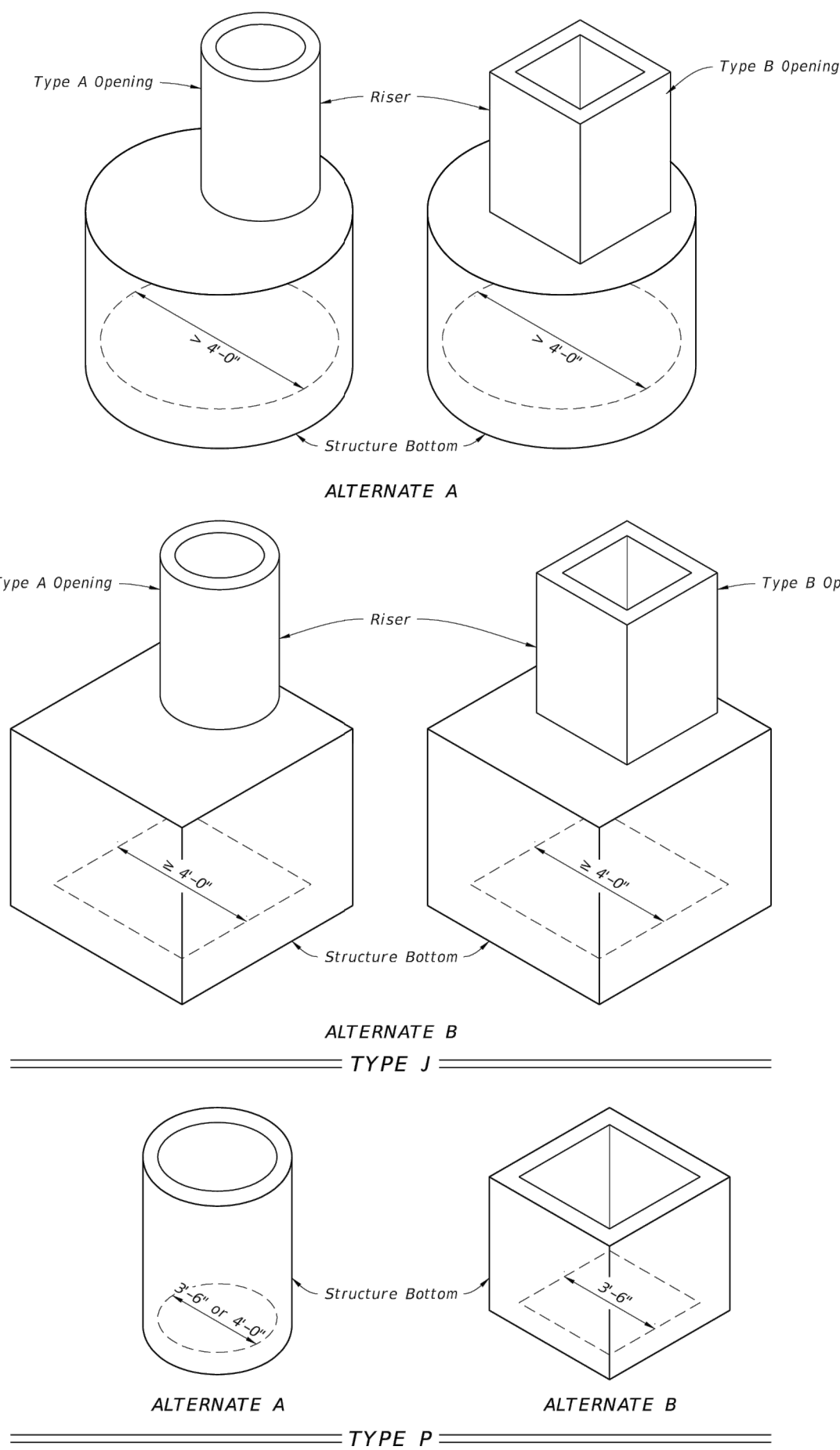
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FY 2023-24
STANDARD PLANS

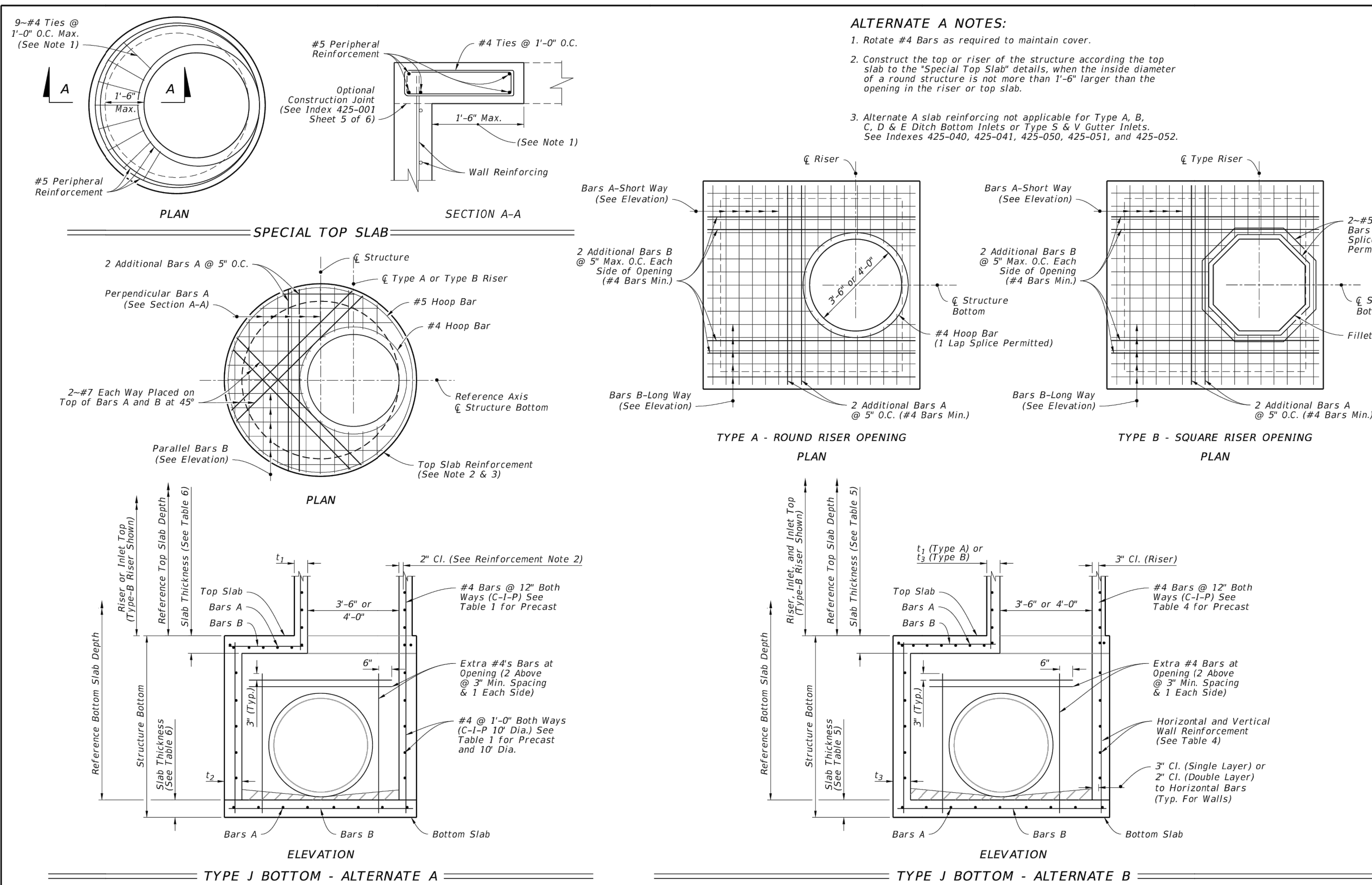
STRUCTURE BOTTOMS TYPE J AND P

INDEX 425-010
SHEET 1 of 4



ALTERNATE A NOTES:

- Rotate #4 Bars as required to maintain cover.
- Construct the top or riser of the structure according to the slab to the "Special Top Slab" details, when the inside diameter of a round structure is not more than 1'-6" larger than the opening in the riser or top slab.
- Alternate A slab reinforcing not applicable for Type A, B, C, D & E Ditch Bottom Inlets or Type S & V Cutter Inlets. See Indexes 425-040, 425-041, 425-050, 425-051, and 425-052.



LAST REVISION 11/01/20

DESCRIPTION:



FY 2023-24
STANDARD PLANS

STRUCTURE BOTTOMS TYPE J AND P

INDEX 425-010
SHEET 2 of 4

TABLE 1 - ALTERNATE A - STRUCTURES									
TYPE	STRUCTURE/RISER DIAMETER (ft)	CAST-IN-PLACE ITEMS CLASS II CONCRETE			PRECAST ITEMS CLASS II CONCRETE			ASTM C478	
		t ₁	t ₂	A _s	t ₁	t ₂	A _s	t ₁ or t ₂	A _s ***
		(in.)	(in.)	(in ² /ft.)	(in.)	(in.)	(in ² /ft.)	(in.)	(in ² /ft.)
P	3'-6"	6	8	0.20	6	8	0.20	4**	0.105
P	4'-0"	6	8	0.20	6	8	0.20	5**	0.120
J	5'-0"	-	8	0.20	-	8	0.20	6**	0.150
J	6'-0"	-	8	0.20	-	8	0.20	6	0.180
J	7'-0"	-	8	0.20	-	8	0.20	7	0.210
J	8'-0"	-	8	0.20	-	8	0.20	8	0.240
J	10'-0"	-	10	0.40#	-	10	0.40#	10	0.300
J	12'-0"	-	10	0.40#	-	12	0.40#	12	0.360

t₁ and t₂ - Wall Thickness.

A_s - Vertical and horizontal areas of reinforcement.

**Provide 0.20 sq. in./ft. at each face, 12" max. bar spacing.

***Modified minimum wall thickness.

***Min. total circumferential reinforcement for continuous steel hoops:

A₂ = 0.40 sq. in. for riser section height equal or less than 2'-0" (2 hoop min.)

A₃ = 0.60 sq. in. for riser section height more than 2'-0" up to 4'-0" (3 hoop min.)

Areas of reinforcing for precast items are based on Grade 60 reinforcing.

No reduction in the area of reinforcement is allowed for welded wire fabric in Table 1.

Area of vertical reinforcing may be reduced in accordance with ASTM C478.

TABLE 3 - REINFORCING SCHEDULE					
SCHEDULE	GRADE 60 AREA (in ² /ft.)	MAXIMUM SPACING			
		GR 60 BARS (in.)	WVR EQUIV. AREA 65 KSI (in.)	70 KSI (in.)	
A12	0.20	12	8	8	
A6	0.20	6	5	4 $\frac{1}{2}$	
B10	0.24	10	6	5	
B5.5	0.24	5 $\frac{1}{2}$	5	4	
C6.5	0.37	6 $\frac{1}{2}$	6	5	
C3.5	0.37	3 $\frac{1}{2}$	3	2 $\frac{1}{2}$	
D7	0.53	7	6	5	
D4.5	0.53	4 $\frac{1}{2}$	4	3 $\frac{1}{2}$	
E5	0.73	5	4	4	
E3	0.73	3	3	3	
F5	1.06	5	4	4	
F3.5	1.06	3 $\frac{1}{2}$	3	3	
G5	1.45	5	4	4	
G3.5	1.45	3 $\frac{1}{2}$	3	3	
H4	1.75	4	3	3	

TABLE 2 - ALTERNATE B SQUARE AND RECTANGULAR STRUCTURES									
TYPE	WALL LENGTH (ft)	MAX. DEPTH (ft)	WALL THICKNESS (t ₁) (in.)	C-I-P (in.)	PRECAST (in.)	RISER 8 Bottom	RISER 8 Bottom	RISER 8 Bottom	RISER 8 Bottom
P	3'-6"	40	6	6	6	6	6	6	6
J	4'-0"	40	6	6	6	6	6	6	6
J	5'-0"	22	-	-	-	-	-	-	-
J	6'-0"	15	-	-	-	-	-	-	-
J	5'-0" to 9'-0"	40	8	8	8	8	8	8	8
J	10'-0"	25	8	8	8	8	8	8	8
J	10'-0" to 12'-0"	40	10	9	9	9	9	9	9
J	16'-0"	35	-	-	-	-	-	-	-
J	16'-0"	40	10	10	10	10	10	10	10
J	20'-0"	25	-	-	-	-	-	-	-
J	20'-0"	30	10	10	10	10	10	10	10

See Table 4 for Reinforcing Schedule.

TABLE 4 - WALL DESIGNS - RECTANGULAR STRUCTURES									
VERTICAL REINFORCING		HORIZONTAL REINFORCING		WALL THICKNESS	VERTICAL REINFORCING		HORIZONTAL REINFORCING		WALL THICKNESS
WALL DEPTH	SCHEDULE	WALL DEPTH	SCHEDULE		WALL DEPTH	SCHEDULE	WALL DEPTH	SCHEDULE	
SIZE: 3'-6" & RISER									
≥17'-40"	A12	≥17'-10"	B10	6" 8"	Inside/Outside		Inside/Outside		9"
					SIZE: 10'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	C3.5	6" 8"	26'-40"	D7	26'-40"	F5	F5
					SIZE: 12'-0"				
					Inside/Outside		Inside/Outside		
≥17'-40"	A12	≥17'-6"	B10	6" 8"	≥17'-14"	B10	≥17'-14"	C6.5	E5
					SIZE: 10'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	C3.5	6" 8"	26'-40"	D7	26'-40"	F5	F5
					SIZE: 12'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-40"	A12	≥17'-5"	B5.5	6" 8"	≥17'-12"	B10	≥17'-12"	D7	D7
					SIZE: 16'-0"				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	E3	8"	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0"				
					Inside/Outside		Inside/Outside		
≥17'-26"	A12	≥17'-9"	C3.5	6" 8"	≥17'-11"	C6.5	≥17'-13"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-25"	A12	≥17'-7"	B10	8"	≥17'-10"	C6.5	≥17'-9"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	B10	26'-40"	B5.5	8.5"	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-20"	A12	≥17'-6"	B5.5	8.5"	≥17'-10"	C6.5	≥17'-8"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-12"	A12	≥17'-8"	C6.5	6.5"	≥17'-15"	C6.5	≥17'-12"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	D7	26'-40"	F5	F5	26'-40"	G5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-10"	A12	≥17'-4"	B10	8"	≥17'-12"	C6.5	≥17'-10"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-8"	A12	≥17'-3"	B10	8"	≥17'-10"	C6.5	≥17'-8"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-6"	A12	≥17'-2"	B10	8"	≥17'-8"	C6.5	≥17'-6"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-4"	A12	≥17'-0"	B10	8"	≥17'-6"	C6.5	≥17'-4"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-2"	A12	≥17'-0"	B10	8"	≥17'-4"	C6.5	≥17'-2"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-2"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
26'-40"	A12	26'-40"	D7	D7	26'-40"	F5	26'-40"	G5	G5
					SIZE: 16'-0" (Precast Only)				
					Inside/Outside		Inside/Outside		
≥17'-0"	A12	≥17'-0"	B10	8"	≥17'-0"	C6.5	≥17'-0"	D7	D7
					SIZE: 16'-0" (Prec				

TABLE 4 NOTES:

- Wall depth is measured to the top of the bottom slab for boxes and to the top of the intermediate slab for risers.
- Wall height is the distance between top of lower slab to bottom of upper slab. Maximum wall height is 12' for wall lengths exceeding 5', or 10' for wall lengths exceeding 12'.
- Wall lengths exceeding 6'-0" require two layers of reinforcing (see Table 4) with 2'-0" cover from the horizontal bars to the inside and outside faces for each layer.
- Wall lengths exceeding the dimensions or depths shown in Table 4, or 12'-0" diameter require a special design.
- Wall thickness and reinforcing for rectangular structures is based on the longer wall length.

TABLES 1, 2, 3, AND 4

LAST REVISION 11/01/20

DESCRIPTION:



FY 2023-24
STANDARD PLANS

STRUCTURE BOTTOMS TYPE J AND P

INDEX 425-010
SHEET 3 of 4

TABLE 5 - SLAB DESIGNS - SQUARE AND RECTANGULAR STRUCTURES (ALL SLABS 8" THICK EXCEPT AS NOTED - REINFORCING PARALLEL TO SHORT WAY AND LONG WAY)											
SHORT-WAY		LONG-WAY		SHORT-WAY		LONG-WAY		SHORT-WAY		LONG-WAY	
SLAB DEPTH	SCHEDULE (Bars A)	SLAB DEPTH	SCHEDULE (Bars B)	SLAB DEPTH	SCHEDULE (Bars A)	SLAB DEPTH	SCHEDULE (Bars B)	SLAB DEPTH	SCHEDULE (Bars A)	SLAB DEPTH	SCHEDULE (Bars B)
SIZE: 3'-6" x UNLIMITED				SIZE: 6' x 6'				SIZE: 8' x 8'			
20.5' < 8'	B10	20.5' < 24'	B10	20.5' < 13'	C6.5	20.5' < 10'	C3.5	20.5' < 10'	D7	20.5' < 9'	D4.5
8' < 13'	B5.5	24'-40'	B5.5	13' < 23'	E5	10' < 10'	D4.5	10' < 19'	F5	9' < 13'	E3
13' < 31'	C6.5			23'-40'	E5	18' < 27'	E5	19'-30'	F5	13' < 18'	F5
31'-40'						27' < 33'	E3			18' < 23'	F3.5
						33'-40'	F5			23'-30'	G3.5
SIZE: 4' x UNLIMITED				SIZE: 6' x 7'				SIZE: 8' x 9'			
20.5' < 7'	B5.5	20.5' < 15'	B10	20.5' < 8'	C6.5	20.5' < 8'	C6.5	20.5' < 8'	D7	20.5' < 7'	D4.5
7' < 19'	C6.5	15' < 29'	B5.5	8' < 16'	D7	8' < 12'	C3.5	8' < 14'	E5	7' < 9'	D7
19' < 31'	D7	29'-40'	C6.5	16' < 28'	E5	12' < 21'	D4.5	14' < 23'	F5	9' < 13'	E3
31'-40'	E5			28'-40'	F5	21' < 28'	E5	23'-31'	G3.5	15' < 30'	F5
						28' < 35'	F3.5			20' < 23'	F3.5
						35'-40'	F5			23'-31'	G3.5
SIZE: 5' x 5'				SIZE: 6' x 8'				SIZE: 8' x 9'			
20.5' < 3'	C6.5	20.5' < 3'	C6.5	20.5' < 6'	C6.5	20.5' < 6'	B5.5	20.5' < 8'	D7	20.5' < 7'	D4
3' < 7'	B5.5	3' < 13'	D7	6' < 13'	D7	6' < 11'	C6.5	8' < 14'	E5	7' < 10'	D7
7' < 22'-29'	C6.5	13' < 22'	C6.5	13' < 22'	E5	11' < 17'	C3.5	14' < 22'	F5	10' < 17'	F3.5
22'-29'	D7	22' < 29'	D4.5	22' < 35'	F5	17' < 22'	D4.5	22'-30'	F5	17' < 22'	F3.5
29'-40'	E5	29'-40'	E5	35'-40'	G5	22' < 32'	E3				
SIZE: 5' x 6'				SIZE: 6' x 8'				SIZE: 9'x9'x10' SLAB THICKNESS			
20.5' < 12'	C6.5	20.5' < 3'	C6.5	20.5' < 8'	D7	20.5' < 8'	B5.5	22' < 36'	F5	22' < 31'	F3.5
12' < 26'	D7	3' < 9'	B5.5	8' < 14'	E5	8' < 14'	C6.5	36'-40'	G5	31'-40'	G3.5
26'-40'	E5	9' < 23'	C3.5	14' < 24'	F5	14' < 21'	C3.5				
		23' < 35'	D4.5	24'-34'	G5	21' < 25'	D4.5				
		35'-40'	E5			25'-34'	F5				
SIZE: 5' x 7'				SIZE: 6' x 9'				SIZE: 10'x10'x10' SLAB THICKNESS			
20.5' < 10'	C6.5	20.5' < 10'	B5.5	20.5' < 8'	D7	20.5' < 8'	B5.5	20.5' < 7'	C6.5	0.5' < 6'	C6.5
10' < 20'	D7	10' < 31'	C3.5	8' < 14'	E5	8' < 14'	C6.5	7' < 10'	D7	6' < 9'	D4.5
20' < 34'	E5	31'-34'	D4.5	14' < 24'	F5	14' < 21'	C3.5	10' < 18'	E5	9' < 15'	E5
34'-40'	F5			24'-34'	G5	21' < 25'	D4.5	18' < 27'	F5	15' < 22'	F5
						25'-34'	F5	27'-32'	G5	22'-30'	G3.5
SIZE: 5' x 8'				SIZE: 6' x 10'				SIZE: 12'x12'x12' SLAB THICKNESS			
20.5' < 7'	C6.5	20.5' < 8'	B10	20.5' < 8'	D7	20.5' < 8'	B5.5	20.5' < 10'	D7	20.5' < 8'	D7
7' < 13'	D7	8' < 17'	B5.5	8' < 14'	E5	8' < 14'	C6.5	10' < 16'	E5	8' < 14'	E5
13' < 24'	E5	17' < 25'	C6.5	14' < 24'	F5	14' < 21'	C3.5	16' < 25'	F5	14' < 22'	F5
24'-40'	F5	25'-40'	C3.5	24'-34'	G5	21' < 25'	D4.5	29'-39'	G5	22' < 30'	G5
						25'-34'	F5			30'-35'	H4
SIZE: 5' x 9'				SIZE: 7' x 7'				SIZE: 12'x12'x12' SLAB THICKNESS			
20.5' < 8'	C6.5	20.5' < 14'	B10	20.5' < 8'	C6.5	20.5' < 4'	C6.5	20.5' < 10'	D7	20.5' < 8'	D7
8' < 14'	D7	14' < 24'	B5.5	8' < 15'	D7	4' < 7'	C3.5	10' < 16'	E5	8' < 14'	E5
14' < 25'	E5	24' < 34'	C6.5	15' < 26'	E5	7' < 11'	D4.5	16' < 25'	F5	14' < 22'	F5
25'-40'	F5	34'-40'	C3.5	26'-40'	F5	11' < 22'	E3	29'-39'	G5	22' < 30'	G5
						22' < 32'	F3.5				
						32'-40'	G3.5				
SIZE: 5' x UNLIMITED				SIZE: 7' x 8'				SIZE: 12'x12'x12' SLAB THICKNESS			
20.5' < 8'	C6.5	20.5' < 14'	B10	20.5' < 9'	C6.5	20.5' < 5'	C6.5	20.5' < 10'	D7	20.5' < 8'	D7
8' < 14'	D7	14' < 24'	B5.5	9' < 11'	D7	5' < 8'	C3.5	10' < 16'	E5	8' < 14'	E5
14' < 25'	E5	24' < 34'	C6.5	11' < 19'	E5	8' < 13'	D4.5	16' < 25'	F5	14' < 22'	F5
25'-40'	F5	34'-40'	C3.5	19' < 30'	F5	13' < 22'	E3	29'-39'	G5	22' < 30'	G5
				30'-40'	G5	22' < 30'	F3.5				
						30'-40'	G3.5				
SIZE: 7' x 9'				SIZE: 7' x 9'				SIZE: 12'x12'x12' SLAB THICKNESS			
20.5' < 9'	D7	20.5' < 7'	C6.5	20.5' < 9'	D7	7' < 10'	C3.5	20.5' < 10'	D7	20.5' < 8'	D7
9' < 15'	E5	7' < 10'	C3.5	9' < 15'	E5	10' < 14'	D4.5	10' < 16'	E5	8' < 14'	E5
15' < 25'	F5	10' < 14'	D4.5	25' < 34'	G5	14' < 21'	F5	16' < 25'	F5	14' < 22'	F5
25' < 34'	G5	21' < 29'	F5			21' < 29'	F5				

TABLE 6 - SLAB DESIGNS ROUND STRUCTURES

SLAB DEPTH	SLAB THICKNESS	REIN. SCHEDULE
SIZE: 3'-6" DIAMETER		
2'-15"	6" Precast	B5.5
0.5' < 3'	8"	A6
3'-0" < 4'	8"	C6.5
SIZE: 4'-0" DIAMETER		
≥0.5' < 19"	8"	A6
19' < 30'	8"	B5.5
30' < 40'	8"	C6.5
SIZE: 5'-0" DIAMETER		
≥0.5' < 15"	6"	B5.5
15' < 26'	8"	C6.5
26' < 35'	8"	D7
35' < 40'	8"	D4.5
SIZE: 6'-0" DIAMETER		
≥0.5' < 9"	8"	B5.5
9' < 15'	8"	C6.5
15' < 22'	8"	C3.5
22' < 30'	8"	D4.5
30' < 40'	8"	F5
SIZE: 7'-0" DIAMETER		
≥0.5' < 8"	8"	C3.5
8' < 16'	8"	D4.5
16' < 23'	8"	F5
23' < 27'	8"	E3
27' < 40'	8"	F3.5
SIZE: 8'-0" DIAMETER		
≥0.5' < 10"	8"	D4.5
10' < 16'	8"	F5
16' < 19'	8"	E3
19' < 29'	8"	F3.5
29' < 40'	10"	F5
SIZE: 10'-0" DIAMETER		
≥0.5' < 12"	10"	D4.5
12' < 20'	10"	E5
20' < 28'	10"	F5
28' < 40'	10"	G3.5
SIZE: 12'-0" DIAMETER		
≥0.5' < 8"	10"	D4.5
8' < 13'	10"	E5
13' < 18'	10"	F5
18' < 26'	10"	G3.5
26' < 40'	12"	F5

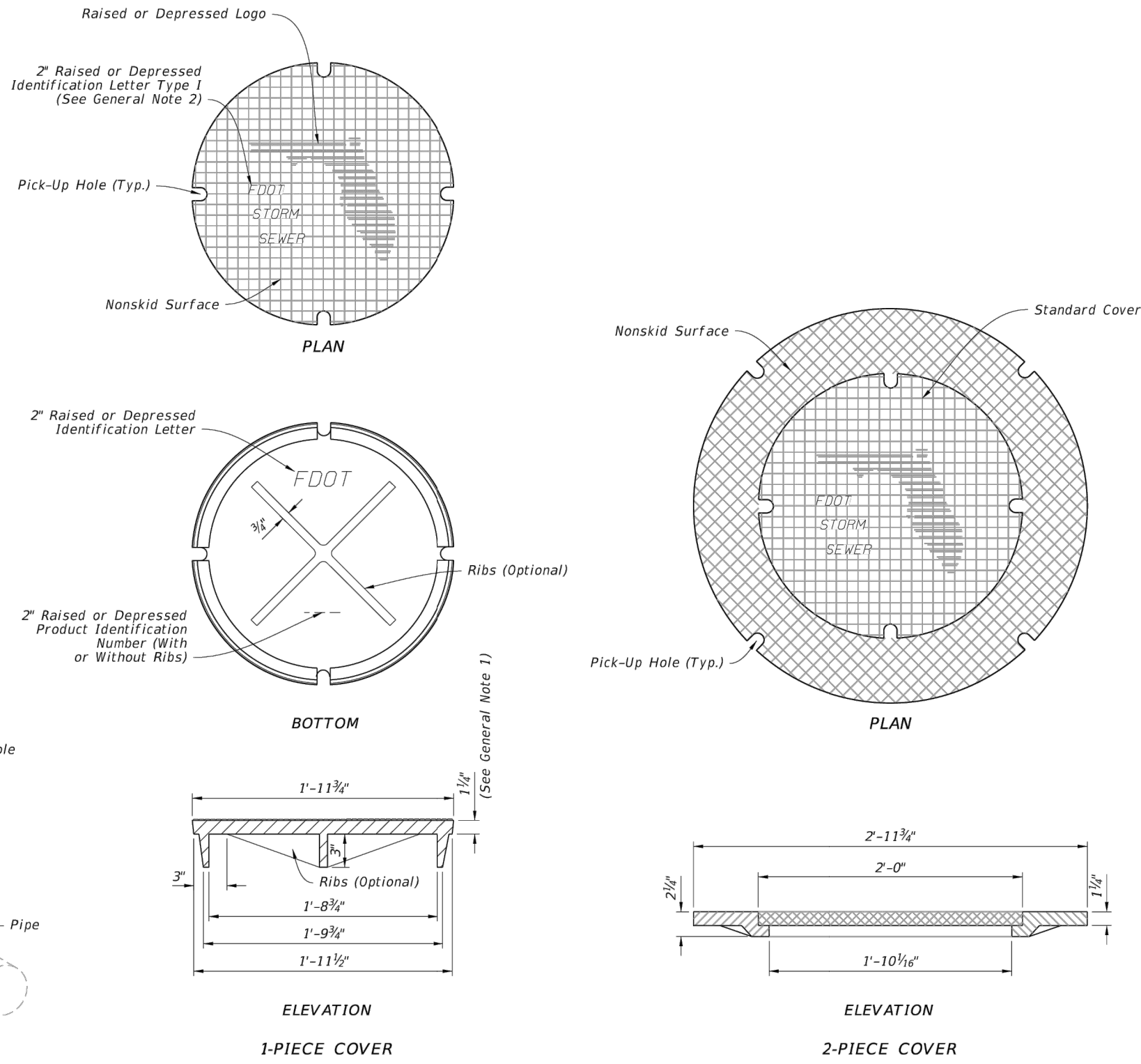
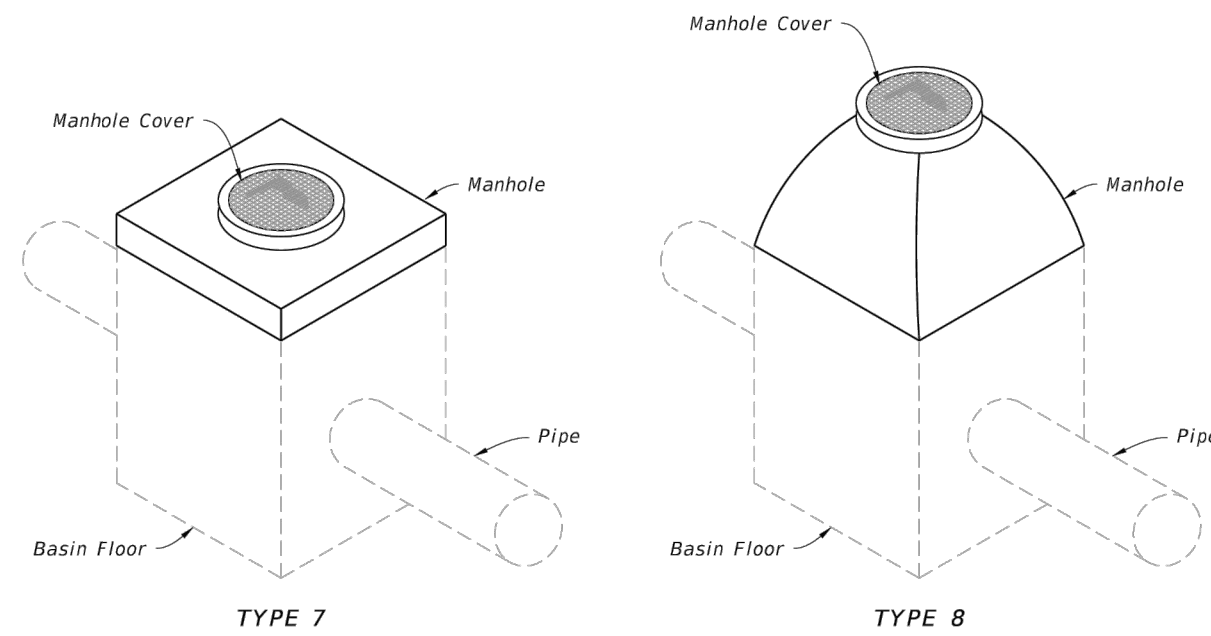
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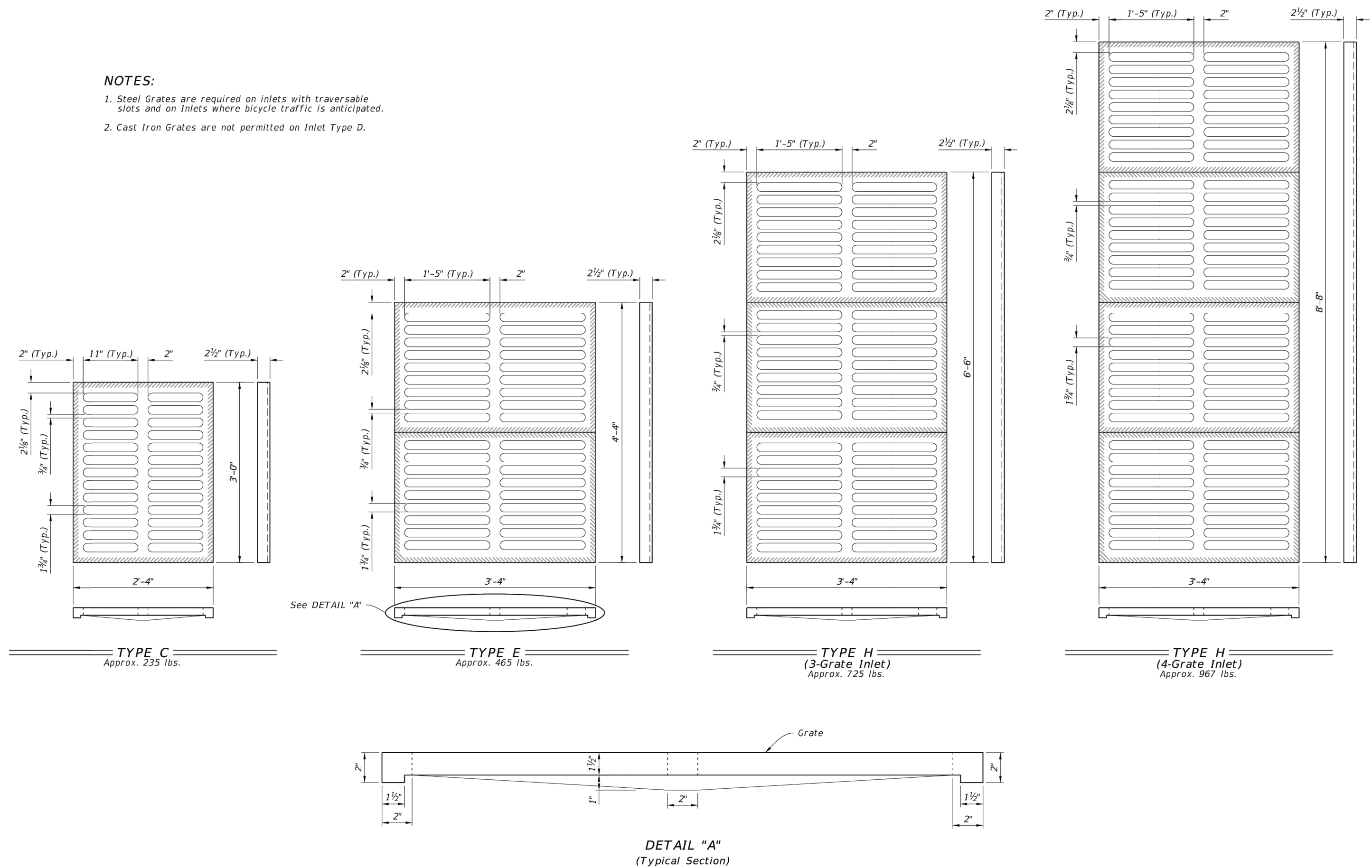
- GENERAL NOTES:**
1. Use a 1-piece cover, unless the 2-piece cover is called for in the Plans, except at inlets and manholes with sump bottoms. Use the 2-piece cover when the sump depth exceeds 2', unless otherwise noted.
 2. Include 'Adjustable' on the cover for Type I manhole adjustable frames.
 3. For square or rectangular precast drainage structures, use either deformed or smooth WWR meeting the requirements of Specification 931. WWR must be continuous around the box and lapped in accordance with Option 1 or 3 as shown in the Wall Reinforcing Splice Details.
 4. Lap splice horizontal steel in the walls of rectangular structures in accordance with Option 1, 2 or 3 as shown in the Wall Reinforcing Splice Details.
 5. Welding of splices and laps is permitted. Use AASHTO M259 requirements and restrictions on welds.
 6. Rebar straight end embedment of peripheral reinforcement may be used in lieu of ACI standard hooks for top and bottom slabs, except when hooks are specifically called for in the Plans.
 7. Precast opening for pipe must be the pipe OD plus 6" ($\pm 2"$ tolerance). Use mortar to seal the pipe into the opening of such a mix that shrinkage will not cause leakage into or out of the structure. Dry-pack mortar may be used to seal openings less than 2½" wide.

TABLE OF CONTENTS:	
Sheet	Description
1	General Notes, Contents, Manhole Top Overview, and Manhole Covers
2	Manhole Frames and Manhole Tops
3	Inlet Locking Grates, Subgrade and Base Temporary Drains, and Pipe to Structure Filter Fabric Wrap
4	Drainage Structure Invert, Sump Bottom, Wall Reinforcing Splice Details, and Typical Slab to Wall Details
5	Precast Option and Equivalent Reinforcement substitution
6	Construction Joints and Minimum Box Riser Segment Dimensions
7	Skewed Pipe in Rectangular Structures
8	Miscellaneous Pipe Connection Details



LAST REVISION	DESCRIPTION:	FY 2023-24	SUPPLEMENTARY DETAILS	INDEX	SHEET
11/01/20	REVISION	STANDARD PLANS	FOR DRAINAGE STRUCTURES	425-001	1 of 8

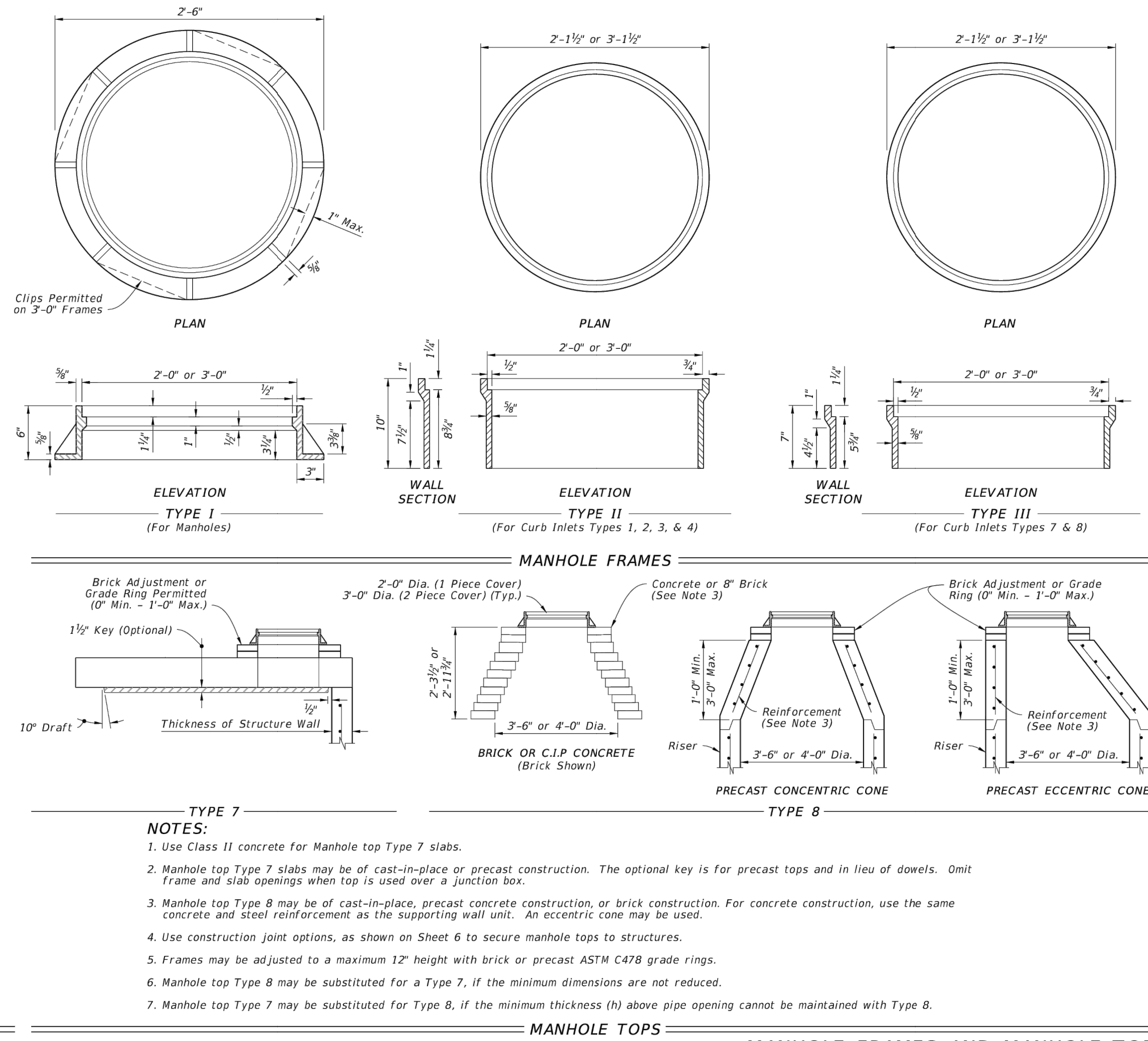
- NOTES:**
1. Steel Grates are required on inlets with traversable slots and on inlets where bicycle traffic is anticipated.
 2. Cast Iron Grates are not permitted on Inlet Type D.



LAST REVISION	DESCRIPTION:	FY 2023-24	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX	SHEET
10/01/20	REVISION	STANDARD PLANS		425-052	7 of 14

TABLE 1 WEIGHT OF CASTINGS (lb)			
Frame Type	2'-0" OPENING		3'-0" OPENING
	Frame	Cover (Std.)	2-Piece Cover
I	155	190	220
II	145	190	255
III	90	190	180
			190
			220
			410

NOTE:
Frame Type I in Table 1, includes Adjustable frames.



LAST REVISION	DESCRIPTION:	FY 2023-24	SUPPLEMENTARY DETAILS	INDEX	SHEET
11/01/20	REVISION	STANDARD PLANS	FOR DRAINAGE STRUCTURES	425-001	2 of 8

CAST IRON GRATE DETAILS

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.922.4151
WWW.TRANSYSTEMS.COM

LUGGERS BACKUP, LLC
599 ISLAND DRIVE
DETAILS

FLORIDA

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

ALBERT P. CARRIER, P.E. 53990

WORK ORDER NO. P314230079
DATE: JULY 09, 2024
SCALE: 1" = 10'
SHEET NO. 8 OF 8

PROJECT NARRATIVE

Luggers Backup, LLC

599 Island Drive, Tarpon Springs, Florida 34689

City of Tarpon Springs Project #23.156

INTRODUCTION:

This project is located at 599 Island Drive, Tarpon Springs, FL. The Pinellas County Parcel ID Number (PIN) is 12-27-15-53352-005-0060. This project proposes improvements to an existing, developed site. The Pinellas County Property Appraiser website currently indicates the Property Use as "0110 Single Family Home" however, this is incorrect. The subject property has been used as "commercial, marina/fishing" for the past 25+ years. Discussions with the City of Tarpon Springs and Pinellas County are ongoing to get this resolved. The subject property is currently used by fishing vessels to unload fish that is eventually distributed to local restaurants and fish markets. The existing single-family residential home on the property is vacant, the interior has been gutted, and is not currently being used. The subject property has an existing driveway curb cut and parking area that is a mixture of dirt, compacted sand, compacted gravel, and asphalt sections.

PROJECT DESCRIPTION:

Site improvements include constructing a new pole barn, four (4) shipping containers, converting the existing building to storage/office with one (1) restroom. The building will primarily be used for processing incoming fish shipping orders, storage of boxes and shipping materials. A concrete ADA parking space, concrete driveway apron, concrete loading zone, gravel access drive and parking area, concrete sidewalk and walkways, concrete valley gutter along Island Drive, dumpster enclosure, bike rack, and small stormwater management system will be added to the site. The only part of the proposed pole barn that will be touching the ground are the poles, the pole barn will not have sides (i.e., open air structure). The pole barn will be used primarily as a work area for fish taken off the boat, put in boxes, ice added, then shipped. A 10-foot-wide section of the property frontage along Island Drive (from the existing edge of the existing Island Drive asphalt to the proposed 2-foot-wide valley gutter) will also be 8-inch-thick concrete so the delivery trucks can completely pull off Island Drive for loading/unloading supplies and fish. Adding the additional concrete "driveway/pull-off area" will allow delivery trucks to pull off Island Drive while loading/unloading leaving Island Drive open so the delivery trucks do not block or impede traffic. A 6-foot-high privacy fence will be installed along the south/southeast property line, adjacent to the residential property. Signage is not proposed. Site lighting is not proposed as the site will primarily be operational during daylight hours.

During one of the Technical Review Committee (TRC) meetings, one of the city reviewers mentioned the existing seawall at the northwest property corner is in bad shape and asked if it can be repaired. The property owner proactively secured dock and dredge permits to reconstruct the seawall at the northwest property corner and dredge the sediment build-up in this area. The City of Tarpon Springs has approved the dock permit application while Pinellas County Water & Navigation and FDEP permit approvals are currently under review. The property owner will be improving the seawall area and dredging as soon as the required permits are approved for construction.

FEMA, STORMWATER MANAGEMENT, AND EROSION CONTROL:

This project located is in FEMA Flood Zone AE (10'). A SWFWMD-ERP Exemption will be sought for stormwater management. The site will be graded so stormwater is directed to a new storm water drainage

inlet located in the proposed parking area. The storm drainage inlet will drain to the Anclote River via a 15" reinforced concrete pipe (RCP) that will outfall at the existing seawall. The parking area will be #57 stone, washed, and compacted to ensure rock will not get into the stormwater drainage inlet. The proposed stormwater outfall control structure will be a PreCast FDOT 4' x 8' Type J Box with manhole cover, cast iron grate, an internal Skimmer to prevent any rocks that happen to get inside the structure from getting into the storm pipe and outfall to the river.

Erosion control will consist of silt fence around the perimeter of the property, sediment trap and filter fabric on the exiting stormwater drainage inlet located at the northeast property corner (off Island Drive), a temporary erosion control gravel interceptor berm at the construction entrance, and daily sweeping of the adjacent impervious areas to prevent offsite tracking of debris. All erosion control devices will be installed prior to construction commencing and will be maintained throughout construction. Erosion control infrastructure and contractor notes are shown on Plan Sheet 2, Existing Conditions, Demo, and Erosion Control Plan.

BUSINESS OPERATION AND TRAFFIC FLOW:

The project site will be used for the loading and unloading of commercial fishing vessels, packaging fresh domestic fish, and shipping all over the United States. The owner currently provides multiple businesses within the City of Tarpon Springs sponge docks with fresh fish once to twice weekly. The majority of the fish caught/shipped from this location will remain local. This business will have a positive impact on the City of Tarpon Springs by supplying the local fish markets and restaurants with fish that is enjoyed by City of Tarpon Springs residents and tourists, add employment opportunities, and supports the local fishing community.

When a fisher decides to go harvest fresh domestic fish, he must provision his vessel with supplies. The fisher will pull into the unload/ice slip at the dock. The ice machine will be on the north side of the building, on top of the repurposed shipping container used to hold freshly caught fish. Ice will be put into the vessels ice hold area via an auger hose. Bait will come from the south recycled shipping container via a forklift and placed on the dock so while they are icing, they can put the bait into the vessel.

Once a fishing vessel is provisioned, the boat will leave the facility and head offshore to catch fresh domestic fish. Once the fishing vessel has completed their trip, the vessel will return to the facility for the fish to be unloaded. Fresh fish will be unloaded into vats and cartons based on the day's orders. The orders will be placed in the chilled repurposed shipping container, waiting for the refrigerated trucking companies' arrival.

The trucking company will pull up in front of 599 Island Drive where they will be loaded with fresh domestic fish from Tarpon Springs. A forklift is used to load the vats and cartons of fish into the refrigerated truck. The trucks utilized for shipping the fish will be no larger than the size of trucks currently operating in the subject area for the local businesses (i.e. Lockharts Seafood, Pelican Point Seafood, and Rusty Bellies Waterfront Grill, etc.) including the city delivery "box" trucks and small tractor trailer type trucks. The traffic pattern will remain the same as current deliveries are made. Trucks will travel to the subject property from the north or south on Island drive, eventually getting back to the round-about at Island Drive and Dodecanese Boulevard, then to N. Pinellas Ave. (US-19 ALT). USPS, UPS, Amazon, and other delivery trucks will continue to stop at Lockharts Seafood, Pelican Point Seafood, Rusty Bellies Waterfront Grill with the Luggers Backup LLC business added to the existing delivery route. Shipping will include two (2) to three (3) truck stops once or twice weekly, depending on the number of fish caught.

The business owner has two (2) employees that will park in the parking spaces on the subject property. The business will NOT have a retail market. The existing building onsite is currently gutted and will be updated to include a small office, an ADA accessible restroom, and storage area. The business will NOT be open to the public. Business activities will primarily take place between 7:00 AM and 3:00 PM.

The adjacent property owners have been informed of the proposed site improvements. Both neighbors seem to be positive and supportive of the project.

PROJECT AND DRAINAGE NARRATIVE

LUGGERS BACKUP, LLC
TARPON SPRINGS, FL

PRESENTED TO:
CITY OF TARPON SPRINGS

FROM:

TRANSYSTEMS
565 S. HERCULES AVE
CLEARWATER, FL 33764

THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY ALBERT P. CARRIER, P.E.
ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.



Digitally signed
by Albert P Carrier
Date: 2024.05.06
09:03:15 -04'00'

ALBERT P. CARRIER, P.E., #53990
MARCH 2024

LUGGERS BACKUP, LLC

PROJECT AND DRAINAGE NARRATIVE

1.0 PROJECT SUMMARY & EXISTING CONDITIONS

This project is located at 599 Island Drive, Tarpon Springs, FL. The PIN is 12-27-15-53352-005-0060. This project provides improvements to an existing developed site. A pole barn will be constructed, and four shipping containers will be added to the site. Additionally, paved parking, gravel parking, and a small stormwater management system will be added to the site.

This project is located in FEMA Flood Zone AE (10'). An exemption from ERP permitting will be sought.

The Pre-Development Basin Map depicts the site in its existing condition. Pre-Basin 1 drains to the rear of the site and into the Anclote River. The river is tidally influenced. Pre-Basin 2 drains towards the Island Drive right-of-way where it enters the City of Tarpon Springs stormwater management system.

2.0 PROPOSED CONDITIONS

Site improvements for this project include a pole barn with concrete floor, additional concrete pavement for ADA parking and pedestrian use, the addition of four shipping containers to the site, and a crushed stone parking and drive area which will be utilized for treatment. Consistent with other pervious pavement sections, the crushed concrete reservoir will be protected from intrusion by in-situ soils by utilizing a permeable geofabric. Additionally, an impervious barrier will surround the reservoir either by using a 16" deep curb or providing a 16" turndown on the edges of the slabs that face the reservoir.

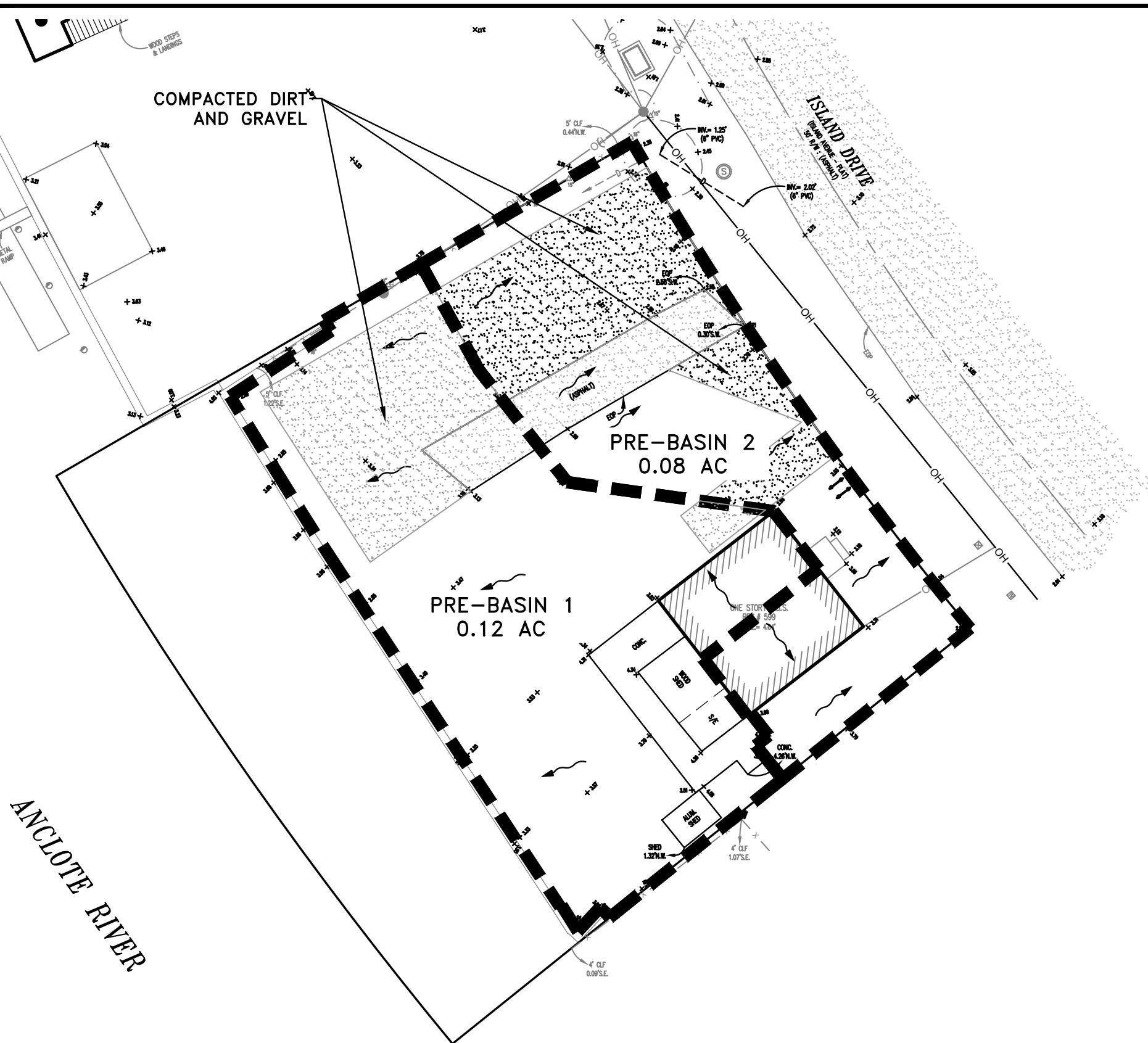
The site is adjacent to a tidally influenced waterbody, therefore no attenuation will be required. ½" depth runoff over the area of the entire site must be retained to provide treatment. This is accomplished by providing a 6" depth reservoir of #57 crushed concrete. As shown on the Basin Summary and Treatment Table, the site requires 355 CF of runoff retention. The volume provided in the void space of the stone bed is 400 CF. The proposed pole barn will have runoff directed into the reservoir via roof gutter and downspouts.

Retained volume must be able to infiltrate within 72 hours. The attached Modret calculations show that the volume recovers well within the 72-hour limit. Because the calculations relied on published NRCS data, the listed infiltration rates were cut in half. This introduces a safety factor of 2 in addition to the safety factor of 2 already used by the software. Additionally, to correctly model the imperviousness of the reservoir boundaries, the top, bottom, left, and right of the reservoir was marked as impervious down to the invert of the proposed curbs/slab turndowns.

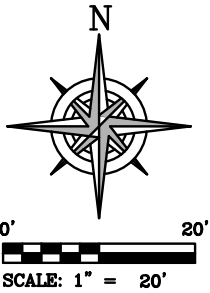
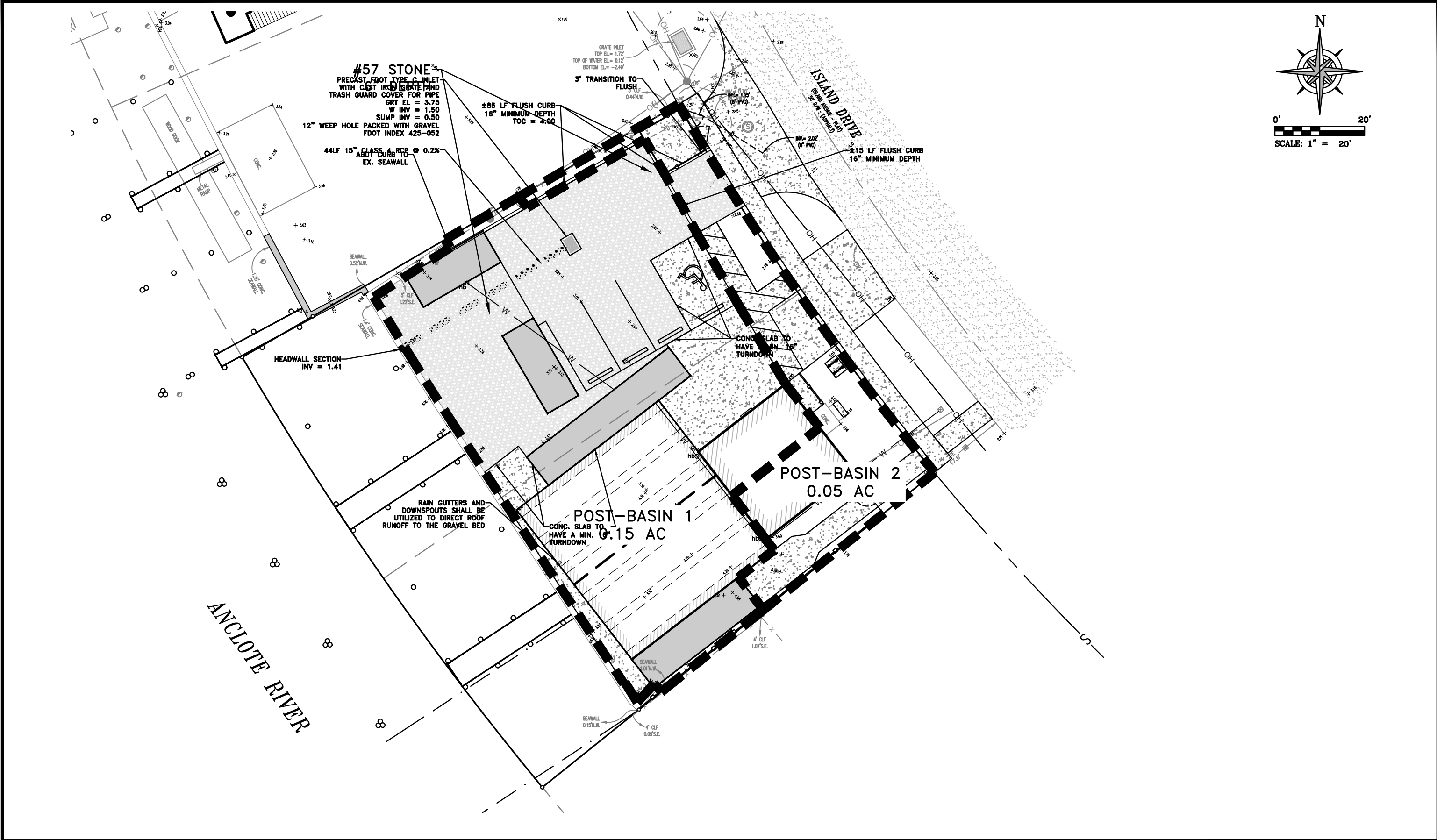
A geotechnical investigation was not performed for this site. NRCS soil data was utilized to find the SHWT, confining layer, and infiltration rate. The report is attached to this narrative.

4.0 SUMMARY

- Water quality requirement is achieved by retaining and infiltrating ½" depth runoff over the area of the site.
- No attenuation is required.
- Water quality volume recovers in less than 72 hours
- Erosion control measures will be in place prior to any construction



Mar 26, 2024 - 10:18am X:\2023\314230079 - 607 Island Drive - Dock\Engineering\Acad\314230079-SP.dwg



DESIGN:		TRANSYSTEMS 565 SOUTH HERCULES AVENUE, CLEARWATER, FL 33764 PHONE 727.822.4151 WWW.TRANSYSTEMS.COM	EXISTING CONDITIONS, AS DEPICTED, WERE TAKEN FROM A BOUNDARY SURVEY PREPARED BY GEORGE A. SHIMP II & ASSOCIATES, INCORPORATED, LB #1834. DATE OF FIELD SURVEY: 4-14-2023.	LUGGER'S BACKUP, LLC POST-DEVELOPMENT BASIN MAP TARPON SPRINGSFLORIDA	WORK ORDER	314230079
DRAWN:					DATE:	3/22/2024
CHECK:					SCALE:	1" = 20"
SHEET NO. 2 OF 2						

BASIN SUMMARY & TREATMENT TABLE

PRE DEVELOPMENT SUB BASINS

	PRE-BASIN 1			PRE-BASIN 2			TOTAL		
	DRAINS TO INTERCOASTAL			DRAINS TO ISLAND DRIVE ROW					
	Basin Area (SF)	Basin Area (Acres)	C	Basin Area (SF)	Basin Area (Acres)	C	Basin Area (SF)	Basin Area (Acres)	C
Non-DCIA Area									
Pervious (Typ B Soil)	3,057	0.07	0.20	1,552	0.04	0.20	4,609	0.11	0.20
Impervious	953	0.02	0.95	696	0.02	0.95	1,649	0.04	0.95
compacted dirt/gravel	1,024	0.02	0.75	1,248	0.03	0.75	2,272	0.05	0.75
	--	--	0.84	--	--	0.84	--	--	0.84
	--	--	--	--	--	--	--	--	--
	--	--	--	--	--	--	--	--	--
Total Area (SF) & Weighted C Value	5,034	0.12	0.45	3,496	0.08	0.55	8,530	0.20	0.49

POST DEVELOPMENT BASINS

	POST-BASIN 1			POST-BASIN 2			TOTAL		
	DRAINS TO INTERCOASTAL			DRAINS TO ISLAND DRIVE ROW					
	Basin Area (SF)	Basin Area (Acres)	C	Basin Area (SF)	Basin Area (Acres)	C	Basin Area (SF)	Basin Area (Acres)	C
Non-DCIA									
Pervious (Typ B Soil)	70	0.00	0.20	744	0.02	0.20	814	0.02	0.20
Impervious	3,852	0.09	0.95	1,129	0.03	0.95	4,981	0.11	0.95
Gravel (pervious)	568	0.01	0.77	167	0.00	0.77	735	0.02	0.77
Gravel (treatment)	2,000	0.05	1.00	--	--	1.00	2,000	0.05	1.00
	--	--				0.00	--		0.00
	--	--		--	--	0.00	--	--	0.00
Total Area (SF) & Weighted CN	6,490	0.15	0.94	2,040	0.05	0.66	8,530	0.20	0.87

Treatment Volume Required x = 0.5
 (x")(Area Sf)(1/12") = **355** CF

Treatment Volume Provided
 Area (SF) 2,000
 x Depth (Ft) **0.50**
 x Void Ratio 0.4

 Volume Provided (CF) **400**

Basin 2 CA Comparison			
Condition	C Value	Area	CA Product
Pre-Dev	0.55	0.08	0.044
Post-Dev	0.66	0.05	0.031
For any duration storm, Post Q will be lower.			

MODRET

SUMMARY OF UNSATURATED & SATURATED INPUT PARAMETERS

PROJECT NAME : Luggers Backup Crushed Concrete Reservoir
POLLUTION VOLUME RUNOFF DATA USED
UNSATURATED ANALYSIS EXCLUDED

Pond Bottom Area	2,000.00 ft ²
Pond Volume between Bottom & DHWL	400.00 ft ³
Pond Length to Width Ratio (L/W)	1.20
Elevation of Effective Aquifer Base	-3.53 ft
Elevation of Seasonal High Groundwater Table	0.54 ft
Elevation of Starting Water Level	3.25 ft
Elevation of Pond Bottom	3.25 ft
Design High Water Level Elevation	3.75 ft
Avg. Effective Storage Coefficient of Soil for Unsaturated Analysis	0.16
Unsaturated Vertical Hydraulic Conductivity	4.13 ft/d
Factor of Safety	2.00
Saturated Horizontal Hydraulic Conductivity	8.26 ft/d
Avg. Effective Storage Coefficient of Soil for Saturated Analysis	0.18
Avg. Effective Storage Coefficient of Pond/Exfiltration Trench	1.00

Hydraulic Control Features:

Groundwater Control Features - Y/N

	Top	Bottom	Left	Right
Distance to Edge of Pond	N 0.00	N 0.00	N 0.00	N 0.00
Elevation of Water Level	0.00	0.00	0.00	0.00

Impervious Barrier - Y/N

	Top	Bottom	Left	Right
Elevation of Barrier Bottom	Y 2.67	Y 2.67	Y 2.67	Y 2.67

MODRET

TIME - RUNOFF INPUT DATA

PROJECT NAME: LUGGERS BACKUP CRUSHED CONCRETE RESERVOI

STRESS PERIOD NUMBER	INCREMENT OF TIME (hrs)	VOLUME OF RUNOFF (ft³)
Unsat	0.00	0.00
1	1.00	400.00
2	0.67	0.00
3	0.67	0.00
4	0.67	0.00
5	0.67	0.00
6	0.67	0.00
7	0.67	0.00
8	0.67	0.00
9	0.67	0.00
10	0.67	0.00
11	0.67	0.00
12	0.67	0.00
13	0.67	0.00
14	0.67	0.00
15	0.67	0.00
16	0.67	0.00
17	0.67	0.00
18	0.67	0.00
19	0.67	0.00
20	0.67	0.00
21	0.67	0.00
22	0.67	0.00
23	0.67	0.00
24	0.67	0.00
25	0.67	0.00
26	0.67	0.00
27	0.67	0.00
28	0.67	0.00
29	0.67	0.00
30	0.67	0.00

MODRET

SUMMARY OF RESULTS

PROJECT NAME : Luggers Backup Crushed Concrete Reservoir

CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft³)
00.00 - 0.00	0.540	0.000 *		
			0.00000	
0.00	0.540	0.01912		
			0.01912	
1.00	3.664	0.01912		0.00
			0.01912	
1.67	3.607	0.01912		0.00
			0.01912	
2.33	3.549	0.01912		0.00
			0.01912	
3.00	3.492	0.01912		0.00
			0.01912	
3.67	3.435	0.01912		0.00
			0.01912	
4.33	3.377	0.01912		0.00
			0.01912	
5.00	3.320	0.01670		0.00
			0.01428	
5.67	3.277	0.01311		0.00
			0.01195	
6.17	3.250	0.01159		0.00
			0.01123	
7.00	3.207	0.01091		0.00
			0.01060	
7.67	3.176	0.01033		0.00
			0.01006	
8.33	3.145	0.00982		0.00
			0.00958	
9.00	3.117	0.00937		0.00

MODRET

SUMMARY OF RESULTS

PROJECT NAME : Luggers Backup Crushed Concrete Reservoir

CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft ³)
			0.00916	
9.67	3.089	0.00897		0.00
			0.00878	
10.33	3.063	0.00861		0.00
			0.00843	
11.00	3.038	0.00828		0.00
			0.00812	
11.67	3.013	0.00798		0.00
			0.00784	
12.33	2.990	0.00771		0.00
			0.00758	
13.00	2.967	0.00746		0.00
			0.00734	
13.67	2.945	0.00722		0.00
			0.00711	
14.33	2.924	0.00701		0.00
			0.00690	
15.00	2.903	0.00681		0.00
			0.00671	
15.67	2.883	0.00662		0.00
			0.00653	
16.33	2.863	0.00644		0.00
			0.00635	
17.00	2.844	0.00627		0.00
			0.00619	
17.67	2.826	0.00612		0.00
			0.00604	
18.33	2.807	0.00597		0.00

MODRET

SUMMARY OF RESULTS

PROJECT NAME : Luggers Backup Crushed Concrete Reservoir

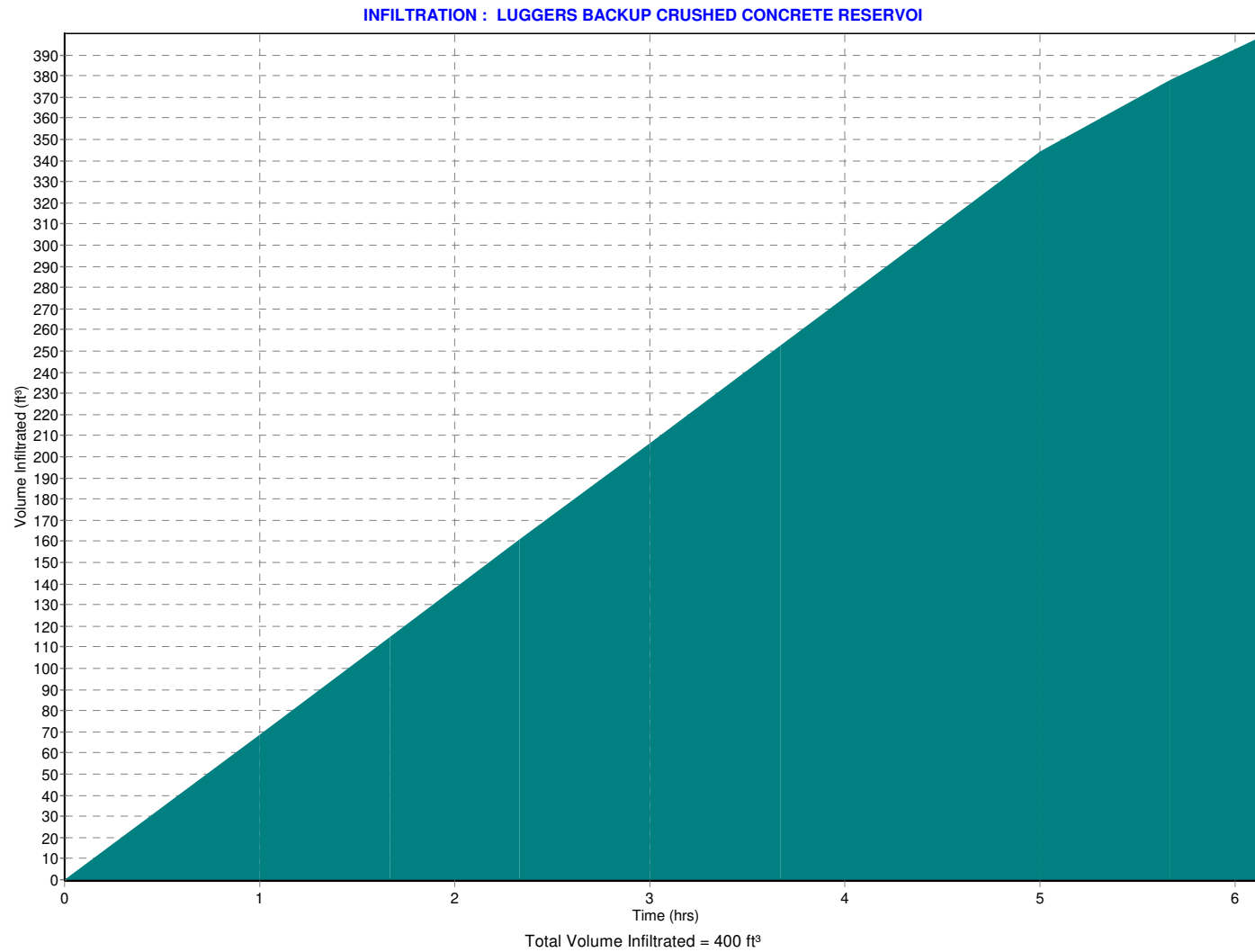
CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft ³)
			0.00590	
19.00	2.790	0.00583		0.00
			0.00576	
19.67	2.772	0.00569		0.00
			0.00563	
20.33	2.756	0.00557		0.00
			0.00550	
21.00	2.739	0.00544		0.00
			0.00539	
21.67	2.723	0.00533		0.00
			0.00527	
22.33	2.707	0.00522		0.00
			0.00516	
23.00	2.692	0.00511		0.00
			0.00506	
23.67	2.676	0.00501		0.00
			0.00496	
24.33	2.662	0.00491		0.00
			0.00487	
25.00	2.647	0.00482		0.00
			0.00478	
25.67	2.633	0.00473		0.00
			0.00469	
26.33	2.619	0.00464		0.00
			0.00460	
27.00	2.605			0.00

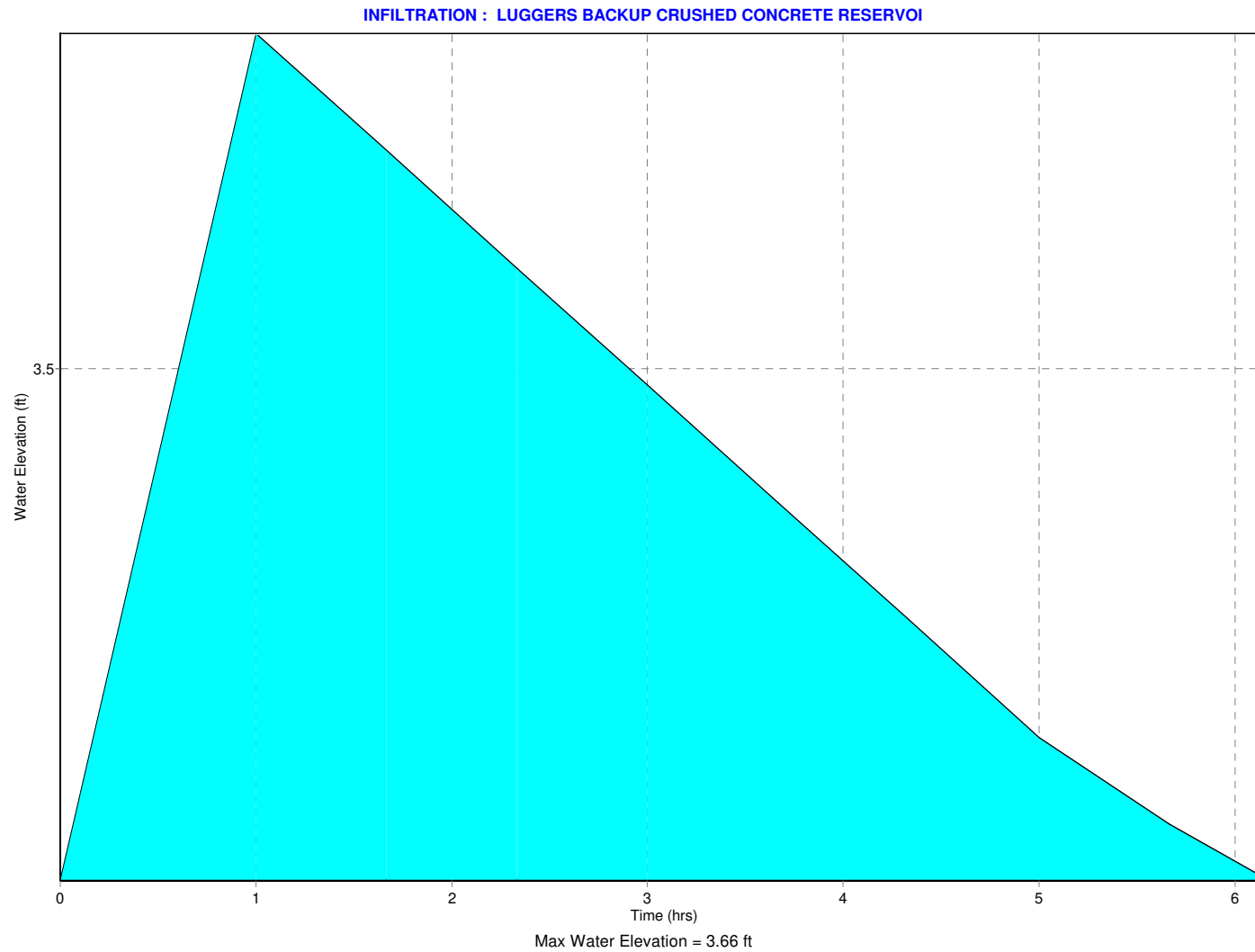
Maximum Water Elevation: 3.664 feet @ 1.00 hours

Recovery @ 6.168 hours

* Time increment when there is no runoff

Maximum Infiltration Rate: 2.065 ft/day





APPENDIX

The following report is a custom soils report from The USDA Web Soil Survey located at web address:
<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>.

The following report is published by the National Cooperative Soil Survey, a joint effort of the USDA and other federal agencies. It is not endorsed under the seal of the engineer of record for this report but is provided for informational purposes. Independent investigation of the metrics reported herein can be begin by following the link.



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Pinellas County, Florida



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pinellas County, Florida
Survey Area Data: Version 20, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
16	Matlacha and St. Augustine soils and Urban land	0.2	99.8%
99	Water	0.0	0.2%
Totals for Area of Interest		0.2	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Pinellas County, Florida

16—Matlacha and St. Augustine soils and Urban land

Map Unit Setting

National map unit symbol: 134ch
Elevation: 0 to 80 feet
Mean annual precipitation: 48 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 335 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Matlacha and similar soils: 33 percent
St. augustine and similar soils: 32 percent
Urban land: 31 percent
Minor components: 4 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Matlacha

Setting

Landform: Ridges on marine terraces
Landform position (three-dimensional): Interfluve, rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy mine spoil or earthy fill

Typical profile

C - 0 to 42 inches: sand
A/Eb - 42 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: B
Forage suitability group: Forage suitability group not assigned (G154XB999FL)
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: No

Description of St. Augustine

Setting

Landform: Ridges on marine terraces, rises on marine terraces

Landform position (three-dimensional): Interfluve, rise

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy mine spoil or earthy fill

Typical profile

A - 0 to 8 inches: sand

C1 - 8 to 33 inches: loamy fine sand

C2 - 33 to 48 inches: fine sand

C3 - 48 to 63 inches: sandy loam

C4 - 63 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat poorly drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High to very high (2.00 to 20.00 in/hr)

Depth to water table: About 18 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: A

Forage suitability group: Forage suitability group not assigned (G154XB999FL)

Other vegetative classification: Forage suitability group not assigned (G154XB999FL)

Hydric soil rating: No

Description of Urban Land

Setting

Landform: Marine terraces

Landform position (three-dimensional): Interfluve, tal

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: No parent material

Interpretive groups

Land capability classification (irrigated): None specified

Forage suitability group: Forage suitability group not assigned (G154XB999FL)

Other vegetative classification: Forage suitability group not assigned (G154XB999FL)

Hydric soil rating: Unranked

Minor Components

Kesson

Percent of map unit: 2 percent
Landform: Tidal marshes on marine terraces
Landform position (three-dimensional): Interfluvium, talus
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: Yes

Wulfert

Percent of map unit: 2 percent
Landform: Tidal marshes on marine terraces
Landform position (three-dimensional): Talus
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: Yes

99—Water

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G154XB999FL)
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: Unranked

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Physical Properties

Soil Physical Properties are measured or inferred from direct observations in the field or laboratory. Examples of soil physical properties include percent clay, organic matter, saturated hydraulic conductivity, available water capacity, and bulk density.

Saturated Hydraulic Conductivity (Ksat), Standard Classes

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity is considered in the design of soil drainage systems and septic tank absorption fields.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

The numeric Ksat values have been grouped according to standard Ksat class limits. The classes are:

Very low: 0.00 to 0.01

Low: 0.01 to 0.1

Custom Soil Resource Report

Moderately low: 0.1 to 1.0

Moderately high: 1 to 10

High: 10 to 100

Very high: 100 to 705

Custom Soil Resource Report
Map—Saturated Hydraulic Conductivity (Ksat), Standard Classes



MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

-  Very Low (0.0 - 0.01)
-  Low (0.01 - 0.1)
-  Moderately Low (0.1 - 1)
-  Moderately High (1 - 10)
-  High (10 - 100)
-  Very High (100 - 705)
-  Not rated or not available

Soil Rating Lines

-  Very Low (0.0 - 0.01)
-  Low (0.01 - 0.1)
-  Moderately Low (0.1 - 1)
-  Moderately High (1 - 10)
-  High (10 - 100)
-  Very High (100 - 705)
-  Not rated or not available

Soil Rating Points

-  Very Low (0.0 - 0.01)
-  Low (0.01 - 0.1)
-  Moderately Low (0.1 - 1)
-  Moderately High (1 - 10)
-  High (10 - 100)
-  Very High (100 - 705)

 Not rated or not available
Water Features
 Streams and Canals
Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pinellas County, Florida
Survey Area Data: Version 20, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Saturated Hydraulic Conductivity (Ksat), Standard Classes

Map unit symbol	Map unit name	Rating (micrometers per second)	Acres in AOI	Percent of AOI
16	Matlacha and St. Augustine soils and Urban land	58.2660	0.2	99.8%
99	Water		0.0	0.2%
Totals for Area of Interest			0.2	100.0%

Rating Options—Saturated Hydraulic Conductivity (Ksat), Standard Classes

Units of Measure: micrometers per second

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Fastest

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

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Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Custom Soil Resource Report
Map—Hydrologic Soil Group



MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features
 Streams and Canals
Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

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 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

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The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
16	Matlacha and St. Augustine soils and Urban land	B	0.2	99.8%
99	Water		0.0	0.2%
Totals for Area of Interest			0.2	100.0%

Rating Options—Hydrologic Soil Group

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Depth to Any Soil Restrictive Layer

A "restrictive layer" is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers.

This theme presents the depth to any type of restrictive layer that is described for each map unit. If more than one type of restrictive layer is described for an individual soil type, the depth to the shallowest one is presented. If no restrictive layer is described in a map unit, it is represented by the "greater than 200" depth class.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Custom Soil Resource Report Map—Depth to Any Soil Restrictive Layer



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 0 - 25
 25 - 50
 50 - 100
 100 - 150
 150 - 200
 > 200
 Not rated or not available

Soil Rating Lines

 0 - 25
 25 - 50
 50 - 100
 100 - 150
 150 - 200
 > 200
 Not rated or not available

Soil Rating Points

 0 - 25
 25 - 50
 50 - 100
 100 - 150
 150 - 200
 > 200

 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pinellas County, Florida
 Survey Area Data: Version 20, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Depth to Any Soil Restrictive Layer

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
16	Matlacha and St. Augustine soils and Urban land	>200	0.2	99.8%
99	Water	>200	0.0	0.2%
Totals for Area of Interest			0.2	100.0%

Rating Options—Depth to Any Soil Restrictive Layer

Units of Measure: centimeters

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Interpret Nulls as Zero: No

Water Features

Water Features include ponding frequency, flooding frequency, and depth to water table.

Depth to Water Table

"Water table" refers to a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Custom Soil Resource Report
Map—Depth to Water Table



MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

Soil Rating Lines

-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

Soil Rating Points

-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200

 Not rated or not available
Water Features
 Streams and Canals
Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pinellas County, Florida
Survey Area Data: Version 20, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Depth to Water Table

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
16	Matlacha and St. Augustine soils and Urban land	76	0.2	99.8%
99	Water	>200	0.0	0.2%
Totals for Area of Interest			0.2	100.0%

Rating Options—Depth to Water Table

Units of Measure: centimeters

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Interpret Nulls as Zero: No

Beginning Month: January

Ending Month: December

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
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United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

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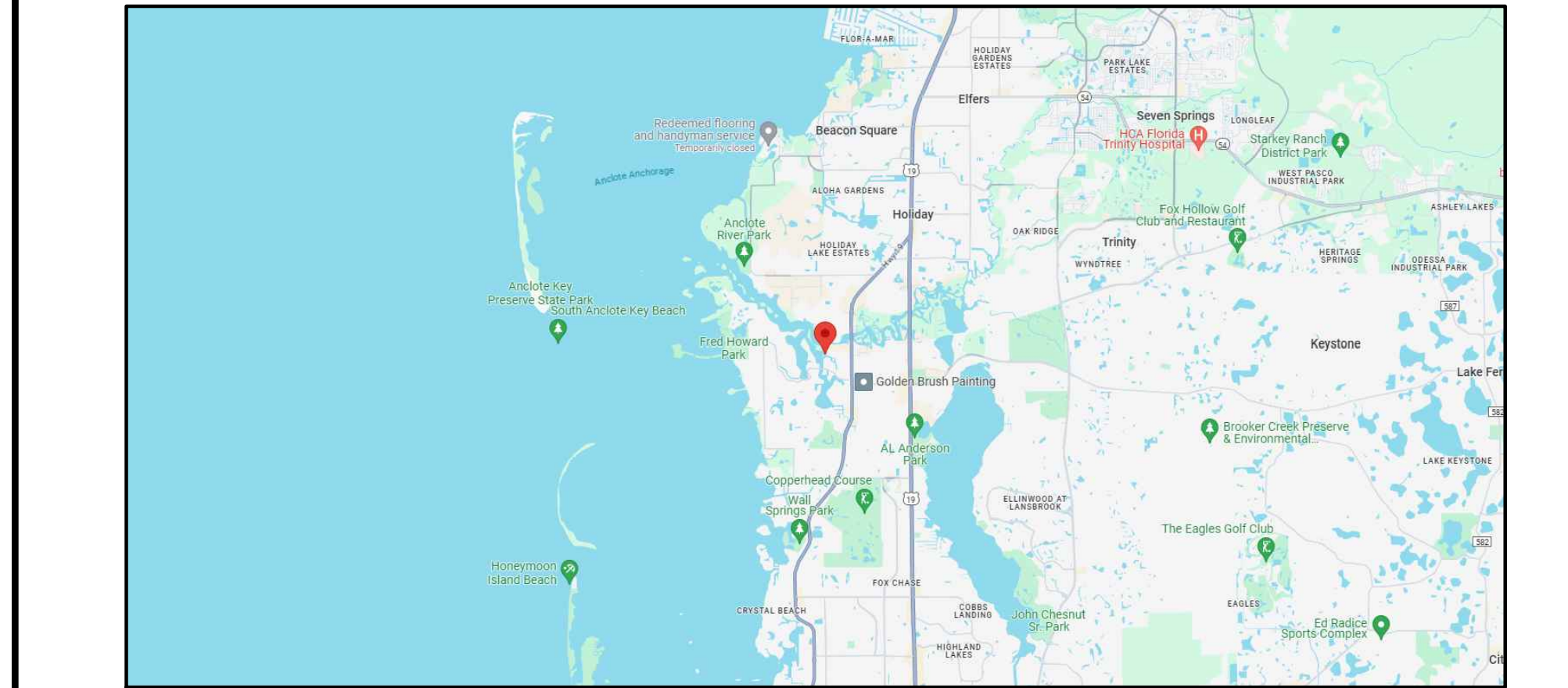
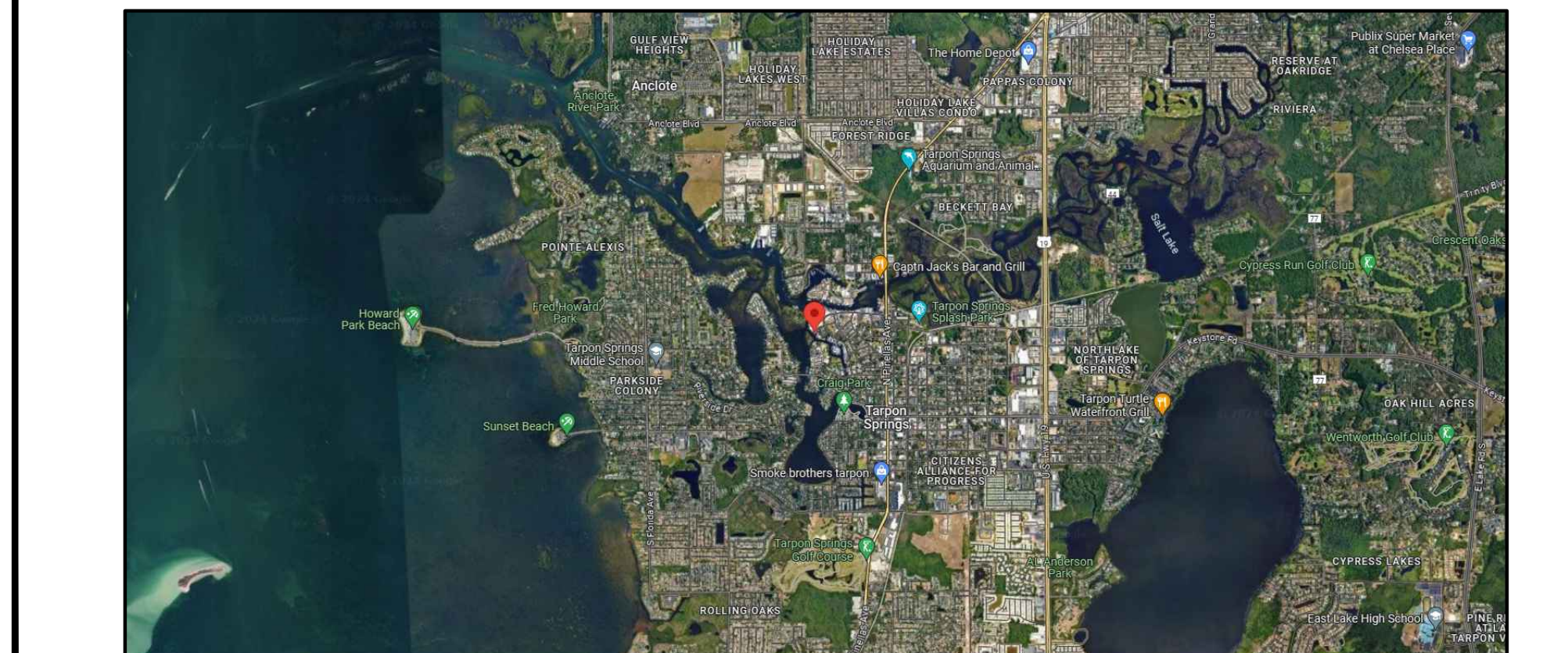
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WILD SEAFOOD CO.

607 ISLAND DRIVE,
TARPON SPRINGS, FL.

WILD SEAFOOD CO.

607 ISLAND DRIVE,
TARPON SPRINGS, FL.

[illegible] PROJECT LOCATOR MAP PROJECT LOCATOR MAP

BASIC WIND SPEED:	150 M.P.H.
BUILDING CATEGORY:	I
WIND LOAD IMPORTANCE FACTOR:	(1)
ENCLOSURE CLASSIFICATION:	ENCLOSED
EXPOSURE CATEGORY:	'C'
INTERNAL PRESSURE COEFFICIENT:	.18
WIND BORN DEBRIS ZONE:	YES
PROTECTION:	IMPACT

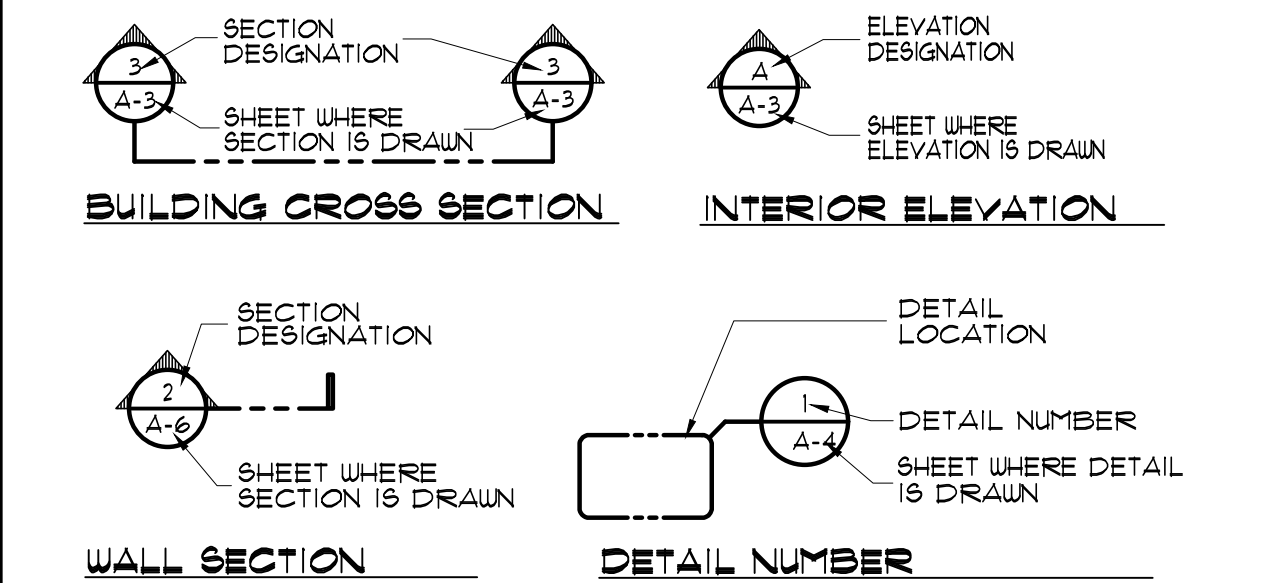
ABBREVIATIONS

ADA	AMERICANS WITH DISABILITIES ACT
AFF	ABOVE FINISH FLOOR
B.O.	BOTTOM OF
BLDG. DEPT.	BUILDING DEPARTMENT
CLG.	CEILING
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC.	CONCRETE
CONT.	CONTINUOUS
DTL	DETAIL
DEMOL.	DEMOLITION/DEMOLISH
DWG	DRAWING
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EXT.	EXTERIOR
EXIST.	EXISTING
I.B.C.	INTERNATIONAL BUILDING CODE
F.S.	FLOOR SLAB
GALV.	GALVANIZED
G.C.	GENERAL CONTRACTOR
GYP. BD.	GYPSUM BOARD
H.C.	HANDICAP OR HOLLOW CORE
HT.	HEIGHT
INFO.	INFORMATION
INT.	INTERIOR
MAX.	MAXIMUM
MECH.	MECHANICAL
MANUF.	MANUFACTURER
MISC.	MISCELLANEOUS
MIN.	MINIMUM
MTL.	METAL
N/A	NOT APPLICABLE
NIC	NOT IN CONTRACT
O.C.	ON CENTER
P.	PRESSURE TREATED
REF.	REFERENCE
REINF.	REINFORCING
S.C.	SOLID CORE
SCHED.	SCHEDULE
S.F.	SQUARE FEET
SHT.	SHEET
SIM.	SIMILAR
SPEC.'S	SPECIFICATIONS
STRUCT.	STRUCTURAL
T.B.D.	TO BE DETERMINED
T.O.	TOP OF
T.O.M.	TOP OF MASONRY
TYP.	TYPICAL
UNO.	UNLESS NOTED OTHERWISE
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
WD.	WOOD

CONTRACTOR NOTES

1. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL MANUFACTURER'S SPECIFICATIONS, GUIDELINES, AND RECOMMENDATIONS; AS WELL AS ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES INCLUDING BUT NOT LIMITED TO:
 - * NFPA 70 LIFE SAFETY CODE (2021)
 - * FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (2023)
 - * FLORIDA BUILDING CODE (2023)
2. CLAIMS FOR CONSEQUENTIAL DAMAGES, THE ARCHITECT AND THE OWNER WAIVE CONSEQUENTIAL DAMAGES FOR CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS PROJECT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL CONSEQUENTIAL DAMAGES.
3. THE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE TOTAL PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS, EQUIPMENT, AND MACHINERY, TRANSPORTATION, HEAT, WATER, UTILITIES, AND ALL OTHER FACILITIES AND SERVICES REQUIRED FOR THE SAFE AND PROPER EXECUTION AND COMPLETION OF THE WORK.
4. ALL FINAL COLOR AND FINISH SELECTIONS SHALL BE APPROVED, IN WRITING, BY THE TENANT. IN GENERAL, NEW CONSTRUCTION SHALL MATCH EXISTING AND CONTIGUOUS CONSTRUCTION IN COLOR, FINISH, MANUFACTURER, AND INSTALLATION METHOD.
5. GC SHALL FIELD VERIFY KEY DIMENSIONS AND CONDITIONS PRIOR TO ORDERING NEW MATERIALS, FINISHES, EQUIPMENT AND FIXTURES. THESE CONSTRUCTION DOCUMENTS ARE BASED IN LARGE PART, ON TENANT-SUPPLIED CONSTRUCTION DOCUMENTS. THE CONTRACTOR DOES NOT CERTIFY THAT HE DOES NOT REPRESENT THAT HE HAS FIELD-VERIFIED THE RECORD CONSTRUCTION DOCUMENTS AND HE DOES NOT CERTIFY THEIR ACCURACY.
6. NOT ALL AREAS OF THE PROJECT LOCATION WERE AVAILABLE FOR OBSERVATION AND VERIFICATION AT THE TIME THESE CONSTRUCTION DOCUMENTS WERE PREPARED. THEREFORE, THE CONTRACTOR DOES NOT CERTIFY THEIR ACCURACY. THESE CONSTRUCTION DOCUMENTS SHALL NOT BE REFERENCED AS A LEASE EXHIBIT.
7. GENERAL CONTRACTOR REMAINS SOLELY LIABLE AND RESPONSIBLE FOR THE FOLLOWING:
 - VERIFICATION OF ALL EXISTING CONDITIONS, UNIT LOCATIONS AND DIMENSIONS COORDINATING W/ THE TENANT PRIOR TO CONSTRUCTION.
 - IDENTIFICATION AND REMOVAL OF ALL STRUCTURAL AND NON-STRUCTURAL MATERIALS, INCLUDING BUT NOT LIMITED TO ASBESTOS-LADEN MATERIALS, (NOTIFY TENANT BEFORE REMOVAL, IN WRITING, IF ANY HAZARDOUS MATERIALS ARE DISCOVERED).
 - THE VERIFICATION AND MAINTENANCE OF ALL EXISTING SETBACKS, EASEMENTS, AND ANY DEED RESTRICTIONS.
 - THE MAINTENANCE OF THE INTEGRITY OF ANY, AND ALL STAGING, SCAFFOLDING, SHORING, REINFORCING AND FORM WORK.
 - COORDINATION OF WORKING HOURS, DELIVERIES, TRASH REMOVAL, STORAGE, AND ALL OTHER CONDITIONS.
 - ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE INTEGRITY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION.
 - COORDINATION OF ALL ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DETAILS AND DIMENSIONS. ANY DISCREPANCIES BETWEEN SUCH DETAILS AND DIMENSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING W/ THE WORK.
 - ACCESS PANELS WERE REQUIRED AS PER PLANS, SPECIFICATIONS OR INSTRUCTIONS.
 - FINAL CLEAN-UP INCLUDING THE REMOVAL OF ALL DEBRIS LEAVING JOB IN A NEW, EMPTY, CLEAN CONDITION INCLUDING SERVICE AREAS.

DRAWING SYMBOLS



REVISION NUMBER

SCOPE OF WORK

1. EXTERIOR ADDITION OF A SHIPPING CONTAINER USED FOR SOUND MITIGATION AND A DECORATIVE FEATURE
2. THE GENERAL CONTRACTOR SHALL MEET WITH THE PLUMBING, MECHANICAL, ELECTRICAL, AND INSULATION SUB-CONTRACTORS ON-SITE PRIOR TO CONSTRUCTION TO VERIFY ANY/ALL EXISTING UTILITY CONDITIONS PERTAINING TO THIS PROJECT. ANY DISCREPANCIES, FIELD FINDINGS, AND/OR FIELD FINDINGS IN THE FIELD SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO CONSTRUCTION.
3. IF THESE DRAWINGS AND THE FIELD CONDITIONS ARE NOT IN AGREEMENT, THIS CONTRACTOR SHALL NOTIFY THE G.O. AND/OR THE ARCHITECT/ENGINEER BEFORE STARTING ANY WORK. ANY INCONSISTENCIES NEED TO BE CORRECTED BEFORE CONSTRUCTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO THE ARCHITECT FOR CORRECTED DRAWINGS. HE/SHE WILL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION AND/OR FIELD CONDITIONS NOT CORRECTED BY THE ARCHITECT. ANY CHANGES TO CORRECT THE INCONSISTENCIES.

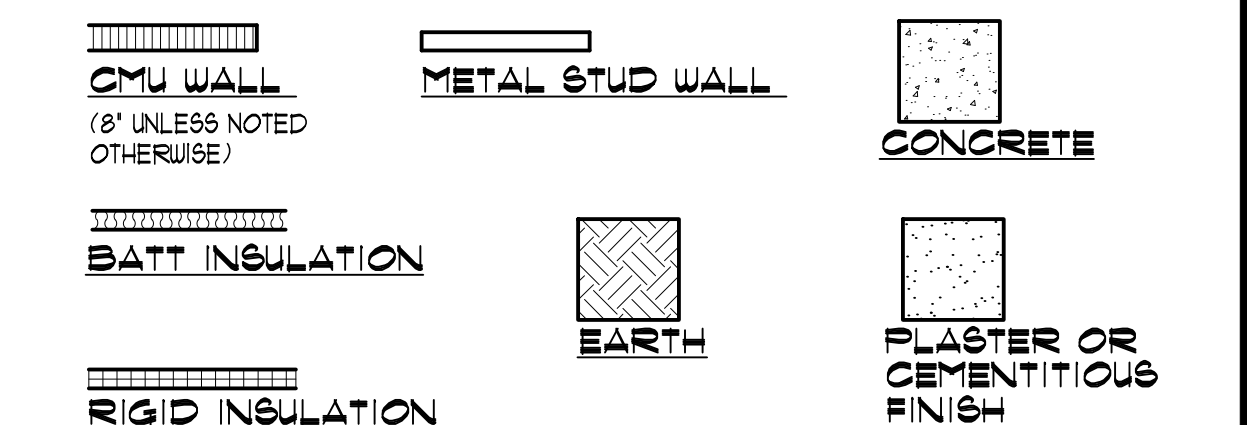
NOTE:

ALL ASPECTS OF EXISTING AND NEW CONSTRUCTION (G.C. TO VERIFY EXISTING CONSTRUCTION IN FIELD) COMPLY WITH THE FLORIDA BUILDING CODE (2023)

CONSTRUCTION NOTES

1. ANY AND ALL ALTERATIONS TO THE BUILDING ENVELOPE INCLUDING WALL OPENINGS, CONCRETE SLAB WORK, ROOF PENETRATIONS, ETC. SHALL BE APPROVED BY THE LANDLORD AND PERFORMED BY LANDLORD APPROVED CONTRACTOR.
2. NO STRUCTURAL WORK OF ANY KIND (INCLUDING, BUT NOT LIMITED TO: CUTTING, PATCHING, SPlicing, WELDING, OR SUSPENDING MATERIALS OR ITEMS OF CONSTRUCTION) EXISTING STRUCTURE OR CONSTRUCTION SHALL BE UNDERTAKEN BY GENERAL CONTRACTOR OR HIS SUBCONTRACTORS WITHOUT EXPRESS WRITTEN APPROVAL OF LANDLORD.
3. ALL CUTTING, PATCHING AND MAINTENANCE / REPAIR OF EXISTING ROOF SHALL BE APPROVED BY LANDLORD PRIOR TO CONSTRUCTION BY THE GENERAL CONTRACTOR (PRIOR TO CONSTRUCTION) AND SHALL MATCH BUILDING STANDARD ROOFING DETAILS.
4. ALL EXISTING STRUCTURAL MEMBERS AND ANY EXTERIOR OPENINGS (ALL EXISTING JOINTS AND SEAMS) SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
5. ALL NEW INTERIOR CONCRETE SLABS AND FOUNDATION WALLS AND FOOTINGS SHALL BE CONFORMING UNDER NEW WORK AND SHALL BE INSTALLED BY A LICENSED CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL STATE AND DEPARTMENT OF AGRICULTURE, STRUCTURAL PEST CONTROL, DIVISION REGULATIONS, RULES, DEFINITIONS AND REQUIREMENTS.
6. ALL PRENSIONAL WULF, FLYWOOD, CERTIFIED NON-FLAMMABLE USED IN CONSTRUCTION SHALL BE FIRE RETARDANT (FRT); UL CERTIFIED NON-COMBUSTIBLE WHENEVER REQUIRED. ALL NEW INTERIOR CONCRETE SLABS AND FOUNDATION WALLS AND FOOTINGS SHALL BE CONFORMING UNDER NEW WORK AND SHALL BE INSTALLED BY A LICENSED CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL STATE AND DEPARTMENT OF AGRICULTURE, STRUCTURAL PEST CONTROL, DIVISION REGULATIONS, RULES, DEFINITIONS AND REQUIREMENTS.
7. NO COMBUSTIBLE MATERIALS ARE PERMITTED ABOVE CEILING, INCLUDING FRT. LUMBER.
8. ALL FIRE RATED WALLS MUST HAVE RATING STENCILED IN A READILY VIEWABLE AREA.
9. ALL NEW INTERIOR PARTITIONS SHALL BE CONSTRUCTED OF ONE (1) LAYER 5/8" GYPSUM WALL BOARD (NON-RATED) ON EACH SIDE OF 3-5/8" (20 GAUGE) PUNCHED-CEMETAL STUD FRAMING AT 16" ON CENTER (MAXIMUM) UNLESS OTHERWISE NOTED OTHERWISE. ALL PARTITION WALLS AND PARTITIONS SHALL TERMINATE 6" (MINIMUM) ABOVE HIGHEST CONTIGUOUS CEILING ASSEMBLY UNLESS NOTED OTHERWISE. ALL NEW INTERIOR PARTITIONS SHALL BE NON-COMBUSTIBLE.
10. ALL FLYWOOD BACKING AND ANY IMPERFECTIONS SHALL BE FILLED AND SANDED SMOOTH TO PROVIDE A CONTINUOUS SMOOTH SURFACE FOR APPLICATION OF FINISH (PAINT OR LAMINATE).
11. ALL PARTITIONS WITH DOORS TO HAVE NON-COMBUSTIBLE WOOD JACK STUDS AND HEADERS.
12. DOOR HARDWARE AT ACCESSIBLE DOORS (INCLUDING EXIT ACCESS DOORS) SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. LEVER OR PUSH TYPE MECHANISMS ARE ACCEPTABLE. PUSH AND U-SHAPED HANDLELESS ARE ACCEPTABLE DESIGNS (PER THE 2013 FLORIDA BUILDING CODE). PANIC HARDWARE WILL BE PROVIDED ON ALL DOORS.

DRAWING SYMBOLS



OWNERSHIP OF INSTRUMENTS OF SERVICE

ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTER FILES, FIELD DATA, NOTES AND OTHER DOCUMENTS AND INSTRUMENTS PREPARED BY THE ARCHITECT AS INSTRUMENTS OF SERVICE SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THE ARCHITECT SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THEREON.

ISSUED FOR:

PERMIT

STATE OF FLORIDA
MICHAEL F. SOFARELLI, JR.
— ★ —
AR 0014577
09-07-23
REGISTERED ARCHITECT

MICHAEL F. SOFARELLI, JR.
FLORIDA STATE BOARD
OF ARCHITECTURE
REGISTRATION No. :
AR 0014577

WILD SEAFOOD CO.
607 ISLAND DRIVE,
TARPON SPRINGS, FL.

STATA
SOFARELLI & ASSOCIATES ARCHITECTURE
MICHAEL F. SOFARELLI JR. A.I.A.
8365 142ND AVENUE NORTH
CLEARWATER, FLORIDA 33760 P. 727-530-3535
EMAIL : MIKE@SOFARELLIARCH.COM

Revisions:

Content:

COVER SHEET:
PROJECT
LOCATOR,
CODE DATA

Filename:

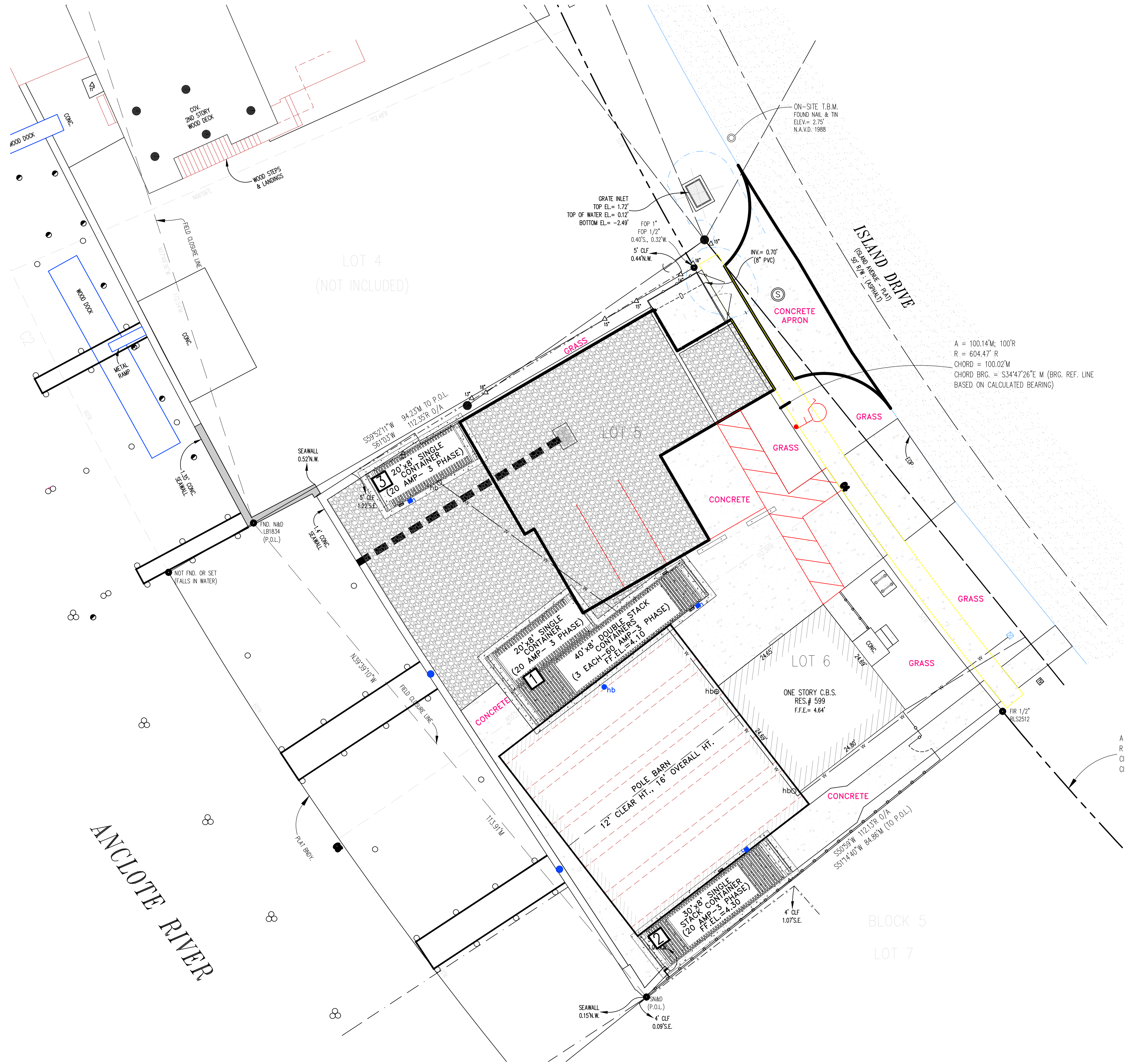
Date: 03/28/2024

24---

Sheet:



LEGEND	
S.	SET
F.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
N.A.D.	NAIL & DIRT
C.M.	CONCRETE MONUMENT
(A)	FIELD MEASUREMENT
A	ARC
A/C	AIR CONDITIONER
AC	ACRES
ADA	AMERICANS WITH DISABILITIES ACT
BFPD	BACK FLOW PREVENTION DEVICE
BOLL	BOLLARD
B&L	BUILDING SETBACK LINE
C	CHORD
(C)	CALCULATED
CB	CATCH BASIN
CBW	CONCRETE BLOCK WALL
CHB	CHORD BEARING
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C	CLEANOUT
CONC.	CONCRETE
CONST	CONSTRUCT
CS	CONCRETE SLAB
C.T.	CURB TIE
CTV	CABLE TELEVISION
(D)	DEED
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION
DHW	DESIGN HIGH WATER
DLW	DESIGN LOW WATER
EL.	ELEVATION
FF	FINISHED FLOOR
FHA	FIRE HYDRANT ASSEMBLY
FPC	FLORIDA POWER CORPORATION
GI	GRATE INLET
GA	GAS VALVE
GM	GAS METER
GV	GATE VALVE
GU	GUY WIRE
INV.	INVERT
LF	LINEAR FEET
LFE	LOWEST FLOOR ELEVATION
LP	LIGHT POLE
(M)	MEASURED
MAS	MASONRY
MES	MITERED END SECTION
MH	MANHOLE
MHWL	MEAN HIGH WATER LINE
NAVD	NORTH AMERICA
NGVD	NATIONAL GEODETIC VERTICAL DATUM
O.H.	OVERHEAD WIRES
O.R.	OFFICIAL RECORD
PB	PLAT BOOK
PG	PAGE/PAGES
POB	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
PVC	POLYVINYL CHLORIDE
R	RADIUS
(R)	RECORD
RCP	REINFORCED CONCRETE PIPE
ROW	RECLAIMED WATER
RVS	RANGE
R/W	RIGHT-OF-WAY
SAN	SANITARY
SCO	SANITARY CLEAN-OUT
SEC.	SECTION
SF	SQUARE FEET
SHW	SEASONAL HIGH WATER
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BERM
TOS	TOP OF SLOPE
TRANS	TRANSFORMER
TWP	TOWNSHIP
TYP	TYPICAL
UP	UTILITY POLE
WF	WOOD FENCE
WM	WATER METER



SITE DATA TABLE:

SITE LOCATION: 599 ISLAND DRIVE TARPON SPRINGS, FLORIDA	
PROPERTY OWNER: LUGGERS BACKUP, LLC 12124 LILLIAN AVE. LARGO, FL 33778 ATTN: JASON DELACRUZ PH#: (727) 639-6565	CIVIL ENGINEER & SURVEYOR: TRANSYSTEMS 565 SOUTH HERCULES AVENUE CLEARWATER, FL 33764 (727) 822-4151

LEGAL DESCRIPTION:

LOTS 5 AND 6, BLOCK 5, LUTEAN SHORES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 44, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE:	AE (EL. 10 FT.)
MAP PANEL ID:	12103C-0019-H
REVISED MAP:	08-24-2021
PROJECT SUMMARY & SITE DATA:	
TOTAL BUILDING AREA	= 828 SF (6.8%)
TOTAL BUILDING (CFA)	= 828 SF
TOTAL ASPHALT/CONC./SHELL AREA	= 1,022 SF (8.4%)
TOTAL IMPERVIOUS AREA	= 1,840 SF (15.1%)
TOTAL GREEN AREA	= 10,346 SF (84.9%)
TOTAL PROJECT AREA	= 12,186 SF (0.28 AC)

ZONING:	CRA, SAP (SPECIAL AREA PLAN)
PROPOSED USE:	SDC (SPECIAL DISTRICT COMMERCIAL GENERAL)

LAND USE: SDC (SPECIAL DISTRICT COMMERCIAL GENERAL)
PIN: 12-27-15-53352-005-0060

PRINCIPAL BUILDING SETBACK REQUIREMENTS:	REQUIRED	PROPOSED
FRONT(EAST)	35 FT (MAX)	13.79 FT
SIDE(NORTH)	N/A	65.93 FT
SIDE(SOUTH)	N/A	11.51 FT
REAR(WEST)	N/A	45.5 FT
	BY WARRANT	4 FT

MAXIMUM LOT COVERAGE:	0.50	0.43
-----------------------	------	------

MAXIMUM FLOOR/AREA RATIO:	0.55	0.26
---------------------------	------	------

MAXIMUM BUILDING HEIGHT:	2 STORY	SINGLE PRIMARY
--------------------------	---------	----------------

NUMBER OF PARKING SPACES:		
---------------------------	--	--

SPECIAL AREA: XX SF / 250	BY WARRANT	4 SP
---------------------------	------------	------

NUMBER OF H.C. PARKING SPACES:	4 SP = 1 HC	1 HC
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SOLID WASTE: DUMPSTER ON SITE

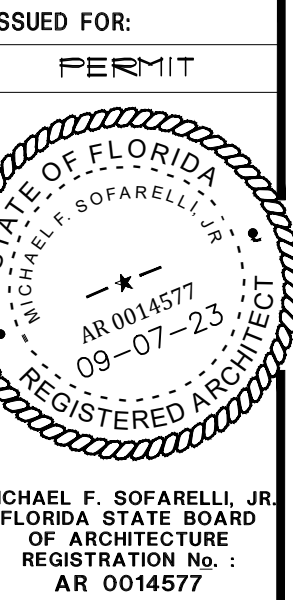
PROPOSED LEGEND

~	DIRECTION OF FLOW
X 1/32"	EXISTING ELEVATION ELEVATIONS ARE BASED ON NAVD-88
1/8"	PROPOSED ELEVATION
1/8" 1/32"	GRADING SUFFIXES: BW = BOTTOM OF WALL EP = EDGE OF PAVEMENT G = GROUND HP = HIGH POINT ME or MEG = MATCH EXISTING GRADE MP = MATCH EXISTING EP TC = TOP OF CURB TS = TOP OF SIDEWALK TW = TOP OF WALL
6"	CHAIN LINK FENCE
---	SILT FENCE
○	NUMBER OF PROPOSED PARKING SPACES
X	REMOVE EXISTING TREE

LEGEND

ELECTRIC BOX	—	EB
ELEVATION	—	+ 8.00
MOORING POST	—	●
GRATE INLET	—	■
LIGHT POLE	—	⊙
POWER POLE	—	●
SANITARY SEWER MANHOLE	—	⊙
WATER METER	—	⊗
GUY WIRE	—	→
TOP OF BANK	—	---
OVERHEAD WIRES	—	---
PALM	—	⊙

ERP Exemption Calculation			
Pre-Dev VUA	2,778	SF	3,771
Pre-Dev Other Impervious	1,141	SF	4,874
Pre-Dev Total Impervious	3,919	SF	8,645
Increase in VUA:	993	SF	< 4,000 SF Threshold
Increase in total Impervious:	4,726	SF	< 9,000 SF Threshold



WILD SEAFOOD CO.
607 ISLAND DRIVE,
TARPON SPRINGS, FL.



Revisions:

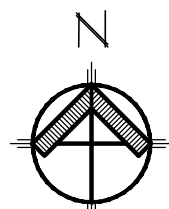
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SITE PLAN

Filename:
WILD SEAFOOD

Date:
03/28/2024

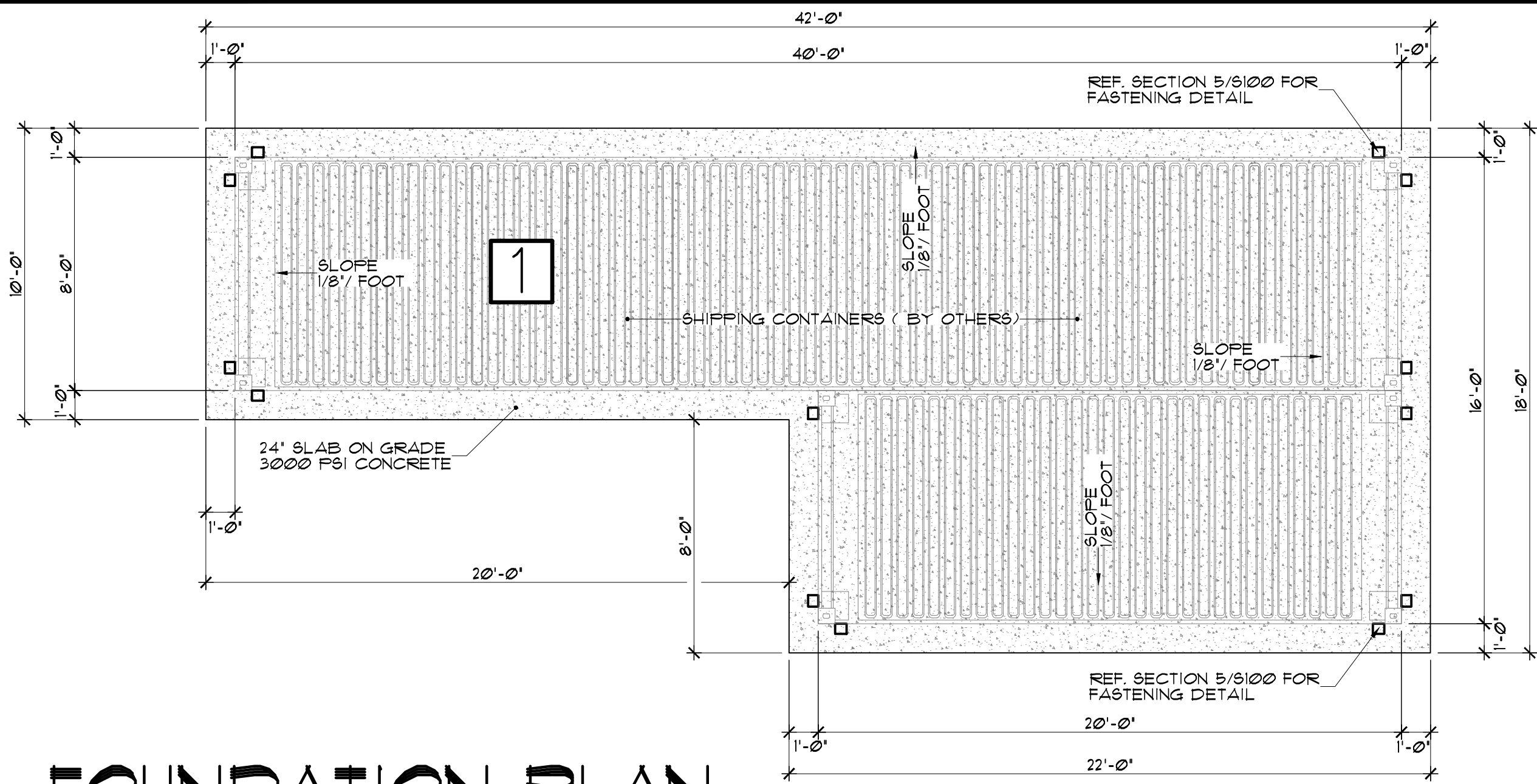
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A-1



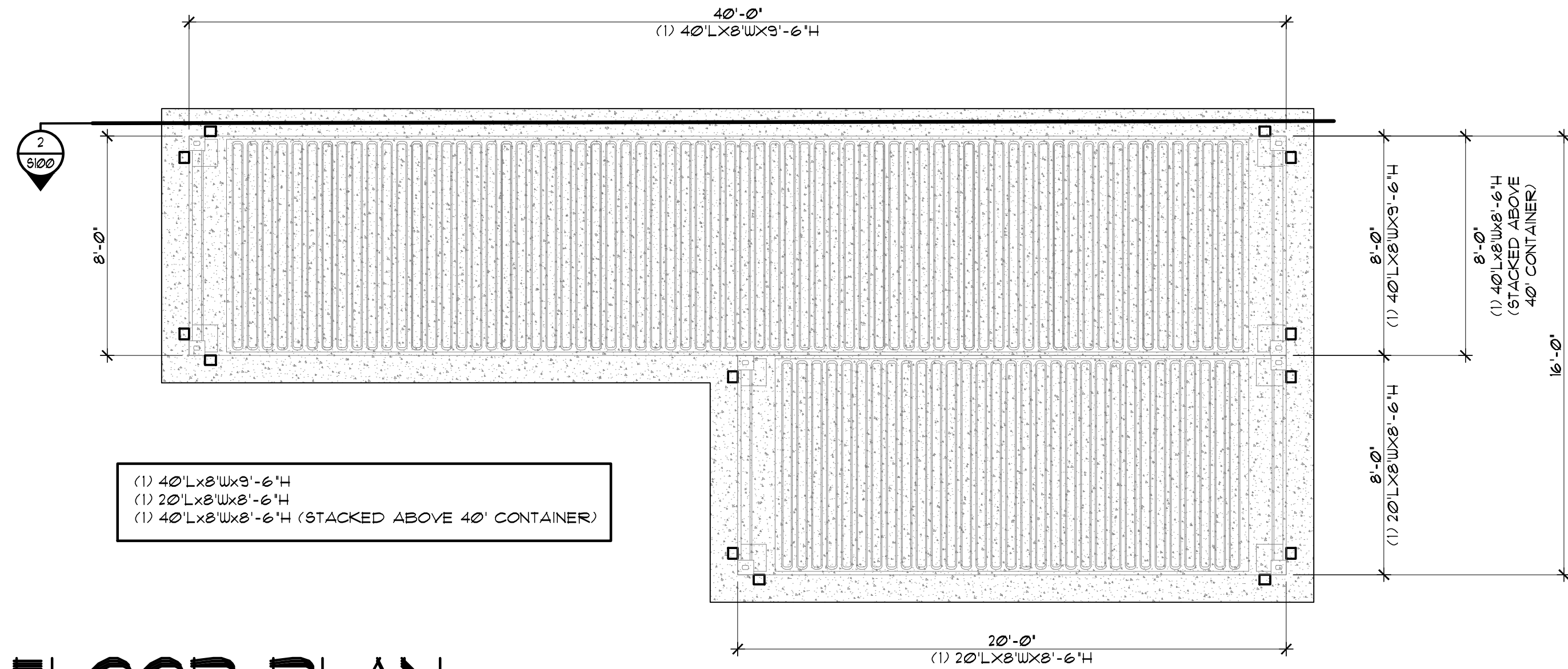
ARCHITECTURAL SITE PLAN

SCALE : 1/32" = 1'-0"



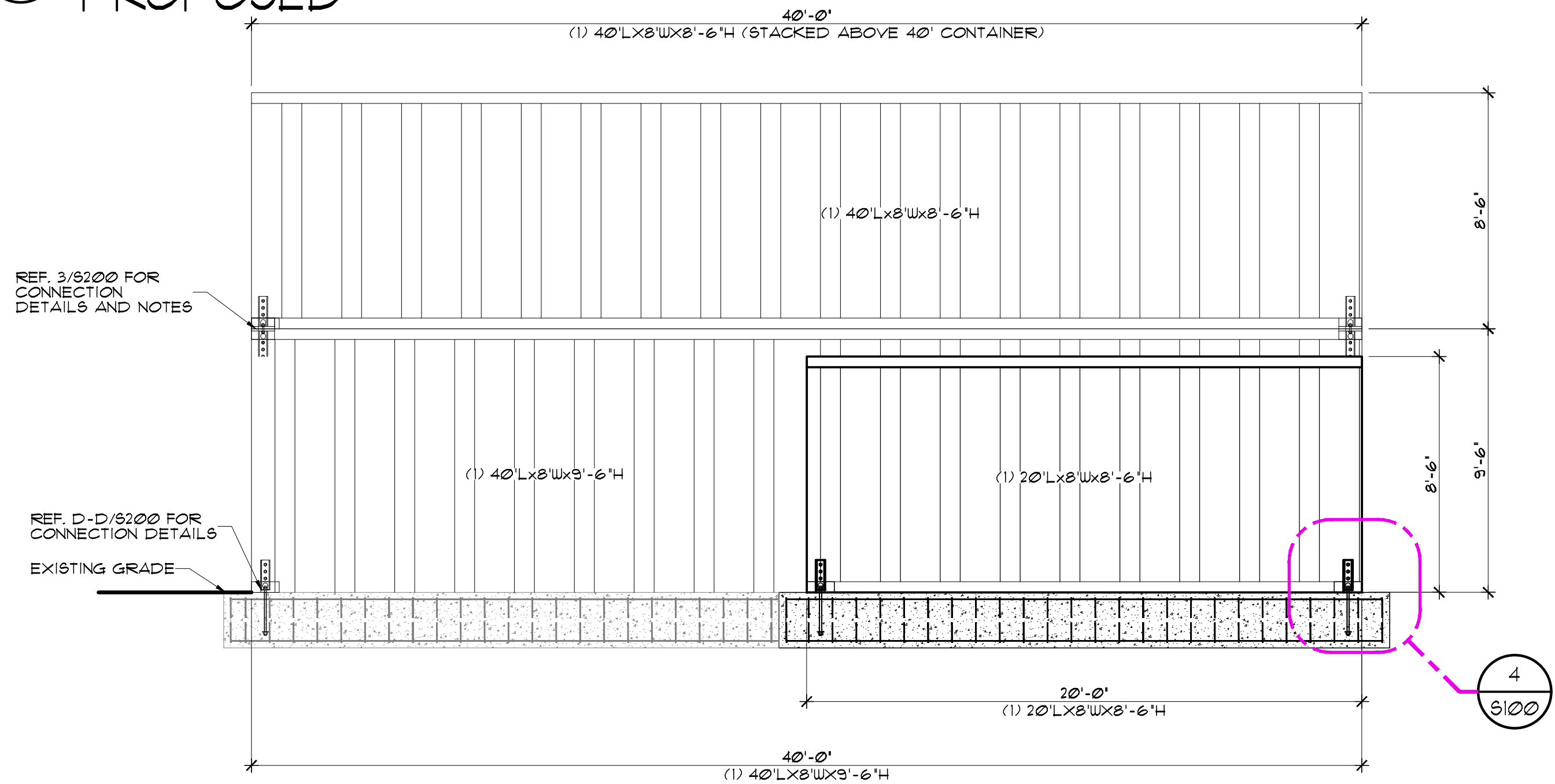
1 FOUNDATION PLAN
A-2 PROPOSED

SCALE : 1/4" = 1'-0"



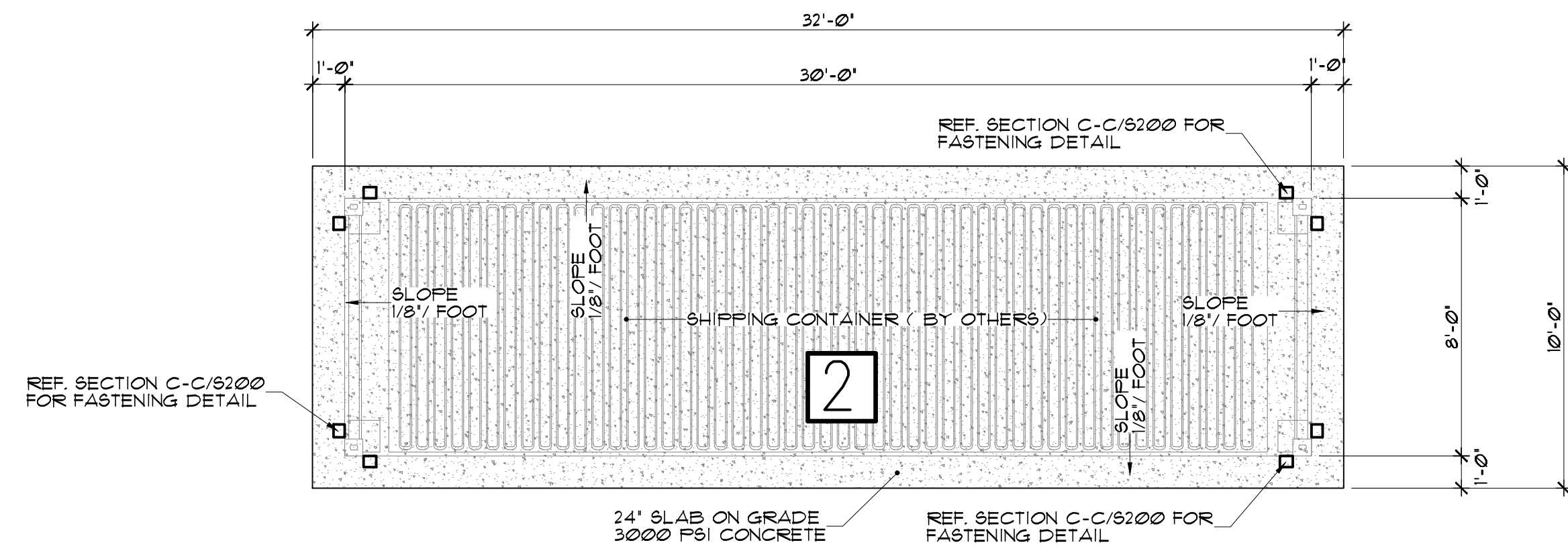
2 FLOOR PLAN
A-2 PROPOSED

SCALE : 1/4" = 1'-0"



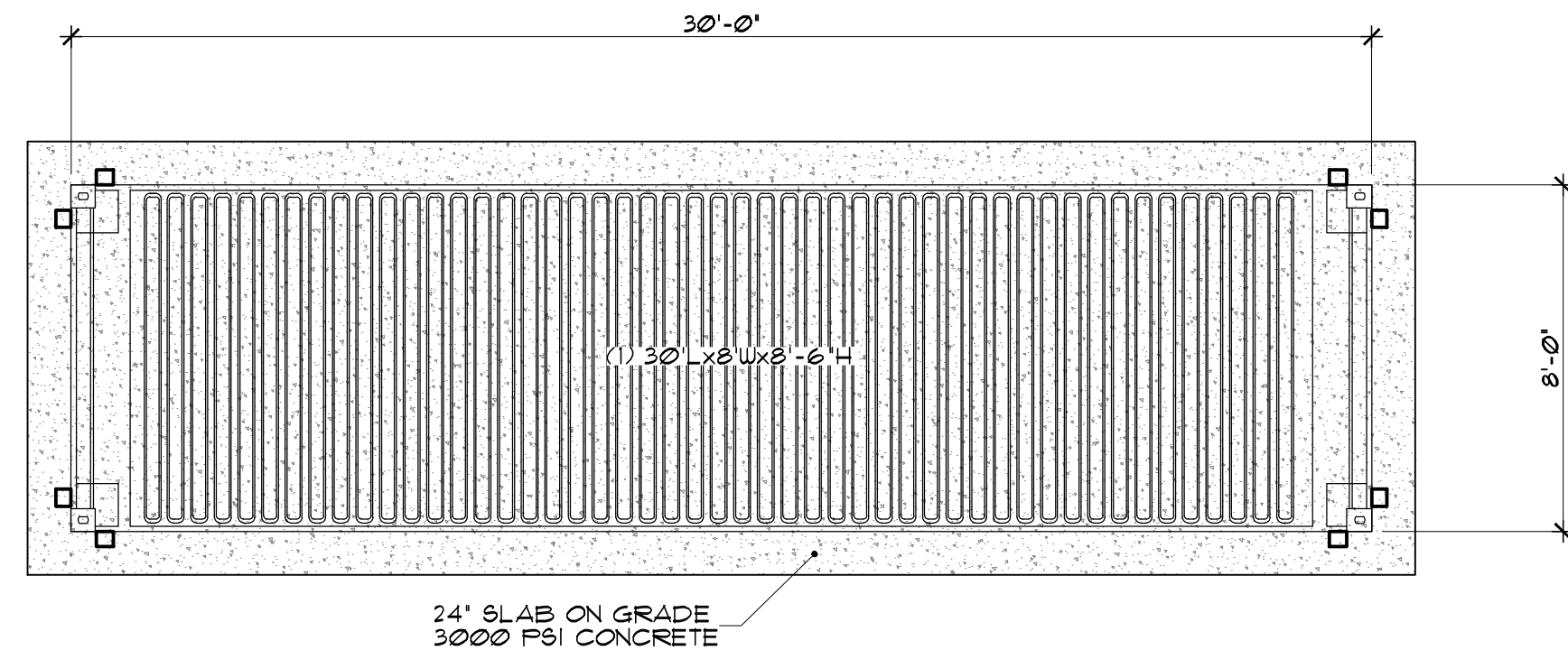
3 ELEVATION
A-2 PROPOSED

SCALE : 1/4" = 1'-0"



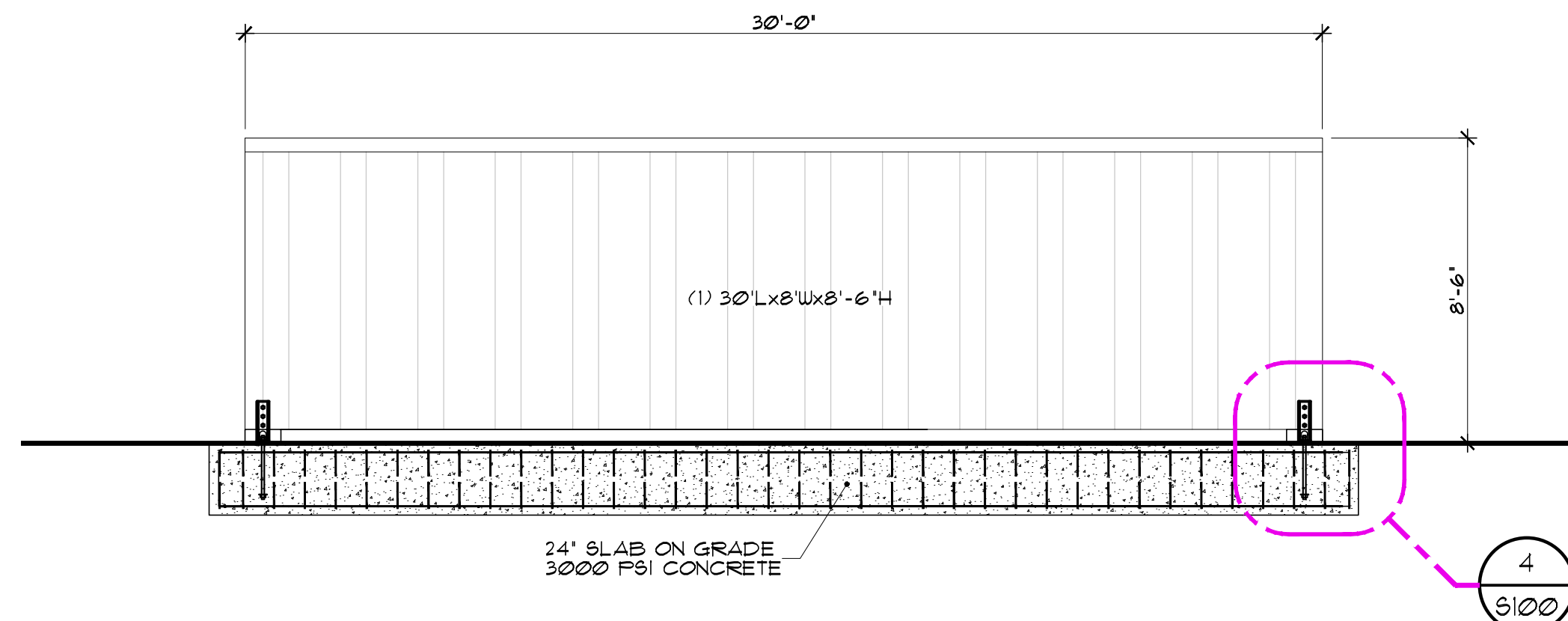
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A-2 PROPOSED

SCALE : 1/4" = 1'-0"



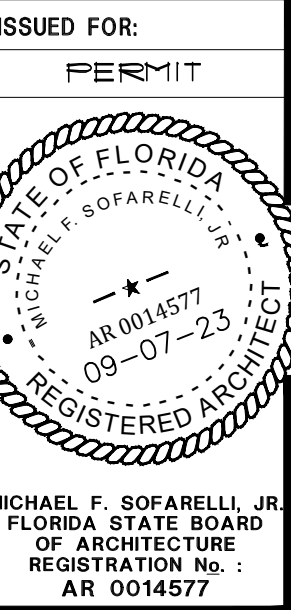
5 FLOOR PLAN
A-2 PROPOSED

SCALE : 1/4" = 1'-0"



6 ELEVATION
A-2 PROPOSED

SCALE : 1/4" = 1'-0"



WILD SEAFOOD CO.
607 ISLAND DRIVE,
TARPON SPRINGS, FL.



Revisions:

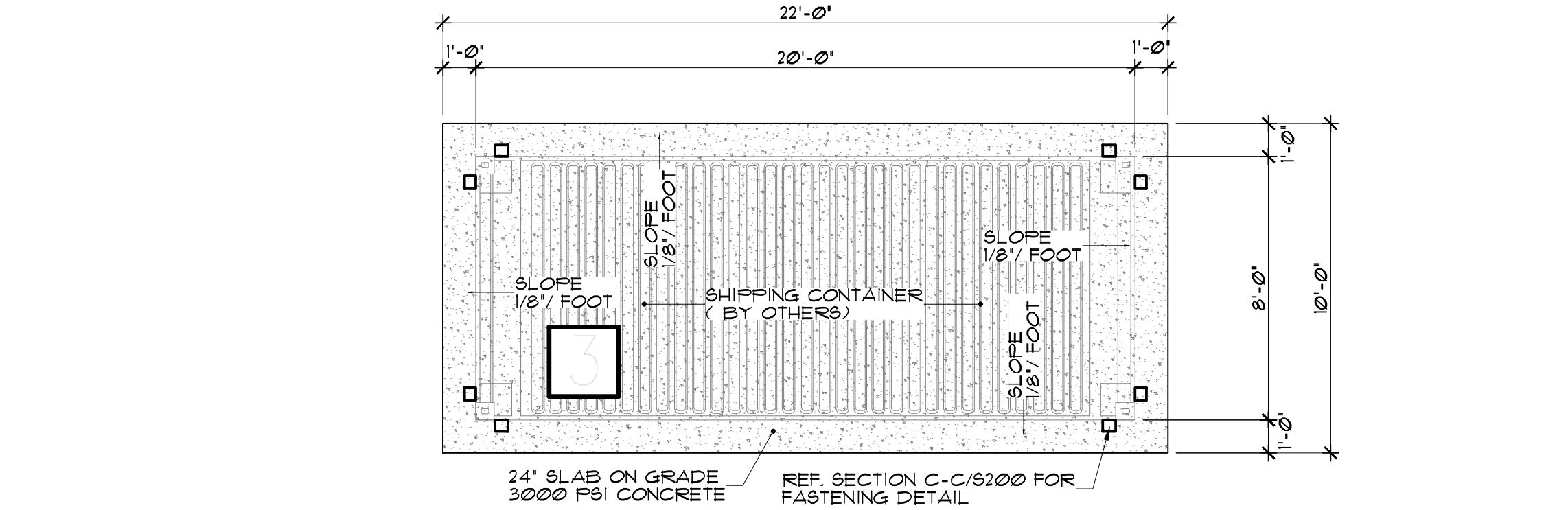
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ENLARGED
SHIPPING
CONTAINER
PLANS

Filename:
WILD SEAFOOD

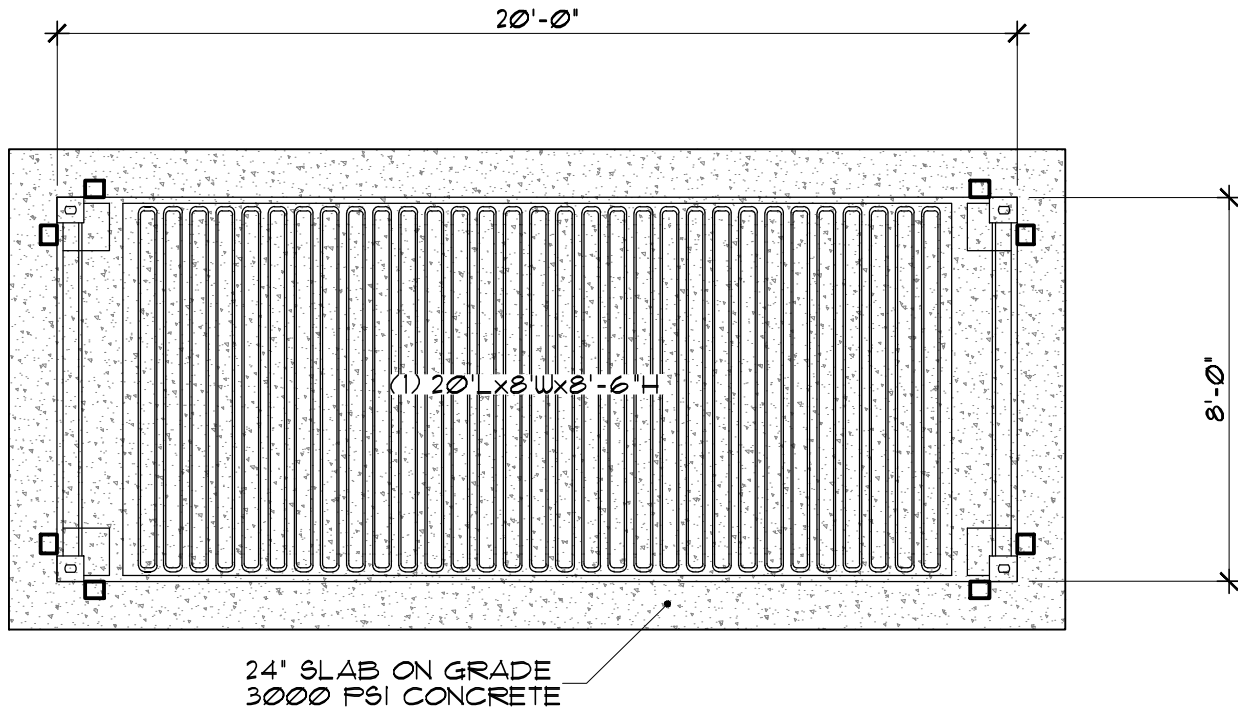
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03/28/2024

Proj. no.
24--

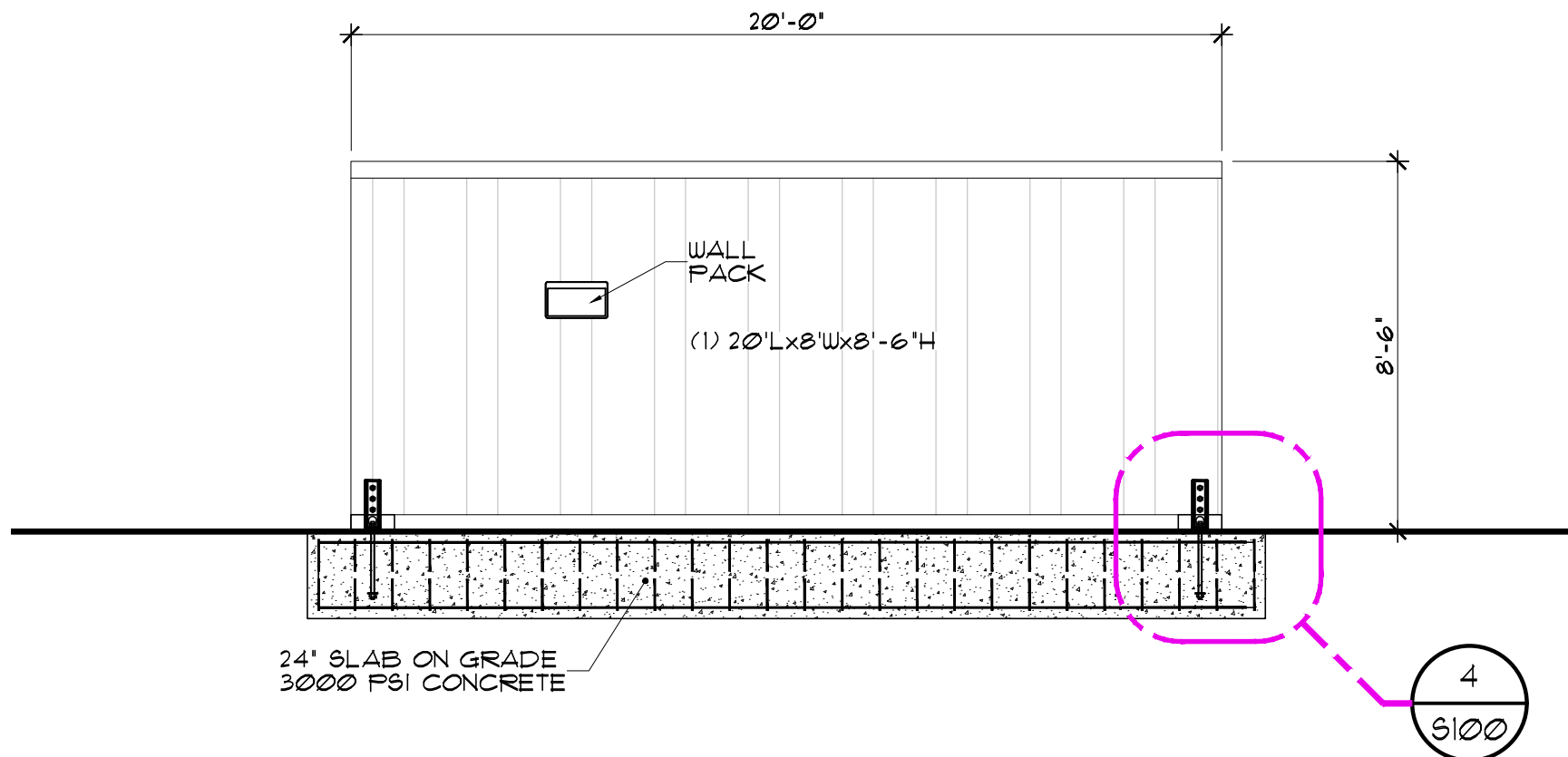
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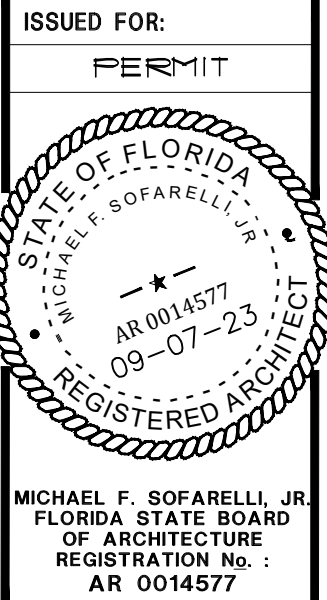
1 FOUNDATION PLAN
4-3 PROPOSED SCALE : 1/4" = 1'-0"



2 FLOOR PLAN
4-3 PROPOSED SCALE : 1/4" = 1'-0"



3 ELEVATION
4-3 PROPOSED SCALE : 1/4" = 1'-0"



WILD SEAFOOD CO.
607 ISLAND DRIVE,
TARPON SPRINGS, FL.



Revisions:

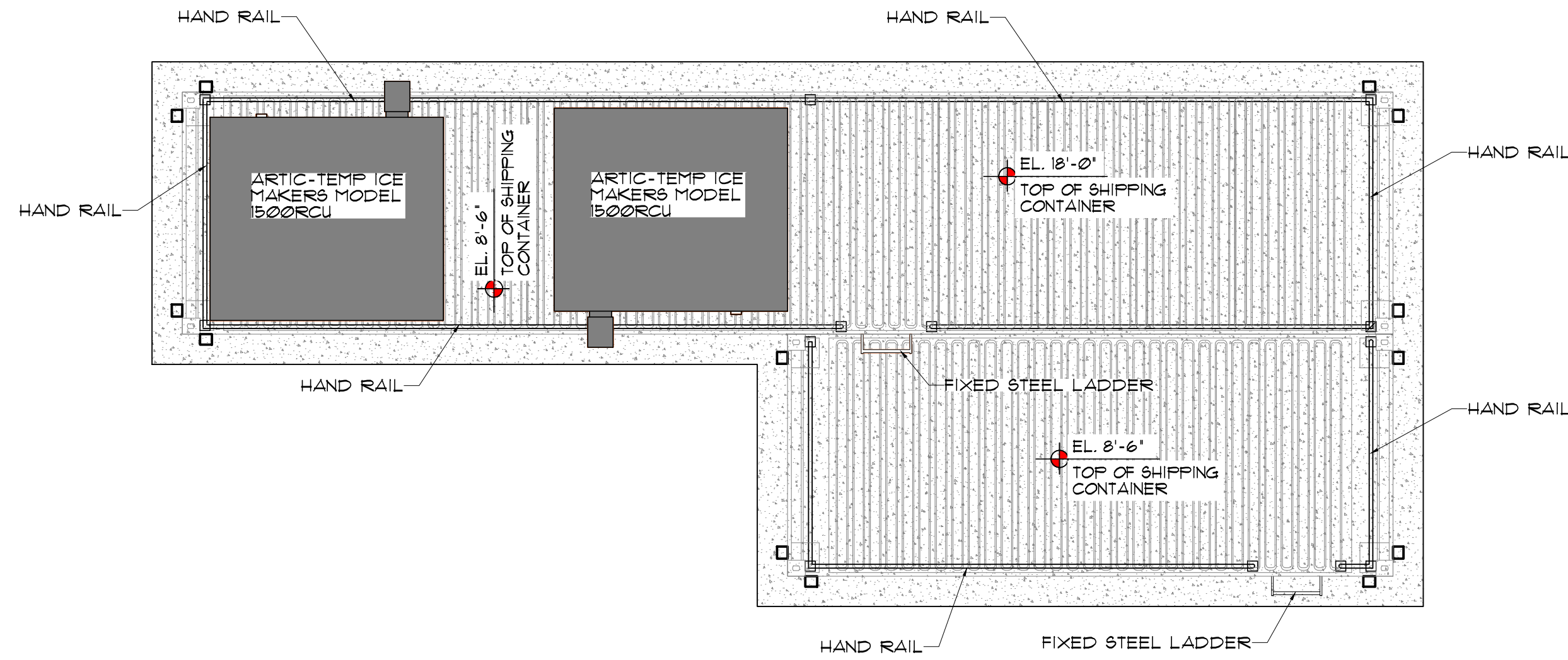
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SHIPPING
CONTAINER
OPTION

Filename:
WILD SEAFOOD

Date:
03/28/2024

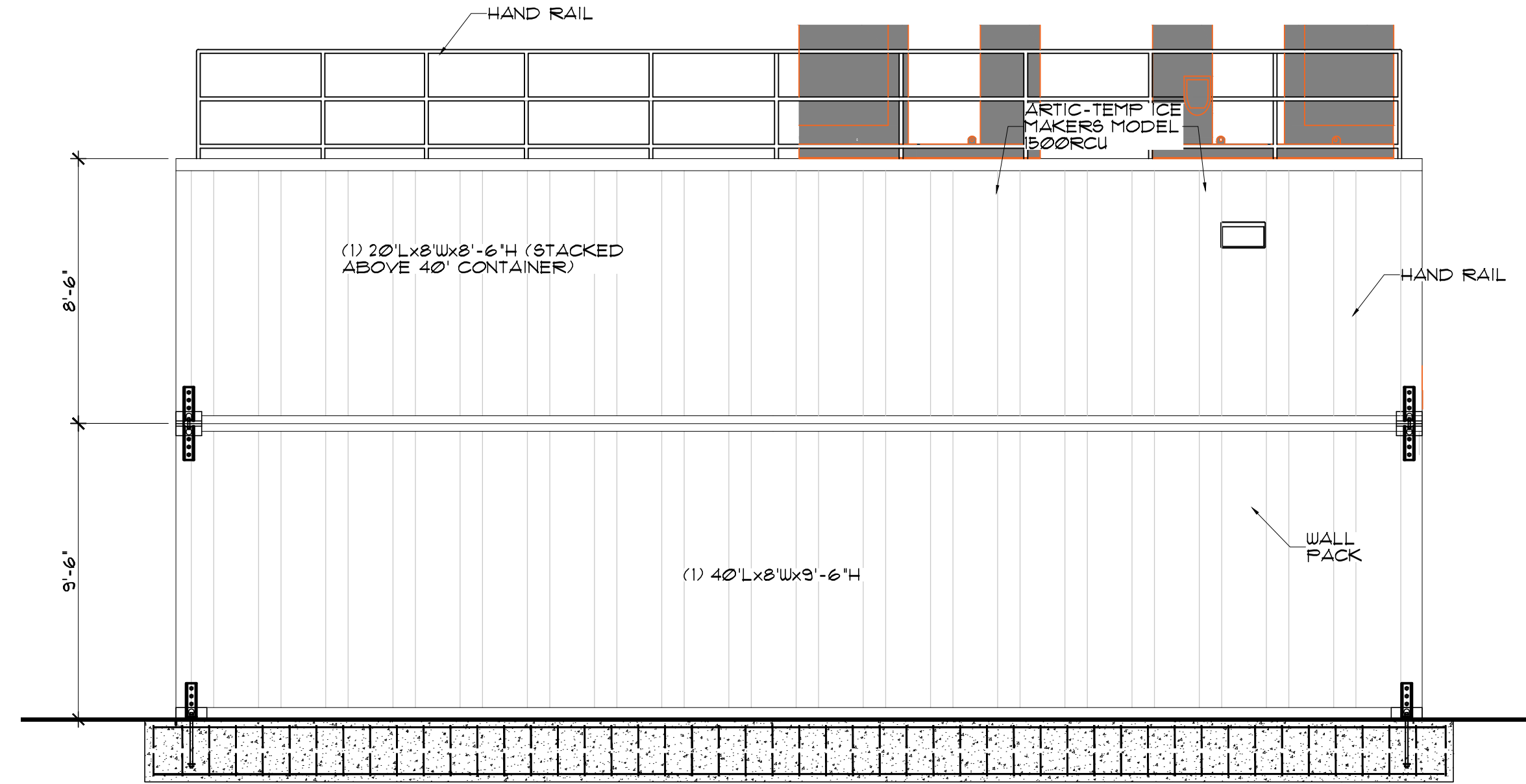
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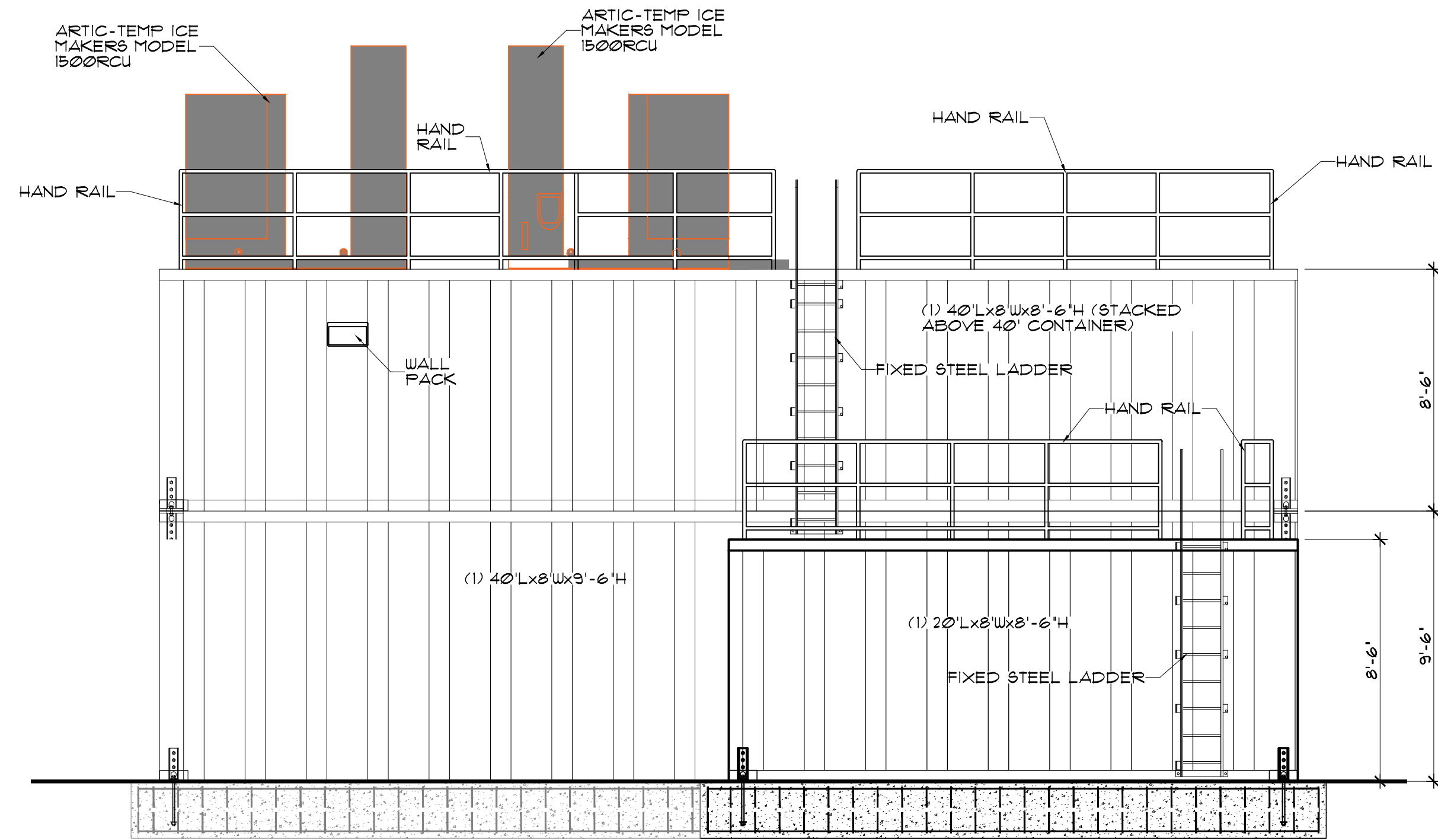
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A-4
ROOF PLAN

SCALE : 1/4" = 1'-0"



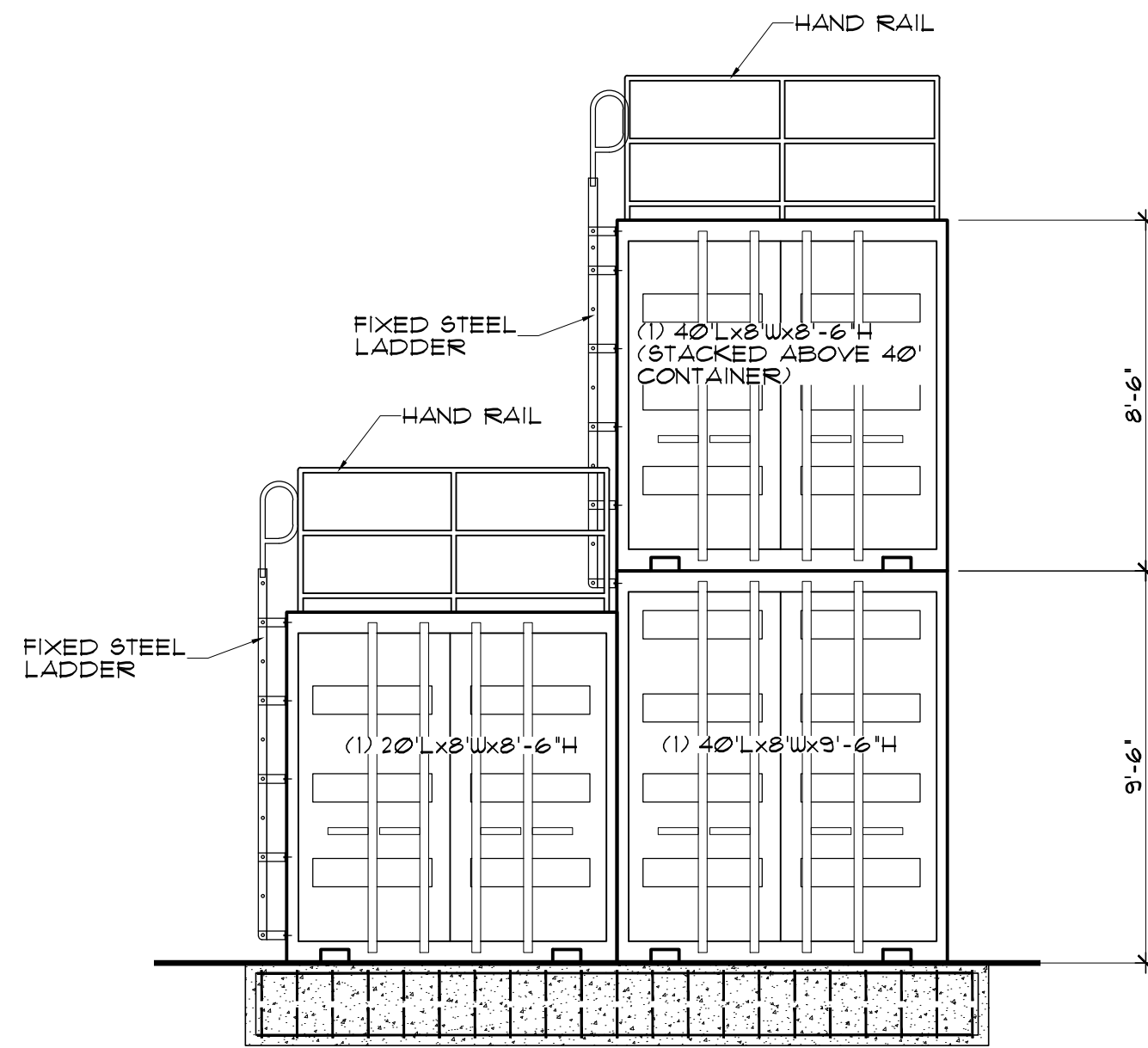
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A-4
ELEVATION

SCALE : 1/4" = 1'-0"



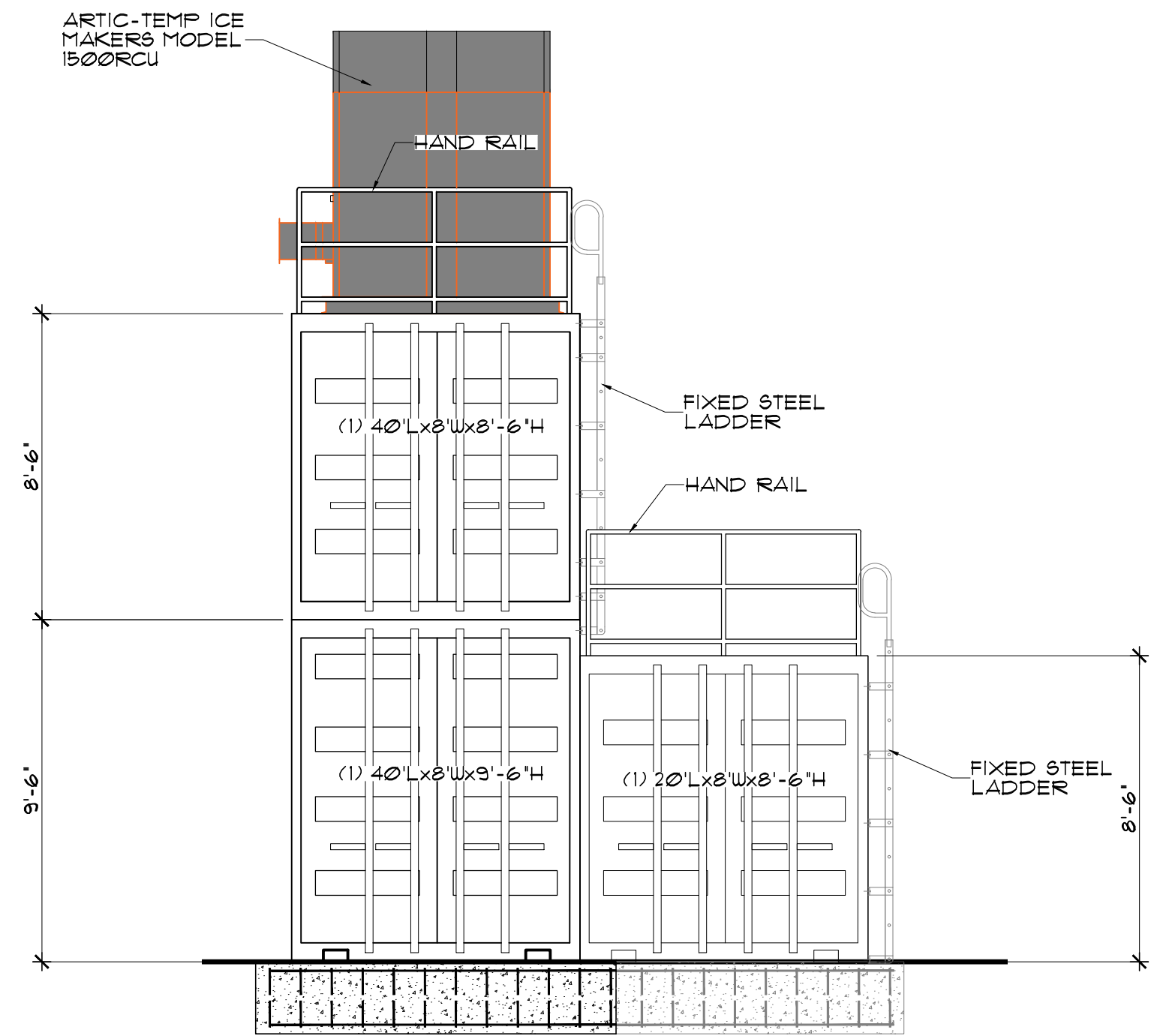
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A-4
ELEVATION

SCALE : 1/4" = 1'-0"



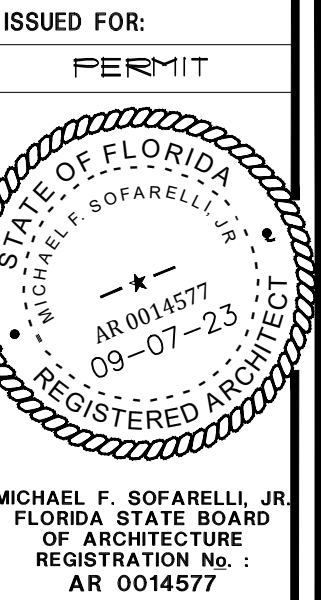
4
A-4
ELEVATION

SCALE : 1/4" = 1'-0"



5
A-4
ELEVATION

SCALE : 1/4" = 1'-0"



WILD SEAFOOD CO.
607 ISLAND DRIVE,
TARPON SPRINGS, FL.



Revisions:

Content:
SHIPPING
CONTAINER
OPTION

Filename:
WILD SEAFOOD

Date:
03/28/2024

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24---

Sheet:
A-3

DESIGN CRITERIA:

ALL CONSTRUCTION HAS BEEN DESIGNED AS FOLLOWS:
1. 2023 FLORIDA BUILDING CODE - BUILDING - 8TH EDITION
2. ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES

STRUCTURAL LOADING:
THE FOLLOWING LOADS HAVE BEEN USED IN THE DESIGN OF THE STRUCTURE.
ALL DELEGATED ENGINEERING OR PRE-ENGINEERED COMPONENTS SHALL BE DESIGNED TO THESE MINIMUM LOADS UNLESS APPROVED BY THE EOR.

DEAD LOADS: WEIGHT OF MATERIALS
HIGH CUBE CONTAINER 8600 LB - MIN (CONTRACTOR TO VERIFY)

WIND LOADS:
ULTIMATE DESIGN WIND SPEED (VH): 140 MPH
SOURCE: ATC HAZARDS BY LOCATION

ULTIMATE TO ASD WINDSPEED CHART (REF 2023 FBC TABLE R502.1.3)															
VULT	110	115	120	130	140	150	160	170	180	190	200				
VASD	85	89	93	101	108	116	124	132	139	147	155				

RISK CATEGORY: I
EXPOSURE CATEGORY: C
ROOF SLOPE: SEE PLAN
BASIC WIND PRESSURE: 3734 PSF (MFRS)
MFRS OVERALL HORIZONTAL LOAD: 32.9 KIP - ULT (PER CONTAINER)
MFRS OVERALL VERTICAL LOAD: 14.81 KIP - ULT (UPLIFT - PER CONTAINER)

STRENGTH OF MATERIALS:

ALL CONSTRUCTION HAS BEEN DESIGNED AS IN ACCORDANCE WITH THE FOLLOWING STRENGTH OF EXISTING AND PROPOSED MATERIALS:

CONCRETE FOUNDATIONS: 3000 PSI (28 DAY COMPRESSIVE STRENGTH)

STEEL
STEEL PLATE: ASTM A36
STEEL TUBE: ASTM A500

SOIL AND FOUNDATIONS
SOIL BEARING CAPACITY 2000 PSF (CONTRACTOR TO VERIFY)
REINFORCING STEEL
ALL REINFORCING STEEL: FY = 60,000 PSI
STAINLESS STEEL
PIPES AND PLATES SHALL BE: 304, TYPE 316, (2% MIN. MOLYBDENUM)
FY: 42 KSI 3/230 MPa 1/8
E: 28,000 KSI 3/193,000 MPa 1/8

ALL CONSTRUCTION TO BE PERFORMED BY A GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA TO PERFORM CONSTRUCTION OR ALTERATION OF STRUCTURAL COMPONENTS.

CONTRACTOR SHALL PROVIDE EVIDENCE, AT REQUEST OF ENGINEER, TO ESTABLISH EXPERIENCE, COMPETENCE, AND PROFICIENCY IN ALL CONSTRUCTION TYPES PRESENTED IN THIS PLAN SET PRIOR TO CONSTRUCTION.

IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE ALL SUBCONTRACTORS HAVE REQUIRED EXPERIENCE AND COMPETENCY IN ANY TRADE NOT PERFORMED BY GENERAL CONTRACTOR.

DESIGN AND CONSTRUCTION NOTES:

SECTION 1: GENERAL

1. EXISTING CONDITIONS
11. CONTRACTOR SHALL REVIEW CONSTRUCTION DOCUMENTS AND PROVIDE NECESSARY SITE WORK, EXCAVATION AND GRADING AS REQUIRED TO CONSTRUCT SAID PROJECT.

2. AT ISSUED FOR CONSTRUCTION, THESE DRAWINGS REPRESENT ALL STRUCTURAL MEMBERS AND COMPONENTS IN THEIR FINAL STATE. CONSTRUCTION PROCEDURES, MEANS AND METHODS, TEMPORARY BRACING, STRUCTURES, AND SHORING, MACHINERY, AND SAFETY PRECAUTIONS REQUIRED TO INSTALL THE STRUCTURE ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR OR SUBCONTRACTOR PERFORMING THE WORK.

3. NO FRAMEWORK, TEMPORARY STRUCTURES, SHORING, OR RESHORING DESIGN IS INCLUDED IN THESE PLANS UNO.

4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THESE PLANS WITH THE ARCHITECTURAL, CIVIL, AND MECHANICAL PLANS.

5. CONTRACTOR SHALL COORDINATE EOR APPROVED SHOP DRAWINGS WITH THESE PLANS.

6. DO NOT SCALE DRAWINGS FOR DIMENSIONS OR TAKEOFF.

SECTION 2: FOUNDATIONS

1. THE AREA OF CLEARING SHALL BE MAINTAINED WITHIN THE LIMITS SHOWN ON THE APPROPRIATE SITE PLANS. REMOVE STUMPS AND MATTED ROOTS TO A DEPTH OF 24 INCHES BELOW EXISTING GROUND SURFACE. DISPOSE OF TREES AND SHRUBS IN ACCORDANCE WITH APPLICABLE GARBAGE, REFUSE OR WEEDS ORDINANCE. DO NOT BURN MATERIALS ON SITE.

2. FOUNDATION DESIGNS ARE BASED ON A SOIL BEARING VALUE OF 2000 PSF. FOUNDATIONS AND SLABS ARE DESIGNED TO UNIFORMLY BEAR ON WELL-COMPACTED, WELL-DRAINED NON-EXPANSIVE SOILS. A CERTIFIED SOILS ENGINEER SHALL REVIEW FOUNDATION DESIGNS AND BUILDING LOADS AND COMPARE WITH SUBSURFACE SOIL INVESTIGATION. SHOULD ON-SITE OBSERVATIONS SHOW THAT FOUNDATION DESIGNS ARE NOT SATISFACTORY, THE EOR SHOULD BE CONTACTED IMMEDIATELY TO REDESIGN FOUNDATIONS TO ACCOMMODATE CONDITIONS.

3. CENTER ALL FOOTINGS ON WALLS, PIERS, OR COLUMNS ABOVE UNLESS OTHERWISE NOTED. ALL FOOTINGS SHALL REST ON UNDISTURBED VIRGIN SOIL WITH MINIMUM SOIL BEARING ALLOWABLE OF 2000 PSF. TESTED FOR 95 PERCENT COMPACTION, OR CLEAN SAND OR 3/4" STONE COMPACTED IN 12" LIFTS TO 95 PERCENT DENSITY IF FILL IS REQUIRED. FOOTERS SHALL BEAR ON UNDISTURBED SOIL AND KEPT FREE FROM GROUND WATER UNDERNEATH LOAD-BEARING WALLS AND INTERIOR OR EXTERIOR COLUMN FOOTINGS, THICKEN SLABS PER PLANS.

4. ALL REINFORCING MARKED 'CONT.' OR 'LONG.' SHALL BE SPLICED A MINIMUM OF 48 x BAR DIAMETER.

5. LAP TOP BARS AT CENTER SPAN, LAP BOTTOM BARS AT SUPPORTS UNO.

6. A 6 MIL POLY VAPOR BARRIER SHALL BE INSTALLED BENEATH ALL SLABS AND FOUNDATIONS.

7. BOTTOM OF ANY PERIMETER FOOTINGS SUPPORTING BEARING WALLS OR COLUMNS SHALL BE INSTALLED A MINIMUM OF 12 INCHES BELOW GRADE OR AS SHOWN ON PLAN (WHICHEVER IS DEEPER).

SECTION 3: CONCRETE

1. CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 5" AT POINT OF DELIVERY, OR 4" BEFORE AN ASTM C494 TYPE A WATER REDUCING ADMIXTURE IS ADDED AND MAX. OF 8" AT POINT OF DELIVERY AFTER ADMIXTURE IS ADDED.

2. CONCRETE OLDER THAN 90 MINUTES FROM TIME OF BATCHING SHALL NOT BE PERMITTED FOR STRUCTURAL WORK.

3. REINFORCING MATERIALS SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:

31. REINFORCEMENT BARS: ASTM A615, GRADE 60, LATEST REVISION
32. WELDED WIRE FABRIC (WUF): ASTM A-185, LATEST REVISION (FLAT SHEETS)
33. SYNTHETIC FIBROUS REINF: 100% VIRGIN COLLATED AND FIBRILLATED POLYPROPYLENE FIBER

4. WHERE BEAM REINFORCING IS SHOWN CONTINUOUS, SPLICE BOTTOM BARS OVER SUPPORT AND TOP BARS AT CENTER OF SPAN.

5. LENGTH OF LAP SPLICES AND BAR EMBEDMENT SHALL BE 48 BAR DIAMETERS UNLESS OTHERWISE NOTED.

6. PROVIDE CORNER BARS OF SAME SIZE AND SPACING AS HORIZONTAL STEEL AT CHANGES IN DIRECTION OF CONCRETE FOOTINGS, WALLS AND TIE BEAMS.

7. FORMWORK SHORING SHALL BE DESIGNED IN ACCORDANCE TO ACI 347, 'STANDARD FOR DESIGN AND PLACEMENT OF CONCRETE FORMWORK', LATEST EDITION.

8. PROVIDE CONCRETE COVER OVER REINFORCEMENT AS FOLLOWS, UNLESS OTHERWISE NOTED:
EXPOSURE CONDITION:
CONCRETE CAST AGAINST SOIL 3"
CONCRETE EXPOSED TO SOIL 2"
CONCRETE EXPOSED TO WEATHER 1-1/2"

SECTION 4: POST INSTALLED ANCHORS IN CONCRETE/MASONRY

1. CONTRACTOR SHALL FOLLOW MANUFACTURERS INSTALLATION INSTRUCTIONS FOR INSTALLATIONS OF POST-INSTALLED ANCHORS CALLED OUT ON PLAN, SECTION, OR DETAILS.

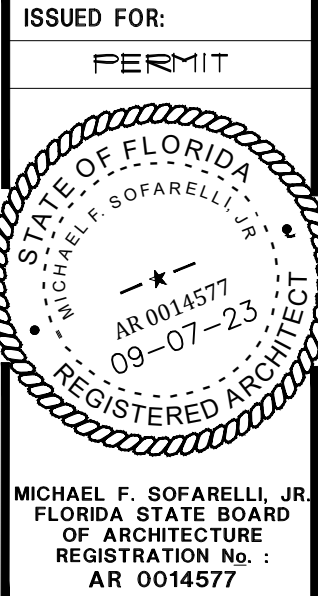
2. CONTRACTOR SHALL FOLLOW REQUIREMENTS FOR EDGE DISTANCES, HOLE CLEANING, AND SPACING REQUIREMENTS. IF SITE CONDITIONS PREVENT REQUIREMENTS TO BE MET, CONTRACTOR SHALL NOTIFY ENGINEER FOR SUBSTITUTE OR RE-DESIGN.

SECTION 6: STEEL

1. WELDER QUALIFICATIONS: PERSONS THAT PERFORM WELDING ON STRUCTURAL STEEL, TUBULAR STRUCTURES, LIGHT GAGE STEEL, REINFORCED STEEL, ALUMINUM OR SPECIALTY MATERIALS SUCH AS STAINLESS STEEL AND MIXED MATERIALS SHALL HOLD CURRENT CERTIFICATES ISSUED BY THE AMERICAN WELDING SOCIETY IN THE CLASSIFICATION THEY ARE WORKING AND SHALL HAVE CERTIFICATES AVAILABLE ON-SITE FOR REVIEW BY ARCHITECT OR STRUCTURAL ENGINEER OF RECORD AT ALL TIMES.

2. ALL STRUCTURAL STEEL PERMANENTLY EXPOSED TO WEATHER SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION CONFORMING TO ASTM A-123. CLEAN AREAS WHERE GALVANIZING IS DAMAGED OR MISSING AND REPAIR GALVANIZING TO COMPLY WITH ASTM A182.

3. GROUT UNDER BEARING PLATES SHALL BE NON-METALLIC, NON-SHRINK TYPE WITH A COMPRESSIVE STRENGTH OF AT LEAST 6000 PSI IN SEVEN DAYS. USE SIKAGROUT-212, OR ACCEPTED SUBSTITUTE.



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607 ISLAND DRIVE,
TARPON SPRINGS, FL.



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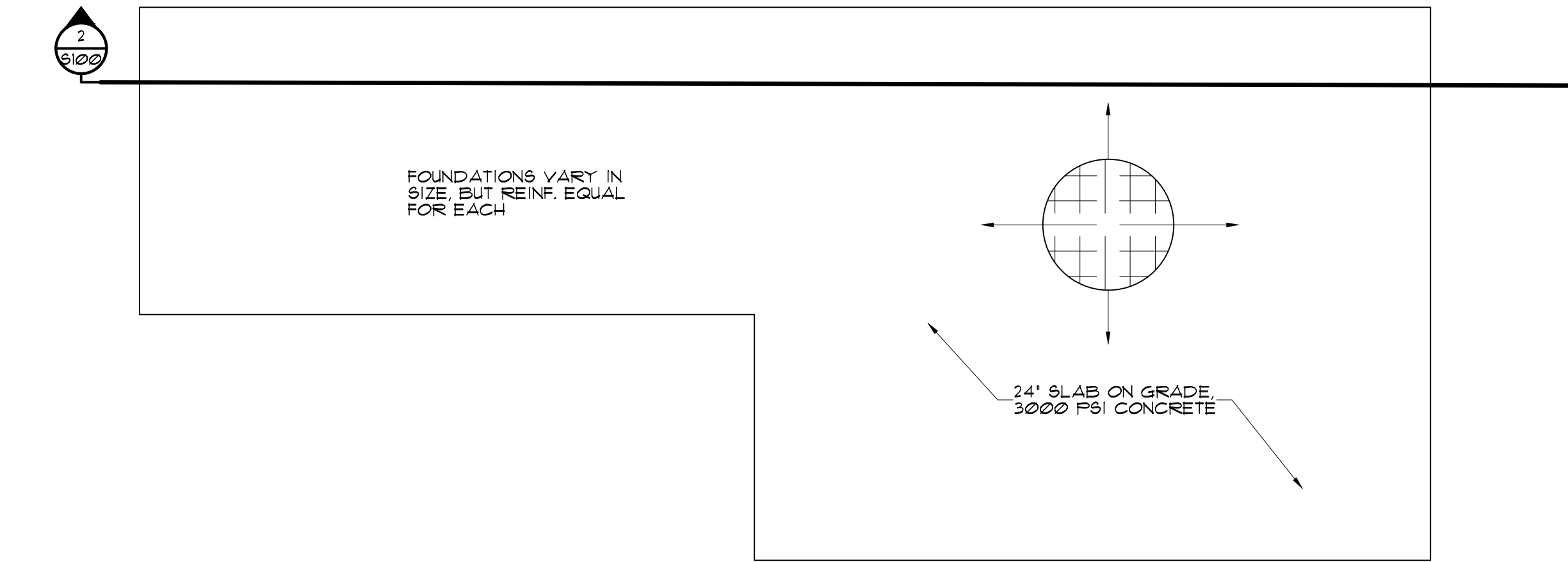
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CRITERIA &
GENERAL
NOTES

Filename:
WILD SEAFOOD

Date:
03/28/2024

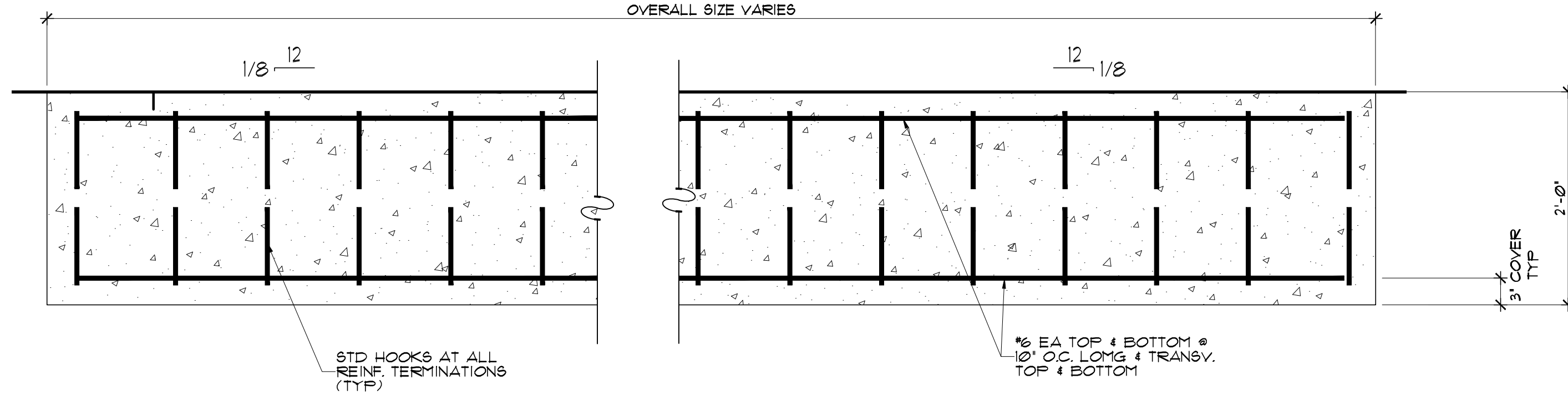
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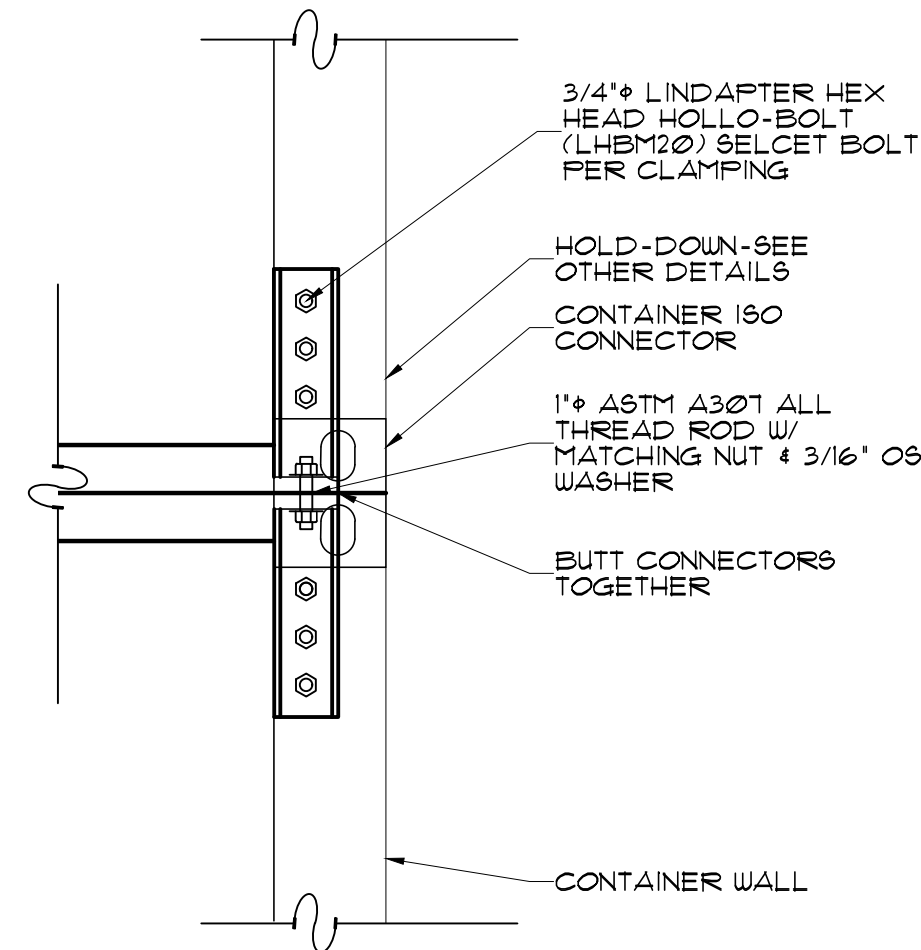
1 FOUNDATION DETAIL
FOUNDATION SIZES VARY

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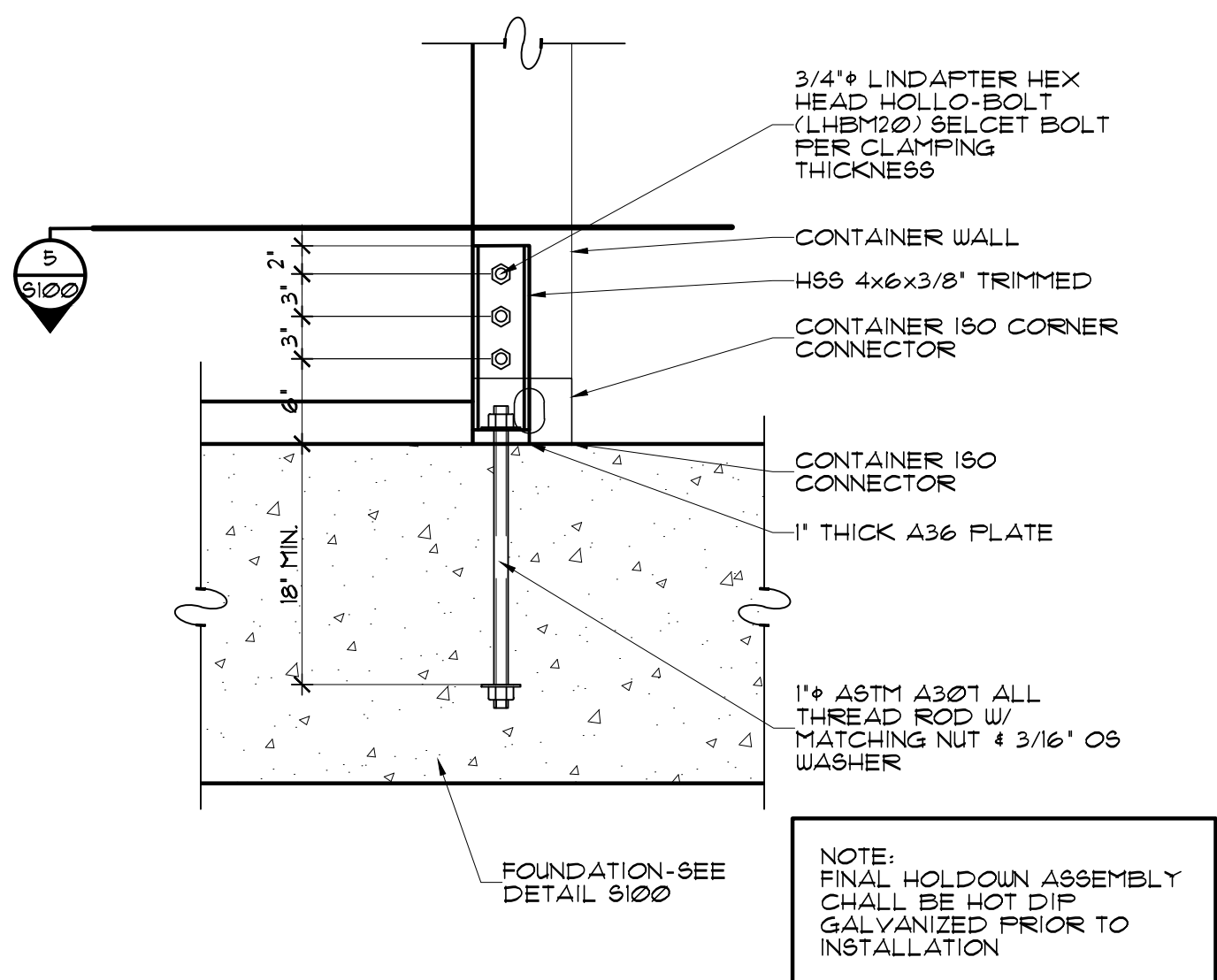
2 FOUNDATION DETAIL
SECTIONS

SCALE : 1/2" = 1'-0"



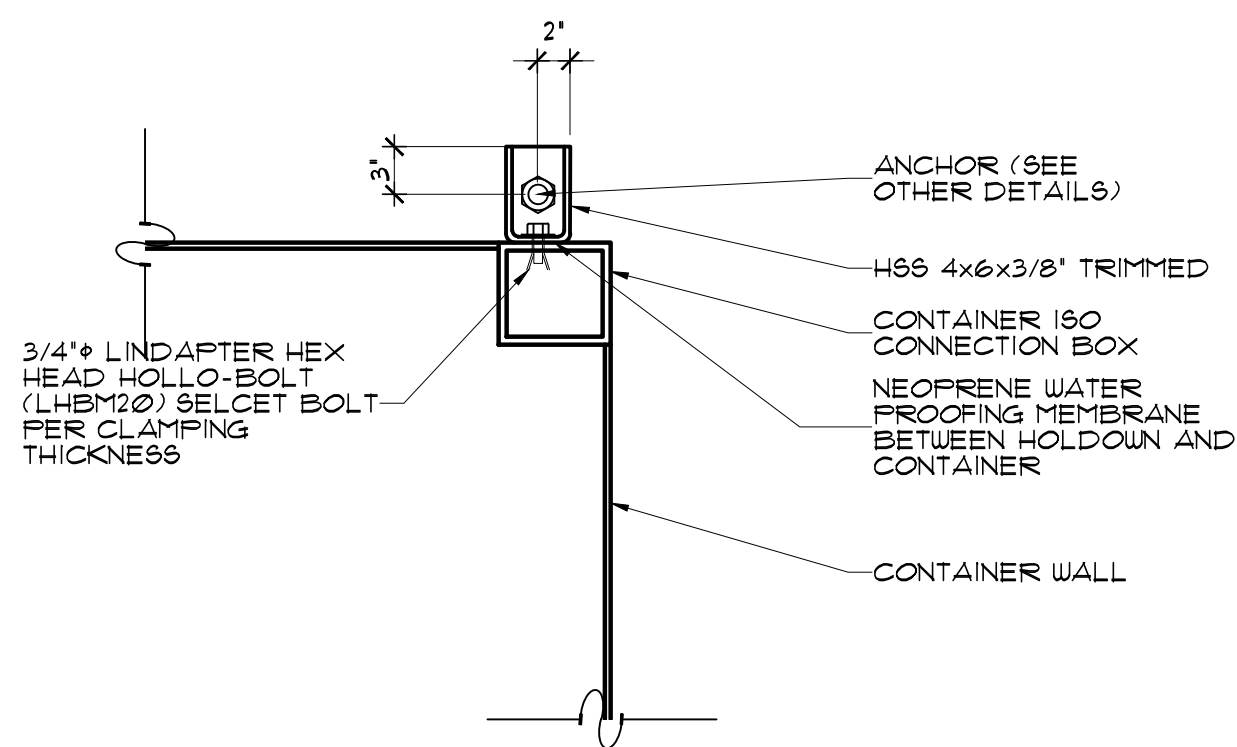
3 INTER-CONTAINER CONNECTIONS

SCALE : 1" = 1'-0"



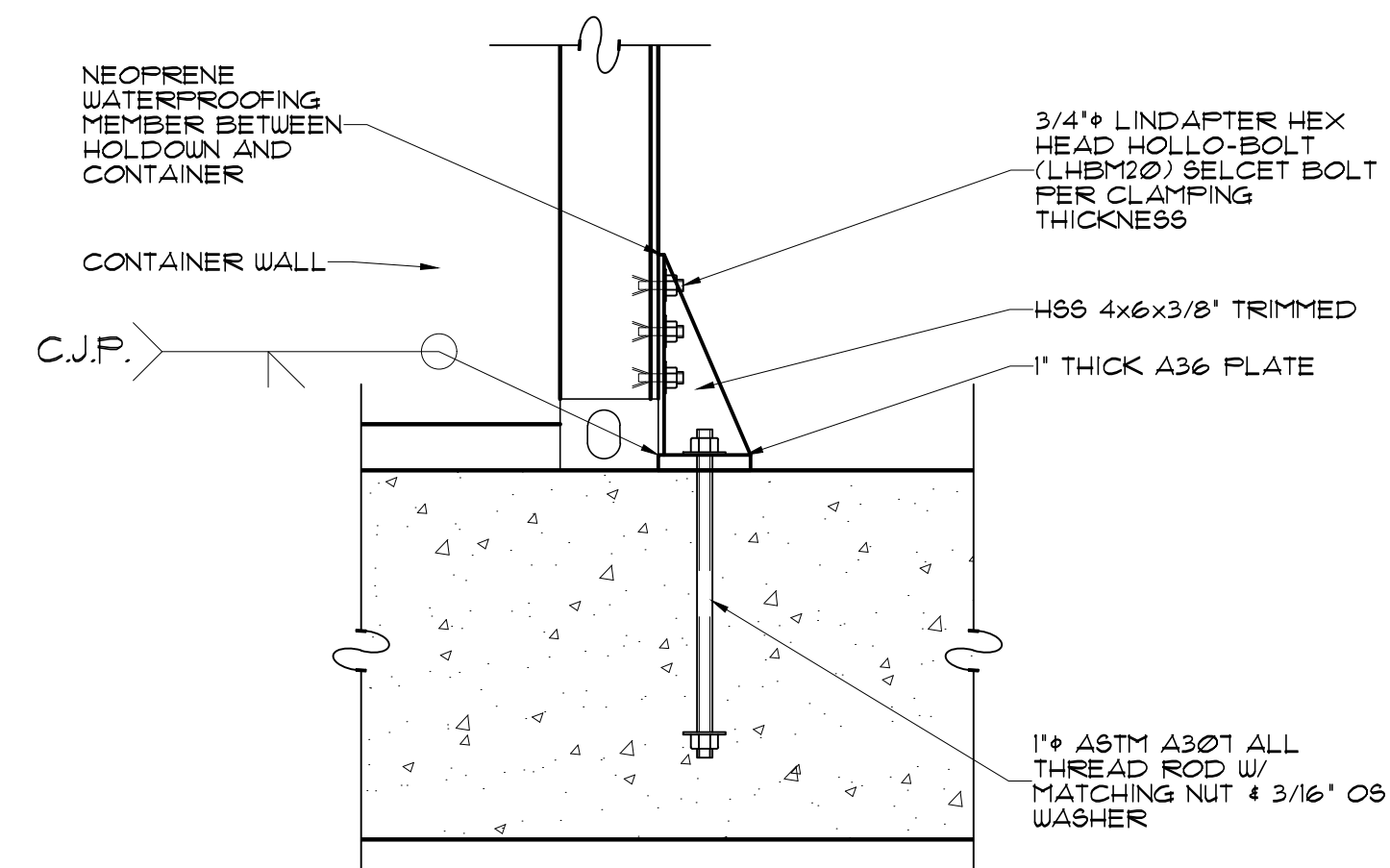
4 END TIE DOWN
ANCHOR CONNECTION
ELEVATION

SCALE : 1" = 1'-0"



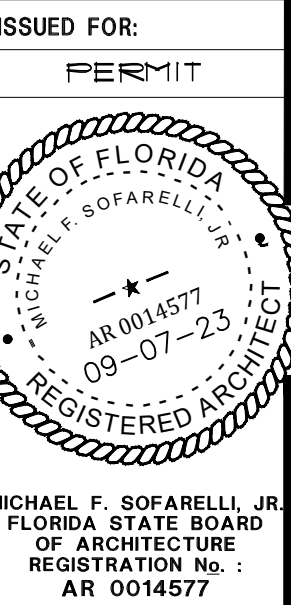
5 END TIE DOWN
ANCHOR CONNECTION
PLAN

SCALE : 1" = 1'-0"



6 END TIE DOWN
ANCHOR CONNECTION
ELEVATION

SCALE : 1" = 1'-0"



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TARPON SPRINGS, FL.



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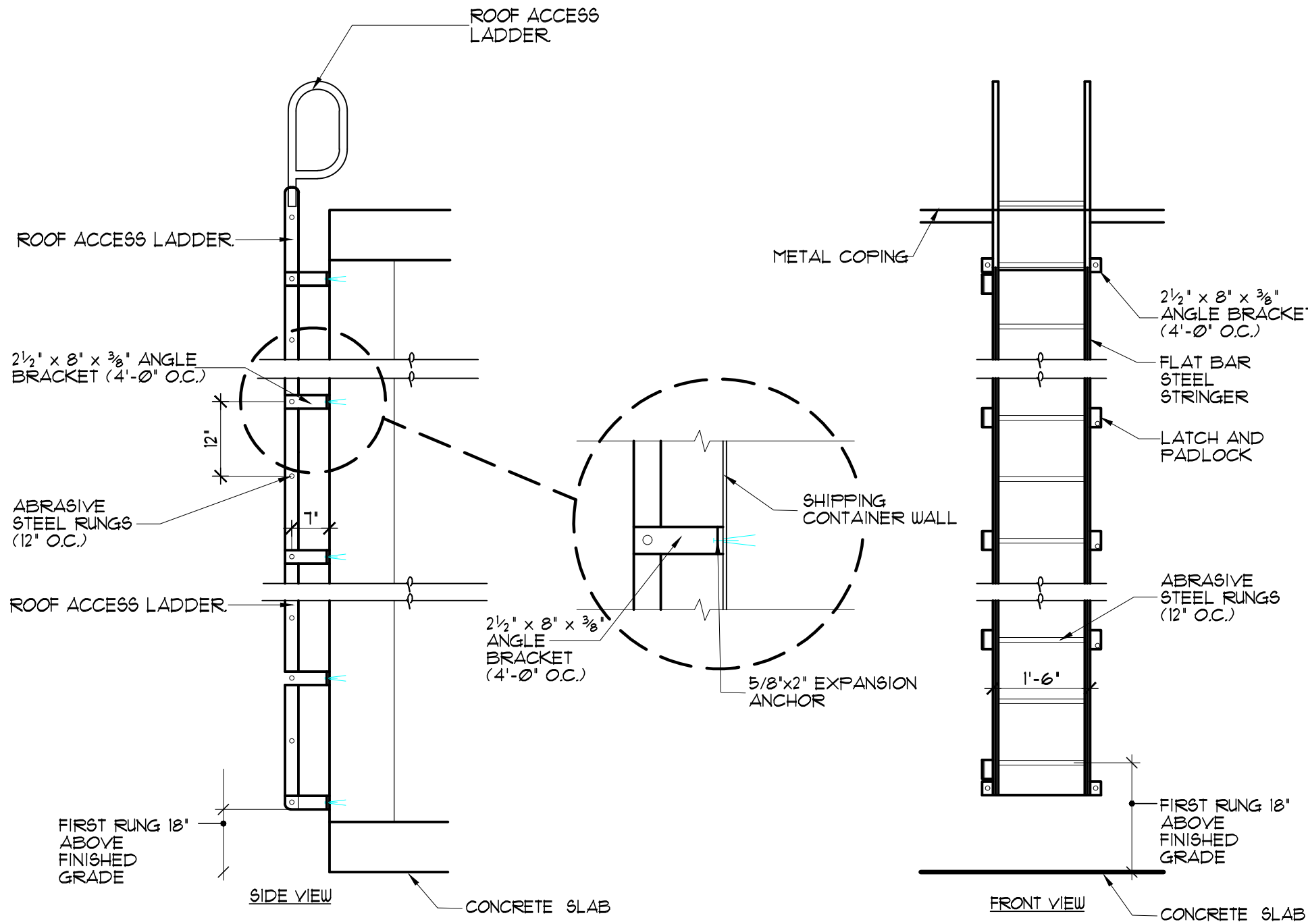
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DETAILS

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Date:
03/28/2024

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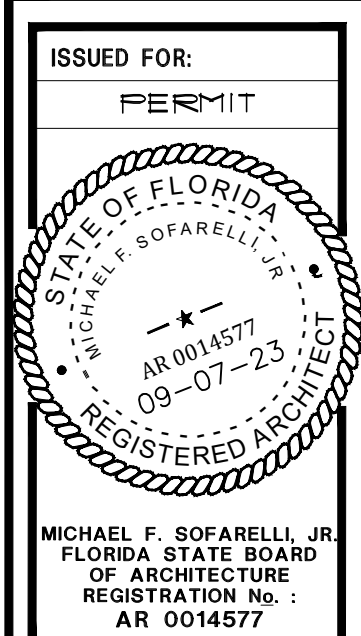
1
6200

ROOF LADDER

LADDER SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURE'S INSTALLATION INSTRUCTIONS AND PRODUCT APPROVAL.

SCALE: 1/2" = 1'-0"

LADDER SHALL FULLY COMPLY WITH ALL APPLICABLE REQUIREMENTS IN SECTION 306.5 OF FBCM REGARDLESS OF ANY ERRORS AND/OR OMISSIONS IN THE DETAIL FOR SUCH LADDER



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607 ISLAND DRIVE,
TARPON SPRINGS, FL.



SOFARELLI & ASSOCIATES ARCHITECTURE
MICHAEL F. SOFARELLI, JR., A.I.A.
6545 14TH AVENUE NORTH
CLEARWATER, FLORIDA 33760 P. 727-530-3535
EMAIL: MIKE@SOFARELLIARCH.COM

Revisions:

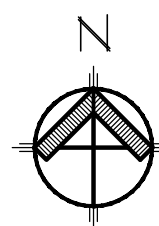
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DETAILS

Filename:
WILD SEAFOOD

Date:
03/28/2024

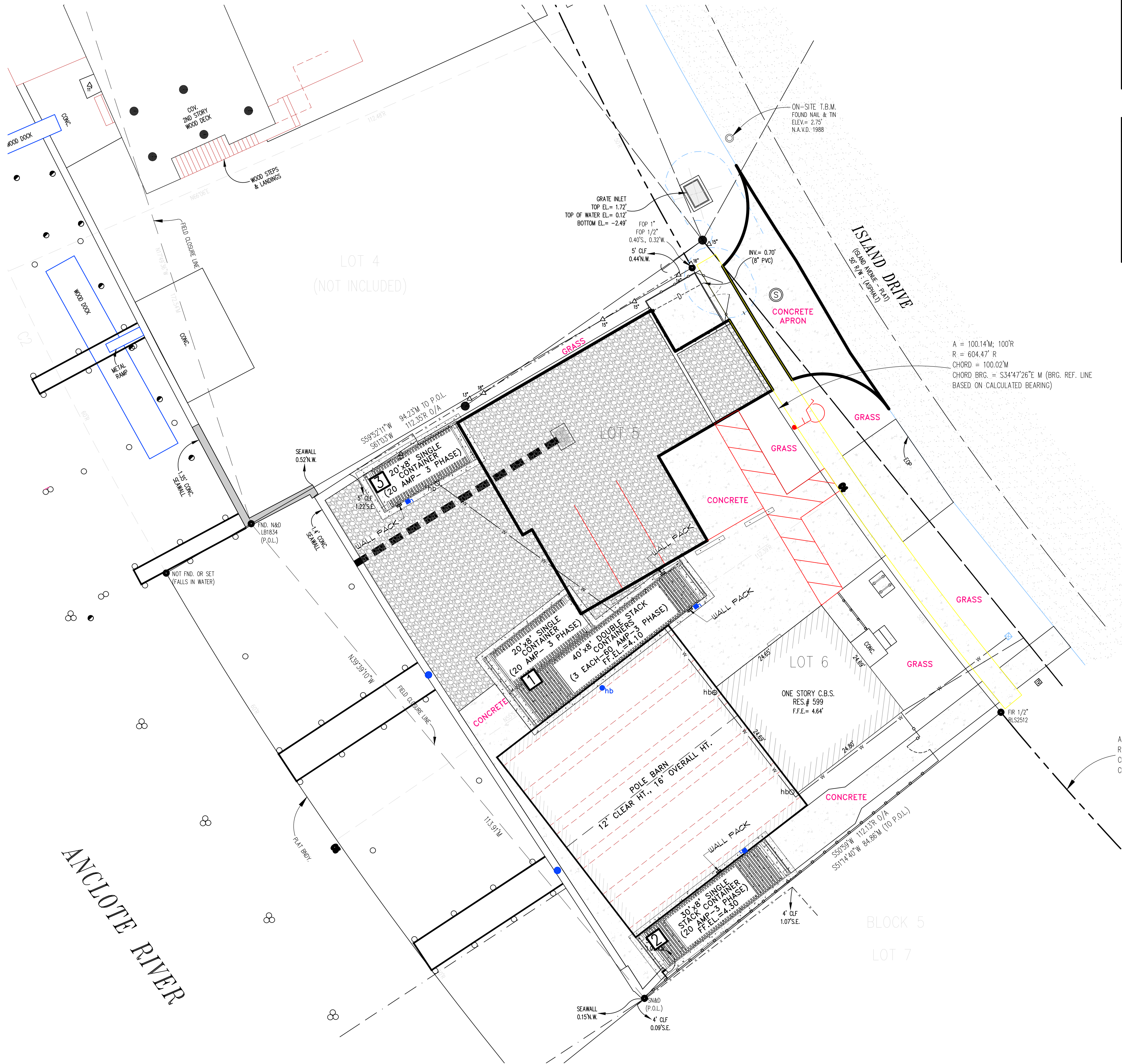
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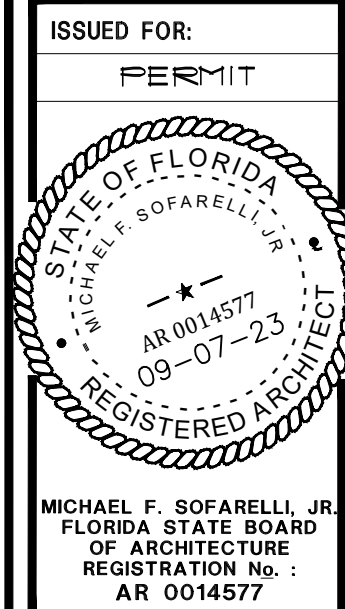
SITE LIGHTING PLAN

SCALE : 1/32" = 1'-0"



SITE LIGHTING SCHEDULE

SITE LIGHTING SCHEDULE



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607 ISLAND DRIVE,
TARPON SPRINGS, FL.



Revisions:

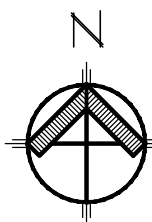
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LIGHTING

Filename:
WILD SEAFOOD

Date:
03/28/2024

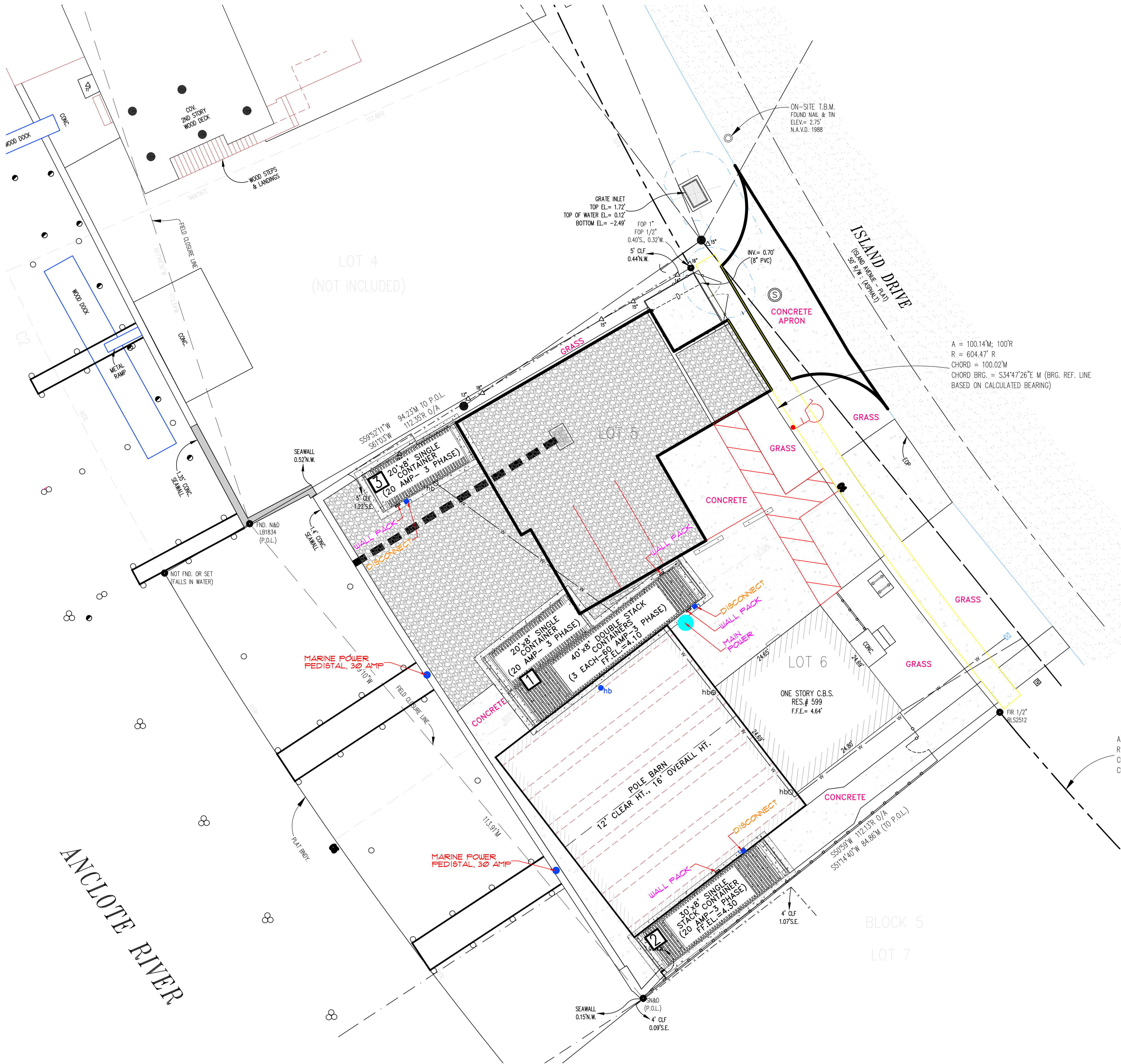
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24--

Sheet:
E-6L



SITE POWER PLAN

SCALE : 1/32" = 1'-0"



ISSUED FOR:
PERMIT

STATE OF FLORIDA
MICHAEL F. SOFARELLI, JR.
AR 0014577
09-07-23
REGISTERED ARCHITECT

MICHAEL F. SOFARELLI, JR.
FLORIDA STATE BOARD
OF ARCHITECTURE
REGISTRATION No.:
AR 0014577

WILD SEAFOOD CO.
607 ISLAND DRIVE,
TARPON SPRINGS, FL.

SOFARELLI & ASSOCIATES ARCHITECTURE
MICHAEL F. SOFARELLI, JR., A.I.A.
15365 14th AVENUE NORTH
CLEARWATER, FLORIDA 33760 P. 727-530-3535
EMAIL: MIKE@SOFARELLIARCH.COM

Revisions:

Content:

ELECTRIC SITE
LIGHTING

Filename:
WILD SEAFOOD

Date:
03/28/2024

Proj. no.
24---

Sheet:
1-00



(877) 219-9946
www.vikingsteelstructures.com
sales@vikingsteelstructures.com



VIKING
STEEL STRUCTURES

Customer Information

Name	Jason Delacruz		
Street		County	
City		State	FL Zip
Phone	(727) 639-6565	Cell	
Email	jasonwilldseafoodco@gmail.com		

Building Specialist Information

Quote Date	6/21/2023
Name	Luis O.
Direct Line	910-621-4236
Email	
Luis.O@vikingsteelstructures.com	

Lot must be level, no more than 3" off-level, and clear of obstacles or unit may not be installed.

5% return trip fee if lot is unlevelled and unit cannot be installed

Note that frame is 1ft shorter than roof length

Building	Size	40	W	44	L	12	H
	Style	Commercial					
	Gauge	☐	12 GA.	☒	14 GA.		
	Certification	150mph					
Colors	Roof						
	Side(s)						
	End(s)						
	Trim						
Property	Surface Type						
	Lot ready?	☐	Yes	☐	No		
	Lot leveled?	☐	Yes	☐	No		
	Electricity?	☐	Yes	☐	No		

Item	Description	Qty	Price	Totals	
	40x44 Commercial	1	\$17,195.00	Sub-Total	\$18,589.50
	12' Side Height	1	\$1,900.00		
	12GA	1	\$1,560.00	Tax 7.000%	\$1,301.27
				Down 20.00%	\$3,717.90
	Limited discount 6-30-23		-\$2,065.50	Total	\$16,172.87
				Extra Labor	\$0.00
				Permit Fees	\$0.00
				Other Fees	\$0.00
				Sur-Charge	\$0.00
				Balance Due	\$16,172.87
				Office Use Only:	
				Check ☐	M.O ☐
				Cashier's ☐	C/C ☐
				Other:	
				Notes/Reminders:	
	QUOTE VALID FOR 5 BUSINESS DAYS			FREE DELIVERY & INSTALLATION	
	STANDARD COLORED GALVANIZED SCREWS ARE INCLUDED UNLESS UPGRADED			LOCK IN WITH DEPOSIT, PLACE ON HOLD WITH NO PENALTY!!	
	Manufacturer may require 50% of remaing balance at scheduling			VSS DOES NOT PROVIDE CEMENT/GROUND WORK	
	TOTAL PRICE DELIVERED AND INSTALLED			**CUSTOMER IS RESPONSIBLE FOR PULLING PERMIT IF NEEDED**	
	\$19,890.77				
	TOTAL PRICE WITH DISCOUNT: \$				



APPLICATION ADDENDUM
CERTIFICATE OF CONCURRENCY FORM

INSTRUCTIONS

Please complete the form fully and submit with the associated development application, **DIGITALLY** through the Planning and Zoning online application portal (goPost/ePlan). Please attach additional sheets as necessary.

1. TYPE OF DEVELOPMENT ACTIVITY

- ☒ Site Plan for Commercial Development
☐ Site Plan for Residential Development
☐ Final Subdivision Plat
☐ Conditional Use
☐ Other: _____

- ☐ Planned Development:
☐ Residential
☐ Commercial
☐ Industrial

2. GENERAL INFORMATION

PROJECT NAME LUGGERS BACKUP, LLC
ADDRESS/LOCATION 599 ISLAND DRIVE, TARPON SPRINGS, FLORIDA 34689
TAX PARCEL NUMBER(S) 12-27-15-53352-005-0060
LEGAL DESCRIPTION LUTEAN SHORES BLK 5, LOTS 5 & 6
SITE ACREAGE Upland <u>0.20</u> Wetland _____ Submerged <u>0.08</u> Total <u>0.28</u>

3. PROPOSED DEVELOPMENT *(Complete applicable table)*

RESIDENTIAL DEVELOPMENTS	
NUMBER OF UNITS:	
Single-Family:	N/A
Two-Family:	N/A
Multi-Family:	N/A
Mobile Homes:	N/A
Recreational Vehicle Sites:	N/A
Beds (ACLF, ALF, etc.)	N/A

NON-RESIDENTIAL DEVELOPMENTS	
TYPE OF USE(S):	GROSS SQUARE FOOTAGE:
COMM. FISHING	12,186



4. LEVEL OF SERVICE IMPACT *(This table must also be included in the site plan set)*

SERVICE TYPE	EXISTING	PROPOSED
POTABLE WATER (GALLONS PER DAY)	100	1200
SANITARY SEWER (GALLONS PER DAY)		15
SOLID WASTE (TONS PER YEAR) One (1) 4 CY dumpster (800 lbs - full) emptied 2x/week		41.6
TRANSPORTATION ITE CATEGORY: 210 / 150	TOTAL TRIPS PER DAY: 9 PEAK HOUR TRIPS: 1	TOTAL TRIPS PER DAY: 10 PEAK HOUR TRIPS: 1
STORMWATER DRAINAGE: <i>Provide separate analysis for review.</i>		

5. ADDITIONAL CONCURRENCY REQUIREMENTS *(if applicable)*

MOBILITY MANAGEMENT

If the proposed development projects is located within deficient road corridors and generate more than 50 new peak hour trips, please provide the following:

- ☐ Transportation Management Plan [[LDC Section 122.11.03](#)]
☐ Traffic Study
☒ Does Not Apply to Proposed Project

HURRICANE SHELTER

If the proposed development project is a residential development of 50 or more units and involves a site that is wholly or partially located within the Pinellas County Evacuation Zones A, B, or C, please submit the following, consistent with [LDC Section 122.12](#):

- ☐ Hurricane Shelter Impact Analysis
☒ Does Not Apply to Proposed Project

6. SIGNATURE(S)/AUTHORIZATION

APPLICANT/PROPERTY OWNER/AGENT SIGNATURE(S):

The information included in and with this form is completely true and correct to the best of my knowledge.

(Applicant's Signature)

(Date)

(Owner's Signature)

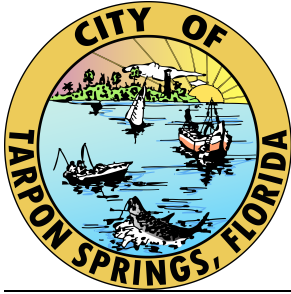
(Date)

(Agent's Signature)

(Date)

GREG PRESBY; TRANSYSTEMS
AGENT FOR PROPERTY OWNER

8/1/2024



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	23.156 PNZ - LUGGERS BACKUP LLC _ Site
Project Address	599 Island United States
Files and Attachments	12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf 50 Percent Phase Architect Structural LUGGERS BACKUP- 4-3-24.pdf Design Development

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If you have questions concerning any of the above information, please do not hesitate to contact the Planning Department for assistance.

Building

[Sheet 10 | Comment 00041 | Architect Structural LUGGERS BACKUP- 4-3-24.pdf]

Keith Meade

All electrical equipment will need to be installed 1' above BFE

Fema

[Sheet 1 | Comment 00016 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Megan Araya

Not enough information was provided to complete a FEMA review. Provide a narrative and keep in mind all NFIP, FEMA, and FBC regulations must be met.

Fire

[Sheet 3 | Comment 00027 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Rick Kinney

With the change of occupancy, the office/storage space within the existing on-site structure shall have an approved and inspected fire extinguisher, exit lights and an emergency light in any ADA bathroom. -Per AHJ

Provide detail for access/egress to elevated freezer area.

KPW Interim Fire Marshal 1/8/24

Planning and Zoning

[Comment 00006]

Patricia McNeese

The Site Plan submittal is incomplete. The following items, required per Section 210.02 of the Land Development Code were not located:

stormwater management documentation

- landscaping and screening plans
- elevation views and floor plans
- dumpster location and detail

- lighting locations and detail
- loading zones
- signage locations

5/2/2024 COMMENT UPDATE: The above items were not located in the plan sets with the exception of floor plans and elevations for the containers.

6/6/2024 COMMENT UPDATE: The elevation views and floor plans were not located in the submittal. Please submit at least one elevation view of the pole barn and existing building, preferably, as viewed from the southeast side adjacent to the property at 597 Island Drive. Freestanding lighting and signage were not located and therefore, presumed not included with this project.

[Comment 00042]

Patricia McNeese

This document contains comments resulting from the June 6, 2024 meeting of the Technical Review Committee.

[Comment 00043]

Patricia McNeese

It is strongly suggested that the narrative be revised, or a separate narrative supplied that describes the sizes of vehicles that are picking up product from this site along with the routes and times of traffic, especially if the proposed route goes through neighborhoods or uses the roundabout at the west end of Dodecanese Blvd. The applicant should provide enough information for the Board of Commissioners to evaluate the impact of the type of traffic generated by this use, how it compares with previous use of the site, and the suitability of proposed vehicles for the local street network and condition.

Public Services

[Sheet 3 | Comment 00026 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Heather Freundel

Complete and submit a Utility Availability Statement

Please provide the estimated water and sewer flows

This parcel shall be master metered.

This shall be an above ground reduced pressure meter assembly.

Any adjustments to the utilities due to the project are the contractor's responsibility.

Any food prep, must follow the City's FOG program.

The contractor shall field verify all utilities.

The City requires 48 hours notice prior to any work completed on the mains.

All restoration is the contractor's responsibility.

Public Works

[Sheet 3 | Comment 00031 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Anthony Mannello

Major concern with using crushed concrete and having a direct discharge to the canal.
Consider alternate surface or some type of filter basket/sediment trap.

[Sheet 1 | Comment 00035 | Architect Structural LUGGERS BACKUP- 4-3-24.pdf]

Anthony Mannello

Show Sediment & Erosion Control sheet (SWPP).

Stormwater

[Sheet 4 | Comment 00033 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Robert Dorzback

The crushed stone area is subject to vehicular use, and the proposed grate inlet and outfall pipe on plan sheet 4 have the potential to directly discharge sediments to the Anclote River. Downstream of the inlet, provide an additional drainage manhole structure, which incorporates a sediment sump, baffle, and an oil/grease skimmer.

Reviewers

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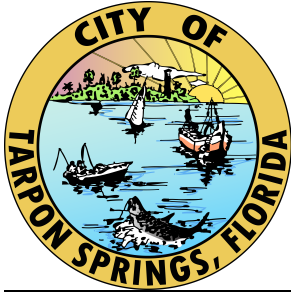
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City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	23.156 PNZ - LUGGERS BACKUP LLC _ Site
Project Address	599 Island United States
Files and Attachments	12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf 50 Percent Phase Architect Structural LUGGERS BACKUP- 4-3-24.pdf Design Development

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Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustments, or Board of Commission review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project scheduled for public hearing by Planning and Zoning staff.

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If you have questions concerning any of the above information, please do not hesitate to contact the Planning Department for assistance.

Arborist

[Comment 00001 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Shannon Brewer

Specific To Zone SD

- a. Landscape islands in interior parking lots shall only occur at the end of drive aisles. Islands should be the minimum size for healthy growth for the specific species of Tree.
- b. Porous paving materials may be used in order to increase stormwater infiltration on site.
- c. Buffers and screening elements shall be used to screen parking areas from public view, to screen service yards and other places that are unsightly.
 - 1. A Frontage Landscape Buffer, which may also include the Sidewalk, shall be a minimum of ten (10) feet in depth, measured from the Frontage Line and running its full width.
 - i. A minimum of one (1) Tree shall be planted within the first Layer for every 700 square feet of Frontage Landscape Buffer.
 - ii. Fifty (50) percent or more of the Frontage Landscape Buffer must have Shrubs and vegetative cover.
 - 2. Shrubs shall be a three (3) gallon container and twenty-four (24) inches height minimum, and of a type that, at maturity, will provide a continuous opaque screen at least thirty-six (36) inches in height.
 - 3. Trees shall be four (4) inches caliper minimum, or in the case of Evergreen Trees, twelve (12) feet minimum height.

[Sheet 4 | Comment 00002 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Shannon Brewer

Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all time during construction to prevent siltation and turbid discharges. No grading, clearing, or filling shall be commenced until control measures have been inspected between the disturbed area and any inlets, waterbodies, watercourses, and wetlands.

[Sheet 4 | Comment 00003 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Shannon Brewer

Landscape Plans shall be prepared in conjunction with the design development and construction documents for the First Layer of Lots

Landscape Plans shall contain sufficient information regarding existing and proposed landscape elements as needed to meet with the requirements of this code and for approval by the TRC.

Building

[Sheet 10 | Comment 00041 | Architect Structural LUGGERS BACKUP- 4-3-24.pdf]

Keith Meade

All electrical equipment will need to be installed 1' above BFE

Fema

[Sheet 1 | Comment 00016 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Megan Araya

Not enough information was provided to complete a FEMA review. Provide a narrative and keep in mind all NFIP, FEMA, and FBC regulations must be met.

Fire

[Sheet 3 | Comment 00027 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Rick Kinney

With the change of occupancy, the office/storage space within the existing on-site structure shall have an approved and inspected fire extinguisher, exit lights and an emergency light in any ADA bathroom. -Per AHJ

Provide detail for access/egress to elevated freezer area.

KPW Interim Fire Marshal 1/8/24

Planning and Zoning

[Comment 00005]

Patricia McNeese

This project is located in the SDc Marine Industrial/Commercial transect of the Special Area Plan and in the Sponge Docks Character District. The applicant stated at the Technical Review Committee that the use on the plan set (retail) is incorrect. The use is actually a commercial fishing use that may be considered as marine-related industrial. Please provide a narrative and revised plan set that describes and shows the character and operation of the use including floor plans, product handling, employees, operating hours, and similar characteristics.

5/2/2024 COMMENT UPDATE: The narrative description requested above was not found in the submittal. Please provide a narrative description. The proposed use on the site data table has been changed to "SDC (Special District Commercial General)." Please change the use to "marine-related industrial facility."

[Comment 00006]

Patricia McNeese

The Site Plan submittal is incomplete. The following items, required per Section 210.02 of the Land Development Code were not located:

stormwater management documentation

- landscaping and screening plans
- elevation views and floor plans
- dumpster location and detail
- lighting locations and detail
- loading zones
- signage locations

5/2/2024 COMMENT UPDATE: The above items were not located in the plan sets with the exception of floor plans and elevations for the containers.

[Comment 00009 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Patricia McNeese

The containers appear to be proposed as permanent structures. Please include them in the floor area calculations on the site data table. Please provide the proposed height of the

single and double stacked containers. Please provide information on how the containers will be used.

5/2/2024 COMMENT UPDATE: Thank you for providing the height of the container structure as requested above. Please provide the floor area as part of the floor area calculations (see comments on Site Data table. Please provide, in the narrative or on the plan, information on how the containers will be used.

[Sheet 3 | Comment 00011 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Patricia McNeese

The applicant stated at the Technical Review Committee that the use on the plan set (retail) is incorrect. The use is actually a commercial fishing use that may be considered as marine-related industrial. Once we have received a narrative of the project describing the characteristics of the use, the proposed floor area and floor plan for each building, a final determination of the use classification will be made. The required parking will be determined based on the final use classification.

[Comment 00014]

Patricia McNeese

Please provide an application for a Certificate of Concurrency. Please also provide a table on the plan set showing facility impacts for potable water consumption and sanitary sewer generation in gallons per day, solid waste generation in tons per year, and vehicular trip generation in daily and highest peak hour trips. Please indicate the net increase or decrease from the current use of the property.

[Comment 00017]

Patricia McNeese

The applicant should be aware of recent amendments to the Land Development Code that have not yet been codified into Municode. The executed ordinances are being provided with this comment transmission:

- Ordinance 2023-08 regarding fees and charges
- Ordinance 2022-24 regarding development in the Coastal High Hazard Area
- Ordinance 2023-09 expiration of development orders

[Comment 00018]

Patricia McNeese

The applicant owns the adjacent property to the northwest at 607 Island Drive. A permit for reconfigured multi-slip dock was recently issued for both properties (Permit #23-2340). Please revise the plans to show the permitted docking reconfiguration. It appears, from the combined dock reconfiguration that the applicant is operating one use/business from both properties, thereby qualifying them as an aggregate development. The Property Appraiser lists the use of the property at 607 Island Drive as "boat sales and marine equipment..." Please revise the plans to include all property proposed for the retail establishment, or, if these are to remain as two separate uses, please provide that information in the narrative.

5/2/2024 COMMENT UPDATE: The above has not been provided.

[Comment 00028]

Patricia McNeese

The Municipal Arborist has provided standards for landscaping in this district. However, the Smartcode does provide some for flexibility based on the characteristics of the use. Please provide a plan that includes a landscape plan and rationale supporting the design.

5/2/2024 COMMENT UPDATE: The above was not provided. However, use of marked "green" space area with the Municipal Arborist and Public Works will be discussed at TRC.

[Comment 00036]

Patricia McNeese

This document contains comments from the May 2, 2024 meeting of the Technical Review Committee.

[Sheet 3 | Comment 00037 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Patricia McNeese

Ensure that all proposed setbacks on the site data table are correct. Rear setback is measure from the waterline (seawall) and is shown to be a minimum of 2.6 feet on the plan set. Site data table lists it as 45.8 feet. There is an additional "warrant," "4 feet" setback noted that doesn't seem to apply to anything. Please update the setback table.

[Sheet 3 | Comment 00038 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Patricia McNeese

Maximum floor area ratio in the Sponge Docks Character District is 1.0. Please update this figure. Total building area is given as 3,170 square feet. Total floor area is given as the same number. At least one of the structures (double stacked container) has 2 floors. Please update all figures in the table to reflect the correct building area/building coverage, presumed to be

3,170 square feet, and, to reflect the correct floor area on site (to include all floors in each building).

[Sheet 3 | Comment 00039 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Patricia McNeese

Please provide a narrative describing the use of the site, number of employees, etc., in support of the number of proposed parking spaces.

[Sheet 3 | Comment 00040 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Patricia McNeese

Where is the dumpster?

Public Services

[Sheet 3 | Comment 00026 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Heather Freundel

Complete and submit a Utility Availability Statement

Please provide the estimated water and sewer flows

This parcel shall be master metered.

This shall be an above ground reduced pressure meter assembly.

Any adjustments to the utilities due to the project are the contractor's responsibility.

Any food prep, must follow the City's FOG program.

The contractor shall field verify all utilities.

The City requires 48 hours notice prior to any work completed on the mains.

All restoration is the contractor's responsibility.

Public Works

[Sheet 3 | Comment 00031 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Anthony Mannello

Major concern with using crushed concrete and having a direct discharge to the canal. Consider alternate surface or some type of filter basket/sediment trap.

[Sheet 1 | Comment 00035 | Architect Structural LUGGERS BACKUP- 4-3-24.pdf]
Anthony Mannello

Show Sediment & Erosion Control sheet (SWPP).

Stormwater

[Sheet 4 | Comment 00019 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]
Robert Dorzback

Please note per §§ 141.03 Stormwater Retrofits, that If the additional development, redevelopment, or alteration of the site involves an excess of 30% of the existing gross floor area the developed site, more than ½ acre, regardless of the gross floor area percentage, or involves the subdivision of an existing developed site to increase the number of development parcels, the entire pre-existing site conditions shall be made to conform to the requirements of §§ 141.00 through 141.08.

[Sheet 4 | Comment 00020 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]
Robert Dorzback

The subject project does not meet the Exemption criteria outlined in Chapter 141.01 and must therefore meet City requirements listed in Chapters 141.05 and 141.06.

[Sheet 4 | Comment 00021 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]
Robert Dorzback

Please submit a complete application package that demonstrates the project has been designed in accordance with the City's Stormwater Management Regulations, Chapter 141. Please do not submit separate drainage calculations. All calculations must be bound into a single report signed and sealed by the project engineer.

[Sheet 4 | Comment 00022 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]
Robert Dorzback

Please submit a Stormwater Management Plan meeting the requirements listed in Chapter 141.06.

[Sheet 4 | Comment 00023 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Robert Dorzback

Please ensure that the proposed site development will not increase runoff discharge at the southeast property line adjacent to Lot 7, and that any increased discharge from the site will not adversely impact the existing roadway drainage system.

[Sheet 3 | Comment 00025 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Robert Dorzback

Please provide all other agency (SWFWMD, etc.) exemptions/approvals needed for the project construction.

[Comment 00032]

Robert Dorzback

Provide written responses to all open stormwater comments.

[Sheet 4 | Comment 00033 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Robert Dorzback

The proposed grate inlet and outfall pipe on plan sheet 4 have the potential to directly discharge sediments to the Anclote River. Consider incorporating a baffle in the structure to ensure solids are trapped, or provide details for "trash guard cover" referenced in structure call out.

[Sheet 4 | Comment 00034 | 12F - 314230079-SP - 599 Island Drive - 04-01-2024.pdf]

Robert Dorzback

It appears that the #57 stone on plan sheet 4 is intended to be used as dry retention storage? Note that the area is subject to vehicular use and wheel loads could cause compaction of the in situ soils beneath the stone. Provide drainage calculations demonstrating sufficient water quality volume and recovery. Provide reasonable assurance that the stone will be maintained to prevent clogging with fines over time. Consider incorporating a bmp that uses cells as structural support.

Reviewers

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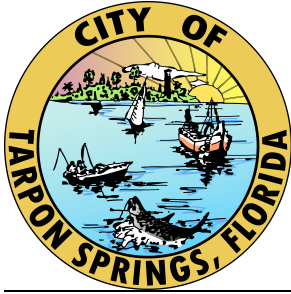
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City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	23.156 PNZ - LUGGERS BACKUP LLC _ Site
Project Address	599 Island United States
Files and Attachments	04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf Design Development

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Arborist

[Sheet 4 | Comment 00001 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Shannon Brewer

Specific To Zone SD

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[Sheet 4 | Comment 00002 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

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[Sheet 4 | Comment 00003 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

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Landscape Plans shall contain sufficient information regarding existing and proposed landscape elements as needed to meet with the requirements of this

code and for approval by the TRC.

Fema

[Sheet 1 | Comment 00016 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Megan Araya

Not enough information was provided to complete a FEMA review. Provide a narrative and keep in mind all NFIP, FEMA, and FBC regulations must be met.

Fire

[Sheet 3 | Comment 00027 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Rick Kinney

With the change of occupancy, the office/storage space within the existing on-site structure shall have an approved and inspected fire extinguisher, exit lights and an emergency light in any ADA bathroom. -Per AHJ

Provide detail for access/egress to elevated freezer area.

KPW Interim Fire Marshal 1/8/24

Planning and Zoning

[Comment 00004]

Patricia McNeese

This document contains comments resulting from the January 4, 2024 Technical Review Committee meeting.

[Comment 00005]

Patricia McNeese

This project is located in the SDc Marine Industrial/Commercial transect of the Special Area Plan and in the Sponge Docks Character District. The applicant stated at the Technical Review Committee that the use on the plan set (retail) is incorrect. The use is actually a commercial fishing use that may be considered as marine-related industrial. Please provide a narrative and revised plan set that describes and shows the character and operation of the use including floor plans, product handling, employees, operating hours, and similar characteristics.

[Comment 00006]

Patricia McNeese

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- lighting locations and detail
- loading zones
- signage locations

[Sheet 3 | Comment 00008 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Patricia McNeese

Please complete the Site Data Table information.

[Sheet 3 | Comment 00009 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Patricia McNeese

The containers appear to be proposed as permanent structures. Please include them in the floor area calculations on the site data table. Please provide the proposed height of the single and double stacked containers. Please provide information on how the containers will be used.

[Sheet 3 | Comment 00010 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Patricia McNeese

What is the proposed ground surface material in the unmarked center of the property (see page 3 of the plan)? Please label with the proposed surface.

[Sheet 3 | Comment 00011 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Patricia McNeese

The applicant stated at the Technical Review Committee that the use on the plan set (retail) is incorrect. The use is actually a commercial fishing use that may be considered as marine-related industrial. Once we have received a narrative of the project describing the characteristics of the use, the proposed floor area and floor plan for each building, a final determination of the use classification will be made. The required parking will be determined based on the final use classification.

[Sheet 3 | Comment 00012 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Patricia McNeese

Please add bicycle parking with design detail meeting Smartcode requirements for at least 2 bicycle parking spaces.

[Comment 00013]

Patricia McNeese

Please see the [Special Area Plan Sponge Docks Character District](#) (PDF page 46 of that document) for floor area ratio and impervious surface ratio requirements. Please see the [Smartcode](#) for additional code requirements.

[Comment 00014]

Patricia McNeese

Please provide an application for a Certificate of Concurrency. Please also provide a table on the plan set showing facility impacts for potable water consumption and sanitary sewer generation in gallons per day, solid waste generation in tons per year, and vehicular trip generation in daily and highest peak hour trips. Please indicate the net increase or decrease from the current use of the property.

[Comment 00015]

Patricia McNeese

It is noted that the Pinellas County Property Appraiser lists the use of this property as "single family." However, historic aerial photography and current conditions indicate that the property has also been continuously used for commercial fishing operations.

[Comment 00017]

Patricia McNeese

The applicant should be aware of recent amendments to the Land Development Code that have not yet been codified into Municode. The executed ordinances are being provided with this comment transmission:

- Ordinance 2023-08 regarding fees and charges
- Ordinance 2022-24 regarding development in the Coastal High Hazard Area
- Ordinance 2023-09 expiration of development orders

[Comment 00018]

Patricia McNeese

The applicant owns the adjacent property to the northwest at 607 Island Drive. A permit for reconfigured multi-slip dock was recently issued for both properties (Permit #23-2340). Please revise the plans to show the permitted docking reconfiguration. It appears, from the combined dock reconfiguration that the applicant is operating one use/business from both properties, thereby qualifying them as an aggregate development. The Property Appraiser lists the use of the property at 607 Island Drive as "boat sales and marine equipment..." Please revise the plans to include all property proposed for the retail establishment, or, if these are to remain as two separate uses, please provide that information in the narrative.

[Comment 00028]

Patricia McNeese

The Municipal Arborist has provided standards for landscaping in this district. However, the Smartcode does provide some for flexibility based on the characteristics of the use. Please provide a plan that includes a landscape plan and rationale supporting the design.

[Comment 00029]

Patricia McNeese

Please include a sidewalk along Island Drive for the entire frontage length of both properties.

[Comment 00030]

Patricia McNeese

The applicant noted at the Technical Review Committee meeting that portions of the seawall on both properties are scheduled for rehabilitation.

Public Services

[Sheet 3 | Comment 00026 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Heather Freundel

Complete and submit a Utility Availability Statement

Please provide the estimated water and sewer flows

This parcel shall be master metered.

This shall be an above ground reduced pressure meter assembly.

Any adjustments to the utilities due to the project are the contractor's responsibility.

Any food prep, must follow the City's FOG program.

The contractor shall field verify all utilities.

The City requires 48 hours notice prior to any work completed on the mains.

All restoration is the contractor's responsibility.

Stormwater

[Sheet 4 | Comment 00019 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Robert Dorzback

Please note per §§ 141.03 Stormwater Retrofits, that If the additional development, redevelopment, or alteration of the site involves an excess of 30% of the existing gross floor area the developed site, more than ½ acre, regardless of the gross floor area percentage, or involves the subdivision of an existing developed site to increase the number of development parcels, the entire pre-existing site conditions shall be made to conform to the requirements of §§ 141.00 through 141.08.

[Sheet 4 | Comment 00020 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Robert Dorzback

The subject project does not meet the Exemption criteria outlined in Chapter 141.01 and must therefore meet City requirements listed in Chapters 141.05 and 141.06.

[Sheet 4 | Comment 00021 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Robert Dorzback

Please submit a complete application package that demonstrates the project has been designed in accordance with the City's Stormwater Management Regulations, Chapter 141. Please do not submit separate drainage calculations. All calculations must be bound into a single report signed and sealed by the project engineer.

[Sheet 4 | Comment 00022 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Robert Dorzback

Please submit a Stormwater Management Plan meeting the requirements listed in Chapter 141.06.

[Sheet 4 | Comment 00023 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Robert Dorzback

Please ensure that the proposed site development will not increase runoff discharge at the southeast property line adjacent to Lot 7, and that any increased discharge from the site will not adversely impact the existing roadway drainage system.

[Sheet 3 | Comment 00024 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Robert Dorzback

Please note that the proposed impervious areas appear to be below the thresholds described in SWFWMD Applicant's Handbook Vol II, and set forth in subsection 62-330.020(2) of F.A.C.

[Sheet 3 | Comment 00025 | 04 - 314230079-SP - 599 Island Drive - 12-12-2023_DSS.pdf]

Robert Dorzback

Please provide all other agency (SWFWMD, etc.) exemptions/approvals needed for the project construction.

Reviewers

Shannon Brewer
(727) 942-5617
sbrewer@ctsfl.us

Patricia McNeese
(727) 942-5611
pmcneese@ctsfl.us

Megan Araya
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Robert.Dorzback@wsp.com

Heather Freundel
(727) 938-3711
hfreundel@ctsfl.us

Rick Kinney
(727) 938-3737
rkinney@tsfr.us



Board of Commissioners

Memorandum

Date: September 3, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2024-26:** Conditional Use approval for property located at 438 Athens Street (Application 24-48); **Quasi-Judicial**

Recommendation

Staff recommends APPROVAL of Resolution 2024-26, with the following condition:

1. A building permit for the construction of the single-family dwelling shall be obtained within one (1) year of the effective date and kept in active status through issuance of a Certificate of Occupancy.
2. The scale/massing of the building, and, the defining architectural features of the building's front facade shall be maintained. This does not include the attached wood sign. New windows and doors may be located on the sides and rear of the structure and should be appropriately scaled/styled to conform with the vernacular storefront-style building.

The Planning and Zoning Board reviewed this item on August 19, 2024 and recommended approval by a unanimous vote.

Background

The applicant is seeking conditional use approval to allow the conversion of an existing structure in the WDI (Waterfront Development District) zoning district from a store with office/apartment to a single family detached dwelling.

Location and Survey/Plan





Funding

N/A

Strategic Plan Objective

D.2.2: Encourage infill redevelopment through incentives for vacant and unkept properties



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[AUGUST 19, 2024 / SEPTEMBER 3, 2024]

STAFF REPORT

Application No. / Project Title: #24-48 (Damianakis); **Resolution #2024-26**

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: Nikitas Damianakis

Property Size: +/- 4,000 square feet (0.10 acres)

Current Zoning: WDI (Waterfront Development District)

Current Land Use: CG (Commercial General)

Location / Parcel ID: 438 Athens Street / 12-27-15-41202-000-0260

BACKGROUND SUMMARY:

The applicant is seeking conditional use approval to allow the conversion of an existing structure in the WDI (Waterfront Development District) zoning district from a store with office/apartment to a single family detached dwelling.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of Resolution 2024-26, with the following condition:

1. A building permit for the construction of the single-family dwelling shall be obtained within one (1) year of the effective date and kept in active status through issuance of a Certificate of Occupancy.
2. The scale/massing of the building, and, the defining architectural features of the building's front facade shall be maintained. This does not include the attached wood sign. New windows and doors may be located on the sides and rear of the structure and should be appropriately scaled/styled to conform with the vernacular storefront-style building.

CURRENT PROPERTY INFORMATION:

Use of Property:	Store with office/apartment (store currently vacant)
Site Features:	Existing single-story block building (approx. 1,944 square feet), driveway, rear yard
Vehicle Access:	This property gains access from Athens Street.



SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	WDI (Waterfront Development District)	CG (Commercial General)
South:	WDI (Waterfront Development District)	CG (Commercial General)
	Zoning:	Land Use:
East:	RM (Residential Multifamily)	CL (Commercial Limited)
West:	R-60 (One and Two Family Residential)	RM (Residential Medium)

PLANNING CONSIDERATIONS:

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

1. The applicant is proposing to convert an existing building into a single family detached residence. The building is currently vacant and is listed by the Pinellas County Property Appraiser as a "commercial store with office or apartment." Per Section 25.14(D) of the Land Development Code (LDC), the WDI zoning district allows single family dwellings with conditional use approval.
2. The subject property has been zoned WDI since 1976. Per Section 25.14(A) of the LDC, the WDI district is intended "to provide for tourist-oriented development adjacent to the Anclote River and Lake Tarpon waterfront, to provide for the economic viability of the Sponge Dock area, to provide for the redevelopment of those areas, and to provide for water dependent, as well as water related activities." Uses allowed by right in the WDI district include:
 - a. Commercial Off-Street Parking
 - b. Eating Establishments, Sit Down and Taverns
 - c. Emergency Service Facilities
 - d. Hotels
 - e. Outdoor Café and Restaurant Seating
 - f. Outdoor Markets
 - g. Residential Over Ground Floor Commercial
 - h. Retail Food Establishments
 - i. Retail Sales Establishments
 - j. Wet-Slip Marinas.
3. Prior to the adoption of the Sponge Docks and CRA Special Area Plan and the SmartCode, most of the area north of the subject property, including the Sponge Docks, was zoned WDI. After the adoption of the Special Area Plan in 2011, there were only 22 parcels remaining in the WDI district. Of those, eleven are developed with single family homes and nine are vacant. Two of the properties, including the subject lot, are classified as commercial by the Pinellas County Property Appraiser. All but two of the existing single family residences were developed prior to the current Land Development Code going into effect, with a majority of the homes being building in the 1920s. According to the Pinellas County Property Appraiser the subject property was built in 1960.
4. It is noted, based on the above, that the adoption of the City's Special Area Plan and Smartcode replaced the majority of the WDI zoning that met the original tourist-oriented intent. The fact



that the east and west blocks along the Athens Street corridor south of Mill Street were excluded from the Special Area Plan indicates that this primarily residential area was not a primary focus of tourist-oriented redevelopment originally envisioned.

5. The subject property is designated as a contributing property in the Greektown National Register Historic District/Traditional Cultural Property. The applicant is expected to renovate the inside of the structure. The extent of exterior renovations, if any, are unknown. Renovation of this structure to a single family dwelling is exempt from the Site Plan approval process per Section 210.01(C) of the LDC.
6. The building was built in 1960 and includes several notable architectural features associated with that time period including recessed storefront, large metal-framed display windows, transom-style fixed display window with street number, terrazzo floor at threshold, tiled window sills, commercial style awning, flat roof with parapet, and metal storefront-style door. As this is a contributing structure in the national district and a conditional use, the City may want to require retention of these defining features, particularly on the front facade. The applicant would also be required to retain these features if they wish to take advantage of any available flood code and building code flexibility provided for historic structures.

REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial

evidence. These standards, along with planning staff's provisional findings of fact are provided below:

1. Conformance with the requirements of the Land Development Code.

Provisional Findings: The applicant provided a survey of the property and building. The WDI zoning district uses dimensional standards of the R-60 zoning district for construction of new single family detached dwellings. This 4,000 square-foot lot is a legal nonconforming lot platted in 1927. Both the lot creation and the building construction pre-date the current LDC. The existing front yard setback (approximately 3.5 feet) and the existing north side yard setback (less than two feet) do not conform to the R-60 district standards. The survey also shows encroachment of buildings from the adjacent lot to the south (424 Athen Street, Lot 25), which are not expected to affect this request for conditional use. As a legal nonconforming structure, the building being converted will be allowed to continue provided that the structural nonconformities are not increased. The applicant has not proposed any building additions, but only a change of use to the existing structure. There is an existing driveway that can accommodate the minimum two-car parking required for a single family residence. The applicant has discussed the proposed interior renovation concepts with the Planning and Zoning staff and the Building Development staff. That project is expected to be able to meet all applicable standards of the Land Development Code, building codes, fire codes, and the Floodplain Management codes.



- 2. The use to which the property may be put is appropriate to the property in question and is compatible with existing and planned uses in the area.**

Provisional Findings: The proposed project is in an area that is predominately single family residential. The small historic lot size is conducive to a single family home. The property has been in the WDI district since 1976 and was included in the mixed use vision of the larger sponge docks tourist area. However the immediate area has remained predominately single family and, as such, was intentionally excluded from the City's Special Area Plan in 2011, when the boundary of the intended mixed use area was updated and refined.

- 3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.**

Provisional Findings: The site is in the CG (Commercial General) Future Land Use Map (FLUM) category which allows residential uses on sites of 5 acres or less. The property is approximately 4,000 square feet in size. The site is appropriate for the proposed use and the project is consistent with the City's Comprehensive Plan.

- 4. The conditional use will not result in significant adverse impacts to the environment or historical resources.**

Provisional Findings: This project is not proposed on an environmentally sensitive site. The subject site is a contributing property within the Greektown National Register Historic District/Traditional Cultural Property. The district recognizes the cultural history of the area, but

does not establish specific design regulations for new development. There is available flexibility in the Floodplain Management standards for contributing structures provided that exterior structural alterations do not result in removal from contributing status. The property is in an AE flood zone. The applicant has not proposed any significant exterior structural alterations and is expected to be able to take advantage of the flood code exemptions based on the property's contributing status.

- 5. The conditional use will not adversely affect adjoining property values.**

Provisional Findings: The property is located in a predominately single family residential neighborhood, with similar sized lots and home footprints. The adjoining properties to the west, east, and north are all single family residences. Developing the property as single family is not expected to adversely affect the adjoining property values.

- 6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.**

Provisional Findings: The property is currently served by existing facilities. The proposed use will not substantially affect the ability of the City to provide adequate public facilities.



7. The conditional use shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Provisional Findings: The project represents efficient and orderly development by converting an existing building that is served by existing infrastructure. Renovation of this structure will maintain and improve stability of the neighborhood by adapting the building to a renewed purpose. The City does not expect to incur any costs in continuing to provide public facilities and services to this property. The property is currently subject to a utility lien which is being handled by the City Clerk and Controller. The adaptation and reuse of the property for single family residential will help restore property viability while providing a path towards removal of the lien.

8. The public health, safety, and welfare shall be observed with any reasonable conditions necessary.

Provisional Findings: The proposed project will not adversely affect, but rather will promote, the public health, safety, and welfare of the City. It will be required to meet all applicable building, fire, and flood codes. Improvement of this property and resolution of the existing utility lien will promote the public health, safety, and welfare of the neighborhood and the City.

TECHNICAL REVIEW COMMITTEE REVIEW

The Technical Review Committee (TRC) reviewed this project on July 11, 2024. TRC comments from that meeting are included in the packet. The TRC determined that the application was complete and ready for further processing.

PUBLIC CORRESPONDENCE:

Notices were sent to 111 properties located within 500 feet of the subject property. *Staff has not received any written responses to these notices.*

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution #2024-26
3. Conditional Use Application
4. Survey
5. TRC Comments
6. Legal Public Notice

NIKITAS DAMIANAKIS

#24-48

Planning & Zoning Board Meeting – August 19, 2024
Board of Commissioners Meeting – September 3, 2024

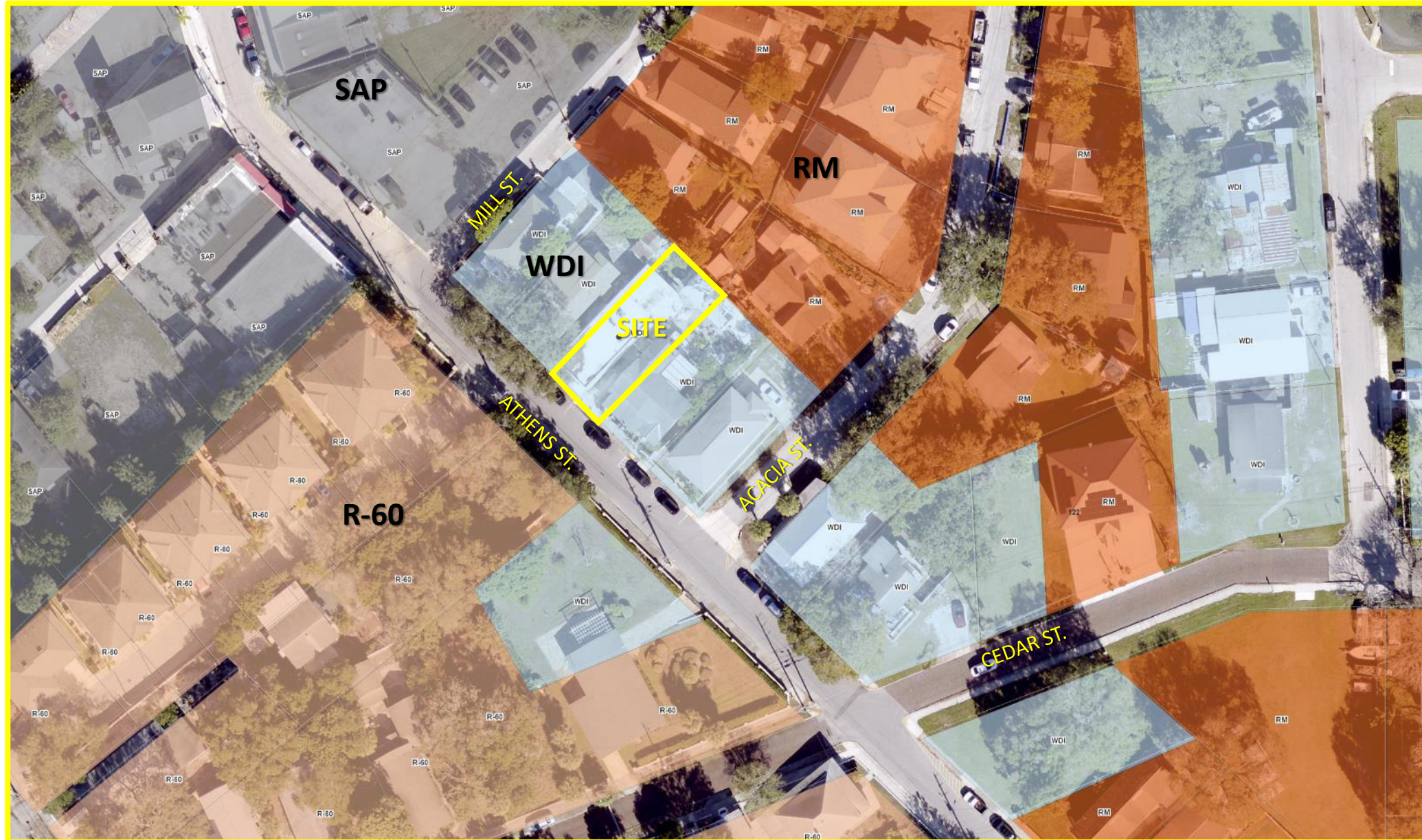




SUMMARY OF REQUEST

- **Resolution #2024-26 – Conditional Use (#24-48)**
 - Location: 438 Athens Street
 - Property Size: +/- 4,000 square feet
 - Future Land Use: CG (Commercial General)
 - Zoning: WDI (Waterfront Development District)
 - Current Use of Property – store with office/apartment
 - Proposed Use of Property – single family detached dwelling
- **Applicant/Owner**: Nikita Damianakis

LOCATION & CONTEXT



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT





CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT



LINE L1
N45°54'W
N45°55'G

LINE L2
N44°06'G
N44°04'5

LINE L3
S45°54'E
S46°09'4



WDI ZONING

- Intended to provide for tourist-oriented development adjacent to the Anclote River and Lake Tarpon waterfront, to provide for the economic viability of the Sponge Docks, to provide for the redevelopment of those areas, and to provide for water dependent, as well as water related activities.
- Property Zoned WDI Since 1976
- Permitted Uses By Right
 - Commercial Off-Street Parking
 - Eating Establishments, Sit Down & Taverns
 - Emergency Service Facilities
 - Hotels
 - Outdoor Café and Restaurant Seating
 - Outdoor Markets
 - Residential Over Ground Floor Commercial
 - Retail Food Establishments
 - Retail Sales Establishments
 - Wet-Slip Marinas

SITE PHOTO

The applicant plans to renovate the interior of the structure to a single-family residence.



CONTEXT

Looking southwest along Athens Street from the applicant's property.



ARCHITECTURAL FEATURES

Built 1960:

- *recessed storefront*
- *large metal-framed display windows*
- *transom-style fixed window with address*
- *metal storefront door*
- *terrazzo threshold floor*
- *tiled window sills*
- *commercial awning*
- *flat roof with parapet*





REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code.** The existing building predates the Land Development Code (LDC) and does not comply with district setbacks. As a legal nonconforming structure, it is allowed to continue. The proposed renovation to a single family dwelling is expected to comply with all building, fire, and flood code requirements.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** The proposed project is in a predominately single family residential area. The smaller historic lot size is conducive to a single family home. The property has been zoned WDI since 1976. The adoption of the Special Area Plan in 2011 refined the intended mixed use area to the north, leaving the subject property and surrounding block in the WDI zoning.
- 3) **The use is consistent with the Comprehensive Plan.** The CG (Commercial General) FLUM category allows residential use sites of five acres or less. The property is 4,000 square feet in area. The site is appropriate for the proposed use and the project is consistent with the City's Comprehensive Plan.
- 4) **The use will not adversely impact historical or environmental resources.** This property is not proposed on an environmentally sensitive site. It is listed as a contributing resource in the Greektown National Register Historic District/Traditional Cultural Property. There are no adopted design standards for the national district.



REVIEW CRITERIA – CONDITIONAL USE

- 5) **The use will not adversely affect adjoining property values.** The property is located in a predominately single family residential neighborhood, with similar lot sizes. The immediate surrounding properties are single family residential. Developing the property as single family is not expected to adversely affect the adjoining property values. Rehabilitating this older structure will lend stability to this neighborhood.
- 6) **The use will not adversely impact nor exceed the City's capacity to serve with public facilities.** The property is currently served with public services and will not require the extension of new services.
- 7) **The use shall provide for efficient and orderly development.** The project represents efficient and orderly development by revitalizing an existing property that is served by existing infrastructure.
- 8) **The public health, safety, and welfare shall be observed with any reasonable conditions necessary.** The proposed project is not expected to adversely affect the public health, safety, and welfare and will be required to meet all applicable building, fire, and flood codes.



PRELIMINARY STAFF RECOMMENDATION

Resolution #2024-26

Staff recommends ***approval*** of conditional use, subject to the following condition:

1. A building permit for the construction of the single-family dwelling shall be obtained within one (1) year of the effective date and kept in active status through issuance of a Certificate of Occupancy.
2. The scale/massing of the building, and, the defining architectural features of the building's front facade shall be maintained. This does not include the attached wood sign. New windows and doors may be located on the sides and rear of the structure and should be appropriately scaled/styled to conform with the vernacular storefront-style building.

Public Notice: The project was publicly noticed. No responses to mailed notice were received.

PLANNING AND ZONING BOARD RECOMMENDATION

Resolution #2024-26 (Application 23-48). The Planning and Zoning Board reviewed this item at their regular meeting of August 19, 2024 with six members present. The Board unanimously recommended approval.

RESOLUTION NO. 2024-26

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #24-48 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW THE CONVERSION OF AN EXISTING STRUCTURE TO A SINGLE FAMILY DWELLING AT 438 ATHENS STREET (LOT 26), IN THE WDI (WATERFRONT DEVELOPMENT DISTRICT) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for a Conditional Use to allow for a single family dwelling in the WDI (Waterfront Development District) zoning district; and,

WHEREAS, the Land Development Code Section 25.14(D) allows single family dwellings as a conditional use in the WDI zoning district; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of August 19, 2024; and,

WHEREAS, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and,

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

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

SECTION 1: FINDINGS

Application #24-48 meets the criteria for approving a Conditional Use as set forth in Section 209.01 of the Land Development Code.

SECTION 2: CONDITIONAL USE APPROVAL

Application #24-48 under Resolution 2024-26, requesting Conditional Use approval to allow conversion of the existing structure located at 438 Athens Street (Lot 26) to a single family detached dwelling, is approved with the following conditions:

1. A building permit for the construction of the single-family dwelling shall be obtained within one (1) year of the effective date and kept in active status through issuance of a Certificate of Occupancy.
2. The scale/massing of the building, and, the defining architectural features of the building's front facade shall be maintained. This does not include the attached wood sign. New windows and doors may be located on the sides and rear of the structure and should be appropriately scaled/styled to conform with the vernacular storefront-style building.

SECTION 3: EFFECTIVE DATE

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

DRAFT

CITY OF TARPON SPRINGS, FLORIDA
Conditional Use Application

Return to:
 Planning & Zoning Department
 324 E. Pine Street
 Tarpon Springs, FL 34689
 (727) 942-5611

(Please type or print clearly)

Property Owner(s)

Name Nikitas Damianakis		Email nikitasdamianakis@gmail.com	
Address 434 Athens Street			
City Tarpon Springs		State Florida	Zip 34689
Phone	Fax	Cellular 727-452-3580	

Applicant

Name Nikitas Damianakis		Email nikitasdamianakis@gmail.com	
Address 434 Athens Street			
City Tarpon Springs		State Florida	Zip 34689
Phone	Fax	Cellular 727-452-3580	

Agent (if applicable)

Name		Email	
Address			
City		State	Zip
Phone	Fax	Cellular	

General Information

Property Location or Address 438 Athens Street		
Legal Description (attach additional sheets as necessary) HOPE'S, S.E. SUB NO. 2 REV LOT 26		
Tax Parcel Number(s) 12-27-15-41202-000-0260		
Current Use of Property 1227 - Store w/Office or Apartment		
Conditional Use Requested 0110 - Single Family Home		
Present City of Tarpon Springs Designations	Land Use Category Mixed Use	Zoning District Waterfront Development

IMPORTANT NOTE: In connection with the approval of any Conditional Use, the Board of Commissioners may make the approval subject to conditions, stipulations and/or safeguards as it deems necessary to ensure compliance with the provisions of the Land Development Code (LDC) and/or Comprehensive Plan. Failure to comply with the approval conditions shall be deemed a violation of the LDC and be enforced as such.

CITY OF TARPON SPRINGS, FLORIDA
Conditional Use Application

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application.

I (we) certify that Nikitas C. Damianakis is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

I (we) assent to the City's Comprehensive Plan as it applies to the property. Further, it is understood that this application must be complete and accurate and the appropriate fee paid prior to processing.

Date: 6/7/24

Title Holder/Property Owner:  Nikitas Damianakis

Date: _____

Title Holder/Property Owner: _____

Date: _____

Title Holder/Property Owner: _____

Date: _____

Title Holder/Property Owner: _____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 7 day of JUNE, A.D., 2024

by Nikitas Damianakis, who is personally known to me or who has produced

PROPERTY OWNER NAME PRINTED

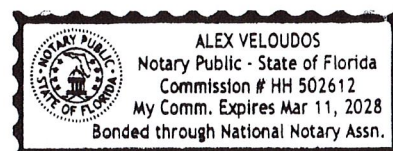
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: _____

Signature: _____

Stamp: _____



Prepared By:

Mr. Nikitas Damianakis
438 Athens St
Tarpon Springs, Florida 34689

After Recording Return To:

Mr. Nikitas Damianakis
438 Athens St
Tarpon Springs, Florida 34689

TAX PARCEL ID #:
12/27/15/41202/000/0260

QUIT CLAIM DEED

BE IT KNOWN BY ALL, that Mrs. Erine Koulianos, ("*Grantor*"), a married female **whose address is 334 Athens St, Tarpon Springs, Florida 34689**, hereby ***REMISES, RELEASES AND FOREVER QUITCLAIMS TO*** Mr. Nikitas Damianakis ("*Grantee*"), **whose address is 438 Athens St, Tarpon Springs, Florida 34689**, all right, title, interest and claim to the following real estate property located at 438 Athens St in the City/Township of Tarpon Springs, located in the County of Pinellas and State of Florida and ZIP code of 34689, to-wit:

Property having Lot No.26, with the Section No.12, and property beginning at HOPE'S, S.E. SUB NO. 2 REV LOT 26.

FOR A VALUABLE CONSIDERATION, in the amount of \$10.00 dollars, given in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as of 05/22/2019.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any party thereof.



(Grantor's Signature)

Mrs. Erine Koulianos

(Grantor's Printed Name)

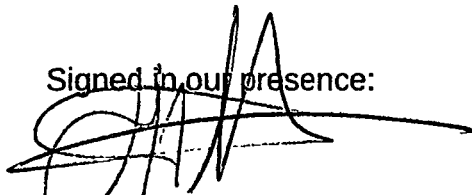


(Grantee's Signature)

Mr. Nikitas Damianakis

(Grantee's Printed Name)

Signed in our presence:



(Witness #1 Signature)

Efthymios Tsaparas

(FIRST WITNESS NAME TYPED)



(Witness #2 Signature)

Eirini Vezyropoulos

(SECOND WITNESS NAME TYPED)

Grantee's Address:

Mr. Nikitas Damianakis
438 Athens St
Tarpon Springs, Florida 34689

Mail Subsequent Tax Bills To:

Nikitas Damianakis
438 Athens St
Tarpon Springs, Florida 34689

Grantor's Address:

Mrs. Erine Koulianos
434 Athens St
Tarpon Springs, Florida 34689

STATE OF FLORIDA

COUNTY OF PINELLAS

)
) SS.
)

The foregoing Quit Claim Deed was acknowledged before me on 05/22/2019 by Mrs. Erine Koulianos, who is personally known to me or who has produced a valid driver's license and/or passport as identification, and such individual(s) having executed aforementioned instrument of his/her/their free and voluntary act and deed.

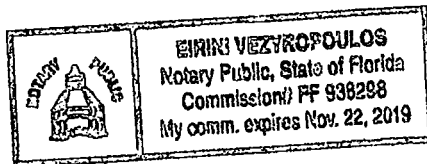
IN WITNESS THEREOF, to this Quit Claim Deed, I set my hand and seal.

Signed, sealed and delivered in the presence of:

Eirini Vezyropoulos
(Signature of Notary)

Eirini Vezyropoulos
(Printed Notary Name) Pinellas, Florida

My Commission expires: 11-22-2019

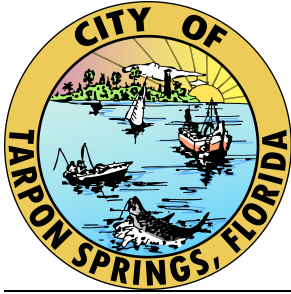


CITY OF TARPON SPRINGS, FLORIDA
Conditional Use Application

The following **MUST** be furnished with this application: [incomplete applications will not be accepted]

- ☐ **Completed original application with digital copies of all application documents**
- ☐ \$500.00 application fee plus advertisement costs which will be invoiced upon calculation by Staff
- ☐ Survey, signed and sealed by a professional land surveyor
- ☐ Legal description of the property
- ☐ Proof of ownership (a copy of the deed which conveyed title to the present owner of the property)
- ☐ Written description of proposed use
- ☐ Site plan, as applicable
- ☐ A copy of the completed DBPR Division of Alcoholic Beverages and Tobacco application if requesting a beer, wine and/or liquor license
- ☐ A detailed floor plan and preliminary report from State/County oversight agency if requesting an ACLF/ALF
- ☐ If applying to establish a Nonconforming Lot pursuant to Section 209.02, LDC the applicant must also submit an architectural elevation and a complete site plan that meets the requirements of Section 210.00, LDC *et seq.*
- ☐ Mailing labels for public notices and applicable postage charges. (City staff will prepare the labels and calculate postage charges when a complete application is submitted.)

Page 468 of 888



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	24.48 PNZ - Damianakis - Single Family Residence
Project Address	438 Athens St Tarpon Springs, FL 34689 United States
Files and Attachments	Damianakis - 438 Athens St - Survey.pdf Design Development

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustments, or Board of Commission review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project scheduled for public hearing by Planning and Zoning staff.

Please keep in mind that the Planning & Zoning Division has 90-day suspense from the date of the TRC review for the submission of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted.

If you have questions concerning any of the above information, please do not hesitate to contact the Planning Department for assistance.

Arborist

[Comment 00001 | Damianakis - 438 Athens St - Survey.pdf]

Shannon Brewer

If tree removal will be needed for construction, at time of permitting a tree removal application and supporting documentation will be required. A New Construction Checklist can be found at <https://www.ctsfl.us/building-development-department/tree-and-site-information/>

[Comment 00002 | Damianakis - 438 Athens St - Survey.pdf]

Shannon Brewer

Trees were noticed on property close to construction area. A statement showing how trees not proposed for removal or relocation are to be protected during land clearing and construction is required. Tree protection shall comply with Section 133.07, LDC. More information on tree barricades can be found at <https://www.ctsfl.us/building-development-department/tree-and-site-information/>

Fema

[Comment 00003 | Damianakis - 438 Athens St - Survey.pdf]

Megan Araya

Flood Zone is AE-8.

The structure appears to be a contributing structure on the Greektown Historical Map. Before submitting the permit application, confirmation should be made and noted for the Building Department so the appropriate plan review is conducted for PNZ, FEMA NFIP, and Florida Building Code requirements.

Planning and Zoning

[Comment 00005]

Patricia McNeese

This document contains comments resulting from the July 11, 2024 meeting of the Technical Review Committee.

[Comment 00006]

Patricia McNeese

This property is located in the Commercial General (CG) Future Land Use Map category and in the WD-I (Waterfront Development District) zoning district. The Pinellas County Property Appraiser lists the property use as "store with office or apartment." The proposed change of use to single family detached residence is allowable as a conditional use.

[Comment 00007]

Patricia McNeese

The property appears to have been used as a "neighborhood store" with the immediate surrounding area being primarily residential. The applicant wishes to convert the entire building into a single family residence. The proposed used is compatible with the surrounding single family residential area.

[Comment 00008]

Patricia McNeese

It is noted that the building is a contributing structure in the Greektown National Register District. This provides flexibility for the property owner with respect to building and flood code upgrade requirements as long as the structure remains contributing.

[Comment 00009]

Patricia McNeese

This application will be scheduled for hearing before the Planning and Zoning Board on August 19, 2024 and tentatively before the Board of Commissioners on September 3, 2024.

Public Services

[Comment 00004 | Damianakis - 438 Athens St - Survey.pdf]

Heather Freundel

This property currently has water and sewer service.

Property currently has a lien due to non-payment of utility services

Reviewers

Shannon Brewer
(727) 942-5617
sbrewer@ctsfl.us

Megan Araya
(727) 942-5604
maraya@ctsfl.us

Heather Freundel
(727) 938-3711
hfreundel@ctsfl.us

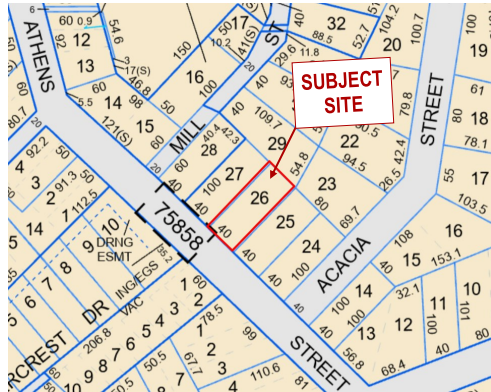
Patricia McNeese
(727) 942-5611
pmcneese@ctsfl.us

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #24.48

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 conditional use approval to allow a single family home in the WDI (Waterfront Development District) on the property located at 438 Athens Street.

(Please Reference Application #24.48)

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, August 19, 2024 at 6:30 p.m.** and the Board of Commissioners will hold one public hearing on **Tuesday, September 3, 2024 at 7:30 p.m.** All public hearings are held in the **City Hall Auditorium which is located at 324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting 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 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to Planning@ctsfl.us.

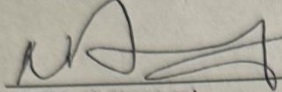


CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT
324 E. Pine Street, Tarpon Springs, FL 34689
(727) 942-5611 / planning@ctsfl.us

8. SIGNATURE(S)/AUTHORIZATION

APPLICANT'S SIGNATURE:

The information included in and with this application is completely true and correct to the best of my knowledge. Further, it is understood that this application must be complete and accurate and the appropriate fee(s) paid prior to processing.



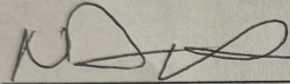
(Applicant's Signature)

8/19/24

(Date)

OWNER'S SIGNATURE*:

I 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.



(Owner's Signature)

8/19/24

(Date)

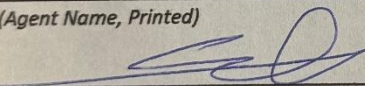
**Not required for discussion item applications*

AGENT AUTHORIZATION:

The agent named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The agent is authorized to discuss the application with city staff verbally or in person and to appear and represent the application at any public hearing.

Erine Koubianos

(Agent Name, Printed)



(Agent's Signature)

8/19/24

(Date)

8/19/24

(Date)

STATE OF FLORIDA)

COUNTY OF PINELLAS)
KP Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () Online notarization, this 19th day of August, A.D., 20 24 by Erine neetha Koubianos, who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: Kirtan R. Patel

Signature: Kirtan R. Patel

Stamp:





Board of Commissioners

Memorandum

Date: September 3, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2024-30:** Conditional Use approval and Site Plan approval for property located at 525 Hill Street (Application 24-46); **Quasi-Judicial**

Recommendation

Staff recommends **approval of Resolution 2024-30** for Conditional Use and Site Plan approval for a city parking lot with the following Site Plan conditions:

1. Bicycle rack shall meet the design standards of Table 2G of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
3. The site plan shall expire at six months from the effective date unless a building permit, with construction plans signed and sealed by a registered engineer licensed in the State of Florida, has been obtained and kept active.

This approval includes a warrant to allow a landscaping hedge in lieu of a streetscreen.

Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this item at their regular meeting of August 19, 2024 with six members present. The Board unanimously recommended approval and added the following suggestions:

- Provide signage stating rules for use of the parking lot including, no parking of recreational vehicles and no overnight parking.
- Provide directional signage to notify people coming to the sponge docks area that the City lot is available.

Background

The City of Tarpon Springs (applicant) proposes to establish a permanent public parking lot on a vacant parcel that has historically been used for parking. The parcel is located on the northwest corner of Roosevelt Boulevard and Hill Street. The City acquired this parcel on December 8, 2023. Under a temporary use permit, the City immediately set about modifying to accommodate safe parking in time for the annual Epiphany. The City has since developed plans to bring the lot into full compliance with required code standards. The property is located in the City's Special Area Plan (SAP), Sponge Docks Character District, and the T5c (Dodecanese Ave Main Street) transect. The T5c transect requires conditional use approval for a surface parking lot.

Project Location and Site Plan





Funding

Not applicable.

Strategic Plan Objective

Not applicable.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[AUGUST 19, 2024 / SEPTEMBER 3, 2024]

STAFF REPORT
August 12, 2024

Application No. / Project Title: #24-46 / City of Tarpon Springs Sponge Docks Parking Lot

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: City of Tarpon Springs

Property Size: 0.52 acres (22,774 square feet)

Current Zoning: T5c (Dodecanese Ave Main Street) Transect

Current Character District: Sponge Docks

Current Land Use: CRD (Community Redevelopment District)

Location / Parcel ID: 525 Hill Street / 12-27-15-53352-003-0060

Application Type: Conditional Use and Site Plan (#24-46)
Resolution 2024-30

BACKGROUND SUMMARY:

The City of Tarpon Springs (applicant) proposes to establish a permanent public parking lot on a vacant parcel that has historically been used for parking. The parcel is located on the northwest corner of Roosevelt Boulevard and Hill Street. The City acquired this parcel on December 8, 2023. Under a temporary use permit, the City immediately set about modifying to accommodate safe parking in time for the annual Epiphany. The City has since developed plans to bring the lot into full compliance with required code standards. The property is located in the City's Special Area Plan (SAP), Sponge Docks Character District, and the T5c (Dodecanese Ave Main Street) transect. The T5c transect requires conditional use approval for a surface parking lot.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends **approval of Resolution 2024-30** with approval of a Warrant for the Streetscreen, and, with the following conditions:

Site Plan Approval Conditions:

1. Bicycle rack shall meet the design standards of Table 2G of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.



3. The site plan shall expire at six months from the effective date unless a building permit, with construction plans signed and sealed by a registered engineer licensed in the State of Florida, has been obtained and kept active.

CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant; Has been used informally for parking in the past
Site Features:	Temporary parking lot on gravel surface
Vehicle Access:	The property is accessed from Hill Street

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	T5c (Dodecanese Ave Main Street)	Community Redevelopment District
South:	SDc (Marine Industrial/Commercial)	Community Redevelopment District
East:	T5c (Dodecanese Ave Main Street)	Community Redevelopment District
West:	SDc (Marine Industrial/Commercial)	Community Redevelopment District

PLANNING CONSIDERATIONS:

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

1. The proposal is for a 42-space parking lot with two disabled parking spaces, a bike rack, and accessibility to the adjacent existing sidewalks. While under private ownership, the property was historically used for parking. Parking is in high demand in the Sponge Docks area, especially during seasonal time of high visitation by tourists.
2. Surface parking is designated for conditional use review in five (5) of the six (6) transect districts that occur in the Sponge Docks Character District. This allows the City to evaluate each new proposal in the context of the several existing accessory and commercial parking lots that exist at the docks. The property is bordered on the north and west by existing parking lots serving the Rusty Bellies restaurant, and on the south by Tarpon Turtle Marina clubhouse and parking lot. The property to the east is vacant and also owned by the City.
3. The lot is part of a larger collection of parcels acquired by the City in 2023. It is located within easy walking distance of, but also geographically apart from, the main focus of tourist activity along Dodecanese Boulevard. Use of this property for parking is judged to be an efficient and appropriate use of this parcel to serve and support the needs of the sponge docks tourist area. The City's goal is to improve the property to a code-compliant, safe, attractive and convenient parking lot.

CONDITIONAL USE REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial evidence. These standards, along with planning staff's provisional findings of fact are provided below:



1. Conformance with the requirements of the Land Development Code.

Provisional Findings: The project meets the requirements of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area ("Smartcode") and the City's Land Development Code (LDC). See Site Plan Review Standards below for details. The conditions recommended by staff are all code requirements that will be included on the details submitted with the building permit application.

2. The use to which the property may be put is appropriate to the property in question and is compatible with existing and planned uses in the area.

Provisional Findings: The Sponge Docks Character District is "primarily comprised of tourist-oriented commercial business, restaurants and industrial waterfront uses...[and] will continue to support the working waterfront and tourist trade while increasing the number of actual residents to the area in order to improve overall neighborhood stability and support local businesses" (Special Area Plan). Public off-street parking is needed to support and maintain the stability and viability of businesses in this district. The proposed parking is conveniently situated in a transitional area between the core tourist district, the working waterfront, and the residential area further south and east. Improvement of the property to upgrade the safety, convenience and attractiveness of the parking facility is appropriate and compatible with the area.

3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.

Provisional Findings: The property is located in the Special Area Plan district. The Sponge Docks Character District anticipates the need for parking accommodation, and provides for the potential of both surface and garage forms of parking. The parking lot will be improved to address required safety, accessibility, landscaping, and other standards. The proposed use is consistent with the Comprehensive Plan.

4. The conditional use will not result in significant adverse impacts to the environment or historical resources.

Provisional Findings: The property is not located in an environmentally sensitive area. The property is not located in a City of Tarpon Springs historical district. It is not located in any local or national historic districts.

5. The conditional use will not adversely affect adjoining property values.

Provisional Findings: The subject property is situated in what may be characterized as a transitional area of activity in the Sponge Docks Character District. It is close enough to the tourist and working waterfront areas to serve their needs within a very short walking distance. It is well separated from the core residential area that starts over 700 feet to the south along Roosevelt Boulevard. During moderately busy tourist activity, it is hoped that the provision of off-street parking would help to reduce the incidence of parking along residential streets. This



parcel has been used for parking in the past. The physical upgrades and improvements planned by the City will help to sustain and enhance property values in the area.

- 6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.**

Provisional Findings: City facilities are available to serve the property. The project will utilize intermittent water service as needed for a landscape drip-irrigation system. No adverse impacts to capacity or fiscal resources are expected to serve this property and use.

- 7. The conditional use shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.**

Provisional Findings: The proposed public parking lot is an efficient and orderly use of this property that positively impacts the sponge docks tourist district. It allows the property to be of immediate service to the businesses and tourists without significant alteration of the property itself. Since no vertical construction is involved with the project, a future change of use is easily accommodated over the longer term if the City so desires.

- 8. The public health, safety, and welfare shall be observed with any reasonable conditions necessary.**

Provisional Findings: The project is proposed on a site that has been used for parking in the past. The upgrades of accessibility, landscaping, safe parking configuration, and drainage protects and promotes the health and safety of the community and helps to beautify the City. The site also includes a corner dedicated to use for sandbag distribution ahead of approaching storms. This fulfills a need for many owners who have flood-prone properties within close proximity. The City has already been able to provide this service once ahead of Tropical Storm Debby.

SITE PLAN REVIEW PROCEDURES & STANDARDS:

The process for site plan review is set forth in Section 210.03 of the Land Development Code (LDC) and calls for the Planning and Zoning Board to review the site plan for compliance with (1) the Comprehensive Plan, (2) the Comprehensive Zoning and Land Development Code, (3) the City's Concurrency Management System, and (4) the City's Building Codes to provide a written recommendation to the Board of Commissioners as enumerated in Section 210.03(C)(4) of the LDC. Staff finds that the project is compliant with the Site Plan review standards as outlined below, and, as modified by recommended Site Plan Approval conditions.

SITE PLAN REVIEW STANDARD – COMPREHENSIVE PLAN COMPLIANCE:

With staff's recommended conditions of approval, the proposed use is found to be consistent overall with the City's Comprehensive Plan. See Criterion #2 of the Conditional Use review criteria above for further discussion.



SITE PLAN REVIEW STANDARD – LAND DEVELOPMENT CODE COMPLIANCE:

The property is located within the T5c (Dodecanese Ave Main Street) transect district. The table below highlights selected standards of review from the Smartcode and the Land Development Code:

T5c Dodecanese Ave Main Street Transect

Standards (Smartcode and Land Development Code (LDC))		Proposed Project	
Dimensional Standards [Table 5B(xi)]			
Max. Impervious Surface Ratio = 0.90	✓		0.019 (1,623 square feet)
Building coverage and setbacks	✓		Not applicable – no structures proposed
Parking Requirements [Table 4E(ii)]			
By Warrant	✓		Not applicable - Principal use is parking
Driveway and Access Management [Section 4.7.2.b]			
Two-way driveways restricted to 24-foot width			One two-way driveway accessing Hill Street is 24-feet in width
Landscaping & Screening [Section 4.5.4, 4.7.1 and 4.8.8]			
One tree for every 700 square feet of frontage, 50% of more of frontage requires shrubs and vegetative cover. Open parking areas shall to be masked from frontage by a building or streetscreen. Streetscreen may be a hedge or fence by Warrant.	✓		There are seven (7) trees in place along the Roosevelt Blvd and Hill St frontages that or exceed code requirements. A landscape hedge will be used for screening of the parking lot along both frontages (see plan set). A Warrant for use of the hedge is recommended.
Bicycle Parking [Table 2F]			
Two spaces required	✓		Bicycle parking exceed two spaces.
Waste Disposal [LDC Section 139.01]			
None required (Civic use)	✓		No on-waste disposal proposed; There is a City trash can located on Roosevelt Blvd. adjacent to the site.

STANDARDS DETERMINED BY WARRANT

Section 1.5.2 of the Smartcode allows standards to be determined by warrant when justified by the Intent of the Smartcode pursuant to Section 1.3.

Streetscreen By Warrant: Section 4.5.4.e provides that a streetscreen may be replaced by a hedge or fence by Warrant. The warrant recommended below is consistent with Section 1.3, particularly with the following:

- Section 1.3.2.a: That buildings and landscaping should contribute to the physical definition of thoroughfares as civic places.
- Section 1.3.2.b: That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.

At this time, it is recommended that the City forego a wall as a screening element and re-evaluate screening in the context of future development of the surrounding vacant lands.



SITE PLAN REVIEW STANDARD – CONCURRENCY MANAGEMENT:

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

Facility	Proposed Impacts
Potable Water	150 gallons per day; daily for establishment of landscaping, and then 3 times weekly thereafter
Wastewater	Not applicable
Solid Waste	Not applicable (nearby City trash can existing and part of regular City pick-up in this area)
Transportation	The site proposes 42 parking space which are expected to be utilized during seasonal and peak activity times. The property has been used for parking in the past. The formalization of this parking use by the City is not expected to generate a net increase in trip generation.

SITE PLAN REVIEW STANDARD – BUILDING CODE:

The project is expected to be able to meet all applicable City building codes.

TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee (TRC) reviewed this project on July 11, 2024 and deemed the project complete and ready for further processing.

PUBLIC CORRESPONDENCE:

Notices were sent to property owners within 500 feet of the subject property. This included 43 addresses. Staff has not received any responses to the notices.

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution 2024-30
3. Site Plan, Landscaping Plan
4. TRC Comments
5. Public Legal Notice

CITY OF TARPON SPRINGS – #24-46 CONDITIONAL USE AND SITE PLAN

Planning and Zoning Board – August 19, 2024

Board of Commissioners – September 3, 2024





SUMMARY OF REQUEST

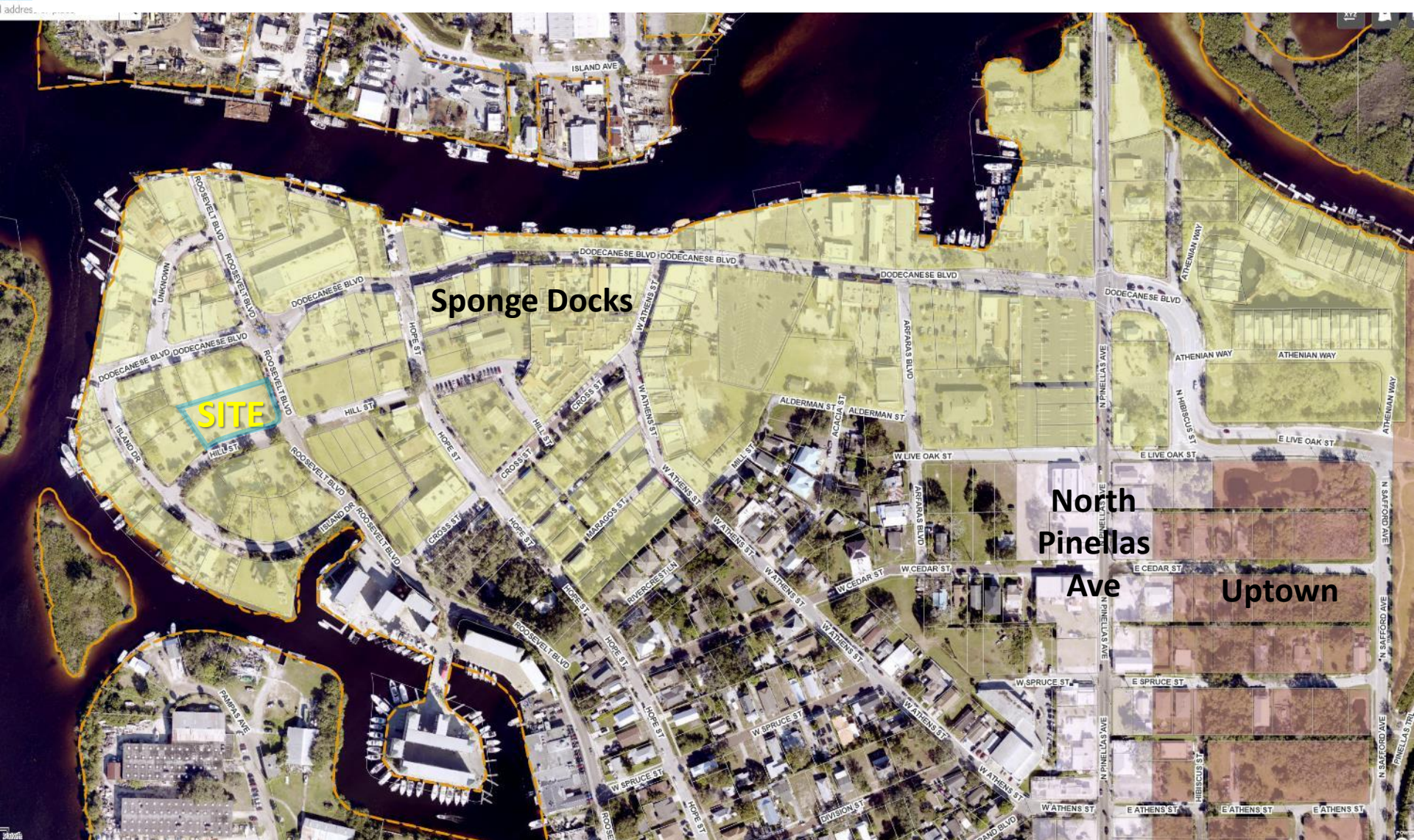
Resolution 2024-30 – Conditional Use

- Location: 525 Hill Street
- Property Size: 0.52 acres (22,774 square feet)
- Future Land Use: CRD (Community Redevelopment District)
- Character District: Sponge Docks
- Transect District: T5c (Dodecanese Ave Main Street)
- Proposed Use of Property: Vacant (has been used for parking in the past and is currently used as a temporary parking lot)

Resolution 2024-30 – Site Plan

- Property acquired by the City and modified for parking with a temporary use permit.
- Permanent public parking lot proposed to include upgrades meeting current code requirements.

LOCATION & CONTEXT – CHARACTER DISTRICTS



LOCATION & CONTEXT – TRANSECT DISTRICTS





LOCATION & CONTEXT



CURRENT TEMPORARY PARKING



SITE PLAN



LANDSCAPE PLAN

SHRUBS						
SYMBOL	QUANTITY	SIZE	SPACING	BOTANICAL NAME	COMMON NAME	HEIGHT
○	63	7 GALLON	3' O.C.	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3.5' UPON PLANTING





REVIEW CRITERIA – CONDITIONAL USE

1) **Conformance with the Land Development Code.**

The project conforms with the Land Development Code.

2) **The proposed use is appropriate to the property in question and compatible with the area.**

The use provides needed off-street parking to support the businesses in the Sponge Docks Character District. It is appropriate and compatible with the surrounding area.

3) **The use is consistent with the Comprehensive Plan.**

The use is consistent with the Special Area Plan and the Comprehensive Plan.

4) **The use will not adversely impact historical or environmental resources.**

The property is not in the Historic District and there are no environmental impacts.



REVIEW CRITERIA – CONDITIONAL USE

5) The use will not adversely affect adjoining property values.

Site upgrades and expansion of off-street parking options are expected to maintain and potentially increase property values.

5) The use will not adversely impact nor exceed the City's capacity to serve with public facilities.

6) The use shall provide for efficient and orderly development.

Facilities are available to serve the property. The property is well situated outside the core area of tourism activity but also within a short walking district of it.

8) The public health, safety, and welfare shall be observed with any reasonable conditions necessary.

Upgrades to accessibility, landscaping, safe parking layout, and drainage will provide a serviceable, safe and attractive amenity for residents and visitors. The site also includes a sand bag distribution facility in close proximity to owners of flood-prone property.



REVIEW CRITERIA – SITE PLAN

1. Compliance with the Comprehensive Plan.

The project complies with the Comprehensive Plan.

2. Compliance with applicable provisions of the Land Development Code:

The project complies with the Land Development Code.

3. Compliance with the City’s Concurrency Management System.

The project is served by facilities and complies with the concurrency management system.

4. Compliance with all other applicable City Building Codes

The project is expected to comply with all City Building Codes.



PRELIMINARY STAFF RECOMMENDATION

#24-46, Resolution 2024-30 – Staff recommends approval of the Conditional Use and Site Plan with the following conditions:

Site Plan Approval Conditions

1. Bicycle rack shall meet the design standards of Table 2G of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
3. The Site Plan shall expire at six months from the effective date unless a building permit, with construction plans signed and sealed by a registered engineer licensed in the State of Florida, has been obtained and kept active.

Public Notice Provided: An initial notice, and a second notice with corrected map. No responses have been received.



PLANNING AND ZONING RECOMMENDATION

#24-46, Resolution 2024-30 – The Planning and Zoning Board reviewed this item at their regular meeting of August 19, 2024 with six members present. The Board unanimously recommended approval and added the following suggestions:

- Provide signage stating rules for use of the parking lot including, no parking of recreational vehicles and no overnight parking.
- Provide directional signage to notify people coming to the sponge docks area that the City lot is available.

RESOLUTION NO. 2024-30

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATIONS #24-46 REQUESTING CONDITIONAL USE APPROVAL, AND, SITE PLAN APPROVAL TO ALLOW FOR A SURFACE PARKING LOT AT 525 HILL STREET IN THE T5C DODECANESE AVE MAIN STREET TRANSECT DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for a Conditional Use on property located at 525 Hill Street in the T5c Dodecanese Ave Main Street transect district; and,

WHEREAS, the City of Tarpon Springs has received an application for Site Plan approval to allow for the construction of a surface parking lot on the site totaling 22,774 square feet, more or less, in size and located at 525 Hill Street in the T5c Dodecanese Ave Main Street transect district; and,

WHEREAS, Table 4F of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area ("Smartcode) allows surface parking lots as a Conditional Use in the T5c Dodecanese Ave Main Street transect district; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of August 19, 2024; and,

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

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

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

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

SECTION 1: CONDITIONAL USE FINDINGS

Application Number 24-46 meets the criteria for approving a Conditional Use as set forth in Section 209.01 of the Land Development Code.

SECTION 2: SITE PLAN FINDINGS

Application Number 24-46 meets the criteria for approving a Site Plan as set forth in Section 210.04 of the Land Development Code.

SECTION 2: APPROVAL OF WARRANTS

The following site plan standard, determined by Warrant, is hereby found to meet the intent of the Smartcode as codified in Section 1.3 and are hereby approved for Application Number 24-46:

Approval of a landscape hedge to serve as a streetscreen.

SECTION 3: CONDITIONAL USE APPROVAL

Application Number 24-46 under Resolution 2024-30, requesting Conditional Use approval to allow for a surface parking lot on property located at 525 Hill Street in the T5c Dodecanese Ave Main Street transect district, is approved.

SECTION 4: SITE PLAN APPROVAL

Site Plan Application Number 24-46 for property located at 525 Hill Street in the T5c Dodecanese Ave Main Street transect district and further described as,

“Lots 6, 7, 8, and 9, Block 3, Lutean Shores, according to the map or plat thereof as recorded in Plat Book 20, Page 44, Public Records of Pinellas County, Florida,”

prepared and sealed by Bruno J. Arriola on August 12, 2024 and attached as Exhibit A, under Resolution 2024-30 are hereby approved with the following conditions:

1. Bicycle rack shall meet the design standards of Table 2G of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.

3. The site plan shall expire at six months from the effective date unless a building permit, with construction plans signed and sealed by a registered engineer licensed in the State of Florida, has been obtained and kept active.

SECTION 5: EFFECTIVE DATE

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

DRAFT



CITY OF TARPON SPRINGS

CONTRACT PLANS

ROOSEVELT BLVD. PARKING LOT

HILL ST.

TARPON SPRINGS, FL 34689

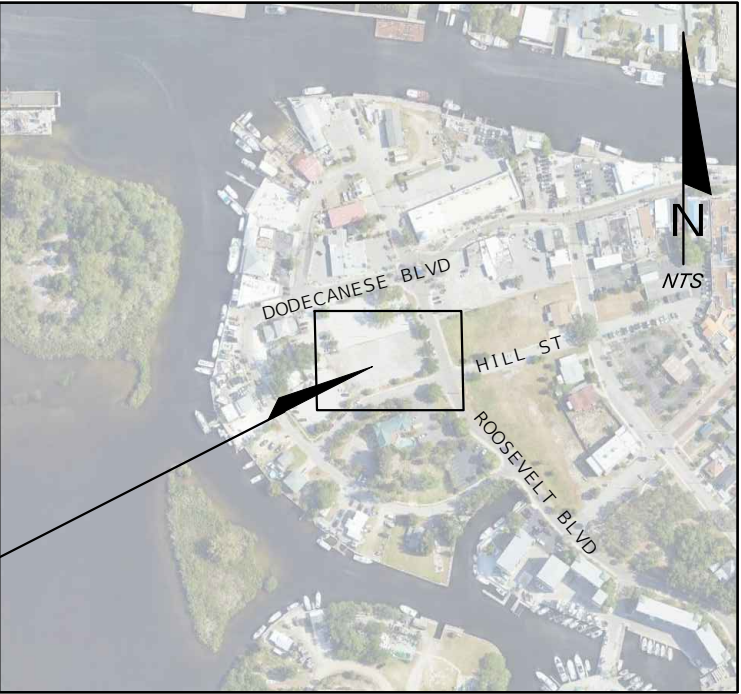
INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
01	KEY SHEET
01A	SIGNATURE SHEET
02-03	GENERAL NOTES
04	SITE PLAN SHEET
05	BASIC GRADING SHEET
06	LANDSCAPE PLAN
07	IRRIGATION PLAN
08	PHOTOMETRIC EXHIBIT

PROJECT LOCATION

N: 1389659.229

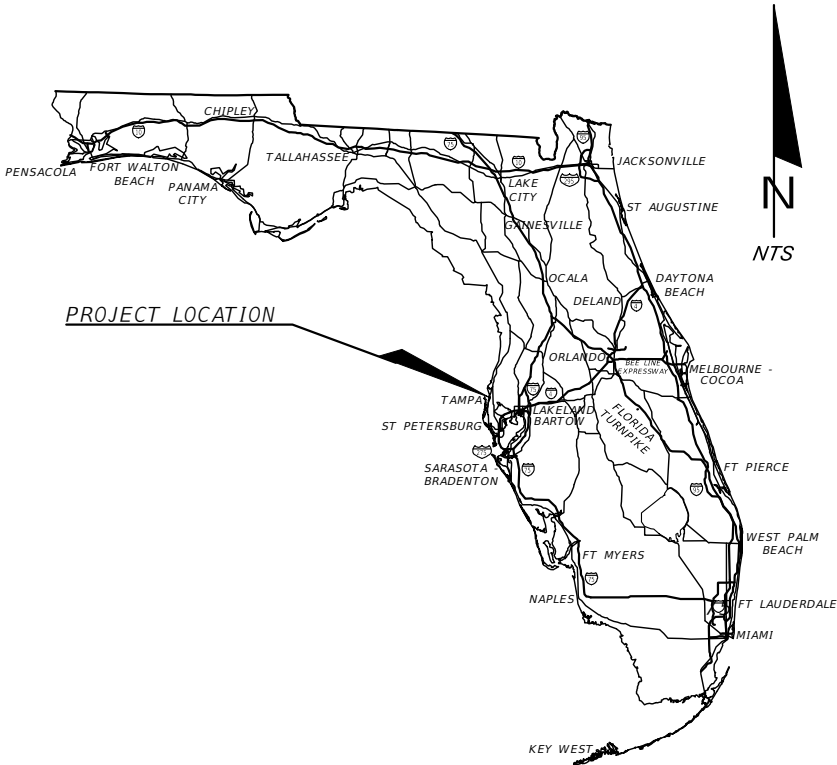
E: 410127.007



LOCATION MAP

SECTION 12, TOWNSHIP 27S, RANGE 15E

PROJECT AREA: APROX. 0.60 ACRES



CITY OF TARPON SPRINGS'S COMMISSIONERS

COSTA VATIKIOTIS	MAYOR
MICHAEL EISNER	VICE MAYOR
PANAGIOTIS KOULIAS	COMMISSIONER
JOHN KOULIANOS	COMMISSIONER
FRANK DIDONATO	COMMISSIONER

PLANS PREPARED BY:

DRMP, INC.

15310 AMBERLY DRIVE, SUITE 310

TAMPA, FL 33647

(813)265-9800

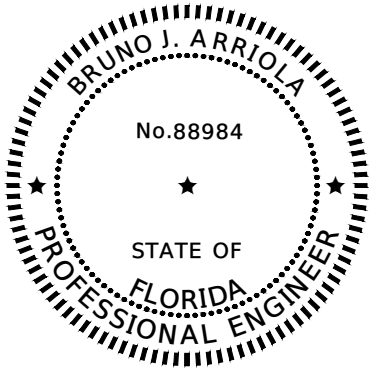
ENGINEER OF RECORD: BRUNO J. ARRIOLA

P.E. NO.: 88984

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

REVISIONS		
DATE	BY	DESCRIPTION

CITY OF TARPON SPRINGS PROJECT MANAGER BOB ROBERTSON, P.E.



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

Bruno J Arriola

Digitally signed by Bruno J Arriola
DN: cn=Bruno J Arriola,
email=arriola@drmp.com, o=DRMP INC., c=US
Date: 2024.08.12 18:00:52-0400

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647
BRUNO J. ARRIOLA, P.E. NO. 88984

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN
ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NUMBER</u>	<u>DESCRIPTION</u>
01	KEY SHEET
01A	SIGNATURE SHEET
02-03	GENERAL NOTES
04	SITE PLAN SHEET
05	BASIC GRADING SHEET
06	LANDSCAPE PLAN
07	IRRIGATION PLAN

REVISIONS					CITY OF TARPON SPRINGS 324 EAST PINE STREET TARPON SPRINGS, FL 34689 	ROOSEVELT PARKING LOT IMPROVEMENTS	CIP NO.	SHT. NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
						SIGNATURE SHEET	N/A	01A

GENERAL NOTES

- ALL WORK AND MATERIALS SHALL BE IN COMPLETE ACCORDANCE WITH ALL RELEVANT CITY STANDARDS AND REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING THE SITE PRIOR TO BIDDING AND INCLUDING ALL SERVICES, EQUIPMENT, AND MATERIALS NECESSARY FOR CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIAL FROM HIS OPERATION, FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE OWNER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION/REQUIREMENTS.
- ANY POTENTIAL IRRIGATION OR DEWATERING WATER RESOURCE ISSUES MUST BE PERMITTED THROUGH THE WATER MANAGEMENT DISTRICT PRIOR TO INITIATING IRRIGATION OR DEWATERING ACTIVITIES FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THESE PERMITS, IF NECESSARY.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM, IN THE FIELD, THE LOCATIONS AND ELEVATIONS SHOWN PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE PROVIDED SURVEY INFORMATION TO HIS SATISFACTION. CONTRACTOR IS SOLELY RESPONSIBLE FOR PROPER VERTICAL AND HORIZONTAL ALIGNMENT OF CONSTRUCTED FACILITIES, PIPELINES, AND FINISHED GRADE.
- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION AND BUILDING PLACEMENT WITH ALL OTHER UTILITIES AND SITE CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL NOT PROVIDE ACCESS TO PARTIES OTHER THAN THOSE PERFORMING ACTIVITIES ASSOCIATED WITH THIS PROJECT.
- SITE SECURITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. FENCING OF THE CONSTRUCTION AREA AND STAGING AREA OR ANY OTHER SECURITY MEASURES IS THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT PERSONAL INJURY, THEFT OF SUPPLIES OR EQUIPMENT, AND DAMAGES.
- THERE SHALL BE NO SUBSTITUTIONS OF PRODUCTS, MATERIALS, OR SPECIFICATIONS WITHOUT PRIOR APPROVAL BY THE CITY PROJECT MANAGER.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL MANUFACTURED PRODUCTS TO THE CITY PROJECT MANAGER FOR APPROVAL.
- "PROVIDE" SHALL MEAN "FURNISH AND INSTALL".
- FOR CONCRETE WALKABLE SURFACES, USE FDOT STANDARD PLANS INDEX 522-001 FOR PLACEMENT OF JOINTS
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF THE POLLUTION OF NATURAL AREAS BY FUEL, OILS, CHEMICALS, OR OTHER HARMFUL MATERIALS.

AS-BUILTS

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRODUCE, SUBMIT, AND OBTAIN APPROVAL OF REPRODUCIBLE" AS-BUILT" DRAWINGS FOR JURISDICTIONAL AGENCIES AS MAY BE REQUIRED.
- "AS-BUILT" INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. UPON COMPLETION OF THE WORK THE CONTRACTOR SHALL PROVIDE ONE COPY SIGNED AND SEALED BY A FLORIDA REGISTERED SURVEYOR AND THE AUTOCAD FILE OF AS-BUILT DRAWINGS TO THE OWNER.

MEETINGS

- THE OWNER SHALL BE GIVEN A MINIMUM FOUR (4) DAYS NOTICE OF ALL MEETINGS AND OR TESTING MEASURES RELATED TO PROJECT.
- THERE SHALL BE A MINIMUM FOUR (4) DAYS NOTICE GIVEN FOR SCHEDULING THE FINAL INSPECTION. THE FINAL INSPECTION CANNOT BE SCHEDULED PRIOR TO THE SUBMITTAL OF THE ASBUILT DRAWINGS AND THE AUTOCAD FILE SHOWING THE REQUIRED INFORMATION SHALL BE SUBMITTED TO THE OWNER.

EROSION CONTROL

- CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE EROSION AND TURBIDITY CONTROLS DURING AND FOLLOWING CONSTRUCTION UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED TO AVOID ADVERSE ENVIRONMENTAL IMPACTS TO OFF-SITE PROPERTY AND DRAINAGE SYSTEMS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DOWNSTREAM TURBIDITY / SILTATION THROUGH THE USE OF HAY BALES, SCREENS, SILTATION BASINS, CHEMICAL FLOCCULATION AND/OR ANY OTHER SUITABLE MEANS REQUIRED TO MEET FLORIDA AND FEDERAL STREAM STANDARDS. SEED AND MULCH ALL DISTURBED AREAS, SOD AS REQUIRED TO CONTROL EROSION THROUGH FINAL INSPECTION AND TO PRODUCE A UNIFORM STAND OF GRASS THROUGHOUT.
- ALL SEDIMENT AND EROSION CONTROL MEASURES TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, WETLANDS, AND WATERWAYS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS REGARDLESS OF THE MEASURES SHOW OR NOT SHOWN ON THE PLANS.
- FILL MATERIAL STOCKPILES SHALL BE PROTECTED AT ALL TIMES BY ON-SITE DRAINAGE CONTROLS WHICH PREVENT EROSION OF THE STOCKPILED MATERIAL. CONTROL OF DUST FROM SOIL STOCKPILES IS REQUIRED.
- IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTABLE METHODS.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE GRASS SEED, FERTILIZER, AND MULCH OR SOD. GRASS TYPE SHALL BE AS SELECTED BY AREA MANAGER. AREAS SHALL BE FILLED AND GRADED AS NECESSARY TO PROVE PROPER DRAINAGE. SLOPES STEEPER THAN 4:1 SHALL BE SODDED. ALL AREAS DISTURBED IN COUNTY OR STATE RIGHT-OF-WAYS SHALL BE SODDED.
- CONTRACTOR IS RESPONSIBLE FOR FINAL CONDITIONS THAT PREVENT EROSION.

TREE PROTECTION

- PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DURING SITE CLEARING, AND SHALL REMAIN IN PLACE UNTIL LAND ALTERATION, SITE CLEARING AND CONSTRUCTION ACTIVITIES ARE COMPLETE.
- REQUIRED TREE BARRICADES AND EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION.ENCROACHMENT INTO OR FAILURE TO MAINTAIN TREE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND / OR PERMIT REVOCATION.
- THE CONTRACTOR IS REQUIRED TO PREVENT DAMAGE TO TREES WHICH ARE TO REMAIN. THE CONTRACTOR SHALL BE LIABLE FOR FINES DUE TO ALL DAMAGE OF TREES THAT ARE DESIGNATED TO BE SAVED DURING CONSTRUCTION. SPECIAL CARE IS REQUIRED TO PREVENT DAMAGE TO TREES WHICH ARE TO REMAIN.
- INSTALLATION OF ARTIFICIAL BARRIERS SUCH AS PROTECTIVE BARRICADES, FENCES, POSTS, OR WALLS SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
- ALL ROOTS TO BE REMOVED DURING THE SITE CLEARING PHASE SHALL BE SEVERED CLEAN AT THE PERIMETER OF THE DESIGNATED PROTECTED RADIUS.
- A TWO-INCH (2") LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE SITE CLEARING PHASE.
- ALL TRIMMING OF PROTECTED TREES SHALL BE DONE BY A QUALIFIED, LICENSED TREE SERVICE DURING DEVELOPMENT, AND SHALL BE PRUNED IN ACCORDANCE WITH THE NATIONAL ARBORIST ASSOCIATION (NAA) PRUNING STANDARDS
- THE CONTRACTOR SHALL CONTACT THE CITY FOR ANY REQUIRED TREE BARRICADE INSPECTION.

CONSTRUCTION ACTIVITIES

- USE OF ANY MATERIALS CLASSIFIED BY THE USDA AS UNSUITABLE SHOULD NOT BE USED AS FILL SOIL UNLESS A METHOD OF MAKING THE MATERIAL SUITABLE IS APPROVED BY THE CLIENT.
- ALL ROADWAYS, DRIVEWAYS, AND BUILDING PAD LOCATIONS SHOULD BE PROOF ROLLED PRIOR TO IMPORTATION OF ADDITIONAL FILL OR SUBBASE MATERIAL (LIMEROCK OR CRUSH-CONCRETE). IN THE EVENT THAT PROPOSED COMPACTION AND DENSITIES CANNOT BE ACHIEVED, CONTRACTOR SHALL NOTIFY OWNER WITH A RECOMMENDATION TO ADDRESS THE ISSUE.
- THERE ARE TO BE NO OPEN TRENCHES LEFT AT THE END OF THE DAY.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI (28 DAY STRENGTH), UNLESS OTHERWISE INDICATED, AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI STANDARDS.
- A JOINT PLAN FOR THE CONCRETE PAVING SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE OWNER FOR APPROVAL.
- CONTRACTOR IS TO PROVIDE A ¼" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENTS OF CONCRETE WITH OTHER MATERIALS (STRUCTURES OR OTHER POURED).
- CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY DEMOLISHED MATERIALS FROM THE SITE AND DISPOSING THEM IN A LEGAL MANNER.
- THE CONTRACTOR WILL ENGAGE THE SERVICES OF A RECOGNIZED SOILS AND MATERIALS TESTING LABORATORY FOR COMPLIANCE TESTING AT THE CONTRACTORS EXPENSE. INSPECTIONS OR OTHER SERVICES DEEMED NECESSARY OR DESIRABLE BY THE CITY PROJECT MANAGER WILL BE PAID FOR BY THE CITY PROJECT MANAGER. THE COST OF ANY RE-TESTING REQUIRED, OR IMPACTS OF TIME DELAYS CAUSED BY WORK OR MATERIALS NOT MEETING STATED CONTRACT REQUIREMENTS, SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL SCHEDULE TESTING SO THAT CONSTRUCTION ACTIVITIES ARE NOT DISRUPTED. MISCELLANEOUS TESTING ABOVE AND BEYOND NORMALLY SCHEDULED TESTING MAY BE REQUESTED BY THE CITY PROJECT MANAGER AT ANY TIME. THE CONTRACTOR SHALL COOPERATE WITH SUCH ACTIVITIES

GENERAL TRAFFIC CONTROL NOTES

- CONTRACTOR TO PROVIDE MAINTENANCE OF TRAFFIC. TEMPORARY TRAFFIC CONTROL PLANS APPROVED BY A LICENSED ENGINEER MUST BE PROVIDED BY THE CONTRACTOR FOR STAGING ROAD CLOSURE AND/OR TRAFFIC PEDESTRIAN DETOURS. CONTRACTOR SHALL ALSO OBTAIN A TEMPORARY TRAFFIC CONTROL, AND RIGHT-OF-WAY USE PERMIT IF NECESSARY PRIOR TO START OF CONSTRUCTION.

REVISIONS				BRUNO JOSE ARRIOLA, P.E. P.E. LICENSE NUMBER 88984 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	CITY OF TARPON SPRINGS 334 EAST PINE STREET TARPON SPRINGS, FL 34689 Tarpon Springs	ROOSEVELT PARKING LOT IMPROVEMENTS	CIP NO.	SHT. NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
						GENERAL NOTES	N/A	02

GENERAL LANDSCAPE NOTES

1. UNFORESEEN CHANGES MAY OCCUR DURING CONSTRUCTION. ALL CHANGES AND/OR QUESTIONS ON CONTRACT DOCUMENTS SHALL BE ADDRESSED THOUGH TYPICAL CONSTRUCTION PHASE COMMUNICATION PROCESSES, FOR EXAMPLE RFI'S OR CHANGE OTHERS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW THE SITE AND PLANS PRIOR TO SUBMITTAL OF FEES, BEFORE ANY DEMOLITION WORK, AND PRIOR TO INSTALLATION OR CONSTRUCTION.
3. THE DESIGNER HAS PREPARED THESE PLANS WITH THE BEST AVAILABLE INFORMATION FOR THE PURPOSES OF COMMUNICATING DESIGN INTENT BASED ON INPUT FROM THE CITY OF TARPON SPRINGS BUILDING DEVELOPMENT DEPARTMENT AND PARKS AND PARKWAYS DEPARTMENT. THE CONTRACTOR IS RESPONSIBLE FOR INTERPRETING THESE PLANS AND NOTIFYING THE DESIGNER AND THE CITY OF ANY SITE CONFLICTS OR CONCERNS PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL ENSURE THE DESIGN IS CONSTRUCTED IN MANNER TO BE DURABLE AND MEETING ALL CODE AND INDUSTRY STANDARDS FOR CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SITE FEATURES DURING CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES AND THE TO PROTECT ALL SITE ELEMENTS TO REMAIN.
6. LOCATE ALL UTILITIES PRIOR TO FIRST ALL-TEAMS PRE-CONSTRUCTION MEETING.
7. THE SITE SHALL COMPLY WITH THE CITY OF TARPON SPRINGS COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE III, SECTION 37.00 AND FDOT GREENBOOK CHAPTER 3, FIGURE 3-16.
8. ALL SCALED DIMENSIONS ON THE DRAWINGS ARE APPROXIMATE. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES, AND SHALL IMMEDIATELY INFORM THE DESIGNER OF ANY DISCREPANCIES BETWEEN THE INFORMATION ON THE DRAWINGS AND THE ACTUAL CONDITIONS, REFRAINING FROM DOING ANY WORK IN SAID AREAS UNTIL GIVEN APPROVAL TO DO SO BY THE DESIGNER.
9. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING TREE REMOVAL APPLICATION WITH CITY OF TARPON SPRING'S PERMITTING DEPARTMENT.
10. CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR ANY ROAD CLOSURE PERMITS WITH CITY OF TARPON SPRINGS'S ENGINEERING DEPARTMENT.
11. NO SUBSURFACE SOIL, WATER TABLE, AND PLANTING SITE INFORMATION WAS PROVIDED FOR THE LANDSCAPING DESIGN.

PLANTING NOTES

1. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION OF THE CITY. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NOT REMOVE THE CONTRACTORS OBLIGATION FOR ON TIME COMPLETION OF THE PROJECT. IF RECOMMENDED PLANT SIZE IS UNAVAILABLE, CONTACT THE CITY FOR ALTERNATIVE.
2. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL FREE OF PESTS AND DISEASE AND ARE SUBJECT TO APPROVAL BY THE OWNER, BEFORE, DURING AND AFTER INSTALLATION AS PER SPECIFICATIONS.
3. NOTIFY OWNER MINIMUM 3 DAYS PRIOR TO PLANTING. OWNER MUST BE ON-SITE DURING PLACING AND INSTALLATION OF PLANTS UNLESS OTHERWISE APPROVED.
4. DO NOT PROCEED WITH PLANT INSTALLATION PRIOR TO THE INSTALLATION AND OPERATION OF THE LANDSCAPE IRRIGATION SYSTEM. SUBMIT PHOTOS OF TESTING.

MAINTENANCE AND WARRANTY NOTES

1. THE CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND MAINTAIN ALL PLANT MATERIAL IN SATISFACTORY CONDITION. ALL PLANT MATERIAL SHALL BE MAINTAINED FOR A PERIOD OF ONE YEAR, UNLESS OTHERWISE STATED IN THE CITY OF TARPON SPRINGS STANDARD DETAILS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANT MATERIAL IN A HEALTHY STATE DURING CONSTRUCTION AND UNTIL FINAL ACCEPTANCE. ANY DAMAGE TO PLANT MATERIAL DUE TO NEGLECT BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. ALL PLANT MATERIAL SHALL BE UNDER WARRANTY FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT, UNLESS OTHERWISE STATED IN THE CITY OF TARPON SPRINGS STANDARD DETAILS.
3. ANY PLANT MATERIAL DETERMINED TO BE UNHEALTHY OR IN POOR CONDITION DURING THE WARRANTY PERIOD SHALL BE REPLACED BY THE CONTRACTOR WITHIN 10 DAYS OF NOTIFICATION OF SAID CONDITION. REPLACEMENTS SHALL BE COMPLETED AT NO COST TO THE OWNER.
4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL AREAS IN A WEED AND DEBRIS-FREE CONDITION THROUGHOUT THE MAINTENANCE PERIOD.

SOIL PREP NOTES

1. SOIL TESTING, PLANTING SOIL PH LEVELS, ORGANIC CONTENT, SOIL PARTICLE ANALYSIS, AND SOIL COMPACTION REQUIREMENTS ARE NOT PART OF THIS DESIGN AND NEED TO BE PROVIDED AND/OR APPROVED BY THE CITY.
2. MAINTAIN A WEED-FREE SOIL ENVIRONMENT AT ALL TIMES.
3. GRADE ALL LANDSCAPE AREAS, ELIMINATING ALL SURFACE IRREGULARITIES, DEPRESSIONS, VEGETATIVE MATTER, STICKS, STONES, AND OTHER DEBRIS. ALL DEBRIS SHALL BE LEGALLY DISPOSED OF OFF SITE. COORDINATE GRADING WITH IRRIGATION CONTRACTOR SO THAT IRRIGATION PIPING IS INSTALLED CONCURRENT WITH GRADING OPERATION. REVIEW FINAL GRADING WITH THE CITY PRIOR TO INSTALLATION.
4. DO NOT DELIVER OR PLACE BACKFILL, SOILS, OR SOIL AMENDMENTS IN FROZEN, WET, OR MUDDY CONDITIONS.
5. PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION DISPLACEMENT OF BULK MATERIALS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES, WATER CONVEYANCE SYSTEMS, AND WALKWAYS. PROVIDE ADDITIONAL SEDIMENT CONTROL TO RETAIN EXCAVATED MATERIAL, BACKFILL, SOIL AMENDMENTS AND PLANTING MIX WITHIN THE PROJECT LIMITS AS NEEDED.
6. DO NOT PROCEED WITH WORK WHEN SUBGRADES, SOILS, AND PLANTING SOILS ARE IN A WET, MUDDY OR FROZEN CONDITION.

GENERAL IRRIGATION NOTES

1. PRODUCT DATA: SUBMIT MANUFACTURE'S DATA FOR ALL MATERIALS PRIOR TO START WORK ON THE PROJECT SITE.
2. DRAWING REVIEW: REVIEW CONSTRUCTION DRAWINGS AND SUBMIT ANY PROPOSED REVISIONS OR SUBSTITUTIONS FOR CONSTRUCTION.

EXECUTION

1. WATER SOURCE: THIS PROJECT INCLUDES CONNECTION TO EXISTING ADJACENT WATER SOURCES.
2. DESIGN PRESSURES: VERIFY AVAILABLE WATER SOURCE AND PRESSURE PRIOR TO SYSTEM DESIGN. DESIGN SYSTEM THROUGHOUT TO BE COMPATIBLE WITH AVAILABLE WATER SOURCE. USE RECLAIMED WATER WHENEVER AVAILABLE.
3. LOCATION OF HEADS: DESIGN LOCATIONS IN ACCORDANCE WITH ACCEPTED SPRINKLER PRACTICE TO PROVIDE 100% HEAD TO HEAD COVERAGE. MAKE MINOR ADJUSTMENTS AS NECESSARY TO AVOID STRUCTURES AND OTHER OBSTRUCTIONS.
4. MINIMUM WATER COVERAGE: 100% OF ALL LANDSCAPE BEDS WITH HEAD TO HEAD COVERAGE. LAYOUT MAY BE MODIFIED, IF NECESSARY TO OBTAIN CONVERGE AND TO SUIT MANUFACTURER'S STANDARD HEADS. DO NOT DECREASE NUMBER OF HEADS INDICATED UNLESS OTHERWISE ACCEPTABLE TO CITY REPRESENTATIVE. ANY PROPOSED DECREASE MUST BE APPROVED BY THE CITY REPRESENTATIVE.
5. COORDINATE AND CONFIRM EXACT WATER SOURCE AND ELECTRIC SOURCE.
6. GENERAL: PROTECT EXISTING UTILITIES, PAVING, PLANTS, TREES AND OTHER FACILITIES CAUSED BY IRRIGATION OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES AND PAVING. EXCAVATE STRAIGHT AND TRUE WITH BOTTOM UNIFORMLY SLOPED TO LOW POINT.
7. SUNSHINE: CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UNDERGROUND UTILITIES 48 HOURS PRIOR TO BEGINNING WORK (800) 432-4770. NO SITE WORK SHALL COMMENCE UNTIL ALL UNDERGROUND UTILITIES HAVE BEEN PROPERLY LOCATED AND IDENTIFIED.
8. BACKFILL: BACKFILL WITH CLEAN MATERIAL FROM EXCAVATION. REMOVE ORGANIC MATERIAL AS WELL AS ROCKS AND DEBRIS LARGER THAN 1" DIAMETER. PLACE ACCEPTABLE BACKFILL MATERIAL IN 6" LIFTS, COMPACTING EACH LIFT.
9. EXISTING TREES: ALL EFFORTS SHALL BE MADE TO AVOID TRENCHING UNDER THE DRIPLINES OD EXISTING TREES AND CANOPY SPREAD OF PROPOSED TREES. ALL PROPOSED TRENCHING OR OTHER WORK UNDER THE LIMB SPREAD OF ANY AND ALL TRESS SHALL BE DONE BY HAND SO THAT NO LIMBS OR BRANCHED OR ROOTS ARE DAMAGED IN ANY WAY.
10. TRENCHING SHALL COMPLY WITH THE COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IX, SECTION 133.07 AND SHALL BE DONE TO MINIMIZE ROOT DISTURBANCE. CITY OF TARPON SPRINGS REPRESENTATIVE SHALL BE PRESENT PRIOR TO BEGINNING WORK, TO DETERMINE LIMITS OF ROOT PRUNING AND SHALL APPROVE ANY WORK TAKING PLACE WITHIN PROTECTIVE RADIUS OF TREES. ALL TREE ROOTS SHALL BE SEVERED CLEANLY PER THE COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IX, SECTION 133.00 OF THE CITY CODE.
11. BORING IS THE PREFERRED METHOD. OPEN CUTS MUST BE APPROVED BY CITY REPRESENTATIVE. WHERE EXISTING PAVEMENTS MUST BE CROSSED TO INSTALL LANDSCAPE IRRIGATION SYSTEM, SAW CUT STRAIGHT CLEAN LINES 6" WIDER THAN TRENCH.
12. REMOVE CUT OUT PAVEMENT AND EXCAVATED MATERIAL FROM THE SITE.
13. REPAIR OR REPLACE PAVEMENT CUTS WITH EQUIVALENT MATERIALS AND FINISHES.
14. IF A CONCRETE SIDEWALK IS CUT OR DAMAGED, THE FULL SECTION MUST BE REPLACED.
15. CONTRACTOR IS RESPONSIBLE FOR DAILY CLEAN UP OF OPERATIONS TO INCLUDE DEBRIS, DIRECTIONAL BORE SLURRY AND ANY HYDRAULIC FLUIDS.
16. GENERAL: CONTRACTOR SHALL BE RESPONSIBLE FOR FILING AND OBTAINING ANY AND ALL AGENCY PERMITS AS DESCRIBED. ALL WORK MUST CONFORM TO THE CITY OF TARPON SPRINGS AND THE LATEST ADOPTED PLUMBING CODE. ANY WORK TAKING PLACE ALONG A CITY, COUNTY OR STATE ROAD OR MEDIAN MUST COMPLY WITH APPROPRIATE REGULATING AUTHORITY GUIDELINES FOR TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE OPERATIONS.
17. REQUIRED INSPECTIONS: PIPING, PRIOR TO COVERING
18. ALL MATERIALS PRIOR TO PLANTING AND/OR MULCHING.
19. 24 HOUR NOTICE OF INSPECTION REQUIRED.
20. MAIN LINES REQUIRE PRESSURE TEST OF 0 PSI TO BE MAINTAINED FOR MINIMUM OF 1 HOUR.
21. BACKFLOW PREVENTER: TOP PORTED DCVB INSTALLED UNDERGROUND IN A RECTANGULAR VALVE BOX WITH 6" GRAVEL SUMP. BOX OF ADEQUATE SIZE FOR EASY TESTING ACCESS.
22. CONTROL VALVES: INSTALL IN VALVE BOX. ARRANGE IN BOX FOR EASY ADJUSTMENT AND REMOVAL.
23. ADJUST SIZE OF AUTOMATIC CONTROL VALVES TO PROVIDE FLOW RATE OF RATED OPERATING PRESSURE REQUIRED FOR EACH SPRINKLER ZONE.
24. ALL ZONE WIRING AND MAXI-COM CABLE TO BE INSTALLED UNDER THE MAIN LINE OR IN CONDUIT. WIRING THAT SHARES A SLEEVE WITH IRRIGATION WATER LINES SHALL BE CONTAINED IN ITS OWN CONDUIT.
25. MAINTENANCE: CONTRACTOR IS RESPONSIBLE FOR ALL MAINTENANCE OF THE SYSTEM UNTIL FINAL ACCEPTANCE BY CITY REPRESENTATIVE AND FOR THE MAINTENANCE PERIOD SPECIFIED IN SECTION TREES, PLANTS AND GROUND COVERS.
26. FINAL INSPECTION: THE INSPECTION OF IRRIGATED ARES WILL BE MADE BY THE CITY REPRESENTATIVE UPON CONTRACTOR'S REQUEST. PROVIDE NOTIFICATION AT LEAST 2 WORKING DAYS PRIOR. THE CITY REPRESENTATIVE WILL PROVIDE A PUNCH LIST OF THOSE ITEMS WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE CITY REPRESENTATIVE WILL SET AN APPROPRIATE TIME PERIOD IN WHICH THE PUNCH LIST ITEMS MUST BE CORRECTED.

27. GUARANTEE: ALL WORK SHALL BE GUARANTEED BY CONTRACTOR FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS AND MALFUNCTIONS IN MATERIALS, EQUIPMENT AND WORKMANSHIP AND SHALL BE INCLUDED AS A PART OF THE PROJECT CLOSEOUT DOCUMENT REQUIREMENTS.
28. THE GUARANTEE SHALL ALSO COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIALS, EQUIPMENT AND WORKMANSHIP, TO THE SATISFACTION OF THE CITY OF TARPON SPRINGS. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AT NO COST TO THE CITY OF TARPON SPRINGS. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR DAMAGE TO THE IRRIGATION SYSTEM BY OTHERS. THE GUARANTEE SHALL STATE THE NAME OF THE OWNER, PROVIDE FULL GUARANTEE TERMS, EFFECTIVE AND TERMINATION DATE, NAME AND LICENSE NUMBER. IT SHALL BE SIGNED BY THE CHIEF EXECUTIVE OF THE CONTRACTING FIRM AND NOTARIZED. MANUFACTURER'S WARRANTEES SHALL NOT RELIEVE THE CONTRACTOR OF HIS LIABILITY UNDER THE GUARANTEE. SUCH WARRANTIES SHALL ONLY SUPPLEMENT THE GUARANTEE.
29. THE CONTRACTOR SHALL MAKE NECESSARY REPAIRS WITHIN 72 HOURS NOTICE. IF THE CONTRACTOR NEGLECTS TO MAKE OR UNDERTAKE THE REPAIRS WITHIN 72 HOURS NOTICE, IF THE CONTRACTOR NEGLECTS TO MAKE OR UNDERTAKE THE REPAIRS WITH THE DUE DILIGENCE, THE CITY OF TARPON SPRINGS MAY MAKE SUCH REPAIRS AT THE CONTRACTOR'S EXPENSE. IN THE CASE OF AN EMERGENCY WHERE IN THE JUDGMENT OF THE CITY OF TARPON SPRINGS, DELAY WOULD CAUSE LOSS OR DAMAGE, REPAIRS OR REPLACEMENT MAY BE MAD WITHOUT NOTICE BEING SENT TO THE CONTRACTOR AND THE CONTRACTOR SHALL PAY THE COST THEREOF.

REVISIONS				BRUNO JOSE ARRIOLA, P.E. P.E. LICENSE NUMBER 88984 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	CITY OF TARPON SPRINGS  334 EAST PINE STREET TARPON SPRINGS, FL 34689	ROOSEVELT PARKING LOT IMPROVEMENTS	CIP NO.	SHT. NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
						GENERAL NOTES	N/A	03

LEGEND



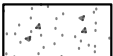
REFERENCE DIRECTIONAL ARROW



PROP. 4" CONCRETE SURFACE (FOR SIDEWALK CONNECTION)
PER FDOT STANDARD PLANS INDEX 522-001



PROP. 6" CONCRETE SURFACE (FOR ADA PARKING SPACES,
DRIVEWAY, AND FUTURE SANDBAG SITE) PER FDOT STANDARD
PLANS INDEX 522-001



PROP. PARKING LOT (EXISTING GROUND SURFACE MATERIAL TO
REMAIN AND BE REGRADED/REPAIRED WITHIN PROJECT LIMITS
AS NEEDED, SEE GENERAL NOTE NUMBER 5)



PROP. GRAVEL GROUND SURFACE



PROP. NATURAL AREA WITH SOD/LANDSCAPE
ENHANCEMENTS



PROP. NUMBER OF PARKING SPACES

GENERAL NOTES

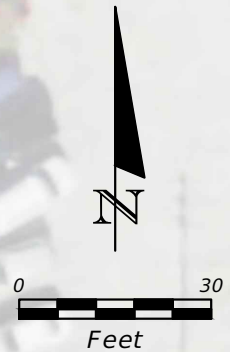
1. NO TOPOGRAPHIC SURVEY WAS PROVIDED FOR THE DEVELOPMENT OF THIS SITE PLAN. EXISTING FEATURES ARE APPROXIMATE AND BASED ON AERIAL IMAGERY AND/OR FIELD OBSERVATIONS.

2. ALL TREES WITHIN THE SITE TO REMAIN UNLESS NOTED IN THE PLANS.

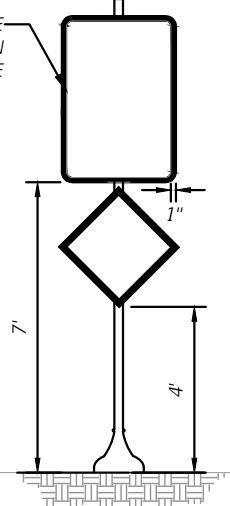
3. TOTAL PARKING = 43 PARKING SPACES (INCLUDES 2 ACCESSIBLE PARKING SPACES)

4. ADA PARKING SPACES AND PROPOSED WALKABLE CONCRETE AREAS (ADA PARKING SLABS, SIDEWALKS) TO COMPLY WITH ADA REQUIREMENTS (2% MAX SLOPES).

5. EXISTING STABILIZED SURFACE MATERIAL TO REMAIN. CONTRACTOR TO WORK AND SHAPE SURFACE TO PROVIDE A HARD STABILIZED GRADED PARKING AREA CONFORMING TO THE SLOPES INDICATED ON THE GRADING PLAN. ANY AREAS FOUND TO BE WEAK SPOTS ARE TO BE SCARIFIED AND COMPACTED TO PROVIDE A FIRM AND UNYIELDING SURFACE.



REFER TO SITE PLAN FOR SIGN SIZE



1. SIGN POSTS SHALL BE BLACK OR DARK GREEN IN COLOR.

2. SIGN POSTS SHALL BE ROUND OR FLUTED IN SHAPE.

3. SIGN POSTS SHALL BE AT LEAST 3" IN DIAMETER.

4. SIGN POSTS SHALL HAVE A ROUND OR FLUTED DECORATIVE BASE.

5. SIGNS SHALL HAVE A BLACK OR DARK GREEN BORDER OF AT LEAST ONE INCH IN WIDTH.

6. CONTRACTOR TO SUBMIT SIGNAGE AND SIGN POST DETAILS AND SHOP DRAWING FOR CLIENT AND ENGINEER.

7. REFER TO SECTION 127.06(A) OF THE LAND DEVELOPMENT CODE FOR MORE INFORMATION.

SIGNAGE AND SIGN POST DETAIL

NTS

30"x30" DO NOT ENTER SIGN (R5-1), 12"x18" PARKING ANY TIME (R7-1), AND NO OVERNIGHT PARKING SIGN

PROP. WHEEL STOP (TYP.)

30"x30" STOP SIGN (R1-1)

PROP. CITY OF TARPON SPRINGS PUBLIC PARKING SIGN

WOOD DELINEATOR (TYP.)

ONE WAY
36"x12" ONE WAY SIGN (R6-1R)

EXISTING FENCE TO REMAIN

FUTURE SANDBAG SITE BLOCK WALL

ROOSEVELT BLVD.

PROP. ACCESSIBLE PARKING SPACE SIGN

PROP. ASPHALT MILLING PAD FOR BIKE RACK(S)

36"x12" ONE WAY SIGN (R6-1R) AND 12"x18" NO PARKING ANY TIME (R7-1)

EXISTING SIDEWALK TO REMAIN

REVISIONS				BRUNO JOSE ARRIOLA, P.E. P.E. LICENSE NUMBER 88984 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	CITY OF TARPON SPRINGS 324 EAST PINE STREET TARPON SPRINGS, FL 34689	ROOSEVELT PARKING LOT IMPROVEMENTS		CIP NO.	SHT. NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			SITE PLAN SHEET			
								N/A	04

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Page 506 of 888

1. NO TOPOGRAPHIC SURVEY WAS PROVIDED FOR THE DEVELOPMENT OF THIS SITE PLAN. EXISTING FEATURES ARE APPROXIMATE AND BASED ON AERIAL IMAGERY, FIELD OBSERVATIONS AND/OR LIDAR.
2. ALL TREES WITHIN THE SITE TO REMAIN UNLESS NOTED IN THE PLANS.

PROJECT DATA (IMPERVIOUS SURFACE) SUBJECT TO VEHICULAR TRAFFIC		
	AREA (SF)	AREA (AC)
TOTAL EXISTING IMPERVIOUS	0	0.000
TOTAL PROPOSED IMPERVIOUS	809	0.019
TOTAL IMPERVIOUS INCREASE	809	0.019

PROJECT DATA (TOTAL IMPERVIOUS SURFACE)		
	AREA (SF)	AREA (AC)
TOTAL EXISTING IMPERVIOUS	0	0.000
TOTAL PROPOSED IMPERVIOUS	1623	0.037
TOTAL IMPERVIOUS INCREASE	1623	0.037
TOTAL SITE AREA	22774	0.52
IMPERVIOUS SURFACE RATIO	0.07	

	REFERENCE DIRECTIONAL ARROW
	PROP. 4" CONCRETE SURFACE PER FDPT STANDARD PLANS INDEX 522-001
	PROP. 6" CONCRETE SURFACE (FOR ADA PARKING SPACES, DRIVEWAY, AND TRAFFIC BEARING SIDEWALK) PER FDOT STANDARD PLANS INDEX 522-001
	PROP. PARKING LOT (FOR MORE INFORMATION REFER TO SHEET C-03)
	PROP. GRAVEL GROUND SURFACE
	PROP. SOD/ LANDSCAPING AREA
	EXIST. APPROXIMATE ELEVATIONS OBTAINED FROM LIDAR



REVISIONS				BRUNO JOSE ARRIOLA, P.E. P.E. LICENSE NUMBER 88984 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	CITY OF TARPON SPRINGS 524 EAST PINE STREET TARPON SPRINGS, FL 34689		<i>ROOSEVELT PARKING LOT IMPROVEMENTS</i>	CIP NO.	SHT. NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				<i>BASIC GRADING SHEET</i>	N/A	05

PROP. VIBURNUM ODORATISSIMUM

PROP. GRAVEL GROUND SURFACE

PROP. NATURAL AREA WITH SOD/LANDSCAPE ENHANCEMENTS

FERTILIZATION REQUIREMENTS

TREES, PALMS, SHRUBS, AND GROUND COVER:
ALL TREES, PALMS, SHRUBS, AND GROUND COVER SHALL BE FERTILIZED WITH "AGRIFORM" OR APPROVED EQUAL OF 20-15-5 TABLETS AT THE TIME OF INSTALLATION AND PRIOR TO COMPLETION OF PIT BACK-FILLING. THE TABLETS SHALL BE PLACED UNIFORMLY AROUND THE ROOT MASS AT A DEPTH THAT IS BETWEEN THE MIDDLE AND BOTTOM OF THE ROOT MASS.
APPLICATION RATE:
TREES: 3 - 21 GRAM TABLETS PER EACH 1/2" OF CALIPER
PALMS: 1 - 21 GRAM TABLETS PER EACH 1" OF CALIPER
1 GALLON CONTAINER: 1 - 21 GRAM TABLETS
3 GALLON CONTAINER: 2 - 21 GRAM TABLETS
5 GALLON CONTAINER: 3 - 21 GRAM TABLETS
7 GALLON CONTAINER: 4 - 21 GRAM TABLETS
15 GALLON CONTAINER: 7 - 21 GRAM TABLETS
GROUND COVER AREAS:
ALL GROUND COVER AREAS SHALL RECEIVE FERTILIZATION WITH "OZMOCOTE" OR APPROVED EQUAL, TIME RELEASE FERTILIZER AS PER THE MANUFACTURER'S RECOMMENDATIONS.

WATERING SCHEDULE
THE 52 WEEK ESTABLISHMENT WATERING SCHEDULE SHALL BE AS FOLLOWS:
WEEKS 1 AND 2 6 TIMES PER WEEK
WEEKS 3 THRU 5 5 TIMES PER WEEK
WEEKS 6 THRU 11 4 TIMES PER WEEK
WEEKS 12 THRU 17 3 TIMES PER WEEK
WEEKS 18 THRU 25 2 TIME PER WEEK
WEEKS 25 THRU 52 1 TIME EVERY OTHER WEEK, MIN. OR AS NEEDED TO INSURE THE SURVIVABILITY OF THE TREES, PALMS, SHRUBS AND GROUND COVER THROUGHOUT THE WARRANTY PERIOD
TREES: 20 GALLONS EACH
PALMS: 20 GALLONS EACH
SHRUBS: 3 GALLONS EACH
GROUND COVER: 2 GALLONS PER PLANTING
WARRANTY PERIOD
TREES: ONE YEAR FROM DATE OF FINAL ACCEPTANCE
PALMS: ONE YEAR FROM DATE OF FINAL ACCEPTANCE
SHRUBS: 120 DAYS FROM THE DATE OF FINAL ACCEPTANCE
GROUND COVER: 120 DAYS FROM THE DATE OF FINAL ACCEPTANCE

CITY OF
TARPON SPRINGS
PINELLAS COUNTY, FLORIDA

FERTILIZATION, WATERING AND
WARRANTY DETAIL

DATE
12/15/15

INDEX
G-03

SCALE
N.T.S.

SHEET
1 OF 1

GENERAL NOTES

1. NO TOPOGRAPHIC SURVEY WAS PROVIDED FOR THE DEVELOPMENT OF THIS SITE PLAN. EXISTING FEATURES ARE APPROXIMATE AND BASED ON AERIAL IMAGERY AND/OR FIELD OBSERVATIONS.
2. ALL TREES WITHIN THE SITE TO REMAIN UNLESS NOTED IN THE PLANS.
3. NO SHRUBS OR TREES TO BE LOCATED WITHIN VISIBILITY TRIANGLE.
4. LANDSCAPE PLANS ARE BASED ON CITY OF TARPON SPRINGS ARBORISTS'S RECOMMENDATIONS. ANY CHANGES TO THE LANDSCAPING TO BE COORDINATED WITH THE CITY AND DESIGNER PRIOR TO CONSTRUCTION.

SHRUBS						
SYMBOL	QUANTITY	SIZE	SPACING	BOTANICAL NAME	COMMON NAME	HEIGHT
	63	7 GALLON	3' O.C.	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3.5' UPON PLANTING

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

BRUNO JOSE ARRIOLA, P.E.
P.E. LICENSE NUMBER 88984
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

CITY OF TARPON SPRINGS

324 EAST PINE STREET
TARPON SPRINGS, FL 34689

ROOSEVELT PARKING LOT IMPROVEMENTS

LANDSCAPE PLAN

CIP NO.
N/A

SHT. NO.
06

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Daniela Montoya8/9/20243:51:27 PM

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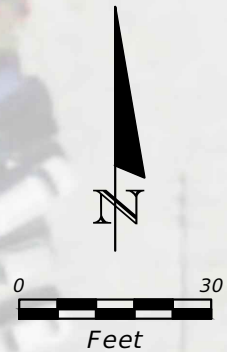
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND

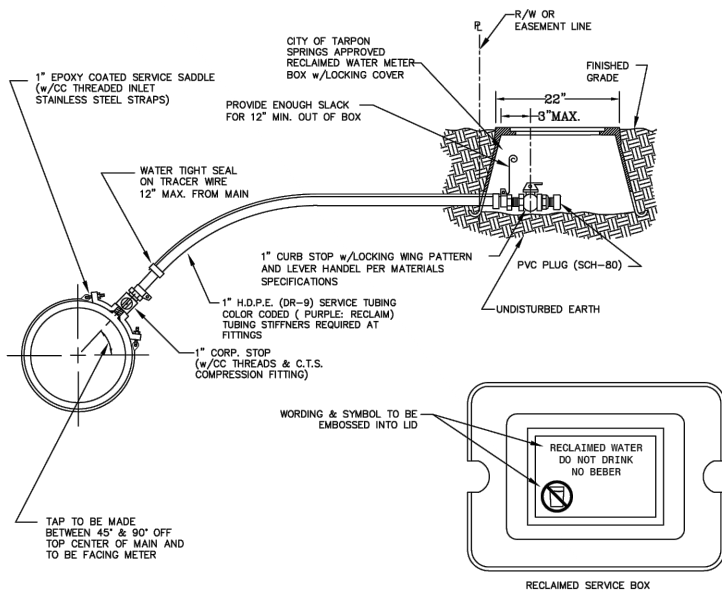
- PROP. VIBURNUM ODORATISSIMUM
- PROP. GRAVEL GROUND SURFACE
- PROP. NATURAL AREA WITH SOD/LANDSCAPE ENHANCEMENTS

GENERAL NOTES

- NO TOPOGRAPHIC SURVEY WAS PROVIDED FOR THE DEVELOPMENT OF THIS SITE PLAN. EXISTING FEATURES ARE APPROXIMATE AND BASED ON AERIAL IMAGERY AND/OR FIELD OBSERVATIONS.
- ALL TREES WITHIN THE SITE TO REMAIN UNLESS NOTED IN THE PLANS.
- IRRIGATION PLANS ARE BASED ON CITY OF TARPON SPRINGS PARKS AND PARKWAYS DEPARTMENT'S RECOMMENDATIONS. ANY CHANGES TO THE IRRIGATION TO BE COORDINATE WITH THE CITY AND DESIGNER PRIOR TO CONSTRUCTION. CONTRACTOR TO CONDUCT ANY UTILITY COORDINATION REQUIRED FOR THE INSTALLATION OF THE PROPOSED IRRIGATION SYSTEM.



- NOTES:
- ALL CORPORATION STOPS TO BE FOR USE WITH DR 9 (C.T.S.) H.D.P.E. TUBING.
 - SERVICE SADDLE REQUIRED FOR ALL TAPS.
 - METER ONLY, TO BE FURNISHED BY CITY OF TARPON SPRINGS (IF REQUIRED).
 - METER BOXES SHALL BE PER CITY OF TARPON SPRINGS APPROVED MATERIAL SPECIFICATIONS WITH LOCKING LIDS.
 - ALL METER BOXES LOCATED WITHIN VEHICULAR AREAS SHALL BE H-20 LOADING. ALL OTHERS SHALL BE H-10 LOADING.
 - TRACER WIRE ONLY REQUIRED ON SERVICES OVER 40' IN LENGTH.
 - 1" SERVICE LINES OVER 60' SHALL BE INSTALLED USING 1-1/2" TUBING.



CITY OF
TARPON SPRINGS
PINELLAS COUNTY, FLORIDA

1" METERED RECLAIM
WATER SERVICE

DATE 12/15/15
INDEX W-18
SCALE N.T.S. SHEET 1 OF 1



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRUNO JOSE ARRIOLA, P.E.
P.E. LICENSE NUMBER 88984
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

CITY OF TARPON SPRINGS
324 EAST PINE STREET
TARPON SPRINGS, FL 34689



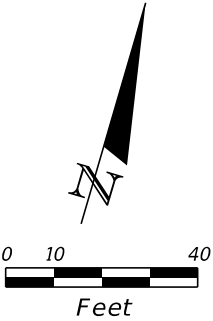
ROOSEVELT PARKING LOT IMPROVEMENTS
IRRIGATION PLAN

CIP NO. N/A
SHT. NO. 07

LIGHTING SCHEDULE

Symbol	Quantity	MH	Arm Length	Manufacturer	Catalog Number	Dist. Type	Color Temp.	Description	Lumens Per Lamp	No. Lamps	Wattage
PROPOSED DUKE LIGHT POLE	2	30'	6'	AMERICAN ELECTRIC LIGHTING	ATB0 P305 R3 3K 2021	III	3000K	Autobahn Small P305 Package Roadway Type III 3000K	18,866	2	290

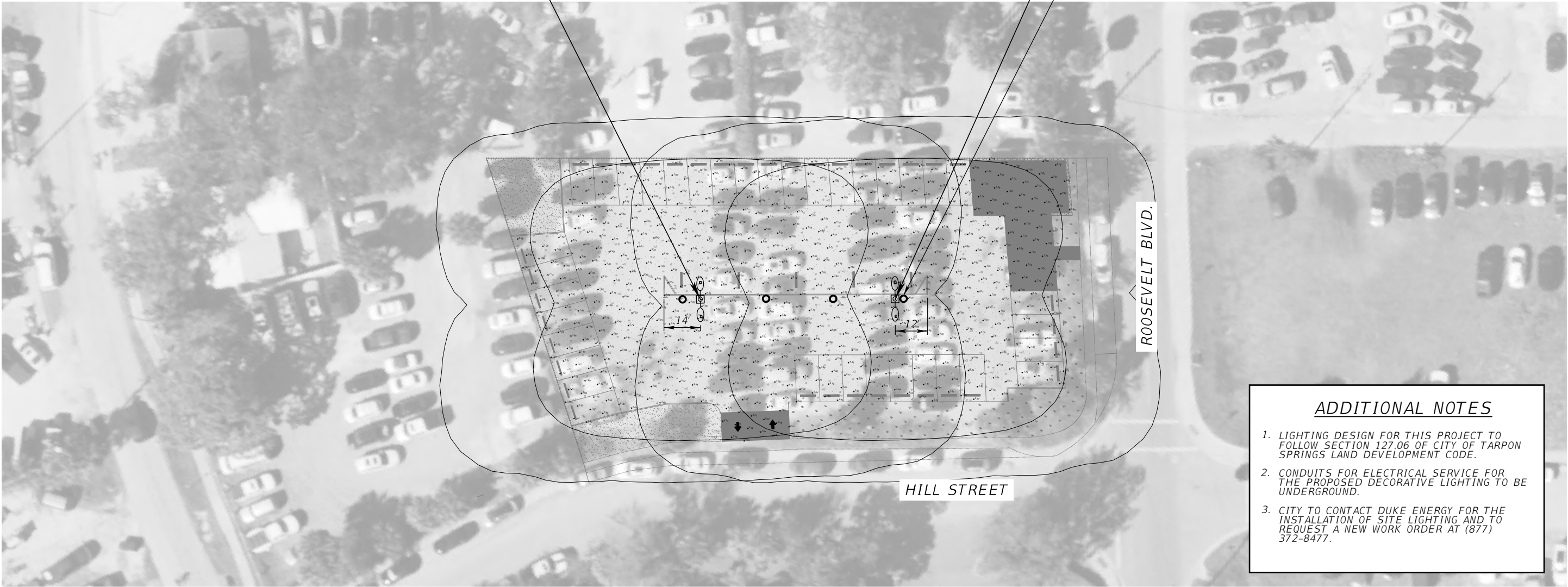
LEGEND
● = EXISTING DECORATIVE PLANTER



PROPOSED DUKE
DUAL ARM LIGHT POLE
3'X3' PREP AREA

PROPOSED DUKE
DUAL ARM LIGHT POLE
3'X3' PREP AREA

ADJUST PLANTER



ADDITIONAL NOTES

1. LIGHTING DESIGN FOR THIS PROJECT TO FOLLOW SECTION 127.06 OF CITY OF TARPON SPRINGS LAND DEVELOPMENT CODE.
2. CONDUITS FOR ELECTRICAL SERVICE FOR THE PROPOSED DECORATIVE LIGHTING TO BE UNDERGROUND.
3. CITY TO CONTACT DUKE ENERGY FOR THE INSTALLATION OF SITE LIGHTING AND TO REQUEST A NEW WORK ORDER AT (877) 372-8477.

LIGHTING NOTES

1. CONCEPTUAL PHOTOMETRIC EXHIBIT ONLY, NOT FOR CONSTRUCTION.
2. LIGHTING ANALYSIS UTILIZED LUMINAIRE SCHEDULE PROVIDED BY DUKE ENERGY.
3. FINAL DESIGN AND CONSTRUCTION DOCUMENTS TO BE COMPLETED BY DUKE ENERGY.
4. PER DUKE ENERGY:
3'X3' ASPHALT REMOVAL IS REQUIRED IN PREPARATION OF LIGHT POLE INSTALLATION WHICH MAY BE COMPLETED BY THE CITY OR DUKE ENERGY FOR AN ADDITIONAL FEE.
POST-INSTALLATION ASPHALT PATCHING AROUND LIGHT POLE MAY ALSO BE COMPLETED BY THE CITY OR BY DUKE ENERGY FOR AN ADDITIONAL FEE.

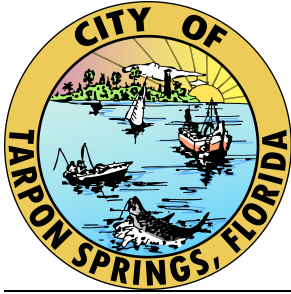
LIGHTING STATISTICS

Calculation Zone	Illumination	Average	Max/Min	Avg/Min
Parking Lot	Horizontal	2.90 fc	6.3:1	3.8:1

LIGHTING CRITERIA
(PARKING AREAS)

HORIZONTAL AVG. ILLUMINATION:
1.5 MIN. (H.F.C.)
UNIFORMITY RATIOS:
4:1 OR LESS (AVG./MIN.)
10:1 OR LESS (MAX./MIN.)

REVISIONS				CAITLIN CARNLEY, P.E. P.E. LICENSE NUMBER 86250 BAY CITY ENGINEERING, LLC 9822 GRETNA GREEN DRIVE TAMPA, FL 33626	CITY OF TARPON SPRINGS 324 EAST PINE STREET TARPON SPRINGS, FL 34689 	ROOSEVELT BLVD. PARKING LOT	CIP NO.	SHT. NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			PHOTOMETRIC EXHIBIT	N/A	08



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	24.46 PNZ - Tarpon Springs Sponge Docks Parking
Project Address	525 Hill St Tarpon Springs, FL 34689 United States
Files and Attachments	Roosevelt_Parking_Lot_SP_062524.pdf Design Development

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustments, or Board of Commission review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project scheduled for public hearing by Planning and Zoning staff.

Please keep in mind that the Planning & Zoning Division has 90-day suspense from the date of the TRC review for the submission of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted.

If you have questions concerning any of the above information, please do not hesitate to contact the Planning Department for assistance.

Fema

[Comment 00002 | Roosevelt_Parking_Lot_SP_062524.pdf]

Megan Araya

Planning and Zoning

[Comment 00004]

Patricia McNeese

ADVISORY COMMENT: This document contains comments resulting from the July 11, 2024 meeting of the Technical Review Committee.

[Comment 00005 | Roosevelt_Parking_Lot_SP_062524.pdf]

Patricia McNeese

Please provide a detail showing compliance of proposed parking lot lighting with design standards required in [Section 127.06](#) of the Land Development Code.

Please provide a detail for any parking lot traffic control signage, including handicapped signage, that shows compliance with the above section. Please indicate the locations of the proposed traffic control signage.

[Comment 00006]

Patricia McNeese

Please provide a landscape plan that shows a streetscreen along the entire parking lot roadway frontages outside the visibility triangle per Section 4.8.8 of the Smartcode. The screen must be at least 3.5 feet in height.

[Section 37.00](#) of the Land Development Code provides the standards for visibility triangles. Please show the visibility triangles on the landscape plan. This area should only be occupied with groundcover.

Section 4.8.8 of the Smartcode also requires a frontage landscape buffer for each frontage. The Roosevelt Boulevard frontage would require at least one (1) tree based on a buffer depth of 10 feet (sidewalk/ROW included) and an approximate length of 100 feet. There are already four (4) trees (palms and oaks) existing along this frontage. The Hill Street frontage would require at least three (3) trees based on a buffer depth of 10 feet and an approximate length of 190 feet. There are already five (5) trees (palms) existing along this frontage. This will fulfill the frontage landscape buffer requirement once the streetscreen is installed.

[Comment 00007]

Patricia McNeese

This property is in the Sponge Docks Character District and the T5c Dodecanese Ave Main Street Transect of the Special Area Plan. The plan includes a table showing existing and proposed impervious surface. Please include on this table, the total acreage of the site. The maximum allowable impervious surface ratio is 0.90. The proposed project is in compliance.

[Comment 00008]

Patricia McNeese

ADVISORY COMMENT: This application is also the subject of a conditional use application. The project is located in close proximity to existing businesses. The nearest residential neighborhood is located approximately 800 feet to the south along Roosevelt Boulevard. There are two single family residences approximately 300 feet to the east on the corners of Hill Street and Hope Street. There are only five parking spaces oriented in that direction. They will be screened by the streetscreen and they are at the bottom of a significant grade change compared to the houses. There are no impacts to residential uses expected.

[Comment 00009]

Patricia McNeese

The applicant indicated at the Technical Review Committee (TRC) meeting that the sandbag enclosure would be built at a later date. TRC members indicated that they have no issue with installation of the sandbag enclosure at a later date. Final inspection of the parking lot may be approved without completion of the sandbag enclosure. Depending on timing, the Building Development Department may require a new permit application for building the sandbag enclosure in accordance with the approved Site Plan.

[Comment 00010]

Patricia McNeese

Based on field measurements, the sandbag site must be reduced to 18 feet wide and 20 feet long in order to accommodate the adjacent ADA parking spot. The block wall location on the Roosevelt Blvd side must correspond with the limit of the adjacent ADA parking space.

[Comment 00011]

Patricia McNeese

A bicycle rack is required. It is strongly suggested that the bicycle rack be placed at the southeast corner of the parking lot (street corner) in the existing asphalt millings area. Provide a pathway from Roosevelt Blvd or Hill Street, to the bike rack (millings path is acceptable. Provide a detail for the bike rack on the plan set to show compliance with the Smartcode.

Public Services

[Comment 00003 | Roosevelt_Parking_Lot_SP_062524.pdf]

Heather Freundel

Please provide utility plan or irrigation plan

Please provide estimated water flows

Reviewers

Megan Araya
(727) 942-5604
maraya@ctsfl.us

Heather Freundel
(727) 938-3711
hfreundel@ctsfl.us

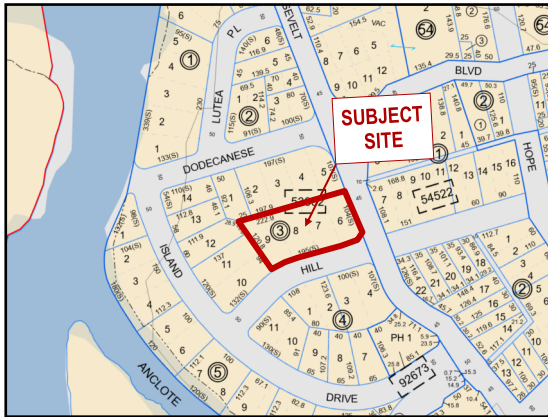
Patricia McNeese
(727) 942-5611
pmcneese@ctsfl.us

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #24.46

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 conditional use approval to construct a surface parking lot in the T5c Transect of the Special Area Plan at 525 Hill Street (Parcel Number 12-27-15-53352-003-0060) at the northwest corner of Roosevelt Boulevard and Hill Street.

(Please Reference Application #24.46)

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, August 19, 2024 at 6:30 p.m.** and the Board of Commissioners will hold one public hearing on **Tuesday, September 3, 2024 at 7:30 p.m.** All public hearings are held in the **City Hall Auditorium which is located at 324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting 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 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to Planning@ctsfl.us.

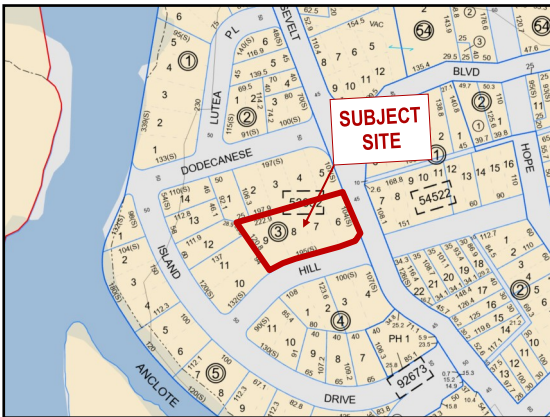
City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #24.46

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 or email us at planning@ctsfl.us.

AMENDED

430 PAMPAS LLC
305 BANANA ST
PALM HARBOR, FL 34683-5255



Application Description: The applicant is requesting conditional use approval to construct a surface parking lot in the T5c Transect of the Special Area Plan at 525 Hill Street (Parcel Number 12-27-15-53352-003-0060) at the northwest corner of Roosevelt Boulevard and Hill Street.

AMENDED

(Please Reference Application #24.46)

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Board of Commissioners

Memorandum

Date: September 3, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Renea Vincent, Planning Director
Subject: **Ordinance 2024-06: Future Land Use Map Amendment** for property located at 42501 U.S. Highway 19 North (Application 22-02); Legislative **(1st Reading)**

Recommendation

Staff recommends approval of Ordinance 2024-06 amending the Future Land Use Map (FLUM) for 36.64 acres from Commercial General (CG), Residential/Office General (R/OG), and Preservation (P) to Recreation/Open Space (R/OS) and Preservation (P) comprised of:

- Recreation/Open Space (R/OS) FLUM category designation covering 14.559 acres of longleaf pine/xeric oak habitat, and,
- Preservation (P) category designation covering 22.078 acres of wetland habitat.

Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this item at their regular meeting of August 19, 2024 with six members present. The Board voted to recommend approval of the application with two members dissenting.

The Board recommended that a provision be made to the conservation easement approved under Resolution 2021-60 to require a super-majority vote of the Board of Commissioners to revise or revoke the agreement.

Background

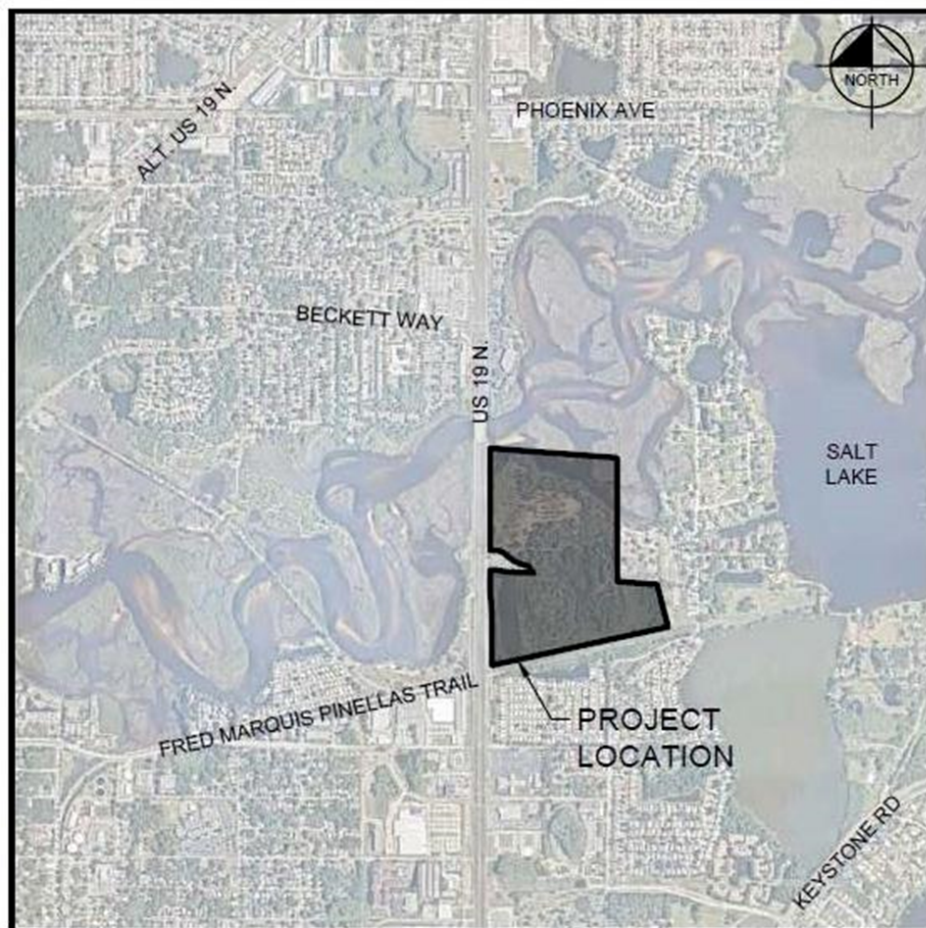
The Anclote Harbor project is a multi-family apartment development with an approved Final Planned Development (Resolution 2021-60 adopted by the Board of Commissioners on November 9, 2022). A building permit for site work (permit number 21-3073) has been issued. As a condition of Final Planned Development approval, the applicant is required to

request amendment to the City's Future Land Use Map for the upland habitat to be preserved on site and to adjust the existing Preservation category so that it accurately reflects the extent of wetlands on site. Condition #7 of Resolution 2021-60 states:

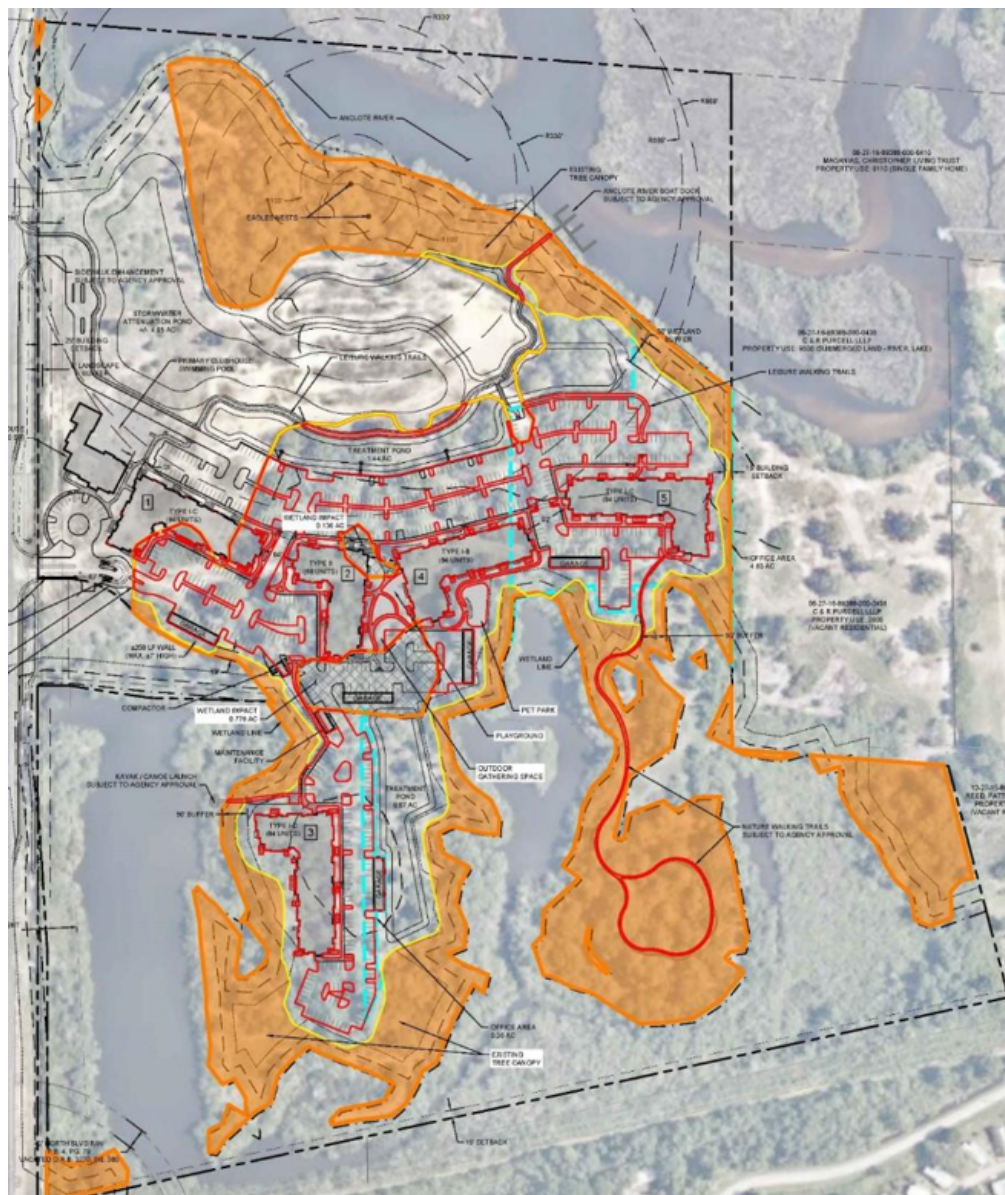
"An application for Future Land Use Map (FLUM) amendment and adjustment shall be provided prior to, or at the time of submittal of the site work/building permits along with digital map coverage of all final Recreation/Open Space (R/OS) and Preservation (P) coverage in a format acceptable to the City. The proposed Recreation/Open Space (R/OS) FLUM category designation shall cover the entire acreage of longleaf pine/xeric oak habitat proposed for preservation (currently estimated at 13.89 acres). The Preservation (P) FLUM designation shall be adjusted to cover the entire acreage of wetlands proposed for preservation (currently estimated at 21.17 acres)."

The applicant is requesting a FLUM amendment for 14.559 acres of longleaf pine/xeric oak habitat to the Recreation/Open Space category, and a FLUM amendment for 22.078 acres of wetlands to the Preservation category.

Project Location and Previously approved Development Plan



LOCATION MAP



Funding

Not applicable

Strategic Plan Objective

Not applicable



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[AUGUST 19, 2024 / SEPTEMBER 3, 2024, SECOND HEARING DATE To Be Determined]

STAFF REPORT – FUTURE LAND USE MAP AMENDMENT
August 12, 2024

Application No.: #22-02 – Future Land Use Map Amendment (**Ordinance 2024-06**)

Project Title: Anclothe Harbor Apartments

Applicant / Owner: Richard Buck, Morgan Group Development, LLC /
Wal-Mart East Stores LP

Property Size: 64.17 acres

Current Land Use: Commercial General, Residential/Office General, Preservation

Proposed Land Use: 36.64 acres to Recreation/Open Space, Preservation

Current Zoning: Residential Planned Development (RPD)

Location / Parcel ID: 42501 U.S. Highway 19 North / 06-27-16-89388-000-0420

SUMMARY OF REQUEST:

The Anclothe Harbor project is a multi-family apartment development with an approved Final Planned Development (Resolution 2021-60 adopted by the Board of Commissioners on November 9, 2022). A building permit for site work (permit number 21-3073) has been issued. As a condition of Final Planned Development approval, the applicant is required to request amendment to the City's Future Land Use Map for the upland habitat to be preserved on site and to adjust the existing Preservation category so that it accurately reflects the extent of wetlands on site. Condition #7 of Resolution 2021-60 states:

"An application for Future Land Use Map (FLUM) amendment and adjustment shall be provided prior to, or at the time of submittal of the site work/building permits along with digital map coverage of all final Recreation/Open Space (R/OS) and Preservation (P) coverage in a format acceptable to the City. The proposed Recreation/Open Space (R/OS) FLUM category designation shall cover the entire acreage of longleaf pine/xeric oak habitat proposed for preservation (currently estimated at 13.89 acres). The Preservation (P) FLUM designation shall be adjusted to cover the entire acreage of wetlands proposed for preservation (currently estimated at 21.17 acres)."

The applicant is requesting a FLUM amendment for 14.559 acres of longleaf pine/xeric oak habitat to the Recreation/Open Space category, and a FLUM amendment for 22.078 acres of wetlands to the Preservation category.



PRELIMINARY STAFF RECOMMENDATION

Staff recommends **approval of Ordinance 2024-06** amending the Future Land Use Map (FLUM) for 36.64 acres **from** Commercial General (CG), Residential/Office General (R/OG), and Preservation (P) **to** Recreation/Open Space (R/OS) and Preservation (P) comprised of:

- Recreation/Open Space (R/OS) FLUM category designation covering 14.559 acres of longleaf pine/xeric oak habitat, and,
- Preservation (P) category designation covering 22.078 acres of wetland habitat.

CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant; Building permit #21-3073 issued for site work
Site Features:	Upland disturbed and longleaf pine/xeric oak habitat; wetlands
Vehicle Access:	The property is accessed from U.S. Highway 19 North

SURROUNDING PROPERTY:

	Zoning:	Land Use:
North:	Residential Office (City)	Residential Office General (City)
South:	Residential Mobile/Manufactured Home (Pinellas County)	Residential Urban (Pinellas County)
East:	R-2 (Single Family Residential – Pinellas County)	Residential Suburban (Pinellas County)
West:	Waterfront Development District (City) R-60 (One and Two Family Residential - City) C-2 (General Commercial and Services – Pinellas County) C-2 (General Commercial and Services – Pinellas County) CP (Commercial Parkway – Pinellas County) RMH (Residential Mobile/Manufactured Home – Pinellas County)	Commercial General (City) Residential Office Retail (City) Commercial General (Pinellas County) Preservation (Pinellas County) Residential Office Retail (Pinellas County) Residential Office Retail (Pinellas County)

PLANNING CONSIDERATIONS:

When considering this application, the following general site planning concepts are noted:

1. The applicant is requesting a FLUM designation to Recreation/Open Space (R/OS) for 14.559 acres of uplands for the purpose of preserving the existing longleaf pine/xeric oak habitat on site while allowing passive recreation and open space for the residents of the Anclote Harbor Apartments community. The allowable recreation activities for the Anclote Harbor project are set forth in the approved Final Planned Development and in the approved conservation easement document.



2. Condition #18 of Resolution 2021-60 (attached), approving the Anclote Harbor Final Planned Development, states: "The Conservation Easement (Exhibit F) approved as part of the Preliminary & Final Planned Development shall be recorded in the records of the Pinellas County Clerk prior to issuance of the Final Certificate of Occupancy for the project." The conservation easement restricts allowable recreation facilities to the following, subject to City approval of construction design:
 - One water access facility on the Anclote River and one water access facility on the dredged lake,
 - A looped nature trail/walkway of pervious surface material,
 - Eradication of noxious, nuisance and exotic invasive plant and animal species, and,
 - Activities authorized as part of the approved wetland enhancement plan.
3. It is noted that the preservation of upland and wetland habitat are required components of the approved planned development and of the current Residential Planned Development (RPD) zoning (see Ordinance 2021-15 (attached) and Resolution 2021-60 (attached)). The habitat preservation requirement is enforced independent of the final status of the current FLUM amendment request. By submitting applications for the FLUM amendment, the applicant is deemed to be in compliance with Condition #7 of Resolution 2021-60.
4. It is noted that apart from the eventual realization of this development an adopted change on the Future Land Use Map to the R/OS category for the uplands and to the P category for the wetlands would create a permanent change to the FLUM that would remove residential density, remove a wide range of currently allowable uses, and, significantly reduce allowable building floor area and impervious surface area. This is the case under the current adopted Comprehensive Plan and under the updated 2040 Comprehensive Plan that is pending adoption. Tables comparing both plans are provided below.
5. Note that the Preservation category shown on the current FLUM does not accurately reflect the true wetland coverage. The Preservation FLUM coverage proposed in the amendment accurately reflects the wetland area delineated on site and approved by the applicable jurisdictional agencies.

REVIEW STANDARDS / STAFF ANALYSIS – FUTURE LAND USE MAP AMENDMENT

The Future Land Use Map (FLUM) amendment is a legislative decision of the Board of Commissioners. Pursuant to Section 207.03(C)(1) of the Land Development Code (LDC), amendments to the Comprehensive Plan must meet the standards of Florida Statutes. The standards for the current and proposed FLUM categories contained in the current Comprehensive Plan, and, in the 2040 Comprehensive Plan pending adoption, are summarized in the tables below.

Staff Analysis: The entire 64.17-acre property contains 30.34 acres of significant upland habitat area as described in Policy 1.1.12 of the Comprehensive Plan. The Comprehensive Plan requires 30% of that area to be set aside as open space (9.102 acres). The Anclote Harbor project was approved with 48% of the significant upland habitat (14.559 acres) set aside as open space. The FLUM amendment to Recreation/Open Space (R/OS) for this area (14.559 acres) is appropriate to preserve the remaining integrity of the upland habitat, remove residential density, reduce the number and types of allowable uses, and significantly reduce allowable intensity. These features also promote compatibility with the surrounding primarily residential land uses and low-level office/commercial uses. The 22.08 acres of wetlands proposed for a Preservation (P) designation are likewise protected and compatible with the area as described in the intent statement (see FLUM category comparison table below).



City Future Land Use Map (FLUM) Categories Compared

	CURRENT FLUM DESIGNATIONS: Residential/Office General (R/OG) and Commercial General (CG)	PROPOSED FLUM DESIGNATIONS: Recreation/Open Space (R/OS) and Preservation (P)
Intent:	Policy 2.3.1 R/OG - This category is generally appropriate to locations where it would serve as a transition from an urban activity center or more intensive non-residential use to low-density residential or public/semi-public use; and in areas where the size and scale of office and residential use is appropriate to freestanding office, medium density residential or a combination thereof.	Policy 2.6.2 R/OS – This category is intended for areas appropriate to be used for open space and/or recreational purposes. These uses can be public or private, natural or man-made, active or passive.
	Policy 2.4.3 CG – The primary use shall be to designate existing commercial areas which may be either highway or commercial oriented and include uses of varying degree and intensity.	Policy 2.6.1 P – This category is intended for areas that are now categorized or appropriate to be characterized as a natural resource feature worthy of preservation and to recognize the significance of preserving such major environmental features and their functions.
Uses:	R/OG Primary Uses: Residential, Business/Professional Office	R/OS Primary Uses: Public/Private Open Space, Public/Private Park, Public Recreation Facility, Public Beach/Water Access, Golf Course/Clubhouse
	CG Permitted Uses: Office, Personal Service/Office Support, Retail Commercial, Commercial/Business Service, Transient Accommodation, Wholesale/Distribution, Storage/Warehouse Commercial, Commercial Recreation, Research/Development, Light Manufacturing/Assembly, Recreation/Open Space	P Primary Uses: Open and undeveloped consistent with the following natural resource features and considerations: tidal wetlands, non-tidal wetlands, undeveloped barrier islands and spoil islands, 25-year floodplain, natural drainageways, land seaward of the coastal construction control line, dune systems, habitat for endangered or threatened species as designated, and, such additional areas as determined by the City.
Uses:	R/OG Secondary Uses: Public Educational Facilities, Institutional, Transportation Utility, Recreation Open Space, Ancillary Non-Residential, Residential Equivalent, Community Gardens	R/OS Secondary Uses: None
	CG Permitted Uses Subject to Acreage Thresholds: Residential, Residential Equivalent, Institutional, Transportation/Utility	P Secondary Uses: Use characteristics provided for and located in adjoining categories which are accessory to or are the incidental extension of the permitted adjoining use.



	CURRENT FLUM DESIGNATIONS: Residential/Office General (R/OG) and Commercial General (CG)	PROPOSED FLUM DESIGNATIONS: Recreation/Open Space (R/OS) and Preservation (P)
Max. Density:	15 dwelling units/acre (both categories)	R/OS: 0 dwelling units per acre P: 0 dwelling units per acre
Max. Floor Area Ratio (FAR):	R/OG: 0.40 CG: 0.45	R/OG: 0.25 P: 0.10
Max. Impervious Surface Ratio (ISR):	R/OG: 0.75 CG: 0.85	R/OS: 0.45 P: 0.20

2040 Comprehensive Plan Categories per Future Land Use Categories and Rules Table

	Recreation/Open Space (R/OS) and Preservation (P)
Intent:	R/OS – This category is intended for areas appropriate to be used for open space and/or recreational purposes. These uses can be public or private, natural or man-made, active or passive. P – This category is intended for areas that are now categorized or appropriate to be characterized as a natural resource feature worthy of preservation and to recognize the significance of preserving such major environmental features and their functions.
Permitted Uses:	R/OS: Public/Private Open Space, Public/Private Park, Public Recreation Facility, Public Beach/Water Access, Golf Course/Clubhouse, Community Gardens P: Undeveloped barrier islands and spoil islands, floodplain, natural drainageways, wildlife habitat, sea level rise adaptation areas.

continued



	Recreation/Open Space (R/OS) and Preservation (P)
Permitted Uses Subject to Acreage Thresholds:	R/OS: None
	P: None
Max. Density:	R/OS: 0 dwelling units per acre P: 0 dwelling units per acre
Max. Floor Area Ratio (FAR):	R/OG: 0.25 P: 0.10
Max. Impervious Surface Ratio (ISR):	R/OS: 0.45 P: 0.20



With respect to the Anclote Harbor project, the upland area proposed for amendment to Recreation/Open Space (R/OS) is to be utilized for passive recreation and open space for the residents of the apartment community. The allowable uses within the proposed R/OS area have been restricted to those required by the approved planned development (Resolution 2021-60) and the required conservation easement. Any deviation from the approved development would require an amendment to the Residential Planned Development zoning.

There are a total of 22.988 acres of wetlands on the property. Impacts to 0.91 acres of isolated non-tidal wetlands have been approved as part of the planned development and building permit for site work. The remaining 22.078 acres of tidal wetlands proposed for amendment to the Preservation (P) category is to be utilized as natural restored and enhanced wetlands. The enhancement activities are required part of the planned development.

When the Anclote Harbor Planned Development was proposed, the 64.17-acre property had an allocated density of 485 dwelling units. The approved Anclote Harbor development is restricted to a maximum of 404 dwelling units under Ordinance 2021-15.

~~If the Anclote Harbor project~~ If a multi-family project consistent with the City approval is not built, the FLUM amendment would have the following effect on the 64.17-acre property:

- Removal 75 allocated dwelling units from the uplands. Seventy-five (75) units is the maximum allowable under the current Comprehensive Plan and Countywide Rules (based on a five acre threshold for residential development and a current allocated density of 15 dwelling units per acre),
- Remove 23 dwelling units from the wetland area. Under the current Comprehensive Plan, these could be proposed for transfer to the remaining CG and R/OG upland area of the site.
- Significant reduction in the scope of allowable uses, in the allowable floor area, and, in the allowable impervious surface area (see tables above).

Countywide Plan Map Amendment

The property is designated as Retail & Services (R&S), Office (O) and Preservation (P) on the Forward Pinellas Countywide Plan Map. A Countywide Plan amendment to Recreation/Open Space (R/OS) and Preservation (P) will be required. Adjustment of the Preservation (P) category to reflect the true extent of preserved wetlands will also be required. The Countywide Rules for these categories are summarized in the table below.

It should be noted that most of the amendment request area is located in the Coastal High Hazard Area (CHHA). If the current amendment request is approved it would be extremely difficult under both the Countywide Rules (Policy 4.2.7.1) and the City's current Comprehensive Plan (Future Land Use Element Policy 3.3.1) for any future applicant to amend this area to restore any residential density. Under the City's updated 2040 Comprehensive Plan (pending adoption) residential density increases would be prohibited altogether (Future Land Use Element Policy 3.2.1).



Countywide Map Categories Compared

	CURRENT CATEGORY: Retail & Services (R&S) and Office (O)	PROPOSED CATEGORY: Recreation/Open Space (R/OS) and Preservation (P)
Purpose:	Policy 2.3.3.6 (O) – This plan category is intended to accommodate areas developed, or appropriate to be developed, with office uses, low-impact employment uses, and residential uses (subject to an acreage threshold), in areas characterized by a transition between residential and commercial uses and in areas well-suited for community-scaled residential/office mixed-use development. Policy 2.3.3.8 (R&S) – This plan category is intended to depict areas developed with, or appropriate to be developed with, a mix of business that provide for the shopping and personal service needs of the community or region, provide for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses.	Policy 2.3.3.12 (R/OS) – This plan category is intended to recognize recreation/open space uses that serve the community or region. Policy 2.3.3.13 (P) – This plan category is intended to recognize natural resource features worthy of preservation and those areas of the county that are now used, or are appropriate to be used, for the conservation, production, and management of the regional potable water supply and the supporting infrastructure, consistent with the natural resources of the area.
Max. Density:	O: 15 dwelling units/acre R&S: 24 dwelling units/acre	R/OS and P: 0 dwelling units/acre
Max. Floor Area Ratio (FAR):	O: 0.50 R&S: 0.55	R/OS: 0.25 P: 0.10
Max. Impervious Surface Ratio (ISR):	O: 0.75 R&S: 0.90	R/OS: 0.60 P: 0.20

TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee (TRC) reviewed Application #22-02 four times, with their last review occurring on July 11, 2024. The TRC deemed the application complete and ready for further processing. The Planning and Zoning Board held a public hearing on September 20, 2021 for amendment of a portion of the upland area (5.91 acres) to the Recreation/Open Space FLUM category (Ordinance 2021-16) and voted to recommend denial of the amendment. The Board of Commissioners approved Ordinance 2021-16 on first reading on October 26, 2021. A second reading for adoption was never held. Per state law, the amendment is considered to be withdrawn (Section 163.3184(3)(c)1). Ordinance 2021-16 has therefore been deactivated and is now replaced with the current proposed Ordinance 2024-06 that includes the entire Recreation/Open Space area.



PUBLIC CORRESPONDENCE:

The property owners within 500 feet were sent written notification with mailed notice to 75 addresses. Notice was advertised in the *Tampa Bay Times* and the property was posted. No responses to the notices were received.

ATTACHMENTS:

1. Slide Presentation
2. Draft Ordinance 2024-06
3. Applicant's Cover Letter
4. Applicant's Amendment Map Exhibit
5. Applicant's Narrative
6. Legal Descriptions of Amendment Areas
7. Application
8. Property Deed
9. Ordinance 2021-15 (without attachments)
10. Resolution 2021-60 (without attachments)
11. TRC Comments
12. Legal Public Notice

ANCLOTE HARBOR

#22-02

Planning and Zoning Board – August 19, 2024

Board of Commissioners – September 3, 2024



SUMMARY OF REQUEST

42501 U.S. Highway 19 North

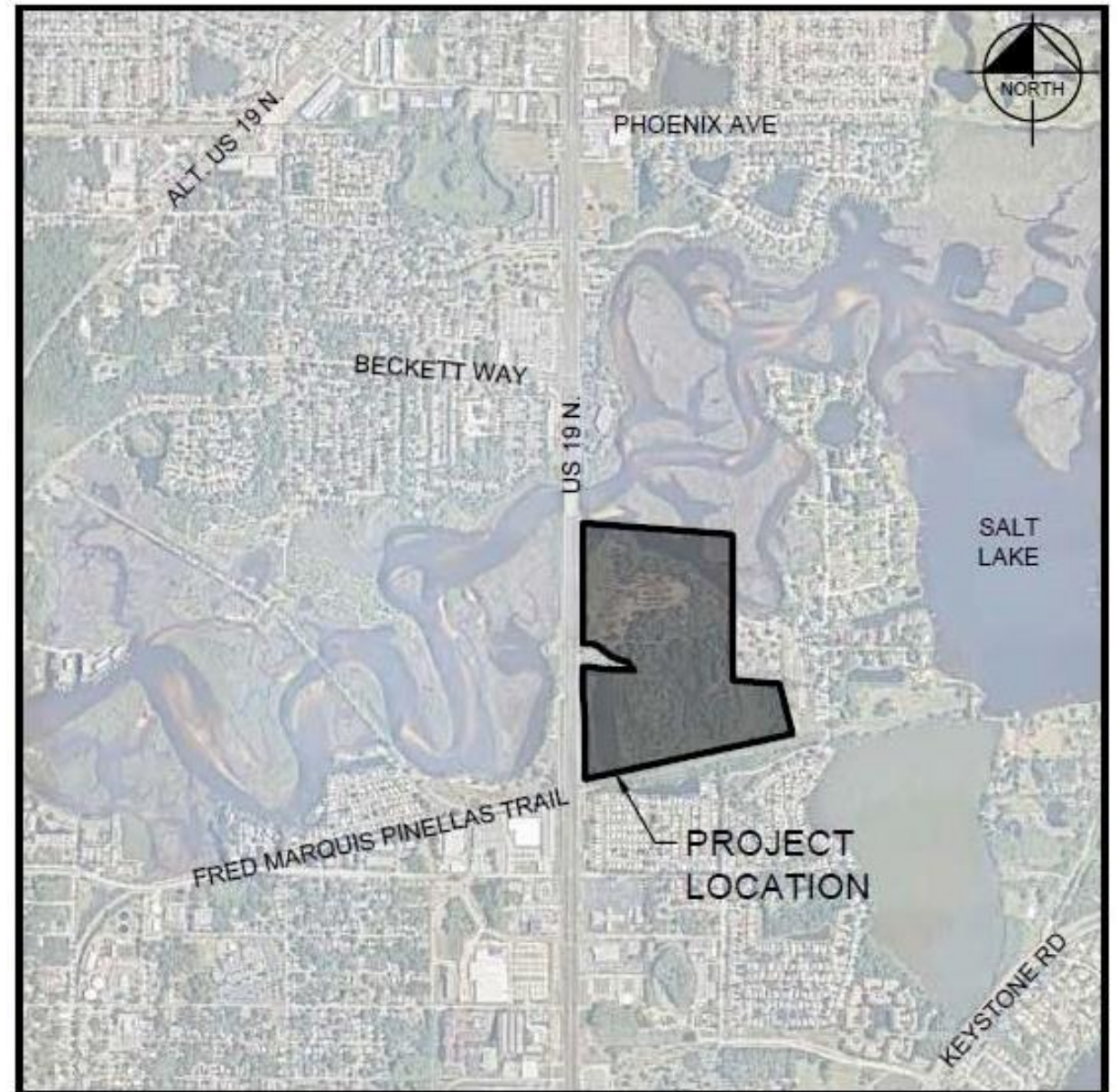
- Residential Planned Development on 64.17 acres approved under Resolution 2021-60.

Ordinance 2024-06: Future Land Use Map Amendment for 36.64 acres:

- from Commercial General, Residential/Office General and Preservation
- to Recreation / Open Space and Preservation

Applicant: Richard Buck, Morgan Group Development LLC

Owner: Wal-Mart Stores



LOCATION MAP

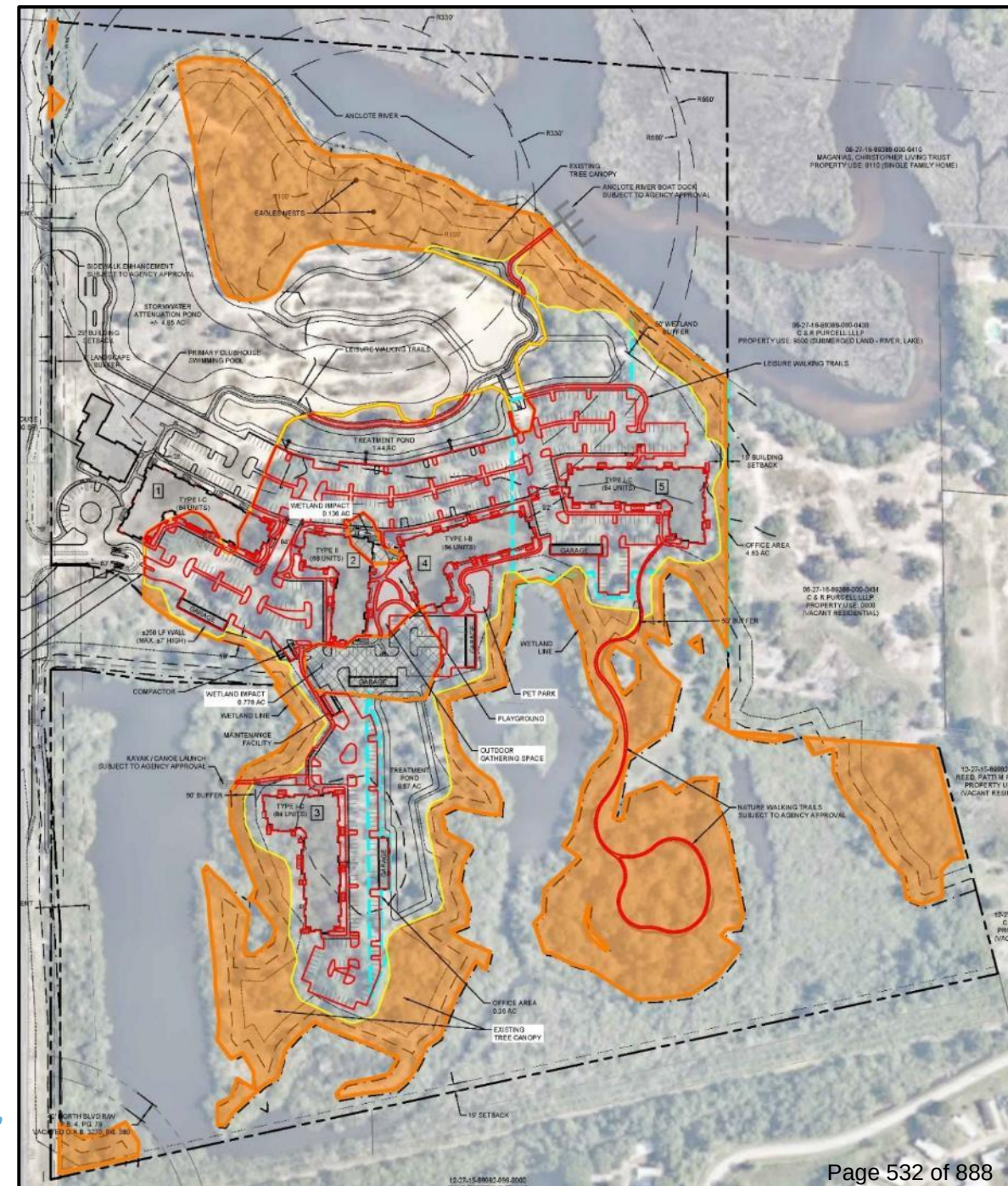


ANCLOTE HARBOR PLANNED DEVELOPMENT

Condition #7 of Resolution 2021-60 approving the Final Planned Development requires the applicant to :

- ***request amendment*** of the preserved upland habitat to the Recreation/Open Space (R/OS) category on the Future Land Use Map,

Areas of longleaf pine/xeric oak habitat (upland) to be preserved shown in orange.





ANCLOTE HARBOR PLANNED DEVELOPMENT

Condition #7 of Resolution 2021-60 approving the Final Planned Development requires the applicant to:

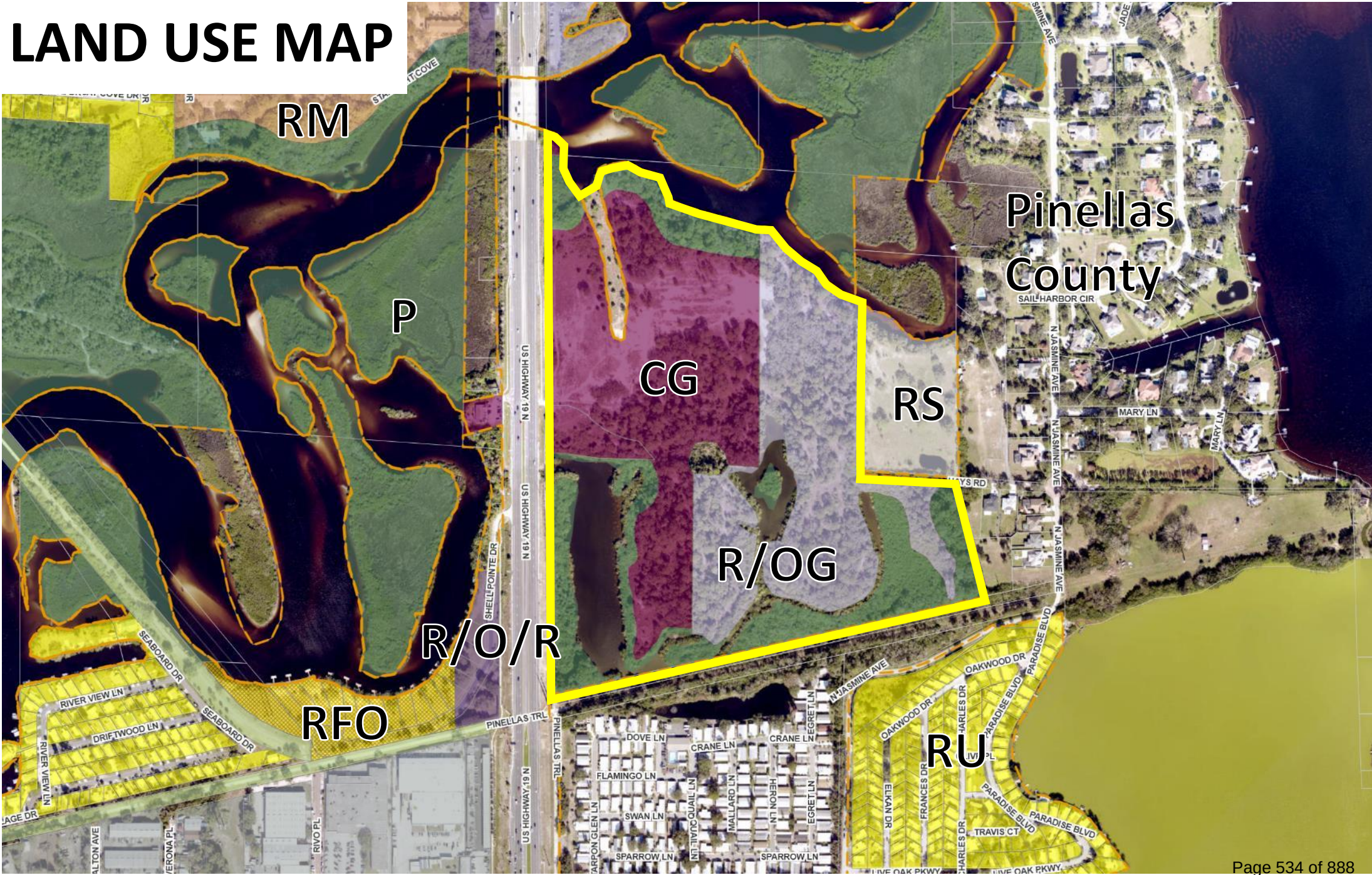
- ***request amendment*** to adjust the existing Preservation (P) category on the Future Land Use Map to accurately reflect the extent of wetlands to remain on site.

The applicant has met Condition #7 of Resolution 2021-60.

Shaded area shows jurisdictional wetlands on the property.



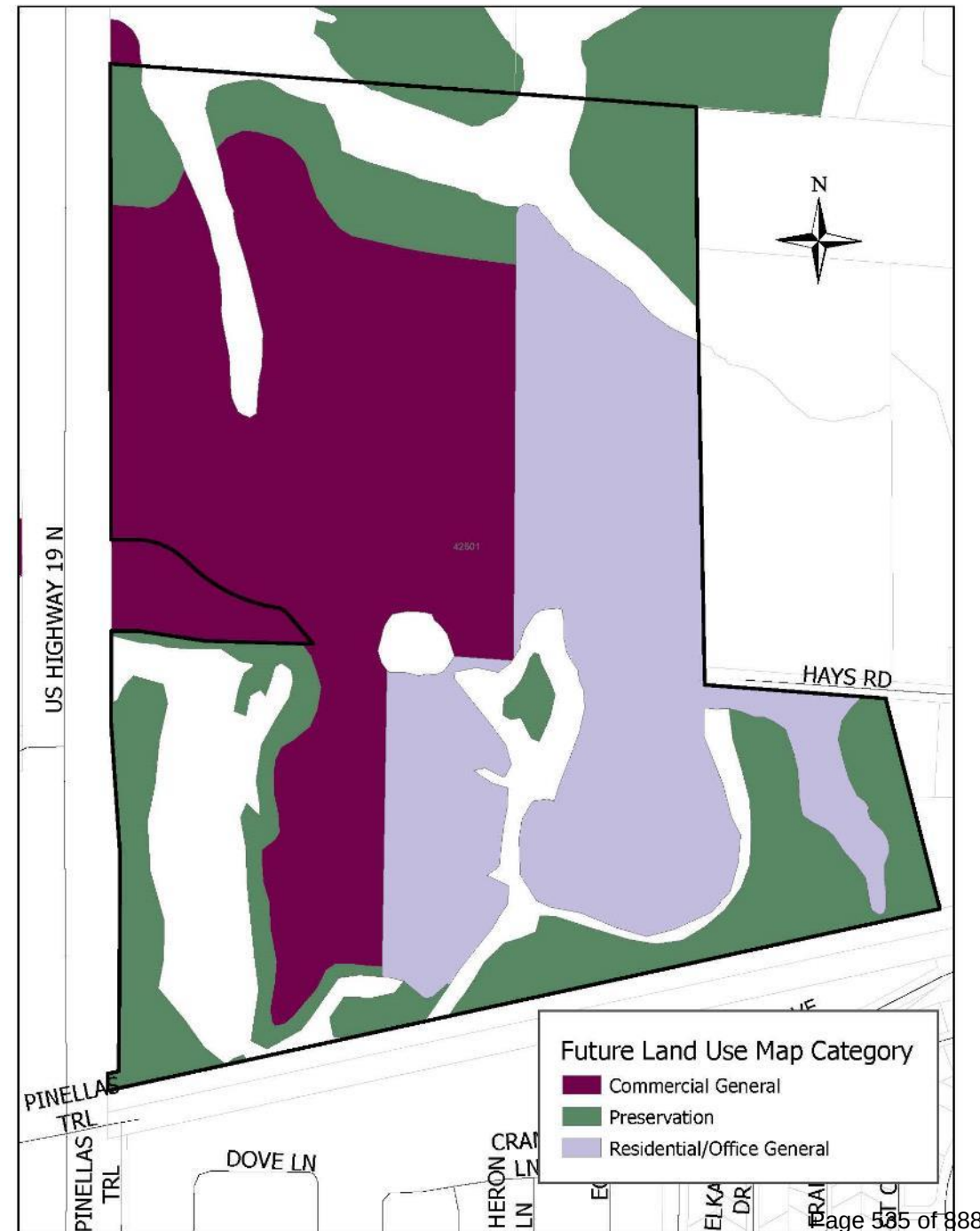
FUTURE LAND USE MAP



CURRENT FUTURE LAND USE MAP

Future Land Use Map categories following natural habitat lines are initially drawn based on interpretation of aerial photography. The current map shows:

- approximately 42 acres in Commercial General and Residential/Office General categories
- approximately 14 acres in Preservation
- approximately 8 acres as undesignated

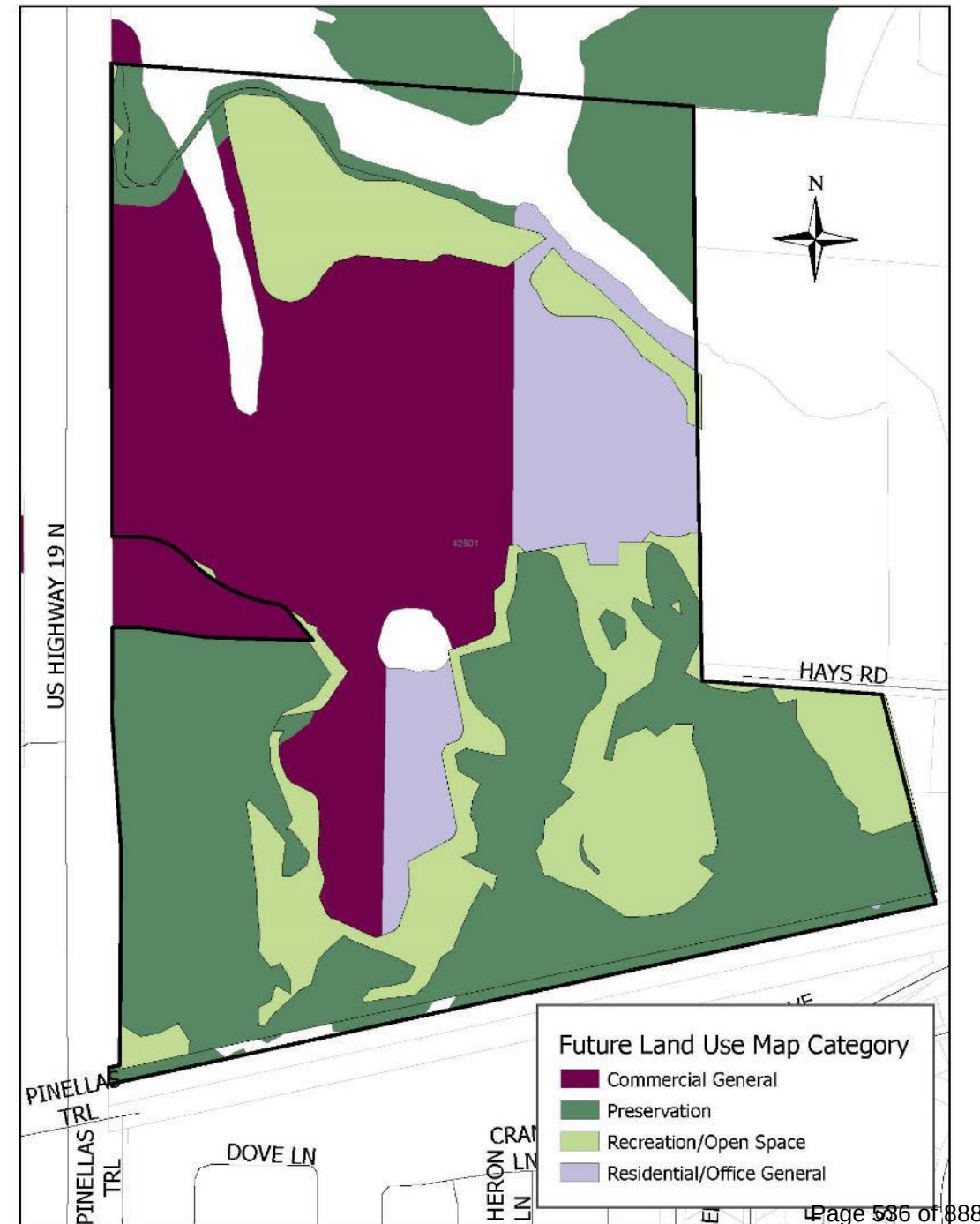




PROPOSED FUTURE LAND USE MAP

The proposed Future Land Use Map categories are drawn based on field surveyed habitat lines and will show:

- 27.53 acres remaining in Commercial General and Residential/Office General categories
- 14.56 acres amended to Recreation/Open Space category
- 22.08 acres of expanded/adjusted Preservation category





REVIEW CRITERIA – FLUM AMENDMENT

- 1) Consistent with the applicable Comprehensive Plan policies –
 - The requested Recreation/Open Space and Preservation FLUM categories are consistent with the intent of those categories and are compatible with the surrounding area as described in the following Comprehensive Plan policies:
 - Policy 2.6.2 Recreational/Open Space category
 - Policy 2.6.1 Preservation category
 - The current development must preserve the 14.559 acres of upland habitat and the 22.08 acres of wetland habitat and place it all in a conservation easement. This must be done regardless of the outcome of the FLUM amendment request.
 - The adopted FLUM amendment would be a permanent change to the map.
 - Denial of the FLUM amendment would not affect the current development but would affect a future development if the current one is not realized.

PRELIMINARY STAFF RECOMMENDATION

#22-02 - *Approval* of the following:

- **Ordinance 2024-06** amending 36.64 acres (MOL) from Commercial General (CG), Residential/Office General (R/OG) and Preservation (P) to Recreation/Open Space (R/OS) and Preservation (P).

Public Notice Provided – No responses were received



PLANNING AND ZONING BOARD RECOMMENDATION

Ordinance 2024-06, Application 22-02. - The Planning and Zoning Board reviewed this item at their regular meeting of August 19, 2024 with six members present. The Board voted to recommend approval of the application with two members dissenting.

Two members of the public commented on the item. An exhibit was provided to the Board and is included in the agenda packet. Four additional members of the public submitted written comments. These are also included with the agenda packet.

ORDINANCE 2024-06

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TARPON SPRINGS, FLORIDA, FOR A PORTION OF THE 64.17 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 42501 U.S. HIGHWAY 19 NORTH, ON THE EAST SIDE OF U.S. HIGHWAY 19 NORTH, THAT PORTION BEING 36.64 ACRES, MORE OR LESS, IN SIZE, FROM FUTURE LAND USE MAP DESIGNATIONS R/OG (RESIDENTIAL/OFFICE GENERAL), CG (COMMERCIAL GENERAL) AND (P) PRESERVATION, TO, FUTURE LAND USE MAP DESIGNATIONS R/OS (RECREATION/OPEN SPACE) AND P (PRESERVATION); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said parcel has requested to amend the Future Land Use Map designation of a 36.64-acre portion, more or less, of said parcel from Commercial General (CG), Residential/Office General (R/OG), and Preservation (P) designations to, Recreation/Open Space (R/OS) and Preservation (P) designations (Application 22-02); and,

WHEREAS, the permitted uses within the R/OS, Recreation/Open Space, land use designation, and the Preservation land use designation, are compatible with the surrounding and existing land uses; and,

WHEREAS, the Board of Commissioners has determined that an amendment of the Future Land Use Map designations of the property from CG (Commercial General), R/OG (Residential/Office General), and P (Preservation) to R/OS (Recreation/Open Space) and P (Preservation) designations is appropriate; and,

WHEREAS, the Board of Commissioners adopted Ordinance 2021-15 approving a rezoning of the property to RPD (Residential Planned Development) district on October 26, 2022; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this application on August 19, 2024; and,

WHEREAS, this Ordinance has been duly advertised in accordance with the requirements of Chapter 166.041, F.S. and Section 206.00 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That the Board of Commissioners finds that this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. The Board of Commissioners finds that this amendment to R/OS (Recreation/Open Space) land use designation, and P (Preservation) land use designation, is appropriate.

Section 2. LAND USE PLAN DESIGNATION

The Future Land Use Map of the Future Land Use Element of the Tarpon Springs Comprehensive Plan is hereby amended for 14.559 acres, more or less, to Recreation/Open Space (R/OS) for a portion of the property located at 42501 U.S. Highway 19, Tarpon Springs, Florida and further described in Exhibit A attached hereto.

The Future Land Use Map of the Future Land Use element of the Tarpon Springs Comprehensive Plan is hereby amended for 22.078 acres, more or less, to Preservation (P) for a portion of the property located at 42501 U.S. Highway 19, Tarpon Springs, Florida and further described in Exhibit B attached hereto.

Section 3. EFFECTIVE DATE

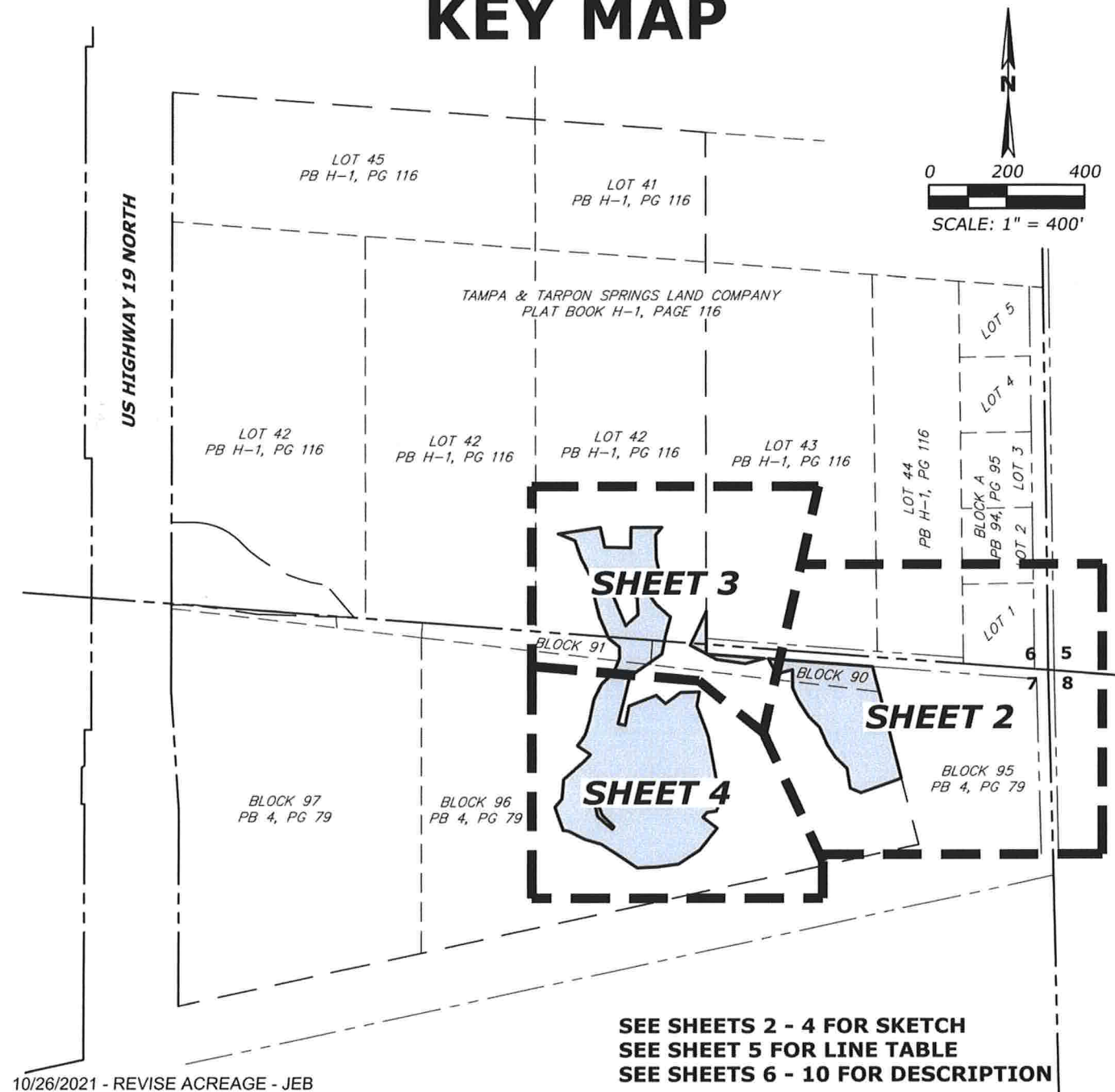
This Ordinance shall be effective upon approval in the manner provided by law.

**ANCLOTE HARBOR PLAN AMENDMENT
LEGAL DESCRIPTION OF PARCEL 1- 5.991 ACRES
FROM RESIDENTIAL/ OFFICE GENERAL & PRESERVATION CATEGORIES
TO RECREATION/ OPEN SPACE CATEGORY**

THIS IS NOT A SURVEY

SECTIONS 6 & 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

KEY MAP



PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION

DATE	PROJECT	DRAWN	QC	SCALE
7/16/2021	2020-1046	JEB	JEB	AS NOTED



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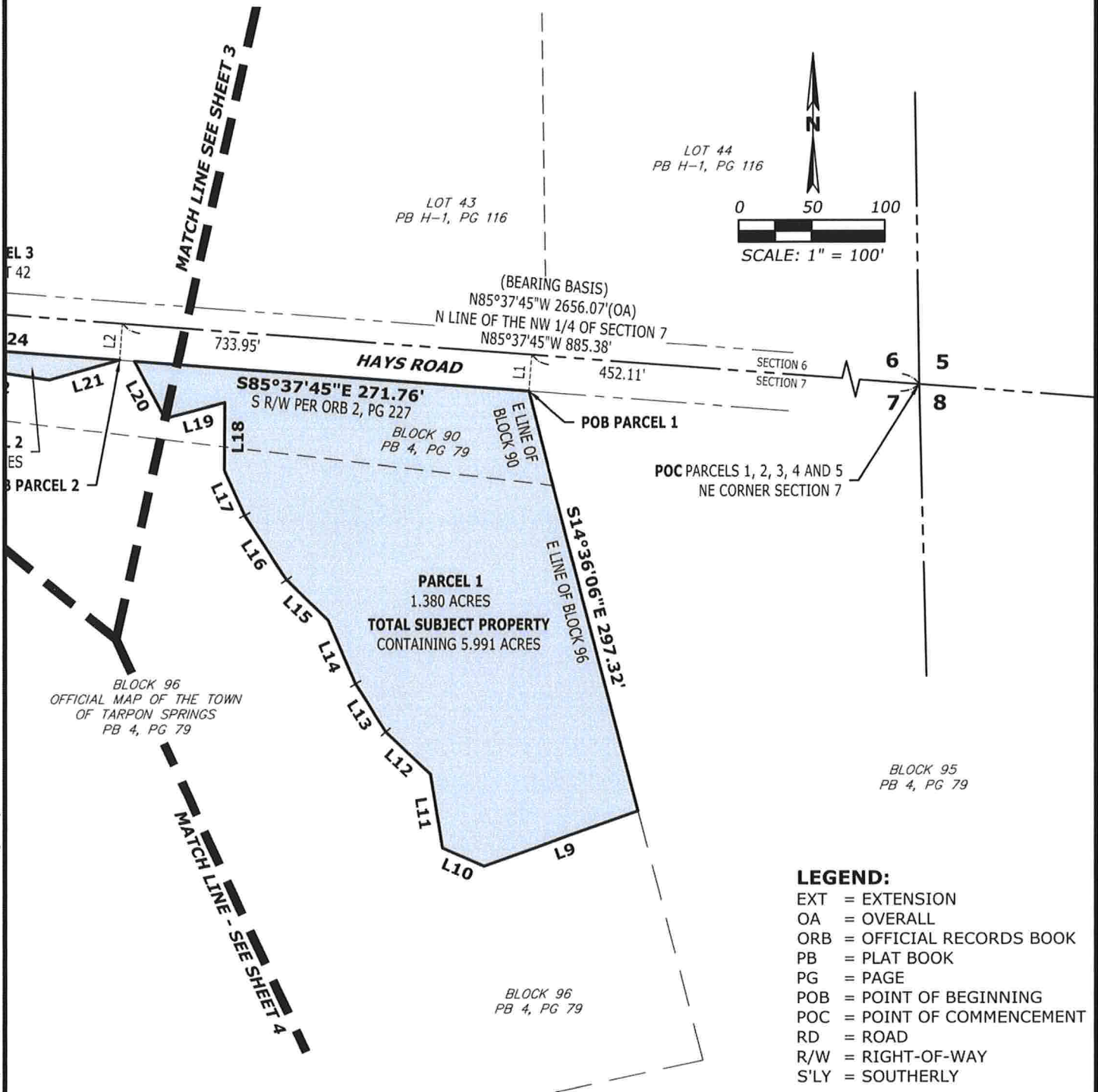
3030 STARKEY BOULEVARD
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421
www.fldandp.com
E-mail: info@fldandp.com
Engineer # - CA No. 33088
Survey # - LB8342

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
SKETCH AND LEGAL DESCRIPTION NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH E. BECKMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS 7204
CERTIFICATE OF AUTHORIZATION # LB 8342

THIS IS NOT A SURVEY



LEGEND:

EXT = EXTENSION
OA = OVERALL
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RD = ROAD
R/W = RIGHT-OF-WAY
S'LY = SOUTHERLY

PROJECT NAME

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SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION



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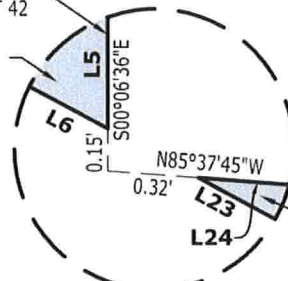
LEGEND:

EXT = EXTENSION
OA = OVERALL
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RD = ROAD
R/W = RIGHT-OF-WAY
S'LY = SOUTHERLY

LOT 42
PB H-1, PG 116

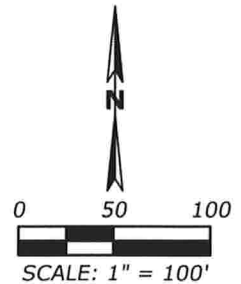
S'LY EXT OF E
LINE OF LOT 42

PARCEL 3
0.052 ACRES

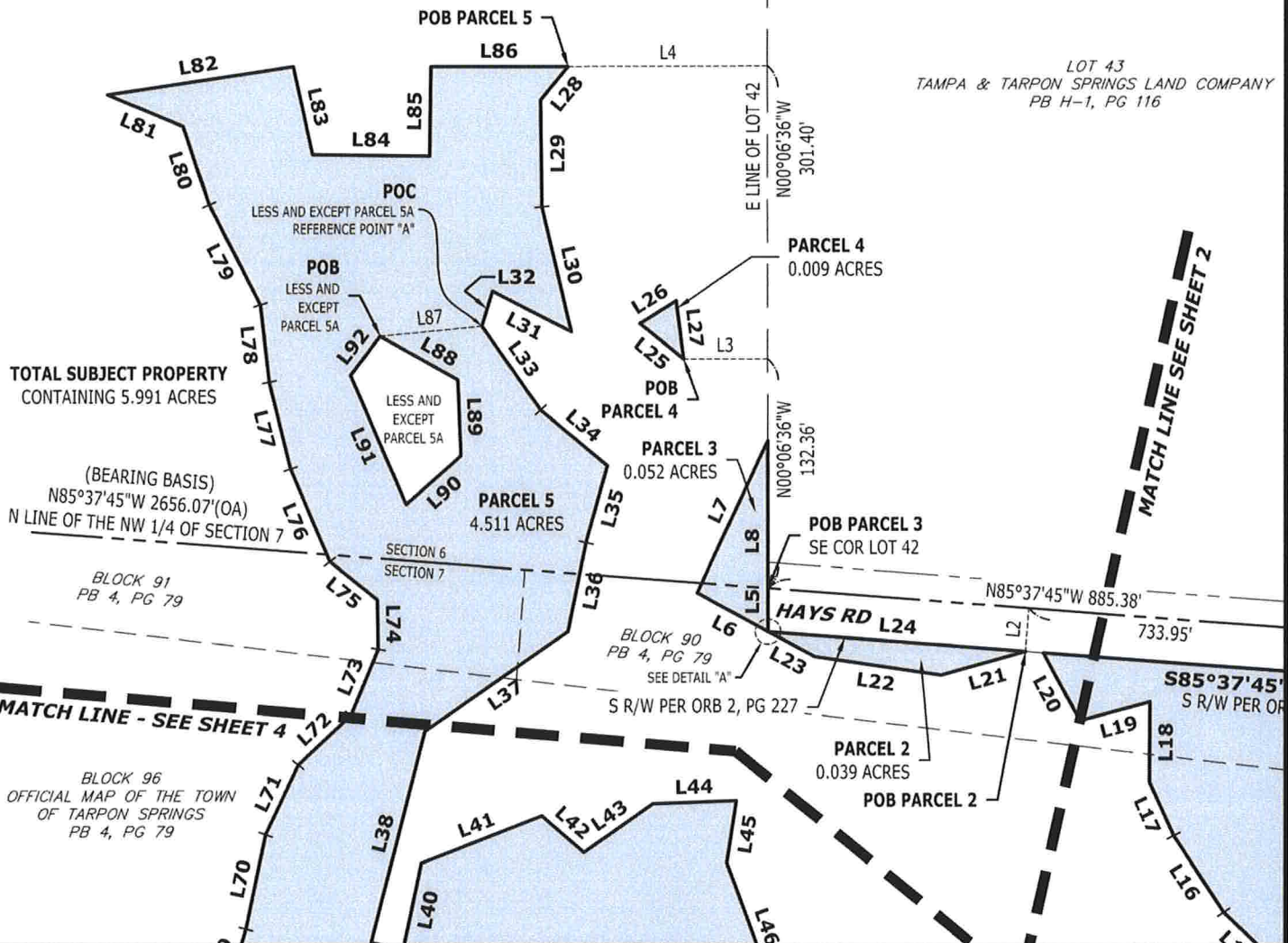


DETAIL "A"
NOT TO SCALE

PARCEL 2
0.039 ACRES



LOT 43
TAMPA & TARPON SPRINGS LAND COMPANY
PB H-1, PG 116



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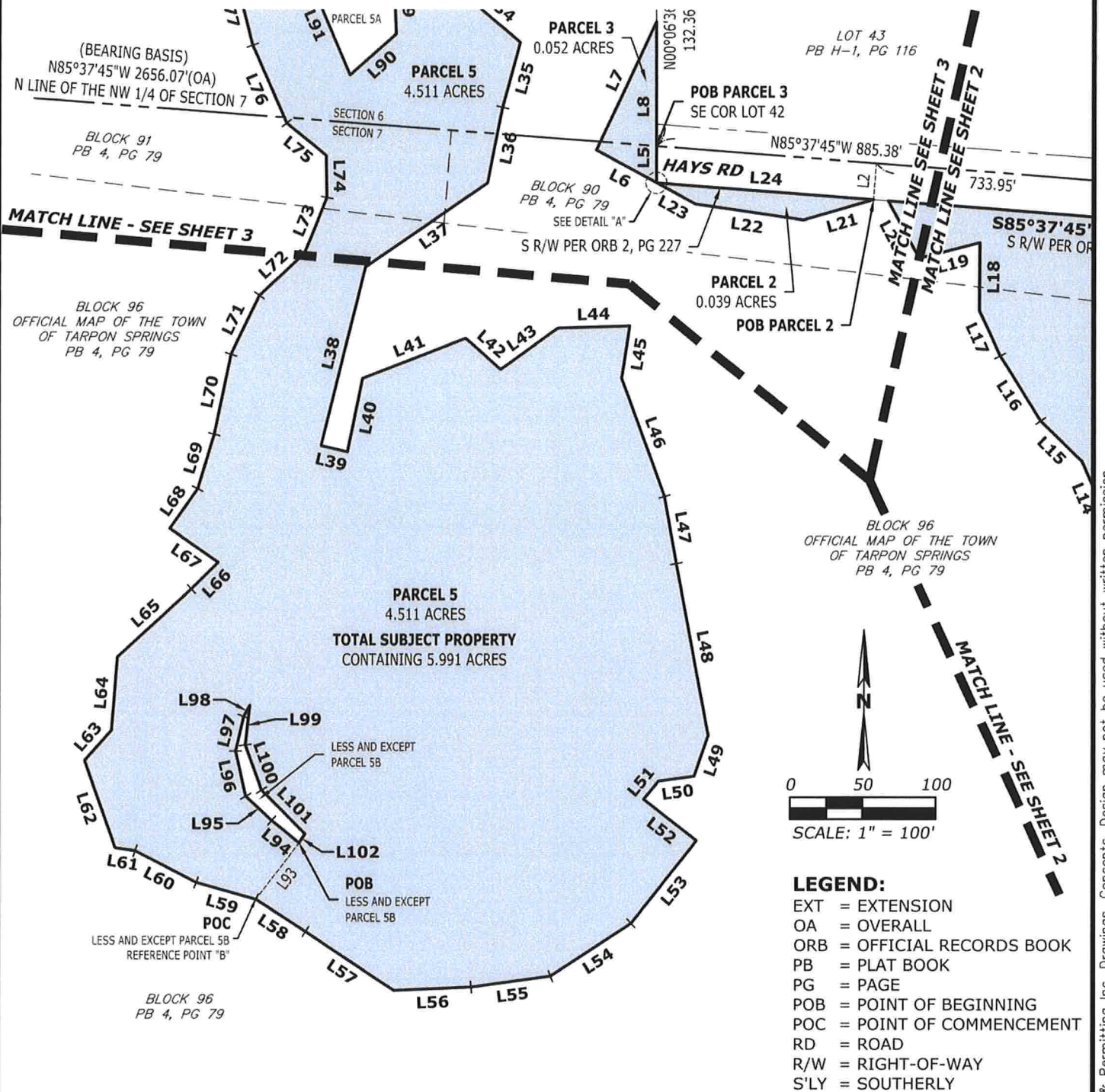


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LINE TABLE		
LINE	BEARING	LENGTH
L1	N04°22'15"E	25.00'
L2	N04°22'15"E	25.00'
L3	S89°53'24"W	49.09'
L4	S89°53'24"W	115.41'
L5	S00°06'36"E	24.93'
L6	N61°43'31"W	46.95'
L7	N25°06'22"E	96.95'
L8	S00°06'36"E	85.10'
L9	S70°20'01"W	112.53'
L10	N66°10'27"W	30.99'
L11	N09°10'00"W	51.06'
L12	N46°41'37"W	42.44'
L13	N32°32'36"W	39.13'
L14	N23°40'02"W	47.58'
L15	N45°32'27"W	39.41'
L16	N32°34'48"W	52.58'
L17	N24°23'38"W	34.03'
L18	N00°27'35"E	46.35'
L19	S75°16'06"W	42.52'
L20	N28°21'18"W	44.60'
L21	S74°12'35"W	50.42'
L22	N81°40'29"W	74.37'
L23	N61°43'31"W	30.23'
L24	S85°37'45"E	149.15'
L25	N50°46'26"W	32.60'
L26	N57°59'34"E	24.67'

LINE TABLE		
LINE	BEARING	LENGTH
L27	S07°20'03"E	33.97'
L28	S38°58'20"W	24.98'
L29	S00°40'43"E	61.55'
L30	S13°19'15"E	74.02'
L31	N63°10'42"W	51.45'
L32	S17°01'02"W	21.06'
L33	S35°28'18"E	59.22'
L34	S49°59'12"E	49.96'
L35	S15°08'31"W	46.09'
L36	S11°25'46"W	52.51'
L37	S55°20'44"W	101.07'
L38	S14°07'56"W	125.80'
L39	S77°11'58"E	18.80'
L40	N11°39'30"E	51.11'
L41	N68°42'23"E	75.40'
L42	S48°38'50"E	32.15'
L43	N54°34'44"E	48.69'
L44	N88°08'07"E	48.71'
L45	S08°47'04"W	36.33'
L46	S20°20'48"E	85.92'
L47	S10°14'29"E	46.59'
L48	S10°42'32"E	119.25'
L49	S18°58'41"W	29.66'
L50	S82°31'29"W	25.14'
L51	S39°51'39"W	16.05'
L52	S52°25'10"E	46.60'

LINE TABLE		
LINE	BEARING	LENGTH
L53	S38°57'33"W	72.49'
L54	S56°27'26"W	65.29'
L55	S82°15'04"W	55.68'
L56	S87°33'05"W	52.57'
L57	N56°41'29"W	72.99'
L58	N57°06'24"W	40.67'
L59	N74°15'21"W	41.97'
L60	N62°44'29"W	47.26'
L61	N80°44'26"W	14.12'
L62	N19°06'21"W	62.81'
L63	N40°52'16"E	27.66'
L64	N04°31'21"E	49.92'
L65	N47°37'02"E	68.95'
L66	N45°07'48"E	25.87'
L67	N55°08'22"W	40.54'
L68	N35°11'54"E	33.20'
L69	N16°51'01"E	38.80'
L70	N11°41'19"E	55.77'
L71	N25°28'51"E	44.57'
L72	N47°15'11"E	42.05'
L73	N22°14'40"E	41.30'
L74	N01°09'28"W	28.51'
L75	N51°08'52"W	35.26'
L76	N23°25'50"W	58.22'
L77	N13°57'25"W	51.64'
L78	N06°36'53"W	44.94'

LINE TABLE		
LINE	BEARING	LENGTH
L79	N27°12'42"W	64.84'
L80	N18°08'02"W	47.62'
L81	N67°30'04"W	47.35'
L82	N81°18'26"E	108.60'
L83	S12°50'18"E	52.06'
L84	S89°15'07"E	67.49'
L85	N00°44'23"E	51.67'
L86	N89°58'54"E	79.71'
L87	S84°27'03"W	58.97'
L88	S60°24'12"E	51.19'
L89	S02°34'02"E	43.80'
L90	S48°23'27"W	42.12'
L91	N23°19'23"W	81.12'
L92	N37°16'22"E	28.30'
L93	N37°36'35"E	48.47'
L94	N50°52'35"W	24.26'
L95	N46°33'50"W	24.33'
L96	N12°28'42"W	31.59'
L97	N13°14'58"E	24.13'
L98	N28°07'06"E	8.70'
L99	S06°25'32"W	27.25'
L100	S19°44'33"E	32.68'
L101	S44°40'06"E	42.28'
L102	S33°17'45"W	7.34'

PROJECT NAME

ANCLOTE HARBOR

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Oct 8, 2020 @ 8:25AM X:\1046\Legal\1046_Anclothe-ROS area-rev1.dwg - jbeckman

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LEGAL DESCRIPTION:**PARCEL 1**

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 452.11 FEET; THENCE SOUTH 04°22'15" WEST, FOR 25.00 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING A POINT ON THE EAST LINE OF BLOCK 90 OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAME ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID BLOCK 90, AND THE EAST LINE OF BLOCK 96 SAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, RESPECTIVELY, SOUTH 14°36'06" EAST, FOR 297.32 FEET; THENCE SOUTH 70°20'01" WEST, FOR 112.53 FEET; THENCE NORTH 66°10'27" WEST, FOR 30.99 FEET; THENCE NORTH 09°10'00" WEST, FOR 51.06 FEET; THENCE NORTH 46°41'37" WEST, FOR 42.44 FEET; THENCE NORTH 32°32'36" WEST, FOR 39.13 FEET; THENCE NORTH 23°40'02" WEST, FOR 47.58 FEET; THENCE NORTH 45°32'27" WEST, FOR 39.41 FEET; THENCE NORTH 32°34'48" WEST, FOR 52.58 FEET; THENCE NORTH 24°23'38" WEST, FOR 34.03 FEET; THENCE NORTH 00°27'35" EAST, FOR 46.35 FEET; THENCE SOUTH 75°16'06" WEST, FOR 42.52 FEET; THENCE NORTH 28°21'18" WEST, FOR 44.60 FEET TO AFORESAID SOUTH RIGHT-OF-WAY OF HAYS ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 271.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.380 ACRES.

TOGETHER WITH:**PARCEL 2**

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID

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LEGAL DESCRIPTION: (CONTINUED)

SECTION 7, NORTH 85°37'45" WEST, FOR 733.95 FEET; THENCE SOUTH 04°22'15" WEST, FOR 25.00 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE SOUTH 74°12'35" WEST, FOR 50.42 FEET; THENCE NORTH 81°40'29" WEST, FOR 74.37 FEET; THENCE NORTH 61°43'31" WEST, FOR 30.23 FEET TO AFORESAID SOUTH RIGHT-OF-WAY OF HAYS ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 149.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.039 ACRES.

TOGETHER WITH:

PARCEL 3

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE OF LOT 42, SOUTH 00°06'36" EAST, FOR 24.93 FEET; THENCE NORTH 61°43'31" WEST, FOR 46.95 FEET; THENCE NORTH 25°06'22" EAST, FOR 96.95 FEET TO AFORESAID EAST LINE OF LOT 42; THENCE ALONG SAID EAST LINE OF LOT 42, SOUTH 00°06'36" EAST, FOR 85.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.052 ACRES.

TOGETHER WITH:

PARCEL 4

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION



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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 42, NORTH 00°06'36" WEST, FOR 132.36 FEET; THENCE SOUTH 89°53'24" WEST, FOR 49.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°46'26" WEST, FOR 32.60 FEET; THENCE NORTH 57°59'34" EAST, FOR 24.67 FEET; THENCE SOUTH 07°20'03" EAST, FOR 33.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.009 ACRES.

TOGETHER WITH:

PARCEL 5

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 42, NORTH 00°06'36" WEST, FOR 301.40 FEET; THENCE SOUTH 89°53'24" WEST, FOR 115.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38°58'20" WEST, FOR 24.98 FEET; THENCE SOUTH 00°40'43" EAST, FOR 61.55 FEET; THENCE SOUTH 13°19'15" EAST, FOR 74.02 FEET; THENCE NORTH 63°10'42" WEST, FOR 51.45 FEET; THENCE SOUTH 17°01'02" WEST, FOR 21.06 FEET TO REFERENCE POINT "A"; THENCE SOUTH 35°28'18" EAST, FOR 59.22 FEET; THENCE SOUTH 49°59'12" EAST, FOR 49.96 FEET; THENCE SOUTH 15°08'31" WEST, FOR

PROJECT NAME

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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

46.09 FEET; THENCE SOUTH 11°25'46" WEST, FOR 52.51 FEET; THENCE SOUTH 55°20'44" WEST, FOR 101.07 FEET; THENCE SOUTH 14°07'56" WEST, FOR 125.80 FEET; THENCE SOUTH 77°11'58" EAST, FOR 18.80 FEET; THENCE NORTH 11°39'30" EAST, FOR 51.11 FEET; THENCE NORTH 68°42'23" EAST, FOR 75.40 FEET; THENCE SOUTH 48°38'50" EAST, FOR 32.15 FEET; THENCE NORTH 54°34'44" EAST, FOR 48.69 FEET; THENCE NORTH 88°08'07" EAST, FOR 48.71 FEET; THENCE SOUTH 08°47'04" WEST, FOR 36.33 FEET; THENCE SOUTH 20°20'48" EAST, FOR 85.92 FEET; THENCE SOUTH 10°14'29" EAST, FOR 46.59 FEET; THENCE SOUTH 10°42'32" EAST, FOR 119.25 FEET; THENCE SOUTH 18°58'41" WEST, FOR 29.66 FEET; THENCE SOUTH 82°31'29" WEST, FOR 25.14 FEET; THENCE SOUTH 39°51'39" WEST, FOR 16.05 FEET; THENCE SOUTH 52°25'10" EAST, FOR 46.60 FEET; THENCE SOUTH 38°57'33" WEST, FOR 72.49 FEET; THENCE SOUTH 56°27'26" WEST, FOR 65.29 FEET; THENCE SOUTH 82°15'04" WEST, FOR 55.68 FEET; THENCE SOUTH 87°33'05" WEST, FOR 52.57 FEET; THENCE NORTH 56°41'29" WEST, FOR 72.99 FEET; THENCE NORTH 57°06'24" WEST, FOR 40.67 FEET TO REFERENCE POINT "B"; THENCE NORTH 74°15'21" WEST, FOR 41.97 FEET; THENCE NORTH 62°44'29" WEST, FOR 47.26 FEET; THENCE NORTH 80°44'26" WEST, FOR 14.12 FEET; THENCE NORTH 19°06'21" WEST, FOR 62.81 FEET; THENCE NORTH 40°52'16" EAST, FOR 27.66 FEET; THENCE NORTH 04°31'21" EAST, FOR 49.92 FEET; THENCE NORTH 47°37'02" EAST, FOR 68.95 FEET; THENCE NORTH 45°07'48" EAST, FOR 25.87 FEET; THENCE NORTH 55°08'22" WEST, FOR 40.54 FEET; THENCE NORTH 35°11'54" EAST, FOR 33.20 FEET; THENCE NORTH 16°51'01" EAST, FOR 38.80 FEET; THENCE NORTH 11°41'19" EAST, FOR 55.77 FEET; THENCE NORTH 25°28'51" EAST, FOR 44.57 FEET; THENCE NORTH 47°15'11" EAST, FOR 42.05 FEET; THENCE NORTH 22°14'40" EAST, FOR 41.30 FEET; THENCE NORTH 01°09'28" WEST, FOR 28.51 FEET; THENCE NORTH 51°08'52" WEST, FOR 35.26 FEET; THENCE NORTH 23°25'50" WEST, FOR 58.22 FEET; THENCE NORTH 13°57'25" WEST, FOR 51.64 FEET; THENCE NORTH 06°36'53" WEST, FOR 44.94 FEET; THENCE NORTH 27°12'42" WEST, FOR 64.84 FEET; THENCE NORTH 18°08'02" WEST, FOR 47.62 FEET; THENCE NORTH 67°30'04" WEST, FOR 47.35 FEET; THENCE NORTH 81°18'26" EAST, FOR 108.60 FEET; THENCE SOUTH 12°50'18" EAST, FOR 52.06 FEET; THENCE SOUTH 89°15'07" EAST, FOR 67.49 FEET; THENCE NORTH 00°44'23" EAST, FOR 51.67 FEET; THENCE NORTH 89°58'54" EAST, FOR 79.71 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL 5A:

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFORESAID REFERENCE POINT "A"; THENCE SOUTH 84°27'03" WEST, FOR 58.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60°24'12" EAST, FOR 51.19 FEET; THENCE

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION

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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

SOUTH 02°34'02" EAST, FOR 43.80 FEET; THENCE SOUTH 48°23'27" WEST, FOR 42.12 FEET; THENCE NORTH 23°19'23" WEST, FOR 81.12 FEET; THENCE NORTH 37°16'22" EAST, FOR 28.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL 5B:

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFORESAID REFERENCE POINT "B"; THENCE NORTH 37°36'35" EAST, FOR 48.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°52'35" WEST, FOR 24.26 FEET; THENCE NORTH 46°33'50" WEST, FOR 24.33 FEET; THENCE NORTH 12°28'42" WEST, FOR 31.59 FEET; THENCE NORTH 13°14'58" EAST, FOR 24.13 FEET; THENCE NORTH 28°07'06" EAST, FOR 8.70 FEET; THENCE SOUTH 06°25'32" WEST, FOR 27.25 FEET; THENCE SOUTH 19°44'33" EAST, FOR 32.68 FEET; THENCE SOUTH 44°40'06" EAST, FOR 42.28 FEET; THENCE SOUTH 33°17'45" WEST, FOR 7.34 FEET TO THE POINT OF BEGINNING.

TOTAL PARCEL 5 CONTAINING 4.511 ACRES.

TOTAL SUBJECT PROPERTY CONTAINING 5.991 ACRES

SURVEYOR'S NOTES:

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY. THE GEOMETRY FOR THIS SKETCH IS BASED ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY, BOUNDARY SURVEY AND TIDAL WATER SURVEY TITLED "ANCLOTE HARBOR", PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC., DATED 9/14/2020 AND LAST REVISED 11/3/2020.
- 4) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING NORTH 85°37'45" WEST, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION



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Survey # - LB8342

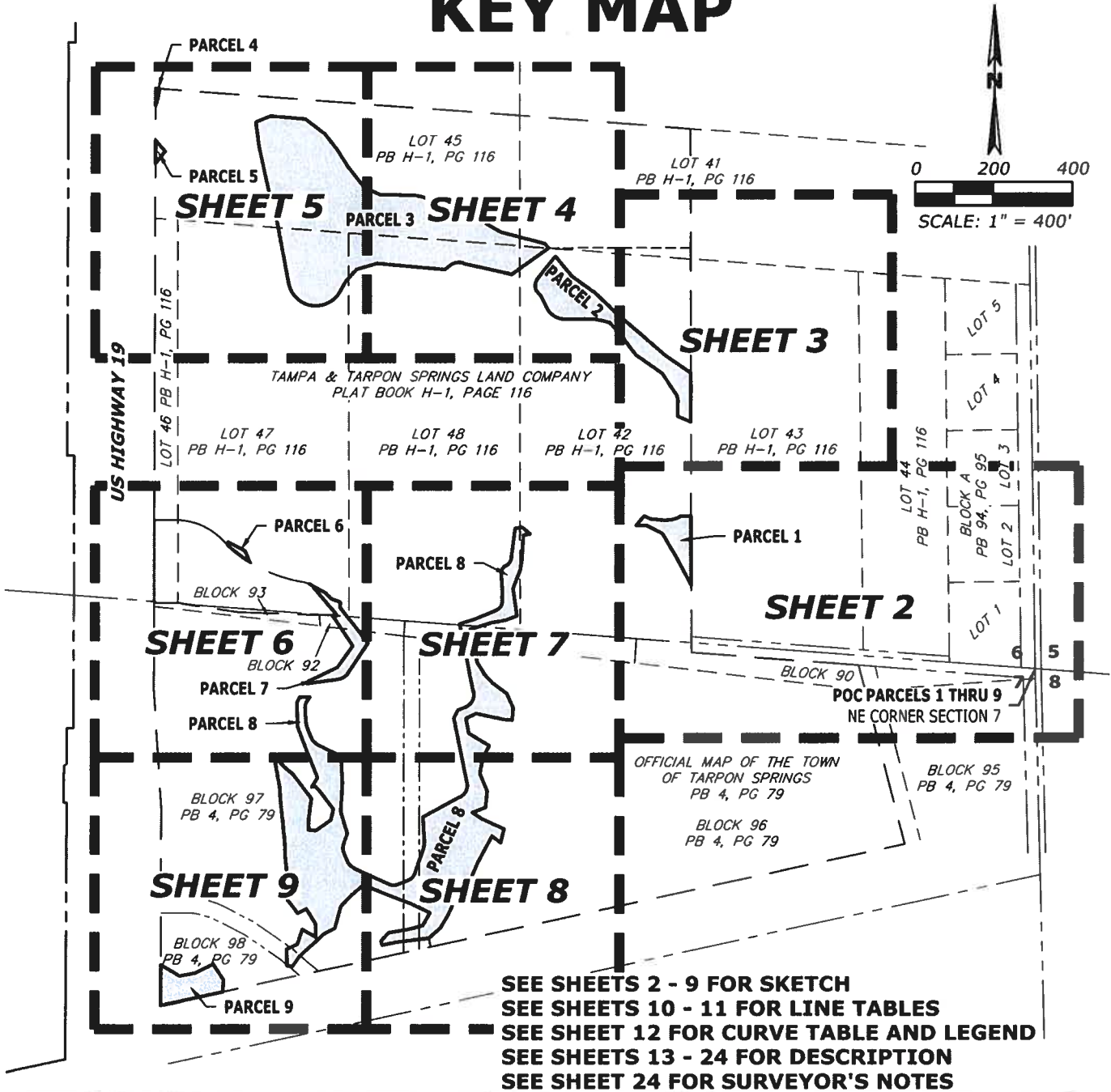
**ANCLOTE HARBOR PLAN AMENDMENT
LEGAL DESCRIPTION OF PARCEL 2- 8.568 ACRES**

**FROM COMMERCIAL GENERAL, RESIDENTIAL/ OFFICE GENERAL &
PRESERVATION CATEGORIES
TO RECREATION/ OPEN SPACE CATEGORY**

THIS IS NOT A SURVEY

SECTIONS 6 AND 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

KEY MAP



PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

DATE	PROJECT	DRAWN	QC	SCALE
12/8/2021	2020-1046	JEB	JEB	AS NOTED



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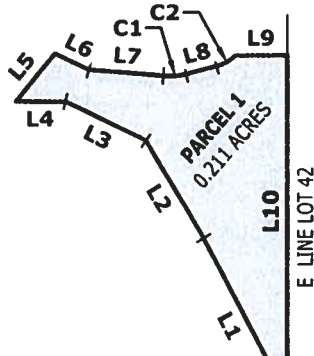
CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
SKETCH AND LEGAL DESCRIPTION NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


JOSEPH E. BECKMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA #LS7204
CERTIFICATE OF AUTHORIZATION #LB8342

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MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 7



LOT 43
PB H-1, PG 116

POB PARCEL 1

LOT 42
PB H-1, PG 116

E LINE LOT 42
N00°06'36"W 147.49'
567.37'(PARCEL 2)
1,014.01'(PARCEL 3)
1,319.34'(PARCELS 4 & 5)

POC PARCELS 1 THRU 9
NE CORNER SECTION 7

(BEARING BASIS)
N85°37'45"W 2656.07'(OA)
N LINE OF THE NW 1/4 OF SECTION 7
N85°37'45"W 885.38'

HAYS ROAD

SECTION 6
SECTION 7

S00°06'36"E 25.08'
(PARCELS 8 & 9)

S'LY EXT OF E LINE LOT 42

BLOCK 90
PB 4, PG 79

S R/W PER ORB 2, PG 227
N85°37'45"W
431.31'(PARCELS 8 & 9)

E LINE OF
BLOCK 90

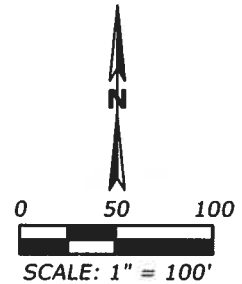
S14°36'06"E 474.15'
(PARCELS 8 & 9)
E LINE OF BLOCK 96

BLOCK 89
PB 4, PG 79

BLOCK 95
PB 4, PG 79

BLOCK 96
PB 4, PG 79

MATCH LINE - SEE SHEET 8



PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

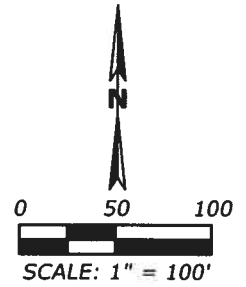
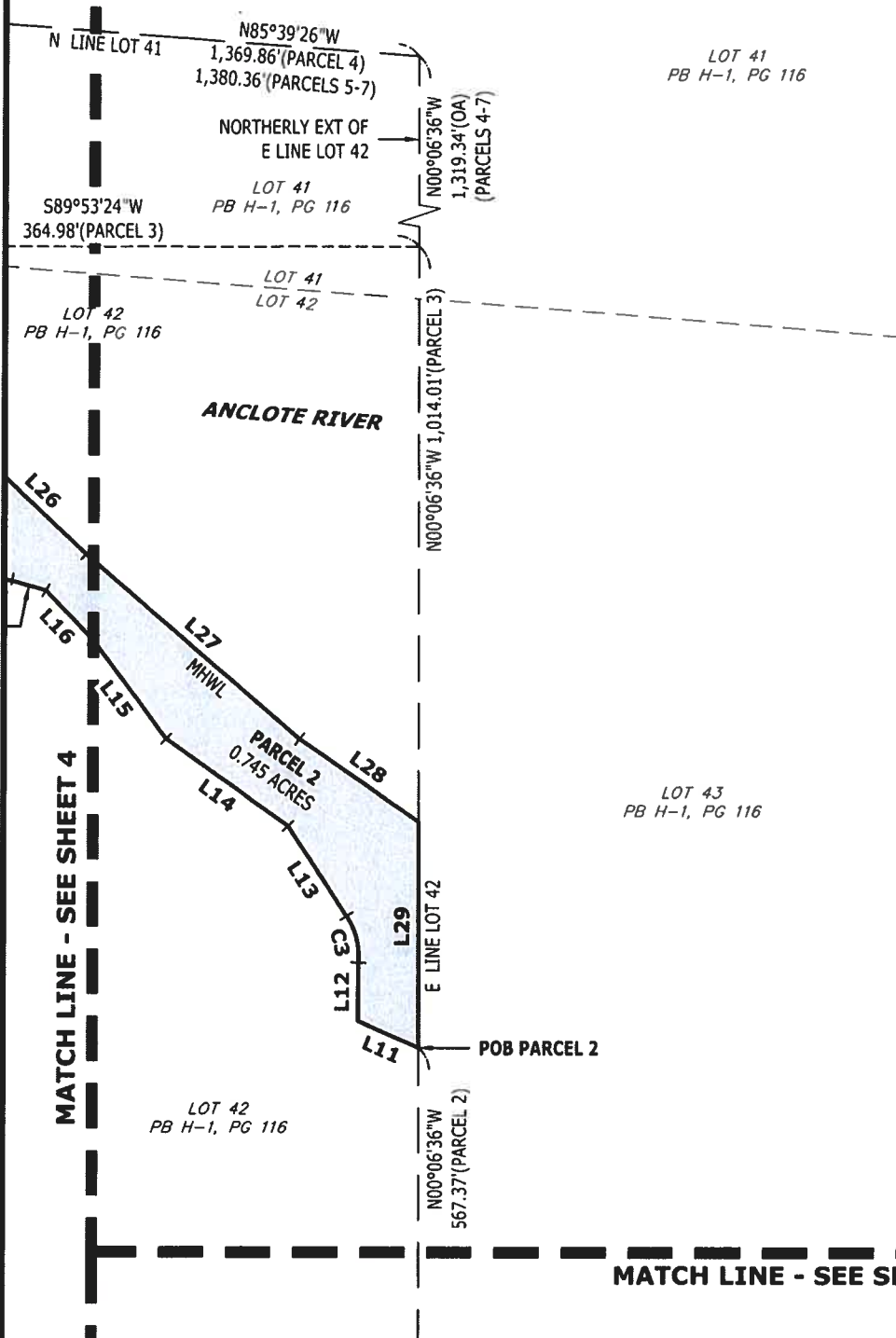


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PROJECT NAME

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SHEET 4 OF 24
Page 557 of 888

Oct 8, 2020 @ 8:25AM X:\1046\Legal\1046__Anclothe-Expanded ROS area.dwg - jbeckman



SHEET 5 OF 24
Page 558 of 888

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MATCH LINE - SEE SHEET 5

50°05'36"W 1,108.82'(PARCELS 6 & 7)
E R/W STATE ROAD 55 (US HIGHWAY 19)

L64

LOT 46
PB H-1, PG 116

NORTHERLY LINE OF
ORB 20382, PG 1516

C9(PARCEL 6)
POB PARCEL 6
PARCEL 6
0.020 ACRES

L65

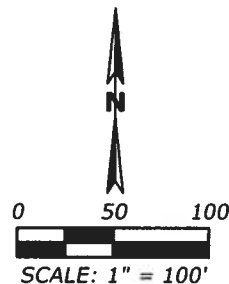
L66

C10

C11(OA)
(PARCEL 7)

ORB 20382
PG 1516

LOT 47
PB H-1, PG 116



SECTION 6
SECTION 7

STATE ROAD 55
(US HIGHWAY 19)
R/W WIDTH VARIES PER FDOT
R/W MAP SECTION 15150-2548

POB PARCEL 7
EASTERLY LINE OF
ORB 20382, PG 1516

BLOCK 93

SOUTHERLY LINE OF
ORB 20382, PG 1516

BLOCK 97
PB 4, PG 79

C12

L68

L69

L70

L71

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L73

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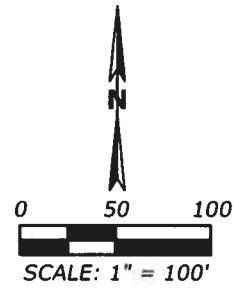
L368

L369

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MATCH LINE - SEE SHEET 6

LOT 48
PB H-1, PG 116



LOT 42
PB H-1, PG 116

MATCH LINE - SEE SHEET 2

L70
L71
L72

SECTION 6
SECTION 7

PARCEL 7
0.206 ACRES
L73
L74

BLOCK 97
PB 4, PG 79

FORMER JAPONICA AVENUE
PER PB 4, PG 79
VACATED BY ORB 3270, PG 380

BLOCK 96
PB 4, PG 79

BLOCK 91
PB 4, PG 79

BLOCK 96
PB 4, PG 79

PARCEL 8
3.483 ACRES
L146 L147 L148 C24 L149 L150 L151 L152 C26 L153 L154 L155 L156 L157 L158 L159 L160 L161 L162 L163 L164 L165 L166 L167 L168 L169 L170 L171 L172 L173 L174 L175 L176 L177

MATCH LINE - SEE SHEET 8

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION



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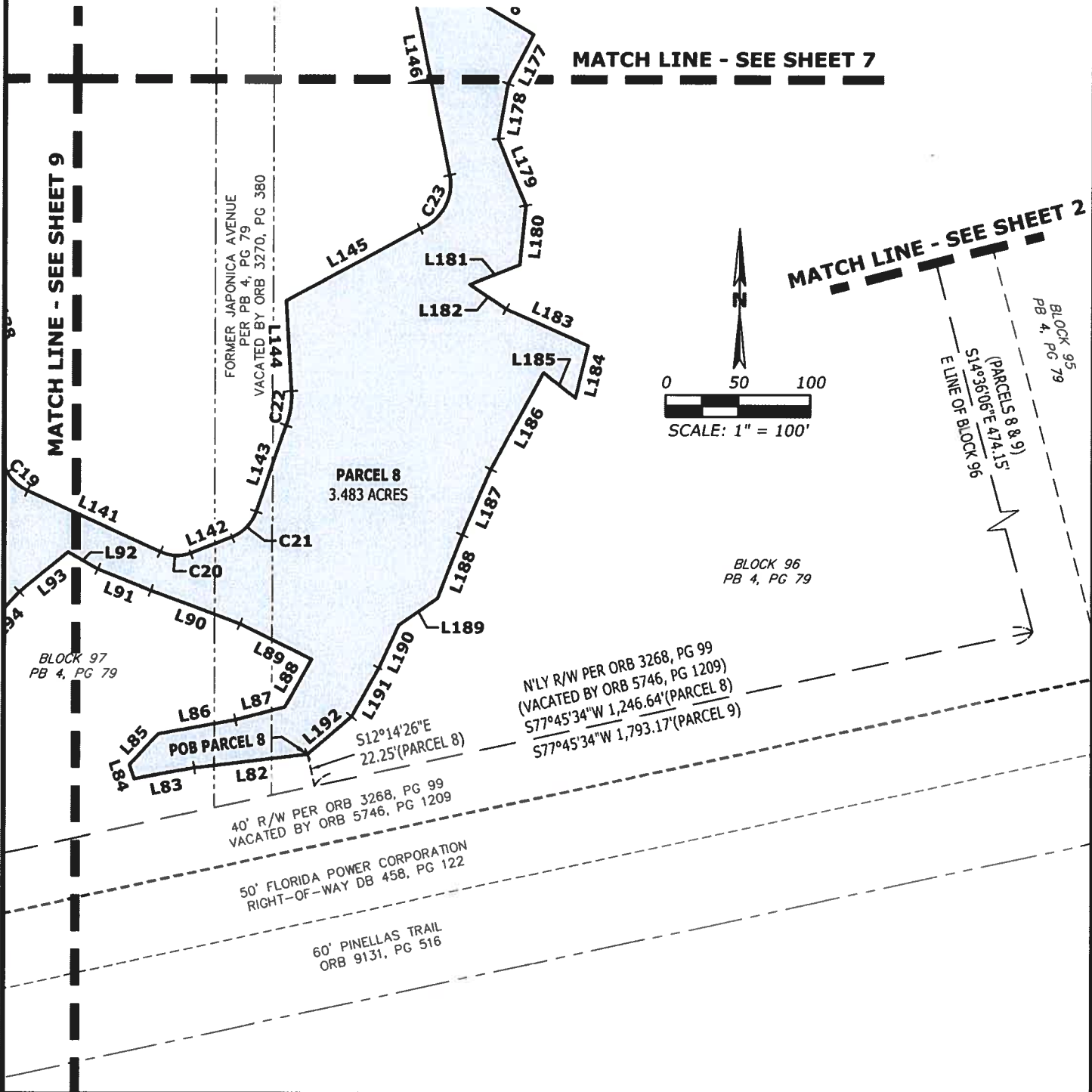
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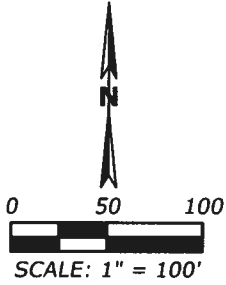
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MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 8



STATE ROAD 55
(US HIGHWAY 19)
R/W WIDTH VARIES PER FDOT
R/W MAP SECTION 15150-2548

E R/W STATE ROAD 55 (US HIGHWAY 19)

BLOCK 97
PB 4, PG 79

PARCEL 8
3.483 ACRES

BLOCK 97
PB 4, PG 79

RIGHT-OF-WAY PER
ORB 6222, PG 2159

FORMER NORTH BOULEVARD
PER PB 4, PG 79
VACATED BY ORB 3270, PG 380

BLOCK 98
PB 4, PG 79

PARCEL 9
0.263 ACRES

N'LY R/W PER ORB 3268, PG 99
(VACATED BY ORB 5746, PG 1209)

S77°45'34"W 1,793.17'(PARCEL 9)
40' R/W PER ORB 3268, PG 99
VACATED BY ORB 5746, PG 1209

50' FLORIDA POWER CORPORATION
RIGHT-OF-WAY DB 458, PG 122

60' PINELLAS TRAIL
ORB 9131, PG 516

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°53'29"W	93.45'
L2	N30°55'14"W	59.03'
L3	N63°50'53"W	46.40'
L4	S89°58'54"W	25.73'
L5	N38°58'18"E	32.15'
L6	S63°50'52"E	19.43'
L7	S85°39'09"E	39.09'
L8	N75°42'28"E	16.49'
L9	N89°39'45"E	26.97'
L10	S00°06'36"E	177.73'
L11	N66°32'13"W	37.18'
L12	N00°20'47"E	32.67'
L13	N33°09'40"W	60.05'
L14	N54°34'03"W	83.66'
L15	N36°53'49"W	68.48'
L16	N43°42'51"W	38.31'
L17	N73°59'56"W	19.66'
L18	N80°49'49"W	23.58'
L19	S89°43'41"W	74.48'
L20	N26°50'07"W	43.92'
L21	N44°16'23"W	17.17'
L22	N39°02'09"E	70.42'
L23	N49°33'26"E	3.35'
L24	S40°06'30"E	64.77'
L25	S53°51'17"E	73.13'

LINE TABLE		
LINE	BEARING	LENGTH
L26	S46°37'30"E	83.26'
L27	S49°22'27"E	157.84'
L28	S55°15'54"E	81.07'
L29	S00°06'36"E	125.90'
L30	S54°31'23"W	116.61'
L31	N77°18'30"W	126.47'
L32	S52°17'56"W	17.88'
L33	N84°51'49"W	79.54'
L34	N84°26'50"W	94.19'
L35	S73°41'10"W	55.63'
L36	S42°23'51"W	40.55'
L37	S30°34'46"W	33.27'
L38	N10°43'38"W	188.57'
L39	N17°50'15"W	51.00'
L40	N12°44'43"W	112.14'
L41	N07°39'37"W	63.98'
L42	N41°40'47"E	3.51'
L43	N68°41'17"E	38.48'
L44	S85°28'02"E	89.80'
L45	S51°59'53"E	63.11'
L46	S39°19'56"E	51.48'
L47	S31°38'10"E	52.31'
L48	S39°09'56"E	68.34'
L49	S64°46'55"E	44.06'
L50	S89°21'56"E	89.11'

LINE TABLE		
LINE	BEARING	LENGTH
L51	S76°59'52"E	21.64'
L52	S67°42'49"E	69.88'
L53	S74°06'18"E	52.70'
L54	S60°04'55"E	98.25'
L55	S75°24'02"E	116.68'
L56	S40°06'30"E	15.22'
L57	S10°19'55"W	25.52'
L58	S17°12'40"W	20.15'
L59	N00°05'36"E	45.15'
L60	S85°39'26"E	10.50'
L61	S41°51'26"E	37.82'
L62	S39°07'29"W	40.15'
L63	N00°05'36"E	59.32'
L64	S89°54'24"E	56.74'
L65	N03°00'47"E	8.73'
L66	S62°51'49"E	49.85'
L67	S21°43'38"E	31.46'
L68	S60°43'16"E	48.61'
L69	S43°28'16"E	20.94'
L70	S72°30'38"E	21.71'
L71	S30°00'00"E	3.43'
L72	S05°18'47"W	11.18'
L73	S38°20'09"E	117.42'
L74	S34°00'08"W	89.62'
L75	S81°55'58"W	79.91'

LINE TABLE		
LINE	BEARING	LENGTH
L76	N28°45'30"E	6.83'
L77	N64°28'34"E	82.52'
L78	N35°10'39"E	67.67'
L79	N33°40'33"W	94.86'
L80	S88°11'44"E	12.62'
L81	N40°04'21"W	94.70'
L82	S83°06'27"W	79.09'
L83	S79°38'52"W	41.73'
L84	N19°21'59"W	10.25'
L85	N43°19'27"E	29.38'
L86	N79°34'27"E	53.82'
L87	N75°43'04"E	35.25'
L88	N28°58'55"E	37.68'
L89	N63°54'43"W	55.12'
L90	N69°36'40"W	65.43'
L91	N68°11'34"W	39.64'
L92	N60°08'41"W	23.71'
L93	S50°54'07"W	43.46'
L94	S42°34'28"W	39.50'
L95	S15°51'40"W	59.10'
L96	S61°58'58"W	30.35'
L97	S47°55'50"W	86.37'
L98	S34°37'47"W	31.44'
L99	N82°29'18"W	14.44'
L100	N00°38'51"W	42.65'

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION



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LINE TABLE		
LINE	BEARING	LENGTH
L101	N64°24'52"E	30.53'
L102	N18°55'47"E	39.77'
L103	S60°11'47"E	39.08'
L104	N00°38'19"W	33.02'
L105	N30°43'06"W	44.91'
L106	S64°35'49"W	25.25'
L107	N36°49'40"W	47.53'
L108	N04°35'58"E	38.99'
L109	N05°27'16"W	76.40'
L110	N00°20'49"E	23.62'
L111	N05°56'55"W	114.94'
L112	N03°37'24"W	37.17'
L113	N10°46'58"W	58.87'
L114	N42°24'27"E	10.60'
L115	S43°18'22"E	27.60'
L116	S50°13'45"E	24.76'
L117	S37°24'15"E	78.72'
L118	S07°08'37"W	54.01'
L119	S01°18'53"W	27.20'
L120	S86°42'57"E	18.82'
L121	N54°36'14"E	46.12'
L122	N13°40'44"E	28.34'
L123	N37°22'17"W	57.11'
L124	N42°37'54"W	17.16'
L125	S80°42'57"W	8.93'

LINE TABLE		
LINE	BEARING	LENGTH
L126	N31°55'17"E	28.22'
L127	N21°39'34"W	139.83'
L128	N01°54'36"W	63.75'
L129	N28°45'30"E	15.80'
L130	N90°00'00"E	26.32'
L131	S32°12'05"W	14.31'
L132	S02°40'41"E	41.15'
L133	S22°55'56"E	36.30'
L134	S47°27'22"E	15.38'
L135	S63°20'26"E	43.42'
L136	S03°03'31"E	47.55'
L137	S03°23'37"W	75.28'
L138	S16°32'26"E	58.53'
L139	S18°41'26"W	30.42'
L140	S23°56'07"E	29.38'
L141	S65°34'49"E	101.13'
L142	N68°31'13"E	30.90'
L143	N19°01'38"E	62.80'
L144	N03°16'53"W	62.62'
L145	N61°41'45"E	104.44'
L146	N11°28'57"W	170.18'
L147	N26°10'54"E	23.56'
L148	N69°50'23"E	17.38'
L149	N11°22'54"W	178.95'
L150	N72°51'19"E	43.73'

LINE TABLE		
LINE	BEARING	LENGTH
L151	N67°07'50"E	54.84'
L152	N00°00'00"E	31.12'
L153	N03°45'54"W	39.01'
L154	N07°21'49"E	75.39'
L155	N82°05'49"E	18.16'
L156	S51°24'26"E	27.46'
L157	S80°07'58"W	18.39'
L158	S03°11'23"W	57.62'
L159	S07°00'44"W	30.04'
L160	S21°01'22"W	53.86'
L161	S08°36'59"E	70.20'
L162	S70°13'39"W	32.19'
L163	S79°19'48"W	37.12'
L164	S72°41'25"W	56.23'
L165	S12°12'36"E	53.06'
L166	S11°08'14"E	34.26'
L167	S31°48'18"E	34.92'
L168	S44°01'19"E	31.32'
L169	S53°05'45"E	44.35'
L170	S24°19'48"E	40.26'
L171	S03°36'01"W	32.04'
L172	N86°14'31"W	20.78'
L173	N78°01'07"W	73.53'
L174	S64°01'43"W	28.92'
L175	S10°13'45"E	38.86'

LINE TABLE		
LINE	BEARING	LENGTH
L176	S59°26'30"E	61.25'
L177	S27°09'45"W	38.21'
L178	S09°54'46"W	38.44'
L179	S22°24'17"E	49.66'
L180	S05°31'28"W	41.14'
L181	S68°24'07"W	36.55'
L182	S56°03'15"E	29.95'
L183	S65°59'09"E	61.94'
L184	S13°45'32"W	37.09'
L185	N51°56'52"W	28.05'
L186	S28°17'23"W	75.44'
L187	S23°18'33"W	49.15'
L188	S21°02'11"W	46.65'
L189	S55°42'00"W	32.94'
L190	S24°59'14"W	32.53'
L191	S29°22'00"W	38.38'
L192	S48°48'30"W	39.66'
L193	S77°45'34"W	163.72'
L194	N00°05'36"E	104.56'
L195	S58°55'20"E	55.18'
L196	N79°35'48"E	40.82'
L197	N64°05'51"E	53.33'
L198	S32°49'12"E	48.85'
L199	S03°44'30"W	31.04'

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CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	33.85'	20°00'18"	11.82'	N85°42'37"E	11.76'
C2	23.77'	27°16'23"	11.31'	N60°45'11"E	11.21'
C3	40.99'	37°56'39"	27.14'	N14°11'20"W	26.65'
C4	50.11'	55°48'17"	48.80'	N62°04'01"W	46.90'
C5	29.93'	63°02'44"	32.93'	N07°30'47"E	31.29'
C6	35.43'	60°15'04"	37.26'	S82°25'28"W	35.57'
C7	70.96'	143°28'24"	177.69'	N77°29'23"W	134.77'
C8	166.00'	45°49'15"	132.75'	S66°59'46"E	129.24'
C9	374.00'	3°00'56"	19.68'	S45°35'37"E	19.68'
C10	374.00'	10°54'46"	71.23'	N52°33'27"W	71.13'
C11	374.00'	37°10'51"	242.70'	S62°40'34"E	238.46'
C12	35.00'	20°35'49"	12.58'	S70°58'05"E	12.51'
C13	38.79'	51°18'42"	34.74'	S56°16'37"W	33.59'
C14	35.00'	20°35'49"	12.58'	N50°22'16"W	12.51'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C15	25.44'	35°12'25"	15.63'	S14°55'31"W	15.39'
C16	30.52'	18°07'25"	9.65'	S13°52'13"E	9.61'
C17	34.61'	69°42'31"	42.11'	S37°54'47"E	39.56'
C18	25.50'	45°26'01"	20.22'	S01°13'07"E	19.69'
C19	30.63'	36°09'55"	19.33'	S47°29'52"E	19.01'
C20	25.10'	48°30'20"	21.25'	S87°13'37"E	20.62'
C21	28.86'	49°28'22"	24.92'	N43°45'50"E	24.15'
C22	57.90'	23°34'22"	23.82'	N08°30'18"E	23.65'
C23	32.53'	80°54'25"	45.93'	N28°58'15"E	42.21'
C24	34.84'	83°21'23"	50.69'	N30°17'47"E	46.34'
C25	27.08'	68°04'02"	32.17'	N34°02'01"E	30.31'
C26	20.00'	65°44'29"	22.95'	S29°06'21"W	21.71'
C27	29.16'	54°36'47"	27.79'	N34°40'12"E	26.75'

LEGEND

EXT = EXTENSION
 FDOT = FLORIDA DEPARTMENT OF
 TRANSPORTATION
 MHWL = MEAN HIGH WATER LINE
 N'LY = NORTHERLY
 OA = OVERALL
 ORB = OFFICIAL RECORDS BOOK

PB = PLAT BOOK
 PG = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 RD = ROAD
 R/W = RIGHT-OF-WAY
 S'LY = SOUTHERLY

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LEGAL DESCRIPTION:**PARCEL 1**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, NORTH 00°06'36" WEST, FOR 147.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°53'29" WEST, FOR 93.45 FEET; THENCE NORTH 30°55'14" WEST, FOR 59.03 FEET; THENCE NORTH 63°50'53" WEST, FOR 46.40 FEET; THENCE SOUTH 89°58'54" WEST, FOR 25.73 FEET; THENCE NORTH 38°58'18" EAST, FOR 32.15 FEET; THENCE SOUTH 63°50'52" EAST, FOR 19.43 FEET; THENCE SOUTH 85°39'09" EAST, FOR 39.09 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 11.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 33.85 FEET, A CENTRAL ANGLE OF 20°00'18", AND A CHORD BEARING AND DISTANCE OF NORTH 85°42'37" EAST, FOR 11.76 FEET; THENCE NORTH 75°42'28" EAST, FOR 16.49 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 11.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.77 FEET, A CENTRAL ANGLE OF 27°16'23", AND A CHORD BEARING AND DISTANCE OF NORTH 60°45'11" EAST, FOR 11.21 FEET; THENCE NORTH 89°39'45" EAST, FOR 26.97 FEET TO AFORESAID EAST LINE OF LOT 42; THENCE ALONG SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 177.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.211 ACRES.

TOGETHER WITH:**PARCEL 2**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, NORTH 00°06'36" WEST, FOR 567.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66°32'13" WEST, FOR 37.18 FEET; THENCE NORTH 00°20'47" EAST, FOR 32.67 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 27.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.99 FEET, A CENTRAL ANGLE OF 37°56'39", AND A CHORD BEARING AND DISTANCE OF NORTH 14°11'20" WEST, FOR 26.65 FEET; THENCE NORTH 33°09'40" WEST, FOR 60.05 FEET; THENCE NORTH 54°34'03" WEST, FOR 83.66 FEET; THENCE NORTH 36°53'49" WEST, FOR 68.48 FEET; THENCE NORTH 43°42'51" WEST, FOR 38.31 FEET; THENCE NORTH 73°59'56" WEST, FOR 19.66 FEET; THENCE NORTH 80°49'49" WEST, FOR 23.58 FEET; THENCE SOUTH 89°43'41" WEST, FOR 74.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY 48.80 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.11 FEET, A CENTRAL ANGLE OF 55°48'17", AND A CHORD BEARING AND DISTANCE OF NORTH 62°04'01" WEST, FOR 46.90 FEET; THENCE NORTH 26°50'07" WEST, FOR 43.92 FEET; THENCE NORTH 44°16'23" WEST, FOR 17.17 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 32.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.93 FEET, A CENTRAL ANGLE OF 63°02'44", AND A CHORD BEARING AND DISTANCE OF NORTH 07°30'47" EAST, FOR 31.29 FEET; THENCE NORTH 39°02'09" EAST, FOR 70.42 FEET; THENCE NORTH 49°33'26" EAST, FOR 3.35 FEET TO THE MEAN HIGH WATER LINE OF THE ANCLOTE RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 40°06'30" EAST, FOR 64.77 FEET; (2) SOUTH 53°51'17" EAST, FOR 73.13 FEET; (3) SOUTH 46°37'30" EAST, FOR 83.26 FEET; (4) SOUTH 49°22'27" EAST, FOR 157.84 FEET; (5) SOUTH 55°15'54" EAST, FOR 81.07 FEET TO AFORESAID EAST LINE OF LOT 42; THENCE ALONG SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 125.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.745 ACRES.

TOGETHER WITH:**PARCEL 3**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGAL DESCRIPTION: (CONTINUED)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, NORTH 00°06'36" WEST, FOR 1,014.01 FEET; THENCE SOUTH 89°53'24" WEST, FOR 364.98 FEET TO THE MEAN HIGH WATER LINE OF THE ANCLOTE RIVER, SAME BEING THE POINT OF BEGINNING; THENCE SOUTH 54°31'23" WEST, FOR 116.61 FEET; THENCE NORTH 77°18'30" WEST, FOR 126.47 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE WESTERLY 37.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.43 FEET, A CENTRAL ANGLE OF 60°15'04", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°25'28" WEST, FOR 35.57 FEET; THENCE SOUTH 52°17'56" WEST, FOR 17.88 FEET; THENCE NORTH 84°51'49" WEST, FOR 79.54 FEET; THENCE NORTH 84°26'50" WEST, FOR 94.19 FEET; THENCE SOUTH 73°41'10" WEST, FOR 55.63 FEET; THENCE SOUTH 42°23'51" WEST, FOR 40.55 FEET; THENCE SOUTH 30°34'46" WEST, FOR 33.27 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 177.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.96 FEET, A CENTRAL ANGLE OF 143°28'24", AND A CHORD BEARING AND DISTANCE OF NORTH 77°29'23" WEST, FOR 134.77 FEET; THENCE NORTH 10°43'38" WEST, FOR 188.57 FEET; THENCE NORTH 17°50'15" WEST, FOR 51.00 FEET; THENCE NORTH 12°44'43" WEST, FOR 112.14 FEET; THENCE NORTH 07°39'37" WEST, FOR 63.98 FEET; THENCE NORTH 41°40'47" EAST, FOR 3.51 FEET; THENCE NORTH 68°41'17" EAST, FOR 38.48 FEET; THENCE SOUTH 85°28'02" EAST, FOR 89.80 FEET; THENCE SOUTH 51°59'53" EAST, FOR 63.11 FEET; THENCE SOUTH 39°19'56" EAST, FOR 51.48 FEET; THENCE SOUTH 31°38'10" EAST, FOR 52.31 FEET; THENCE SOUTH 39°09'56" EAST, FOR 68.34 FEET; THENCE SOUTH 64°46'55" EAST, FOR 44.06 FEET; THENCE SOUTH 89°21'56" EAST, FOR 89.11 FEET TO THE MEAN HIGH WATER LINE OF THE ANCLOTE RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTH 76°59'52" EAST, FOR 21.64 FEET; (2) SOUTH 67°42'49" EAST, FOR 69.88 FEET; (3) SOUTH 74°06'18" EAST, FOR 52.70 FEET; (4) SOUTH 60°04'55" EAST, FOR 98.25 FEET; (5) SOUTH 75°24'02" EAST, FOR 116.68 FEET; (6) SOUTH 40°06'30" EAST, FOR 15.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.617 ACRES.

TOGETHER WITH:**PARCEL 4**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF

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LEGAL DESCRIPTION: (CONTINUED)

SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,369.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10°19'55" WEST, FOR 25.52 FEET; THENCE SOUTH 17°12'40" WEST, FOR 20.15 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°05'36" EAST, FOR 45.15 FEET TO AFORESAID NORTH LINE OF LOT 45; THENCE ALONG SAID NORTH LINE, SOUTH 85°39'26" EAST, FOR 10.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.006 ACRES.

TOGETHER WITH:**PARCEL 5**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND

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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 00°05'36" WEST, FOR 133.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°51'26" EAST, FOR 37.82 FEET; THENCE SOUTH 39°07'29" WEST, FOR 40.15 FEET TO AFORESAID EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19); THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°05'36" EAST, FOR 59.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.017 ACRES.

TOGETHER WITH:**PARCEL 6**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 00°05'36" WEST, FOR 1,108.82 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°54'24" EAST, FOR 56.74 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) SOUTHEASTERLY 132.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 45°49'15", AND A CHORD BEARING AND DISTANCE OF SOUTH 66°59'46" EAST, FOR 129.24 FEET TO A POINT OF REVERSE CURVE TO THE

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LEGAL DESCRIPTION: (CONTINUED)

LEFT; (3) SOUTHEASTERLY 19.68 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 03°00'56", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°35'37" EAST, FOR 19.68 FEET TO A POINT ON A CURVE TO THE LEFT, AND THE POINT OF BEGINNING; THENCE NORTH 03°00'47" EAST, FOR 8.73 FEET; THENCE SOUTH 62°51'49" EAST, FOR 49.85 FEET; THENCE SOUTH 21°43'38" EAST, FOR 31.46 FEET TO AFORESAID NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NORTHERLY LINE, NORTHWESTERLY 71.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 10°54'46", AND A CHORD BEARING AND DISTANCE OF NORTH 52°33'27" WEST, FOR 71.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.020 ACRES.

TOGETHER WITH:**PARCEL 7**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 00°05'36" WEST, FOR 1,108.82 FEET TO THE NORTHERLY LINE

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LEGAL DESCRIPTION: (CONTINUED)

OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE, AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516, RESPECTIVELY, THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 89°54'24" EAST, FOR 56.74 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) SOUTHEASTERLY 132.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 45°49'15", AND A CHORD BEARING AND DISTANCE OF SOUTH 66°59'46" EAST, FOR 129.24 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (3) SOUTHEASTERLY 242.70 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 37°10'51", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°40'34" EAST, FOR 238.46 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; (4) EASTERLY 12.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 20°35'49", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°58'05" EAST, FOR 12.51 FEET TO A POINT ON A CURVE TO THE RIGHT, AND THE POINT OF BEGINNING; THENCE SOUTH 60°43'16" EAST, FOR 48.61 FEET; THENCE SOUTH 43°28'16" EAST, FOR 20.94 FEET; THENCE SOUTH 72°30'38" EAST, FOR 21.71 FEET; THENCE SOUTH 30°00'00" EAST, FOR 3.43 FEET; THENCE SOUTH 05°18'47" WEST, FOR 11.18 FEET; THENCE SOUTH 38°20'09" EAST, FOR 117.42 FEET; THENCE SOUTH 34°00'08" WEST, FOR 89.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 34.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 38.79 FEET, A CENTRAL ANGLE OF 51°18'42", AND A CHORD BEARING AND DISTANCE OF SOUTH 56°16'37" WEST, FOR 33.59 FEET; THENCE SOUTH 81°55'58" WEST, FOR 79.91 FEET; THENCE NORTH 28°45'30" EAST, FOR 6.83 FEET; THENCE NORTH 64°28'34" EAST, FOR 82.52 FEET; THENCE NORTH 35°10'39" EAST, FOR 67.67 FEET; THENCE NORTH 33°40'33" WEST, FOR 94.86 FEET TO A SOUTHERLY LINE OF AFORESAID CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE, AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES: (1) SOUTH 88°11'44" EAST, FOR 12.62 FEET; (2) NORTH 40°04'21" WEST, FOR 94.70 FEET TO A POINT ON A CURVE TO THE LEFT; (3) NORTHWESTERLY 12.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 20°35'49", AND A CHORD BEARING AND DISTANCE OF NORTH 50°22'16" WEST, FOR 12.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.206 ACRES.

TOGETHER WITH:**PARCEL 8**

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LEGAL DESCRIPTION: (CONTINUED)

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG A SOUTHERLY EXTENSION OF SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 25.08 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 431.31 FEET TO THE EAST LINE OF BLOCK 90 OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID BLOCK 90, AND THE EAST LINE OF BLOCK 96 SAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, RESPECTIVELY, SOUTH 14°36'06" EAST, FOR 474.15 FEET TO THE NORTH RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 3268, PAGE 99 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS VACATED PER ORDINANCE 84-07 RECORDED IN OFFICIAL RECORDS BOOK 5746, PAGE 1209 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY VACATED RIGHT-OF-WAY, SOUTH 77°45'34" WEST, FOR 1,246.64 FEET; THENCE NORTH 12°14'26" WEST, FOR 22.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°06'27" WEST, FOR 79.09 FEET; THENCE SOUTH 79°38'52" WEST, FOR 41.73 FEET; THENCE NORTH 19°21'59" WEST, FOR 10.25 FEET; THENCE NORTH 43°19'27" EAST, FOR 29.38 FEET; THENCE NORTH 79°34'27" EAST, FOR 53.82 FEET; THENCE NORTH 75°43'04" EAST, FOR 35.25 FEET; THENCE NORTH 28°58'55" EAST, FOR 37.68 FEET; THENCE NORTH 63°54'43" WEST, FOR 55.12 FEET; THENCE NORTH 69°36'40" WEST, FOR 65.43 FEET; THENCE NORTH 68°11'34" WEST, FOR 39.64 FEET; THENCE NORTH 60°08'41" WEST, FOR 23.71 FEET; THENCE SOUTH 50°54'07" WEST, FOR 43.46 FEET; THENCE SOUTH 42°34'28" WEST, FOR 39.50 FEET; THENCE SOUTH 15°51'40" WEST, FOR 59.10 FEET; THENCE SOUTH 61°58'58" WEST, FOR 30.35 FEET; THENCE SOUTH 47°55'50" WEST, FOR 86.37 FEET; THENCE SOUTH 34°37'47" WEST, FOR 31.44 FEET; THENCE NORTH 82°29'18" WEST, FOR 14.44 FEET; THENCE NORTH 00°38'51" WEST, FOR 42.65 FEET; THENCE NORTH 64°24'52" EAST, FOR 30.53 FEET; THENCE NORTH 18°55'47" EAST, FOR 39.77 FEET; THENCE SOUTH 60°11'47" EAST, FOR 39.08 FEET;

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THENCE NORTH 00°38'19" WEST, FOR 33.02 FEET; THENCE NORTH 30°43'06" WEST, FOR 44.91 FEET; THENCE SOUTH 64°35'49" WEST, FOR 25.25 FEET; THENCE NORTH 36°49'40" WEST, FOR 47.53 FEET; THENCE NORTH 04°35'58" EAST, FOR 38.99 FEET; THENCE NORTH 05°27'16" WEST, FOR 76.40 FEET; THENCE NORTH 00°20'49" EAST, FOR 23.62 FEET; THENCE NORTH 05°56'55" WEST, FOR 114.94 FEET; THENCE NORTH 03°37'24" WEST, FOR 37.17 FEET; THENCE NORTH 10°46'58" WEST, FOR 58.87 FEET; THENCE NORTH 42°24'27" EAST, FOR 10.60 FEET; THENCE SOUTH 43°18'22" EAST, FOR 27.60 FEET; THENCE SOUTH 50°13'45" EAST, FOR 24.76 FEET; THENCE SOUTH 37°24'15" EAST, FOR 78.72 FEET; THENCE SOUTH 07°08'37" WEST, FOR 54.01 FEET; THENCE SOUTH 01°18'53" WEST, FOR 27.20 FEET; THENCE SOUTH 86°42'57" EAST, FOR 18.82 FEET; THENCE NORTH 54°36'14" EAST, FOR 46.12 FEET; THENCE NORTH 13°40'44" EAST, FOR 28.34 FEET; THENCE NORTH 37°22'17" WEST, FOR 57.11 FEET; THENCE NORTH 42°37'54" WEST, FOR 17.16 FEET; THENCE SOUTH 80°42'57" WEST, FOR 8.93 FEET; THENCE NORTH 31°55'17" EAST, FOR 28.22 FEET; THENCE NORTH 21°39'34" WEST, FOR 139.83 FEET; THENCE NORTH 01°54'36" WEST, FOR 63.75 FEET; THENCE NORTH 28°45'30" EAST, FOR 15.80 FEET; THENCE NORTH 90°00'00" EAST, FOR 26.32 FEET; THENCE SOUTH 32°12'05" WEST, FOR 14.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 15.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.44 FEET, A CENTRAL ANGLE OF 35°12'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 14°55'31" WEST, FOR 15.39 FEET; THENCE SOUTH 02°40'41" EAST, FOR 41.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 9.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.52 FEET, A CENTRAL ANGLE OF 18°07'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 13°52'13" EAST, FOR 9.61 FEET; THENCE SOUTH 22°55'56" EAST, FOR 36.30 FEET; THENCE SOUTH 47°27'22" EAST, FOR 15.38 FEET; THENCE SOUTH 63°20'26" EAST, FOR 43.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 42.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.61 FEET, A CENTRAL ANGLE OF 69°42'31", AND A CHORD BEARING AND DISTANCE OF SOUTH 37°54'47" EAST, FOR 39.56 FEET; THENCE SOUTH 03°03'31" EAST, FOR 47.55 FEET; THENCE SOUTH 03°23'37" WEST, FOR 75.28 FEET; THENCE SOUTH 16°32'26" EAST, FOR 58.53 FEET; THENCE SOUTH 18°41'26" WEST, FOR 30.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 20.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.50 FEET, A CENTRAL ANGLE OF 45°26'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°13'07" EAST, FOR 19.69 FEET; THENCE SOUTH 23°56'07" EAST, FOR 29.38 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 19.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.63 FEET, A CENTRAL ANGLE OF 36°09'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 47°29'52" EAST, FOR 19.01 FEET; THENCE SOUTH 65°34'49" EAST, FOR 101.13 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 21.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.10 FEET, A CENTRAL ANGLE OF 48°30'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 87°13'37" EAST, FOR 20.62 FEET; THENCE NORTH 68°31'13" EAST, FOR 30.90 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE

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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

NORTHEASTERLY 24.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.86 FEET, A CENTRAL ANGLE OF 49°28'22", AND A CHORD BEARING AND DISTANCE OF NORTH 43°45'50" EAST, FOR 24.15 FEET; THENCE NORTH 19°01'38" EAST, FOR 62.80 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 23.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 57.90 FEET, A CENTRAL ANGLE OF 23°34'22", AND A CHORD BEARING AND DISTANCE OF NORTH 08°30'18" EAST, FOR 23.65 FEET; THENCE NORTH 03°16'53" WEST, FOR 62.62 FEET; THENCE NORTH 61°41'45" EAST, FOR 104.44 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 45.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.53 FEET, A CENTRAL ANGLE OF 80°54'25", AND A CHORD BEARING AND DISTANCE OF NORTH 28°58'15" EAST, FOR 42.21 FEET; THENCE NORTH 11°28'57" WEST, FOR 170.18 FEET; THENCE NORTH 26°10'54" EAST, FOR 23.56 FEET; THENCE NORTH 69°50'23" EAST, FOR 17.38 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 50.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.84 FEET, A CENTRAL ANGLE OF 83°21'23", AND A CHORD BEARING AND DISTANCE OF NORTH 30°17'47" EAST, FOR 46.34 FEET; THENCE NORTH 11°22'54" WEST, FOR 178.95 FEET; THENCE NORTH 72°51'19" EAST, FOR 43.73 FEET; THENCE NORTH 67°07'50" EAST, FOR 54.84 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 32.17 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 27.08 FEET, A CENTRAL ANGLE OF 68°04'02", AND A CHORD BEARING AND DISTANCE OF NORTH 34°02'01" EAST, FOR 30.31 FEET; THENCE NORTH 00°00'00" EAST, FOR 31.12 FEET; THENCE NORTH 03°45'54" WEST, FOR 39.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 22.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 65°44'29", AND A CHORD BEARING AND DISTANCE OF NORTH 29°06'21" EAST, FOR 21.71 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 27.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.16 FEET, A CENTRAL ANGLE OF 54°36'47", AND A CHORD BEARING AND DISTANCE OF NORTH 34°40'12" EAST, FOR 26.75 FEET; THENCE NORTH 07°21'49" EAST, FOR 75.39 FEET; THENCE NORTH 82°05'49" EAST, FOR 18.16 FEET; THENCE SOUTH 51°24'26" EAST, FOR 27.46 FEET; THENCE SOUTH 80°07'58" WEST, FOR 18.39 FEET; THENCE SOUTH 03°11'23" WEST, FOR 57.62 FEET; THENCE SOUTH 07°00'44" WEST, FOR 30.04 FEET; THENCE SOUTH 21°01'22" WEST, FOR 53.86 FEET; THENCE SOUTH 08°36'59" EAST, FOR 70.20 FEET; THENCE SOUTH 70°13'39" WEST, FOR 32.19 FEET; THENCE SOUTH 79°19'48" WEST, FOR 37.12 FEET; THENCE SOUTH 72°41'25" WEST, FOR 56.23 FEET; THENCE SOUTH 12°12'36" EAST, FOR 53.06 FEET; THENCE SOUTH 11°08'14" EAST, FOR 34.26 FEET; THENCE SOUTH 31°48'18" EAST, FOR 34.92 FEET; THENCE SOUTH 44°01'19" EAST, FOR 31.32 FEET; THENCE SOUTH 53°05'45" EAST, FOR 44.35 FEET; THENCE SOUTH 24°19'48" EAST, FOR 40.26 FEET; THENCE SOUTH 03°36'01" WEST, FOR 32.04 FEET; THENCE NORTH 86°14'31" WEST, FOR 20.78 FEET; THENCE NORTH 78°01'07" WEST, FOR 73.53 FEET; THENCE SOUTH 64°01'43" WEST, FOR 28.92 FEET; THENCE SOUTH 10°13'45" EAST, FOR 38.86 FEET; THENCE SOUTH 59°26'30" EAST, FOR 61.25 FEET; THENCE SOUTH 27°09'45" WEST, FOR 38.21 FEET; THENCE SOUTH 09°54'46" WEST, FOR 38.44

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

**Florida Land
Design &
Permitting**

3030 STARKEY BOULEVARD
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421
www.fldandp.com
E-mail: info@fldandp.com
Engineer # - CA No. 33088
Survey # - L88342

LEGAL DESCRIPTION: (CONTINUED)

FEET; THENCE SOUTH 22°24'17" EAST, FOR 49.66 FEET; THENCE SOUTH 05°31'28" WEST, FOR 41.14 FEET; THENCE SOUTH 68°24'07" WEST, FOR 36.55 FEET; THENCE SOUTH 56°03'15" EAST, FOR 29.95 FEET; THENCE SOUTH 65°59'09" EAST, FOR 61.94 FEET; THENCE SOUTH 13°45'32" WEST, FOR 37.09 FEET; THENCE NORTH 51°56'52" WEST, FOR 28.05 FEET; THENCE SOUTH 28°17'23" WEST, FOR 75.44 FEET; THENCE SOUTH 23°18'33" WEST, FOR 49.15 FEET; THENCE SOUTH 21°02'11" WEST, FOR 46.65 FEET; THENCE SOUTH 55°42'00" WEST, FOR 32.94 FEET; THENCE SOUTH 24°59'14" WEST, FOR 32.53 FEET; THENCE SOUTH 29°22'00" WEST, FOR 38.38 FEET; THENCE SOUTH 48°48'30" WEST, FOR 39.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.483 ACRES.

TOGETHER WITH:**PARCEL 9**

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG A SOUTHERLY EXTENSION OF SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 25.08 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 431.31 FEET TO THE EAST LINE OF BLOCK 90 OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID BLOCK 90, AND THE EAST LINE OF BLOCK 96 SAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, RESPECTIVELY, SOUTH 14°36'06" EAST, FOR 474.15 FEET TO THE NORTH RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 3268, PAGE 99 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS VACATED PER ORDINANCE 84-07 RECORDED IN OFFICIAL RECORDS BOOK 5746, PAGE 1209 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY VACATED RIGHT-OF-WAY, SOUTH 77°45'34" WEST, FOR 1,793.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY

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LEGAL DESCRIPTION: (CONTINUED)

VACATED RIGHT-OF-WAY, SOUTH 77°45'34" WEST FOR 163.72 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19 NORTH) ACCORDING TO OFFICIAL RECORDS BOOK 6222, PAGE 2159 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°05'36" EAST, FOR 104.56 FEET; THENCE SOUTH 58°55'20" EAST, FOR 55.18 FEET; THENCE NORTH 79°35'48" EAST, FOR 40.82 FEET; THENCE NORTH 64°05'51" EAST, FOR 53.33 FEET; THENCE SOUTH 32°49'12" EAST, FOR 48.85 FEET; THENCE SOUTH 03°44'30" WEST, FOR 31.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.263 ACRES.

TOTAL SUBJECT PROPERTY CONTAINING 8.568 ACRES.

SURVEYOR'S NOTES:

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) THE GEOMETRY FOR THIS SKETCH IS BASED ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY, BOUNDARY SURVEY AND TIDAL WATER SURVEY TITLED "ANCLOTE HARBOR", PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC., DATED 9/14/2020 AND LAST REVISED 11/3/2020 AND AN ELECTRONIC DRAWING FILE OF THE EXPANDED RECREATION OPEN SPACE AREA AS PROVIDED BY KIMLEY HORN ON 11/17/2021.
- 5) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING NORTH 85°37'45" WEST, AS SHOWN HEREON.
- 6) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

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**ANCLOTE HARBOR PLAN AMENDMENT
LEGAL DESCRIPTION OF PARCEL 3- 22.078 ACRES**

**FROM COMMERCIAL GENERAL, RESIDENTIAL/ OFFICE GENERAL &
PRESERVATION CATEGORIES
TO PRESERVATION CATEGORY**

SECTIONS 6 & 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-011	1,391,314.75'	418,203.93'
JD 1-012	1,391,259.44'	418,164.94'
JD 1-013	1,391,223.88'	418,090.47'
JD 1-014	1,391,169.62'	418,060.70'
JD 1-015	1,391,105.90'	418,062.82'
JD 1-016	1,390,975.95'	418,114.43'
JD 1-017	1,390,952.00'	418,099.51'
JD 1-017A	1,390,953.44'	418,108.33'
JD 1-017B	1,390,940.81'	418,119.95'
JD 1-017C	1,390,895.43'	418,154.61'
JD 1-017D	1,390,867.89'	418,147.91'
JD 1-017E	1,390,841.18'	418,110.32'
JD 1-017F	1,390,842.26'	418,091.53'
JD 1-017G	1,390,869.45'	418,092.15'
JD 1-017H	1,390,923.04'	418,098.87'
JD 1-018	1,390,985.58'	418,051.05'
JD 1-019	1,391,001.42'	418,032.02'
JD 1-020	1,391,021.50'	418,013.09'
JD 1-021	1,391,013.68'	418,005.94'
JD 1-022	1,390,955.85'	418,016.95'
JD 1-023	1,390,918.76'	418,019.30'
JD 1-027	1,390,804.44'	418,031.21'
JD 1-028	1,390,780.82'	418,031.07'
JD 1-029	1,390,704.77'	418,038.33'
JD 1-030	1,390,665.90'	418,035.20'
JD 1-031	1,390,627.86'	418,063.70'
JD 1-031A	1,390,638.69'	418,086.51'
JD 1-031B	1,390,600.08'	418,109.45'
JD 1-031C	1,390,567.07'	418,109.82'
JD 1-032	1,390,586.49'	418,075.90'
JD 1-033	1,390,548.87'	418,063.00'
JD 1-034	1,390,535.68'	418,035.46'
JD 1-035	1,390,493.04'	418,035.95'
JD 1-036	1,390,491.15'	418,050.26'
JD 1-037	1,390,517.02'	418,068.13'
JD 1-038	1,390,574.89'	418,132.24'
JD 1-039	1,390,589.15'	418,159.04'
JD 1-040	1,390,646.00'	418,175.19'
JD 1-041	1,390,675.08'	418,201.92'
JD 1-042	1,390,702.49'	418,235.64'
JD 1-043	1,390,690.69'	418,256.21'
JD 1-044	1,390,675.96'	418,293.01'
JD 1-045	1,390,653.17'	418,354.34'
JD 1-046	1,390,628.93'	418,403.85'
JD 1-047	1,390,595.97'	418,385.59'
JD 1-048	1,390,587.27'	418,351.43'
JD 1-049	1,390,577.53'	418,298.50'
JD 1-050	1,390,556.16'	418,278.34'
JD 1-051	1,390,546.49'	418,281.74'
JD 1-052	1,390,553.99'	418,322.79'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-053	1,390,563.48'	418,401.31'
JD 1-054	1,390,589.60'	418,431.15'
JD 1-055	1,390,623.04'	418,449.97'
JD 1-056	1,390,652.53'	418,463.71'
JD 1-057	1,390,671.09'	418,490.92'
JD 1-058	1,390,714.64'	418,507.67'
JD 1-059	1,390,759.78'	418,527.12'
JD 1-060	1,390,826.20'	418,562.87'
JD 1-061	1,390,808.92'	418,584.95'
JD 1-062	1,390,844.94'	418,593.78'
JD 1-063	1,390,870.15'	418,537.19'
JD 1-063A	1,390,886.88'	418,512.34'
JD 1-064	1,390,900.33'	418,546.33'
JD 1-065	1,390,941.27'	418,550.29'
JD 1-066	1,390,987.18'	418,531.36'
JD 1-067	1,391,025.05'	418,537.98'
JD 1-068	1,391,059.04'	418,555.42'
JD 1-071	1,391,090.18'	418,502.69'
JD 1-072	1,391,128.42'	418,495.78'
JD 1-073	1,391,141.09'	418,521.78'
JD 1-074	1,391,125.82'	418,593.71'
JD 1-075	1,391,124.46'	418,614.45'
JD 1-076	1,391,156.44'	418,616.46'
JD 1-077	1,391,193.12'	418,599.88'
JD 1-078	1,391,219.76'	418,564.41'
JD 1-079	1,391,242.28'	418,542.65'
JD 1-080	1,391,271.96'	418,524.24'
JD 1-081	1,391,305.57'	418,517.62'
JD 1-082	1,391,357.43'	418,506.40'
JD 1-083	1,391,374.16'	418,560.08'
JD 1-084	1,391,381.03'	418,596.55'
JD 1-085	1,391,391.92'	418,626.84'
JD 1-086	1,391,461.33'	418,616.33'
JD 1-087	1,391,511.60'	418,635.65'
JD 1-088	1,391,541.42'	418,639.32'
JD 1-089	1,391,598.94'	418,642.52'
JD 1-090	1,391,607.53'	418,691.92'
JD 1-091	1,391,589.41'	418,735.67'
JD 1-092	1,391,544.16'	418,750.49'
JD 1-093	1,391,486.50'	418,780.14'
JD 1-094	1,391,441.86'	418,785.31'
JD 1-095	1,391,391.74'	418,797.77'
JD 1-096	1,391,338.31'	418,820.92'
JD 1-097	1,391,316.19'	418,848.38'
JD 1-098	1,391,287.69'	418,848.96'
JD 1-099	1,391,249.46'	418,833.33'
JD 1-100	1,391,220.92'	418,802.44'
JD 1-101	1,391,180.68'	418,783.27'
JD 1-102	1,391,126.07'	418,771.97'
JD 1-103	1,391,088.94'	418,760.72'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-104	1,391,061.81'	418,741.59'
JD 1-105	1,391,038.64'	418,774.86'
JD 1-106	1,391,020.38'	418,756.52'
JD 1-107	1,390,973.90'	418,705.59'
JD 1-108	1,390,924.14'	418,701.65'
JD 1-109	1,390,903.23'	418,683.55'
JD 1-110	1,390,843.88'	418,704.11'
JD 1-111	1,390,841.61'	418,718.05'
JD 1-112	1,390,819.96'	418,760.06'
JD 1-113	1,390,808.58'	418,800.45'
JD 1-114	1,390,786.49'	418,834.60'
JD 1-115	1,390,746.41'	418,895.60'
JD 1-116	1,390,748.65'	418,948.12'
JD 1-117	1,390,756.16'	419,003.29'
JD 1-118	1,390,792.24'	419,057.70'
JD 1-119	1,390,848.61'	419,103.28'
JD 1-119A	1,390,892.62'	419,101.56'
JD 1-119B	1,390,889.35'	419,076.64'
JD 1-119C	1,390,877.03'	419,066.35'
JD 1-120	1,390,920.66'	419,111.21'
JD 1-121	1,391,037.84'	419,089.05'
JD 1-122	1,391,083.69'	419,080.77'
JD 1-123	1,391,164.25'	419,050.89'
JD 1-124	1,391,200.15'	419,056.44'
JD 1-124A	1,391,198.56'	419,007.76'
JD 1-124B	1,391,170.34'	418,968.08'
JD 1-124C	1,391,191.58'	418,943.95'
JD 1-124D	1,391,164.20'	418,873.70'
JD 1-124E	1,391,114.15'	418,863.37'
JD 1-124F	1,391,118.31'	418,845.03'
JD 1-124G	1,391,240.31'	418,875.75'
JD 1-124H	1,391,297.78'	418,958.89'
JD 1-124I	1,391,349.24'	418,969.29'
JD 1-124J	1,391,393.73'	418,981.33'
JD 1-124K	1,391,425.86'	418,943.06'
JD 1-124L	1,391,474.08'	418,908.70'
JD 1-124M	1,391,494.22'	418,914.86'
JD 1-124N	1,391,471.01'	418,960.78'
JD 1-124O	1,391,543.04'	418,943.72'
JD 1-124P	1,391,604.58'	418,943.00'
JD 1-124Q	1,391,624.00'	418,958.70'
JD 1-124R	1,391,603.55'	419,000.36'
JD 1-124S	1,391,552.91'	419,030.69'
JD 1-124T	1,391,473.42'	419,072.76'
JD 1-124U	1,391,406.74'	419,073.97'
JD 1-125	1,391,320.14'	419,033.39'
JD 1-126	1,391,283.40'	419,101.67'
JD 1-127	1,391,272.64'	419,175.26'
JD 1-129	1,391,246.34'	419,255.01'
JD 1-130	1,391,257.15'	419,296.13'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-132	1,391,210.80'	419,295.76'
JD 1-133	1,391,179.80'	419,309.81'
JD 1-134	1,391,135.50'	419,338.12'
JD 1-135	1,391,107.89'	419,366.25'
JD 1-136	1,391,064.32'	419,385.35'
JD 1-137	1,391,031.32'	419,406.41'
JD 1-138	1,391,002.21'	419,437.29'
JD 1-139	1,390,951.81'	419,445.42'
JD 1-140	1,390,939.29'	419,473.78'
JD 1-141	1,390,976.72'	419,578.50'
JD 1-B	1,390,456.84'	417,873.95'
JD 1-C	1,390,497.89'	417,847.47'
JD 1-D	1,390,474.60'	417,799.49'
JD 1-E	1,390,467.22'	417,759.35'
JD 1-F	1,390,494.87'	417,713.48'
JD 1-UP1	1,391,488.78'	419,021.00'
JD 1-UP2	1,391,455.09'	419,025.34'
JD 1-UP3	1,391,475.70'	419,000.08'
JD 2-01	1,391,503.42'	418,470.56'
JD 2-03	1,391,551.21'	418,453.54'
JD 2-03A	1,391,532.64'	418,427.32'
JD 2-04	1,391,492.04'	418,387.90'
JD 2-05	1,391,491.11'	418,320.87'
JD 2-06	1,391,468.80'	418,293.29'
JD 2-07	1,391,475.04'	418,240.78'
JD 2-08	1,391,460.65'	418,212.20'
JD 2-09	1,391,408.07'	418,215.53'
JD 2-10	1,391,379.02'	418,230.54'
JD 2-11	1,391,373.89'	418,268.98'
JD 2-12	1,391,371.43'	418,312.58'
JD 2-13	1,391,364.73'	418,370.59'
JD 2-14	1,391,359.64'	418,420.61'
JD 2-15	1,391,362.77'	418,461.74'
JD 2-16	1,391,393.89'	418,471.40'
JD 2-17	1,391,436.69'	418,494.37'
JD 2-18	1,391,482.24'	418,492.39'
JD 3-04	1,392,720.79'	417,701.65'
JD 3-06A	1,392,585.06'	417,720.78'
JD 3-07	1,392,553.94'	417,695.47'
JD 3-08	1,392,513.55'	417,701.65'
JD 3-10	1,392,480.82'	417,701.45'
JD 3-10A	1,392,455.64'	417,717.42'
JD 3-11	1,392,461.61'	417,796.61'
JD 3-12	1,392,482.37'	417,805.20'
JD 3-14	1,392,545.63'	417,864.58'
JD 3-15	1,392,617.32'	417,917.22'
JD 3-16	1,392,661.06'	417,956.17'
JD 3-17	1,392,675.04'	417,992.01'
JD 3-19	1,392,667.95'	418,081.53'
JD 3-20	1,392,629.09'	418,131.26'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 3-21	1,392,589.27'	418,163.89'
JD 3-22	1,392,544.73'	418,191.33'
JD 3-23	1,392,491.75'	418,234.49'
JD 3-24	1,392,472.98'	418,274.35'
JD 3-25	1,392,472.16'	418,347.49'
JD 4-1	1,391,371.37'	418,864.99'
JD 4-2	1,391,399.34'	418,896.48'
JD 4-3	1,391,443.10'	418,894.52'
JD 4-4	1,391,468.38'	418,850.01'
JD 4-5	1,391,445.86'	418,832.87'
JD 5-1	1,390,933.34'	418,792.26'
JD 5-2	1,390,909.85'	418,786.73'
JD 5-3	1,390,879.01'	418,793.55'
JD 5-4	1,390,862.28'	418,811.22'
JD 5-5	1,390,846.98'	418,830.04'
JD 5-6	1,390,853.11'	418,834.06'
JD 5-7	1,390,883.18'	418,804.34'
JD 5-8	1,390,913.93'	418,793.30'
JD 5-9	1,390,941.00'	418,796.35'
JD 6-1	1,391,672.91'	418,375.35'
JD 6-2	1,391,725.26'	418,354.16'
JD 6-3	1,391,743.72'	418,333.79'
JD 6-4	1,391,722.26'	418,299.07'
JD 6-5	1,391,676.57'	418,309.52'
JD 6-6	1,391,638.51'	418,353.16'
JD 6-7	1,391,641.40'	418,408.02'
JD 6-8	1,391,657.00'	418,413.26'

ABBREVIATION LEGEND:

(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CPB = CONDO PLAT BOOK
DB = DEED BOOK
FCM = FOUND CONCRETE MONUMENT (AS NOTED)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIR = FOUND IRON ROD (AS NOTED)
FND = FOUND NAIL AND DISK (AS NOTED)
FNL = FOUND NAIL
FOP = FOUND OPEN PIPE
FPC = FLORIDA POWER CORPORATION
FPP = FOUND PINCHED PIPE
FXC = FOUND X-CUT
(L) = LEGAL DESCRIPTION DATA
LP = LIGHT POLE
(M) = MEASURED DATA
MHWL = MEAN HIGH WATER LINE
NAD = NORTH AMERICAN DATUM
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
NP = NORMAL POOL ELEVATION
OA = OVERALL
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG(S) = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
SCM = SET 4"x4" CONCRETE MONUMENT
PRM LB 8342
SEC = SECTION, TOWNSHIP AND RANGE
SIR = SET IRON ROD 1/2" LB 8342
SND = SET NAIL AND DISK LB 8342
TBM = TEMPORARY BENCHMARK

LEGAL DESCRIPTION: (PER SURVEY REFERENCED IN SURVEYOR'S NOTE 11)

A TRACT OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING APART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

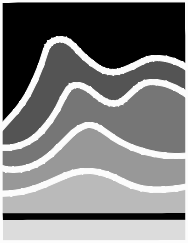
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; AND RUN NORTH 85° 40' 26" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 885.46 FEET TO THE POINT OF BEGINNING BEING AT THE SOUTHEAST CORNER OF LOT 42 OF THE TAMPA AND TARPON SPRINGS



LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°15'54"W	81.07'
L2	N49°09'12"W	70.29'
L3	N49°33'06"W	87.55'
L4	N46°37'30"W	83.26'
L5	N53°51'17"W	73.13'
L6	N40°06'30"W	107.74'
L7	N75°24'02"W	116.68'
L8	N60°04'55"W	98.25'
L9	N74°06'18"W	52.70'
L10	N67°42'49"W	69.88'
L11	N76°59'52"W	96.99'
L12	N72°04'26"W	67.37'
L13	N32°28'34"W	89.58'
L14	N45°47'52"W	121.08'
L15	S34°03'42"W	103.64'
L16	S36°44'10"W	105.49'
L17	N05°23'04"E	113.14'
L18	N13°07'10"W	54.36'
L19	N02°08'07"W	90.94'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	166.00'	45°49'15"	132.75'	S66°59'46"E 129.24'
C2	374.00'	37°10'51"	242.70'	S62°40'34"E 238.46'
C3	35.00'	41°11'38"	25.16'	S60°40'10"E 24.63'
C4	139.33'	79°25'41"	193.14'	S80°45'10"W 178.05'
C5	50.77'	94°08'00"	83.42'	N76°00'32"W 74.35'



SHEET 2 OF 2	DATE 8/12/2020	PROJECT NO. 1046 PROJECT DATE 2020-10-06 SCALE 1" = 100' DRAWN BY JEB CHECKED BY JEB	PREPARED FOR MORGAN GROUP DEVELOPMENT, LLC 3800 RICHMOND AVENUE HOUSTON, TEXAS 77098	 Florida Land Design & Permitting 3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655 PHONE: (727) 478-2421 www.floridapdp.com E-mail: info@floridapdp.com Engineer # - CA No. 33088 Survey # - LB8342	NO DATE REVISIONS
			PROJECT NAME ANCLOTE HARBOR		
			SHEET NAME SPECIFIC PURPOSE SURVEY		

TARAPANI PLANNING STRATEGIES, LLC
128 EAST TARPON AVENUE
TARPON SPRINGS, FLORIDA 34689
C.TARAPANI@TARAPANIPLANNING.COM
TELEPHONE 727-642-2030

Via Electronic Mail

May 15, 2024

Ms. Patricia McNeese, Planning Supervisor
City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, Florida 34689

Re: Anclote Harbor Plan Amendment
Consolidated Application

Dear Ms. McNeese:

On behalf of my client, Morgan Group Development, LLC, I am submitting revised documents for the pending Anclote Harbor Plan Amendment. At the City staff's request, we have consolidated the three previous applications into one application under Case No. 22-02. The following revised documents are submitted today for your review:

1. Revised Application,
2. Revised Narrative and Land Use Planning Report, and
3. Legal Descriptions- No revisions have been made to the Legal Descriptions but the Descriptions for the three parcels have been combined into one document.

The following documents were previously submitted and we ask that these documents be considered part of this revised application to form a complete package:

- A. Deed indicating ownership, and
- B. Map of Plan Amendment Parcels 1 and 2.

Ms. Patricia McNeese

May 15, 2024

Page 2 of 2

I understand that the revised Plan Amendment Application will be reviewed by the Technical Review Committee on June 6, 2024 and tentative public hearings on July 15, 2024 for the Planning and Zoning Board and on August 6, 2024 for the Board of Commissioners. After your review of this resubmittal, please let me know if you need additional information or have any questions.

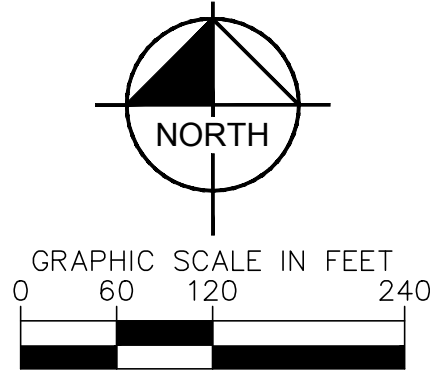
Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cynthia Tarapani".

Cynthia Tarapani, Owner/ Authorized Member
Tarapani Planning Strategies, LLC

c: Richard Buck, Morgan Group Development, LLC
E.D. Armstrong, Hill Ward Henderson



 PROPERTY BOUNDARY
 ADJACENT PROPERTY LINE
 NORTH BLVD R/W
 EASEMENT LINE
 SECTION LINE
 FLOOD PLAIN LINE
 MEAN HIGH WATER LINE

- PROPOSED BUILDING
-  PROVIDED RESIDENTIAL ON
OFFICE LAND AREA

PLAN AMENDMENT #1 (5.991 AC)
PLAN AMENDMENT #2 (8.568 AC)

Kimley»»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
555 NORTH FRANKLIN STREET, SUITE 150, TAMPA, FL 33602
PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM REGISTRY No. 696

FOR
EXHIBIT
PURPOSES
ONLY

SCALE	
DESIGNED BY	RPC
DRAWN BY	BFN
CHECKED BY	ACC

ANCLOTE HARBOR
UPLAND PRESERVE PLAN
AMENDMENT SITE

MORGAN
ANCLOTE HARBOR

DATE	1/24/2022
PROJECT NO.	145062001
SHEET NUMBER	

EXHIBIT

**ANCLOTE HARBOR
LAND USE PLAN AMENDMENT
LAND USE PLANNING EXPERT REPORT**

Presented to:

**City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, Florida 34689**

Prepared for:

**Morgan Group Development LLC
3000 Richmond Avenue
Houston, Texas 77098**

Prepared by:

**Cynthia Tarapani, Owner/ Authorized Member
Tarapani Planning Strategies, LLC
Land Use Planning Expert
128 East Tarpon Avenue
Tarpon Springs, Florida 34689
Telephone 727-642-2030**

Revised May 16, 2024

**ANCLOTE HARBOR
LAND USE PLAN AMENDMENT
LAND USE PLANNING EXPERT REPORT**

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I. INTRODUCTION

Morgan Group Development, LLC, the Applicant, is the contract purchaser of a 64.17 acre site located on the east side of U.S. Highway 19 approximately one mile north of Tarpon Avenue and on the south side of the Anclote River. The site is vacant and is composed of 42.09 acres of uplands and 22.08 acres of wetlands. The site is designated with three City *Comprehensive Plan* Categories: CG, Commercial General on the western portion, R/OG, Residential Office General on the eastern portion, and Preservation on the site's wetlands.

The RPD Final Development Plan was approved for Anclote Harbor (the "Project") by the City on November 10, 2021. The Final Development Plan approved for Anclote Harbor is composed of a 404 unit multifamily residential development clustered in five residential buildings and a clubhouse, at-grade and garage parking, recreational amenities, and the appropriate site improvements.

The Applicant is committed to protecting and preserving the recreation and open space areas on Anclote Harbor by requesting the Recreation/ Open Space Plan Category on the *Future Land Use Map* for these areas. Additionally, this Plan Amendment fulfills Condition 7 of the Final Development Plan Conditions of Approval which requires the Applicant to submit a Plan Amendment for the recreation and open spaces areas within the project. Finally, the Applicant wishes to confirm the boundaries of the wetlands as approved by SWFWMD by designating them as Preservation on the City's *Future Land Use Map*, which also fulfills Condition 7 of the Final Development Plan. This Plan Amendment requests the following changes to the Plan Categories for the three parcels as described below.

1. Plan Amendment Parcel #1, Southeast Peninsula:

Request: Amend the Future Land Use Map for 5.991 acres from the Residential/ Office General and Preservation Categories to the Recreation/ Open Space Category.

Location: The area identified as the "Upland Preserve" on the RPD Final Development Plan located in the southeast section of the Anclote Harbor site.

2. Plan Amendment Parcel #2, Significant Upland Habitat:

Request: Amend the Future Land Use Map for 8.568 acres from the Commercial General, Residential/ Office General and Preservation Categories to the Recreation/ Open Space Category.

Location: The areas identified as "Significant Upland Habitat" located in the southwest peninsula of the Anclote Harbor site and along the Anclote River.

3. Plan Amendment Parcel #3, Wetlands:

Request: Amend the Future Land Use Map for 22.078 acres of Wetlands from the Commercial General and Residential/ Office General Categories to Preservation to align the Wetlands designated by SWFWMD with the Preservation Plan Category.

Location: There a total of six individual wetlands located throughout the Anclote Harbor site.

Plan Amendment Parcel #1: This 5.991 acre upland parcel is located on the southeast peninsula of the Anclote Harbor site and was designated on the Final Development Plan to be used for recreation and open space for the residents of the Anclote Harbor community. There are no buildings proposed to be located on this Plan Amendment area/ upland preserve, which is consistent with the proposed Recreation/ Open Space Category. The improvements proposed for the Upland Preserve will be limited to walking trails, benches, exercise equipment and emergency call boxes.

Plan Amendment Parcel #2: This 8.568 acre parcel is located in two general areas of the Anclote Harbor site: the uplands bordering the Anclote River and the uplands along the edges of the southwest peninsula. There are no buildings located in these areas and the uses will be limited to recreation, open space and stormwater management.

The purpose of the Plan Amendment for Parcels 1 and 2 is to confirm that these upland preserve areas with a total size of 14.559 acres will be maintained as a recreation area and open space for the Project's residents and be memorialized on the City's *Future Land Use Map*.

Plan Amendment Parcel #3: This Plan Amendment proposes to change the site's 22.078 acres of wetlands from Commercial General, Residential/ Office General and Preservation Categories to the Preservation Category. The location and size of the site's wetlands have been approved by SWFWMD on September 24, 2020 through Petition for Formal Determination of Wetlands and Other Surface Waters (Petition Number 809321/42044868.000). The survey of the Wetlands as approved by SWFWMD is the basis for the size and location of the Wetlands proposed for the Preservation Plan Category and this survey has been included in this Plan Amendment Application.

This Application for a Plan Amendment includes all of the documents required by the City to comprise a complete application. Since there are no improvements proposed for the Plan Amendment site, the requirement for a Hurricane Shelter Study and Traffic Impact Study are not applicable, and, therefore, have not been submitted as part of this Application. The specific documents that have been submitted as part of the Plan Amendment are shown at the end of this Report. This Land Use Planning Report has reviewed and relied on the submittal documents as prepared by the Applicant's consulting experts in their respective fields of civil engineering, traffic engineering, architecture, landscape architecture, environmental sciences, and surveying.

II. PLAN AMENDMENT STANDARDS FOR REVIEW

The City of Tarpon Springs' *Land Development Code* Section 207.03 establishes the standards for review of a Plan Amendment (Section 207.03 (C)) as stated below:

(C) *Comprehensive Plan Amendments.*

- (1) The amendment meets the standards of F.S. Ch. 163, Part II, and Florida Administrative Code Rule 9J-5.

Each of the Standards of Review for a Future Land Use Map Amendment are shown in **bold** below followed by an analysis of how this Plan Amendment application complies with each Standard.

Standard 1a: The amendment meets the standards of F.S. Ch. 163, Part II.

Florida Statutes Chapter 163.3177 (6)- (a)- 8 establishes three criteria for the review of amendments to the Future Land Use Map as stated below:

8. Future Land Use Map amendments shall be based on the following analyses:

- a. An analysis of the availability of facilities and services.**
- b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.**
- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.**

Opinion as to 8a: *The requested Plan Categories of Recreation/ Open Space and Preservation do not allow development that creates a need for facilities and services, such as water, sewer, transportation, stormwater management, and solid waste. Therefore, in my expert opinion, the requested Plan Amendment will not have an impact on these facilities and services, and is consistent with Criterion 8a.*

If approved, the proposed Plan Amendment for Parcels 1 and 2 will confirm the upland preserve for use as recreation and open space for the residents of Anclote Harbor and be memorialized on the City's Future Land Use Map. The availability of this upland preserve as recreation and open space creates an on-site amenity for these residents, serving the same purpose as neighborhood parks. The Plan Amendment for Parcel 3 recognizes the on-site Wetlands with the Preservation Category.

Opinion as to 8b: *Plan Amendment Parcels 1 and 2 are eminently suitable for use as recreation and open space uses based on their size, location, configuration and natural resources characteristics. Parcel 1 is 5.991 acres in size which is more than adequate size for the intended nature trail and preserve, as shown on the approved Final Development Plan. The nature trail proposed on Parcel 1 connects to the pedestrian pathway that runs throughout the Project and connects all of the residential buildings and*

amenities as shown on the Final Development Plan. Parcel 2 is located along the boundaries of the southwest peninsula and it will also include a pedestrian walkway that connects the residential building on the peninsula with the canoe/ kayak launch area and with the balance of the development.

There are no documented historic resources located within the Plan Amendment area.

Based on this analysis, in my expert opinion, the Plan Amendment is consistent with Criterion 8b.

Opinion as to 8c: *The third criterion relates to the amount of land needed to achieve the goals of the Local Planning Act. Since this upland preserve is contained within a private development, this Plan Amendment will not affect the amount of publicly available recreation lands in the City overall. Therefore, this criterion is not directly applicable to this Plan Amendment.*

However, Parcels 1 and 2 will function as a mini-park and neighborhood park for the residents of the Anclote Harbor community as will the pedestrian walkway that runs throughout the entire development. The City is currently deficient in the Level of Service Standard regarding the total acreage of public Mini-Parks. Although the Plan Amendment Parcels will serve only the Anclote Harbor residents and guests, the availability of this mini-park within the community is expected to reduce the impacts on other City-owned Mini-Parks in the vicinity. It will also avoid placing a burden on the City to provide a mini-park for the Anclote Harbor residents. Therefore, in my expert opinion, the approval of this Plan Amendment is consistent with Criterion 8c.

Standard 1b: The amendment meets Florida Administrative Code Rule 9J-5.

Opinion as to 1b: *Florida Administrative Code Rule 9J-5 was repealed by the Florida Legislature in 2011; and, therefore, is no longer applicable to the Plan Amendment review process.*

In summary, in my expert opinion, the Applicant's requested Plan Amendment for Parcels 1 and 2 to the Recreation/ Open Space Plan Category and for Parcel 3 to the Preservation Category meet all of the criteria established in Florida Statutes 163.3177 and the Standards listed in the City's *Land Development Code* Section 207.03 (C)).

III. CONSISTENCY WITH THE CITY'S *COMPREHENSIVE PLAN*

This Plan Amendment is also consistent with the following applicable Goals, Objectives and Policies of the City's *Comprehensive Plan* as described below.

A. Future Land Use Element

GOAL 2 LAND USE DESIGNATIONS ARE INTENDED TO PROTECT COMMUNITY CHARACTER, DISCOURAGE URBAN SPRAWL, PROMOTE ECONOMIC GROWTH AND PROMOTE COMPATIBILITY BETWEEN USES. THE FUTURE LAND USE MAP SHALL BE THE GUIDING MECHANISM THAT DIRECTS DEVELOPMENT THROUGH GENERAL CATEGORY LOCATIONS, DESCRIPTIONS, DENSITIES AND INTENSITIES OF FUTURE LAND USE.

Objective 2.6 Public/ Semi-Public Land Use Categories

Policy 2.6.2 Recreation/ Open Space (R/OS). The Recreation/ Open Space Land Use Category is intended for areas appropriate to be used for open space and/ or recreational purposes. These uses can be public or private, natural or man-made, active or passive. The maximum Floor Area Ratio shall be .25. The maximum impervious surface ratio shall be .45.

Primary Uses- Public/ Private Open Space; Public/ Private Park; Public Recreation Facility; Public Beach/ Water Access; Golf Course/ Clubhouse.

...

Opinion As to Recreation/ open Space Category: *Plan Amendment Parcels 1 and 2 are intended for use as a private natural open space, which is consistent with the definition of the Recreation/ Open Space Plan Category. Additionally, Parcels 1 and 2 are proposed for use as a Private Open Space and Private Park which are Primary Uses allowed in the Recreation/ Open Space Category. The anticipated structures in the Plan Amendment Parcels 1 and 2 will be limited to a nature trail, benches, trash cans, recreational equipment, and other similar structures. None of these structures will be habitable and therefore, they will not contribute to the Floor Area Ratio; nor will these structures contribute to the Impervious Surface Ratio. Therefore, the requested Plan Amendment is consistent with the dimensional standards of the Recreation/ Open Space Plan Category.*

Policy 2.6.1 Preservation (P): The Preservation Land Use Category is intended for areas that are now categorized or appropriate to be characterized as a natural resource feature worthy of preservation and to recognize the significance of preserving such major environmental features and their functions.

Primary Uses- Open and undeveloped consistent with the following natural resource features and considerations; Tidal Wetlands, Non-Tidal Wetlands; Undeveloped Barrier islands and Spoil Islands; 25 Year Floodplain; Natural Drainageways; Land Seaward of the Coastal Construction Control Line; Dune Systems; habitat for endangered or threatened species as designated; and such additional areas as determined by the City.

...

Opinion as to Preservation Category: *Plan Amendment Parcel 3 is composed of the six individual Wetland areas on the Project site as shown on the Wetland Survey enclosed with this Application. The Plan Amendment proposes to designate the site's 22.078 acres of Wetlands with the Preservation Category. Since the area proposed for designation is Wetlands and since Wetlands are a Primary Use in the Preservation Category, therefore, the proposed Plan Amendment for Parcel 3 is consistent with the Preservation Category.*

B. Transportation Element

The requested Plan Amendment is to allow a recreational area and open space (Parcels 1 and 2) and Wetlands (Parcel 3) within the Anclote Harbor development whose use is reserved for the residents of the Anclote Harbor development. Due to the characteristics of the recreational use and Wetlands, the Plan Amendment site will not generate any new or independent traffic, and, therefore, is consistent with the *Transportation Element*.

C. Coastal Management Element

GOAL 1 **THE CITY SHALL PRESERVE, PROTECT AND ENHANCE THE NATURAL AND FUNCTIONAL CHARACTERISTICS OF THE COASTAL PLANNING AREA.**

Objective 1.1 **Protect and improve the natural resources of the Coastal Planning Area as identified by Figure 19 of this Element.**

Policy 1.1.4 **Require all development or redevelopment adjacent to wetlands or upland natural areas identified in Figure 19 to assess the impact upon wildlife in order to evaluate and eliminate or minimize adverse impacts.**

Opinion: *The Plan Amendment site and the overall Anclote Harbor development are included on Figure 19 of the City's Coastal Management Element. The Plan Amendment is consistent with the protection and enhancement of natural resources stated in Goal 1 and Objective 1.1 above by preserving a total of 14.559 acres of uplands surrounded by*

protected wetlands. If the Plan Amendment is approved, the vegetative resources of the Upland Preserve and the adjacent wetlands will continue to be maintained in their natural state. Therefore, based on this analysis, in my expert opinion, the Plan Amendment is consistent with this Goal, Objective and Policy.

D. Conservation Element

GOAL 1 IT IS THE GOAL OF THE CITY OF TARPON SPRINGS TO PRESERVE, CONSERVE, PROTECT, AND MANAGE THE CITY’S WILDLIFE, INCLUDING ENDANGERED AND THREATENED SPECIES AND SPECIES OF SPECIAL CONCERN, MARINE RESOURCES, NATURAL RESOURCES, AND ENERGY RESOURCES.

Objective 1.5 Require the preservation of native vegetation during site development by implementing standards of the Land Development Code adopted by May, 1990.

Opinion: As stated above in the discussion of the Coastal Planning Element, the Plan Amendment site will enable the preservation of native vegetation since the Plan Amendment Parcels will not be developed and where native vegetation currently exists, it will be maintained.

It should also be noted that Bio-Tech Consulting, Inc. prepared an Environmental Assessment Report, dated July 19, 2021, that was submitted as part of the Final Development Plan Application. The Bio-Tech Report notes that there are two species on the site that are considered threatened or protected: the Gopher Tortoise and the Bald Eagle. With regard to the Gopher Tortoise, the Applicant has received an approved relocation permit that allows the relocation of the Gopher Tortoises to an approved recipient site, consistent with the FFWCC requirements.

With regard to the Bald Eagle, the Bio-Tech Report surveyed the Anclote Harbor site in January, 2021 and May, 2021 and noted that one Bald Eagle nest has been abandoned and the second nest does not appear to be in use by Eagles. Bio-Tech also reports that during the last year, there have not been any observations of the bald eagles either in the nests or on the site

The Bio-Tech Report also states that the Department of the Interior, U.S. Fish and Wildlife Service approved a “Short-Term Eagle Incidental Take Permit” on April 2, 2021 (Permit Number MB81938D). The Permit approves the limited construction activities shown on the Final Development Plan but does not allow removal of the Eagle Nests. The approved Final Development Plan indicates the area in proximity to the eagle nest that will be preserved and not developed, consistent with the approved Short-Term Eagle Incidental Take Permit.

Therefore, based on this analysis, in my expert opinion, the Plan Amendment is consistent with this Goal and Objective.

Objective 1.6 Conserve and preserve the vegetative, wildlife and marine communities identified in Figure 19 through the use of transfer of density rights in accordance with the Future Land Use Designation, flexible zoning techniques, tree protection, wetlands protection and other regulations as established in the Land Development Code adopted in May, 1990.

Policy 1.6.1 Require use of the Planned Development performance zoning techniques to implement the clustering of uses as a mechanism to reserve open space and natural habitat areas identified in Figure 19.

Policy 1.6.3 Require the conservation and preservation of endangered and threatened species habitats as may be identified during environmental analysis of lands identified in Figure 19.

Policy 1.6.6 Preserve/ conserve those areas identified by Figure 19 in accordance with specific regulations related to wetlands, protection, preservation of open space, planned development performance zoning, transfer of density/intensity rights, buffers and setbacks, tree protection, clustering of units and other techniques adopted in the Land Development Code in May, 1990. All lands proposed for development identified by Figure 19 shall be evaluated in accordance with Section VII, Paragraph H (Environmental Protection and Urban Infill Designations).

Opinion: *The Plan Amendment request for the Upland Preserve implements the Objectives and Policies cited above in the following manner. The Anclote Harbor Project has been approved by the City as a Residential Planned Development District which requires that development be clustered toward the center of the site on a limited portion of the total upland site. The approved Final Development Plan requires that Plan Amendment Parcels 1 and 2 be preserved as recreation areas and open space/ natural habitat. The approved Final Development Plan also delineates the Wetlands (Plan Amendment Parcel 3) and notes that they will be preserved and not impacted by development. The approved Final Development Plan and its Conditions for the Project are the regulatory document that ensures that the clustering of development and preservation of the Upland Preserve remain in effect over time. Therefore, based on this analysis, in my expert opinion, the Plan Amendment is consistent with this Objective and Policies.*

E. Recreation and Open Space Element

GOAL 1 THE CITY SHALL ENSURE THE PROVISION, PROTECTION, AND MAINTENANCE OF A COORDINATED, EFFICIENT AND ACCESSIBLE SYSTEM OF PUBLIC AND PRIVATE RECREATIONAL PARKS AND FACILITIES WHICH MEET THE NEEDS OF CURRENT AND FUTURE RESIDENTS, VISITORS AND TOURISTS.

CREATE NEW RECREATIONAL OPPORTUNITIES

Objective 1.2 Provide a coordinated system of recreational opportunities that keeps pace with future population and economic growth.

Policy 1.2.3 Locate future facilities to provide service to all geographic portions of the City, taking into consideration private recreation facilities.

Policy 1.2.6 Encourage provisions for private facilities to be built within planned communities, subdivisions, condominiums and apartment complexes.

Opinion: *The Plan Amendment Parcels will serve as a Mini-Park and Neighborhood Park for the Anclote Harbor Project and, therefore, will provide this recreational facility to serve the anticipated future population within the multifamily development. The Anclote Harbor Project proposes other recreational facilities in addition to the Upland Preserve and Nature Trails, that include a clubhouse with swimming pool, a canoe/ kayak launch, a boat dock on the Anclote River, two outdoor gathering areas, a playground and pet park. In addition, the Project proposes a pedestrian path that circulates throughout the entire development connecting all of the residential buildings with the recreational facilities and the Upland Preserve trail.*

It should be noted that the City has had a deficiency in its Mini-Parks Level of Service acreage for many years. While this Upland Preserve will not affect the publicly available Mini-Parks, the availability of the Upland Preserve within the development is expected to reduce the impact on City-owned Mini-Parks in the vicinity of the site and avoid a burden on the City to provide a Mini-Park for the Anclote Residents since the Project is providing this recreational amenity within the boundaries of the site.

IV. SUMMARY

As demonstrated in this Analysis, in my expert opinion, Plan Amendment Parcels 1, 2 and 3 are in compliance with the City's Plan Amendment Standards of Review and are consistent with the Goals, Objectives and Policies of the applicable Elements of the City's *Comprehensive Plan*.

**ANCLOTE HARBOR
PLAN AMENDMENT APPLICATION
LIST OF SUBMITTAL DOCUMENTS
May 16, 2024**

Document	Prepared by/ Source	Submittal Date
Application	Tarapani Planning Strategies	Revised May 16, 2024
Deed	Pinellas County Property Appraiser	Previously Submitted July 22, 2021
Legal Descriptions of Parcels 1 & 2	Florida Land Design & Permitting	Submitted May 16, 2024*
Survey and Legal Description of Parcel 3, Wetlands as approved by SWFWMD	Florida Land Design & Permitting	Submitted May 16, 2024*
Narrative & Land Use Planning Report	Tarapani Planning Strategies	Revised May 16, 2024
Map of Plan Amendment Parcels 1 & 2	Kimley Horn	Previously Submitted August 20, 2021

Revised Documents are shown in **Bold** in the Table above.

*Note that the Legal Descriptions of Parcels 1, 2 and 3 have been combined into one document for this Submittal but the Descriptions have not been revised from the earlier submittals.

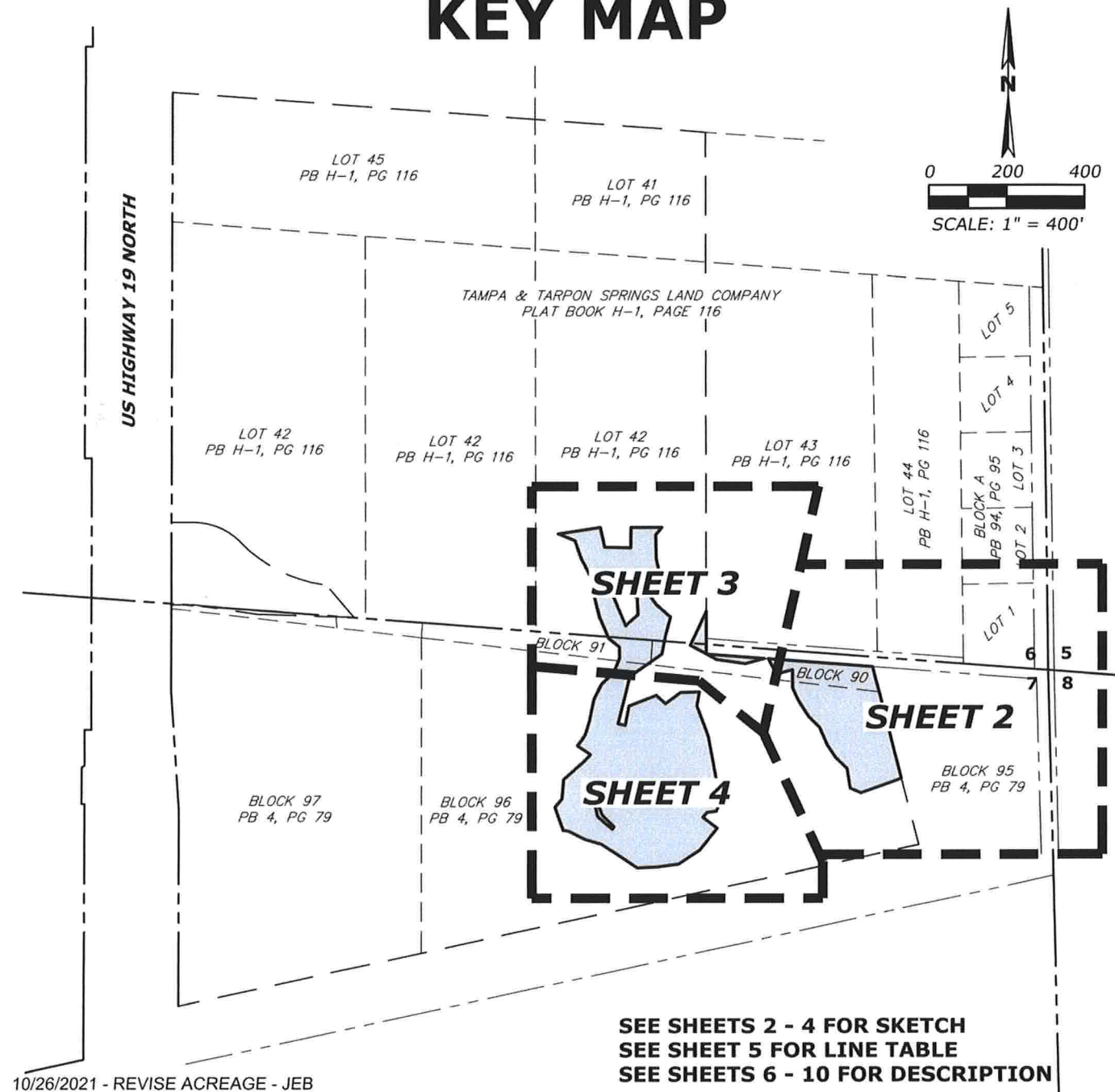
**ANCLOTE HARBOR PLAN AMENDMENT
LEGAL DESCRIPTION OF PARCEL 1- 5.991 ACRES**

**FROM RESIDENTIAL/ OFFICE GENERAL & PRESERVATION CATEGORIES
TO RECREATION/ OPEN SPACE CATEGORY**

THIS IS NOT A SURVEY

SECTIONS 6 & 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

KEY MAP



PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION

DATE	PROJECT	DRAWN	QC	SCALE
7/16/2021	2020-1046	JEB	JEB	AS NOTED



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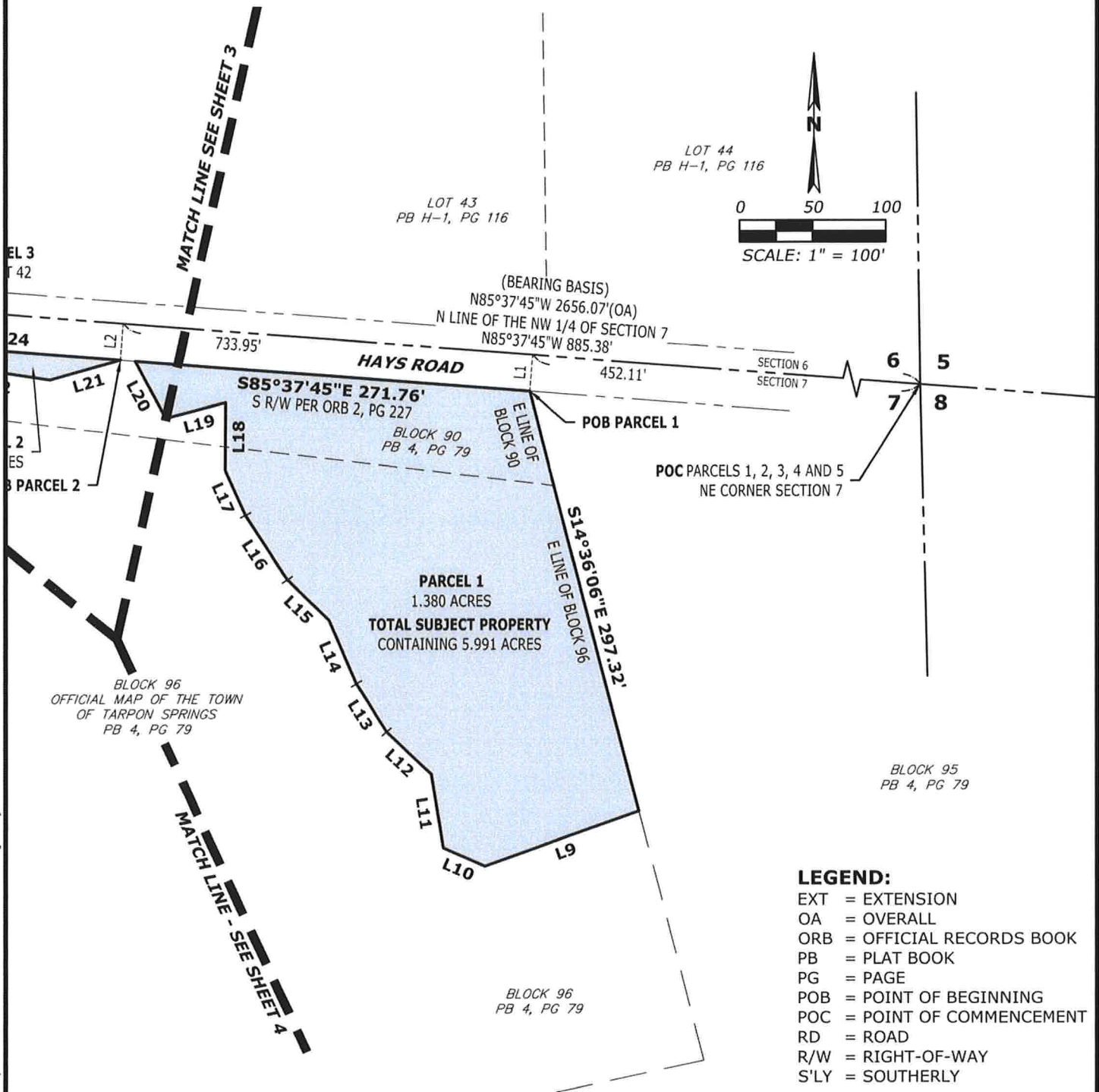
3030 STARKEY BOULEVARD
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PHONE: (727) 478-2421
www.fldandp.com
E-mail: info@fldandp.com
Engineer # - CA No. 33088
Survey # - LB8342

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
SKETCH AND LEGAL DESCRIPTION NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH E. BECKMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS 7204
CERTIFICATE OF AUTHORIZATION # LB 8342

THIS IS NOT A SURVEY



PROJECT NAME

ANCLOATE HARBOR

SHEET NAME

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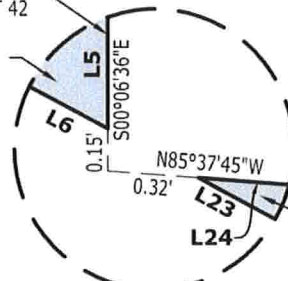
THIS IS NOT A SURVEY

LEGEND:

EXT = EXTENSION
OA = OVERALL
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RD = ROAD
R/W = RIGHT-OF-WAY
S'LY = SOUTHERLY

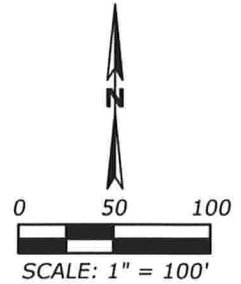
LOT 42
PB H-1, PG 116

S'LY EXT OF E
LINE OF LOT 42
PARCEL 3
0.052 ACRES

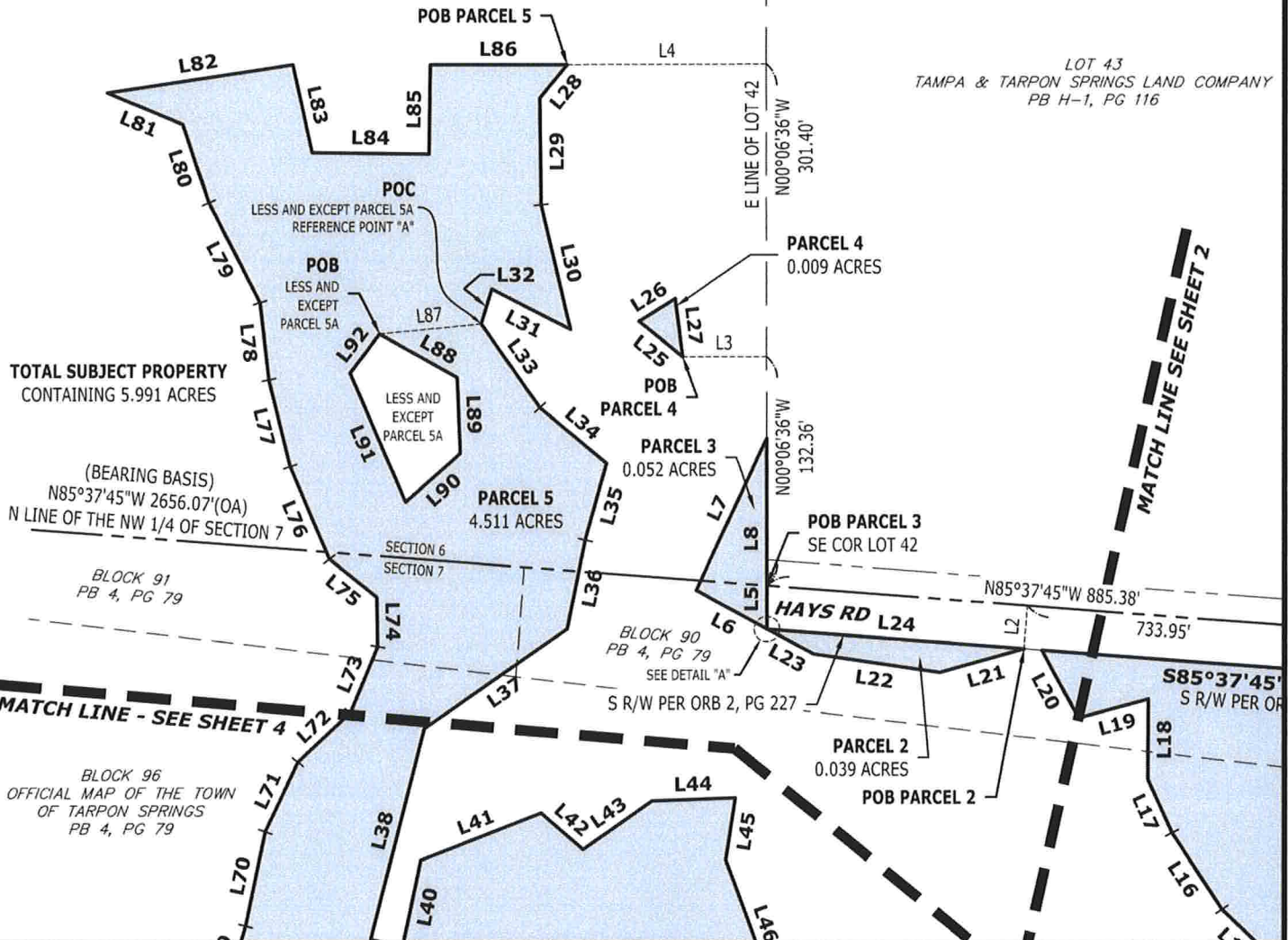


DETAIL "A"
NOT TO SCALE

PARCEL 2
0.039 ACRES



LOT 43
TAMPA & TARPON SPRINGS LAND COMPANY
PB H-1, PG 116



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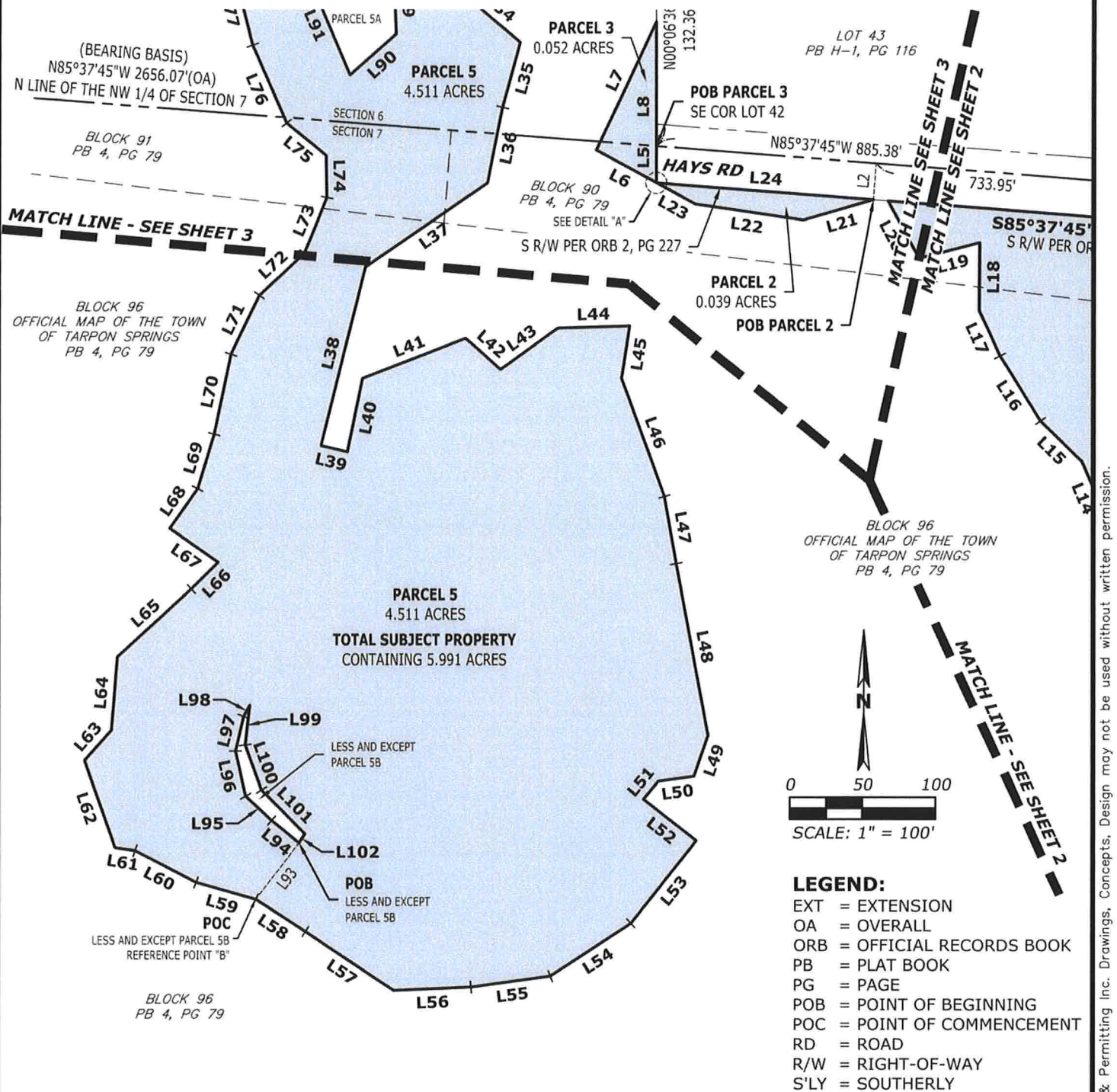


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THIS IS NOT A SURVEY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N04°22'15"E	25.00'
L2	N04°22'15"E	25.00'
L3	S89°53'24"W	49.09'
L4	S89°53'24"W	115.41'
L5	S00°06'36"E	24.93'
L6	N61°43'31"W	46.95'
L7	N25°06'22"E	96.95'
L8	S00°06'36"E	85.10'
L9	S70°20'01"W	112.53'
L10	N66°10'27"W	30.99'
L11	N09°10'00"W	51.06'
L12	N46°41'37"W	42.44'
L13	N32°32'36"W	39.13'
L14	N23°40'02"W	47.58'
L15	N45°32'27"W	39.41'
L16	N32°34'48"W	52.58'
L17	N24°23'38"W	34.03'
L18	N00°27'35"E	46.35'
L19	S75°16'06"W	42.52'
L20	N28°21'18"W	44.60'
L21	S74°12'35"W	50.42'
L22	N81°40'29"W	74.37'
L23	N61°43'31"W	30.23'
L24	S85°37'45"E	149.15'
L25	N50°46'26"W	32.60'
L26	N57°59'34"E	24.67'

LINE TABLE		
LINE	BEARING	LENGTH
L27	S07°20'03"E	33.97'
L28	S38°58'20"W	24.98'
L29	S00°40'43"E	61.55'
L30	S13°19'15"E	74.02'
L31	N63°10'42"W	51.45'
L32	S17°01'02"W	21.06'
L33	S35°28'18"E	59.22'
L34	S49°59'12"E	49.96'
L35	S15°08'31"W	46.09'
L36	S11°25'46"W	52.51'
L37	S55°20'44"W	101.07'
L38	S14°07'56"W	125.80'
L39	S77°11'58"E	18.80'
L40	N11°39'30"E	51.11'
L41	N68°42'23"E	75.40'
L42	S48°38'50"E	32.15'
L43	N54°34'44"E	48.69'
L44	N88°08'07"E	48.71'
L45	S08°47'04"W	36.33'
L46	S20°20'48"E	85.92'
L47	S10°14'29"E	46.59'
L48	S10°42'32"E	119.25'
L49	S18°58'41"W	29.66'
L50	S82°31'29"W	25.14'
L51	S39°51'39"W	16.05'
L52	S52°25'10"E	46.60'

LINE TABLE		
LINE	BEARING	LENGTH
L53	S38°57'33"W	72.49'
L54	S56°27'26"W	65.29'
L55	S82°15'04"W	55.68'
L56	S87°33'05"W	52.57'
L57	N56°41'29"W	72.99'
L58	N57°06'24"W	40.67'
L59	N74°15'21"W	41.97'
L60	N62°44'29"W	47.26'
L61	N80°44'26"W	14.12'
L62	N19°06'21"W	62.81'
L63	N40°52'16"E	27.66'
L64	N04°31'21"E	49.92'
L65	N47°37'02"E	68.95'
L66	N45°07'48"E	25.87'
L67	N55°08'22"W	40.54'
L68	N35°11'54"E	33.20'
L69	N16°51'01"E	38.80'
L70	N11°41'19"E	55.77'
L71	N25°28'51"E	44.57'
L72	N47°15'11"E	42.05'
L73	N22°14'40"E	41.30'
L74	N01°09'28"W	28.51'
L75	N51°08'52"W	35.26'
L76	N23°25'50"W	58.22'
L77	N13°57'25"W	51.64'
L78	N06°36'53"W	44.94'

LINE TABLE		
LINE	BEARING	LENGTH
L79	N27°12'42"W	64.84'
L80	N18°08'02"W	47.62'
L81	N67°30'04"W	47.35'
L82	N81°18'26"E	108.60'
L83	S12°50'18"E	52.06'
L84	S89°15'07"E	67.49'
L85	N00°44'23"E	51.67'
L86	N89°58'54"E	79.71'
L87	S84°27'03"W	58.97'
L88	S60°24'12"E	51.19'
L89	S02°34'02"E	43.80'
L90	S48°23'27"W	42.12'
L91	N23°19'23"W	81.12'
L92	N37°16'22"E	28.30'
L93	N37°36'35"E	48.47'
L94	N50°52'35"W	24.26'
L95	N46°33'50"W	24.33'
L96	N12°28'42"W	31.59'
L97	N13°14'58"E	24.13'
L98	N28°07'06"E	8.70'
L99	S06°25'32"W	27.25'
L100	S19°44'33"E	32.68'
L101	S44°40'06"E	42.28'
L102	S33°17'45"W	7.34'

PROJECT NAME

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SHEET NAME

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LEGAL DESCRIPTION:**PARCEL 1**

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 452.11 FEET; THENCE SOUTH 04°22'15" WEST, FOR 25.00 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING A POINT ON THE EAST LINE OF BLOCK 90 OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAME ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID BLOCK 90, AND THE EAST LINE OF BLOCK 96 SAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, RESPECTIVELY, SOUTH 14°36'06" EAST, FOR 297.32 FEET; THENCE SOUTH 70°20'01" WEST, FOR 112.53 FEET; THENCE NORTH 66°10'27" WEST, FOR 30.99 FEET; THENCE NORTH 09°10'00" WEST, FOR 51.06 FEET; THENCE NORTH 46°41'37" WEST, FOR 42.44 FEET; THENCE NORTH 32°32'36" WEST, FOR 39.13 FEET; THENCE NORTH 23°40'02" WEST, FOR 47.58 FEET; THENCE NORTH 45°32'27" WEST, FOR 39.41 FEET; THENCE NORTH 32°34'48" WEST, FOR 52.58 FEET; THENCE NORTH 24°23'38" WEST, FOR 34.03 FEET; THENCE NORTH 00°27'35" EAST, FOR 46.35 FEET; THENCE SOUTH 75°16'06" WEST, FOR 42.52 FEET; THENCE NORTH 28°21'18" WEST, FOR 44.60 FEET TO AFORESAID SOUTH RIGHT-OF-WAY OF HAYS ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 271.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.380 ACRES.

TOGETHER WITH:**PARCEL 2**

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID

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LEGAL DESCRIPTION: (CONTINUED)

SECTION 7, NORTH 85°37'45" WEST, FOR 733.95 FEET; THENCE SOUTH 04°22'15" WEST, FOR 25.00 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE SOUTH 74°12'35" WEST, FOR 50.42 FEET; THENCE NORTH 81°40'29" WEST, FOR 74.37 FEET; THENCE NORTH 61°43'31" WEST, FOR 30.23 FEET TO AFORESAID SOUTH RIGHT-OF-WAY OF HAYS ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 149.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.039 ACRES.

TOGETHER WITH:

PARCEL 3

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE OF LOT 42, SOUTH 00°06'36" EAST, FOR 24.93 FEET; THENCE NORTH 61°43'31" WEST, FOR 46.95 FEET; THENCE NORTH 25°06'22" EAST, FOR 96.95 FEET TO AFORESAID EAST LINE OF LOT 42; THENCE ALONG SAID EAST LINE OF LOT 42, SOUTH 00°06'36" EAST, FOR 85.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.052 ACRES.

TOGETHER WITH:

PARCEL 4

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS

PROJECT NAME

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LEGAL DESCRIPTION: (CONTINUED)

RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 42, NORTH 00°06'36" WEST, FOR 132.36 FEET; THENCE SOUTH 89°53'24" WEST, FOR 49.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°46'26" WEST, FOR 32.60 FEET; THENCE NORTH 57°59'34" EAST, FOR 24.67 FEET; THENCE SOUTH 07°20'03" EAST, FOR 33.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.009 ACRES.

TOGETHER WITH:

PARCEL 5

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 42, NORTH 00°06'36" WEST, FOR 301.40 FEET; THENCE SOUTH 89°53'24" WEST, FOR 115.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38°58'20" WEST, FOR 24.98 FEET; THENCE SOUTH 00°40'43" EAST, FOR 61.55 FEET; THENCE SOUTH 13°19'15" EAST, FOR 74.02 FEET; THENCE NORTH 63°10'42" WEST, FOR 51.45 FEET; THENCE SOUTH 17°01'02" WEST, FOR 21.06 FEET TO REFERENCE POINT "A"; THENCE SOUTH 35°28'18" EAST, FOR 59.22 FEET; THENCE SOUTH 49°59'12" EAST, FOR 49.96 FEET; THENCE SOUTH 15°08'31" WEST, FOR

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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

46.09 FEET; THENCE SOUTH 11°25'46" WEST, FOR 52.51 FEET; THENCE SOUTH 55°20'44" WEST, FOR 101.07 FEET; THENCE SOUTH 14°07'56" WEST, FOR 125.80 FEET; THENCE SOUTH 77°11'58" EAST, FOR 18.80 FEET; THENCE NORTH 11°39'30" EAST, FOR 51.11 FEET; THENCE NORTH 68°42'23" EAST, FOR 75.40 FEET; THENCE SOUTH 48°38'50" EAST, FOR 32.15 FEET; THENCE NORTH 54°34'44" EAST, FOR 48.69 FEET; THENCE NORTH 88°08'07" EAST, FOR 48.71 FEET; THENCE SOUTH 08°47'04" WEST, FOR 36.33 FEET; THENCE SOUTH 20°20'48" EAST, FOR 85.92 FEET; THENCE SOUTH 10°14'29" EAST, FOR 46.59 FEET; THENCE SOUTH 10°42'32" EAST, FOR 119.25 FEET; THENCE SOUTH 18°58'41" WEST, FOR 29.66 FEET; THENCE SOUTH 82°31'29" WEST, FOR 25.14 FEET; THENCE SOUTH 39°51'39" WEST, FOR 16.05 FEET; THENCE SOUTH 52°25'10" EAST, FOR 46.60 FEET; THENCE SOUTH 38°57'33" WEST, FOR 72.49 FEET; THENCE SOUTH 56°27'26" WEST, FOR 65.29 FEET; THENCE SOUTH 82°15'04" WEST, FOR 55.68 FEET; THENCE SOUTH 87°33'05" WEST, FOR 52.57 FEET; THENCE NORTH 56°41'29" WEST, FOR 72.99 FEET; THENCE NORTH 57°06'24" WEST, FOR 40.67 FEET TO REFERENCE POINT "B"; THENCE NORTH 74°15'21" WEST, FOR 41.97 FEET; THENCE NORTH 62°44'29" WEST, FOR 47.26 FEET; THENCE NORTH 80°44'26" WEST, FOR 14.12 FEET; THENCE NORTH 19°06'21" WEST, FOR 62.81 FEET; THENCE NORTH 40°52'16" EAST, FOR 27.66 FEET; THENCE NORTH 04°31'21" EAST, FOR 49.92 FEET; THENCE NORTH 47°37'02" EAST, FOR 68.95 FEET; THENCE NORTH 45°07'48" EAST, FOR 25.87 FEET; THENCE NORTH 55°08'22" WEST, FOR 40.54 FEET; THENCE NORTH 35°11'54" EAST, FOR 33.20 FEET; THENCE NORTH 16°51'01" EAST, FOR 38.80 FEET; THENCE NORTH 11°41'19" EAST, FOR 55.77 FEET; THENCE NORTH 25°28'51" EAST, FOR 44.57 FEET; THENCE NORTH 47°15'11" EAST, FOR 42.05 FEET; THENCE NORTH 22°14'40" EAST, FOR 41.30 FEET; THENCE NORTH 01°09'28" WEST, FOR 28.51 FEET; THENCE NORTH 51°08'52" WEST, FOR 35.26 FEET; THENCE NORTH 23°25'50" WEST, FOR 58.22 FEET; THENCE NORTH 13°57'25" WEST, FOR 51.64 FEET; THENCE NORTH 06°36'53" WEST, FOR 44.94 FEET; THENCE NORTH 27°12'42" WEST, FOR 64.84 FEET; THENCE NORTH 18°08'02" WEST, FOR 47.62 FEET; THENCE NORTH 67°30'04" WEST, FOR 47.35 FEET; THENCE NORTH 81°18'26" EAST, FOR 108.60 FEET; THENCE SOUTH 12°50'18" EAST, FOR 52.06 FEET; THENCE SOUTH 89°15'07" EAST, FOR 67.49 FEET; THENCE NORTH 00°44'23" EAST, FOR 51.67 FEET; THENCE NORTH 89°58'54" EAST, FOR 79.71 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL 5A:

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFORESAID REFERENCE POINT "A"; THENCE SOUTH 84°27'03" WEST, FOR 58.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60°24'12" EAST, FOR 51.19 FEET; THENCE

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION

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Engineer # - CA No. 33088
Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

SOUTH 02°34'02" EAST, FOR 43.80 FEET; THENCE SOUTH 48°23'27" WEST, FOR 42.12 FEET; THENCE NORTH 23°19'23" WEST, FOR 81.12 FEET; THENCE NORTH 37°16'22" EAST, FOR 28.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL 5B:

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFORESAID REFERENCE POINT "B"; THENCE NORTH 37°36'35" EAST, FOR 48.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°52'35" WEST, FOR 24.26 FEET; THENCE NORTH 46°33'50" WEST, FOR 24.33 FEET; THENCE NORTH 12°28'42" WEST, FOR 31.59 FEET; THENCE NORTH 13°14'58" EAST, FOR 24.13 FEET; THENCE NORTH 28°07'06" EAST, FOR 8.70 FEET; THENCE SOUTH 06°25'32" WEST, FOR 27.25 FEET; THENCE SOUTH 19°44'33" EAST, FOR 32.68 FEET; THENCE SOUTH 44°40'06" EAST, FOR 42.28 FEET; THENCE SOUTH 33°17'45" WEST, FOR 7.34 FEET TO THE POINT OF BEGINNING.

TOTAL PARCEL 5 CONTAINING 4.511 ACRES.

TOTAL SUBJECT PROPERTY CONTAINING 5.991 ACRES

SURVEYOR'S NOTES:

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY. THE GEOMETRY FOR THIS SKETCH IS BASED ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY, BOUNDARY SURVEY AND TIDAL WATER SURVEY TITLED "ANCLOTE HARBOR", PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC., DATED 9/14/2020 AND LAST REVISED 11/3/2020.
- 4) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING NORTH 85°37'45" WEST, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

RECREATIONAL OPEN SPACE SKETCH & DESCRIPTION



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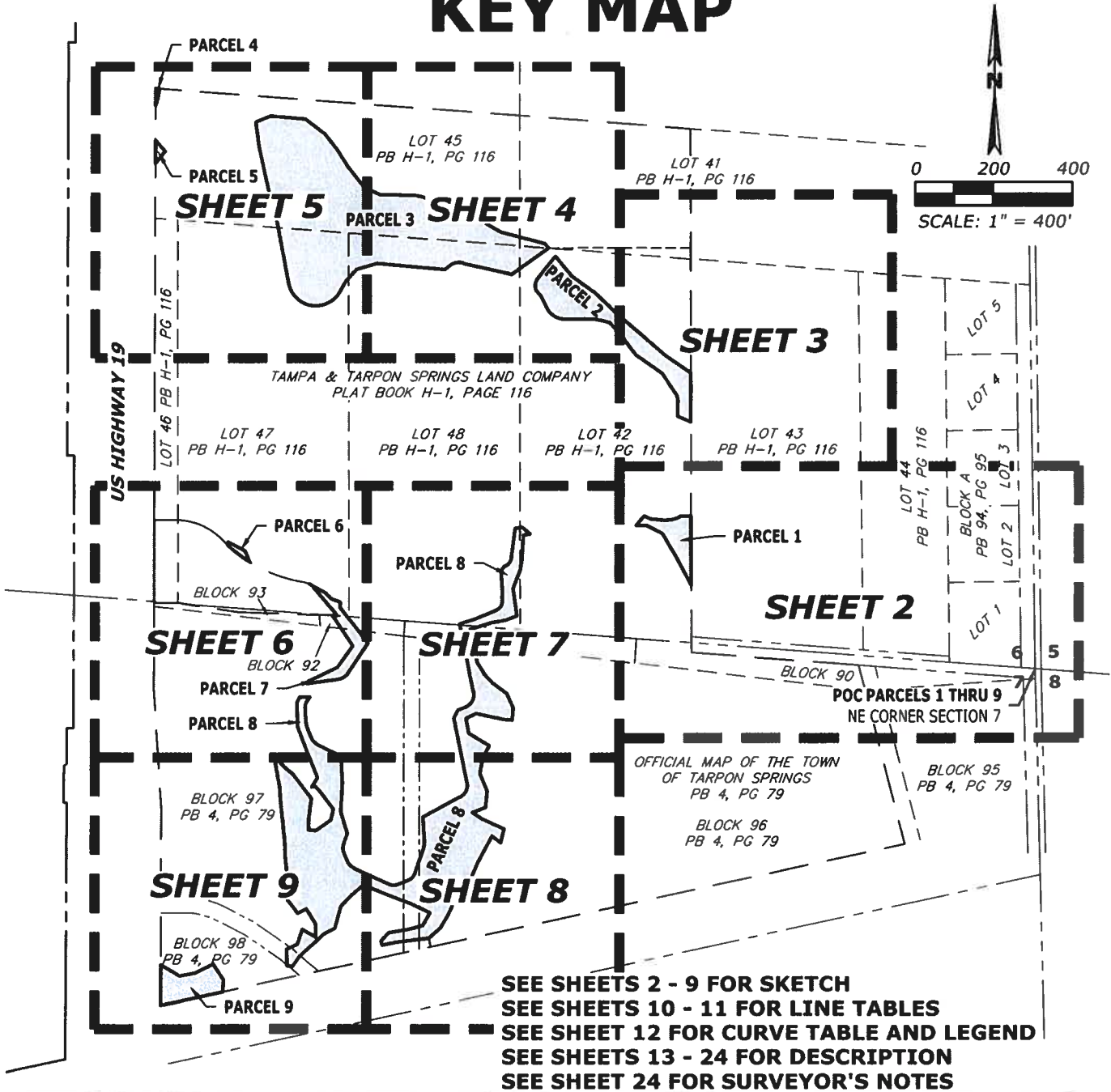
**ANCLOTE HARBOR PLAN AMENDMENT
LEGAL DESCRIPTION OF PARCEL 2- 8.568 ACRES**

**FROM COMMERCIAL GENERAL, RESIDENTIAL/ OFFICE GENERAL &
PRESERVATION CATEGORIES
TO RECREATION/ OPEN SPACE CATEGORY**

THIS IS NOT A SURVEY

SECTIONS 6 AND 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

KEY MAP



PROJECT NAME

ANCLOTHE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

DATE	PROJECT	DRAWN	QC	SCALE
12/8/2021	2020-1046	JEB	JEB	AS NOTED



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CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
SKETCH AND LEGAL DESCRIPTION NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

[Signature]
JOSEPH E. BECKMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA #LS7204
CERTIFICATE OF AUTHORIZATION #LB8342

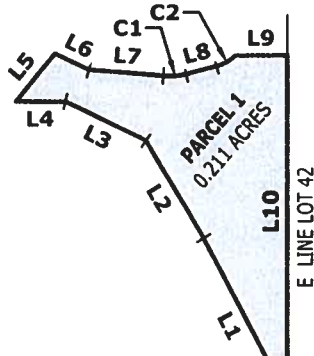
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MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 7



LOT 43
PB H-1, PG 116

POB PARCEL 1

LOT 42
PB H-1, PG 116

POC PARCELS 1 THRU 9
NE CORNER SECTION 7

SECTION 6
SECTION 7

S00°06'36"E 25.08'
(PARCELS 8 & 9)

S'LY EXT OF E LINE LOT 42

BLOCK 90
PB 4, PG 79

S R/W PER ORB 2, PG 227
N85°37'45"W
431.31' (PARCELS 8 & 9)

(BEARING BASIS)
N85°37'45"W 2656.07' (OA)
N LINE OF THE NW 1/4 OF SECTION 7
N85°37'45"W 885.38'

HAYS ROAD

E LINE OF
BLOCK 90

S14°36'06"E 474.15'
(PARCELS 8 & 9)

BLOCK 89
PB 4, PG 79

BLOCK 96
PB 4, PG 79

BLOCK 95
PB 4, PG 79

MATCH LINE - SEE SHEET 8

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

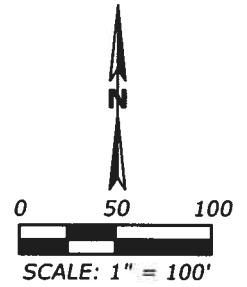
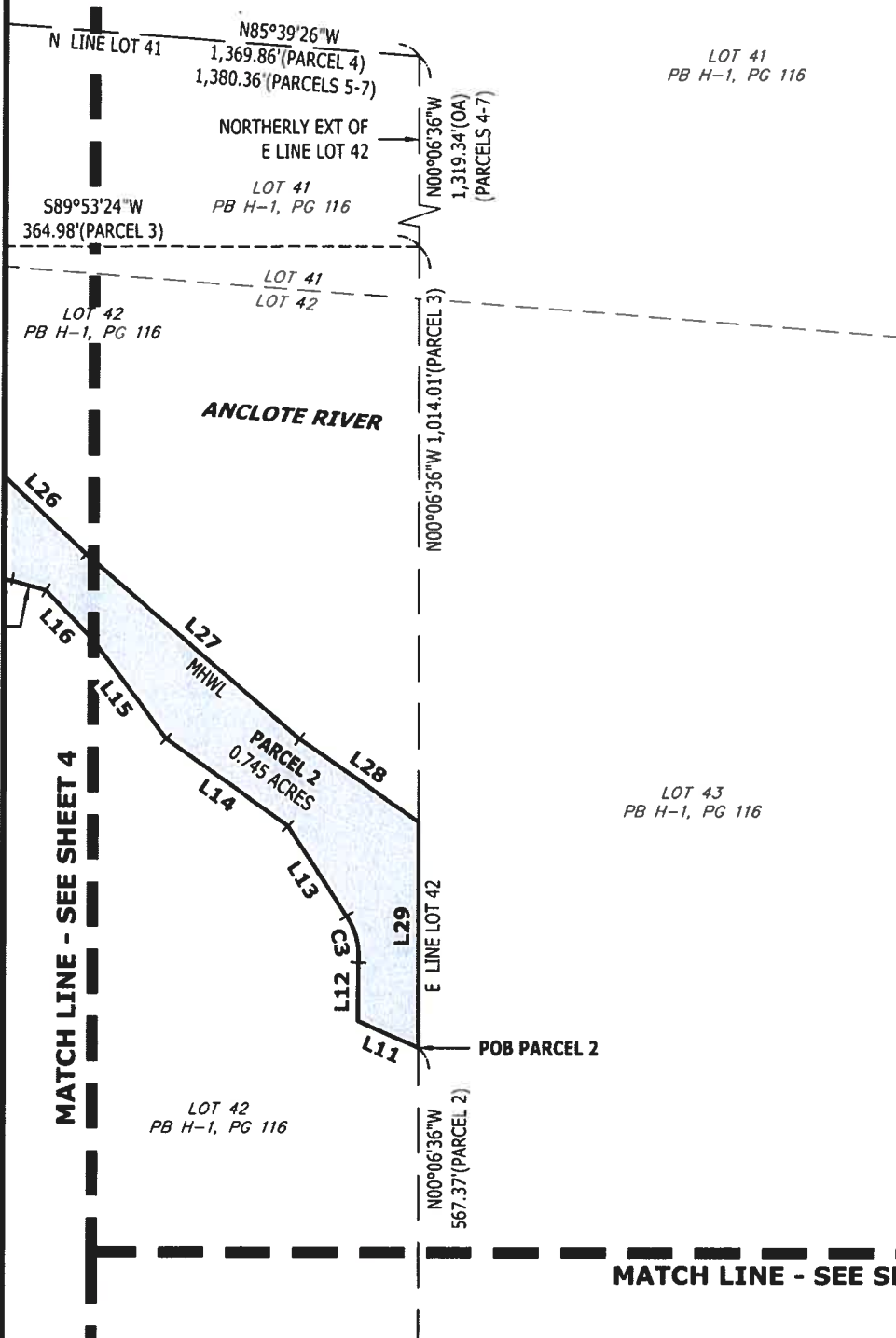


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ANCLOTE HARBOR

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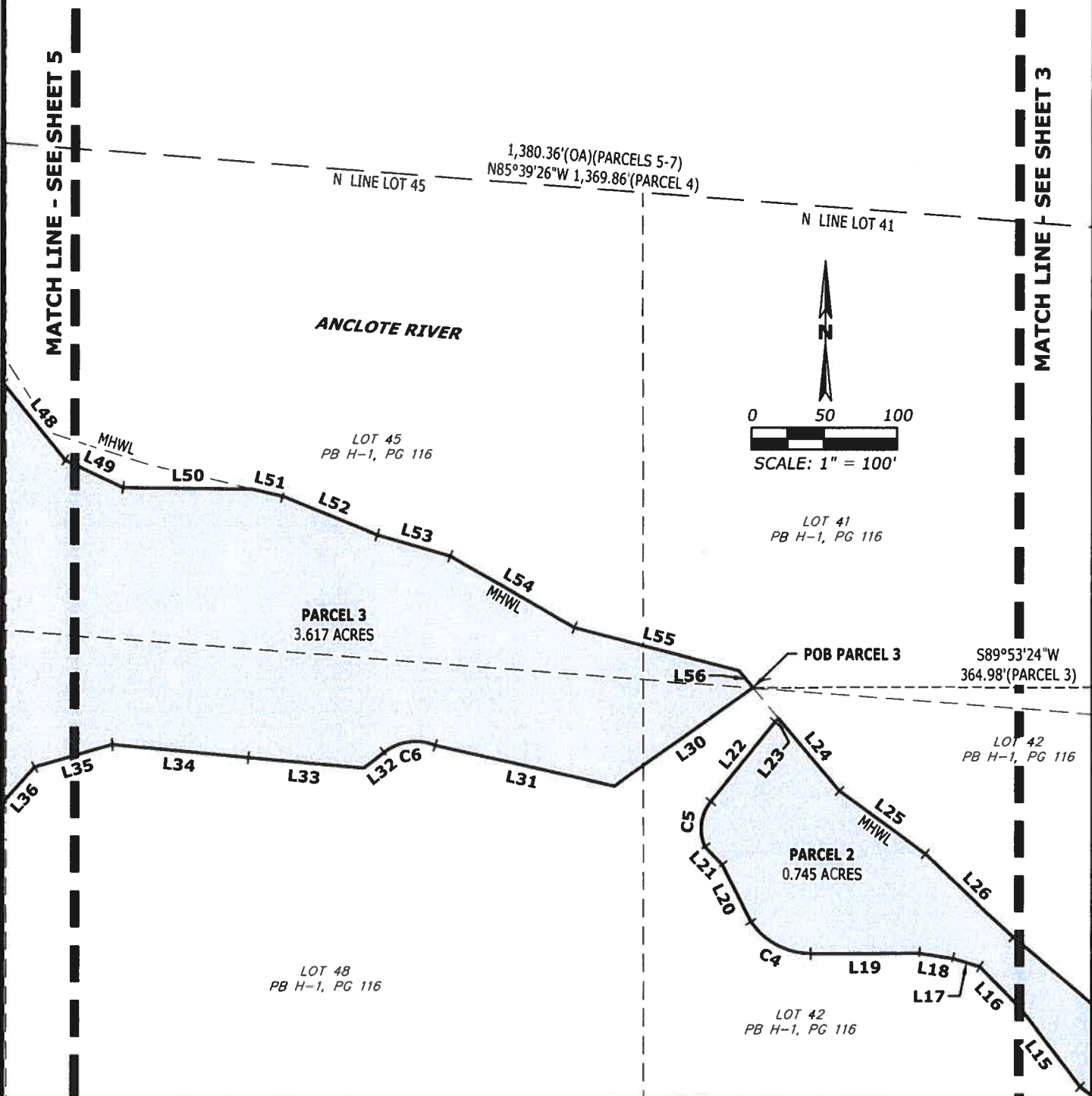


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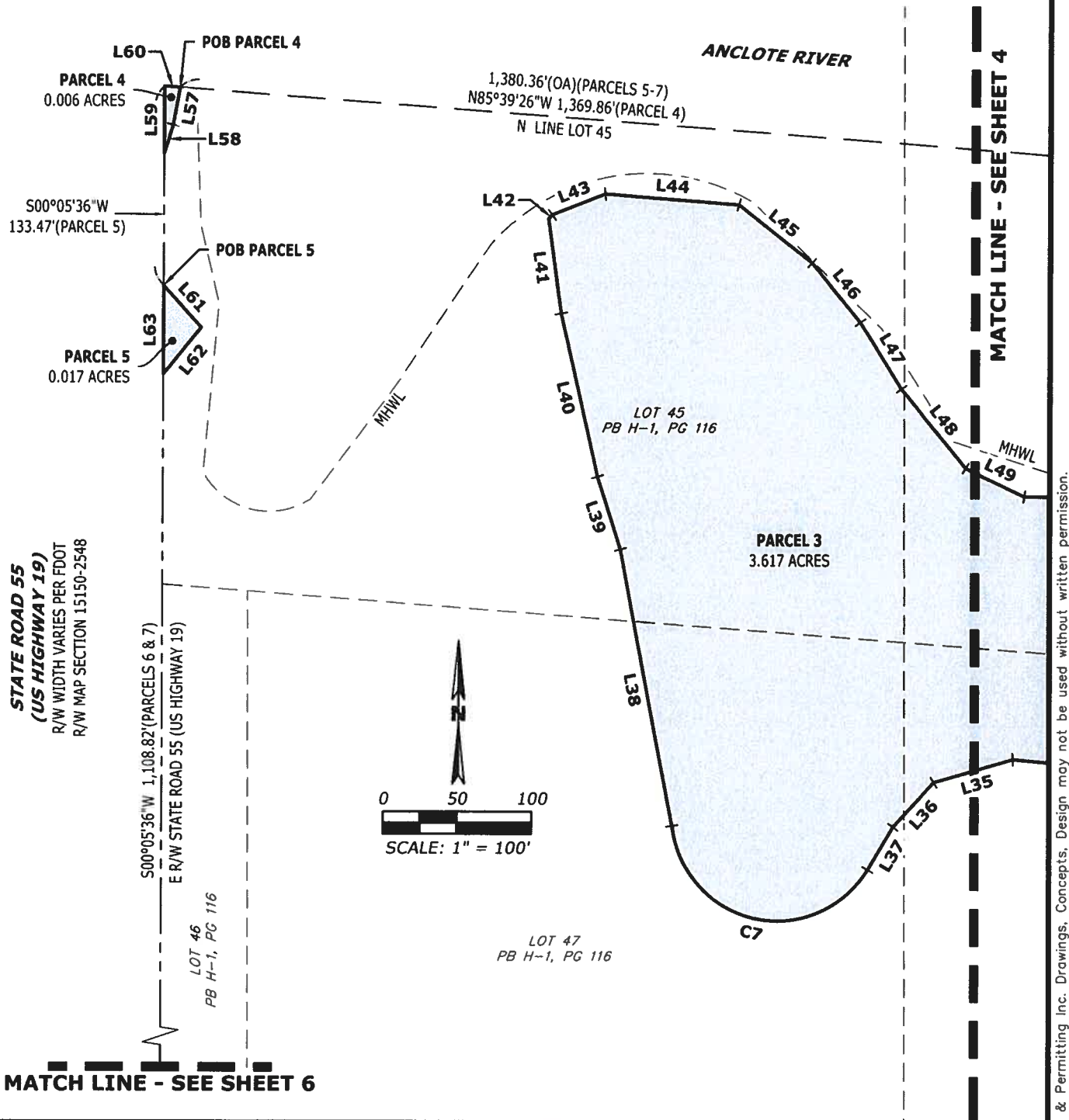


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MATCH LINE - SEE SHEET 5

50°05'36"W 1,108.82'(PARCELS 6 & 7)
E R/W STATE ROAD 55 (US HIGHWAY 19)

L64

LOT 46
PB H-1, PG 116

NORTHERLY LINE OF
ORB 20382, PG 1516

C9(PARCEL 6)
POB PARCEL 6
PARCEL 6
0.020 ACRES

L65

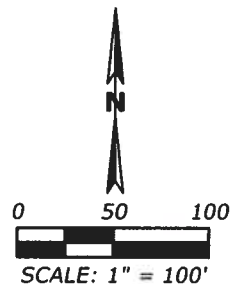
L66

C10

C11(OA)
(PARCEL 7)

ORB 20382
PG 1516

LOT 47
PB H-1, PG 116



SECTION 6
SECTION 7

STATE ROAD 55
(US HIGHWAY 19)
R/W WIDTH VARIES PER FDOT
R/W MAP SECTION 15150-2548

POB PARCEL 7
EASTERLY LINE OF
ORB 20382, PG 1516

BLOCK 93

SOUTHERLY LINE OF
ORB 20382, PG 1516

BLOCK 97
PB 4, PG 79

PARCEL 8
3.483 ACRES

BLOCK 97
PB 4, PG 79

MATCH LINE - SEE SHEET 9

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION



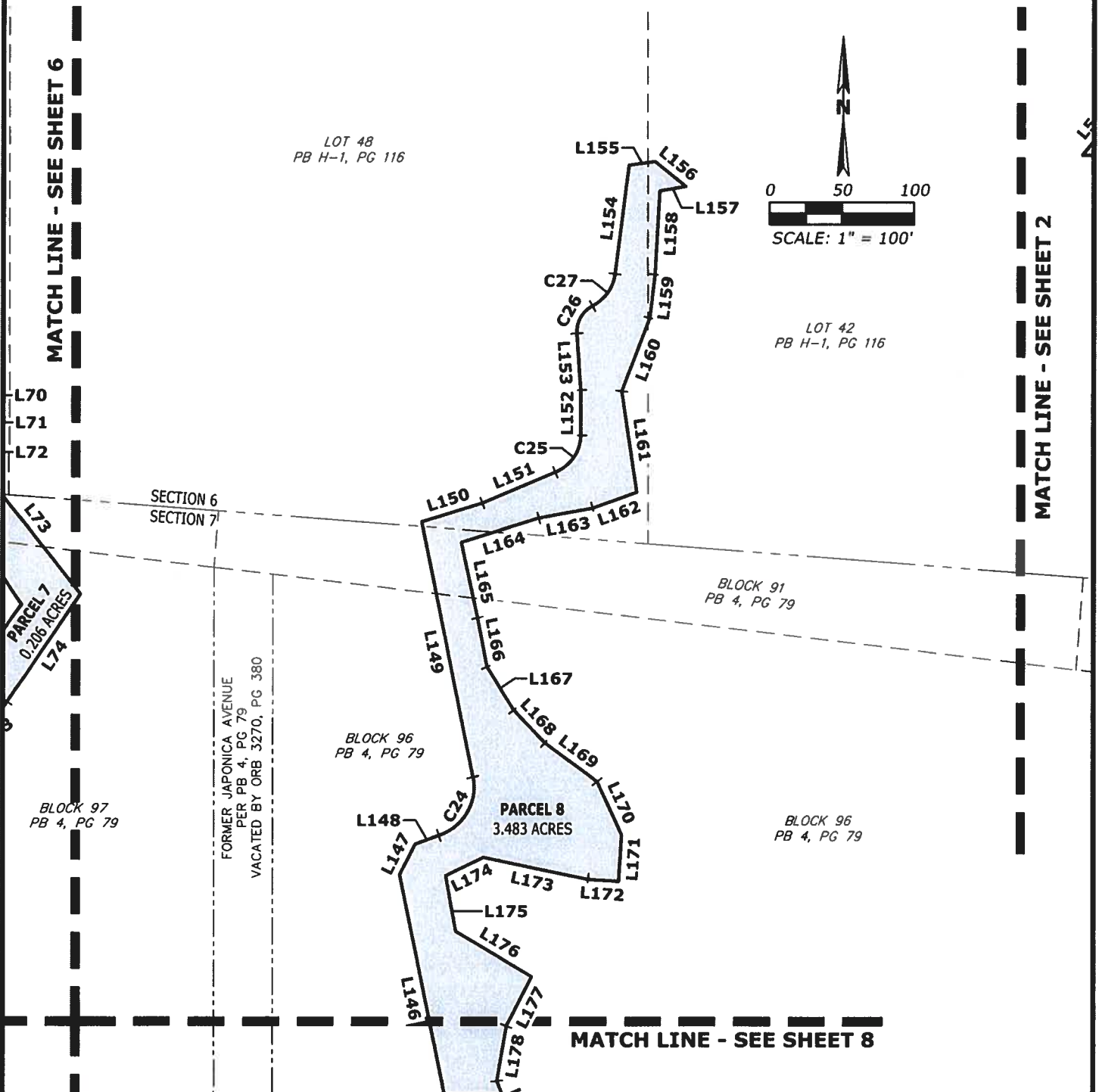
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MATCH LINE - SEE SHEET 7

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PROJECT NAME

ANCOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

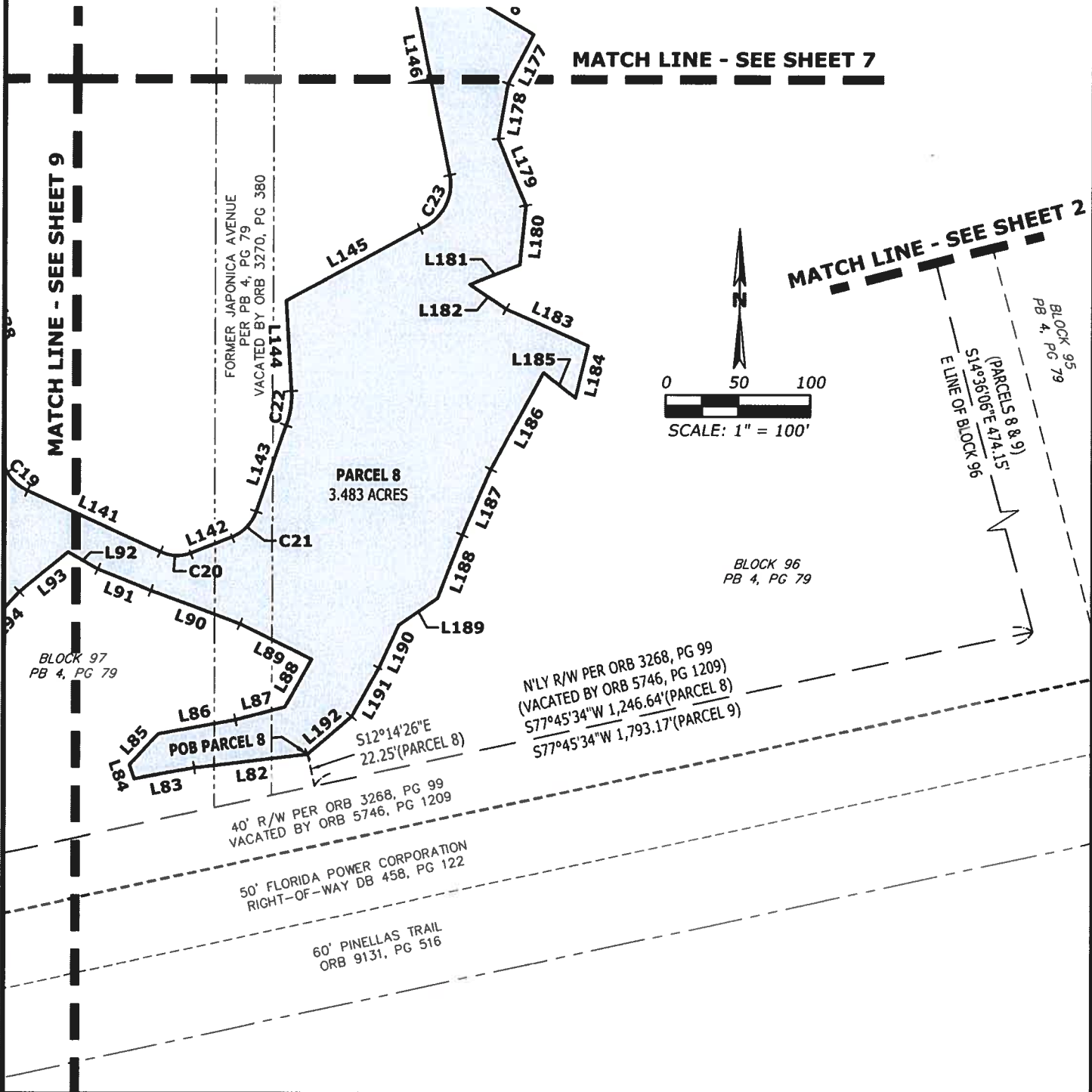


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PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION



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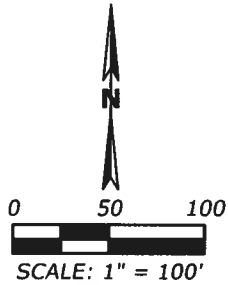
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MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 8



STATE ROAD 55
(US HIGHWAY 19)
R/W WIDTH VARIES PER FDOT
R/W MAP SECTION 15150-2548

E R/W STATE ROAD 55 (US HIGHWAY 19)

BLOCK 97
PB 4, PG 79

PARCEL 8
3.483 ACRES

BLOCK 97
PB 4, PG 79

RIGHT-OF-WAY PER
ORB 6222, PG 2159

FORMER NORTH BOULEVARD
PER PB 4, PG 79
VACATED BY ORB 3270, PG 380

BLOCK 98
PB 4, PG 79

PARCEL 9
0.263 ACRES

N'LY R/W PER ORB 3268, PG 99
(VACATED BY ORB 5746, PG 1209)

S77°45'34"W 1,793.17'(PARCEL 9)
40' R/W PER ORB 3268, PG 99
VACATED BY ORB 5746, PG 1209

50' FLORIDA POWER CORPORATION
RIGHT-OF-WAY DB 458, PG 122

60' PINELLAS TRAIL
ORB 9131, PG 516

PROJECT NAME

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°53'29"W	93.45'
L2	N30°55'14"W	59.03'
L3	N63°50'53"W	46.40'
L4	S89°58'54"W	25.73'
L5	N38°58'18"E	32.15'
L6	S63°50'52"E	19.43'
L7	S85°39'09"E	39.09'
L8	N75°42'28"E	16.49'
L9	N89°39'45"E	26.97'
L10	S00°06'36"E	177.73'
L11	N66°32'13"W	37.18'
L12	N00°20'47"E	32.67'
L13	N33°09'40"W	60.05'
L14	N54°34'03"W	83.66'
L15	N36°53'49"W	68.48'
L16	N43°42'51"W	38.31'
L17	N73°59'56"W	19.66'
L18	N80°49'49"W	23.58'
L19	S89°43'41"W	74.48'
L20	N26°50'07"W	43.92'
L21	N44°16'23"W	17.17'
L22	N39°02'09"E	70.42'
L23	N49°33'26"E	3.35'
L24	S40°06'30"E	64.77'
L25	S53°51'17"E	73.13'

LINE TABLE		
LINE	BEARING	LENGTH
L26	S46°37'30"E	83.26'
L27	S49°22'27"E	157.84'
L28	S55°15'54"E	81.07'
L29	S00°06'36"E	125.90'
L30	S54°31'23"W	116.61'
L31	N77°18'30"W	126.47'
L32	S52°17'56"W	17.88'
L33	N84°51'49"W	79.54'
L34	N84°26'50"W	94.19'
L35	S73°41'10"W	55.63'
L36	S42°23'51"W	40.55'
L37	S30°34'46"W	33.27'
L38	N10°43'38"W	188.57'
L39	N17°50'15"W	51.00'
L40	N12°44'43"W	112.14'
L41	N07°39'37"W	63.98'
L42	N41°40'47"E	3.51'
L43	N68°41'17"E	38.48'
L44	S85°28'02"E	89.80'
L45	S51°59'53"E	63.11'
L46	S39°19'56"E	51.48'
L47	S31°38'10"E	52.31'
L48	S39°09'56"E	68.34'
L49	S64°46'55"E	44.06'
L50	S89°21'56"E	89.11'

LINE TABLE		
LINE	BEARING	LENGTH
L51	S76°59'52"E	21.64'
L52	S67°42'49"E	69.88'
L53	S74°06'18"E	52.70'
L54	S60°04'55"E	98.25'
L55	S75°24'02"E	116.68'
L56	S40°06'30"E	15.22'
L57	S10°19'55"W	25.52'
L58	S17°12'40"W	20.15'
L59	N00°05'36"E	45.15'
L60	S85°39'26"E	10.50'
L61	S41°51'26"E	37.82'
L62	S39°07'29"W	40.15'
L63	N00°05'36"E	59.32'
L64	S89°54'24"E	56.74'
L65	N03°00'47"E	8.73'
L66	S62°51'49"E	49.85'
L67	S21°43'38"E	31.46'
L68	S60°43'16"E	48.61'
L69	S43°28'16"E	20.94'
L70	S72°30'38"E	21.71'
L71	S30°00'00"E	3.43'
L72	S05°18'47"W	11.18'
L73	S38°20'09"E	117.42'
L74	S34°00'08"W	89.62'
L75	S81°55'58"W	79.91'

LINE TABLE		
LINE	BEARING	LENGTH
L76	N28°45'30"E	6.83'
L77	N64°28'34"E	82.52'
L78	N35°10'39"E	67.67'
L79	N33°40'33"W	94.86'
L80	S88°11'44"E	12.62'
L81	N40°04'21"W	94.70'
L82	S83°06'27"W	79.09'
L83	S79°38'52"W	41.73'
L84	N19°21'59"W	10.25'
L85	N43°19'27"E	29.38'
L86	N79°34'27"E	53.82'
L87	N75°43'04"E	35.25'
L88	N28°58'55"E	37.68'
L89	N63°54'43"W	55.12'
L90	N69°36'40"W	65.43'
L91	N68°11'34"W	39.64'
L92	N60°08'41"W	23.71'
L93	S50°54'07"W	43.46'
L94	S42°34'28"W	39.50'
L95	S15°51'40"W	59.10'
L96	S61°58'58"W	30.35'
L97	S47°55'50"W	86.37'
L98	S34°37'47"W	31.44'
L99	N82°29'18"W	14.44'
L100	N00°38'51"W	42.65'

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION



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LINE TABLE		
LINE	BEARING	LENGTH
L101	N64°24'52"E	30.53'
L102	N18°55'47"E	39.77'
L103	S60°11'47"E	39.08'
L104	N00°38'19"W	33.02'
L105	N30°43'06"W	44.91'
L106	S64°35'49"W	25.25'
L107	N36°49'40"W	47.53'
L108	N04°35'58"E	38.99'
L109	N05°27'16"W	76.40'
L110	N00°20'49"E	23.62'
L111	N05°56'55"W	114.94'
L112	N03°37'24"W	37.17'
L113	N10°46'58"W	58.87'
L114	N42°24'27"E	10.60'
L115	S43°18'22"E	27.60'
L116	S50°13'45"E	24.76'
L117	S37°24'15"E	78.72'
L118	S07°08'37"W	54.01'
L119	S01°18'53"W	27.20'
L120	S86°42'57"E	18.82'
L121	N54°36'14"E	46.12'
L122	N13°40'44"E	28.34'
L123	N37°22'17"W	57.11'
L124	N42°37'54"W	17.16'
L125	S80°42'57"W	8.93'

LINE TABLE		
LINE	BEARING	LENGTH
L126	N31°55'17"E	28.22'
L127	N21°39'34"W	139.83'
L128	N01°54'36"W	63.75'
L129	N28°45'30"E	15.80'
L130	N90°00'00"E	26.32'
L131	S32°12'05"W	14.31'
L132	S02°40'41"E	41.15'
L133	S22°55'56"E	36.30'
L134	S47°27'22"E	15.38'
L135	S63°20'26"E	43.42'
L136	S03°03'31"E	47.55'
L137	S03°23'37"W	75.28'
L138	S16°32'26"E	58.53'
L139	S18°41'26"W	30.42'
L140	S23°56'07"E	29.38'
L141	S65°34'49"E	101.13'
L142	N68°31'13"E	30.90'
L143	N19°01'38"E	62.80'
L144	N03°16'53"W	62.62'
L145	N61°41'45"E	104.44'
L146	N11°28'57"W	170.18'
L147	N26°10'54"E	23.56'
L148	N69°50'23"E	17.38'
L149	N11°22'54"W	178.95'
L150	N72°51'19"E	43.73'

LINE TABLE		
LINE	BEARING	LENGTH
L151	N67°07'50"E	54.84'
L152	N00°00'00"E	31.12'
L153	N03°45'54"W	39.01'
L154	N07°21'49"E	75.39'
L155	N82°05'49"E	18.16'
L156	S51°24'26"E	27.46'
L157	S80°07'58"W	18.39'
L158	S03°11'23"W	57.62'
L159	S07°00'44"W	30.04'
L160	S21°01'22"W	53.86'
L161	S08°36'59"E	70.20'
L162	S70°13'39"W	32.19'
L163	S79°19'48"W	37.12'
L164	S72°41'25"W	56.23'
L165	S12°12'36"E	53.06'
L166	S11°08'14"E	34.26'
L167	S31°48'18"E	34.92'
L168	S44°01'19"E	31.32'
L169	S53°05'45"E	44.35'
L170	S24°19'48"E	40.26'
L171	S03°36'01"W	32.04'
L172	N86°14'31"W	20.78'
L173	N78°01'07"W	73.53'
L174	S64°01'43"W	28.92'
L175	S10°13'45"E	38.86'

LINE TABLE		
LINE	BEARING	LENGTH
L176	S59°26'30"E	61.25'
L177	S27°09'45"W	38.21'
L178	S09°54'46"W	38.44'
L179	S22°24'17"E	49.66'
L180	S05°31'28"W	41.14'
L181	S68°24'07"W	36.55'
L182	S56°03'15"E	29.95'
L183	S65°59'09"E	61.94'
L184	S13°45'32"W	37.09'
L185	N51°56'52"W	28.05'
L186	S28°17'23"W	75.44'
L187	S23°18'33"W	49.15'
L188	S21°02'11"W	46.65'
L189	S55°42'00"W	32.94'
L190	S24°59'14"W	32.53'
L191	S29°22'00"W	38.38'
L192	S48°48'30"W	39.66'
L193	S77°45'34"W	163.72'
L194	N00°05'36"E	104.56'
L195	S58°55'20"E	55.18'
L196	N79°35'48"E	40.82'
L197	N64°05'51"E	53.33'
L198	S32°49'12"E	48.85'
L199	S03°44'30"W	31.04'

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION



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CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	33.85'	20°00'18"	11.82'	N85°42'37"E	11.76'
C2	23.77'	27°16'23"	11.31'	N60°45'11"E	11.21'
C3	40.99'	37°56'39"	27.14'	N14°11'20"W	26.65'
C4	50.11'	55°48'17"	48.80'	N62°04'01"W	46.90'
C5	29.93'	63°02'44"	32.93'	N07°30'47"E	31.29'
C6	35.43'	60°15'04"	37.26'	S82°25'28"W	35.57'
C7	70.96'	143°28'24"	177.69'	N77°29'23"W	134.77'
C8	166.00'	45°49'15"	132.75'	S66°59'46"E	129.24'
C9	374.00'	3°00'56"	19.68'	S45°35'37"E	19.68'
C10	374.00'	10°54'46"	71.23'	N52°33'27"W	71.13'
C11	374.00'	37°10'51"	242.70'	S62°40'34"E	238.46'
C12	35.00'	20°35'49"	12.58'	S70°58'05"E	12.51'
C13	38.79'	51°18'42"	34.74'	S56°16'37"W	33.59'
C14	35.00'	20°35'49"	12.58'	N50°22'16"W	12.51'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C15	25.44'	35°12'25"	15.63'	S14°55'31"W	15.39'
C16	30.52'	18°07'25"	9.65'	S13°52'13"E	9.61'
C17	34.61'	69°42'31"	42.11'	S37°54'47"E	39.56'
C18	25.50'	45°26'01"	20.22'	S01°13'07"E	19.69'
C19	30.63'	36°09'55"	19.33'	S47°29'52"E	19.01'
C20	25.10'	48°30'20"	21.25'	S87°13'37"E	20.62'
C21	28.86'	49°28'22"	24.92'	N43°45'50"E	24.15'
C22	57.90'	23°34'22"	23.82'	N08°30'18"E	23.65'
C23	32.53'	80°54'25"	45.93'	N28°58'15"E	42.21'
C24	34.84'	83°21'23"	50.69'	N30°17'47"E	46.34'
C25	27.08'	68°04'02"	32.17'	N34°02'01"E	30.31'
C26	20.00'	65°44'29"	22.95'	S29°06'21"W	21.71'
C27	29.16'	54°36'47"	27.79'	N34°40'12"E	26.75'

LEGEND

EXT = EXTENSION
 FDOT = FLORIDA DEPARTMENT OF
 TRANSPORTATION
 MHWL = MEAN HIGH WATER LINE
 N'LY = NORTHERLY
 OA = OVERALL
 ORB = OFFICIAL RECORDS BOOK

PB = PLAT BOOK
 PG = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 RD = ROAD
 R/W = RIGHT-OF-WAY
 S'LY = SOUTHERLY

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LEGAL DESCRIPTION:**PARCEL 1**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, NORTH 00°06'36" WEST, FOR 147.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°53'29" WEST, FOR 93.45 FEET; THENCE NORTH 30°55'14" WEST, FOR 59.03 FEET; THENCE NORTH 63°50'53" WEST, FOR 46.40 FEET; THENCE SOUTH 89°58'54" WEST, FOR 25.73 FEET; THENCE NORTH 38°58'18" EAST, FOR 32.15 FEET; THENCE SOUTH 63°50'52" EAST, FOR 19.43 FEET; THENCE SOUTH 85°39'09" EAST, FOR 39.09 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 11.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 33.85 FEET, A CENTRAL ANGLE OF 20°00'18", AND A CHORD BEARING AND DISTANCE OF NORTH 85°42'37" EAST, FOR 11.76 FEET; THENCE NORTH 75°42'28" EAST, FOR 16.49 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 11.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.77 FEET, A CENTRAL ANGLE OF 27°16'23", AND A CHORD BEARING AND DISTANCE OF NORTH 60°45'11" EAST, FOR 11.21 FEET; THENCE NORTH 89°39'45" EAST, FOR 26.97 FEET TO AFORESAID EAST LINE OF LOT 42; THENCE ALONG SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 177.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.211 ACRES.

TOGETHER WITH:**PARCEL 2**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Engineer # - CA No. 33088
Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, NORTH 00°06'36" WEST, FOR 567.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66°32'13" WEST, FOR 37.18 FEET; THENCE NORTH 00°20'47" EAST, FOR 32.67 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 27.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.99 FEET, A CENTRAL ANGLE OF 37°56'39", AND A CHORD BEARING AND DISTANCE OF NORTH 14°11'20" WEST, FOR 26.65 FEET; THENCE NORTH 33°09'40" WEST, FOR 60.05 FEET; THENCE NORTH 54°34'03" WEST, FOR 83.66 FEET; THENCE NORTH 36°53'49" WEST, FOR 68.48 FEET; THENCE NORTH 43°42'51" WEST, FOR 38.31 FEET; THENCE NORTH 73°59'56" WEST, FOR 19.66 FEET; THENCE NORTH 80°49'49" WEST, FOR 23.58 FEET; THENCE SOUTH 89°43'41" WEST, FOR 74.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY 48.80 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.11 FEET, A CENTRAL ANGLE OF 55°48'17", AND A CHORD BEARING AND DISTANCE OF NORTH 62°04'01" WEST, FOR 46.90 FEET; THENCE NORTH 26°50'07" WEST, FOR 43.92 FEET; THENCE NORTH 44°16'23" WEST, FOR 17.17 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 32.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.93 FEET, A CENTRAL ANGLE OF 63°02'44", AND A CHORD BEARING AND DISTANCE OF NORTH 07°30'47" EAST, FOR 31.29 FEET; THENCE NORTH 39°02'09" EAST, FOR 70.42 FEET; THENCE NORTH 49°33'26" EAST, FOR 3.35 FEET TO THE MEAN HIGH WATER LINE OF THE ANCLOTE RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 40°06'30" EAST, FOR 64.77 FEET; (2) SOUTH 53°51'17" EAST, FOR 73.13 FEET; (3) SOUTH 46°37'30" EAST, FOR 83.26 FEET; (4) SOUTH 49°22'27" EAST, FOR 157.84 FEET; (5) SOUTH 55°15'54" EAST, FOR 81.07 FEET TO AFORESAID EAST LINE OF LOT 42; THENCE ALONG SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 125.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.745 ACRES.

TOGETHER WITH:**PARCEL 3**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGAL DESCRIPTION: (CONTINUED)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, NORTH 00°06'36" WEST, FOR 1,014.01 FEET; THENCE SOUTH 89°53'24" WEST, FOR 364.98 FEET TO THE MEAN HIGH WATER LINE OF THE ANCLOTE RIVER, SAME BEING THE POINT OF BEGINNING; THENCE SOUTH 54°31'23" WEST, FOR 116.61 FEET; THENCE NORTH 77°18'30" WEST, FOR 126.47 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE WESTERLY 37.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.43 FEET, A CENTRAL ANGLE OF 60°15'04", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°25'28" WEST, FOR 35.57 FEET; THENCE SOUTH 52°17'56" WEST, FOR 17.88 FEET; THENCE NORTH 84°51'49" WEST, FOR 79.54 FEET; THENCE NORTH 84°26'50" WEST, FOR 94.19 FEET; THENCE SOUTH 73°41'10" WEST, FOR 55.63 FEET; THENCE SOUTH 42°23'51" WEST, FOR 40.55 FEET; THENCE SOUTH 30°34'46" WEST, FOR 33.27 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 177.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.96 FEET, A CENTRAL ANGLE OF 143°28'24", AND A CHORD BEARING AND DISTANCE OF NORTH 77°29'23" WEST, FOR 134.77 FEET; THENCE NORTH 10°43'38" WEST, FOR 188.57 FEET; THENCE NORTH 17°50'15" WEST, FOR 51.00 FEET; THENCE NORTH 12°44'43" WEST, FOR 112.14 FEET; THENCE NORTH 07°39'37" WEST, FOR 63.98 FEET; THENCE NORTH 41°40'47" EAST, FOR 3.51 FEET; THENCE NORTH 68°41'17" EAST, FOR 38.48 FEET; THENCE SOUTH 85°28'02" EAST, FOR 89.80 FEET; THENCE SOUTH 51°59'53" EAST, FOR 63.11 FEET; THENCE SOUTH 39°19'56" EAST, FOR 51.48 FEET; THENCE SOUTH 31°38'10" EAST, FOR 52.31 FEET; THENCE SOUTH 39°09'56" EAST, FOR 68.34 FEET; THENCE SOUTH 64°46'55" EAST, FOR 44.06 FEET; THENCE SOUTH 89°21'56" EAST, FOR 89.11 FEET TO THE MEAN HIGH WATER LINE OF THE ANCLOTE RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTH 76°59'52" EAST, FOR 21.64 FEET; (2) SOUTH 67°42'49" EAST, FOR 69.88 FEET; (3) SOUTH 74°06'18" EAST, FOR 52.70 FEET; (4) SOUTH 60°04'55" EAST, FOR 98.25 FEET; (5) SOUTH 75°24'02" EAST, FOR 116.68 FEET; (6) SOUTH 40°06'30" EAST, FOR 15.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.617 ACRES.

TOGETHER WITH:**PARCEL 4**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF

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LEGAL DESCRIPTION: (CONTINUED)

SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,369.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10°19'55" WEST, FOR 25.52 FEET; THENCE SOUTH 17°12'40" WEST, FOR 20.15 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°05'36" EAST, FOR 45.15 FEET TO AFORESAID NORTH LINE OF LOT 45; THENCE ALONG SAID NORTH LINE, SOUTH 85°39'26" EAST, FOR 10.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.006 ACRES.

TOGETHER WITH:**PARCEL 5**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND

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LEGAL DESCRIPTION: (CONTINUED)

TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 00°05'36" WEST, FOR 133.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°51'26" EAST, FOR 37.82 FEET; THENCE SOUTH 39°07'29" WEST, FOR 40.15 FEET TO AFORESAID EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19); THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°05'36" EAST, FOR 59.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.017 ACRES.

TOGETHER WITH:**PARCEL 6**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 00°05'36" WEST, FOR 1,108.82 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°54'24" EAST, FOR 56.74 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) SOUTHEASTERLY 132.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 45°49'15", AND A CHORD BEARING AND DISTANCE OF SOUTH 66°59'46" EAST, FOR 129.24 FEET TO A POINT OF REVERSE CURVE TO THE

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

**Florida Land
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Engineer # - CA No. 33088
Survey # - L88342

LEGAL DESCRIPTION: (CONTINUED)

LEFT; (3) SOUTHEASTERLY 19.68 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 03°00'56", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°35'37" EAST, FOR 19.68 FEET TO A POINT ON A CURVE TO THE LEFT, AND THE POINT OF BEGINNING; THENCE NORTH 03°00'47" EAST, FOR 8.73 FEET; THENCE SOUTH 62°51'49" EAST, FOR 49.85 FEET; THENCE SOUTH 21°43'38" EAST, FOR 31.46 FEET TO AFORESAID NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NORTHERLY LINE, NORTHWESTERLY 71.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 10°54'46", AND A CHORD BEARING AND DISTANCE OF NORTH 52°33'27" WEST, FOR 71.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.020 ACRES.

TOGETHER WITH:**PARCEL 7**

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, AND IT'S NORTHERLY EXTENSION, RESPECTIVELY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO THE NORTH LINE OF LOT 41, SAID TAMPA AND TARPON SPRINGS LAND COMPANY; THENCE ALONG SAID NORTH LINE, AND THE NORTH LINE OF LOT 45, SAID TAMPA AND TARPON SPRINGS LAND COMPANY, RESPECTIVELY, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 00°05'36" WEST, FOR 1,108.82 FEET TO THE NORTHERLY LINE

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LEGAL DESCRIPTION: (CONTINUED)

OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE, AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516, RESPECTIVELY, THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 89°54'24" EAST, FOR 56.74 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) SOUTHEASTERLY 132.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 45°49'15", AND A CHORD BEARING AND DISTANCE OF SOUTH 66°59'46" EAST, FOR 129.24 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (3) SOUTHEASTERLY 242.70 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 37°10'51", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°40'34" EAST, FOR 238.46 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; (4) EASTERLY 12.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 20°35'49", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°58'05" EAST, FOR 12.51 FEET TO A POINT ON A CURVE TO THE RIGHT, AND THE POINT OF BEGINNING; THENCE SOUTH 60°43'16" EAST, FOR 48.61 FEET; THENCE SOUTH 43°28'16" EAST, FOR 20.94 FEET; THENCE SOUTH 72°30'38" EAST, FOR 21.71 FEET; THENCE SOUTH 30°00'00" EAST, FOR 3.43 FEET; THENCE SOUTH 05°18'47" WEST, FOR 11.18 FEET; THENCE SOUTH 38°20'09" EAST, FOR 117.42 FEET; THENCE SOUTH 34°00'08" WEST, FOR 89.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 34.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 38.79 FEET, A CENTRAL ANGLE OF 51°18'42", AND A CHORD BEARING AND DISTANCE OF SOUTH 56°16'37" WEST, FOR 33.59 FEET; THENCE SOUTH 81°55'58" WEST, FOR 79.91 FEET; THENCE NORTH 28°45'30" EAST, FOR 6.83 FEET; THENCE NORTH 64°28'34" EAST, FOR 82.52 FEET; THENCE NORTH 35°10'39" EAST, FOR 67.67 FEET; THENCE NORTH 33°40'33" WEST, FOR 94.86 FEET TO A SOUTHERLY LINE OF AFORESAID CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE, AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 20382, PAGE 1516, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES: (1) SOUTH 88°11'44" EAST, FOR 12.62 FEET; (2) NORTH 40°04'21" WEST, FOR 94.70 FEET TO A POINT ON A CURVE TO THE LEFT; (3) NORTHWESTERLY 12.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 20°35'49", AND A CHORD BEARING AND DISTANCE OF NORTH 50°22'16" WEST, FOR 12.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.206 ACRES.

TOGETHER WITH:**PARCEL 8**

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Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

A PARCEL OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG A SOUTHERLY EXTENSION OF SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 25.08 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 431.31 FEET TO THE EAST LINE OF BLOCK 90 OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID BLOCK 90, AND THE EAST LINE OF BLOCK 96 SAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, RESPECTIVELY, SOUTH 14°36'06" EAST, FOR 474.15 FEET TO THE NORTH RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 3268, PAGE 99 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS VACATED PER ORDINANCE 84-07 RECORDED IN OFFICIAL RECORDS BOOK 5746, PAGE 1209 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY VACATED RIGHT-OF-WAY, SOUTH 77°45'34" WEST, FOR 1,246.64 FEET; THENCE NORTH 12°14'26" WEST, FOR 22.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°06'27" WEST, FOR 79.09 FEET; THENCE SOUTH 79°38'52" WEST, FOR 41.73 FEET; THENCE NORTH 19°21'59" WEST, FOR 10.25 FEET; THENCE NORTH 43°19'27" EAST, FOR 29.38 FEET; THENCE NORTH 79°34'27" EAST, FOR 53.82 FEET; THENCE NORTH 75°43'04" EAST, FOR 35.25 FEET; THENCE NORTH 28°58'55" EAST, FOR 37.68 FEET; THENCE NORTH 63°54'43" WEST, FOR 55.12 FEET; THENCE NORTH 69°36'40" WEST, FOR 65.43 FEET; THENCE NORTH 68°11'34" WEST, FOR 39.64 FEET; THENCE NORTH 60°08'41" WEST, FOR 23.71 FEET; THENCE SOUTH 50°54'07" WEST, FOR 43.46 FEET; THENCE SOUTH 42°34'28" WEST, FOR 39.50 FEET; THENCE SOUTH 15°51'40" WEST, FOR 59.10 FEET; THENCE SOUTH 61°58'58" WEST, FOR 30.35 FEET; THENCE SOUTH 47°55'50" WEST, FOR 86.37 FEET; THENCE SOUTH 34°37'47" WEST, FOR 31.44 FEET; THENCE NORTH 82°29'18" WEST, FOR 14.44 FEET; THENCE NORTH 00°38'51" WEST, FOR 42.65 FEET; THENCE NORTH 64°24'52" EAST, FOR 30.53 FEET; THENCE NORTH 18°55'47" EAST, FOR 39.77 FEET; THENCE SOUTH 60°11'47" EAST, FOR 39.08 FEET;

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LEGAL DESCRIPTION: (CONTINUED)

THENCE NORTH 00°38'19" WEST, FOR 33.02 FEET; THENCE NORTH 30°43'06" WEST, FOR 44.91 FEET; THENCE SOUTH 64°35'49" WEST, FOR 25.25 FEET; THENCE NORTH 36°49'40" WEST, FOR 47.53 FEET; THENCE NORTH 04°35'58" EAST, FOR 38.99 FEET; THENCE NORTH 05°27'16" WEST, FOR 76.40 FEET; THENCE NORTH 00°20'49" EAST, FOR 23.62 FEET; THENCE NORTH 05°56'55" WEST, FOR 114.94 FEET; THENCE NORTH 03°37'24" WEST, FOR 37.17 FEET; THENCE NORTH 10°46'58" WEST, FOR 58.87 FEET; THENCE NORTH 42°24'27" EAST, FOR 10.60 FEET; THENCE SOUTH 43°18'22" EAST, FOR 27.60 FEET; THENCE SOUTH 50°13'45" EAST, FOR 24.76 FEET; THENCE SOUTH 37°24'15" EAST, FOR 78.72 FEET; THENCE SOUTH 07°08'37" WEST, FOR 54.01 FEET; THENCE SOUTH 01°18'53" WEST, FOR 27.20 FEET; THENCE SOUTH 86°42'57" EAST, FOR 18.82 FEET; THENCE NORTH 54°36'14" EAST, FOR 46.12 FEET; THENCE NORTH 13°40'44" EAST, FOR 28.34 FEET; THENCE NORTH 37°22'17" WEST, FOR 57.11 FEET; THENCE NORTH 42°37'54" WEST, FOR 17.16 FEET; THENCE SOUTH 80°42'57" WEST, FOR 8.93 FEET; THENCE NORTH 31°55'17" EAST, FOR 28.22 FEET; THENCE NORTH 21°39'34" WEST, FOR 139.83 FEET; THENCE NORTH 01°54'36" WEST, FOR 63.75 FEET; THENCE NORTH 28°45'30" EAST, FOR 15.80 FEET; THENCE NORTH 90°00'00" EAST, FOR 26.32 FEET; THENCE SOUTH 32°12'05" WEST, FOR 14.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 15.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.44 FEET, A CENTRAL ANGLE OF 35°12'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 14°55'31" WEST, FOR 15.39 FEET; THENCE SOUTH 02°40'41" EAST, FOR 41.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 9.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.52 FEET, A CENTRAL ANGLE OF 18°07'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 13°52'13" EAST, FOR 9.61 FEET; THENCE SOUTH 22°55'56" EAST, FOR 36.30 FEET; THENCE SOUTH 47°27'22" EAST, FOR 15.38 FEET; THENCE SOUTH 63°20'26" EAST, FOR 43.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 42.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.61 FEET, A CENTRAL ANGLE OF 69°42'31", AND A CHORD BEARING AND DISTANCE OF SOUTH 37°54'47" EAST, FOR 39.56 FEET; THENCE SOUTH 03°03'31" EAST, FOR 47.55 FEET; THENCE SOUTH 03°23'37" WEST, FOR 75.28 FEET; THENCE SOUTH 16°32'26" EAST, FOR 58.53 FEET; THENCE SOUTH 18°41'26" WEST, FOR 30.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 20.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.50 FEET, A CENTRAL ANGLE OF 45°26'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°13'07" EAST, FOR 19.69 FEET; THENCE SOUTH 23°56'07" EAST, FOR 29.38 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 19.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.63 FEET, A CENTRAL ANGLE OF 36°09'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 47°29'52" EAST, FOR 19.01 FEET; THENCE SOUTH 65°34'49" EAST, FOR 101.13 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 21.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.10 FEET, A CENTRAL ANGLE OF 48°30'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 87°13'37" EAST, FOR 20.62 FEET; THENCE NORTH 68°31'13" EAST, FOR 30.90 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE

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LEGAL DESCRIPTION: (CONTINUED)

NORTHEASTERLY 24.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.86 FEET, A CENTRAL ANGLE OF 49°28'22", AND A CHORD BEARING AND DISTANCE OF NORTH 43°45'50" EAST, FOR 24.15 FEET; THENCE NORTH 19°01'38" EAST, FOR 62.80 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 23.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 57.90 FEET, A CENTRAL ANGLE OF 23°34'22", AND A CHORD BEARING AND DISTANCE OF NORTH 08°30'18" EAST, FOR 23.65 FEET; THENCE NORTH 03°16'53" WEST, FOR 62.62 FEET; THENCE NORTH 61°41'45" EAST, FOR 104.44 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 45.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.53 FEET, A CENTRAL ANGLE OF 80°54'25", AND A CHORD BEARING AND DISTANCE OF NORTH 28°58'15" EAST, FOR 42.21 FEET; THENCE NORTH 11°28'57" WEST, FOR 170.18 FEET; THENCE NORTH 26°10'54" EAST, FOR 23.56 FEET; THENCE NORTH 69°50'23" EAST, FOR 17.38 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 50.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.84 FEET, A CENTRAL ANGLE OF 83°21'23", AND A CHORD BEARING AND DISTANCE OF NORTH 30°17'47" EAST, FOR 46.34 FEET; THENCE NORTH 11°22'54" WEST, FOR 178.95 FEET; THENCE NORTH 72°51'19" EAST, FOR 43.73 FEET; THENCE NORTH 67°07'50" EAST, FOR 54.84 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 32.17 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 27.08 FEET, A CENTRAL ANGLE OF 68°04'02", AND A CHORD BEARING AND DISTANCE OF NORTH 34°02'01" EAST, FOR 30.31 FEET; THENCE NORTH 00°00'00" EAST, FOR 31.12 FEET; THENCE NORTH 03°45'54" WEST, FOR 39.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 22.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 65°44'29", AND A CHORD BEARING AND DISTANCE OF NORTH 29°06'21" EAST, FOR 21.71 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 27.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.16 FEET, A CENTRAL ANGLE OF 54°36'47", AND A CHORD BEARING AND DISTANCE OF NORTH 34°40'12" EAST, FOR 26.75 FEET; THENCE NORTH 07°21'49" EAST, FOR 75.39 FEET; THENCE NORTH 82°05'49" EAST, FOR 18.16 FEET; THENCE SOUTH 51°24'26" EAST, FOR 27.46 FEET; THENCE SOUTH 80°07'58" WEST, FOR 18.39 FEET; THENCE SOUTH 03°11'23" WEST, FOR 57.62 FEET; THENCE SOUTH 07°00'44" WEST, FOR 30.04 FEET; THENCE SOUTH 21°01'22" WEST, FOR 53.86 FEET; THENCE SOUTH 08°36'59" EAST, FOR 70.20 FEET; THENCE SOUTH 70°13'39" WEST, FOR 32.19 FEET; THENCE SOUTH 79°19'48" WEST, FOR 37.12 FEET; THENCE SOUTH 72°41'25" WEST, FOR 56.23 FEET; THENCE SOUTH 12°12'36" EAST, FOR 53.06 FEET; THENCE SOUTH 11°08'14" EAST, FOR 34.26 FEET; THENCE SOUTH 31°48'18" EAST, FOR 34.92 FEET; THENCE SOUTH 44°01'19" EAST, FOR 31.32 FEET; THENCE SOUTH 53°05'45" EAST, FOR 44.35 FEET; THENCE SOUTH 24°19'48" EAST, FOR 40.26 FEET; THENCE SOUTH 03°36'01" WEST, FOR 32.04 FEET; THENCE NORTH 86°14'31" WEST, FOR 20.78 FEET; THENCE NORTH 78°01'07" WEST, FOR 73.53 FEET; THENCE SOUTH 64°01'43" WEST, FOR 28.92 FEET; THENCE SOUTH 10°13'45" EAST, FOR 38.86 FEET; THENCE SOUTH 59°26'30" EAST, FOR 61.25 FEET; THENCE SOUTH 27°09'45" WEST, FOR 38.21 FEET; THENCE SOUTH 09°54'46" WEST, FOR 38.44

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LEGAL DESCRIPTION: (CONTINUED)

FEET; THENCE SOUTH 22°24'17" EAST, FOR 49.66 FEET; THENCE SOUTH 05°31'28" WEST, FOR 41.14 FEET; THENCE SOUTH 68°24'07" WEST, FOR 36.55 FEET; THENCE SOUTH 56°03'15" EAST, FOR 29.95 FEET; THENCE SOUTH 65°59'09" EAST, FOR 61.94 FEET; THENCE SOUTH 13°45'32" WEST, FOR 37.09 FEET; THENCE NORTH 51°56'52" WEST, FOR 28.05 FEET; THENCE SOUTH 28°17'23" WEST, FOR 75.44 FEET; THENCE SOUTH 23°18'33" WEST, FOR 49.15 FEET; THENCE SOUTH 21°02'11" WEST, FOR 46.65 FEET; THENCE SOUTH 55°42'00" WEST, FOR 32.94 FEET; THENCE SOUTH 24°59'14" WEST, FOR 32.53 FEET; THENCE SOUTH 29°22'00" WEST, FOR 38.38 FEET; THENCE SOUTH 48°48'30" WEST, FOR 39.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.483 ACRES.

TOGETHER WITH:**PARCEL 9**

A PARCEL OF LAND BEING A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, NORTH 85°37'45" WEST, FOR 885.38 FEET TO THE EAST LINE OF LOT 42, TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE ALONG A SOUTHERLY EXTENSION OF SAID EAST LINE, SOUTH 00°06'36" EAST, FOR 25.08 FEET TO THE SOUTH RIGHT-OF-WAY OF HAYS ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85°37'45" EAST, FOR 431.31 FEET TO THE EAST LINE OF BLOCK 90 OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID BLOCK 90, AND THE EAST LINE OF BLOCK 96 SAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, RESPECTIVELY, SOUTH 14°36'06" EAST, FOR 474.15 FEET TO THE NORTH RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 3268, PAGE 99 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS VACATED PER ORDINANCE 84-07 RECORDED IN OFFICIAL RECORDS BOOK 5746, PAGE 1209 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY VACATED RIGHT-OF-WAY, SOUTH 77°45'34" WEST, FOR 1,793.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION

**Florida Land
Design &
Permitting**

3030 STARKEY BOULEVARD
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421
www.fldandp.com
E-mail: info@fldandp.com
Engineer # - CA No. 33088
Survey # - LB8342

LEGAL DESCRIPTION: (CONTINUED)

VACATED RIGHT-OF-WAY, SOUTH 77°45'34" WEST FOR 163.72 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 55 (US HIGHWAY 19 NORTH) ACCORDING TO OFFICIAL RECORDS BOOK 6222, PAGE 2159 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°05'36" EAST, FOR 104.56 FEET; THENCE SOUTH 58°55'20" EAST, FOR 55.18 FEET; THENCE NORTH 79°35'48" EAST, FOR 40.82 FEET; THENCE NORTH 64°05'51" EAST, FOR 53.33 FEET; THENCE SOUTH 32°49'12" EAST, FOR 48.85 FEET; THENCE SOUTH 03°44'30" WEST, FOR 31.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.263 ACRES.

TOTAL SUBJECT PROPERTY CONTAINING 8.568 ACRES.

SURVEYOR'S NOTES:

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) THE GEOMETRY FOR THIS SKETCH IS BASED ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY, BOUNDARY SURVEY AND TIDAL WATER SURVEY TITLED "ANCLOTE HARBOR", PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC., DATED 9/14/2020 AND LAST REVISED 11/3/2020 AND AN ELECTRONIC DRAWING FILE OF THE EXPANDED RECREATION OPEN SPACE AREA AS PROVIDED BY KIMLEY HORN ON 11/17/2021.
- 5) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING NORTH 85°37'45" WEST, AS SHOWN HEREON.
- 6) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

ANCLOTE HARBOR

SHEET NAME

EXPANDED RECREATION OPEN SPACE AREA SKETCH & DESCRIPTION



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**ANCLOTE HARBOR PLAN AMENDMENT
LEGAL DESCRIPTION OF PARCEL 3- 22.078 ACRES**

**FROM COMMERCIAL GENERAL, RESIDENTIAL/ OFFICE GENERAL &
PRESERVATION CATEGORIES
TO PRESERVATION CATEGORY**

SECTIONS 6 & 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-011	1,391,314.75'	418,203.93'
JD 1-012	1,391,259.44'	418,164.94'
JD 1-013	1,391,223.88'	418,090.47'
JD 1-014	1,391,169.62'	418,060.70'
JD 1-015	1,391,105.90'	418,062.82'
JD 1-016	1,390,975.95'	418,114.43'
JD 1-017	1,390,952.00'	418,099.51'
JD 1-017A	1,390,953.44'	418,108.33'
JD 1-017B	1,390,940.81'	418,119.95'
JD 1-017C	1,390,895.43'	418,154.61'
JD 1-017D	1,390,867.89'	418,147.91'
JD 1-017E	1,390,841.18'	418,110.32'
JD 1-017F	1,390,842.26'	418,091.53'
JD 1-017G	1,390,869.45'	418,092.15'
JD 1-017H	1,390,923.04'	418,098.87'
JD 1-018	1,390,985.58'	418,051.05'
JD 1-019	1,391,001.42'	418,032.02'
JD 1-020	1,391,021.50'	418,013.09'
JD 1-021	1,391,013.68'	418,005.94'
JD 1-022	1,390,955.85'	418,016.95'
JD 1-023	1,390,918.76'	418,019.30'
JD 1-027	1,390,804.44'	418,031.21'
JD 1-028	1,390,780.82'	418,031.07'
JD 1-029	1,390,704.77'	418,038.33'
JD 1-030	1,390,665.90'	418,035.20'
JD 1-031	1,390,627.86'	418,063.70'
JD 1-031A	1,390,638.69'	418,086.51'
JD 1-031B	1,390,600.08'	418,109.45'
JD 1-031C	1,390,567.07'	418,109.82'
JD 1-032	1,390,586.49'	418,075.90'
JD 1-033	1,390,548.87'	418,063.00'
JD 1-034	1,390,535.68'	418,035.46'
JD 1-035	1,390,493.04'	418,035.95'
JD 1-036	1,390,491.15'	418,050.26'
JD 1-037	1,390,517.02'	418,068.13'
JD 1-038	1,390,574.89'	418,132.24'
JD 1-039	1,390,589.15'	418,159.04'
JD 1-040	1,390,646.00'	418,175.19'
JD 1-041	1,390,675.08'	418,201.92'
JD 1-042	1,390,702.49'	418,235.64'
JD 1-043	1,390,690.69'	418,256.21'
JD 1-044	1,390,675.96'	418,293.01'
JD 1-045	1,390,653.17'	418,354.34'
JD 1-046	1,390,628.93'	418,403.85'
JD 1-047	1,390,595.97'	418,385.59'
JD 1-048	1,390,587.27'	418,351.43'
JD 1-049	1,390,577.53'	418,298.50'
JD 1-050	1,390,556.16'	418,278.34'
JD 1-051	1,390,546.49'	418,281.74'
JD 1-052	1,390,553.99'	418,322.79'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-053	1,390,563.48'	418,401.31'
JD 1-054	1,390,589.60'	418,431.15'
JD 1-055	1,390,623.04'	418,449.97'
JD 1-056	1,390,652.53'	418,463.71'
JD 1-057	1,390,671.09'	418,490.92'
JD 1-058	1,390,714.64'	418,507.67'
JD 1-059	1,390,759.78'	418,527.12'
JD 1-060	1,390,826.20'	418,562.87'
JD 1-061	1,390,808.92'	418,584.95'
JD 1-062	1,390,844.94'	418,593.78'
JD 1-063	1,390,870.15'	418,537.19'
JD 1-063A	1,390,886.88'	418,512.34'
JD 1-064	1,390,900.33'	418,546.33'
JD 1-065	1,390,941.27'	418,550.29'
JD 1-066	1,390,987.18'	418,531.36'
JD 1-067	1,391,025.05'	418,537.98'
JD 1-068	1,391,059.04'	418,555.42'
JD 1-071	1,391,090.18'	418,502.69'
JD 1-072	1,391,128.42'	418,495.78'
JD 1-073	1,391,141.09'	418,521.78'
JD 1-074	1,391,125.82'	418,593.71'
JD 1-075	1,391,124.46'	418,614.45'
JD 1-076	1,391,156.44'	418,616.46'
JD 1-077	1,391,193.12'	418,599.88'
JD 1-078	1,391,219.76'	418,564.41'
JD 1-079	1,391,242.28'	418,542.65'
JD 1-080	1,391,271.96'	418,524.24'
JD 1-081	1,391,305.57'	418,517.62'
JD 1-082	1,391,357.43'	418,506.40'
JD 1-083	1,391,374.16'	418,560.08'
JD 1-084	1,391,381.03'	418,596.55'
JD 1-085	1,391,391.92'	418,626.84'
JD 1-086	1,391,461.33'	418,616.33'
JD 1-087	1,391,511.60'	418,635.65'
JD 1-088	1,391,541.42'	418,639.32'
JD 1-089	1,391,598.94'	418,642.52'
JD 1-090	1,391,607.53'	418,691.92'
JD 1-091	1,391,589.41'	418,735.67'
JD 1-092	1,391,544.16'	418,750.49'
JD 1-093	1,391,486.50'	418,780.14'
JD 1-094	1,391,441.86'	418,785.31'
JD 1-095	1,391,391.74'	418,797.77'
JD 1-096	1,391,338.31'	418,820.92'
JD 1-097	1,391,316.19'	418,848.38'
JD 1-098	1,391,287.69'	418,848.96'
JD 1-099	1,391,249.46'	418,833.33'
JD 1-100	1,391,220.92'	418,802.44'
JD 1-101	1,391,180.68'	418,783.27'
JD 1-102	1,391,126.07'	418,771.97'
JD 1-103	1,391,088.94'	418,760.72'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-104	1,391,061.81'	418,741.59'
JD 1-105	1,391,038.64'	418,774.86'
JD 1-106	1,391,020.38'	418,756.52'
JD 1-107	1,390,973.90'	418,705.59'
JD 1-108	1,390,924.14'	418,701.65'
JD 1-109	1,390,903.23'	418,683.55'
JD 1-110	1,390,843.88'	418,704.11'
JD 1-111	1,390,841.61'	418,718.05'
JD 1-112	1,390,819.96'	418,760.06'
JD 1-113	1,390,808.58'	418,800.45'
JD 1-114	1,390,786.49'	418,834.60'
JD 1-115	1,390,746.41'	418,895.60'
JD 1-116	1,390,748.65'	418,948.12'
JD 1-117	1,390,756.16'	419,003.29'
JD 1-118	1,390,792.24'	419,057.70'
JD 1-119	1,390,848.61'	419,103.28'
JD 1-119A	1,390,892.62'	419,101.56'
JD 1-119B	1,390,889.35'	419,076.64'
JD 1-119C	1,390,877.03'	419,066.35'
JD 1-120	1,390,920.66'	419,111.21'
JD 1-121	1,391,037.84'	419,089.05'
JD 1-122	1,391,083.69'	419,080.77'
JD 1-123	1,391,164.25'	419,050.89'
JD 1-124	1,391,200.15'	419,056.44'
JD 1-124A	1,391,198.56'	419,007.76'
JD 1-124B	1,391,170.34'	418,968.08'
JD 1-124C	1,391,191.58'	418,943.95'
JD 1-124D	1,391,164.20'	418,873.70'
JD 1-124E	1,391,114.15'	418,863.37'
JD 1-124F	1,391,118.31'	418,845.03'
JD 1-124G	1,391,240.31'	418,875.75'
JD 1-124H	1,391,297.78'	418,958.89'
JD 1-124I	1,391,349.24'	418,969.29'
JD 1-124J	1,391,393.73'	418,981.33'
JD 1-124K	1,391,425.86'	418,943.06'
JD 1-124L	1,391,474.08'	418,908.70'
JD 1-124M	1,391,494.22'	418,914.86'
JD 1-124N	1,391,471.01'	418,960.78'
JD 1-124O	1,391,543.04'	418,943.72'
JD 1-124P	1,391,604.58'	418,943.00'
JD 1-124Q	1,391,624.00'	418,958.70'
JD 1-124R	1,391,603.55'	419,000.36'
JD 1-124S	1,391,552.91'	419,030.69'
JD 1-124T	1,391,473.42'	419,072.76'
JD 1-124U	1,391,406.74'	419,073.97'
JD 1-125	1,391,320.14'	419,033.39'
JD 1-126	1,391,283.40'	419,101.67'
JD 1-127	1,391,272.64'	419,175.26'
JD 1-129	1,391,246.34'	419,255.01'
JD 1-130	1,391,257.15'	419,296.13'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 1-132	1,391,210.80'	419,295.76'
JD 1-133	1,391,179.80'	419,309.81'
JD 1-134	1,391,135.50'	419,338.12'
JD 1-135	1,391,107.89'	419,366.25'
JD 1-136	1,391,064.32'	419,385.35'
JD 1-137	1,391,031.32'	419,406.41'
JD 1-138	1,391,002.21'	419,437.29'
JD 1-139	1,390,951.81'	419,445.42'
JD 1-140	1,390,939.29'	419,473.78'
JD 1-141	1,390,976.72'	419,578.50'
JD 1-B	1,390,456.84'	417,873.95'
JD 1-C	1,390,497.89'	417,847.47'
JD 1-D	1,390,474.60'	417,799.49'
JD 1-E	1,390,467.22'	417,759.35'
JD 1-F	1,390,494.87'	417,713.48'
JD 1-UP1	1,391,488.78'	419,021.00'
JD 1-UP2	1,391,455.09'	419,025.34'
JD 1-UP3	1,391,475.70'	419,000.08'
JD 2-01	1,391,503.42'	418,470.56'
JD 2-03	1,391,551.21'	418,453.54'
JD 2-03A	1,391,532.64'	418,427.32'
JD 2-04	1,391,492.04'	418,387.90'
JD 2-05	1,391,491.11'	418,320.87'
JD 2-06	1,391,468.80'	418,293.29'
JD 2-07	1,391,475.04'	418,240.78'
JD 2-08	1,391,460.65'	418,212.20'
JD 2-09	1,391,408.07'	418,215.53'
JD 2-10	1,391,379.02'	418,230.54'
JD 2-11	1,391,373.89'	418,268.98'
JD 2-12	1,391,371.43'	418,312.58'
JD 2-13	1,391,364.73'	418,370.59'
JD 2-14	1,391,359.64'	418,420.61'
JD 2-15	1,391,362.77'	418,461.74'
JD 2-16	1,391,393.89'	418,471.40'
JD 2-17	1,391,436.69'	418,494.37'
JD 2-18	1,391,482.24'	418,492.39'
JD 3-04	1,392,720.79'	417,701.65'
JD 3-06A	1,392,585.06'	417,720.78'
JD 3-07	1,392,553.94'	417,695.47'
JD 3-08	1,392,513.55'	417,701.65'
JD 3-10	1,392,480.82'	417,701.45'
JD 3-10A	1,392,455.64'	417,717.42'
JD 3-11	1,392,461.61'	417,796.61'
JD 3-12	1,392,482.37'	417,805.20'
JD 3-14	1,392,545.63'	417,864.58'
JD 3-15	1,392,617.32'	417,917.22'
JD 3-16	1,392,661.06'	417,956.17'
JD 3-17	1,392,675.04'	417,992.01'
JD 3-19	1,392,667.95'	418,081.53'
JD 3-20	1,392,629.09'	418,131.26'

WETLAND JURISDICTIONAL POINTS		
WETLAND ID	NORTHING	EASTING
JD 3-21	1,392,589.27'	418,163.89'
JD 3-22	1,392,544.73'	418,191.33'
JD 3-23	1,392,491.75'	418,234.49'
JD 3-24	1,392,472.98'	418,274.35'
JD 3-25	1,392,472.16'	418,347.49'
JD 4-1	1,391,371.37'	418,864.99'
JD 4-2	1,391,399.34'	418,896.48'
JD 4-3	1,391,443.10'	418,894.52'
JD 4-4	1,391,468.38'	418,850.01'
JD 4-5	1,391,445.86'	418,832.87'
JD 5-1	1,390,933.34'	418,792.26'
JD 5-2	1,390,909.85'	418,786.73'
JD 5-3	1,390,879.01'	418,793.55'
JD 5-4	1,390,862.28'	418,811.22'
JD 5-5	1,390,846.98'	418,830.04'
JD 5-6	1,390,853.11'	418,834.06'
JD 5-7	1,390,883.18'	418,804.34'
JD 5-8	1,390,913.93'	418,793.30'
JD 5-9	1,390,941.00'	418,796.35'
JD 6-1	1,391,672.91'	418,375.35'
JD 6-2	1,391,725.26'	418,354.16'
JD 6-3	1,391,743.72'	418,333.79'
JD 6-4	1,391,722.26'	418,299.07'
JD 6-5	1,391,676.57'	418,309.52'
JD 6-6	1,391,638.51'	418,353.16'
JD 6-7	1,391,641.40'	418,408.02'
JD 6-8	1,391,657.00'	418,413.26'

ABBREVIATION LEGEND:

(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CPB = CONDO PLAT BOOK
DB = DEED BOOK
FCM = FOUND CONCRETE MONUMENT (AS NOTED)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIR = FOUND IRON ROD (AS NOTED)
FND = FOUND NAIL AND DISK (AS NOTED)
FNL = FOUND NAIL
FOP = FOUND OPEN PIPE
FPC = FLORIDA POWER CORPORATION
FPP = FOUND PINCHED PIPE
FXC = FOUND X-CUT
(L) = LEGAL DESCRIPTION DATA
LP = LIGHT POLE
(M) = MEASURED DATA
MHWL = MEAN HIGH WATER LINE
NAD = NORTH AMERICAN DATUM
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
NP = NORMAL POOL ELEVATION
OA = OVERALL
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG(S) = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
SCM = SET 4"x4" CONCRETE MONUMENT
PRM LB 8342
SEC = SECTION, TOWNSHIP AND RANGE
SIR = SET IRON ROD 1/2" LB 8342
SND = SET NAIL AND DISK LB 8342
TBM = TEMPORARY BENCHMARK

LEGAL DESCRIPTION: (PER SURVEY REFERENCED IN SURVEYOR'S NOTE 11)

A TRACT OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING APART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; AND RUN NORTH 85° 40' 26" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 885.46 FEET TO THE POINT OF BEGINNING BEING AT THE SOUTHEAST CORNER OF LOT 42 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-



CITY OF TARPON SPRINGS, FLORIDA
Conventional Rezoning and/or Comprehensive Plan
Amendment Application

Return to:
 Planning & Zoning Division
 324 E. Pine Street
 Tarpon Springs, FL 34689
 (727) 942-5611

(Please type or print clearly)

Property Owner(s)

Name Wal-Mart East Stores LP		Email	
Address P.O. Box 8050, MS 0555			
City Bentonville		State Arkansas	Zip 72712
Phone	Fax	Cellular	

Applicant

Name Richard Buck, Morgan Group Development, LLC		Email richardb@morgangroup.com	
Address 3000 Richmond Avenue			
City Houston		State Texas	Zip 77098
Phone (772) 260-2815	Fax	Cellular	

Agent (if applicable)

Name E.D. Armstrong & Cynthia Tarapani		Email ed.armstrong@hwhlaw.com	
Address 600 Cleveland Street, Suite 800 (c.tarapani@tarapaniplanning.com)			
City Clearwater		State Florida	Zip 33755
Phone (727) 259-6789	Fax	Cellular (727) 642-2030	

General Information

Project Name Anclothe Harbor	
Property Location or Address 42501 U.S. Highway 19 North, Tarpon Springs	
Legal Description (attach additional sheets as necessary) See Attached Legal Descriptions	
Tax Parcel Number(s) Portion of 06-27-16-89388-000-0420	

Existing Land Use & Zoning Information

Present Designations of Property		Proposed Designations for Property	
Land Use Category CG, R/OG & P	Zoning District RPD	Land Use Category R/OS & P	Zoning District RPD
Land Use Plan Amendment Required? ☐ YES ☒ NO Yes		If yes, Countywide Plan Amendment Required? ☐ YES ☒ NO	
Is property defined as a Coastal High Hazard Zone? [s. 163.3178(2) (h), F.S.] ☐ YES ☒ NO		No	

Site Acreage:

Upland 14.559 ac Wetland 22.078 ac Submerged 0 Total _____

CITY OF TARPON SPRINGS, FLORIDA
Conventional Rezoning and/or Comprehensive Plan
Amendment Application

Flood Information: [please check all that apply]

☐

Zone X

☐

Zone X Shaded

☒

Zone AE

☐

Zone VE

Base Flood Elevation (BFE): [please list all elevations] _____

Proposed Land Use Information

Residential Development:

Total No. of Units 0

Single Family:

_____ Detached _____ Zero Lot Line _____ Attached
_____ Cluster _____ Semi-Detached

Multi-Family:

_____ Triplex _____ Townhome _____ Other
_____ Apartment _____ Condominium

Non-Residential Development:

Total Non-Residential Floor Area 0

_____ Commercial _____ Industrial _____ Office
_____ Institutional _____ Mixed Use _____ Other

The following MUST be furnished with this application: [incomplete applications will not be accepted]

- ☐ Completed application form
- ☐ Property survey, signed and sealed by a professional land surveyor
- ☐ Appropriate fees: [check only one]
 - ☐ \$750.00 for Rezoning only
 - ☐ \$750.00 for Land Use Change only plus TBRPC fee, if applicable
 - ☐ \$1,250.00 for both a Rezoning and Land Use Change together plus TBRPC fee, if applicable
- ☐ \$500.00 advertising cost for each required ad
- ☐ Proof of ownership (warranty deed, title certification, etc.)
- ☐ Hurricane Shelter Space Impact Study, if required by Section 112.13, LDC
- ☐ Traffic Impact Study, if required by Section 112.12, LDC
- ☐ Mailing labels for public notices and applicable postage charges (City staff will prepare the labels and calculate postage charges when a complete application is submitted.)

CITY OF TARPON SPRINGS, FLORIDA
Conventional Rezoning and/or Comprehensive Plan
Amendment Application

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application.

I (we) certify that E.D. Armstrong & Cynthia Tarapani is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

I (we) assent to the City's Comprehensive Plan as it applies to the property. Further, it is understood that this application must be complete and accurate and the appropriate fee paid prior to processing.

Date: July 15th 2021

Title Holder: [Signature]

Date: _____

Title Holder: Cody Johnson on behalf of

Date: _____

Title Holder: Wal-Mart Stores East LP

Date: _____

Title Holder: _____

STATE OF ~~FLORIDA~~ Arkansas
COUNTY OF ~~PINELLAS~~ Benton

The foregoing instrument was acknowledged before me this 15th day of July, A.D., 20 21
by Cody Johnson, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: Linda Stelljes

Signature: [Signature]

Stamp: _____

LINDA STELLJES
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 12/01/2027
COMMISSION NO. 12703323

Prepared by and return to:
Marilyn Mullen Healy, Esq.
Ruden, McClosky, Smith, Schuster
& Russell, P.A.
401 East Jackson St., Suite 2700
Tampa, Florida 33602

[Space Above this Line For Recording Data]

Parcel I.D. No. 06-27-16-89388-000-0420

WARRANTY DEED

This Warranty Deed made this 11 day of April, 2005, by and between **ABR PROPERTIES, INC.**, a Florida corporation, whose mailing address is c/o John Popson, Esquire, Senior Attorney, Ceridian/ABR Properties, Inc., 3201 34th Street South, St Petersburg, FL 33711 ("Grantor"), and **WAL-MART STORES EAST, LP**, a Delaware limited partnership, whose mailing address is Property Tax Department 8013, 1301 S.E. 10th Street, Store #3415, Bentonville, Arkansas 72716-8013 ("Grantee"), whose Federal Tax I.D. # is 71-0862119.

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida and as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

THIS PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor does hereby covenant that, except for the title exceptions set forth on **Exhibit "B"**, attached hereto and made a part hereof, Grantor does fully warrant the title to the above described real estate so hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

(SIGNATURES BEING ON NEXT PAGE)

In Witness Whereof, the Grantor has signed and sealed this Warranty Deed the day and year first above written.

Signed and delivered
in the presence of:

David B. Kuhnau
(Witness Signature)
Print Name: David B Kuhnau

P. E. Olson
(Witness Signature)
Print Name: Raymond E. Olson

GRANTOR:

ABR PROPERTIES, INC., a Florida corporation

By: Jurgen K. Adam
Its: Vice President, Corporate Tax
Print Name: Jurgen K. Adam

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 31st day of March, 2005, by Jurgen K. Adam as Vice President, Corporate Tax, of ABR-PROPERTIES, INC., a Florida corporation, on behalf of the corporation. He is personally known to:

Stacy L. Lachowitzer
NOTARY PUBLIC (Signature)
My Commission Expires

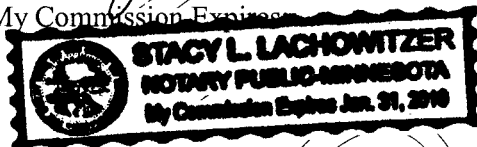


EXHIBIT "A"**Legal Description**

A TRACT OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4 PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; AND RUN NORTH 85°40'26" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 885.46 FEET TO THE POINT OF BEGINNING BEING AT THE SOUTHEAST CORNER OF LOT 42 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE RUN NORTH 00°09'16" WEST ALONG THE EAST LINE OF THE AFORESAID LOT 42 AND THE EAST LINE OF THE WEST 1/3 OF LOT 41 FOR A DISTANCE OF 1319.40 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 41; THENCE RUN N 85°42'06" W ALONG THE NORTH LINE OF LOTS 41 AND 45 FOR A DISTANCE OF 1380.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 55 (U.S. HIGHWAY 19), RIGHT OF WAY WIDTH VARIES, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 15150-2545; THENCE RUN S 00°02'56" W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1543.63 FEET; THENCE CONTINUE SOUTHERLY ALONG THE RIGHT OF WAY LINE AS PER THE ORDER OF TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 6222, PAGE 2159 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR THE FOLLOWING TWO COURSES; THENCE RUN S 03°40'12" E FOR A DISTANCE OF 308.34 FEET; THENCE RUN S 00°02'56" W FOR A DISTANCE OF 504.19 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND RUN N 77°42'54" E ALONG THE NORTHERLY RIGHT OF WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 3268, PAGE 99 AND VACATED PER ORDINANCE 84-07 RECORDED IN OFFICIAL RECORDS BOOK 5746, PAGE 1209 ALL OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR A DISTANCE OF 1956.89 FEET TO A POINT ON THE EAST LINE OF BLOCK 96 OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4 PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN N 14°38'46" W ALONG THE EAST LINE OF BLOCK 96 AND BLOCK 90 OF THE AFORESAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS FOR A DISTANCE OF 474.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 25 FOOT ROAD RIGHT OF WAY AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN N 85°40'26" W ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 431.33 FEET; THENCE RUN N 00°09'16" W ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 42 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA FOR A DISTANCE OF 25.08 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

Pinellas County, Florida

The lien of the taxes for the year 2005 and all subsequent years, which are not yet due and payable.

Reservations in favor of the State of Florida, as set forth in Deed from the Trustees of the Internal Improvement Fund recorded August 23, 1944 in Deed Book 982, Page 121, as affected by: Release of Right of Entry recorded in O.R. Book 14121, Page 2480.

Reservations in favor of the State of Florida, as set forth in Deed from the Trustees of the Internal Improvement Fund recorded June 14, 1945 in Deed Book 1016, Page 79, as affected by: Release of Right of Entry recorded in O.R. Book 14121, Page 2480.

Easement and rights granted to Florida Power Corporation as set forth in Instrument recorded March 28, 1947 in Deed Book 1123, Page 420.

Easement and rights granted to Florida Power Corporation as set forth in Instrument recorded March 28, 1947 in Deed Book 1123, Page 421.

Easement and rights granted to Florida Power Corporation as set forth in Instrument recorded March 28, 1947 in Deed Book 1123, Page 422.

Reservations in favor of the State of Florida as set forth in Deed from Trustees of the Internal Improvement Fund recorded March 10, 1949 in Deed Book 1213, Page 114, as affected by: Release of Right of Entry recorded in O.R. Book 14121, Page 2480.

Utility Easement granted to Pinellas County, Florida, according to instrument recorded in Book 4534 page 902.

Utility Easement granted to Pinellas County, Florida, according to instrument recorded in Book 4910 page 502.

Notice of Adoption of a Development Order recorded December 7, 1998 in O.R. Book 10329, Page 964, as modified by Modification recorded July 8, 1999 in O.R. Book 10581, Page 1794.

Royalty interests of Coastal Petroleum Company, its successors and assigns, pursuant to agreements with the Trustees of the Internal Improvement Fund of the State of Florida as to that portion of the land lying beneath the waters of the Anclote River or other adjacent waters, which interests do not include right of surface or subsurface entry or rights to mine, drill or otherwise obtain access to minerals beneath the surface of the land.

ORDINANCE 2021-15

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TARPON SPRINGS, FLORIDA, FOR 64.17 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 42501 U.S. HIGHWAY 19 NORTH, ON THE EAST SIDE OF U.S. HIGHWAY 19 NORTH, FROM ZONING DESIGNATION GB (GENERAL BUSINESS) OR RPD (RESIDENTIAL PLANNED DEVELOPMENT) TO ZONING DESIGNATION RPD (RESIDENTIAL PLANNED DEVELOPMENT); APPROVING PRELIMINARY PLANNED DEVELOPMENT FOR ANCLOTE HARBOR RESIDENTIAL PLANNED DEVELOPMENT; PROVIDING FOR DIMENSIONAL STANDARDS; PROVIDING FOR WAIVERS OF DESIGN REQUIREMENTS OF THE RPD DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said parcel previously requested to amend to the zoning district designation of said parcel from General Business (GB) district to Residential Planned Development (RPD) district; and,

WHEREAS, the property was rezoned to Residential Planned Development (RPD) district pursuant to Ordinance 2020-34 and a Conditional Use to allow residential use in the Commercial General Future Land Use Map Category was authorized pursuant to Resolution 2020-72; and

WHEREAS, Concerned Citizens of Tarpon Springs, Inc., filed a Petition for Writ of Certiorari challenging the adoption of Ordinance 2020-34; and

WHEREAS, the property owner has filed an application to amend the zoning district designation of said parcel (Application 21-100), whether it be from General Business (GB) should Concerned Citizens of Tarpon Springs, Inc. be successful in its Petition or from Residential Planned Development (RPD) as approved by Ordinance 2020-34 ; and

WHEREAS, the applicant is also requesting approval of a Preliminary Planned Development (Application 21-101) under the RPD (Residential Planned Development) zoning district; and,

WHEREAS, the applicant is also requesting approval of a conditional use to allow for establishment of a residential use on the property in the Commercial General (CG) Future Land Use Map (FLUM) category; and,

WHEREAS, the proposed RPD, Residential Planned Development, zoning district is consistent with the Commercial General (CG) and Residential/Office General (R/OG) Future Land Use Map category designations of the subject property; and,

WHEREAS, the planned uses within the RPD District are compatible with surrounding and existing land uses; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this rezoning ordinance (Applications 21-100 & 21-101) on September 20, 2021 and recommended denial by a vote of 6-1 on Application 21-100 and a vote of 7-0 on Application 21-101; and

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That the Board of Commissioners finds that this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.
2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.
3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Section 2. MAP AMENDMENT

That the Official Zoning Atlas of the City of Tarpon Springs is hereby amended for property legally described in Exhibit A, attached hereto.

Section 3. PRELIMINARY PLANNED DEVELOPMENT APPROVAL

The Preliminary Planned Development for Anclote Harbor multifamily residential development is hereby approved for 404 residential dwelling units with the following waiver of design requirements:

1. Allowance of a maximum building height of 53 feet,

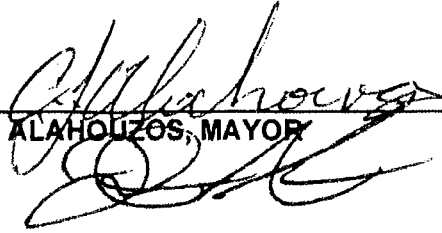
and, with the following conditions:
 1. The donation to the City in the amount of \$444,000, voluntarily offered by the applicant, shall be provided prior to issuance of a Certificate of Occupancy for the project and shall be deposited into the City's Land Preservation Fund.
 2. The proposed Recreation/Open Space (R/OS) Future Land Use Map (FLUM) category designation shall be expanded from 6.48 acres to cover the entire 13.89 acres of longleaf pine/xeric oak habitat proposed for preservation. An amended FLUM application will be required to be processed simultaneously with adjustment of the existing Preservation (P) designation. The Preservation (P) FLUM designation shall be adjusted to cover the entire 21.17 acres of wetlands proposed for preservation. Digital coverage for mapping of all final R/OS and P coverage shall be provided in a format specified by the City at the time of site construction permit application submittal.
 3. A conservation easement in favor of the City shall be established over the entire acreage required by the conditions herein, of Recreation/Open Space and Preservation Future Land Use Map (FLUM) categories. The easement shall prohibit the use or transfer of any remaining density/intensity, restrict the site to certain recreational amenities, provide for certain water access facilities, prohibit vessel launching or landing except at designated water access facilities, and provide for maintenance free of species listed as invasive in the City's Land Development Code in perpetuity. The draft conservation easement shall be provided with the Final Development Plan.
 4. A post-development eagle management plan shall be submitted with the Final Development Plan. The plan should provide for controlled/restricted access to an appropriate buffer area around the nesting site during the establishment phase of the nesting season, and extended through the entire season should nesting occur. The program should be implemented for at least five years from the completion of the development and may be terminated at that point if no nesting occurs. Once nesting occurs, the five-year timeframe restarts in that year.
 5. The wetland enhancement plan submitted with the Final Development Plan shall include:
 - a. Details of plan implementation including methods of invasive exotic eradication, methods of existing native tree retention and protection, method of tree installation, and, a layout plan specifying areas to be planted. The plan should include increased tree species diversity beyond the three species listed in the current proposal;
 - b. An analysis of whether specific enhancement areas may be candidates for topographic alteration closer to original wetland elevations with the goal of achieving long-term functional conditions that discourage or prevent invasive exotic plant recruitment;

- c. Eradication of all Brazilian pepper (*Schinus terebinthifolius*) and camphor tree (*Cinnamomum camphora*) shall be eradicated from the entire property with maintenance free of these two species in perpetuity;
 - d. The applicant shall consider and include applicable best management practices and recommendations of the Anclote River Watershed Management Plan for implementation on the project site.
- 6. At least two (2) feet of additional elevation (freeboard) above the current NFIP flood zone (AE 8) shall be supplied for all occupied buildings to be shown on the Final Development Plan.
- 7. A detailed Transportation Management Plan shall be provided with the Final Planned Development that includes:
 - a. Details that more fully describe the currently proposed methods of transportation demand management,
 - b. Analysis and consideration of additional vehicle use reduction mechanisms such as, but not limited to, bicycle sharing, van circulator for local trips to goods and services, crosswalks/signals for bicycle access to local goods and services, and similar mechanisms.
 - c. Direct coordination with Pasco County Public Transportation (PCPT) and Pinellas County Transportation Authority (PSTA) regarding the need and/or advisability of providing a bus stop or shelter at the project site.
 - d. Analysis of the potential for participation in identified Bus Rapid Transit prioritized for the U.S. 19 corridor in the Advantage Pinellas Long Range Transportation Plan.
- 8. An analysis of the future operation and potential adaptation needs for the onsite stormwater management system and wastewater infrastructure to be constructed by the developer shall be performed based on the 2017 National Oceanic and Atmospheric Administration intermediate-high sea level rise projections to the year 2050 and submitted with the Final Planned Development submittal.
- 9. For purposes of calculating density for the Anclote Harbor Residential Planned Development, ("Anclote Harbor RPD"), the Applicant and the City agree that the uplands acreage and related residential density ascribed to the portion of the site that is proposed to be designated as R/OS, Recreation/Open Space on the City's Future Land Use Map ("Plan Amendment Area") shall be considered a part of developable uplands of the overall site and has been used to calculate the allowable density for the Anclote Harbor RPD. Therefore, the Anclote Harbor RPD is consistent with the City's Comprehensive Plan and Land Development Code as legally conforming residential development as to density, and the RPD has the right to develop and maintain 404 multifamily residential units on the site in reliance of the density from the Plan Amendment Area.

Section 4. EFFECTIVE DATE

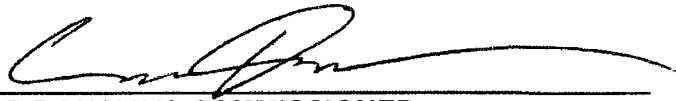
This Ordinance shall be effective upon approval, and, in conjunction with approval of Resolution 2021-52.

PASSED and ADOPTED this 9th** day of November, 2021.


CHRIS ALAHOUZOS, MAYOR

JACOB KARR, VICE MAYOR

TOWNSEND TARAPANI, COMMISSIONER


CONNOR DONOVAN, COMMISSIONER


COSTA S. VATIKIOTIS, COMMISSIONER

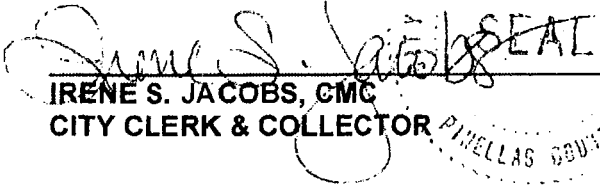
MOTION BY: COMMISSIONER DONOVAN

SECOND BY: VICE MAYOR KARR

VOTE ON MOTION

COMMISSIONER VATIKIOTIS	No
COMMISSIONER DONOVAN	Yes
COMMISSIONER TARAPANI	Abstained
VICE-MAYOR KARR	Yes
MAYOR ALAHOUZOS	Yes

ATTEST:


IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:


THOMAS J. TRASK, B.C.S.
CITY ATTORNEY

FIRST READING: October 26, 2021*

*(This meeting continued on October 27th & 28th)

SECOND READING: November 9, 2021**

**(Meeting continued to November 10, 2021.

Ordinance was voted on and signed on November 10, 2021)

Ordinance 2021-15. Exhibit A

**ANCLOTE HARBOR
LEGAL DESCRIPTION:**

A TRACT OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; AND RUN NORTH 85° 40' 26" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 885.46 FEET TO THE POINT OF BEGINNING BEING AT THE SOUTHEAST CORNER OF LOT 42 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE RUN NORTH 00° 09' 16" WEST ALONG THE EAST LINE OF THE AFORESAID LOT 42 AND THE EAST LINE OF THE WEST 1/3 OF LOT 41 FOR A DISTANCE OF 1319.40 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 41; THENCE RUN N 85° 42' 06" W ALONG THE NORTH LINE OF LOTS 41 AND 45 FOR A DISTANCE OF 1380.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 55 (US HIGHWAY 19), RIGHT OF WAY WIDTH VARIES, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 15150-2548; THENCE RUN SOUTH 00° 02' 56" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1543.63 FEET; THENCE CONTINUE SOUTHERLY ALONG THE RIGHT OF WAY LINE AS PER THE ORDER OF TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 6222, PAGE 2159 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR THE FOLLOWING TWO COURSES; THENCE RUN SOUTH 03° 40' 12" EAST FOR DISTANCE OF 308.34 FEET; THENCE RUN SOUTH 00° 02' 56" WEST FOR A DISTANCE OF 504.19 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND RUN NORTH 77° 42' 54" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 3268, PAGE 99 AND VACATED PER ORDINANCE 84-07 RECORDED IN OFFICIAL RECORDS BOOK 5746, PAGE 1209, ALL OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR A DISTANCE OF 1956.89 FEET TO A POINT ON THE EAST LINE OF BLOCK 96 OF THE AFORESAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE RUN NORTH 14° 38' 46" WEST ALONG THE EAST LINE OF BLOCK 96 AND BLOCK 90 OF THE AFORESAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS FOR A DISTANCE OF 474.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 25 FOOT ROAD RIGHT OF WAY AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORD OF PINELLAS COUNTY, FLORIDA; THENCE

RUN NORTH 85° 40' 26" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 431.33 FEET; THENCE RUN NORTH 00° 09' 16" WEST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 42 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR A DISTANCE OF 25.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LAND CONVEYED PURSUANT TO THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 14238, PAGE 1044 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Revised P+2

RESOLUTION NO. 2021-60

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION 21-102 REQUESTING FINAL DEVELOPMENT PLAN APPROVAL FOR ANCLOTE HARBOR RESIDENTIAL PLANNED DEVELOPMENT LOCATED AT 42501 U.S. HIGHWAY 19 NORTH, ON THE EAST SIDE OF U.S. HIGHWAY 19 NORTH; PROVIDING FOR A CERTIFICATE OF CONCURRENCY; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kamil Salame, Morgan Group Development, LLC (Applicant) has filed an application for Final Development Plan approval for the development of 404 residential apartment units on 64.17 acres M.O.L., of land located at 42501 U.S. Highway 19 North in the Residential Planned Development zoning district; and,

WHEREAS, a Preliminary Planned Development including Rezoning Amendment for the subject property was approved by the Board of Commissioners on November 9, 2021 with the adoption of Ordinance 2021-15, and,

WHEREAS, the City's Technical Review Committee has reviewed the following Final Planned Development documents and found the plans to be consistent with the Preliminary Planned Development and in compliance with the City's Land Development Code:

1. Final Development Plans (includes lift station design, tree mitigation plan, landscaping plan, and photometric lighting plan)
2. U.S. 19 Roadway Improvements Plan
3. Offsite Utility Plans (proposed sewer force main, reclaimed water)
4. Transportation Management Plan
5. Wetland and Upland Buffer Enhancement Plan
6. Architectural Renderings
7. Conservation Easement
8. Lift Station Design Memorandum
9. Analysis of Stormwater Operations
10. Hurricane Response Plan
11. Environmental Assessment Report
12. Geotechnical Exploration
13. Geotechnical Addendum Letter (specific to sink hole activity)
14. Groundwater Monitoring
15. Drainage Report

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

Section 1. **FINDINGS**

- A. That the final plan, as conditioned, meets the requirements of applicable sections of the Land Development Code.
- B. That the final plan, as conditioned, is consistent with the Tarpon Springs Comprehensive Plan.
- C. That the final plan, as conditioned is consistent with the Preliminary Development Plan approved under Ordinance 2021-15.
- D. That the final plan, as conditioned, has demonstrated that required facilities and services will be available at the prescribed level of service standards concurrent with the impact of the development and may during the term of this site plan approval receive a Certificate of Concurrency pursuant to Section 122.00, et. seq.

Section 2. FINAL DEVELOPMENT PLAN APPROVAL

The final plan for Anclote Harbor on property described in **Exhibit A** and prepared by Nathan Q. Lee, P.E., sealed on November 1, 2021 (**Exhibit B**) is hereby approved subject to the dimensional standards, waivers and conditions of Sections 3 and 4 of this Resolution.

Section 3. WAIVERS

- | | |
|--------------------|---------|
| 1. Building height | 53 feet |
|--------------------|---------|

Section 4. CONDITIONS

The following conditions of approval, and associated timelines (where required) are as follows:

General and Advisory Items

1. For purposes of calculating density for the Anclote Harbor Residential Planned Development, (“Anclote Harbor RPD”), the Applicant and the City agree that the uplands acreage and related residential density ascribed to the portion of the site that is proposed to be designated as R/OS, Recreation/Open Space on the City’s Future Land Use Map (“Plan Amendment Area”) shall be considered a part of developable uplands of the overall site and has been used to calculate the allowable density for the Anclote Harbor RPD. Therefore, the Anclote Harbor RPD is consistent with the City’s Comprehensive Plan and Land Development Code as legally conforming residential development as to density, and the RPD has the right to develop and

maintain 404 multifamily residential units on the site in reliance of the density from the Plan Amendment Area.

2. The “US 19 Roadway Improvements Plan” (**Exhibit C**) submitted by the applicant is predicated upon approval by the Florida Department of Transportation. Since these items are proposed to be finalized after approval of the Final Development Plan, the applicant is advised that any change in the configuration may trigger a required amendment to the Preliminary and Final Planned Development plans.
3. Upon separate application for construction of any docking facility on the Anclote River the applicant shall also include educational signage related to the natural resources of the Anclote River Watershed, with the approval of the applicable permitting agencies.
4. The applicant shall demonstrate compliance with the wetland mitigation protocol outlined in the City’s Comprehensive Plan Coastal Management Element Policy 1.1.1, Item 2 in the event that the option of mitigating wetland impacts on the project site is rejected by the applicable permitting agencies.
5. The developer is responsible for obtaining applicable permits from all other agencies and meeting the minimum requirements of the Comprehensive Zoning and Land Development Code and for paying all applicable fees.
6. A site work and building permit application with construction plans that are in full compliance with the approved Final Planned Development shall be submitted within one year of the date of Final Planned Development approval.

Items Required to be Verified Prior to Issuance of Any Site Work or Building Permits for the Project:

7. An application for Future Land Use Map (FLUM) amendment and adjustment shall be provided prior to, or at the time of submittal of the site work/building permits along with digital map coverage of all final Recreation/Open Space (R/OS) and Preservation (P) coverage in a format acceptable to the City. The proposed Recreation/Open Space (R/OS) FLUM) category designation shall cover the entire acreage of longleaf pine/xeric oak habitat proposed for preservation (currently estimated at 13.89 acres). The Preservation (P) FLUM designation shall be adjusted to cover the entire acreage of wetlands proposed for preservation (currently estimated at 21.17 acres).
8. National Green Building Standard Bronze-level building features and materials, solar panels and electric vehicle charging network layout.
9. The Wetland Enhancement Plan (**Exhibit D**) details including a tree and vegetation survey, and a planting layout plan.
10. A first finished floor elevation of a minimum of three (3) feet above the required base flood elevation for all occupied buildings.
11. Acceptable flood proofing/mitigation for the sewer lift station and electrical components.
12. Completion of, and State verification of, a Level 1 Cultural Resource Assessment Survey of the entire project site.
13. Other required agency permits:
 - a. Southwest Florida Water Management District and any other applicable agency for wetland impacts and mitigation and stormwater management system;

- b. Permits for the installation of the sewer infrastructure from all applicable agencies including, but not limited to, City of Tarpon Springs right-of-way utilization permits;
 - c. Florida Department of Transportation for roadway improvements;
 - d. Florida Department of State for archaeological resources impacts.
- 14. Construction management and notice to contractor shall be included directly on the plan set addressing:
 - a. Bald eagle impacts avoidance and permit provisions;
 - b. Impacts avoidance and management for other listed species including indigo snake, gopher tortoises and other species as required by applicable jurisdictional agencies;
 - c. Protocol to be followed in the event of disturbance of previously unidentified archaeological resources (including human remains);
 - d. Protocol and code requirements for compliance with the City's noise ordinance.
- 15. Preliminary discussion of the proposed Public Art project with the City's Public Art Committee to determine feasibility of a project that meets the intent of the Public Art Ordinance in conjunction with a private/gated development. The applicant/developer may elect to pay into the City's public art fund if an acceptable onsite project cannot be provided.
- 16. Building architecture shall be substantially compliant with the provided Architectural Elevations (**Exhibit E**).

Items Required to be Verified Prior to Issuance of Any Certificate of Occupancy for the Project:

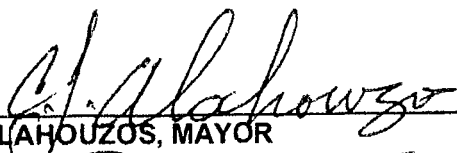
- 17. The donation to the City in the amount of \$444,000, voluntarily offered by the applicant, shall be provided prior to issuance of a Certificate of Occupancy for the project and shall be deposited into the City's Land Preservation Fund.
- 18. The Conservation Easement (**Exhibit F**) approved as part of the Preliminary & Final Planned Development shall be recorded in the records of the Pinellas County Clerk prior to issuance of the Final Certificate of Occupancy for the project.
- 19. The post-development eagle management plan contained in the "Environmental Assessment Report" (**Exhibit G**) shall be implemented, including signage locations on the plan set and copies of the educational board and the informational inserts.
- 20. The Transportation Management Plan (**Exhibit H**) strategies shall be implemented / documented, including location of bike storage configuration, documentation of specific methods to be used for demand management / commuter assistance, documentation of wireless network and other features that will support the business center, and the location details and operating documents for the bike share program.
- 21. The Hurricane Response Plan (**Exhibit I**) shall be implemented, including documentation of written materials to be provided to residents, documentation of a central electronic web site, web application or email listserv for property staff to communicate information to residents, and verification of clubhouse emergency back-up power system.
- 22. The baseline monitoring report for the completed wetland enhancement plan.

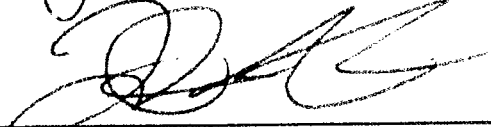
23. Documentation of National Green Building Standard Certification at a minimum Bronze level shall be required prior to the issuance of the Final Certificate of Occupancy for the project.
24. Completion of the Public Art project on site that meets the standards of Section 296.00(B)(1) of the Land Development Code (LDC) shall be required prior to the issuance of the Final Certificate of Occupancy for the project. Alternatively, the Applicant may elect to pay into the City's public art fund.
25. A copy of the leasing provisions prohibiting the parking or storage of recreational vehicles within the project site shall be provided prior to the issuance of a Certificate of Occupancy.
26. Verification of all required tree plantings and exotics eradication associated with the Final Planned Development shall be required prior to the issuance of the Final Certificate of Occupancy for the project.
27. All trash and debris shall be removed from the entire property prior to the issuance of a Certificate of Occupancy.
28. All tree plantings on the site will be guaranteed for 100% survival over a one year period from the date of issuance of a Final Certificate of Occupancy.

Section 5. **EFFECTIVE DATE**

This Resolution shall become effective upon adoption.

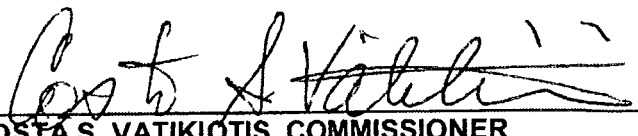
PASSED and ADOPTED this 9th * day of November, 2021.


CHRIS ALAHOUZOS, MAYOR


JACOB KARR, VICE MAYOR

TOWNSEND TARAPANI, COMMISSIONER


CONNOR DONOVAN, COMMISSIONER


COSTA S. VATIKIOTIS, COMMISSIONER

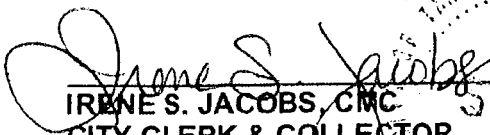
MOTION BY: VICE MAYOR KARR
SECOND BY: COMMISSIONER DONOVAN

VOTE ON MOTION

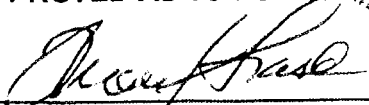
COMMISSIONER VATIKIOTIS	<u>No</u>
COMMISSIONER DONOVAN	<u>Yes</u>
COMMISSIONER TARAPANI	<u>Abstained</u>
VICE MAYOR KARR	<u>Yes</u>
MAYOR ALAHOUZOS	<u>Yes</u>

*Meeting was continued to November 10th. This
Resolution was voted on and signed on November 10, 2021.

ATTEST:


IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:


THOMAS J. TRASK, B.C.S
CITY ATTORNEY

Resolution 2021-60

RESOLUTION 2021-60

EXHIBITS

- A. Legal Description**
- B. Final Development Plans Sealed on Nov 1, 2021**
- C. U.S. 19 Roadway Improvement Plans dated July 2021**
- D. Wetland Enhancement Plan dated Oct. 13, 2021**
- E. Architectural Elevations**
- F. Conservation Easement**
- G. Environmental Assessment Report dated Oct. 13, 2021**
- H. Transportation Management Plan dated Oct. 12, 2021**
- I. Hurricane Response Plan dated Oct. 28, 2021**

Resolution 2021-60. Exhibit A.

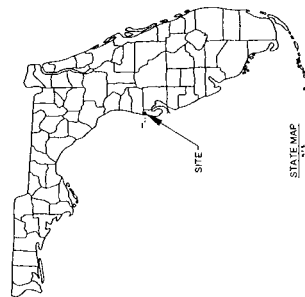
**ANCLOTE HARBOR
LEGAL DESCRIPTION:**

A TRACT OF LAND BEING A PORTION OF TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA, LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA AND A PORTION OF THE OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; AND RUN NORTH 85° 40' 26" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 885.46 FEET TO THE POINT OF BEGINNING BEING AT THE SOUTHEAST CORNER OF LOT 42 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS (FORMERLY HILLSBOROUGH) COUNTY, FLORIDA; THENCE RUN NORTH 00° 09' 16" WEST ALONG THE EAST LINE OF THE AFORESAID LOT 42 AND THE EAST LINE OF THE WEST 1/3 OF LOT 41 FOR A DISTANCE OF 1319.40 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 41; THENCE RUN N 85° 42' 06" W ALONG THE NORTH LINE OF LOTS 41 AND 45 FOR A DISTANCE OF 1380.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 55 (US HIGHWAY 19), RIGHT OF WAY WIDTH VARIES, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 15150-2548; THENCE RUN SOUTH 00° 02' 56" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1543.63 FEET; THENCE CONTINUE SOUTHERLY ALONG THE RIGHT OF WAY LINE AS PER THE ORDER OF TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 6222, PAGE 2159 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR THE FOLLOWING TWO COURSES; THENCE RUN SOUTH 03° 40' 12" EAST FOR DISTANCE OF 308.34 FEET; THENCE RUN SOUTH 00° 02' 56" WEST FOR A DISTANCE OF 504.19 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND RUN NORTH 77° 42' 54" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 3268, PAGE 99 AND VACATED PER ORDINANCE 84-07 RECORDED IN OFFICIAL RECORDS BOOK 5746, PAGE 1209, ALL OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR A DISTANCE OF 1956.89 FEET TO A POINT ON THE EAST LINE OF BLOCK 96 OF

THE AFORESAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS AS RECORDED IN PLAT BOOK 4, PAGE 79 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE RUN NORTH 14° 38' 46" WEST ALONG THE EAST LINE OF BLOCK 96 AND BLOCK 90 OF THE AFORESAID OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS FOR A DISTANCE OF 474.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 25 FOOT ROAD RIGHT OF WAY AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2, PAGE 227 OF THE PUBLIC RECORD OF PINELLAS COUNTY, FLORIDA; THENCE RUN NORTH 85° 40' 26" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 431.33 FEET; THENCE RUN NORTH 00° 09' 16" WEST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 42 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY AS RECORDED IN PLAT BOOK H-1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR A DISTANCE OF 25.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LAND CONVEYED PURSUANT TO THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 14238, PAGE 1044 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



SECTION 6, TOWNSHIP 27, RANGE 16E
SECTION 7, TOWNSHIP 27, RANGE 16E

CODE SUMMARY

BUILDING CODES IN EFFECT

Florida Building Code, Building - 7th Edition, 2000
Florida Building Code, Existing Building - 7th Edition, 2000
Florida Building Code, Existing Building - 7th Edition, 2000
Florida Building Code, Fuel Gas - 7th Edition, 2000
Florida Building Code, Fuel Gas - 7th Edition, 2000
Florida Building Code, Plumbing - 7th Edition, 2000
Florida Building Code, Plumbing - 7th Edition, 2000
Florida Building Code, Roof Protection - 7th Edition, 2000
Florida Building Code, Roof Protection - 7th Edition, 2000
Florida Building Code, Energy Conservation - 7th Edition, 2000
Florida Building Code, Energy Conservation - 7th Edition, 2000
Florida Building Code, Energy Conservation - 7th Edition, 2000
NFPA 70 National Electric Code - 2000 Edition
NFPA 1 Uniform Fire Code - 2000 Edition
NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations
City of Clearwater Municipal Code, Current Edition

UTILITY CONTACTS

[illegible]

PROJECT DESIGN TEAM

CIVIL
WILLIAMSON ASSOCIATES, INC.
 10000 WILSON BLVD., SUITE 100
 NORTH RICHMOND, VA 23136
 PHONE (804) 281-1000

SURVEY
CONSTRUCTION PLANNING
 2000 STANTLEY RD.
 SUITE 100
 FARMERSVILLE, TX 77834
 PHONE (409) 427-4421

ARCHITECT
INTERIORS DESIGN INC.
 2117 W. HUNTER BLVD., SUITE 200
 ANAHEIM, CA 92806
 PHONE (714) 756-1000

GEOTECHNICAL
BOHANNAN & ASSOCIATES
 10000 WILSON BLVD., SUITE 100
 NORTH RICHMOND, VA 23136
 PHONE (804) 281-1000

ENVIRONMENTAL
CONSTRUCTION
 JOHN W. MC GEE
 10000 WILSON BLVD., SUITE 100
 NORTH RICHMOND, VA 23136
 PHONE (804) 281-1000

LANDSCAPE
DESIGN
 10000 WILSON BLVD., SUITE 100
 NORTH RICHMOND, VA 23136
 PHONE (804) 281-1000

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FLORIDA 33602
PHONE: (813) 620-1460

DEVELOPER:

MORGAN GROUP DEVELOPMENT, LLC
5606 S. RICE AVENUE
HOUSTON, TEXAS 77081

GROUNDWATER / DEWATERING NOTE

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS SHOULD INCLUDE CONSIDERATION FOR THIS ISSUE WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER. PROVIDE ADEQUATE DRAINAGE, DAMAGE, AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOIL.

C000		DATE 11 JUL 2012	TARPON SPRINGS FLORIDA		MORGAN		ANCLOTE HARBOR		COVER SHEET				Kimley»Horn 655 NORTH MANATEE STREET, SUITE 100, TAMPA, FL 33602 PHONE: 813-890-1000 WWW.KIMLEY-HORN.COM REGISTRATION NO. 558		1710 REVISIONS DATE 08/01/2012 08/01/2012 08/01/2012	
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INDEX OF SHEETS	
C000	COVER SHEET
C001	GENERAL NOTES
C002	SWPPP NOTES
C003	SWPPP DETAILS
C100	SWPPP PLAN
C200	OVERALL SITE PLAN
C201	SITE PLAN - 01
C202	SITE PLAN - 02
C203	SITE PLAN - 03
C204	SITE PLAN - 04
C205	SITE PLAN - 05
C210	WETLAND IMPACT PLAN
C300	OVERALL DRAINAGE PLAN
C301	DRAINAGE PLAN - 01
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C310	GRAVING AND DRAINAGE DETAILS
C320	GRAVING SECTIONS
C321	GRAVING SECTIONS
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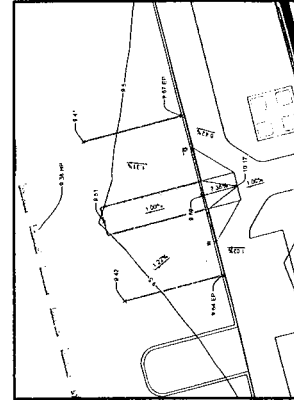
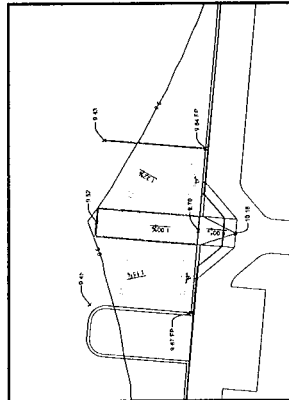
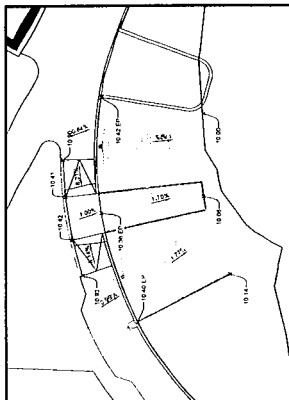
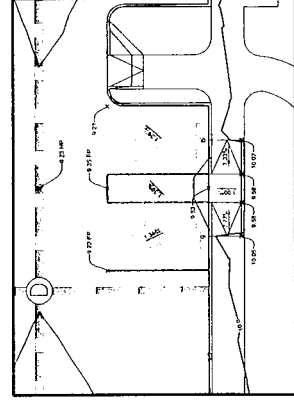
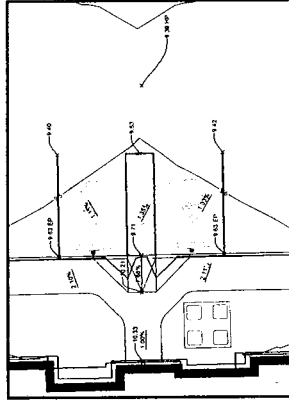
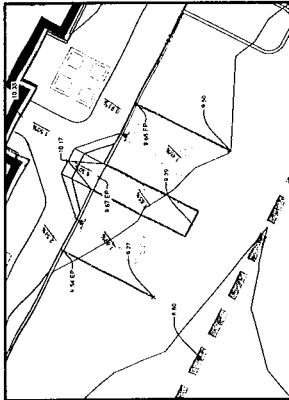
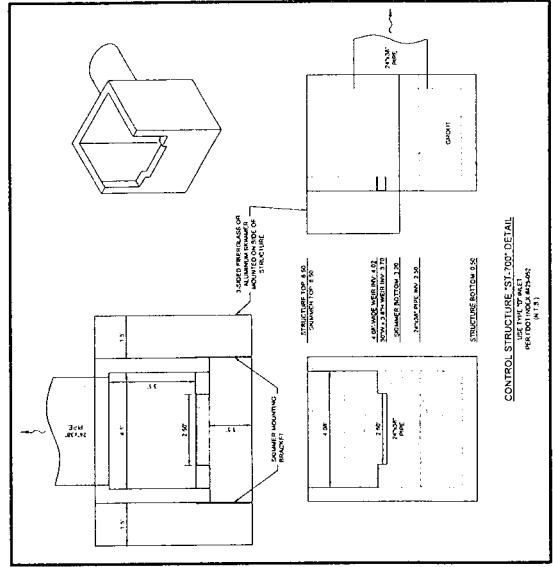
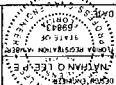
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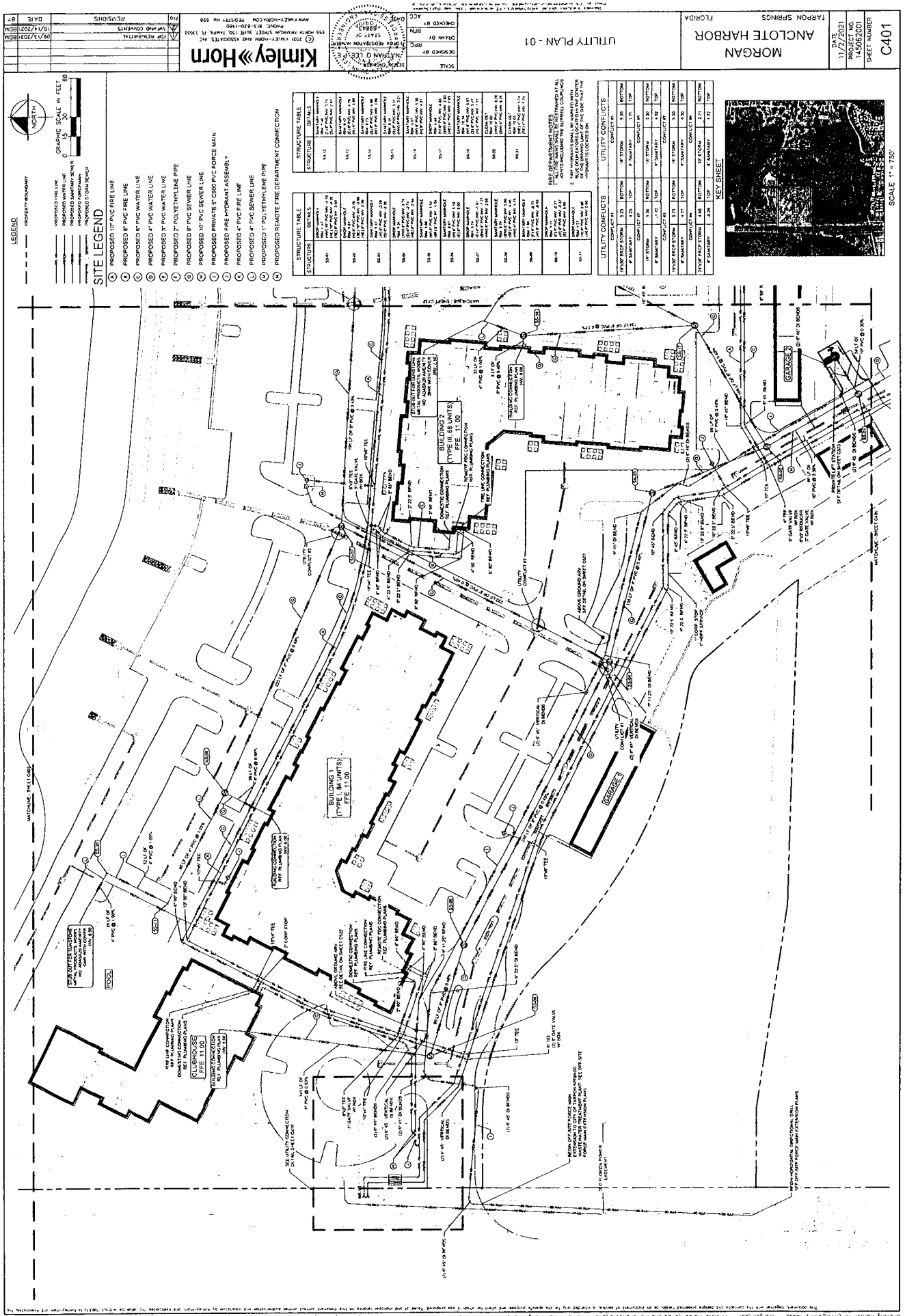
MORGAN
ANCLOTE HARBOR
FLORIDA

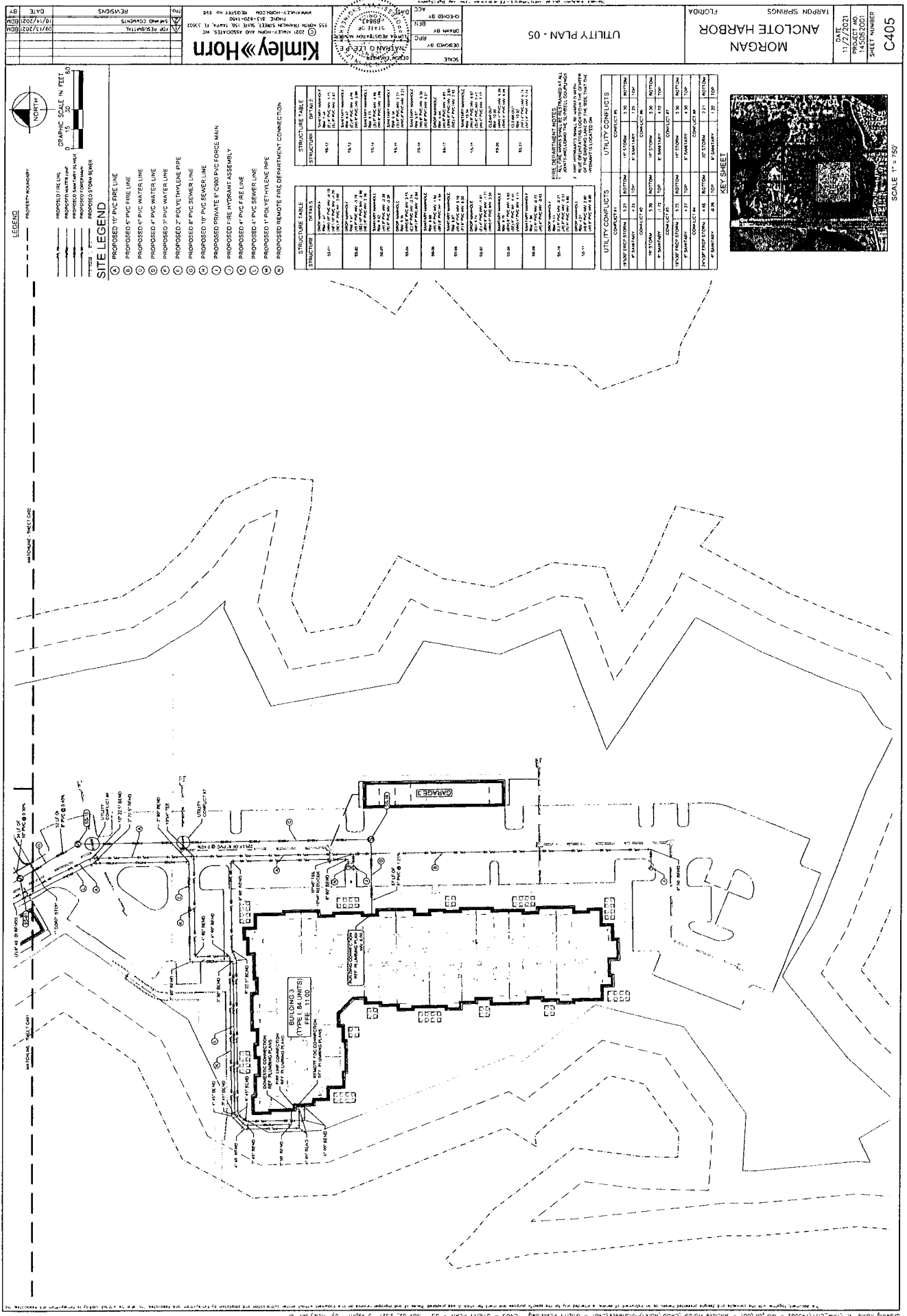
GRADING AND DRAINAGE DETAILS

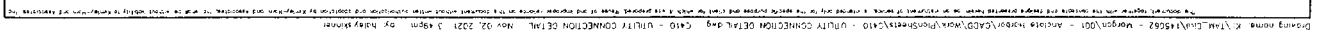
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SHEET NUMBER	
DESIGNED BY	DAVID L. HORN
CHECKED BY	DAVID L. HORN
SCALE	AS SHOWN
PROJECT	ANCLOTE HARBOR
LOCATION	ANCLOTE HARBOR
DATE	11/17/2021
BY	

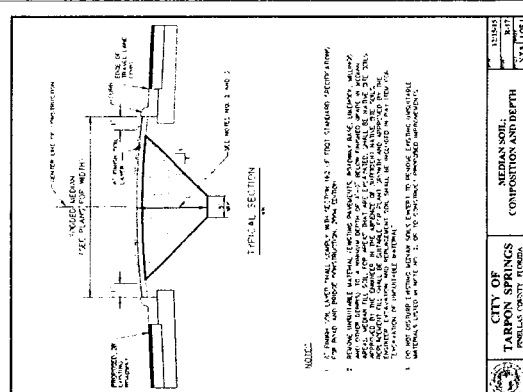
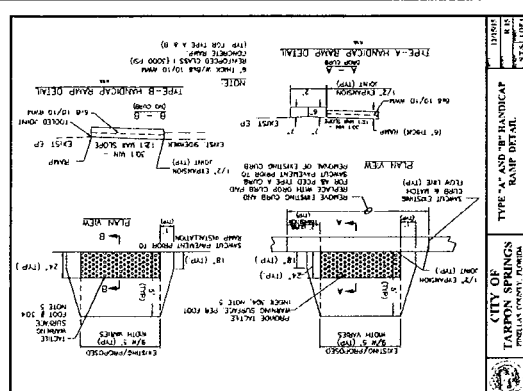
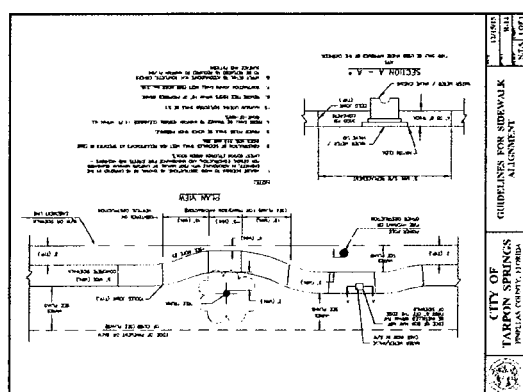
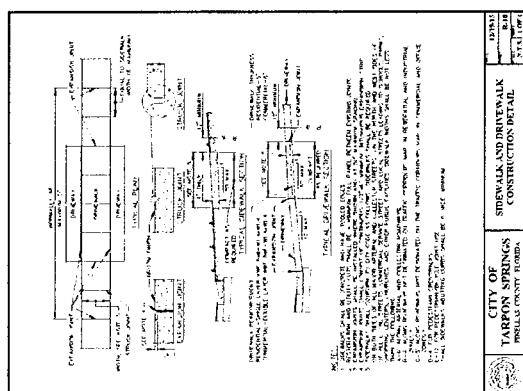
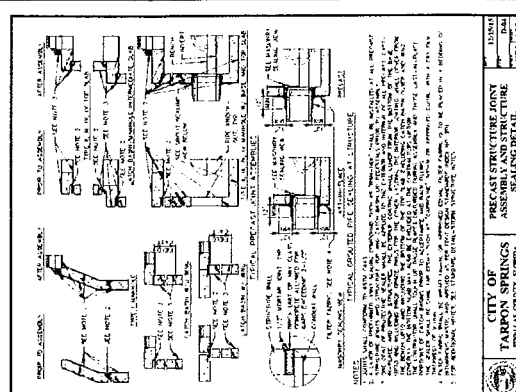
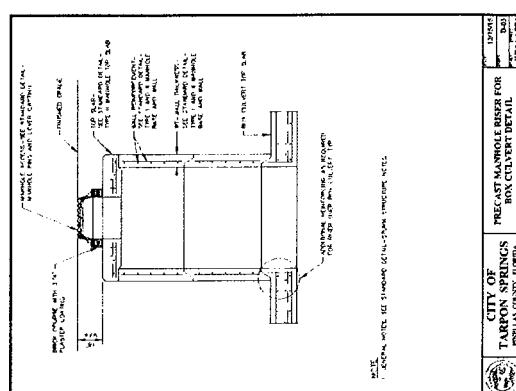
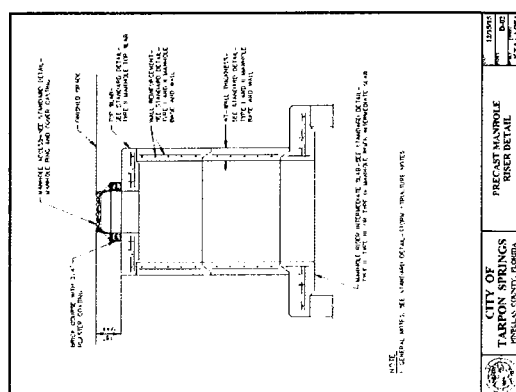
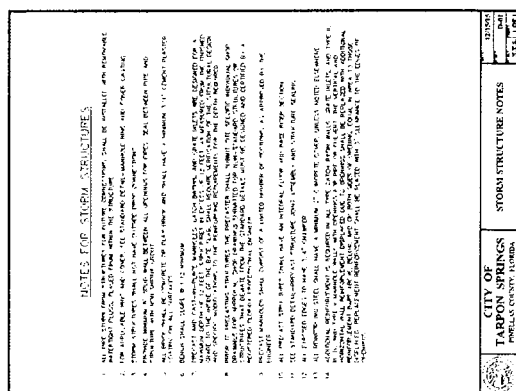
Kimley-Horn









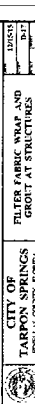
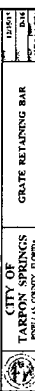
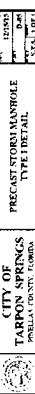




§ 122-06. **Parking for traffic control signs and lighting design standards.**

A. The design for marking for traffic control signs shall be as shown in Figure 1 below and shall meet the following standards:

- (1) Signs posts shall be black or dark green in color.
- (2) Signs posts shall be round or fluted in shape.
- (3) Signs posts shall be at least three inches in diameter.
- (4) Signs posts shall have a round or fluted design in base.
- (5) Signs shall have a black or dark green bander of at least one inch in width. Signs identifying school bus stopping spaces are exempt from this requirement.



GROUNDWATER / DEWATERING NOTE:
THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE COMPENSATION FOR THIS RISK. WHEN PERFORMING GEOTECHNICAL OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE, AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS.



LOW MILEAGE, 3 YEAR/50,000 MILE WARRANTY CALL \$11.99 PER MONTH. SEE US TODAY TO SEE HOW YOU ARE

C502

PROJECT NO.
145062001

SHEET NUMBER

DATE 11/2/2021

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N SPRINGS

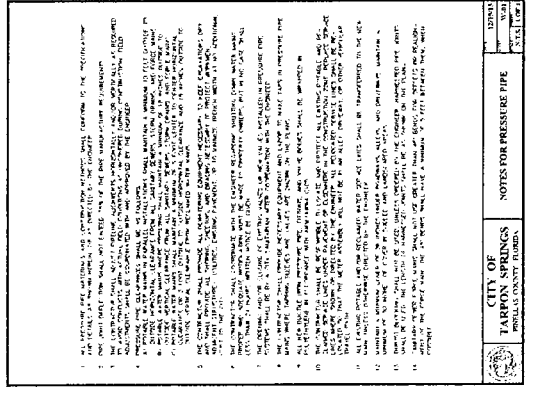
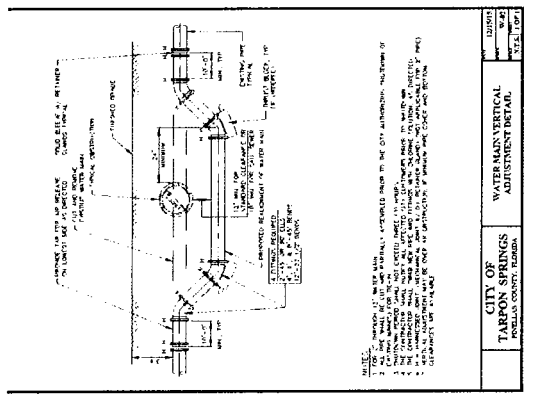
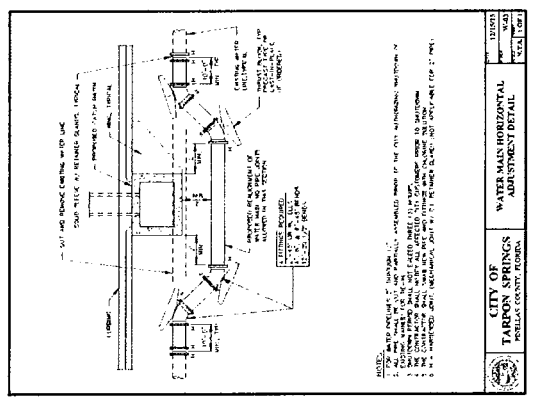
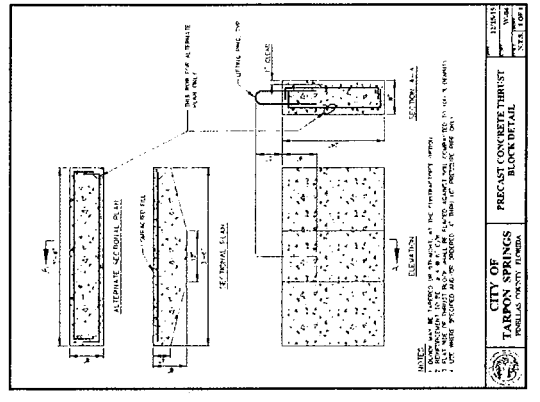
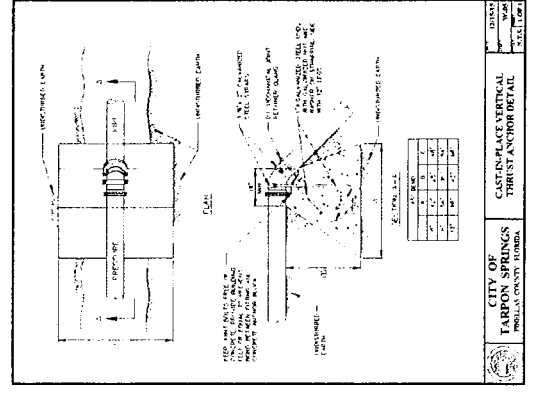
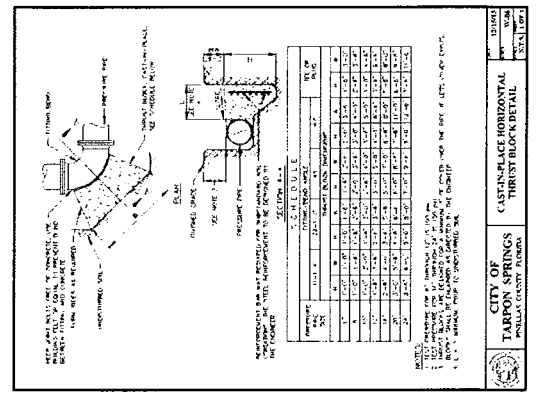
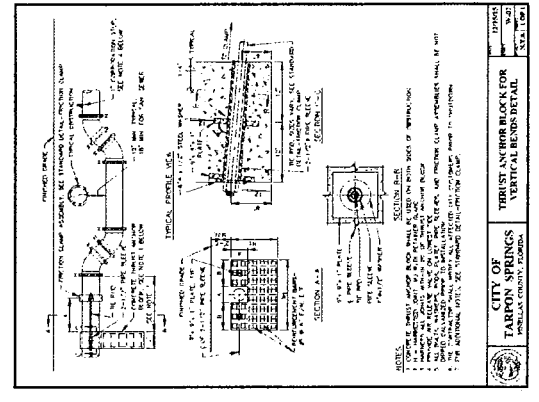
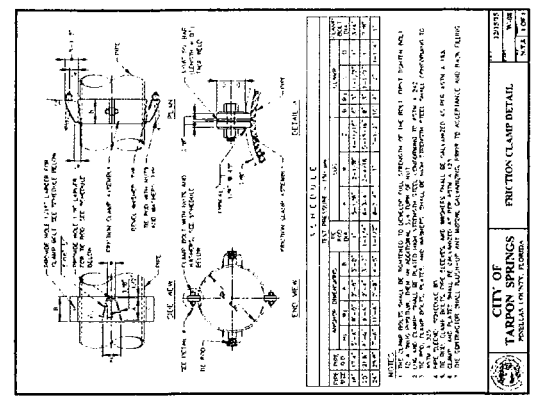
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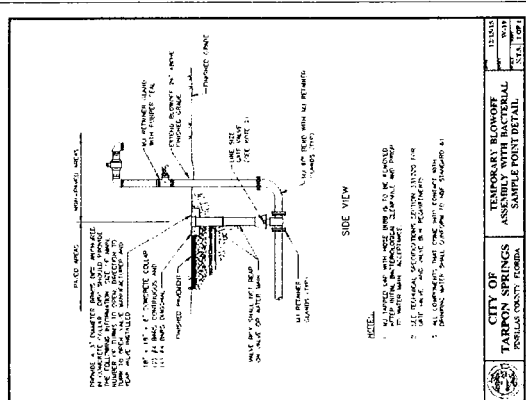
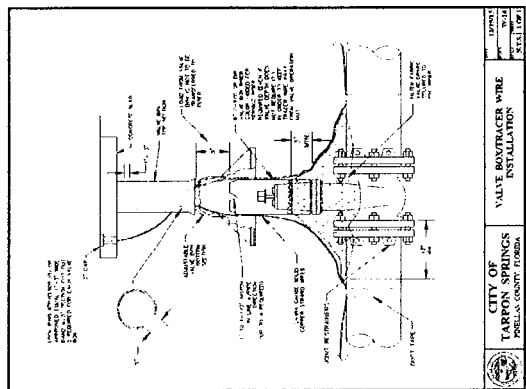
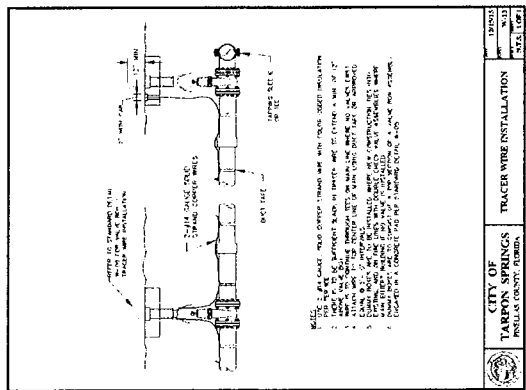
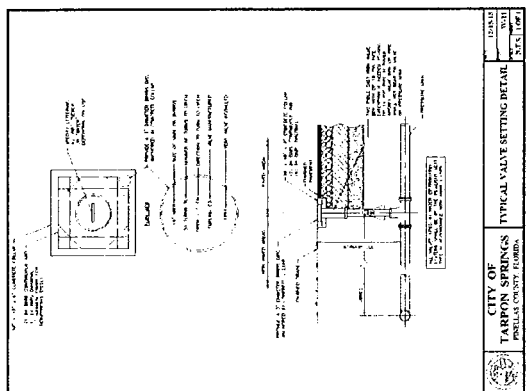
CITY OF TARPON SPRINGS
CONSTRUCTION DETAILS

DESIGNED BY	RPC
DRAWN BY	BFM
CHECKED BY	

Kimley»Horn

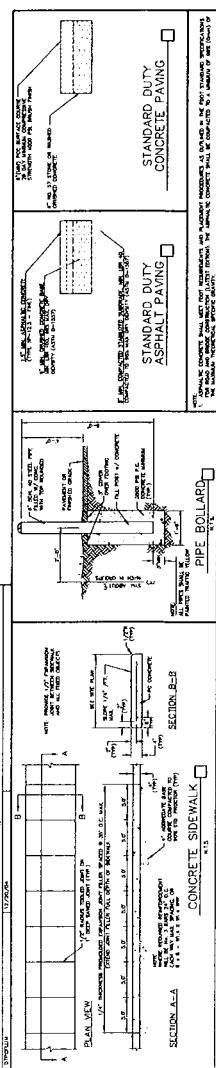
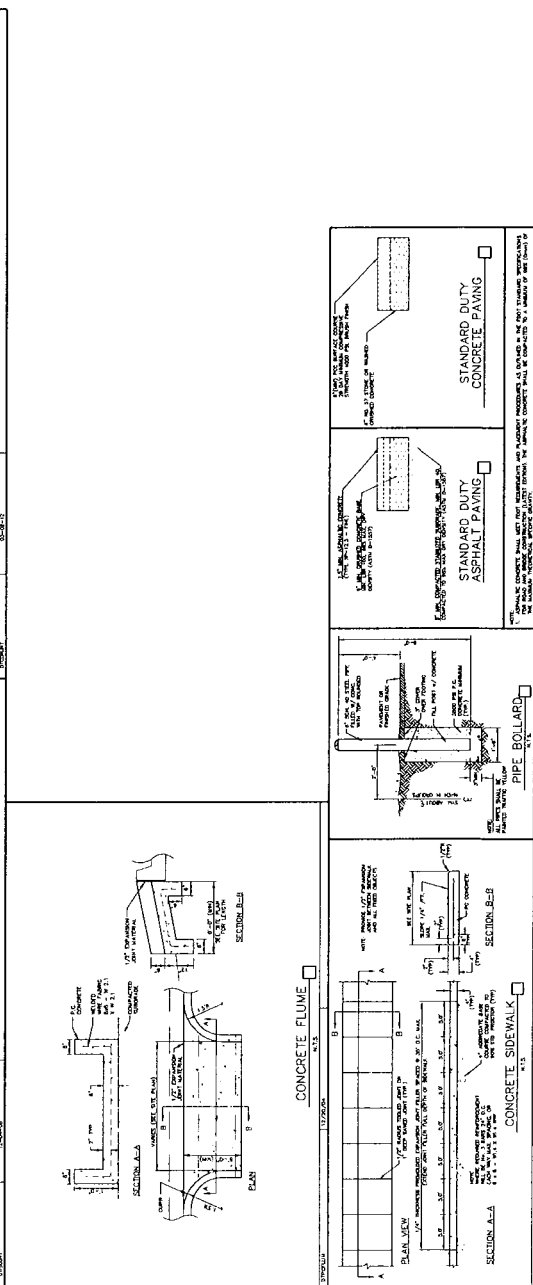
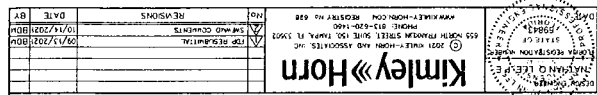
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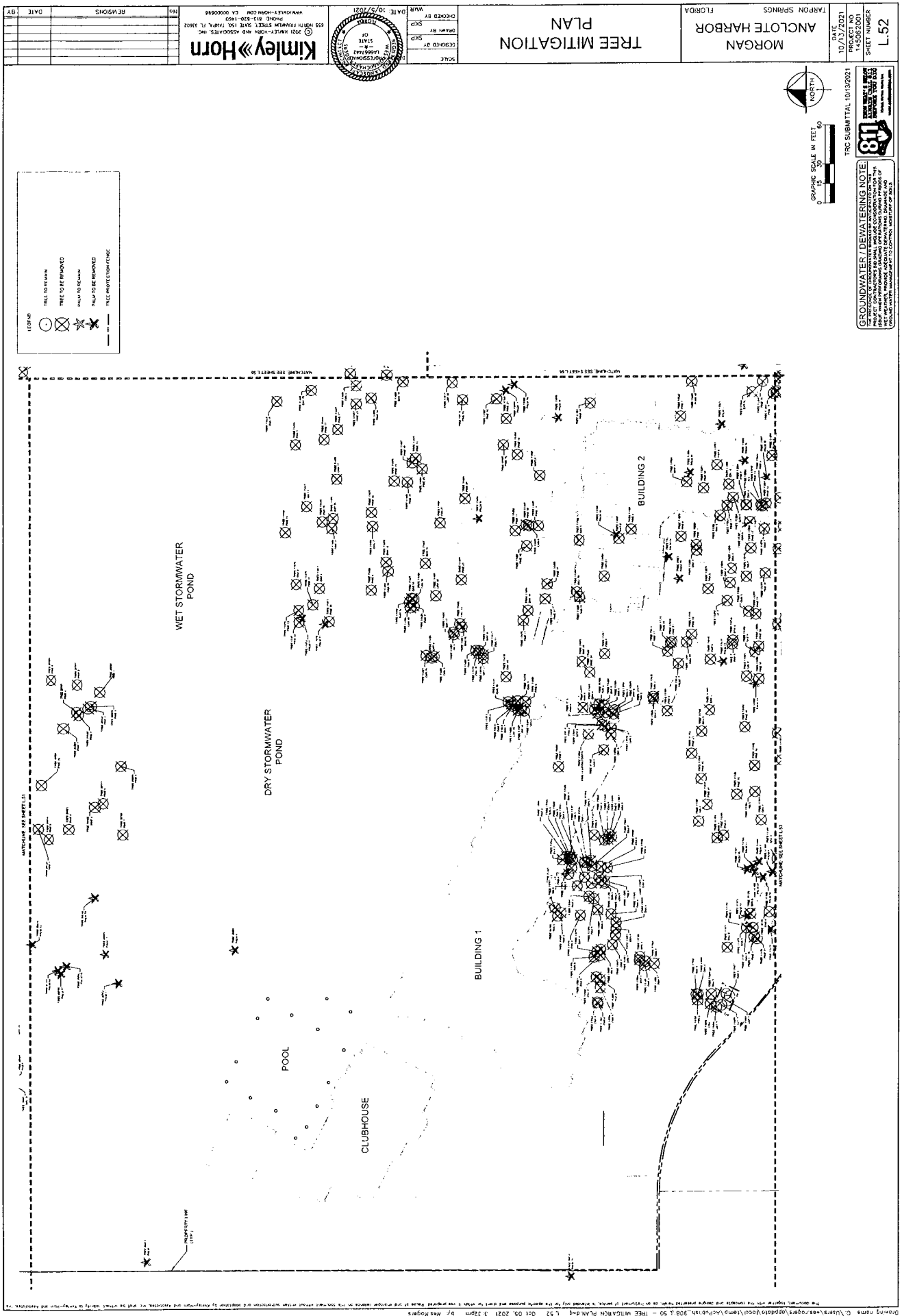


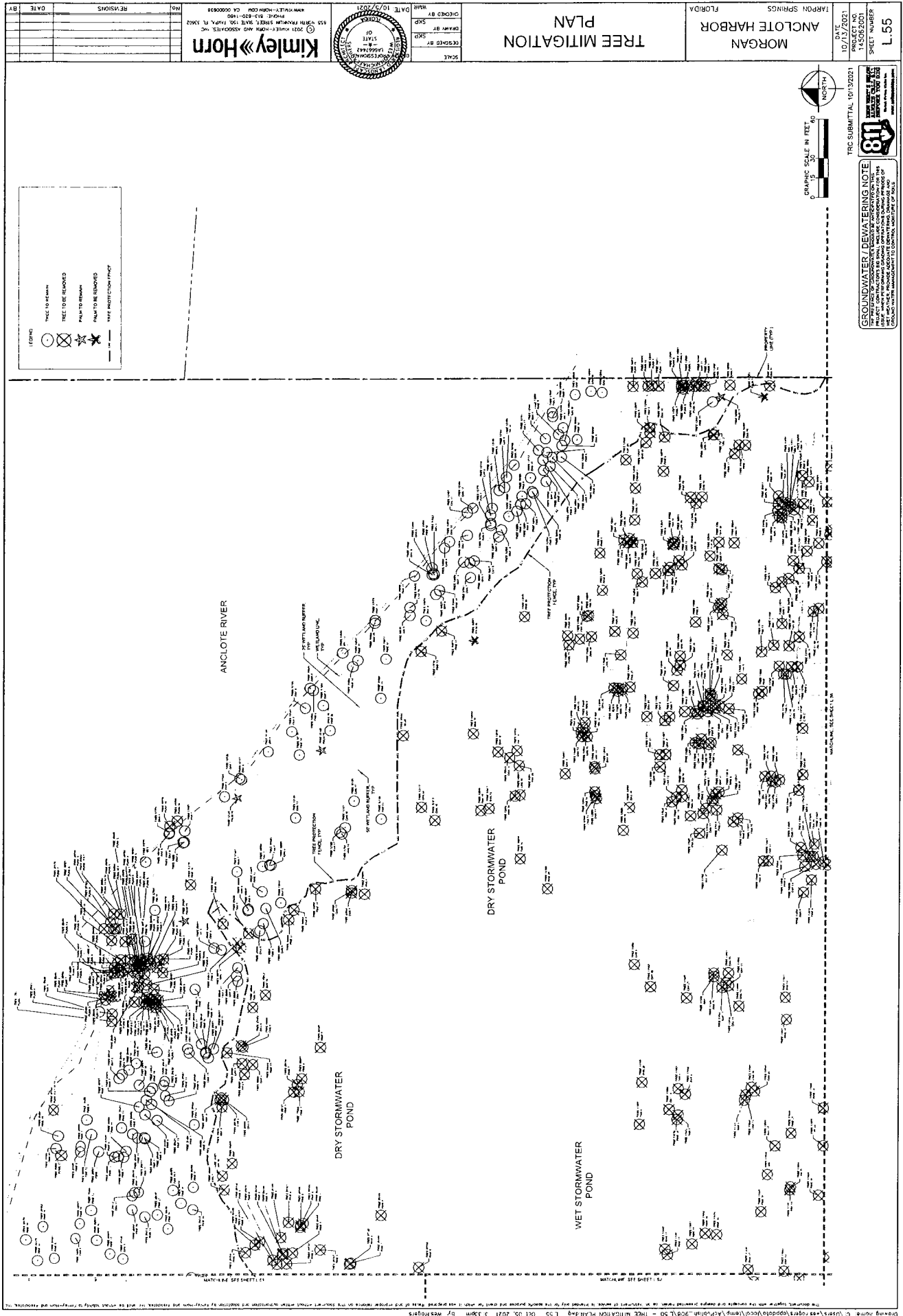


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and that of the present study is that the use of a single, non-validated questionnaire to assess the prevalence of mental health problems in the community may lead to an overestimation of the prevalence of mental health problems. The use of a single, non-validated questionnaire to assess the prevalence of mental health problems in the community may lead to an overestimation of the prevalence of mental health problems.







L59

DATE: 10/13/2021
PROJECT: 2015-2016
SHEET NUMBER: 59

TRC SUBMITAL 10/13/2021

GROUNDWATER / DEWATERING NOTE
PROJECT: 2015-2016
SHEET NUMBER: 59

DATE: 10/13/2021
PROJECT: 2015-2016
SHEET NUMBER: 59

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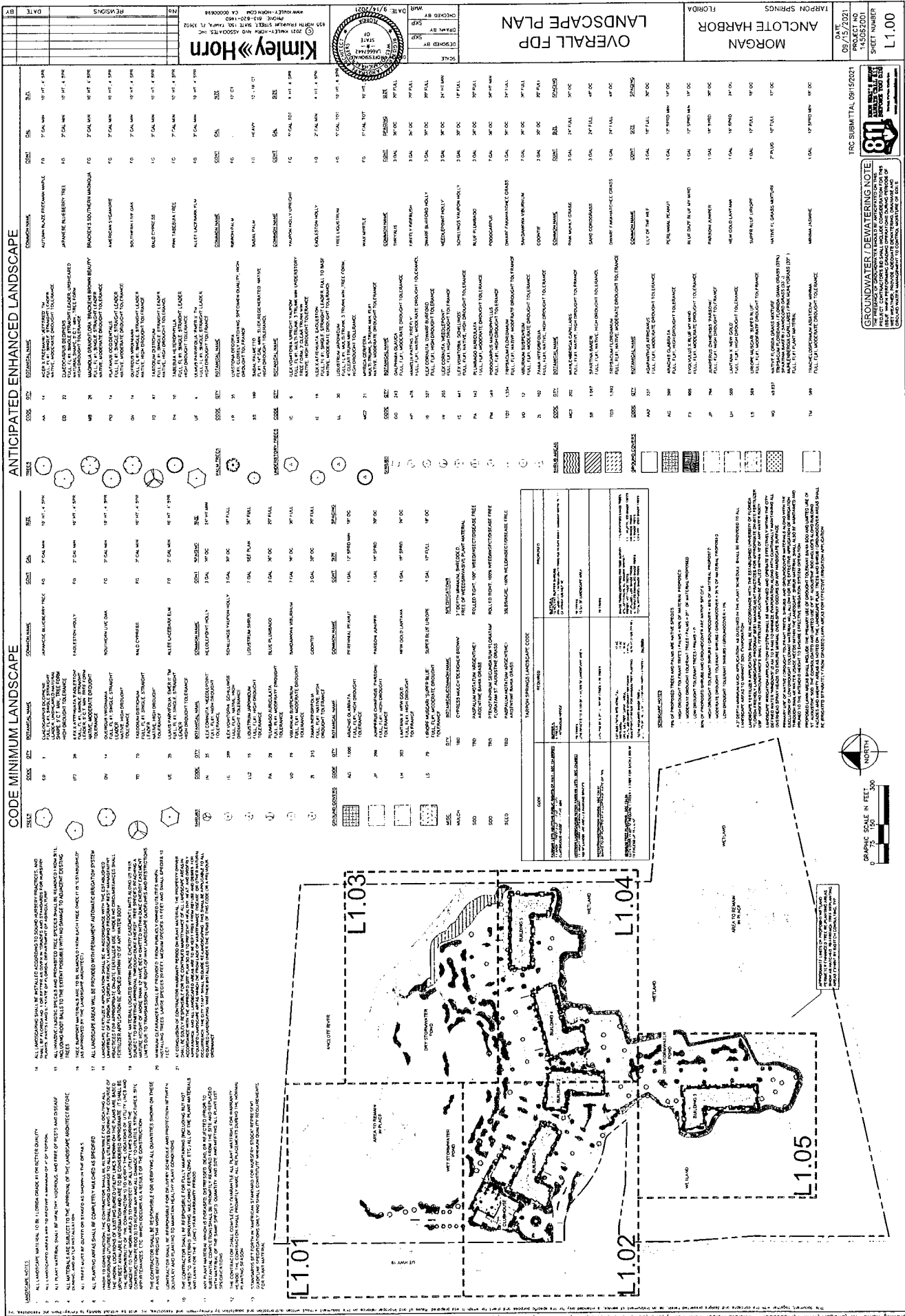
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PROJECT: 2015-2016
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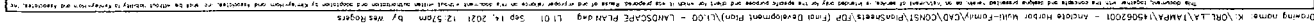
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PROJECT: 2015-2016
SHEET NUMBER: 59

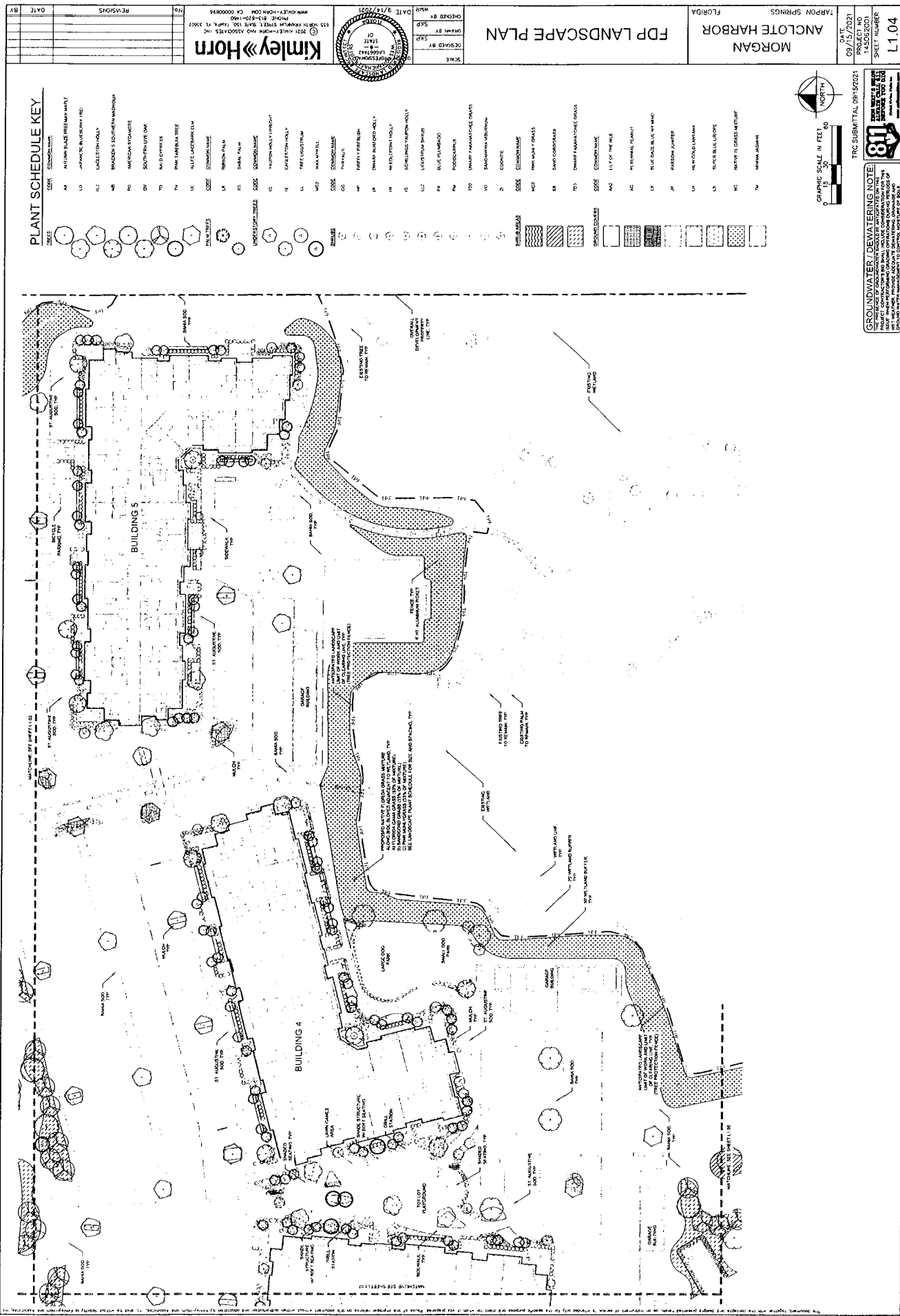
DATE: 10/13/2021
PROJECT: 2015-2016
SHEET NUMBER: 59

DATE: 10/13/2021
PROJECT: 2015-2016
SHEET NUMBER: 59



Overall FPD Landscape Plan (Final Development Plan) L1.00 - L1.05
Project Name: MORGAN ANCLOTE HARBOR
Sheet Number: 14-5082001
Scale: 1:1.00
Date: 09/15/2021
Project No: 14-5082001
Sheet No: 14-5082001
Scale: 1:1.00





NEW
AN SERIES

4-750 (Rev. 5-22-64) 		U.S. GOVERNMENT PRINTING OFFICE : 1964 O - 358-000	
Form 104 (Rev. 5-22-64)		Form 104 (Rev. 5-22-64)	
1. Name of the organization ...		2. Address ...	
3. City ...		4. State ...	
5. Zip ...		6. Country ...	
7. Title of the project ...		8. Description of the project ...	
9. Name of the sponsor ...		10. Name of the principal investigator ...	
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115. Name of the principal investigator ...		116. Name of the institution ...	
117. Name of the sponsor ...		118. Name of the principal investigator ...	

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The image displays a grid of 12 black and white photographs of scientific and technical equipment. The equipment includes:

- Top Left:** A large piece of laboratory equipment, possibly a spectrometer or a large microscope, with a complex structure and a large lens or screen.
- Top Middle:** A smaller piece of equipment, possibly a microscope or a data recording device, with a screen and various controls.
- Top Right:** A piece of equipment with a large screen and a control panel, possibly a data recorder or a computer terminal.
- Middle Left:** A piece of equipment with a large screen and a control panel, possibly a data recorder or a computer terminal.
- Middle Middle:** A piece of equipment with a large screen and a control panel, possibly a data recorder or a computer terminal.
- Middle Right:** A piece of equipment with a large screen and a control panel, possibly a data recorder or a computer terminal.
- Bottom Left:** A piece of equipment with a large screen and a control panel, possibly a data recorder or a computer terminal.
- Bottom Middle:** A piece of equipment with a large screen and a control panel, possibly a data recorder or a computer terminal.
- Bottom Right:** A piece of equipment with a large screen and a control panel, possibly a data recorder or a computer terminal.

The equipment is arranged in a grid, with each photograph showing a different piece of scientific or technical equipment. The equipment is mostly black and white, with some color highlights. The photographs are arranged in a grid, with each photograph showing a different piece of scientific or technical equipment.

MORGAN - ANCLOTE HARBOR

U.S. 19 ROADWAY IMPROVEMENTS

PINELLAS COUNTY (15150000)

STATE ROAD NO. 55 (U.S. 19)

MILE POST 32.191

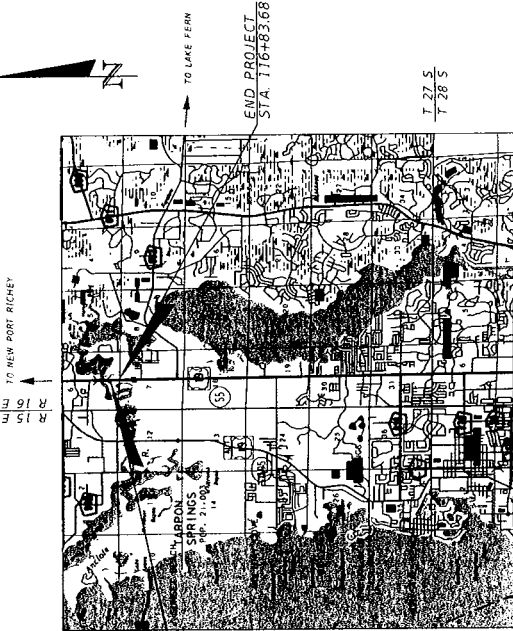
ACCESS DRIVEWAY CONNECTION PERMIT #2021-X-XXX

CONTRACT PLANS COMPONENTS

ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	GENERAL NOTES
4 - 5	TYPICAL SECTIONS
6	DRAINAGE MAP
7 - 10	ROADWAY PLAN
11 - 13	BACK OF SIDEWALK PROFILES
14 - 22	CROSS SECTIONS
23	DRIVEWAY HALF SECTIONS
24	DRAINAGE DETAIL
25 - 26	STORMWATER POLLUTION PREVENTION PLAN
27 - 29	EROSION CONTROL PLAN
30 - 32	SIGNING AND PAVEMENT MARKING PLAN
33	TEMPORARY TRAFFIC CONTROL PLAN
L1	POLE DATA, LEGEND AND GENERAL NOTES
L2 - L4	LIGHTING PLAN



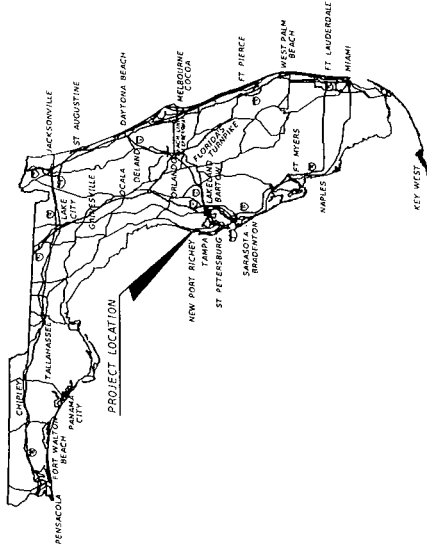
GOVERNING DESIGN STANDARDS:
Florida Department of Transportation, FY2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) at the following website:
<http://www.fdot.gov/design/standards>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July 2021 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/implemented/SpecBooks>

SITE LOCATION MAP

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

JULY 2021



ROADWAY PLANS

ENGINEER OF RECORD:

JOHN R. SEALS, P.E. NO. 51505
KIMLEY-HORN AND ASSOCIATES
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
(813) 620-1460

DRAINAGE PLANS

ENGINEER OF RECORD:

VICTOR GALLO, P.E. NO. 75592
KIMLEY-HORN AND ASSOCIATES
189 SOUTH ORANGE AVE., SUITE 1000
ORLANDO, FL 32801
(407) 998-1311

PLANS PREPARED BY:

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FLORIDA 33602
PHONE (813) 620-1460

FISCAL YEAR	SHEET NO.
21	1

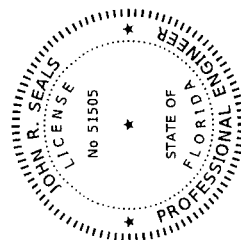
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.004 F.A.C.

7/14/2021

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ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
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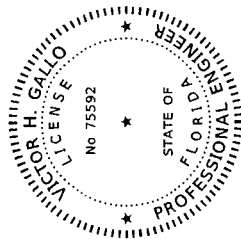
KIMLEY-HORN AND ASSOCIATES, INC.
655 N. FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
(813) 627-1400
CERTIFICATE OF AUTHORIZATION: 696
JOHN R. SEALS, P.E. NO.: 51505

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	GENERAL NOTES
4 - 5	TYPICAL SECTIONS
7 - 10	ROADWAY PLANS
11 - 13	SIDEWALK PROFILES
14 - 22	CROSS SECTIONS
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33	TEMPORARY TRAFFIC CONTROL PLAN
L-1	POLE DATA, LEGEND AND GENERAL NOTES
L-2 - L-4	LIGHTING PLAN

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KIMLEY-HORN AND ASSOCIATES, INC.
981 SOUTH ORANGE AVE., SUITE 1000
ORLANDO, FL 32801
(407) 898-1511
CERTIFICATE OF AUTHORIZATION NO. 696
VICTOR H. GALLO, P.E. NO.: 75592

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
6	DRAINAGE MAP
24	DRAINAGE DETAIL
25 - 26	STORMWATER POLLUTION PREVENTION PLAN
27 - 29	EROSION CONTROL PLAN

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATE OF FLORIDA			
DEPARTMENT OF TRANSPORTATION			
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
55	PINELLAS		

SIGNATURE SHEET

SHEET NO.
2

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GENERAL NOTES:

1. COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN NECESSARY WORK PERMITS THAT ARE REQUIRED PRIOR TO CONSTRUCTION.

2. LOCATION, ELEVATION, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THE WORK.

3. PROVIDE TWO WORKING DAYS NOTICE TO UTILITY AGENCY OWNERS (UAG) AND PROVIDES CONSTRUCTION WORK IN ORDER TO LOCATE AND IDENTIFY THEIR EXISTING UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, AS ESTABLISHED BY THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT". KNOWN UAG'S ARE:

UTILITY COMPANY	CONTACT	NUMBER
CHARTER COMMUNICATIONS	OZZIE PEREZ	727-270-4602
CITY OF TARPON SPRINGS	PAUL HOPKINS	727-942-5606 X2601
CLEARWATER GAS	PATRICK ALLEN	727-562-4900 X7424
DUKE ENERGY	YVONNE CASTRO-CINTRON	407-504-7330
FLORIDA POWER & LIGHT	YVONNE CASTRO-CINTRON	407-504-7330
MCIVERIZON	JAMES BARBA	813-328-8981
PINELLAS COUNTY PUBLIC WORKS	JAMES JOHNSON	727-464-8981
PINELLAS COUNTY UTILITIES	JENELLE OSTROWSKI	727-464-4068
ZAYO GROUP	HENRY KLOBUCAR	406-496-6510

4. COORDINATE CONSTRUCTION SCHEDULING WITH UTILITY AGENCY OWNERS. MEET WITH UTILITY AGENCY OWNERS PRIOR TO CONSTRUCTION TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONSTRUCTION SCHEDULE.

5. UTILITY ADJUSTMENTS SHOWN IN THIS CONTRACT PLAN SET MUST BE PERFORMED BY THE UTILITY AGENCY WHEN UTILITY CONSTRUCTION PLANS ARE NOT INCLUDED IN THE CONTRACT PLAN SET.

6. ERECT EROSION CONTROL DEVICES PRIOR TO LAND ALTERATIONS. MAINTAIN THEM DURING CONSTRUCTION, AND REMOVE THEM FOLLOWING SOIL STABILIZATION AND FINAL DRESSING. INSTALL AND MAINTAIN EROSION CONTROL DEVICES AS REQUIRED BY ACTUAL SITE CONDITIONS TO REFLECT PROJECT PHASING REQUIREMENTS.

7. IF AREA OF DISTURBED SOIL IS ONE (1) ACRE OR GREATER, PREPARE AND SUBMIT A NOTICE OF INTENT FOR COVERAGE UNDER THE FDEP NPDES CONSTRUCTION GENERIC PERMIT. COMPLY WITH ALL PROVISIONS OF THAT PERMIT AND PREPARE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PER FDEP GUIDANCE.

8. DO NOT DISCHARGE DIRECTLY TO RECEIVING WATERS OR EXISTING CONVEYANCES THAT DISCHARGE TO RECEIVING WATERS OR WETLAND SYSTEMS DURING DEMATERING OPERATIONS. UTILIZE TEMPORARY SEDIMENT BASINS OR TRAPS TO COLLECT THE DISCHARGE FROM DEMATERING ACTIVITIES TO ELIMINATE THE POTENTIAL FOR OFF-SITE SEDIMENT TRANSPORT.

9. ALL EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE RIGHT-OF-WAY CORRIDOR ARE TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS.

10. PROPOSED PIPE MUST BE REINFORCED CONCRETE PIPE (RCP) CLASS III UNLESS OTHERWISE NOTED ON THE PLANS.

11. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO THE STABILIZED PORTION OF THE ROAD BED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THOSE LOCATIONS.

12. ALL CONCRETE COLLARS AND CONCRETE JACKETS MUST BE CURED AND INSPECTED TO BE FREE OF CRACKING PRIOR TO BACKFILLING.

13. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY HAULING OR EXCAVATION EQUIPMENT MUST BE REPAIRED TO THE SATISFACTION OF FDOT AT THE CONTRACTOR'S EXPENSE.

14. ALL DISTURBED AREAS IN THE FDOT RIGHT OF WAY WILL BE SODDED.

15. ANY U.S.C. & G.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, PROJECT ENGINEER SHOULD NOTIFY:

DIRECTOR, NATIONAL GEODETIC SURVEY
1315 EAST-WEST HIGHWAY
SILVER SPRING, MARYLAND 20910-3282
PHONE: (301) 713-5242

16. ALL STATION AND OFFSET REFERENCES ARE TO CENTERLINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.

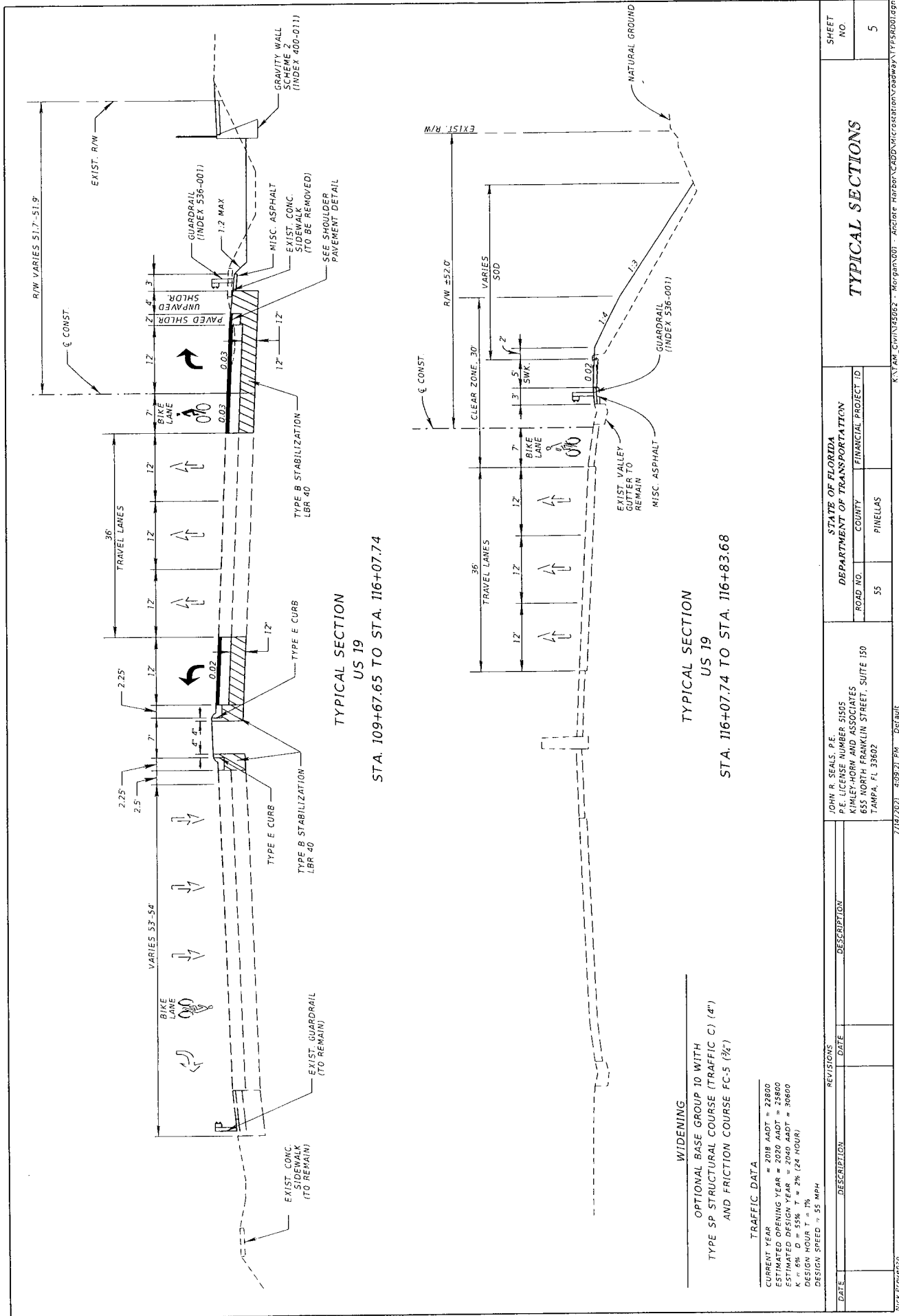
17. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM. THE REFERENCE BEARING FOR THE RIGHT-OF-WAY BOUNDARY OF HARVEY ROAD HAVING A GRID BEARING OF 52°27'22.44" N.

18. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND REFERENCE TO HILLSBOROUGH COUNTY BENCHMARK VA-782, PUBLISHED ELEVATION 38.99' (NAVD88).

SIGNING AND PAVEMENT MARKINGS:

1. ALL EXISTING TRAFFIC SIGNS MUST BE MAINTAINED DURING CONSTRUCTION.
2. ALL TRAFFIC SIGN POSTS MUST BE COMPATIBLE (MAKE, DESIGN) WITH POSTS NOW IN USE BY THE PINELLAS COUNTY PUBLIC WORKS TRAFFIC OPERATIONS.
3. CAUTION MUST BE EXERCISED WHILE RELOCATING EXISTING SIGNS TO PREVENT UNNECESSARY DAMAGE TO THE SIGNS. DAMAGED SIGNS MUST BE REPLACED.
4. SIGN LOCATIONS SHOWN ARE APPROXIMATE. ANY FIELD ADJUSTMENT MUST BE AT THE DISCRETION OF THE CONSTRUCTION PROJECT MANAGER AND/OR THE ENGINEER OF RECORD.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51806 4605 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO. 3
						ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						55	PINELLAS			



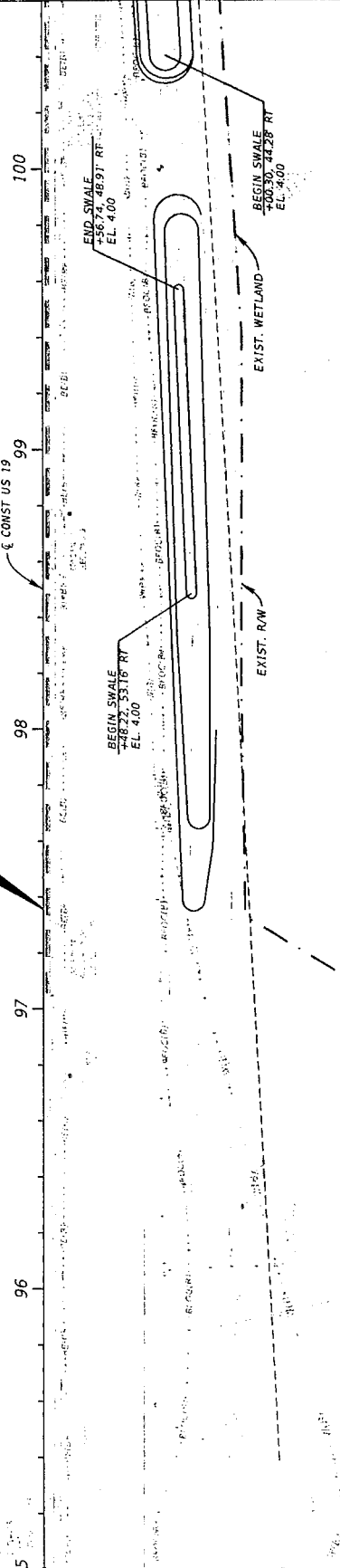


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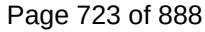
US 19

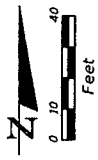
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US 19



REVISIONS		STATE OF FLORIDA		SHEET NO.	
DATE	DESCRIPTION	DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
		55	PINELLAS		
JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 5190 J. R. SEALS AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		ROADWAY PLAN (1)			
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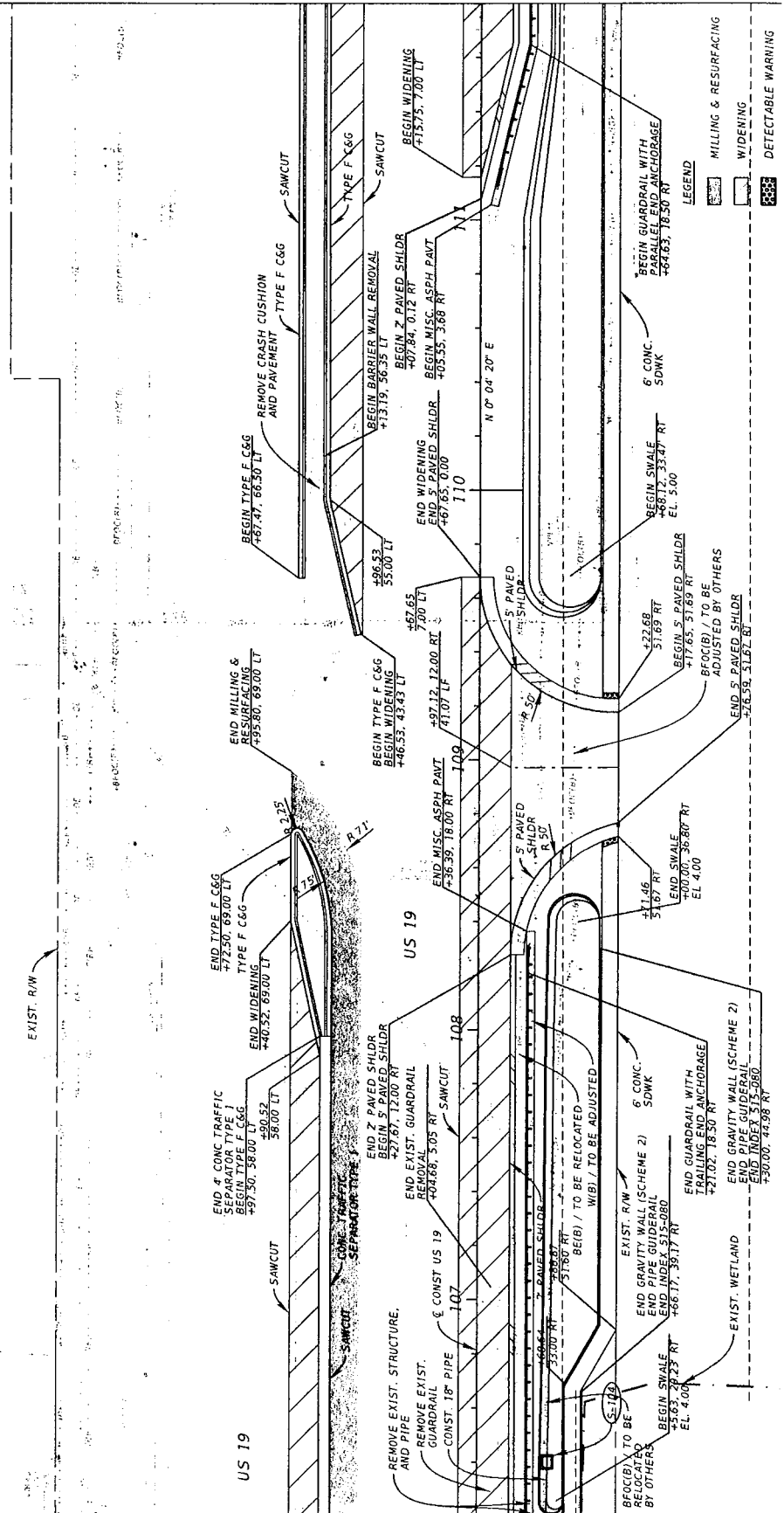
(S-104)

STA 106+00 TO 106+20 RT
 PER INDEX 425-032
 FL EL -1.00 (AH)

EXIST. R/W

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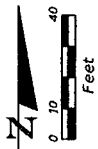
- LEGEND
- MILLING & RESURFACING
 - WIDENING
 - DETECTABLE WARNING

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KINLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
SS	COUNTY	PINELLAS	FINANCIAL PROJECT ID

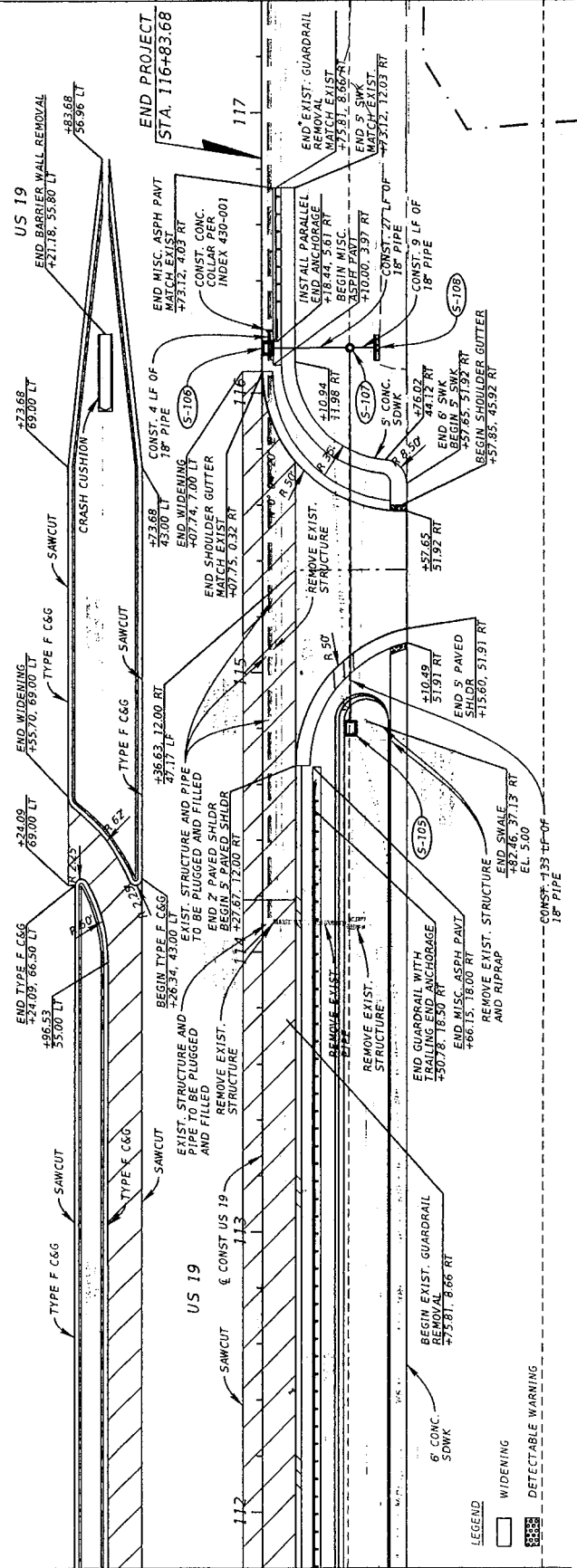
ROADWAY PLAN (3)		SHEET NO.
		9

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CONST. CONC. ENDWALL
PER INDEX 425-052
GRATE EL. 7.60
FL EL. 5.00 (AH)
- (S-106) STA. 116+16.00, 2.12' RT
CONST. CONC. ENDWALL
PER INDEX 425-052
GRATE EL. 8.6
FL EL. 4.8 (BK)
FL EL. 4.8 (RT)
- (S-107) STA. 116+16.00, 31.41' RT
CONST. CONC. ENDWALL
PER INDEX 425-001
GRATE EL. 8.6
FL EL. 4.8 (BK)
FL EL. 4.8 (RT)
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PER INDEX 430-036
FL EL. 4.7

MATCHLINE - STA. 111+80.00

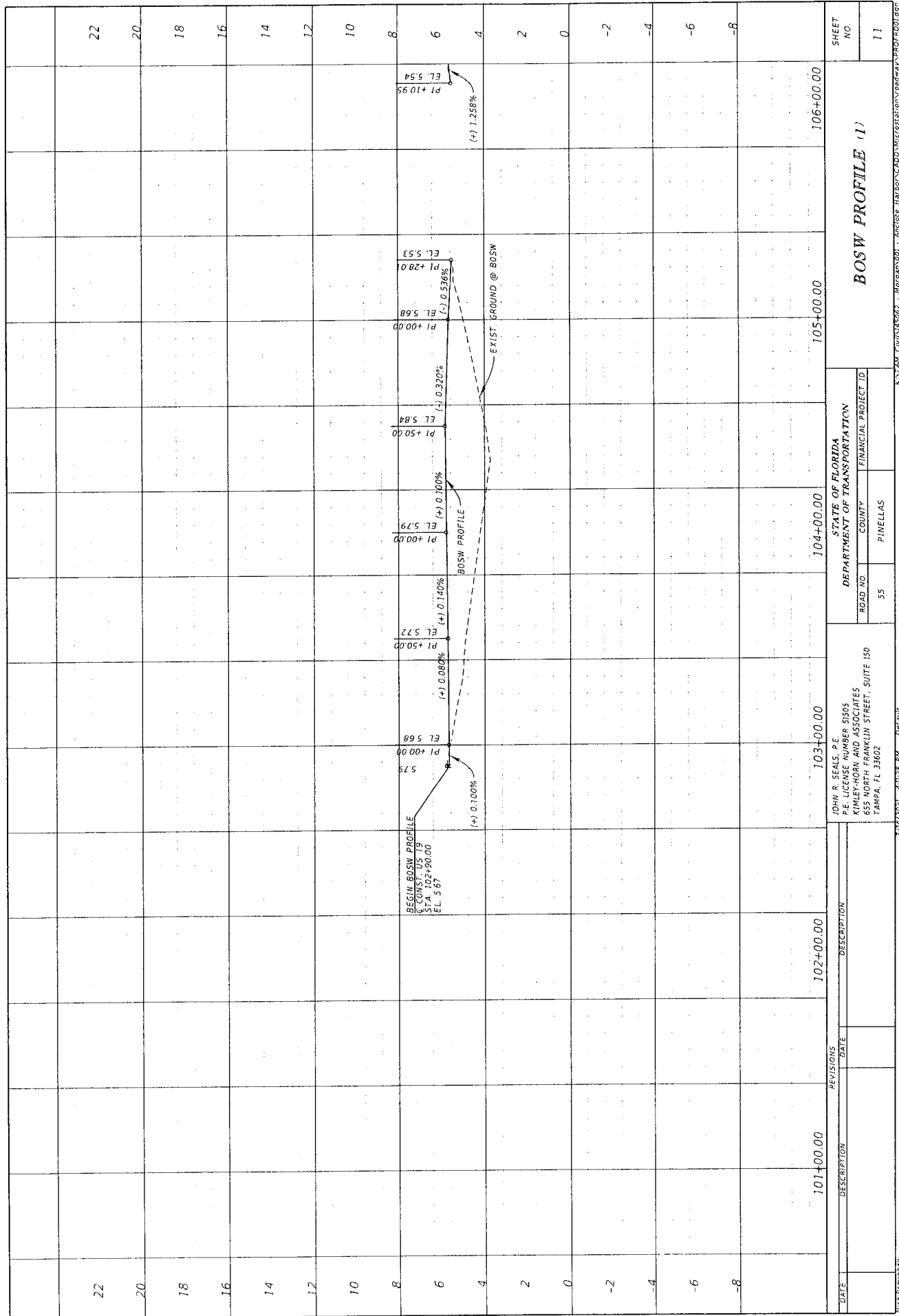


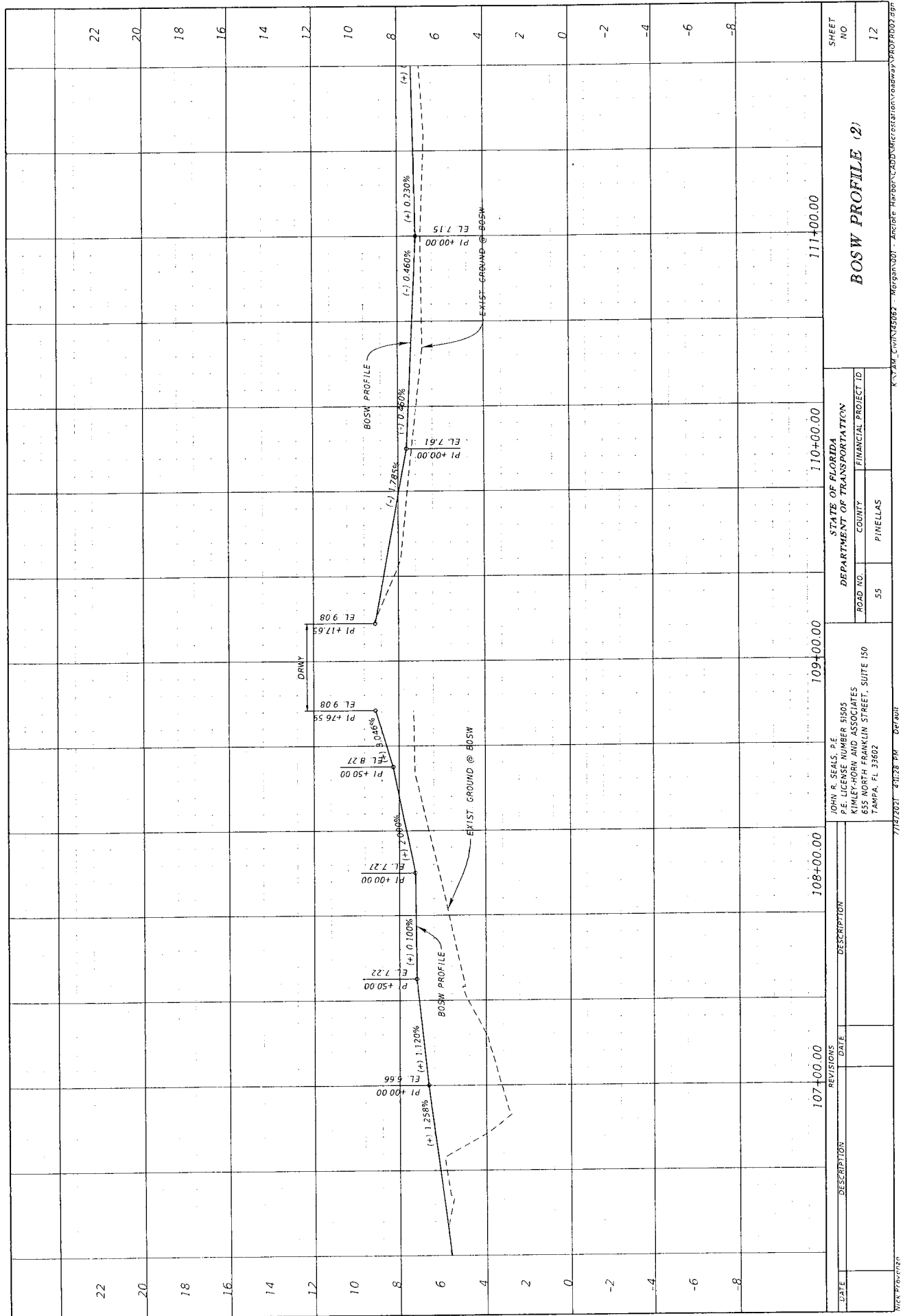
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- WIDENING
 - DETECTABLE WARNING

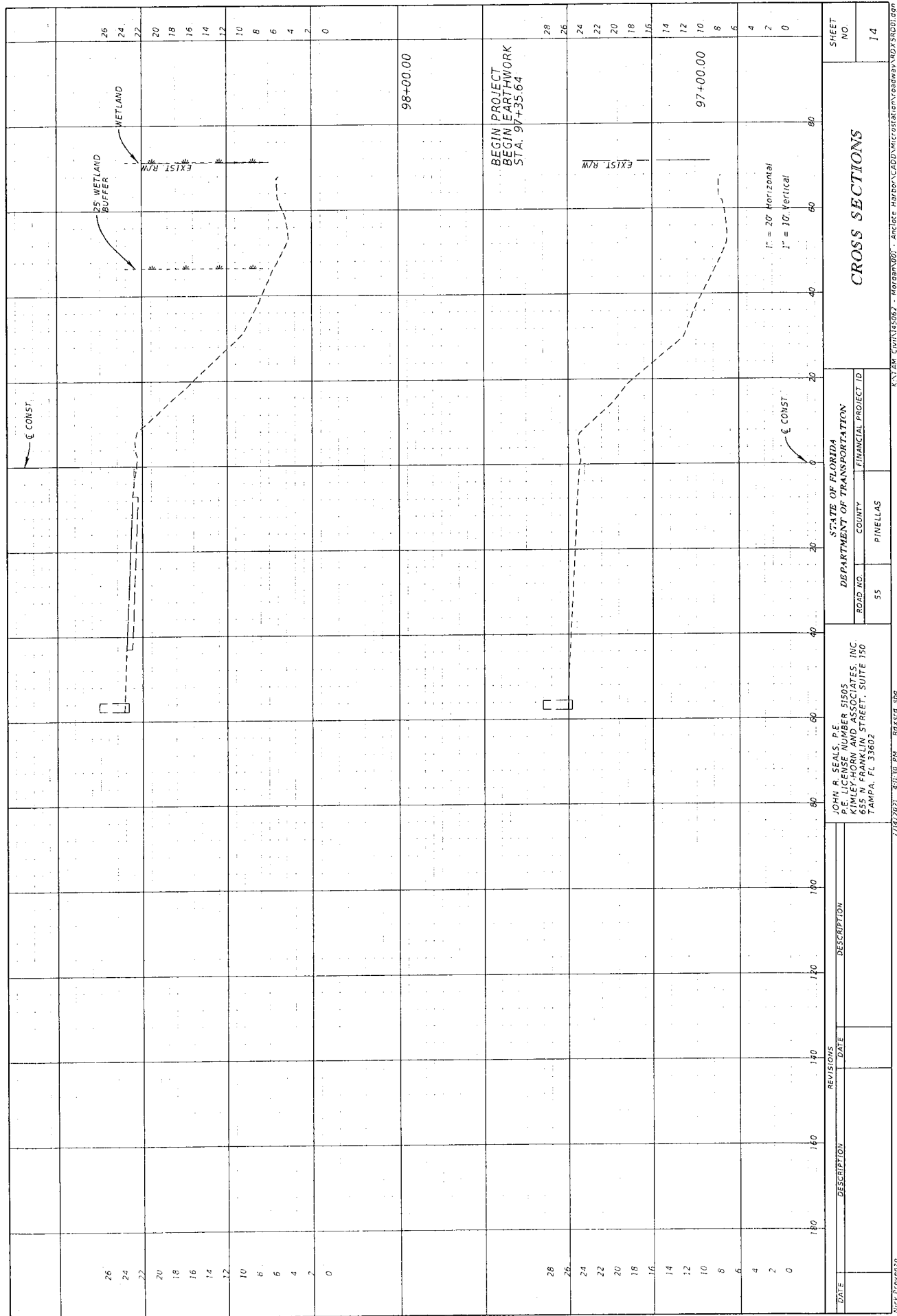
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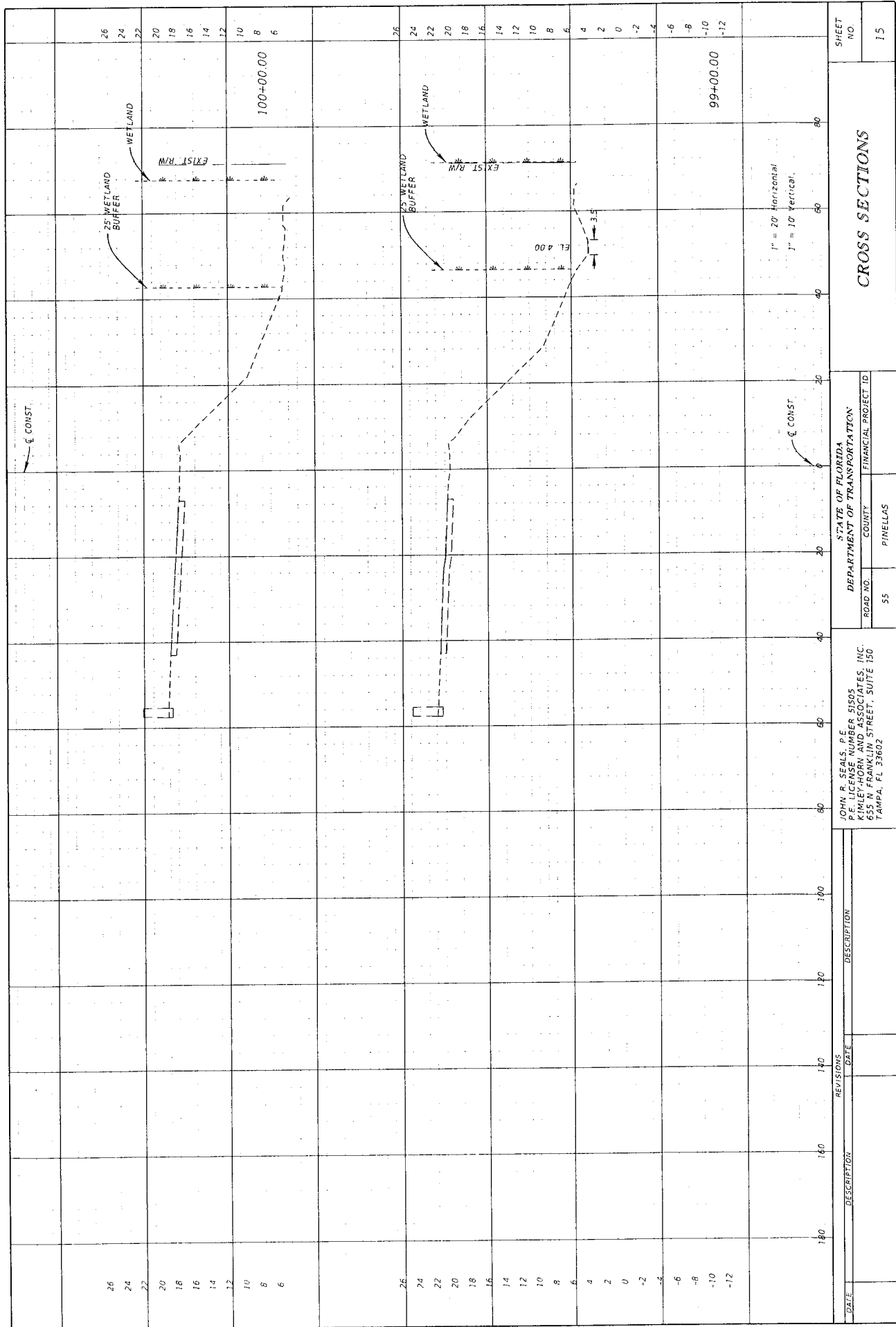
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DEPARTMENT OF TRANSPORTATION		SHEET NO. 10	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
55	PINELLAS		

JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		K:\NFW_LIN\1435062 - Morgan\001 - Ancire Harbor\ADDN\roadway\PLAN\RD04.dgn	
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CROSS SECTIONS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
55	PINELLAS	

JOHN R. SEALS, P.E.
P.E. LICENSE NUMBER 51505
KIMLEY-HORN AND ASSOCIATES, INC.
655 N. FRANKLIN STREET, SUITE 150
TAMPA, FL 33602

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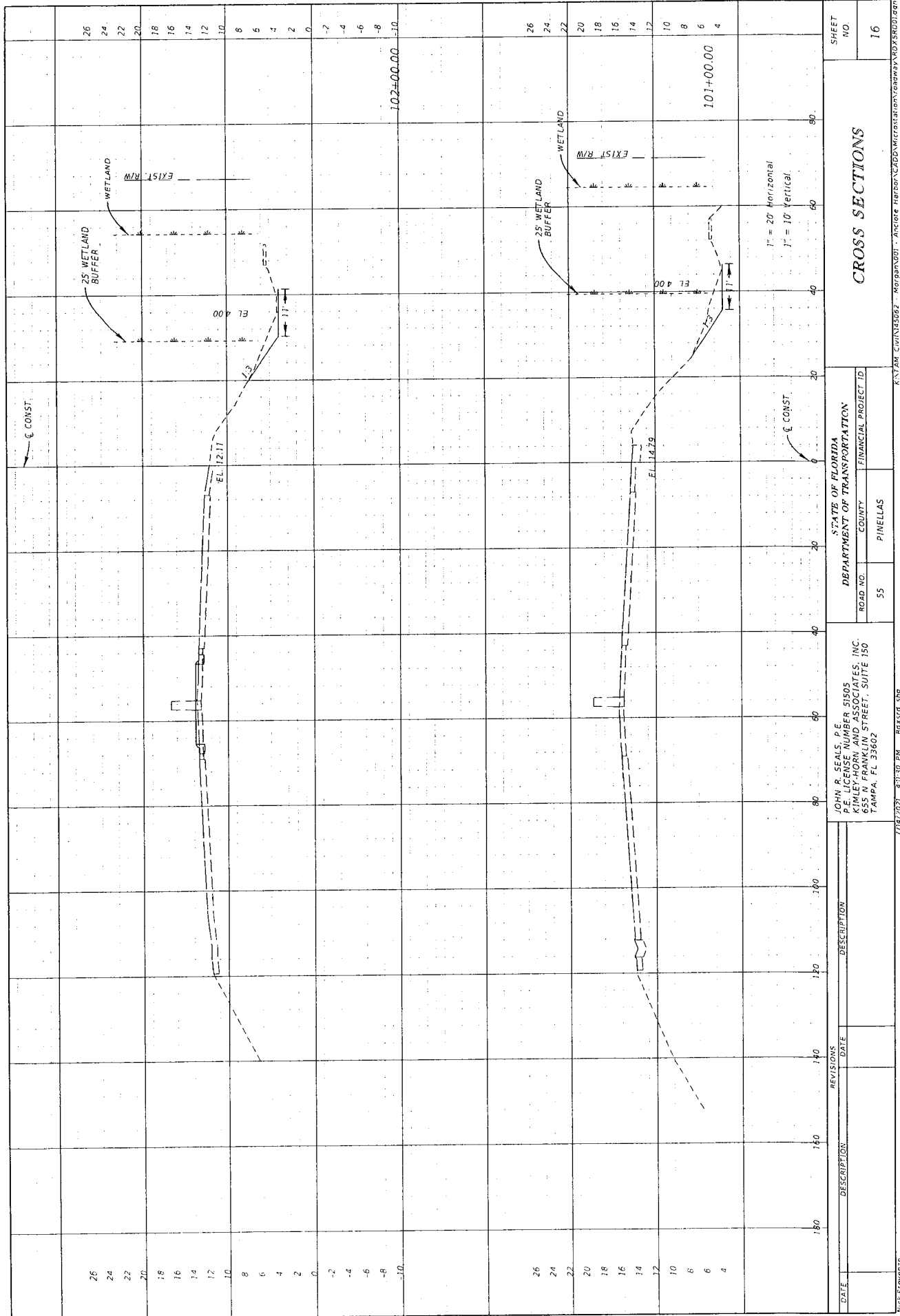
NICK PROVENZA

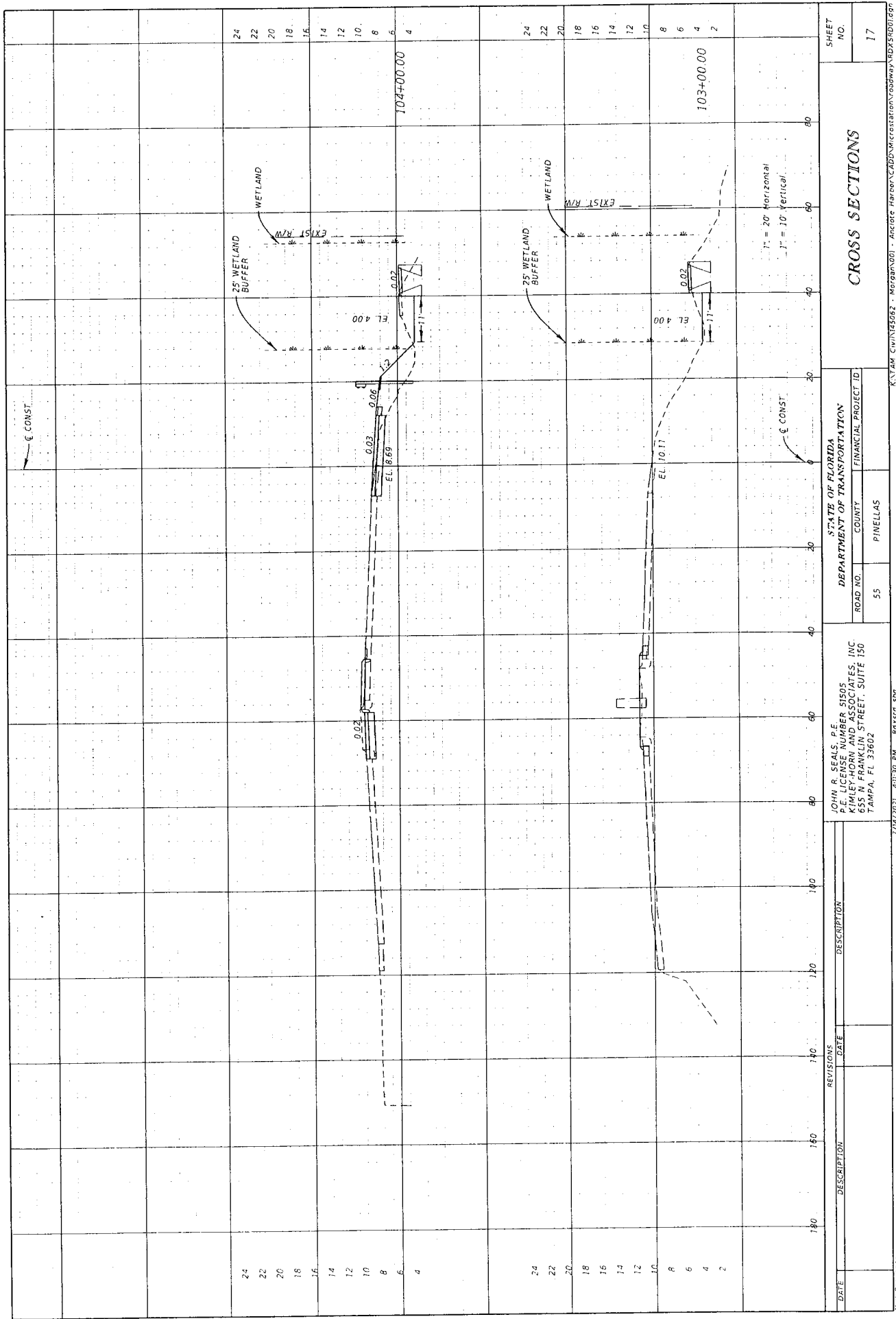
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

SHEET NO.

15

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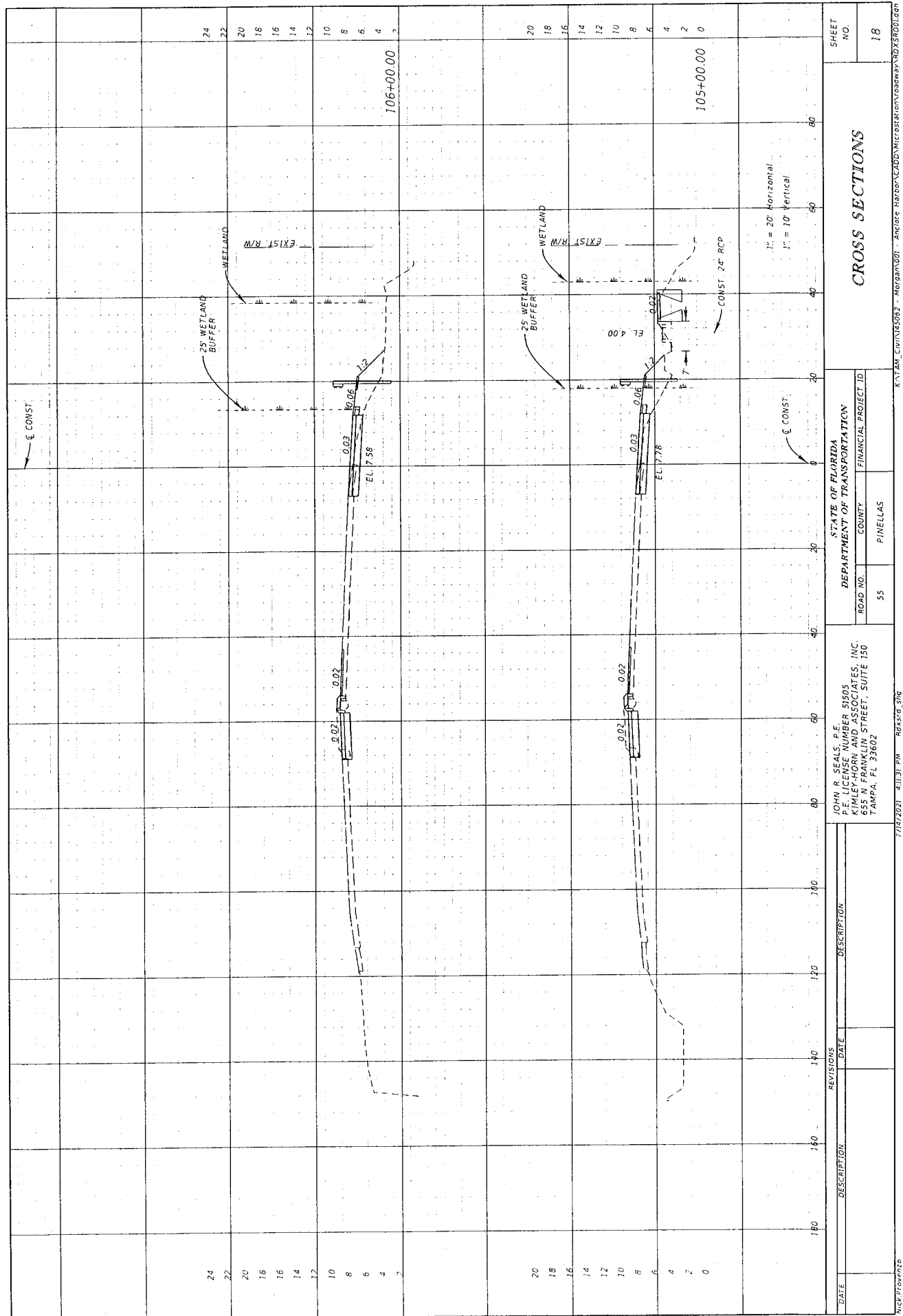


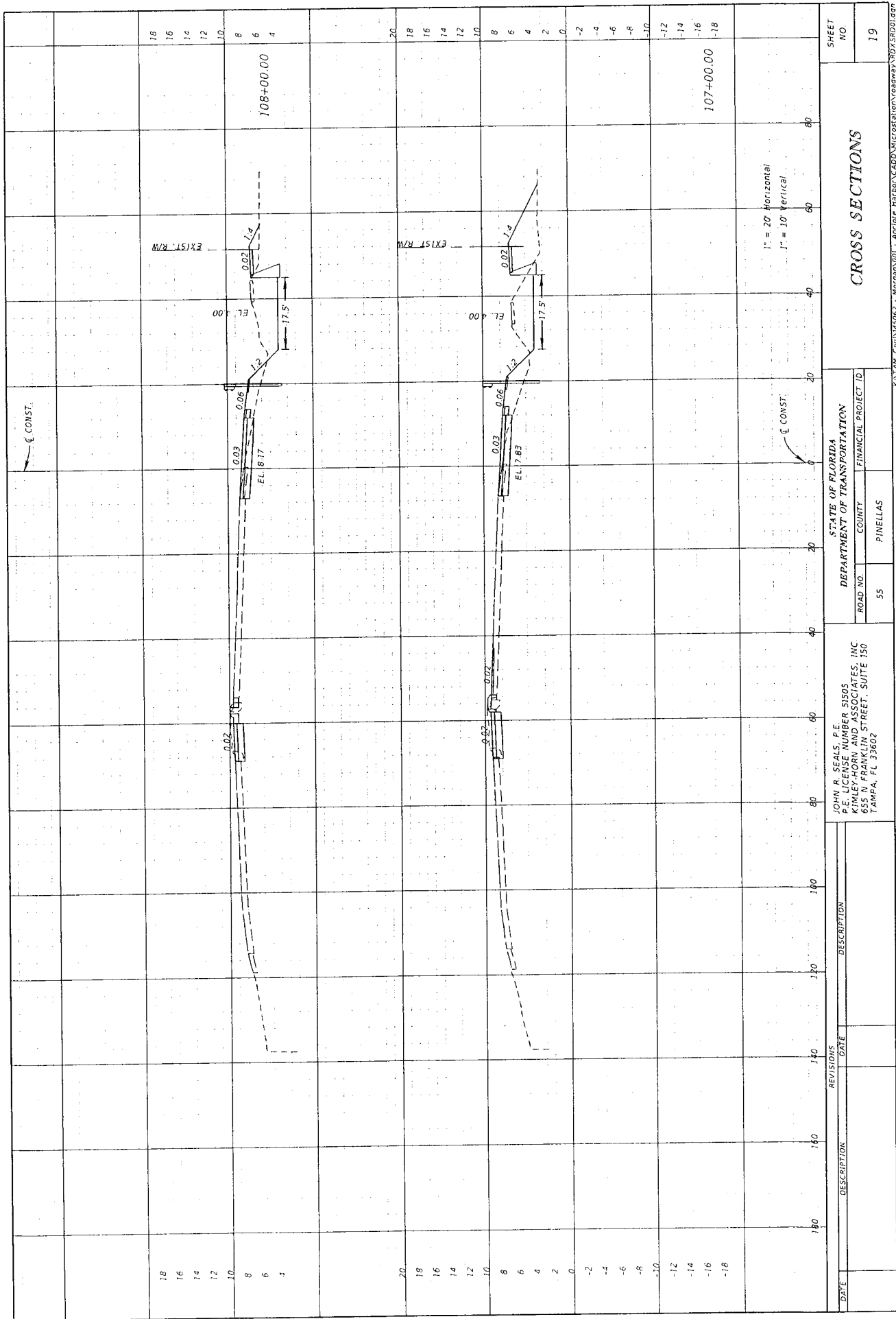
CROSS SECTIONS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. 55 COUNTY PINELLAS
FINANCIAL PROJECT ID

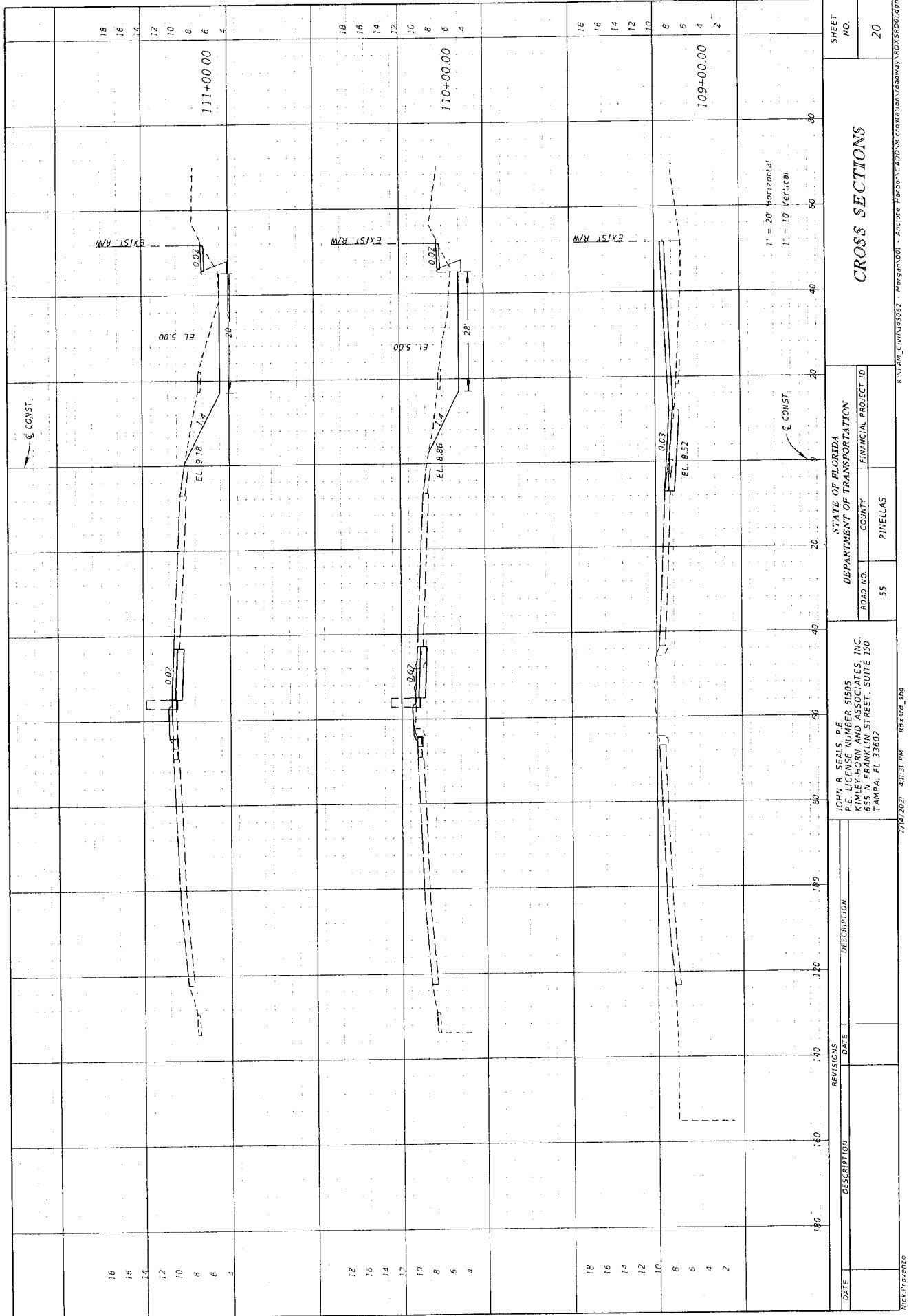
JOHN R. SEALS, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
655 N. FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
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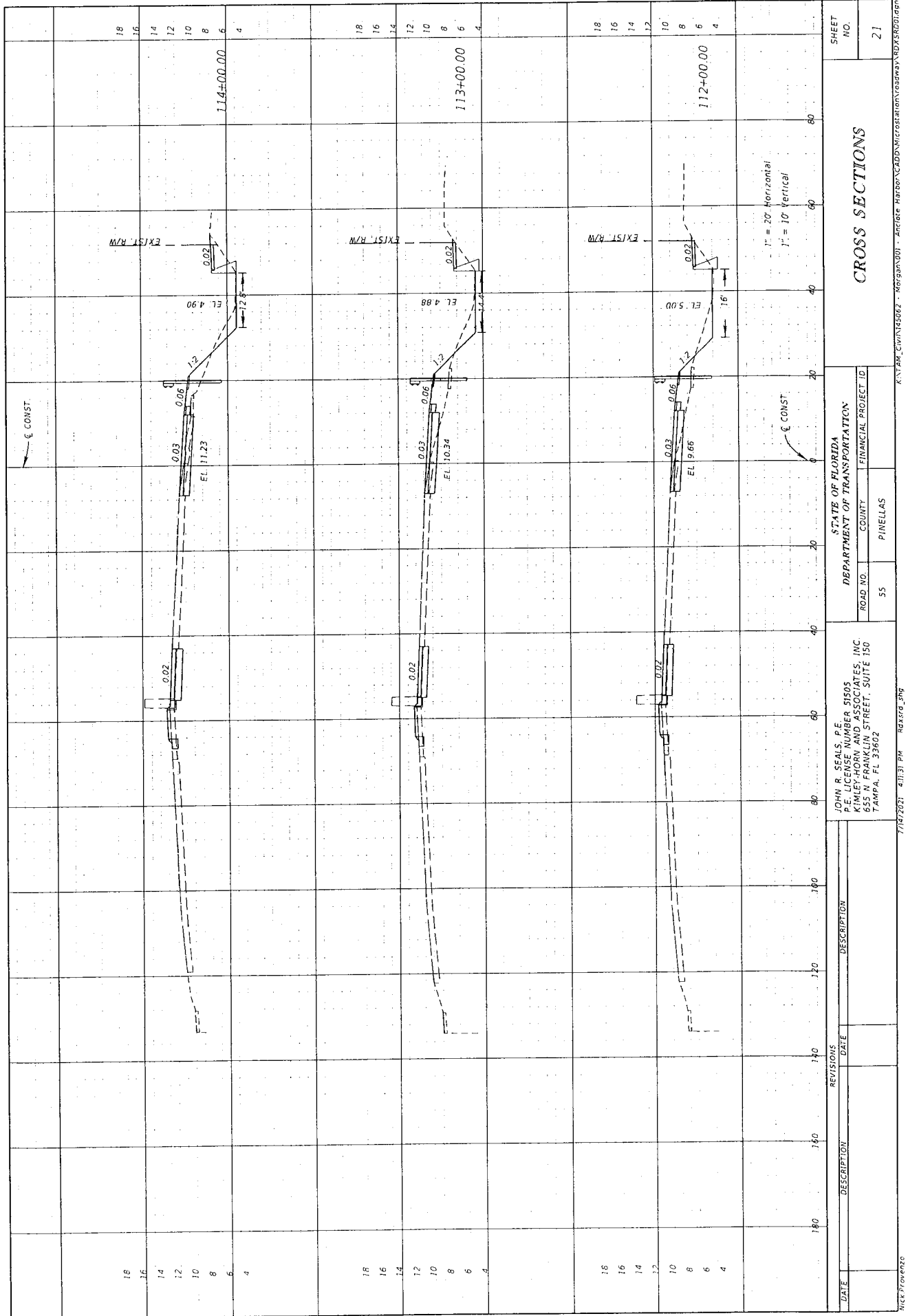
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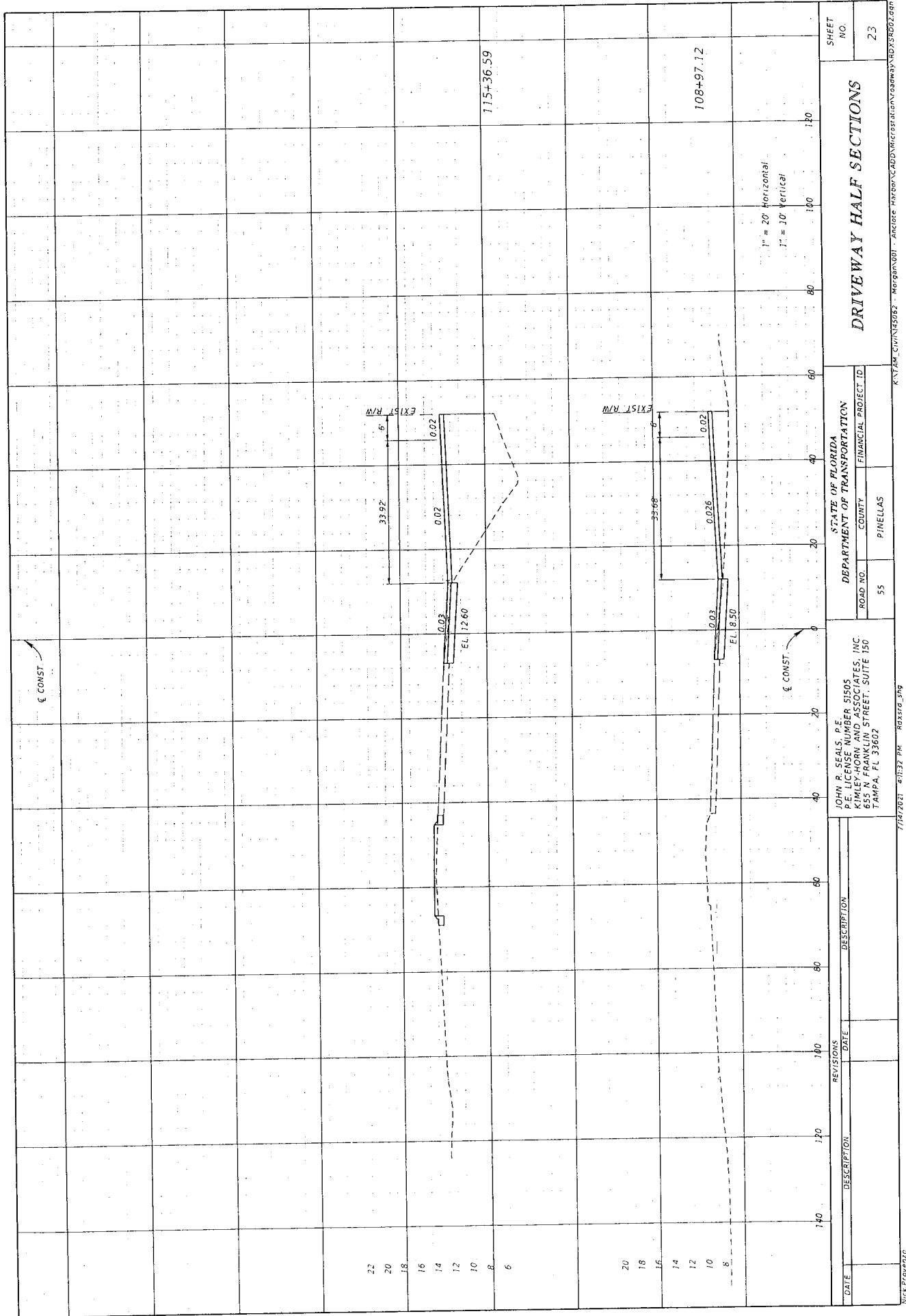


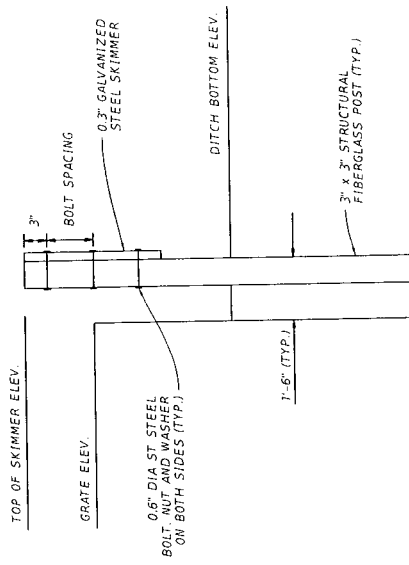
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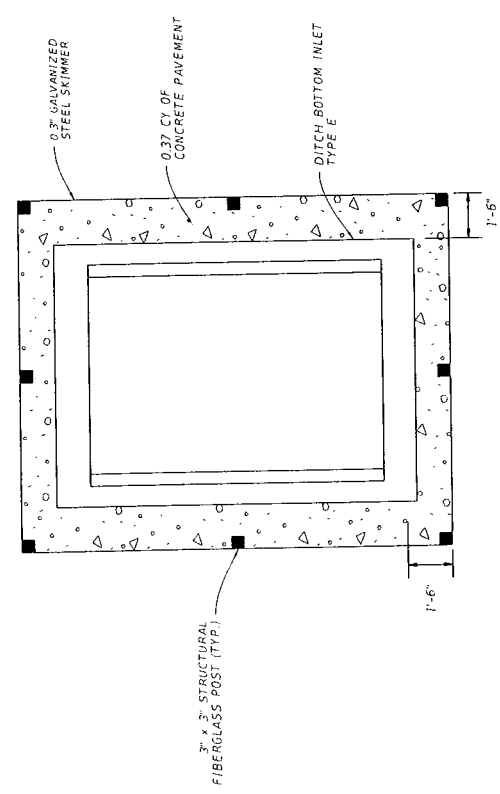


DATE		REVISIONS		JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES, INC. 855 HAWAIIAN STREET, SUITE 150 TAMPA, FL 33602		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		CROSS SECTIONS		SHEET NO.	
DESCRIPTION		DATE				ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
						55		PINELLAS			
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NICK FROVINO											





ELEVATION



PLAN

GENERAL NOTES:

1. HOT DIP GALVANIZE THE PANELS AND FLAT BARS AFTER FABRICATION.
3. COST OF SKIMMER TO BE INCLUDED IN THE COST OF STRUCTURE.
- J. SOD IS INCLUDED IN THE COST OF STRUCTURE.

STRUCTURE NUMBER	DITCH BOTTOM ELE. (FT)	GRATE ELE. (FT)	TOP OF SKIMMER ELE. (FT)	BOLT SPACING (IN)
S-100	4.00	5.1	5.6	3
S-105	5.00	5.9	6.4	3

DBI WITH SKIMMER

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		SHEET NO.	
ROAD NO.		COUNTY		NO.	
55		PINELLAS		24	
FINANCIAL PROJECT ID		DRAINAGE DETAIL			
VICTOR GALLO P.E. P.E. LICENSE NUMBER 75592 KIMLEY-HORN AND ASSOCIATES 189 SOUTH ORANGE AVE., SUITE 1000 ORLANDO, FL 32801					
DATE		REVISIONS		DESCRIPTION	
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SWPPP / EROSION CONTROL PLAN
PROJECT NAME: US 19 / ANCLOTE HARBOR

The Property Owner has implemented a site-wide SWPPP. The Contractor will be required to become a signatory to the site-wide SWPPP and to comply with all SWPPP provisions. The following narrative reflects basic elements of the site-wide Stormwater Pollution Prevention Plan and contains references to the FDOT Standard Specifications for Road and Bridge Construction (the "SS") and the FDOT Design Standards (2021) and other sheets of the construction plans. The first sheet of the construction plans (called the Cover Sheet) contains an index to the other sheets. The complete Stormwater Pollution Prevention Plan includes several items:

- complete narrative description,
- the documents referenced in this narrative,
- the Contractor's approved Erosion Control Plan required by Section 104 of the FDOT Standard Specifications for Road and Bridge Construction (latest edition) hereinafter referred to as the "Section 104 Erosion Control Plan" and
- reports of inspection made during construction.

1.0 SITE DESCRIPTION

1.a Nature of Construction Activity

The project is the streetscape improvements to US 19 from Fred Marquis Pinellas Trail to the Anclote River (approximately 0.30 miles) in Pinellas County, Florida. The project corridor is located in Section 06 and 07, Range 16, and Township 27. The proposed roadway improvements will consist of adding a northbound right-turn lane access driveway for the neighboring Anclote Harbor project, a left-turn lane in the median, and a southbound right-turn lane improvements to the storage swales and storm sewer systems are also proposed.

1.b Sequence of Major Soil Disturbing Activities

In the Section 104 Erosion Control Plan, the Contractor shall provide a detailed sequence of construction for all construction activities. The Contractor shall follow the sequence of major activities described below, unless the Contractor proposes a different sequence that is equal or better at controlling erosion and trapping sediment and is approved by the Engineer.

For each construction phase, install perimeter controls after clearing and grubbing necessary for installation of controls but before beginning other work for the construction phase. Remove perimeter controls only after all upstream areas are stabilized.

1. Clearing and grubbing, earthwork, and storm sewer construction for the roadway improvements.
2. Storm sewer construction. Construct the storm drain pipe in the upstream direction.
3. Earthwork associated with roadway, and construction of curb, subgrade, base, pavement, and sidewalk.

1.c Area Estimates:

Total project area: 8.0 Acres

Total area to be disturbed: 4.3 Acres

1.d Runoff Data

Runoff Coefficients:

Runoff Coefficient for Impervious Areas: $C = 0.95$

Runoff Coefficient for Pervious Areas: $C = 0.25$

Runoff Coefficient for Wet Areas: $C = 1.00$

1.e Soils Data:

The results of the soil borings along the roadway are shown in the Geotechnical Exploration documentation provided in the report.

1.f Outfall Information:

#1 Description: 2d MES
Location: N 28°09'33.1" W 82°44'24.6"

#2 Description: 18" MES
Location: N 28°09'33.4" W 82°44'24.7"

#3 Description: 18" ENDWALL
Location: N 28°09'43.7" W 82°44'24.5"

1.g Site Map:

The construction plans are being used as the site maps. The location of the required information is described below. The sheet numbers for the plan sheets referenced are identified on the Cover Sheet of these construction plans.

Approachable Slopes: The slopes of the site can be seen in the Cross Section Sheets, Plan Sheets and Profile Sheets.

Drainage Patterns: Refer to drainage maps.

Areas Of Soil Disturbance: The areas to be disturbed are indicated on the Plan Sheets, the Cross Section Sheets, and the Detail Sheets. Any area of new construction will be disturbed.

Areas Not To Be Disturbed: The areas not to be disturbed are the existing banks beyond the limits of construction with exceptions shown on the Plan Sheets.

Locations Of Temporary Controls: These are shown on the Erosion Control Plans.

Locations Of Permanent Controls: The sod stabilization is the primary permanent runoff/erosion controls. These are shown on the Traffic Control Plans and the Plan Sheets.

Areas To Be Stabilized: Temporary stabilization practices are shown in the same location as the temporary controls mentioned above. Permanent stabilization is shown on the Typical Section Sheets, the Plan Sheets and the Detail Sheets.

Discharge Points To Surface Waters: The discharge points are shown on the plan sheets.

1.h Receiving waters:

The storm sewer system and ponds being constructed as part of this project ultimately discharge to Anclote River.

2.0 CONTROLS:

2.a Erosion And Sediment Controls:

In the Section 104 Erosion Control Plan, the Contractor shall describe the proposed stabilization and structural practices based on the Contractor's proposed Traffic Control Plan. The following recommended guidelines are based on the Erosion Control Plans outlined in the construction plans. The Contractor may choose to accept the following guidelines or modify them in the Section 104 Erosion Control Plan, subject to approval of the Engineer. As work progresses, the Contractor shall modify the plan to adapt to seasonal variation, changes in construction activities, and the need for better practices.

- Install Sediment Barrier as shown on the Erosion Control Plans.
- Install and maintain portable toilets for sanitary waste.
- Install inlet protection around existing inlets where applicable, in accordance with Design Standard 102.
- Maintain and remove erosion control features according to SWPPP requirements.
- All fencing, grading, signing, grassing, and/or sodding shall be maintained during the contract life. All damaged work shall be restored as determined by the Engineer at no cost to the Department.

2.b Stormwater Management:

Contractor's work site fully complies with volume and water quality criteria as established in the site-wide SWPPP and all stormwater permits. Construction will be required to implement all necessary measures to ensure that stormwater runoff from Contractor's work site does not adversely impact other Contractor's or property. The Contractor must clean all new and existing storm structures and pipes of debris and sediments when construction is completed. In addition, Contractor must clean all off-site structures and pipes of sediment and debris, if these were the result of construction activity.

2.c Other Controls:

2.c.1 Waste Disposal:

In the Section 104 Erosion Control Plan, the Contractor shall describe the proposed methods to prevent the discharge of solid materials, including building materials, to any of the adjacent States. The proposed methods shall include at least the following, unless otherwise approved by the Engineer.

- Providing litter container and collection within the project during construction activities.
- Disposing of fertilizer or other chemical containers according to EPA's standard practices.
- Disposing of solid materials including building and construction materials off the project site but not in surface waters or wetlands.

2.c.2 Off-Site Vehicle Tracking & Dust Control:

In the Section 104 Erosion Control Plan, the Contractor shall describe the proposed methods for minimizing off-site vehicle tracking of sediments and generating dust. The proposed methods shall include at least the following, unless otherwise approved by the Engineer.

- Covering loaded haul trucks with tarps.
- Removing excess dirt from paved areas daily.
- Using roadway sweepers during dust generating activities such as excavation and milling operations.

2.c.3 State and Local Regulations For Waste Disposal, Sanitary Sewer, Or Septic Tank Regulations:

In the Section 104 Erosion Control Plan, the Contractor shall describe the proposed procedures to comply with applicable state and local regulations for waste disposal, and sanitary sewer or septic systems.

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		STORMWATER POLLUTION PREVENTION PLAN (01)		SHEET NO. 25
ROAD NO. 55		COUNTY PINELLAS		FINANCIAL PROJECT ID		
JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		17/10/2021 4:13:34 PM		Default		

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

NECK PROVINCE

In the Section 104 Erosion Control Plan, the Contractor shall describe the procedures for applying fertilizers and pesticides. The proposed procedures shall comply with applicable subsections of either Section 570 or 577 of the Specifications.

In the Section 104 Erosion Control Plan, the Contractor shall provide to the Engineer and the Owner's Representative current copies of Safety Data Sheets (SDS's) for all toxic/hazardous substances and materials that Contractor plans to use on the job and provide a plan addressing the generation, application, migration and storage of these substances. Contractor to categorize, label and temporarily store all waste toxic/hazardous substances for further management and disposal by Property Owner. Contractor will be charged for Owner's costs to manage and dispose of all hazardous and regulated substances.

SWFWMD Environmental Resource Permit
NPDES

In the Section 104 Erosion Control Plan, the Contractor shall provide a plan for maintaining all erosion and sediment controls throughout construction. The maintenance plan shall at a minimum, comply with the following.

Stabilized construction entrances shall be maintained to prevent clogging of rock bedding which may impede the usefulness of the structure.

The Contractor shall inspect the following items at least once every seven calendar days and within a minimum of 24 hours of the end of a stormwater event. The Contractor shall inspect and record the following items: stormwater controls, silt fences, sediment traps, erosion control measures, and stormwater management practices. The Contractor shall install and maintain rain gauges to record daily rainfall. Where sites have been permanently stabilized, inspections shall be conducted at least once every month. The Contractor shall also inspect that controls installed in the field agree with the latest Stormwater Pollution Prevention Plan.

- Areas used for storage of materials that are exposed to precipitation.
- Structural controls.

Stormwater management systems

The Contractor shall initiate repairs within 24 hours of inspections that indicate items are not in good working order.

in the Section 104 Erosion Control Plan, the Contractor shall identify all anticipated non-stormwater discharges (except flows from fire fighting activities). The Contractor shall describe the proposed measures to prevent pollution of these non-stormwater discharges, such as:

The Contractor shall develop in Section 104 a dust control plan and remedial action to correct any malfunctioning measures.

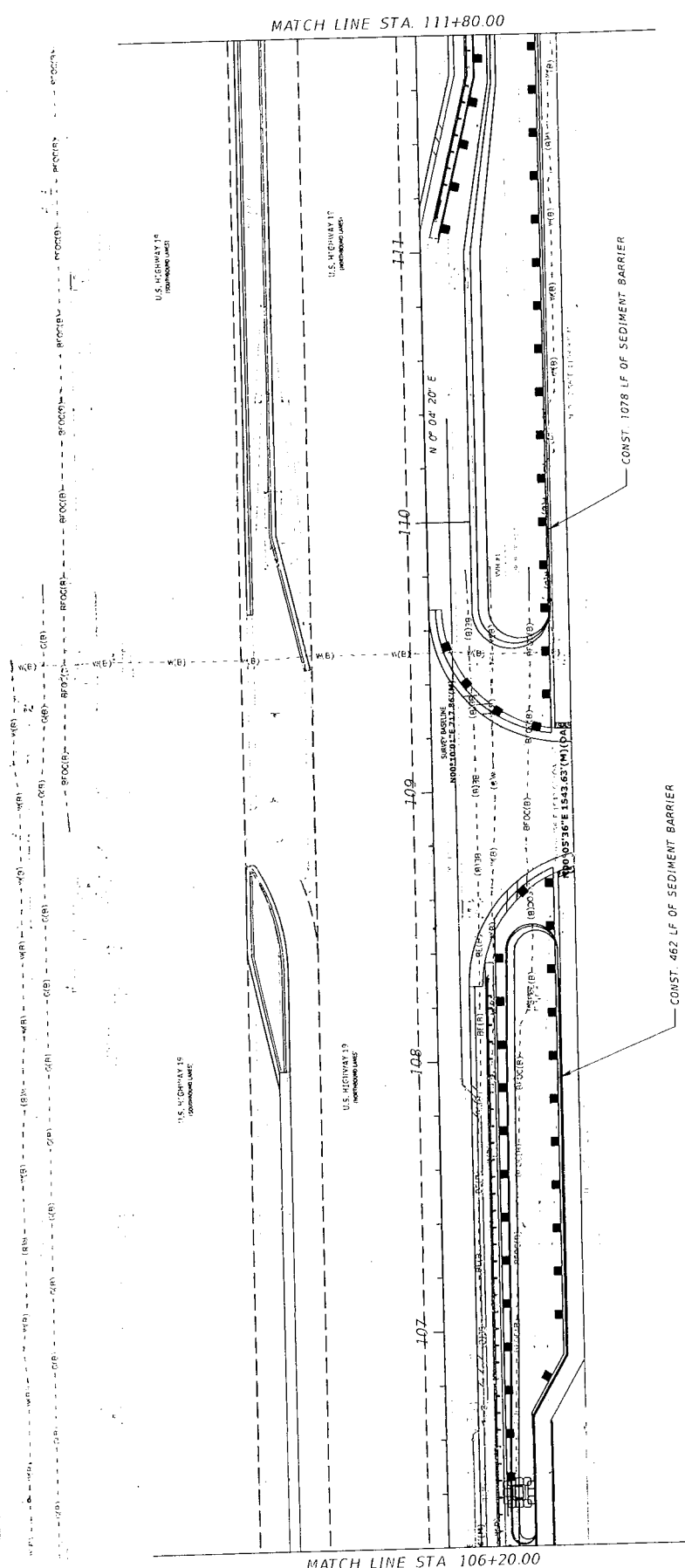
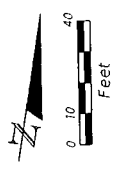
The Contractor shall develop in Section 104 Erosion Control Plan an effective plan to control equipment washout and other erosive conditions from equipment cleaning processes, and remedial action to correct any malfunctioning measures.

The Contractor shall develop in Section 104. Closure Contingency an effective plan to control in the event any hazardous materials should spill. Contractor to immediately notify the Engineer and Owner's Representative in the event of any release or spill of a hazardous material or regulated substance. Contractor to take all appropriate immediate steps to minimize the impact of such release or spill if it is safe to do so. Owner will direct all subsequent remedial actions.

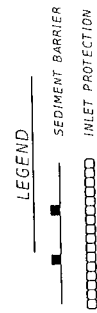
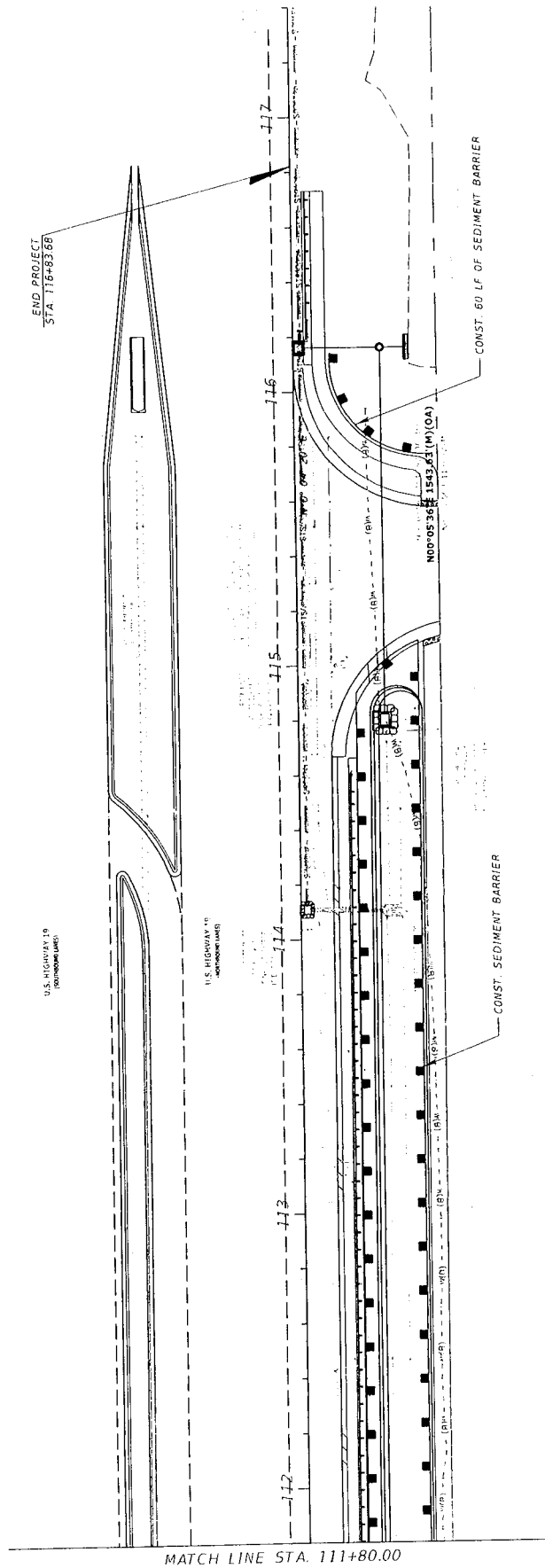
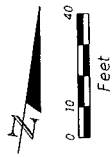
an effective plan to control or contain the event and its consequences should spill. Contractor to immediately notify the Engineer and Owner's Representative in the event of any release or spill of a hazardous material or regulated substance. Contractor to take all appropriate immediate steps to minimize the impact of such release or spill if it is safe to do so. Owner will direct all subsequent remedial actions.

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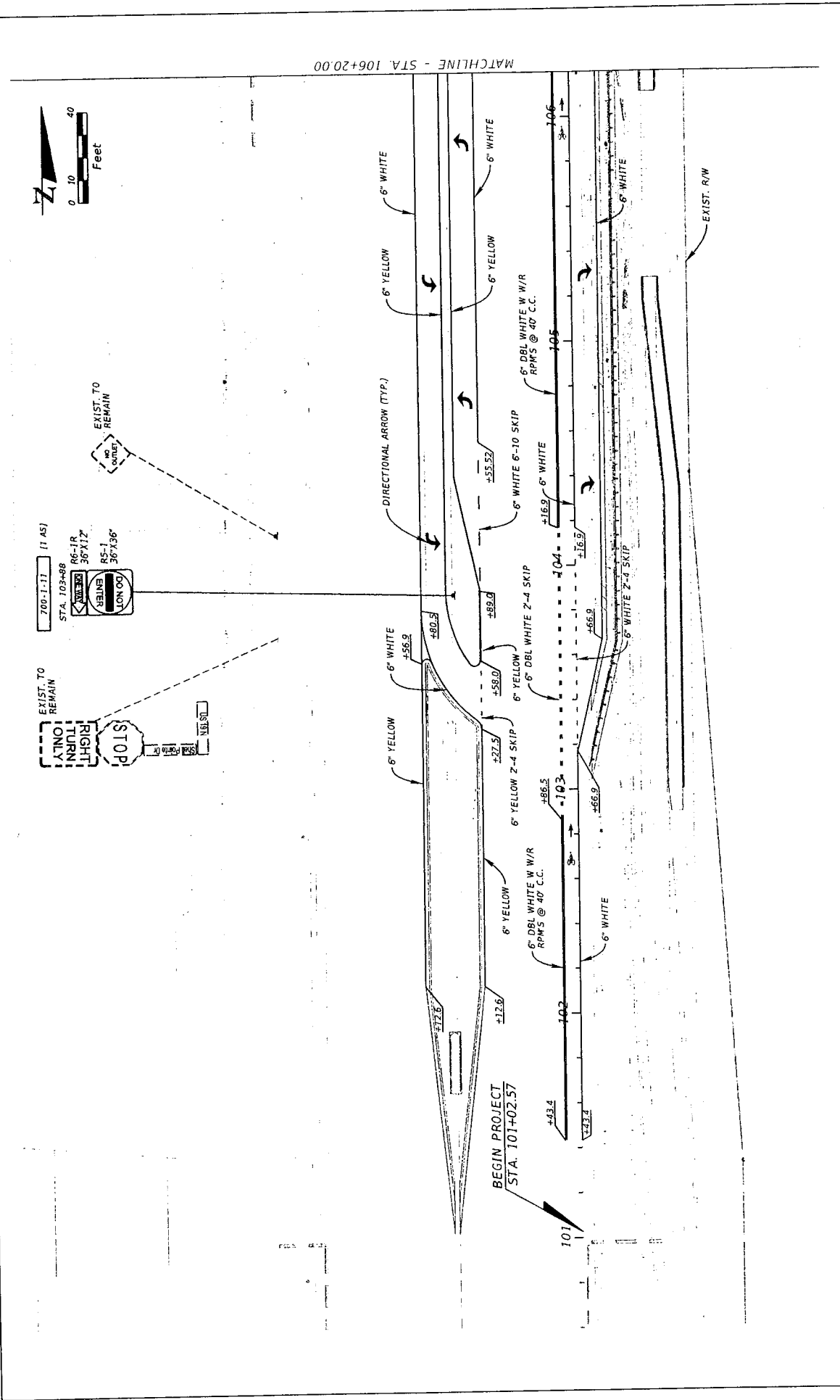
all appropriate immediate steps to minimize the impact on society in the event of a release or spill if it is safe to do so. Owner will direct all subsequent remedial actions



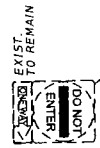
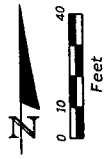
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ROAD NO.		COUNTY		FINANCIAL PROJECT ID		28
55		PINELLAS				
JOHN R. SEALS, P.E.		P.E. LICENSE NUMBER 51505				
KIMLEY-HORN AND ASSOCIATES		655 NORTH FRANKLIN STREET, SUITE 150				
TAMPA, FL 33602						
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Nick Provenzo						



DATE		REVISIONS		DESCRIPTION	
JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES 635 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602					
STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		EROSION CONTROL PLAN (03)	
ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
SS		PINELLAS			
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				29	

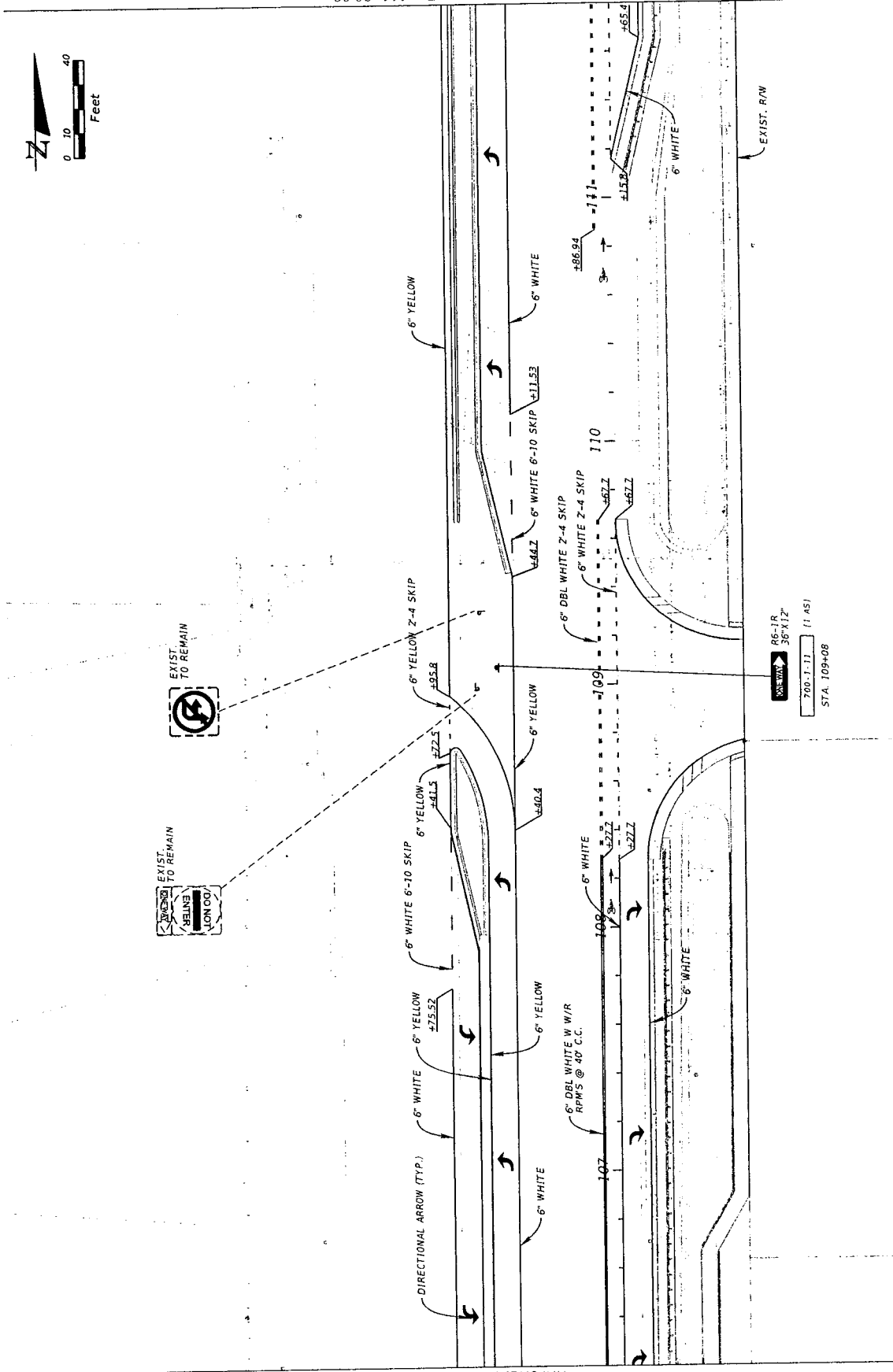


SIGNING AND PAVEMENT MARKING PLAN (1)		SHEET NO. 30	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. COUNTY FINANCIAL PROJECT ID	
ROAD NO. 55		COUNTY PINELLAS	
JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 5105 KIMBLE-HORN AND ASSOCIATES 655 NORTH WALKER STREET, SUITE 150 TAMPA, FL 33602		DATE 7/14/2017 4:27:23 PM	
DATE	DESCRIPTION	REVISIONS	DATE



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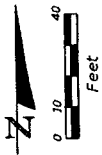
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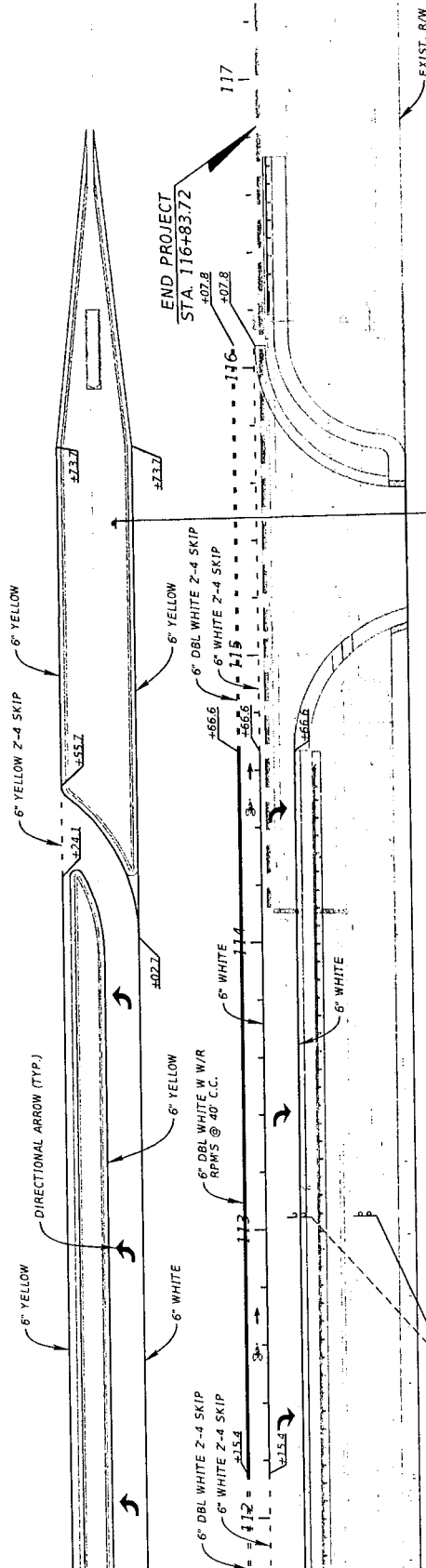
R6-1R
 36"x12"
 700 1-11 (1 AS)
 STA. 109+08

DATE DESCRIPTION REVISIONS DATE		JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 55 COUNTY PINELLAS		FINANCIAL PROJECT ID KXTAN_CIVIL03502 - Morgan JDI - Andree Harbor CADDWORK REGIONAL SIGNING PLANS 002 400		SHEET NO. 31
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MATCHLINE - STA. 111+80.00



Beckett Way
NEXT SIGNAL

TO BE RELOCATED
700-2-50 [1 AS]
STA. 113+05

86-1P
58' X 12'
700-1-11 [1 AS]
STA. 115+47

SIGNING AND PAVEMENT MARKING PLAN (3)		SHEET NO. 32
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FINANCIAL PROJECT ID
ROAD NO. 55	COUNTY PINELLAS	
JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		K:\TAM_CADD\N45052 - Morgan\001 - Arctote Harbor\N45052\Signing\PLAN503.dgn
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REVISIONS	DESCRIPTION	DATE

TEMPORARY TRAFFIC CONTROL PLAN GENERAL NOTES

1. FOR WORK WITHIN FOOT RIGHT-OF-WAY, THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN PREPARED UNDER THE DIRECTION OF, AND SIGNED AND SEALED BY, A LICENSED FLORIDA PROFESSIONAL ENGINEER WHO IS EXPERIENCED IN PREPARING TRAFFIC CONTROL PLANS AND WHO IS CERTIFIED PER FDOT PROCEDURE, TOPIC NO. 625-010-010
2. FOR WORK WITHIN FOOT RIGHT-OF-WAY, THE FDOT REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY, OR CONTRACTOR EMPLOYEE(S) DESIGNING, INSTALLING, OR MAINTAINING THE APPROVED MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH DEPARTMENT PROCEDURE, TOPIC NO. 625-010-010.
3. ALL TEMPORARY TRAFFIC CONTROL DEVICES FOR THE FOLLOWING FACILITIES SHALL BE DESIGNED AND INSTALLED TO MEET THE EXISTING POSTED SPEEDS AS STATED FOR ALL TRAFFIC CONTROL PHASES
SR 55 / US 19
55 MPH

DATE		REVISIONS		DESCRIPTION		JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 55556 KIMLEY-HORN AND ASSOCIATES 655 NORTH PARKWAY, SUITE 150 TAMPA, FL 33602		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 55 COUNTY PINELLAS FINANCIAL PROJECT ID		TEMPORARY TRAFFIC CONTROL PLAN		SHEET NO. 33
K:\TAM_Civil\145082 - Norbay\DOT - Ancote\TAM_CAD\SWING\OTR\CONV\08BWAY\TC\CONV\01.dgn												
7/12/2021 4:12:47 PM Default												
Nick Provenzo												

POLE DATA

POLE NO.	CIRCUIT	STATION & OFFSET	ARM LENGTH	LUMINAIRE WATTAGE	MOUNTING HEIGHT	POLE SETBACK
EX-1	B-2	104+79.25' RT	EXIST.	EXIST.	EXIST.	11.5'
EX-2	B-2	106+71.25' RT	EXIST.	EXIST.	EXIST.	11.5'
EX-3	B-2	108+28.25' RT	EXIST.	EXIST.	EXIST.	11.5'
EX-4	B-2	113+14.25' RT	EXIST.	EXIST.	EXIST.	11.5'
EX-5	B-2	114+60.25' RT	EXIST.	EXIST.	EXIST.	11.5'

SYMBOLS



LEGEND
DESCRIPTION

EXISTING LIGHT POLE TO BE RELOCATED

EXISTING LIGHT POLE TO REMAIN

2" SCHEDULE 40 PVC CONDUIT, OPEN TRENCH, EXTEND CONDUIT BEYOND EDGE OF PAVEMENT TO PULL BOXES, RUN ONE (1) COPPER BOND CONDUCTOR INSIDE CONDUIT WITH OTHER CONDUCTORS

2" SCHEDULE 40 CONDUIT, DIRECTIONAL BORED, EXTEND CONDUIT BEYOND EDGE OF PAVEMENT TO PULL BOXES, RUN ONE (1) COPPER BOND CONDUCTOR INSIDE CONDUIT WITH OTHER CONDUCTORS

EXISTING CONDUIT AND CONDUCTORS TO REMAIN

EXISTING CONDUIT AND CONDUCTORS TO BE REMOVED

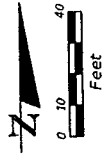
PROPOSED LIGHTING PULL BOX WITHOUT CONCRETE PAD, PER FOOT INDEX, FOR SPECIFICATIONS SEE SECTION 635 OF STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

PULL BOX TO REMAIN

LIGHTING GENERAL NOTES

1. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR AND THE UTILITY OWNERS DURING CONSTRUCTION.
2. USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
3. NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA INC. (1-800-432-4770) AND UTILITY OWNERS LISTED ON THE ROADWAY PLAN GENERAL NOTES 2 FULL BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
4. ALL PROPOSED PULL BOXES SHALL BE 13"x24" UNLESS OTHERWISE STATED IN THE PLANS.
5. NOTIFY POWER COMPANY AT LEAST 48 HOURS PRIOR TO ANY INSTALLATION THAT IS WITHIN 10 FEET OF ENERGIZED ELECTRICAL CONDUCTORS. AT ITS OPTION, THE POWER COMPANY SHALL COVER UP OR DE-ENERGIZED CONDUCTORS AT INSTALLATION SITE. TAKE ALL NECESSARY PRECAUTIONS AS NECESSARY. EXTREME CAUTION SHALL BE EXERCISED IN ALL WORKS IN PERFORMANCE OF WORK AROUND THE PRIMARY HIGH VOLTAGE COMPONENTS. PERFORM WORK IN ACCORDANCE WITH OSHA STANDARDS.
6. GOVERNING SPECIFICATIONS: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS CURRENT EDITION.
7. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS, LATEST REVISION.
8. ALL ELECTRICAL WORK SHALL MEET ALL REQUIREMENTS OF THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE AND THE CURRENT EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE. ALL COMPONENTS SHALL BE PROPERLY GROUND AND BONDED PER N.E.C. REQUIREMENTS.

DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		POLE DATA, LEGEND AND GENERAL NOTES		SHEET NO. L-1	
										ROAD NO. 55		COUNTY PINELLAS		K:\PLAN_Civil\142062 - Morgan\001 - Ancible Harbor\CADD\Microstation\Night\mvp\LD L-1.dgn	



EXIST. R/W

EXIST. R/W

US 19

MATCHLINE - STA. 106+20.00

BEGIN LIGHTING
STA. 102+84.00

EXIST. CONDUIT AND CONDUCTORS
TO REMAIN (EXIST. CKT B-2)

US 19

2-#6 AWG (EXIST. CKT B-2)
1-#6 GND
1-#6 GND
193' RUN

RELOCATE EXIST. LIGHTPOLE TO
STA. 104+79.25 RT.
POLE EX-1, EXIST. CKT B-2

US 19

EXIST. CONDUIT AND CONDUCTORS
TO BE REMOVED

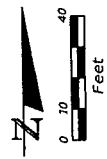
SPlice PROPOSED CIRCUITRY
INTO EXISTING LIGHTING
SYSTEM (EXIST. CKT B-2)

EXIST. CONDUIT AND CONDUCTORS
TO BE REMOVED

2-#6 AWG (EXIST. CKT B-2)
1-#6 GND
1-#6 GND
193' RUN
2-2" PVC (EXIST. CKT B-2)
2 RUNS @ 193' RUN

EXIST. R/W

REVISIONS		STATE OF FLORIDA		LIGHTING PLAN (1)		SHEET NO.
DATE	DESCRIPTION	DEPARTMENT OF TRANSPORTATION				
		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
		SS	PINELLAS			L-2
		JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		K:\74110201_41310 PM_04.dwg 7/14/2021 4:13:10 PM DWG		



EXIST. R/W

EXIST. R/W

US 19

EXIST. CONDUIT AND CONDUCTORS
TO BE REMOVED

RELOCATE EXIST. LIGHTPOLE TO
STA. 106+71.25 RT.
POLE EX-2, EXIST. CKT B-2

RELOCATE EXIST. LIGHTPOLE TO
STA. 108+28.25 RT.
POLE EX-3, EXIST. CKT B-2

EXIST. CONDUIT AND CONDUCTORS
TO BE REMOVED

CONST US 19

US 19

EXIST. R/W

MATCHLINE - STA. 111+80.00

MATCHLINE - STA. 106+20.00

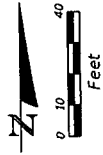
LIGHTING PLAN (2)

REVISIONS		STATE OF FLORIDA		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	NO.	
JOHN R. SEALS, P.E. P.E. LICENSE NUMBER 51805 KIMLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		DEPARTMENT OF TRANSPORTATION		L-3	
		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
		55	PINELLAS		

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NICE PAPER 20



EXIST. R/W

US 19

END LIGHTING
STA. 116+07.00

US 19
112
EXIST. CONDUIT AND CONDUCTORS
TO BE REMOVED

RELOCATE EXIST. LIGHTPOLE TO
STA. 113+14.25 RT
POLE EX-4, EXIST. CKT B-2

US 19
115
CONST US 19

RELOCATE EXIST. LIGHTPOLE TO
STA. 114+60.25 RT
POLE EX-5, EXIST. CKT B-2

116

117

EXIST. CONDUIT AND CONDUCTORS
TO REMAIN (EXIST CKT B-2)

EXIST. CONDUIT AND CONDUCTORS
TO BE REMOVED

2-#6 AWG (EXIST CKT B-2)
1-#2 PVC
130'-RUN

2-#6 AWG (EXIST CKT B-2)
1-#6 GND
1-#2 PVC
145'-RUN

2-#6 AWG (EXIST CKT B-2)
1-#6 GND
1-#2 PVC
130'-RUN

MATCHLINE - STA. 111+80.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		LIGHTING PLAN (3)		SHEET NO.
ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-4
55	PINELLAS			
JOHN P. SEARS, P.E. P.E. LICENSE NUMBER 51505 KIMLEY-HORN AND ASSOCIATES 655 NORTH FRANKLIN STREET, SUITE 150 TAMPA, FL 33602		K:\TAM_Civil\43082 - Morgan\001 - Ancoche Harbor\CAD\Drawings\Lighting\PLAN\03.dgn		
DATE	REVISIONS	DESCRIPTION	DATE	DESCRIPTION

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Resolution 2021-60 Exhibit D

Bio-Tech Consulting Inc.
Environmental and Permitting Services

info@bio-techconsulting.com
www.bio-techconsulting.com

October 13, 2021

Harvey Gonzalez
Morgan Group
2750 NW 3rd Avenue, Suite 2
Miami, FL 33127

Proj: Anclote Harbor Site – Pinellas County, Florida
(BTC File #1119-03)
Re: Wetland and Upland Buffer Enhancement Plan

Dear Mr. Gonzalez:

Based on the site plan provided by Kimley Horn, the Anclote Harbor Project Site is proposing to impact two isolated wetland systems (0.78 acres and 0.14 acres) that total 0.92 acres. A Unified Mitigation Assessment Methodology (UMAM) evaluation has been conducted on the proposed wetland impacts that require mitigation, as well as the enhancement of the remaining post-development on-site wetlands (22.08 acres). The UMAM evaluation calculated a 0.39 functional loss with the proposed direct wetland impacts and a 1.77 functional gain with the on-site wetland enhancement. Therefore, the proposed wetland impacts should be more than offset with the on-site wetland enhancement activities. The following provides details to the proposed wetland enhancement plan:

BEST MANAGEMENT PRACTICES *ANCLOTE RIVER WATERSHED MANAGEMENT PLAN*

Section 5.2 - Natural System Enhancement East of US Highway 19 North within the Anclote River Watershed Management Plan (ARWMP) provides recommendations for Best Management Practices (BMP's) that will be followed and/or have already been provided. These recommendations include,

- Mapping and ecological assessment of the existing natural systems.
(Please see *Environmental Assessment*)
- Confirmation of bald eagle nest location and activity of the nest by Florida Fish and Wildlife Conservation Commission.
(Please see *Environmental Assessment*)

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

Tampa Office
6011 Benjamin Road
Suite 101 B
Tampa, FL 33634

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

**Aquatic & Land
Management Operations**
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

Orlando

Vero Beach

Jacksonville

Tampa

Key West

- Identification of area for improved habitat and scenic view, including removal of Brazilian pepper and selective planting of appropriate vegetation.
 (This document provides information for above recommended BMP)

WETLAND ENHANCEMENT

In order to enhance and restore the 22.08 acres of on-site wetlands and associated upland buffers in the post-development condition, an initial maintenance event will be implemented with the goal of elimination of existing exotic vegetative species. Once maintenance activities have eliminated the exotic vegetation, the wetlands and upland buffers will then be planted with the following species, See Tables 1 & 2 below:

Table 1. Wetland Enhancement Plantings.

Species	# Planted	Size	Centers
Canopy			
Red Maple (<i>Acer rubrum</i>)	1,143	15-gallon	20'
Slash Pine (<i>Pinus elliottii</i>)	1,143	15-gallon	20'
Bald Cypress (<i>Taxodium distichum</i>)	2,093	15-gallon	15'
Sweet Gum (<i>Liquidambar styraciflua</i>)	300	15-gallon	20'
Sea Grape (<i>Coccoloba uvifera</i>)	300	15-gallon	20'

Table 2. Buffer Enhancement Plantings.

Species	# Planted	Size	Centers
Canopy			
Southern Magnolia (<i>Magnolia grandiflora</i>)	536	15-gallon	10'
Slash pine (<i>Pinus elliottii</i>)	536	15-gallon	10'
Sweetgum (<i>Liquidambar styraciflua</i>)	200	15-gallon	10'

All trees will be 15-gallon specimens and average caliper size of 2".

No herbaceous plantings are proposed with this enhancement plan. However, the enhancement areas will be maintained to promote the natural recruitment of native desirable species, including herbaceous groundcover.

ENHANCEMENT MAINTENANCE

Maintenance of the enhancement areas will consist of hand-removal and non-restricted use herbicide application. All exotic woody species will be cut at the stump and treated with an

appropriately rated herbicide. The cut material will be removed from the enhancement area. Off-site and brought to an appropriate dump site. This will be conducted by hand specifically to not impact any native species and/or their root systems. No heavy equipment will be used within the drip line of native trees to remain post development. The maintenance will be conducted monthly for the first two (2) years, and quarterly for the last three (3) years to ensure that the level of exotic and/or noxious vegetation (as defined by the Florida Exotic Pest Plant Council) present within the enhancement areas does not exceed 10% aerial coverage between maintenance activities and exotic vegetation is less than 5% total aerial coverage. Once the enhancement area has been released for required monitoring the area will be perpetually maintained to maintain the success levels identified in the success criteria below.

ENHANCEMENT MONITORING

The wetland and upland buffer enhancement areas will be monitored on a semi-annual basis to verify the survivorship of the planted species and ensure the exotic coverage is below the required threshold. Additionally, these areas will be placed under a conservation easement dedicated to the SWFWMD.

The monitoring will consist of quantitative and general qualitative observations in the wetland and upland buffer enhancement areas. A Baseline monitoring event will be conducted after the proposed plantings are installed and will include photographs of the enhancement areas. The Baseline Monitoring Report will be submitted to the City of Tarpon Springs and SWFWMD. A summary of the bi-annual data collected will be included in an annual report submitted to SWFWMD and the City of Tarpon Springs each year. The recorded data obtained from the vegetative monitoring will be provided in report form and will be submitted on an annual basis. Reports will include the following:

- A. The dates and time of the monitoring event.
- B. The person responsible for performing the measurements.
- C. The analytical techniques or methods utilized.
- D. The results of such analyses including:
 - 1. Status of invader species
 - 2. Coverage by wetland and FACW vegetation.
 - 3. Survivorship of the planted species.
 - 4. Groundcover photographs from established photo stations.

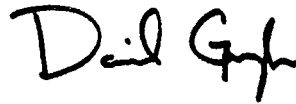
In addition to the vegetative portion of the monitoring to be conducted, wildlife information will also be gathered and described in the report.

SUCCESS CRITERIA

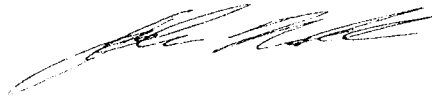
The success criteria for the wetland and upland buffer enhancement areas will consist of greater than 85 percent survivorship of planted species, 90 percent coverage by desirable species, and less than 5 percent areal coverage by exotic species in the enhancement areas after five (5) years.

Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,



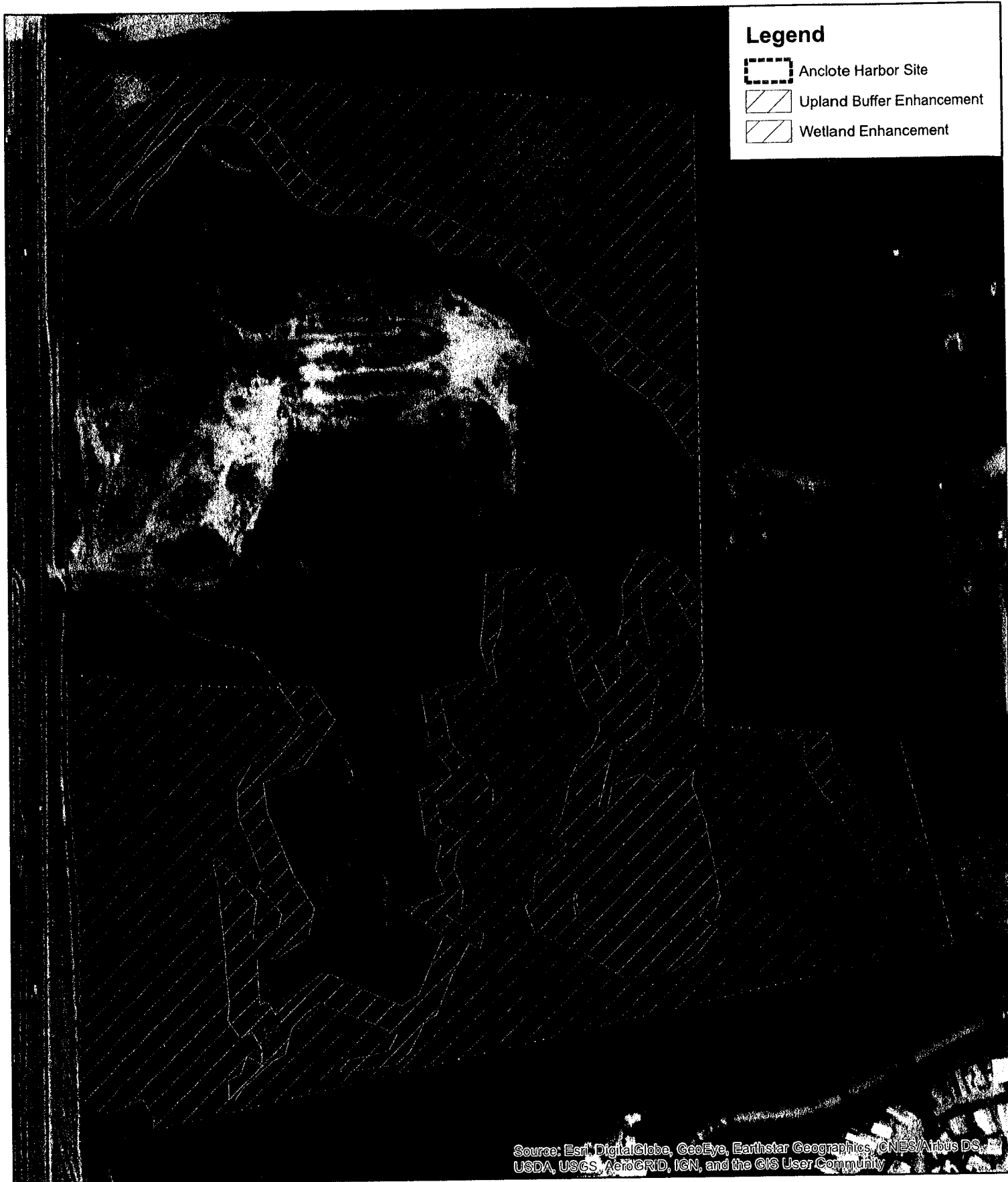
Daniel Gough
Project Manager



John Miklos
President

Attachments:

Enhancement Areas Map
Tree Replanting Areas Map
Analysis of Potential Topographic Alteration



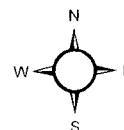
Legend

-  Anclote Harbor Site
-  Upland Buffer Enhancement
-  Wetland Enhancement

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Anclote Harbor Site
Pinellas County, Florida
Enhancement Areas



290 Feet
Project #: 1119-03
Produced By: JDH
Date: 7/21/2021

Legend

-  Anclole Harbor Site
-  Wetland Tree Planting Areas (12.1 acres)
-  Buffer Tree Plantings (5.84 acres)

Tree Planting Legend

Wetland Plantings (12.1 acres):

Bald Cypress – 15' centers = 2,343 trees
 Red Maple – 20' centers = 1,318 trees
 Slash Pine – 20' centers = 1,318 trees

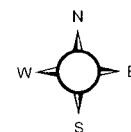
Upland Buffer Plantings (5.84 acres):

Slash Pine – 10' centers = 636 trees
 Southern Magnolia – 10' centers = 636 trees

Total of 6,251 trees

Source: Esri, DigitalGlobe,
 USDA, USGS, AeroGRID

Anclole Harbor Site
 Pinellas County, Florida
 Tree Replanting Areas



370

 Feet

Project #: 1119-03

Produced By: JDH

Date: 7/7/2021

Anclore Harbor

Analysis of Potential for Topographic Alteration of Enhancement Areas

This document had been created to address the potential for restoration of the Mitigation/Enhancement areas to what historically appears to have been a shallow marine salt water marsh system. Specifically, the City of Tarpon Springs asked the applicant to provide the below analysis.

An analysis of whether specific enhancement areas may be candidates for topographic alteration closer to the original wetland elevation with the goal of achieving long-term functional condition that discourage or prevent invasive exotic plant recruitment.

History of the Wetland Enhancement Area

The southern portion of the subject site appears to have historically been a Saltwater Marsh (642 – FLUCFCS). The area of salt marsh was legally excavated sometime between 1962 and 1976. Once excavation was complete the excavated area appears to have been maintained through 1986. After 1986 some of the open water has filled in with vegetative species.

Analysis for Potential Topographic Alteration within the Enhancement Areas

To return the enhancement area to a native salt marsh system several factors must be analyzed including the potential for success, the permitting required, and the cost incurred.

Potential for success – Returning the area to a salt marsh system has a high level of environmental risk associated with exotic species. Fill placed within the excavated areas will be ideal for exotic species to get a foot hold, out compete native species, and become a monoculture of exotic species. This scenario has played out many times throughout the state of Florida. Any time a project has exposed dirt with a continual supply of water and an ample exotic seed source the area provides an easy target for exotic species to get a foothold and thrive. The area would be planted with herbaceous salt tolerant species but since this area is tidally influenced the seed source for exotic species float into the area on a daily basis. Even if all exotic species can be eradicated within the subject site, exotic seeds will be carried into the subject area with every high tide. Returning the area back to a native state is ideal in concept but has been proven many times that the risk of this area becoming an exotic vegetative monoculture is much higher than the potential reward.

This area currently provides valuable habitat to Florida vegetative and marine species. The root systems for mangroves (located in the area currently and will not be removed) provide beneficial habitat to juvenile fish, crustaceans, and mollusks. Additionally, the open water component provides foraging opportunities to native avian species. If this area were to be converted to a salt marsh system, many of these will no longer be available to native flora and fauna.

Permitting required – Although it is obvious this area was excavated through legal means between 1962 and 1976, any effort to recontour to match historic elevations and return to historic habitat would need to be permitted through all local, state, and federal agencies. Approvals for

this work may occur but the level of detail, engineering and environmental permitting would be immense. This is not a simple case of “we have an environmental idea, let us do it.” It also must be considered that since many agencies would require permitting to conduct these actions there are very real implications that not all agencies would be able to permit these actions. Even without considering the potential harm of turning what is currently a functioning open water tidally influenced system into a historic salt marsh system, the effort to permit this will take years and has a high level of potential permitting risk.

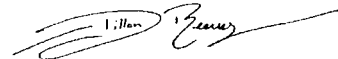
Cost incurred – The area that was excavated is vast, not only in surface area but also depth. To return this area to a native salt marsh, a massive amount of fill would be required. One of the most expensive items to purchase when it comes to site development is dirt. Many times, when a project requires dirt, it will be sourced within the subject site. This is why compensating storage and stormwater ponds are over excavated during construction. This helps alleviate the need to purchase dirt for the project. The cost to purchase dirt to return this area to saltwater marsh system is not financially viable to develop this project.

Conclusion

To return the mitigation/enhancement areas to a Florida native salt marsh system carries a high level of risk of creating a habitat that is not a viable Florida native system. The action would also carry a high level of risk with associated permitting agencies and their ability to permit this action. Additionally, the cost incurred would be exorbitant and would create a situation in which this project would not be financially viable.

Should you have any questions, comments or concerns please contact Dillon Reeves at dillon@bio-techconsulting.com or via phone at (877) 894-5969.

Regards

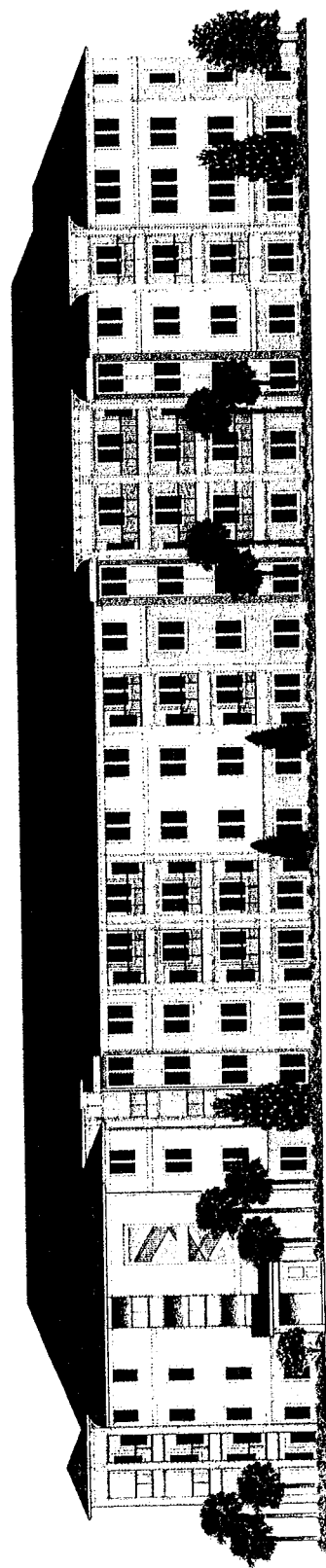


Dillon Reeves
Project Manager



John Miklos
President

Resolution 2021-60 Exhibit E



Rear Elevation



Front Elevation

SW 7006 Extra White Body Color 1, Panel, & Trim & Doors	SW 7013 Repose Gray Body Color 2	SW 7035 Pavilion Gray Body Color 3	SW 6991 Black Magic Shutters	SW 6991 Black Magic Railings	CertainTeed Landmark Shingles Colonial Slate	Storefront & Vinyl Windows at Clubhouse Dark Bronze	Vinyl Windows at All Other Locations White
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ANCLOTE HARBOUR

Building Type I - Colored Elevations

14 JUL 2021 • Tarpon Springs, FL

SW 7006 Extra White
Body Color 1, Panel, &
Trim & Doors

SW 7015 Repose Gray
Body Color 2

SW 7017 Dover Gray
Body Color 3

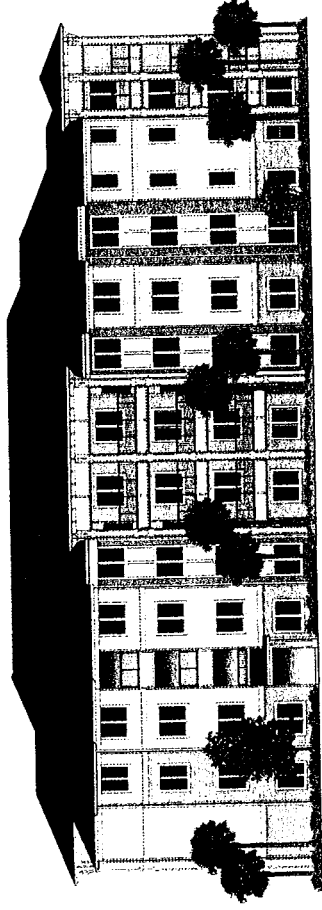
SW 6591 Black Magic
Shutters

SW 6591 Black Magic
Sillings

Certainteed Landmark
Shingles
Colonial Slate

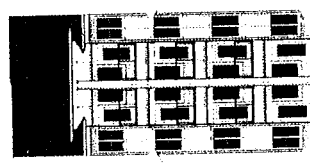
Storefront & Vinyl
Windows at Clubhouse
Dark Bronze

Vinyl Windows at All
Other Locations
White



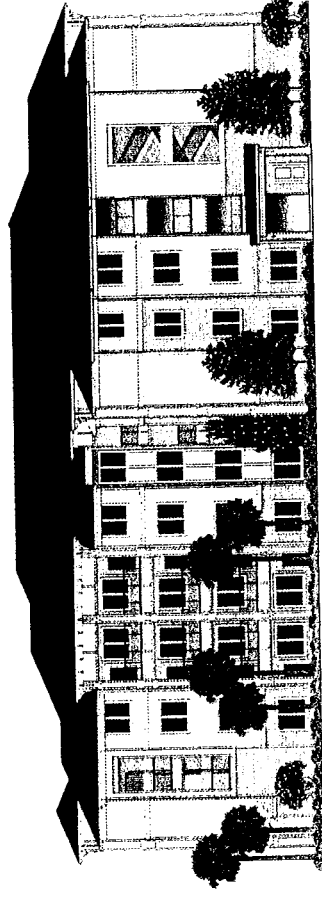
Left Elevation

302' x 120'



Inside Corner Elevation

302' x 120'



Right Elevation

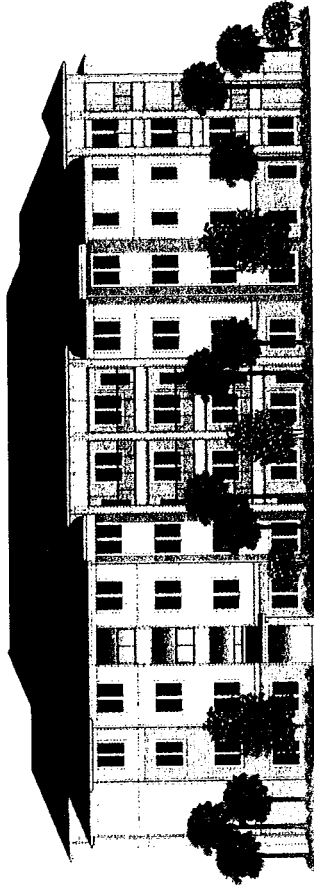
302' x 120'

ANCLOTE HARBOUR

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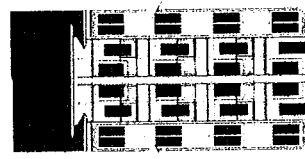
Building Type I - Colored Elevations

SW 7006 Extra White Body Color 1, Panel, & Trim & Doors	SW 7015 Repose Gray Body Color 2	SW 7017 Dorian Gray Body Color 3	SW 6991 Black Magic Shutters	SW 6991 Black Magic Rolling	Certified Landmark Shingles Colonial Slate	Storefront & Vinyl Windows at Clubhouse Dark Bronze	Vinyl Windows at All Other Locations White
---	-------------------------------------	-------------------------------------	---------------------------------	--------------------------------	--	---	--



Left Elevation

3.02' x 1'-0"



Inside Corner Elevation

3.02' x 1'-0"



Right Elevation

3.02' x 1'-0"

ANCLOTE HARBOUR

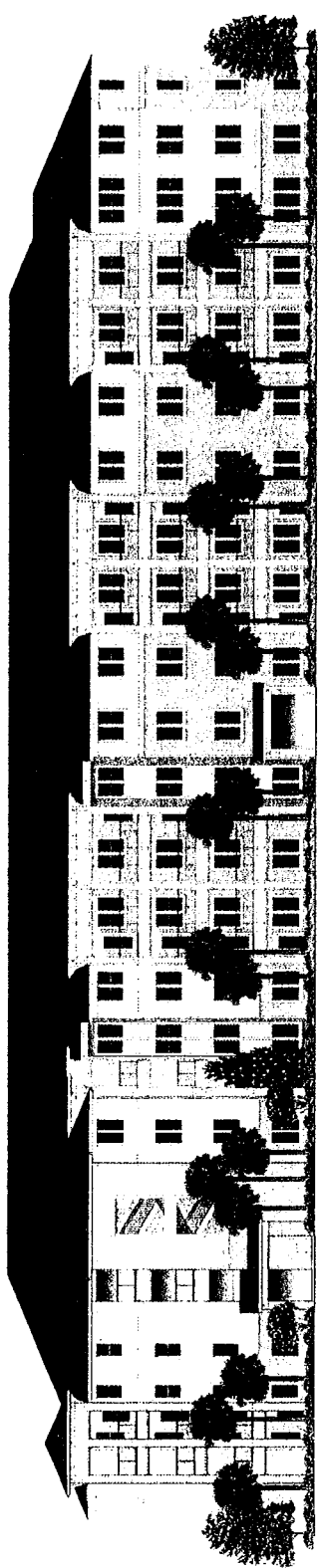
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Building Type II - Colored Elevations

FORUM

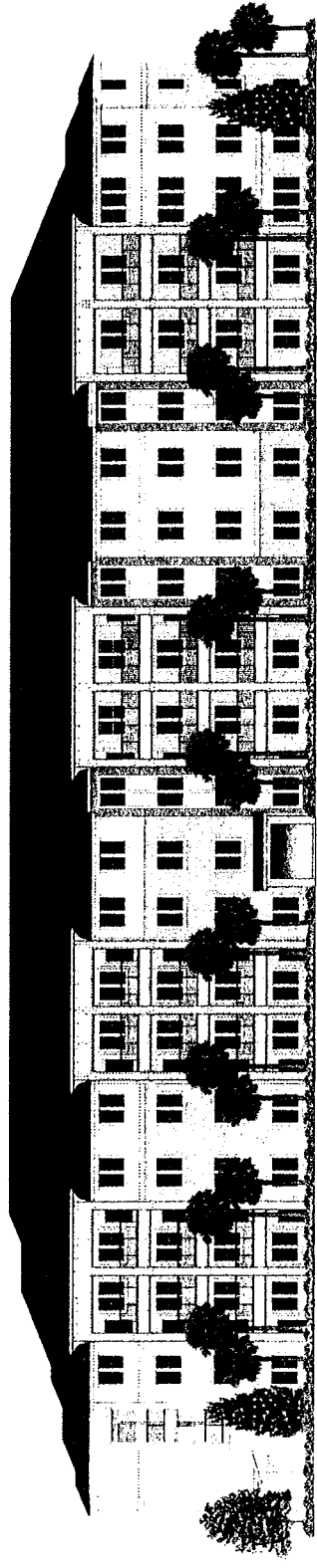
237 S Westmonte Drive • Suite 220 • Altamonte Springs, FL 32714
407-830-1400 • www.ForumArchitecture.com • A0001724

- SW 7006 Extra White
Body Color 1, Panel, &
Trim & Doors
- SW 7015 Repose Gray
Body Color 2
- SW 7017 Dorich Gray
Body Color 3
- SW 6991 Black Magic
Shutters
- SW 6991 Black Magic
Rollings
- Certainteed Landmark
Shingles
Colonial Slate
- Starfront & Vinyl
Windows at Clubhouse
Dark Bronze
- Vinyl Windows at All
Other Locations
White



Rear Elevation

3,027' x 110'



Front Elevation

3,027' x 110'

SW 7006 Extra White
Body Color 1, Panel, &
Trim & Doors

SW 7015 Repose Gray
Body Color 2

SW 7017 Dorian Gray
Body Color 3

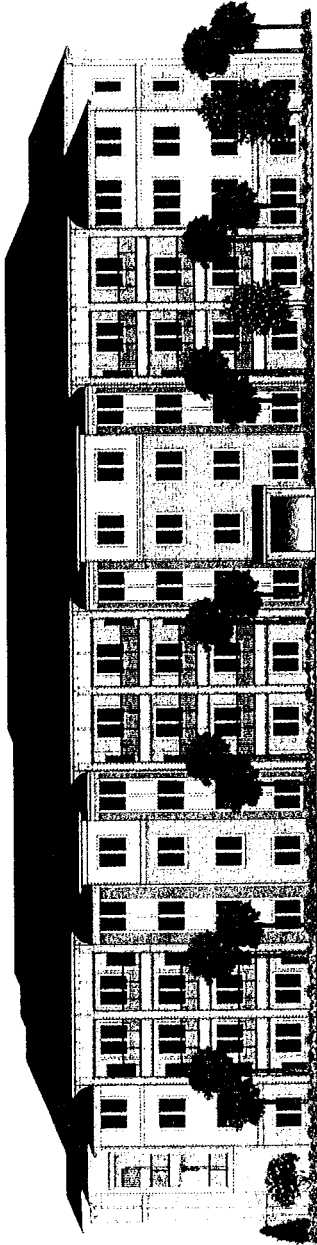
SW 6991 Black Magic
Shutters

SW 6991 Black Magic
Railings

Ceraintes Landmark
Shingles
Colonial Slate

Storefront & Vinyl
Windows at Clubhouse
Dark Bronze

Vinyl Windows at All
Other Locations
White



Rear Elevation



Front Elevation

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Building Type III - Colored Elevations



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SW 7006 Extra White
Body Color 1, Panel, &
Trim & Doors

SW 7015 Repose Gray
Body Color 2

SW 7017 Dorian Gray
Body Color 3

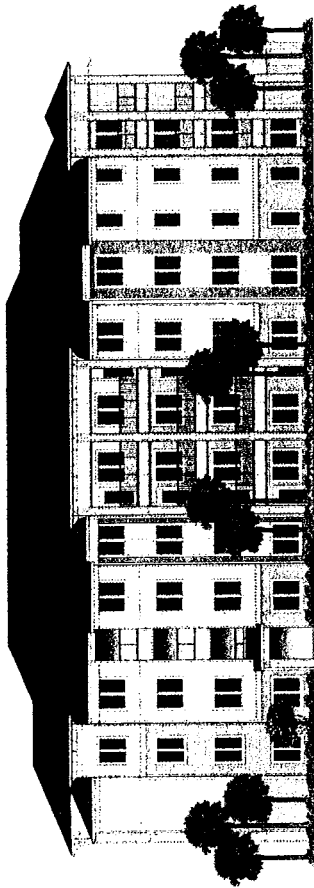
SW 6971 Black Magic
Shutters

SW 6991 Black Magic
Railings

Certainteed Landmark
Shingles
Colonial Slate

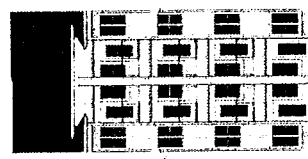
Storefront & Vinyl
Windows at Clubhouse
Dark Bronze

Vinyl Windows at All
Other Locations
White



Left Elevation

332' x 132'



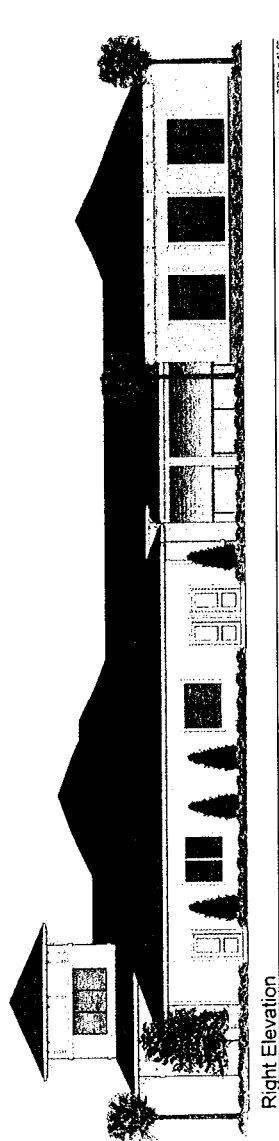
Inside Corner Elevation

332' x 132'



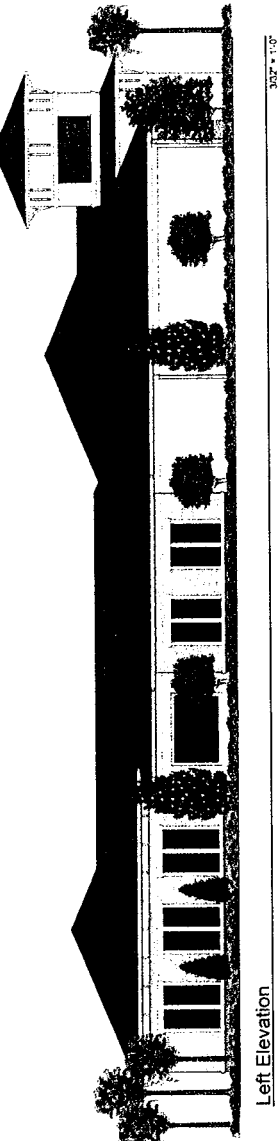
Right Elevation

332' x 132'



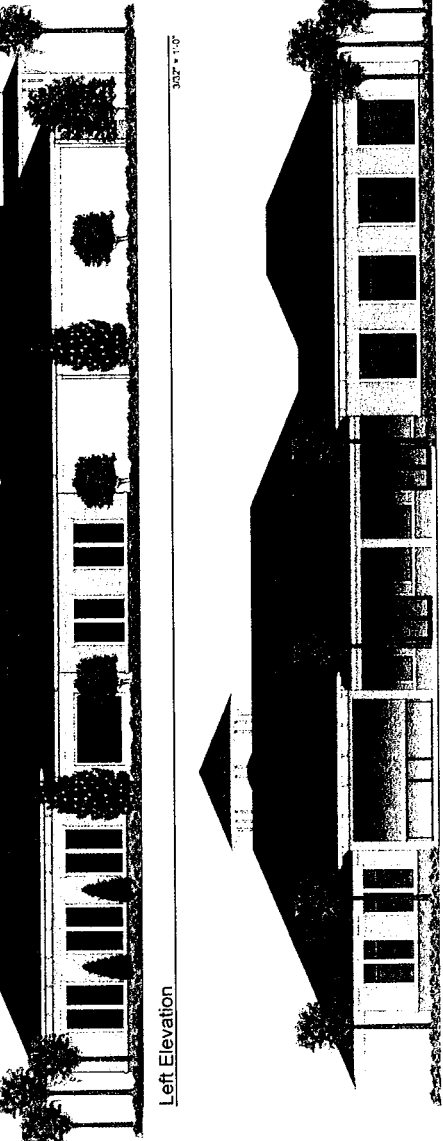
Right Elevation

SW 7006 Extra White
Body Color 1, Panel, &
Trim & Doors



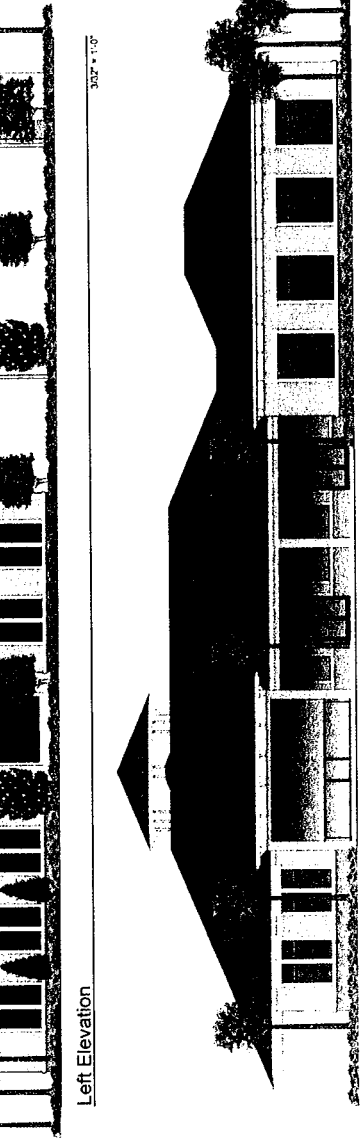
Left Elevation

SW 7015 Repose Gray
Body Color 2



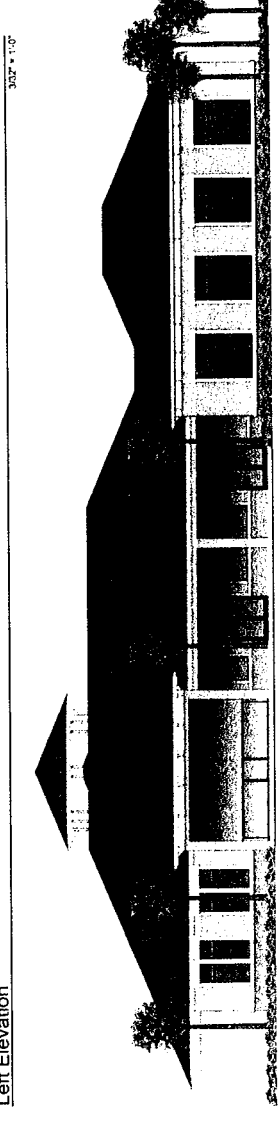
Front Elevation

SW 7017 Dorian Gray
Body Color 3

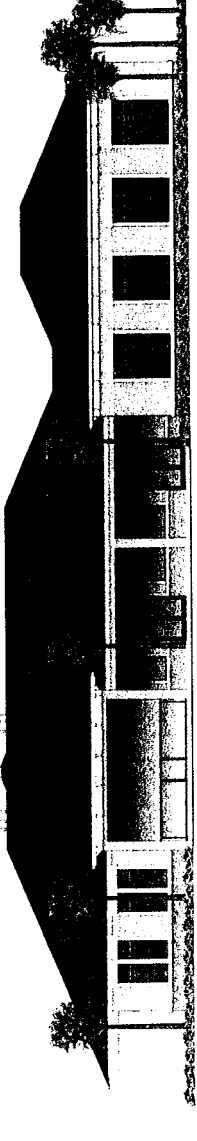


Rear Elevation

SW 6991 Black Magic
Shutters



SW 6991 Black Magic
Rollings



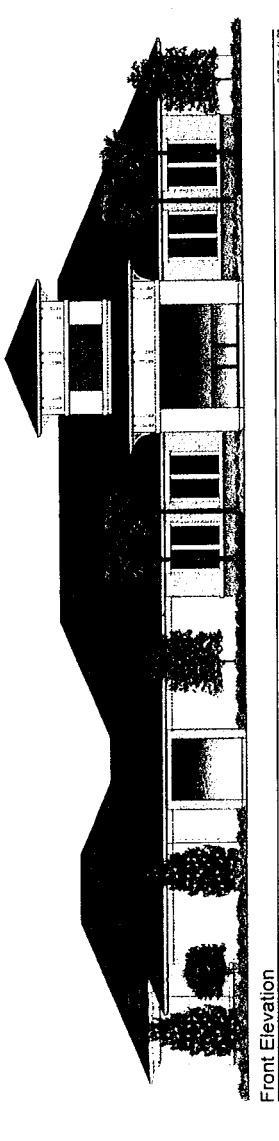
Ceramtec Lamark
Shingles
Colonial Slate



Storefront & Vinyl
Windows at Clubhouse
Dark Bronze



Vinyl Windows at All
Other Locations
White



Front Elevation

ANCLOTE HARBOUR

14 JUL 2021 • Tarpon Springs, FL

Clubhouse - Colored Elevations



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407-530-1400 • www.ForumArchitecture.com • 407-530-1400

Prepared by:
City of Tarpon Springs Planning Department
324 E. Pine Street
Tarpon Springs, FL 34689

Return original or certified recorded document to:
City of Tarpon Springs
Attn. Irene Jacobs, City Clerk
324 E. Pine Street
Tarpon Springs, FL 34689

Deed of Conservation Easement Standard

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of ____, 2__, by Morgan Group Development, L.L.C. or entity to be formed ("Grantor") whose mailing address is ____ to the City of Tarpon Springs ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Pinellas County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and,

WHEREAS, City of Tarpon Springs Permit Nos. ____ (collectively known as "the Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands, surface waters, or, upland habitat in or of the State of Florida; and,

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and,

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and,

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition;

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S., by facilitating the continued and enhanced functional ecological integrity of wetland and pineland habitats within the Easement area. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Plan attached hereto as Exhibit "C" ("Wetland and Upland Buffer Enhancement Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto). This includes, but is not limited to, the requirement to eradicate all Brazilian pepper (*Schinus terebinthifolius*) and camphor tree (*Cinnamomum camphora*) from the entire property with maintenance of the property free of these two species in perpetuity.

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity, use, or lack of maintenance resulting in a condition that is inconsistent with the purpose of this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) which may include restoration, creation, enhancement, maintenance, monitoring activities, surface water management improvements or other activities described herein or in the Enhancement Plan (if any), any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, billboards or other advertising, utilities, or other structures, other than those enumerated in Section 4 herein, on, in, or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that pose an immediate potential hazard to persons utilizing the property while within authorized activity areas, or, that could potentially cause damage to structural property, is authorized upon submittal of a certified arborist's report documenting the nature of such potential hazard or potential damage;

ii. Routine landscape maintenance.

d. Excavation, dredging, topographic alteration, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Alteration of the Anclote River shoreline including bulkheads/seawalls and similar structures and, including boardwalks, walkways or docking facilities designed as perimeter structures (parallel with the shoreline) of any material;

g. Launching or landing of vessels of any type along any waterbody shoreline on the property outside the designated water access/docking facilities described in Section 4 herein;

h. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, or use of pesticides except for that appropriate for the eradication of invasive exotic organisms;

i. Acts or uses detrimental to such aforementioned retention of land or water areas; and

j. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Uses Expressly Allowed.** Notwithstanding and in addition to the provisions of Section 3, Prohibited Uses, the following specific uses are expressly allowable, and, notwithstanding the dimensional standards listed below must be in compliance with the standards of the Americans with Disabilities Act (ADA):

- a. The placement and maintenance of underground or above ground utilities approved in the Permit (or any modification thereto);
- b. The establishment of a water access and docking structure along the Anclote River, and, which location, design and materials shall be approved by Grantee and all other applicable permitting agencies with the intent being to provide water access consistent with the purpose of this Conservation Easement. The water access facility shall not include any land features other than those approved in the Permit;
- c. The establishment of a water access facility for access by non-motorized craft to the dredged lake located in the southwest portion of the property which design shall be approved by Grantee and all other applicable permitting agencies;
- d. The establishment of a looped nature trail/walkway consisting of pervious surface material for the purpose of passive enjoyment of nature and the outdoors located in the southeast upland area of the property as generally depicted in the Permit, which design and materials shall be approved by Grantee and all other applicable permitting agencies;
- e. The eradication of noxious, nuisance and exotic invasive plant or animal species as listed on the most recent List of Invasive Species of the Florida Invasive Species Council or other list approved by Grantee;
- f. Activities authorized by the Permit or described in the Enhancement Plan or otherwise approved in writing by Grantee that are consistent with the purpose of the Conservation Easement.

5. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purpose of this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. Should Grantee deem it necessary, Grantee may enter upon the property pursuant to the provisions of Subsection 2.a herein to carry out activities associated with the maintenance, Management Plan implementation or other required provisions of this Conservation Easement upon due notice to Grantor and shall be entitled to recover all costs associated with carrying out the activities required of this Conservation Easement through all normal remedies available up to and including placing a lien on the property described in Exhibit A for the recovery of those costs incurred by the Grantee. Notwithstanding the foregoing, Grantee shall provide Grantor with written notice specifying in detail Grantor's alleged breach of this Conservation Easement, and shall provide Grantor with 30 days from Grantor's receipt of such written notice for Grantor to rectify the alleged breach.

9. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

10. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

12. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement. The Conservation Easement shall be held and remain in common ownership with the development site that is the subject of the Permit.

13. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

14. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Pinellas County, Florida.

15. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Pinellas County, Florida, prior to issuance of the Final Certificate of Occupancy and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

- a. Grantor shall record this Conservation Easement in the manner specified above prior to issuance of the final Certificate of Occupancy for the construction activities contained in and approved by the Permit. Grantee shall not issue said final Certificate of Occupancy to Grantor until this Conservation Easement is recorded in accordance with the terms herein.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent

with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this _____ day of _____, 20____.

☐ A Florida corporation or ☐ _____ (choose one)

By: _____
(Signature)

Name: _____

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, by means of ☐ physical presence ☐ online notarization, _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ ☐ (corporation), a Florida corporation, or ☐ _____ (choose one) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ _____ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Morgan Group Development, LLC, the owner and holder of a mortgage dated _____, given by _____ ("Mortgagor/Borrower") to _____ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of Pinellas County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the City of Tarpon Springs, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder, Consent, and Subordination is made this

_____ day of _____, 20____.

By: _____
(Signature)

(Mortgagee/Lender)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, by means of ☐ physical presence ☐ online notarization

(print name), _____ as (title) _____

of (Mortgagee/Lender) _____, the person who subscribed to the

foregoing instrument on behalf of the ☐ corporation, or ☐ _____ (choose one).

He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

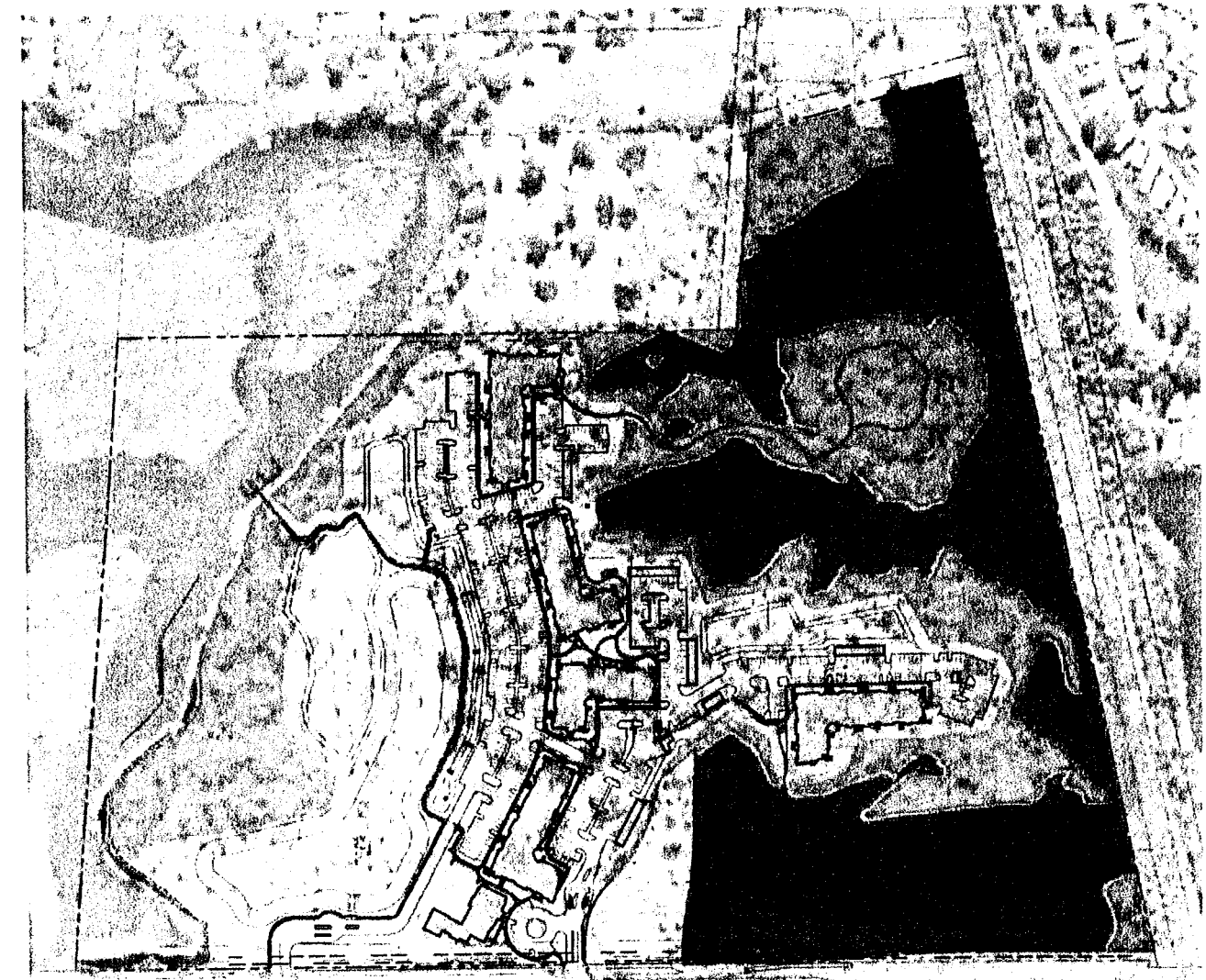
EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

DRAFT EXHIBIT FOR CONSERVATION EASEMENT



LEGEND

SIGNIFICANT UPLAND HABITAT PRESERVED (13.88 AC)
 WETLAND AREA (21.17 AC)



Resolution 2021-60 Exhibit G

Bio-Tech Consulting Inc.
Environmental and Permitting Services

info@bio-techconsulting.com
www.bio-techconsulting.com

October 11, 2021

Kamil Salame
Morgan Group Development, LLC
3000 Richmond Avenue
Houston, TX 77098

Proj: Anclote Harbor Site – Pinellas County, Florida
Sections 16 & 17, Township 27 South, Range 16 East
(BTC File #1119-03)
Re: Environmental Assessment Report

Dear Mr. Salame:

During May of 2021, Bio-Tech Consulting, Inc. (BTC) conducted an environmental assessment of the approximately 64.17-acre Anclote Harbor site. This site is located north of East Tarpon Avenue, south of Beckett Way, west of and immediately adjacent to US Highway 19 North, within Sections 16 & 17, Township 27 South, Range 16 East; within Pinellas County, Florida (Figures 1, 2, & 3). The site is also located within the city limits of Tarpon Springs and contains portions of the Anclote River. This environmental assessment included the following elements:

- Review of soil types mapped within the site boundaries;
- Evaluation of land use types/vegetative communities present and discussion of habitat value;
- Field and database review for occurrence of protected flora and fauna;

SOILS

According to the Soil Survey of Pinellas County, Florida, prepared by the U.S. Department of Agriculture (USDA), Natural Resource Conservation Service (NRCS), three (3) soil types exist within the subject site (Figure 4). The following presents a brief description of the soil types mapped for the subject site:

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

Tampa Office
6011 Benjamin Road
Suite 101 B
Tampa, FL 33634

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

**Aquatic & Land
Management Operations**
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

Orlando

Vero Beach

Jacksonville

Tampa

Key West

Astatula soils and Urban Land, 0 to 5% slopes (#4) are very deep, excessively drained soils found on lower coastal plains on broad ridges. Urban land consists of high-density residential developments, commercial buildings, streets, highways, parking lots and other types of impervious ground cover. Typically, the surface layer of Astatula soil consists of very dark gray fine sand about 0 to 3 inches thick. During most years the seasonal high-water table for this soil type is at a depth of more than 6 feet. The permeability of Astatula soil is rapid.

Myakka soils and Urban Land (#17) are very deep, poorly drained soils found on lower coastal plains on flatwoods. Urban land consists of high-density residential developments, commercial buildings, streets, highways, parking lots and other types of impervious ground cover. Typically, the surface layer of Myakka soil consists of black fine sand about 0 to 4 inches thick. During most years the seasonal high-water table is apparent, at a depth of ½ to 1½ feet from June through November. The permeability of Myakka soils is moderately rapid or rapid.

Wulfert muck, very frequently flooded (#32) is very deep, very poorly drained soil found on lower coastal plains on the tidal marshes. Typically, the surface layer of Wulfert muck consists of black muck about 0 to 36 inches thick. During most years the seasonal high-water table is apparent, at the surface to a depth of ½ foot from January through December. The permeability of Wulfert muck is rapid.

The Florida Association of Environmental Soil Scientists (FAESS) considers the main components of the Wulfert muck, very frequently flooded (#32) soil type to be hydric in nature. Further, the FAESS considers inclusions present within Wulfert muck, very frequently flooded (#32) soil type associated with the subject site to be hydric in nature. This information can be found in the Hydric Soils of Florida Handbook, Fourth Edition, March 2007.

LAND USE TYPES/VEGETATIVE COMMUNITIES

The Anclote Harbor site currently supports six (6) land use types/vegetative communities. These land use types/vegetative communities were identified utilizing the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 2004) (Figure 5). One land use type/vegetative community has special protections provided within the Tarpon Springs Comprehensive Plan. This special protection is identified as Significant Upland Habitat and applies to the Longleaf Pine – Xeric Oak land use type/vegetative community. The on-site upland land use types/vegetative communities are classified as Longleaf Pine – Xeric Oak (412) and Disturbed Land (740). The on-site wetland and surface water land use types/vegetative communities are classified as Streams and Waterways (510), Bays and Estuaries (540) Mixed Wetland Hardwoods (617) and Vegetated Non-Forested Wetland (640). The following provides a brief description of the on-site land use types/vegetative communities:

Uplands:

412 – Longleaf Pine – Xeric Oak

TARPON SPRINGS – SIGNIFICANT UPLAND HABITAT (SUH) as defined by the Comprehensive Plan is defined as high quality Scrub and Brushlands, Pine Flatwoods, Longleaf Pine - Xeric Oak, or Hardwoods Conifer Mix as defined by the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and as determined by a qualified professional. Although the Longleaf Pine – Xeric Oak has been degraded through current and historic use as well as exotic vegetative species such that it may not qualify as high quality, the proposed project will maintain the intent of the protections required within the Comprehensive Plan for protection of on-site significant upland habitat. Under this requirement the Open Space within the project site must be a minimum of 30% of the gross site acreage and this open space can consist only of land or water in its natural state.

The Longleaf Pine – Xeric Oak vegetative community (SUH) encompasses approximately 30.34 acres (Figure 8). Thirty percent of the total site acreage equates to 21.79 acres of required open space. The proposed project will provide 43.43 acres of appropriate open space as defined above. This represents 60% of the subject site and exceeds the required open space associated with significant upland habitat acreage for the subject project.

*NOTE: This site has been previously reviewed by a different ecological consultant and estimates of FLUCFCS acreages were identified. Specifically, the area deemed as SUH was identified as approximately 33 acres. When the site was reviewed by SWFWMD and USACE for a formal determination of the extent of the on-site wetlands, it was determined a few of the wetlands were larger than they were estimated to be in the original review. This reduced the size of the SUH, but provided more accurate information as to the extent of the SUH within the subject site.

Throughout the central portion of the subject site is an area best classified as Longleaf Pine – Xeric Oak (412) per the FLUCFCS. Vegetative species observed within this area include long leaf pine (*Pinus palustris*), slash pine (*Pinus elliottii*), live oak (*Quercus virginiana*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*), cabbage palm (*Sabal palmetto*), Brazilian pepper (*Schinus terebinthifolia*), earpod tree (*Enterolobium cyclocarpum*), punk tree (*Melaleuca quinquenervia*), wax myrtle (*Morella cerifera*), bushy blue stem (*Andropogon glomeratus*), dog fennel (*Eupatorium capillifolium*), Eastern false-willow (*Baccharis* spp.), pepper vine (*Ampelopsis arborea*), blackberry (*Rubus* spp.), greenbriar (*Smilax* spp.), common persimmon (*Diospyros virginiana*), carrotwood (*Cupaniopsis anacardioides*), and broomsedge (*Andropogon virginicus*).

Throughout the areas identified as Longleaf Pine – Xeric Oak are several homeless camps (See photo page attachment). These are scattered throughout this entire vegetative community. As with many homeless camps trash and refuse is strewn throughout the camp sites, the ingress/egress used for these camp sites, and in general pockets throughout the entire project area. Additionally, the subject vegetative community has in some areas a large component of exotic vegetative species (Brazilian pepper, earpod tree, and punk tree). These factors greatly diminish the habitat value for native flora and fauna.

740 – Disturbed Land

Within the northwestern portion of the subject site is a land use type/vegetative community best classified as Disturbed Land (740) per the FLUCFCS. This land use/community type is used by vehicles with small engines, essentially as a dirt track for motor bikes and other small engine off-road vehicles. Vegetation within this community type is sparse. The majority of the area is open bare ground with fine white sand. Vegetative species observed within this area include laurel oak (*Quercus laurifolia*), slash pine (*Pinus elliottii*), cabbage palm (*Sabal palmetto*), wax myrtle (*Morella cerifera*), bahiagrass (*Paspalum notatum*), dog fennel (*Eupatorium* spp.), salt bush (*Baccharis halimifolia*), natal grass (*Melinis repens*), southern carpetgrass (*Axonopus* spp.), hairy indigo (*Indigofera hirsuta*), blackberry (*Rubus* spp.), common sow thistle (*Sonchus oleraceus*), caesarweed (*Urena lobata*), winged sumac (*Rhus copallinum*), Brazilian pepper (*Schinus terebinthifolius*), cogongrass (*Imperata cylindrica*), bushy bluestem (*Andropogon virginicus*), and passion flower (*Passiflora incarnata*).

The land use type/vegetative community identified as Disturbed Land is devoid of vegetative species throughout a majority of the area (See photo page attachment). This area appears to be used on a continual and regular basis by off-road vehicles. The ground disturbance and noise created with off-road vehicles greatly degrades any potential habitat value this land use type/vegetative community may be able to provide. Additionally, much like the Longleaf Pine – Xeric Oak vegetative community, this area has a component of trash and refuse strewn throughout. Both of these factors greatly reduce any potential habitat value this area could attain.

Wetlands:

510 - Streams and Waterways

Within the northern portion of the subject site is a land use type/vegetative community best classified as Streams and Waterways (510) per the FLUCFCS. This area is essentially the Anclote River. Most of this area is delineated by a Top of Bank along the river's edge, but a small portion is within the annual mean high of this tidally influenced section of the river but remains low enough to allow for more frequent inundation of water. Vegetative species identified within these areas includes bushy bluestem (*Andropogon virginicus*), maidencane (*Panicum hemitomon*), dotted smartweed (*Persicaria punctata*), primrose willow (*Ludwigia peruviana*), wax myrtle (*Morella cerifera*), dog fennel (*Eupatorium capillifolium*), soft rush (*Juncus effusus*), and salt bush (*Baccharis halimifolia*).

The only impacts proposed for this community types are associated with a community dock.

540 – Bays and Estuaries

Within the southern portion of the subject site is a land use type/vegetative community best classified as Bays and Estuaries (540) per the FLUCFCS. These are large areas that appear to have been dredge prior to 1985. They have an open water component and are tidally influenced. There

is a control structure along the west side of the subject site that allows for water to move into and out of this community type. Vegetative species observed with these areas include Brazilian pepper (*Schinus terebinthifolia*), laurel oak (*Quercus laurifolia*), cabbage palm (*Sabal palmetto*), wax myrtle (*Morella cerifera*), bushy blue stem (*Andropogon glomeratus*), dog fennel (*Eupatorium capillifolium*), Eastern false-willow (*Baccharis* spp.), pepper vine (*Ampelopsis arborea*), and soft rush (*Juncus effusus*).

The majority of this land use type/vegetative community is open water (See photo page attachment). Along the fringe of the open water is a high component of exotic species. The dominate exotic species in this area is Brazilian pepper. Additionally, several of the on-site homeless camps are in close proximity to the fringe of this community type. Human presence and disturbance in close proximity to this habitat devalues the wildlife utilization. No Impacts to this land use/vegetative community type are proposed.

617 – Mixed Wetlands Hardwoods

Within the central portion of the subject site is a land use type/vegetative community best classified as Mixed Wetland Hardwoods (617) per the FLUCFCS. This community type appears to have been dredged in the past but has filled in with sub-canopy and canopy species. Vegetative species observed with this area includes Brazilian pepper (*Schinus terebinthifolia*), sweet bay (*Persea borbonia*), Melaleuca (*Melaleuca quinquenervia*), laurel oak (*Quercus laurifolia*), red maple (*Acer rubrum*), wax myrtle (*Morella cerifera*), bushy blue stem (*Andropogon glomeratus*), and soft rush (*Juncus effusus*).

This land use/community type is hydrologically isolated, has a high component of exotic species, and is used to dump refuse and trash (See photo page attachment). Additionally, several homeless camps were observed in close proximity to this vegetative community. Because of these factors the habitat value is greatly diminished.

640 - Vegetated Non-Forested Wetlands

Within the central and south-eastern portions of the subject site are a land use type/vegetative community best classified as Vegetated Non-Forested Wetlands (640) per the FLUCFCS. These are small depressional areas either natural or created through vehicular traffic. Vegetative species observed include Brazilian pepper (*Schinus terebinthifolia*), wax myrtle (*Morella cerifera*), bushy bluestem (*Andropogon glomeratus*), soft rush (*Juncus effusus*), and other forbes, grasses, and herbaceous wet tolerant species.

Three small isolated areas are identified as Vegetated Non-Forested Wetlands. One of these is a portion of a two rut road that had enough factors to qualify as a wetland. The other two are small depressional areas that have enough indicators to qualify as wetland. All three Vegetated Non-Forested wetlands have a high component of exotic species, trash, and refuse. The ground disturbance, high component of exotic vegetative species, proximity of homeless camps, and dumping greatly reduce the habitat value of these areas (See photo page attachment).

HISTORICAL AERIAL PHOTOGRAPH REVIEW

A review of site conditions based on available historic aerial photography was conducted to determine the current functional value of the on-site habitats compared to the historic condition of the subject property. The following is a description of the attached historical aerial figures provided:

1941 – In the 1940's the subject site appears to be in a natural state. The tidally influenced wetlands in the southern portion of the subject site appear to have been unaltered. Upland areas appear to have sparse canopy vegetative species throughout. It is unknown if the sparse vegetative cover of the upland areas had been silviculture, but silviculture of the region was very common at that time.

1951 – Prior to the date of the 1951 aerial, construction of what is currently US 19 was completed. US19 is adjacent to the subject site to the west. The wetlands located in the southern portion of the subject site were excavated. This is the first time a signature for the disturbed land appeared in the northern portion of the subject site. Additionally, several trails can be seen along the Anclote River.

1957 – Between 1951 and 1957 it appears the site was allowed to fill in with vegetative species. Even while vegetative species grew the signature of the disturbed land remained.

1962 – Between 1957 and 1962 major works were completed within the subject site. In the northern portion a canal was excavated that connected directly to the Anclote River. This canal was approximately 720' long, 80' wide and 6.5' deep. Additionally, a centrally located pond was excavated. The signature of disturbed land remains and it appears trees were removed throughout a large portion of the north uplands. Signatures of trails are also evident during this time frame.

1976 – Between 1962 and 1976 the site appears to have undergone major dredging within the southern wetlands. The constructed canal, disturbed land, and multiple trails remain. Additionally, structures are evident in the northeastern portion of the subject site adjacent to the Anclote River.

1986 – The subject site appears to be used in the same capacity as seen in the 1976 aerial. Some vegetative species have filled in but the signature of the disturbed land, canal, structures, trails, and southern dredged wetland areas remain.

1998 – Between 1986 and 1998 some major changes to the subject site occurred. The canal that was constructed in the northern portion of the site was filled in. The filling of this canal was permitted through the U.S. Army Corps of Engineers. The permit number for this action was 84M-4218 and was issued in 1985. Additionally, it is evident many of the upland areas were managed for vegetative species. A majority of the canopy and mid-level vegetation was removed in the uplands in the southern portion of the subject site where the uplands are surrounded by the dredged wetland. The signature of the disturbed land, structures, and trails remain.

2007 – By 2007 management of the subject site as a whole appears to have ceased. The dredged wetlands in the southern portion appears to be unmanaged so exotic/invasive species encroached

and populated areas that have been maintained as open water systems since their construction. The uplands adjacent to the dredged wetland located in the southern portion appears to have filled in with vegetative species. The structures seen in previous aerials are no longer evident. The signature of the disturbed land remains.

2010 & 2017 – As seen in the 2010 and 2017 aerials not much change in the use throughout the subject site is evident. It appears trails have been maintained. The signature of the disturbed land remains.

2021 – Since the site has been severally disturbed throughout its history and not managed as a Florida Native ecological system, many exotic and invasive vegetative species have invaded the site and taken over. Invasive/Exotic species in general are the first ones to be recruited into a disturbed site. The southern uplands that had mid-level and canopy level vegetative species removed (1998 aerial) have had a large component of invasive/exotic species fill in. These have out competed native species and continue to do so. This has also occurred throughout the north portions, but not to the same extent. The approximate extent/location where exotic/invasive species are dominant can be viewed in the Figure 9.

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FFWCC) Gopher Tortoise Permitting Guidelines (April 2008 - revised July 2020); an assessment for "listed" floral and faunal species was conducted at the site in May 2021. This assessment, which covered a portion of the subject site's developable area, included both direct observations and indirect evidence, such as tracks, burrows, tree markings and birdcalls that indicated the presence of species observed. The assessment focused on species that are "listed" by the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (December 2018) that have the potential to occur in Pinellas County (Table 1). The following is a list of those wildlife species identified during the evaluation of the site:

Reptiles and Amphibians

brown anole (*Norops sagrei*)
eastern racer (*Coluber constrictor*)
gopher tortoise (*Gopherus polyphemus*)
green anole (*Anolis carolinensis*)

Birds

Bald Eagle (*Haliaeetus leucocephalus*)
Black Vulture (*Coragyps atratus*)
Blue jay (*Cyanocitta cristata*)
Downy Woodpecker (*Picoides pubescens*)
Great Horned Owl (*Bubo virginianus*)

Mourning Dove (*Zenaida macroura*)
Northern Mockingbird (*Mimus polyglottos*)
Red Bellied Woodpecker (*Melanerpes carolinus*)
Red Shouldered Hawk (*Buteo lineatus*)
Red Tailed Hawk (*Buteo jamaicensis*)

Mammals

eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
northern raccoon (*Procyon lotor*)
eastern cottontail rabbit (*Sylvilagus floridanus*)

Two of the above wildlife species are identified in the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (December 2018). These species are the gopher tortoise and Bald Eagle. The following provides brief description of wildlife species as they relate to the development of the site.

Gopher Tortoise (*Gopherus polyphemus*)

State Listed as "Threatened" by FFWCC

Currently the gopher tortoise (*Gopherus polyphemus*) is classified as a "Category 2 Candidate Species" by the U.S. Fish and Wildlife Service (USFWS), and as of September 2007 is now classified as "Threatened" by FFWCC, and as "Threatened" by FCREPA. The basis of the "Threatened" classification by the FFWCC for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with the pine flatwoods, pastures and abandoned citrus groves. Several other protected species known to occur in Pinellas County have a possibility of occurring in this area, as they are gopher tortoise commensal species. These species include the eastern indigo snake (*Drymarchon corais couperi*), Florida mouse (*Peromyscus floridanus*) and the gopher frog (*Rana capito*). However, none of these species were observed during the survey conducted.

The site was surveyed for the existence of gopher tortoises through the use of pedestrian transects. The survey covered approximately 60% of the suitable habitat present within the site's boundaries. Several gopher tortoise burrows were identified during the environmental assessment.

The FFWCC provides three (3) options for developers that have gopher tortoises on their property. These options include: 1) avoidance (i.e., 25-foot buffer around burrow), 2) preservation of habitat, and 3) off-site relocation. As such, resolution of the gopher tortoise issue will need to be permitted through FFWCC prior to any construction activities.

Based on the tortoise population that exists within the site and the expected development plan for the property, there is only one potential option for resolving the gopher tortoise issue. This option is off-site relocation and will require that any tortoise within 25 feet of proposed construction activities be relocated off-site to an approved recipient site.

Prior to relocation of the gopher tortoise population all appropriate permits will be applied for and received through FFWCC. All regulations, recommendations, and best management practices will be followed as they pertain the relocation of the gopher tortoise population within the subject site.

Bald Eagle (*Haliaeetus leucocephalus*)

State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the U.S. Fish and Wildlife Service (USFWS) removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from FFWCC's imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FFWCC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (*Haliaeetus leucocephalus*)).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FFWCC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. In November of 2017, the FFWCC issued "A Species Action Plan for the Bald Eagle" in response to the sunset of the 2008 Bald Eagle Management Plan. Under the USFWS's management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. As provided within the above referenced Species Action Plan, the USFWS is the regulating body responsible for issuing permits for Bald Eagles. In 2017, the need to obtain a State permit (FFWCC) for the take of Bald Eagles or their nests in Florida was eliminated following revisions to Rule 68A-16.002, F.A.C. A USFWS Bald Eagle "Non-Purposeful Take Permit" is not needed for any activity occurring outside of the 660-foot buffer zone. No activities are permitted within 330 feet of a nest without a USFWS permit.

In addition to the on-site evaluation for "listed" species, BTC conducted a review for any Audubon EagleWatch and FFWCC recorded Bald Eagle nests on or within the vicinity of the subject site. This review revealed one recorded Bald Eagle nest within the subject site (current through the 2016-2017 nesting season for FFWCC data and 2019-2020 nesting season for Audubon EagleWatch data), within 660-feet of the subject site (see attached search results). This nest is identified as PI041. No Bald Eagles have been directly observed within the last year on the identified nest or the subject property. Two potential Bald Eagle nests were identified in close proximity to each other during site visits associated with the environmental assessment. One of these nests (smaller nest) is obviously abandoned and is dilapidated, the second nest (larger nest) is occupied by a Great Horned Owl (See photo page attachment). Great Horned Owls have been documented using abandoned Eagle nests and have been documented physically evicting Bald Eagles from their nests. However, Great Horned Owls do not typically use the same nest from year to year and Bald Eagles may return to nests previously abandoned. The presence of the Great Horned Owl gives an indication that Bald Eagles may not use this nest location currently, but it does not preclude a Bald Eagle from potentially using this nest site in the coming years.

The subject site was surveyed for potential Bald Eagle nesting in January and May of 2021. Bald Eagle nesting season is from October-April. If Bald Eagles were using the nest, they would have been observed during the January survey. Although the on-site nests do not appear to be used by Bald Eagles, in an abundance of caution because a recorded Bald Eagle nest is located within the subject site, a short term Eagle Incidental Take Permit was applied for and issued by USFWS associated with the on-site Bald Eagle nests. The Short-Term Eagle Incidental Take permit was issued on April 2, 2021. The permit number for this short term incidental take permit is MB81938D (Attached). The activities allowed in the Short-Term Eagle Incidental take permit are consistent with the proposed activities shown on the Preliminary Development Plan. Even though the nests are not currently occupied by an eagle(s), the approved Incidental Take Permit does not allow removal of these Eagle nests (See Condition E of the Permit).

Per the Eagle Incidental Take Permit, the nest will be monitored per the following:

I. Monitoring Requirements.

1. A qualified monitor is required to monitor eagle use of the nesting territory, which is defined as up to a 1.5 mile radius of the eagle nest identified in Condition D, on property that is legally accessible by you and where the activities outlined in Condition D occur. The monitor must be experienced in recognizing specific patterns and changes of eagle behavior, and employed by or contracted by the permittee, landowner, company or entity responsible for having the activity monitored. The monitor must also be as inconspicuous as possible, so not to cause a disturbance with their presence, and when applicable, a wildlife blind or viewing location out of direct sight of the eagles is recommended.

Monitoring must be conducted at a distance that allows for observation without an interruption in the eagle's normal breeding behavior. If eagles do not return to the nest at the location described in Condition D, you are required to monitor on adjacent property that is accessible by you to assess whether or not eagles nest, roost and/or forage at a new location.

If a new eagle nest is built on the property described in Condition D or within the nesting territory, you must report that new eagle nest location within 10 days to the Southeast Region Eagle Biologist. Additional monitoring and authorization may be required based on the new eagle nest location in relation to activities described in Condition D.

2. Monitoring must occur at a time of day when eagles are most likely to be in the area, (early morning, beginning ½ hour before sunrise, or late afternoon, beginning ½ hour before sunset). You must assess whether or not eagles return to the nesting territory as identified in Monitoring Requirements No.1 and continue to nest, roost and/or forage there, and/or if the eagles attempt to build or occupy another nest.

3. Once project activities have begun, including if construction activities have begun but are not occurring, monitoring is required annually to determine eagle nesting activity and/or nest failure. During each nesting season, no additional monitoring is required once eaglets have fledged from the nest or nest failure is documented.

The required monitoring period is:

- a. During each eagle nesting season, defined as October 1 through May 15, or when the nest is in-use; and
- b. For an additional (1) nesting season after project has been completed.

Frequency	Schedule	Time	Time of Day
Once	November	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Between December 15 and January 15	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Between February 15 and March 15	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	April	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	May	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Every month after until fledging or nest failure is documented	60 – 90 minutes	Begin ½ hour before sunrise or before sunset

4. Monitoring reports must include the following information:

- a. Date and length of time Bald Eagles were observed;
- b. Time of day;
- c. Number and age of Bald Eagles observed (i.e. juvenile, immature, sub-adult, adult); if age is not known, provide description;
- d. Observed behavior (e.g. perching, feeding, sitting on or attending nest, in flight);
- e. If a new eagle nest is built on or adjacent to your property, the new location and whether the eagles produced young at that site;
- f. If any eagle nesting attempt was successful, failed or the eagles abandoned the area; and
- g. A description of any human activity at the time eagles are observed during each month of the monitoring period (e.g. construction, road building, use of machinery, etc.).

Post Development Eagle Management Plan

To avoid disturbing potential nesting Bald Eagles, the site is being designed around the existing Bald Eagle nests and incorporating features to keep resident activity and the nests separated to minimize any possible disturbance. This is being achieved by preserving the natural wooded areas surrounding the nests and adding retention ponds between the nests and buildings. In addition to the physical features and landscape surrounding the nest area that minimize any potential disturbance, advisory signs are being placed at the 100 ft perimeter of the existing nests. The provided buffer areas serve to minimize visual and auditory impacts associated with human activities near nest sites. These buffer areas are large enough to protect existing nest trees and provide for alternative or replacement nest trees.

A Bald Eagle educational board will be featured in the clubhouse which will help educate residents and visitors about Eagles and provide guidance to minimize potential causes of nesting disturbances. During the leasing process future residents will be educated on Eagle habitat preservation and nesting precautions. Leases will include an informational insert about Eagles and habitat protection in general and include language to promote Eagle habitat preservation, such as avoiding intentionally feeding Bald Eagles, avoid producing loud sounds such as using fireworks etc. during nesting season, and promote the use of pesticides, herbicides, fertilizers, and other chemicals only in accordance with Federal and State laws, amongst other guidelines. This Management Plan will continue for at least 5 years after the project is completed. If no Bald Eagle nesting occurs during that time, the plan can be terminated at the owners discretion. If Bald Eagle nesting does occur during this time, the 5 year plan would re-start.

Wood Stork (*Mycteria americana*)

Federally Listed as "Threatened" by USFWS

The subject site is shown to be located within a Wood Stork Nesting Colony Core Foraging Area (Figure 6). Wood Storks typically nest colonially in medium to tall trees that occur in stands located either in swamps or on islands surrounded by relatively broad expanses of open water (Ogden 1991; Rodgers et al. 1996). The Wood Stork (*Mycteria americana*) is listed as "Threatened" by the USFWS. Wood storks are large, long-legged wading birds, about 45 inches tall, with a wingspan of 60 to 65 inches. Their plumage is white except for black primaries and secondaries and a short black tail. The head and neck are largely unfeathered and dark gray in color. The bill is black, thick at the base, and slightly decurved. Wood Storks are birds of freshwater and estuarine wetlands, primarily nesting in cypress or mangrove swamps.

Successful breeding sites are those that have limited human disturbance and low exposure to land based predators. Because of their specialized feeding behavior, Wood Storks forage most effectively in shallow-water areas with highly concentrated prey. Typical foraging sites for the Wood Stork include freshwater marshes, depressions in cypress heads, swamp sloughs, managed impoundments, stock ponds, shallow-seasonally flooded roadside or agricultural ditches and narrow tidal creeks or shallow tidal pools. Good foraging conditions are characterized by water that is relatively calm, open, and having water depths between 5 and 15 inches (5 and 38 cm). The U.S. Fish and Wildlife Service (Service) has identified core foraging area (CFA) around all known Wood Stork nesting colonies that is important for reproductive success. In Central Florida, CFAs include suitable foraging habitat (SFH) within a 15-mile radius of the nest colony; CFAs in North Florida include SFH within a 13-mile radius of a colony. The Service believes loss of suitable foraging wetlands within these CFAs may reduce foraging opportunities for the Wood Stork.

Based on our review of available databases, there is no record of a Wood Stork rookery on the subject site or within close proximity. The USFWS and the U.S. Army Corps of Engineers (USACE) require that any impacts to on-site ditches and/or wetlands, which would eliminate a portion of the Wood Stork foraging habitat, be either mitigated through the purchase of mitigation credits or recreated elsewhere on-site so that there would be no net loss of Wood Stork foraging

habitat. No Wood Storks were observed within the subject site during the environmental assessment conducted by BTC. A review of the proposed site plan reveals no impacts to typical wood stork foraging habitat. Additionally, it should be noted that the development of the subject project will create typical Wood Stork foraging habitat within the littoral zones of the constructed on-site ponds. As such, no further action is anticipated in regards to Wood Storks.

USFWS CONSULTATION AREAS

The USFWS has established “consultation areas” for certain listed species (Figure 7). Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with Section 404 permitting through FDEP and Section 10 permitting through the USACE. The reader should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically very regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species. They only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS.

The following paragraphs include a list of the USFWS Consultation Areas associated with the subject site. Also included, is a brief description of the respective species habitat and potential for additional review:

Florida Scrub-jay (*Aphelocoma coerulescens*)

Federally Listed as “Threatened” by USFWS

Currently the Florida Scrub-jay is listed as threatened by the USFWS. Florida Scrub-jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woolfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50 percent to 90 percent of the area; bare ground or sparse vegetation less than 15 cm (6 in.) tall covering 10 percent to 50 percent of the area; and scattered trees with no more than 20 percent canopy cover (Fitzpatrick et al. 1991).

No Florida Scrub-jays were observed on the subject site during the cursory survey conducted by BTC. No suitable habitat exists within the limits of the site. It is not anticipated that a formal survey will be required by the USFWS or another agency to determine if any Florida Scrub-jays utilize any portions of the site.

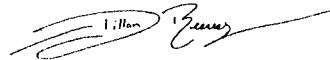
Piping Plover (*Charadrius melodus*)
Federally Listed as "Threatened" by USFWS

Piping Plover (*Charadrius melodus*) are small shorebirds approximately seven inches long with sand-colored plumage on their backs and crown and white underparts. Piping plovers breed only in North America Coast, the Northern Great Plains, and the Great Lakes. Atlantic Coast plovers nest on coastal beaches, sandflats at the ends of sand spits and barrier islands, gently sloped foredunes, sparsely vegetated dunes, and washover areas cut into or between dunes. In recent decades, piping plover populations have drastically declined, especially in the Great lakes.

No Piping Plovers were observed on the subject site during the survey conducted by BTC. The subject site does not contain suitable habitat for this species. A species specific survey is not anticipated to be required.

The environmental limitations as described in this document are based on observations and technical information available on the date of the on-site evaluation. The environmental assessment and wildlife surveys conducted within the site boundaries do not preclude the potential for any listed species, as noted on Table 1 (attached), currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

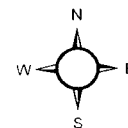
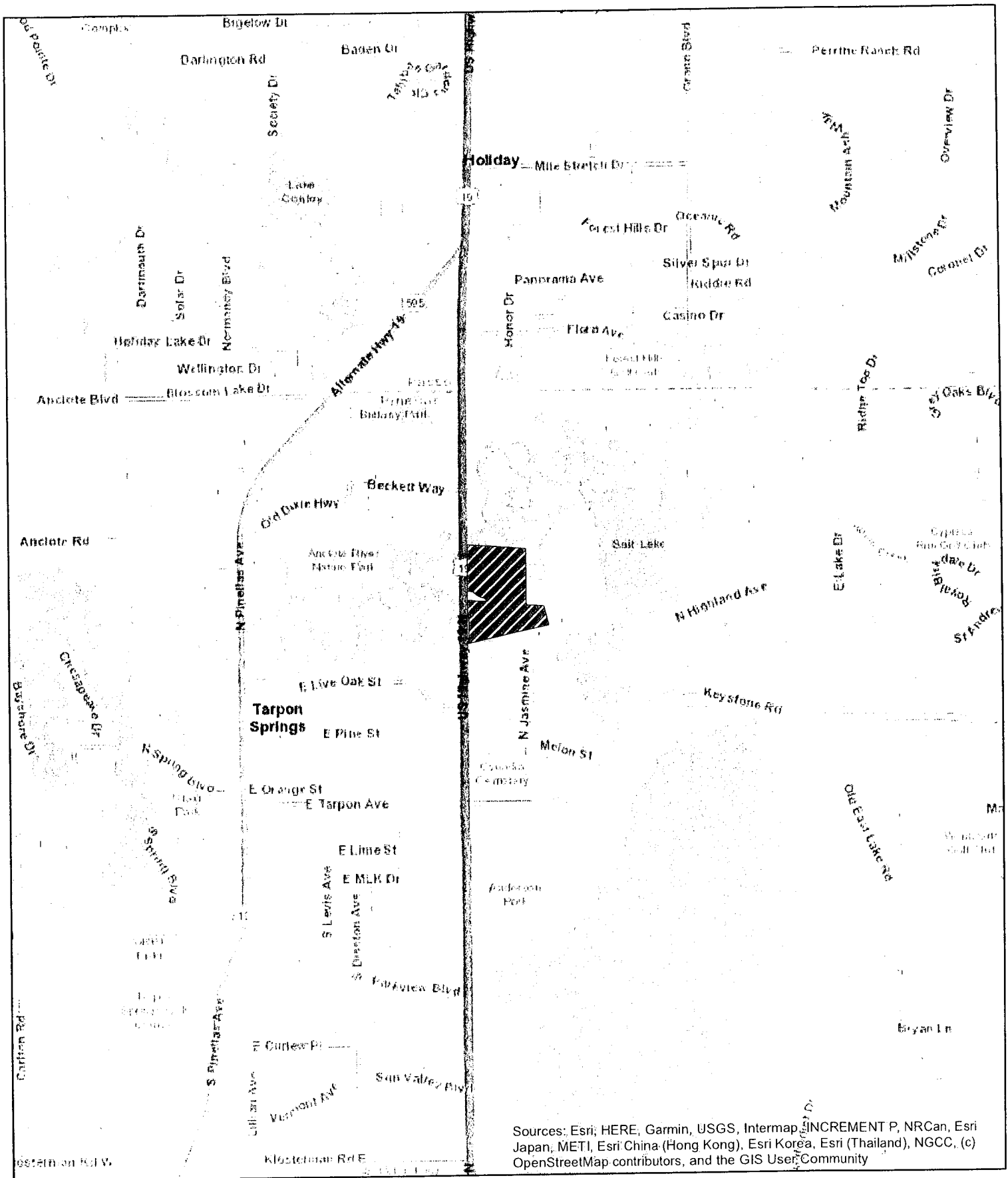


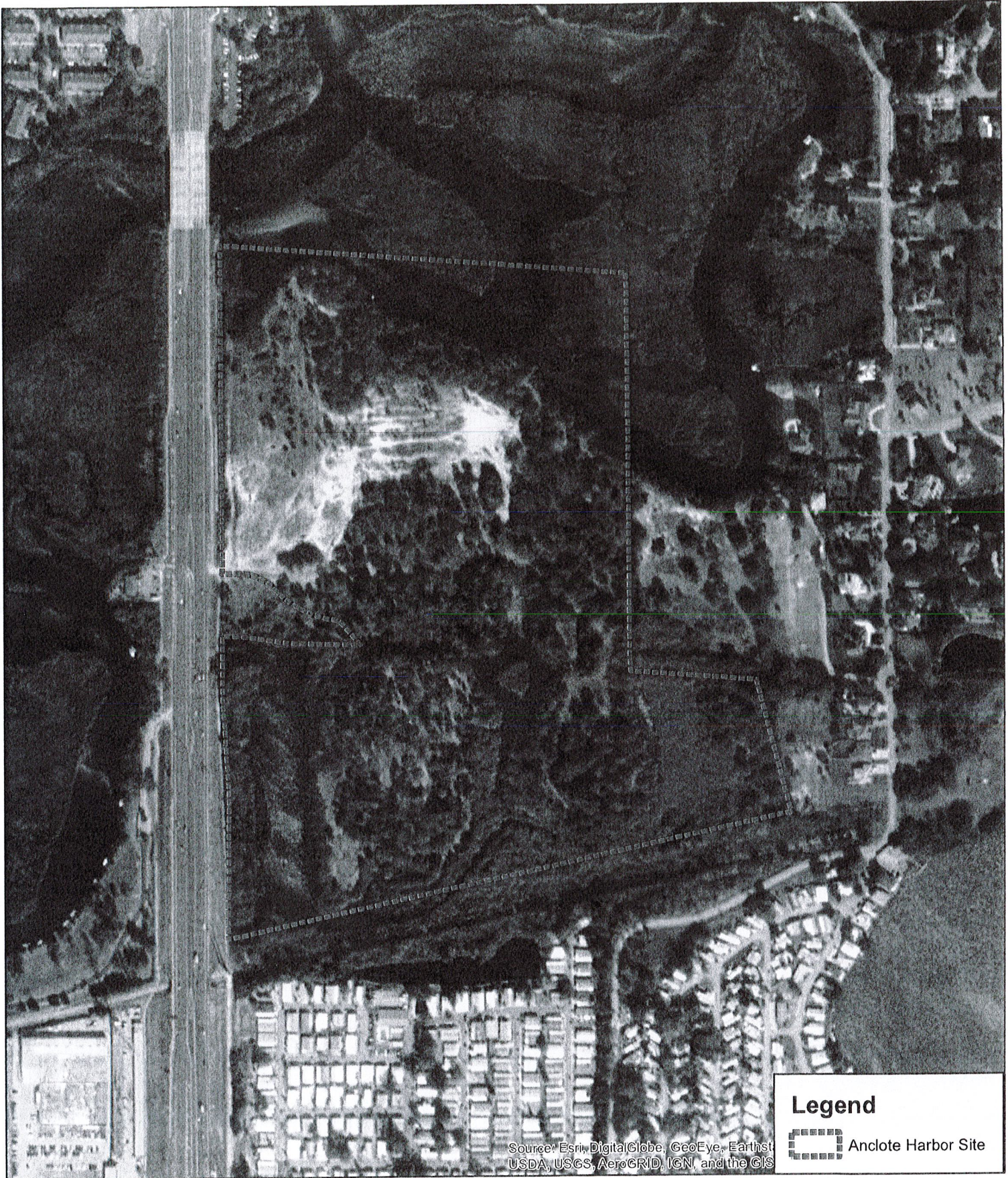
Dillon Reeves
Project Manager



John Miklos
President

Attachments





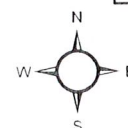
Legend

 Anclote Harbor Site

Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AeroGRID, IGN, and the GIS


Bio-Tech Consulting Inc.
 Environmental and Permitting Services
 3025 E. South Street Orlando, FL 32803
 Ph: 407-894-5969 Fax: 407-894-5970
 www.bio-techconsulting.com

Anclote Harbor Site
 Pinellas County, Florida
 Figure 2
 Aerial Photograph Map

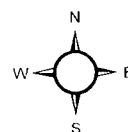
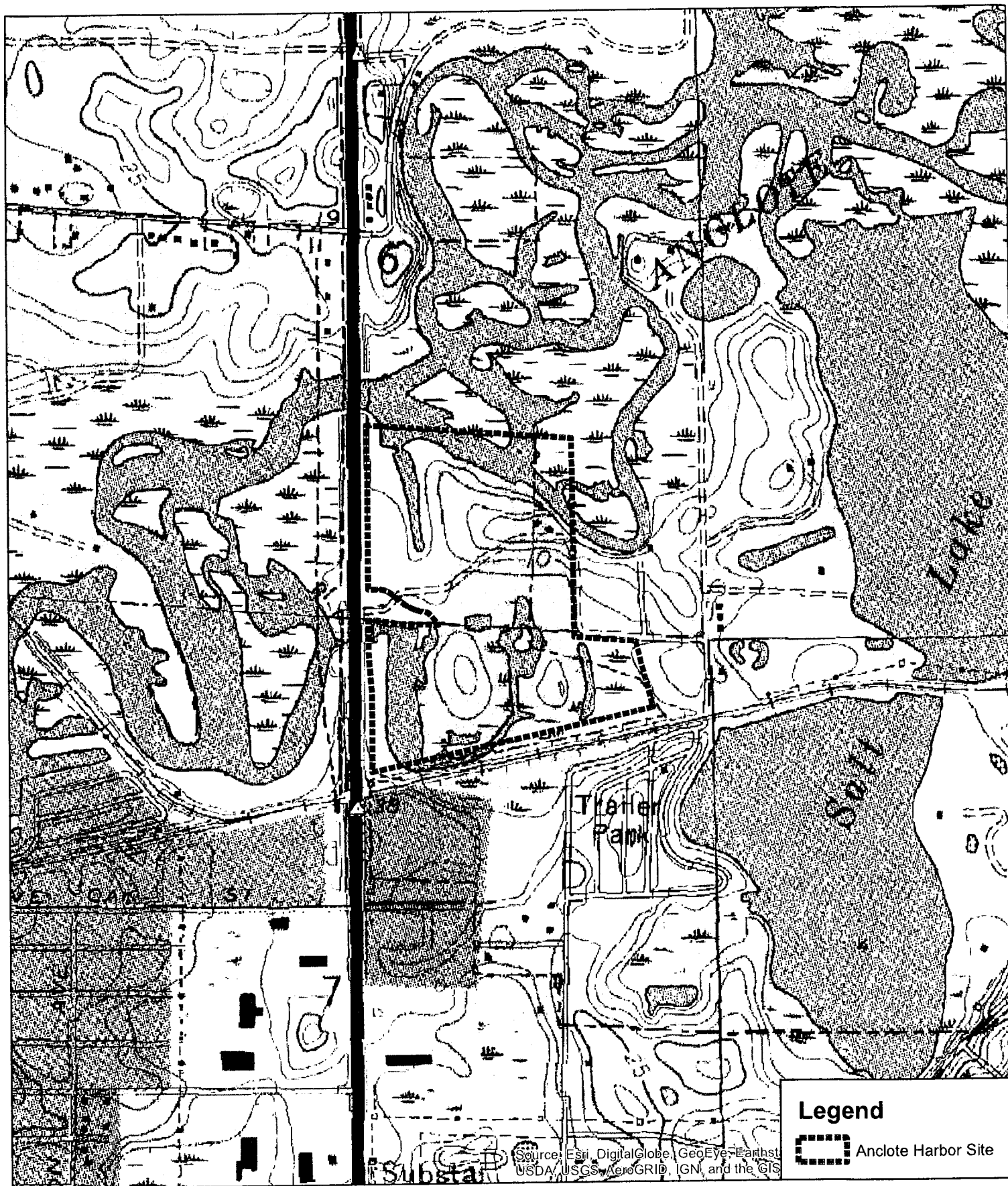


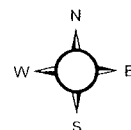
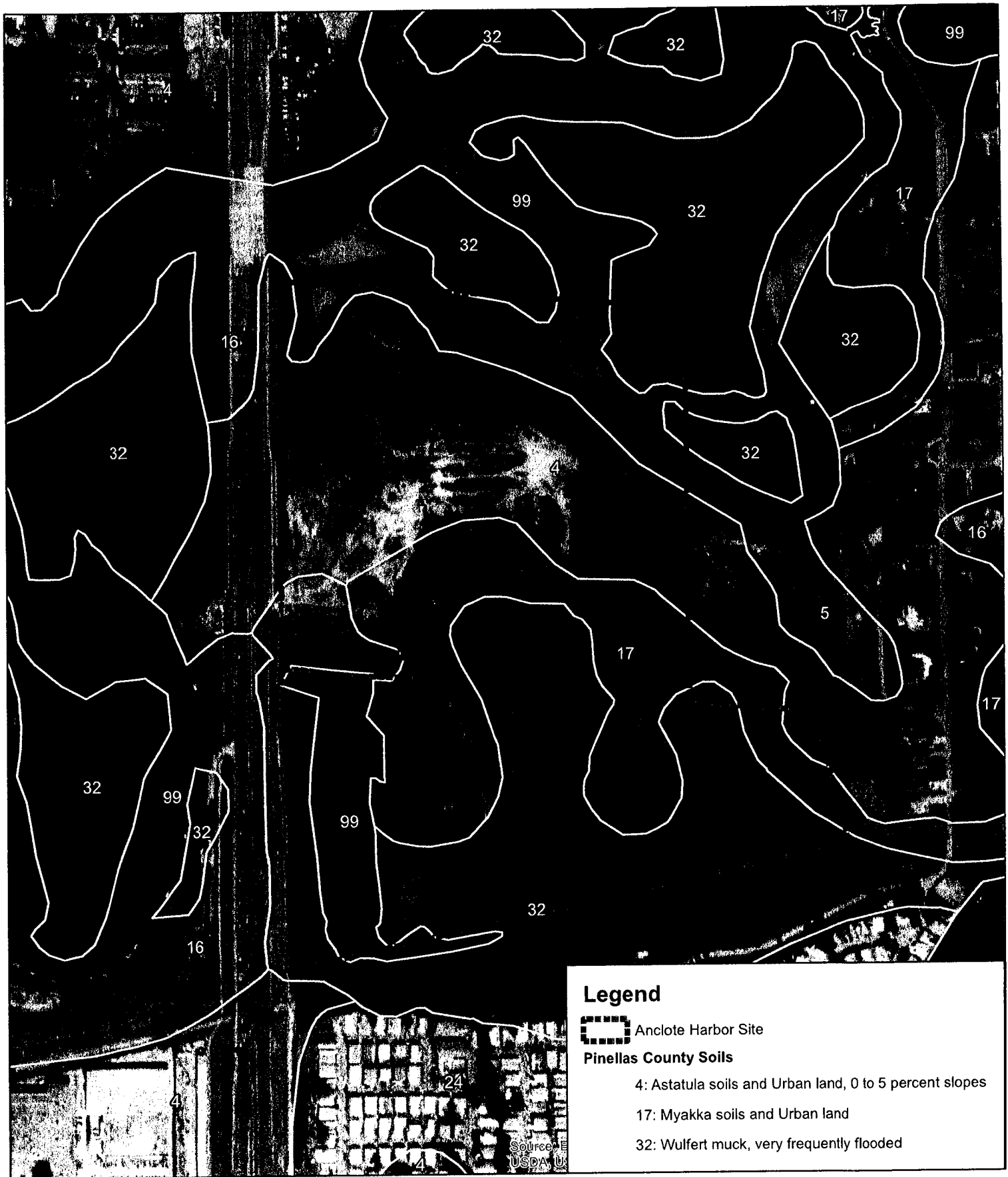
 770 Feet

Project #: 1119-03

Produced By: STC

Date: 7/24/2020



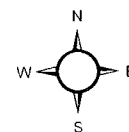
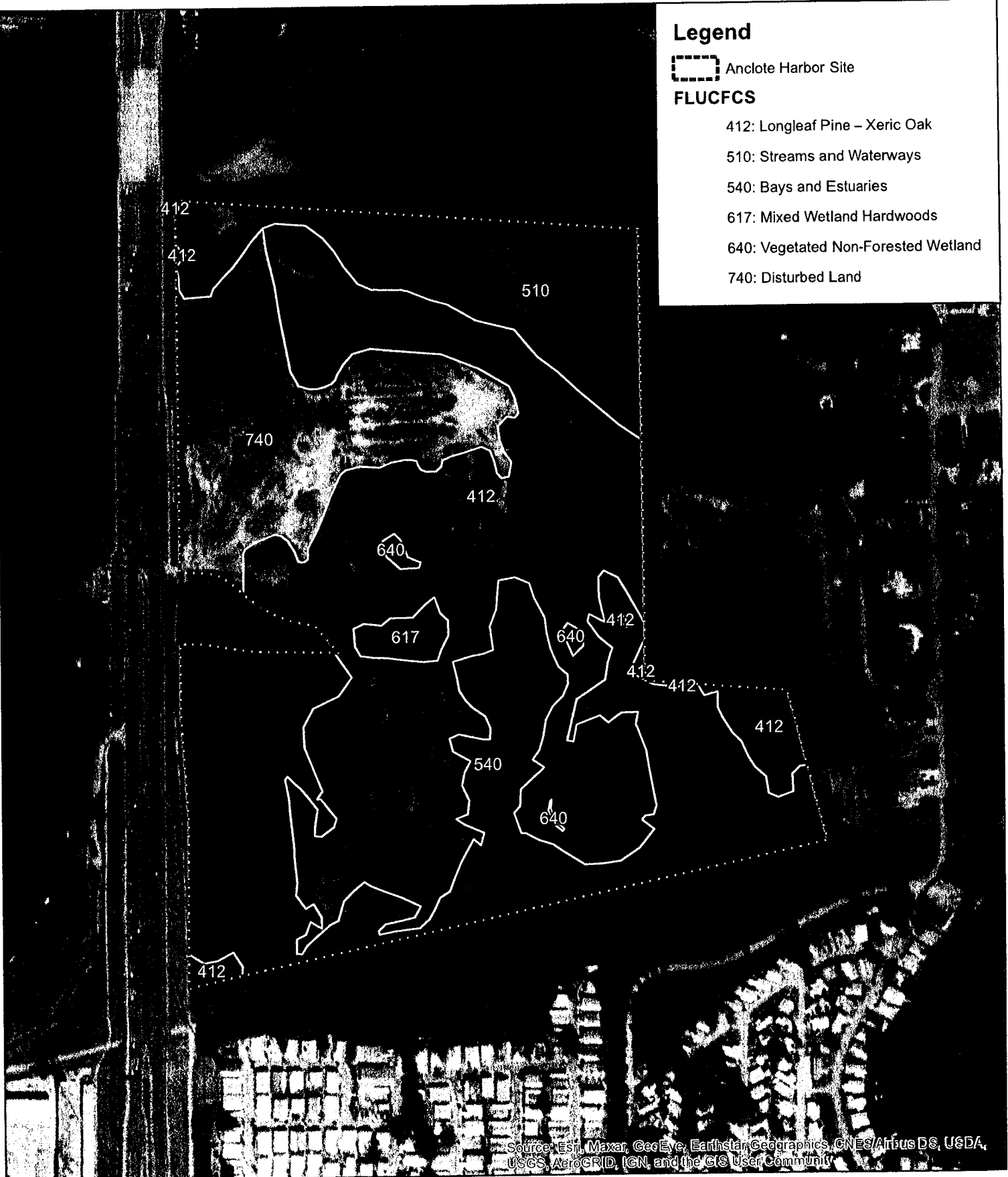


Legend

 Anclole Harbor Site

FLUCFCS

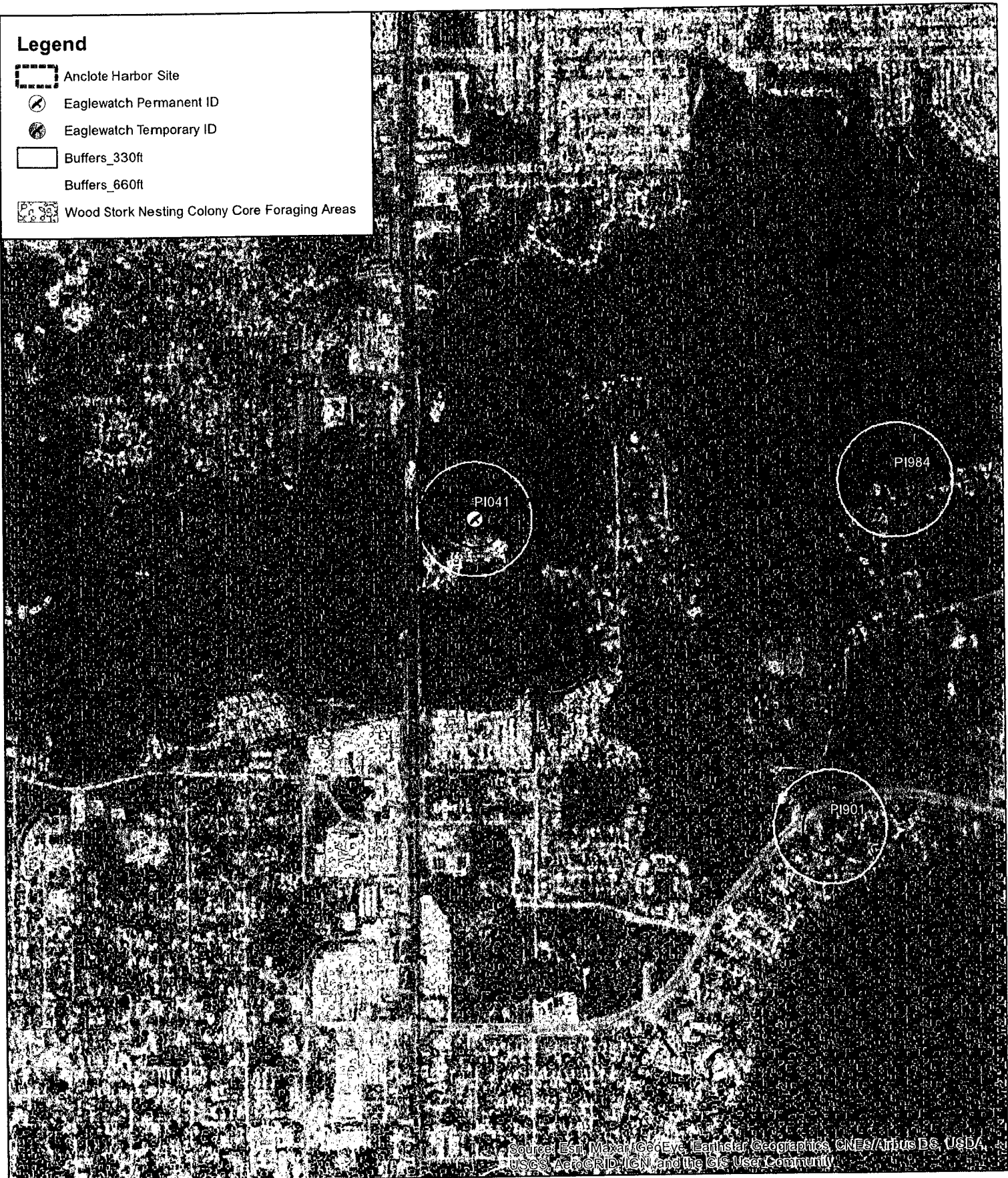
- 412: Longleaf Pine – Xeric Oak
- 510: Streams and Waterways
- 540: Bays and Estuaries
- 617: Mixed Wetland Hardwoods
- 640: Vegetated Non-Forested Wetland
- 740: Disturbed Land



400

Legend

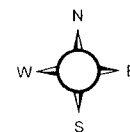
-  Ancote Harbor Site
-  Eaglewatch Permanent ID
-  Eaglewatch Temporary ID
-  Buffers_330ft
-  Buffers_660ft
-  Wood Stork Nesting Colony Core Foraging Areas



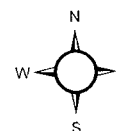
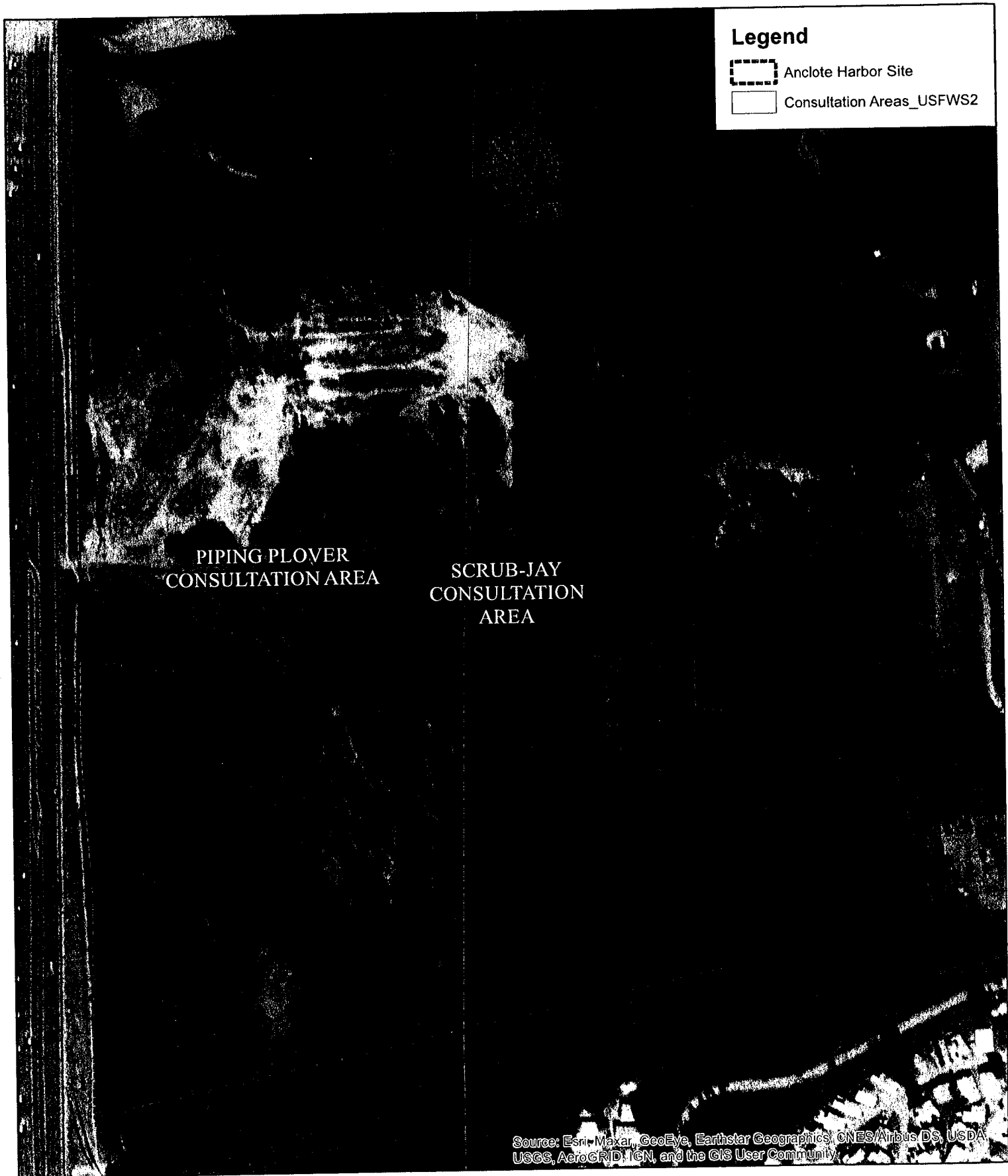
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

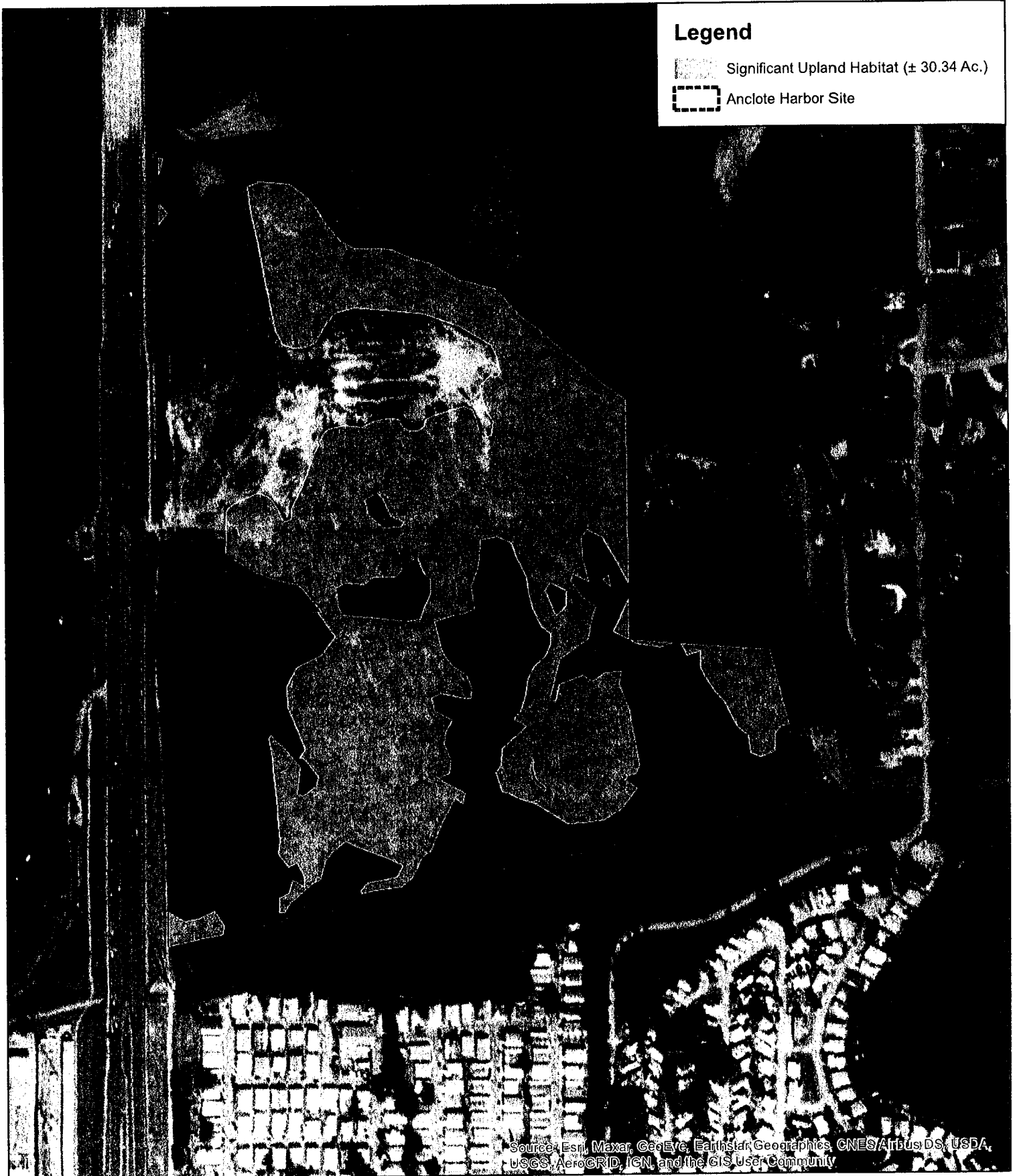
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Ancote Harbor Site
 Pinellas County, Florida
 Figure 6
 Wildlife Proximity



1,500 Feet
 Project #: 1119-03
 Produced By: JDH
 Date: 6/15/2021





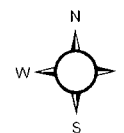


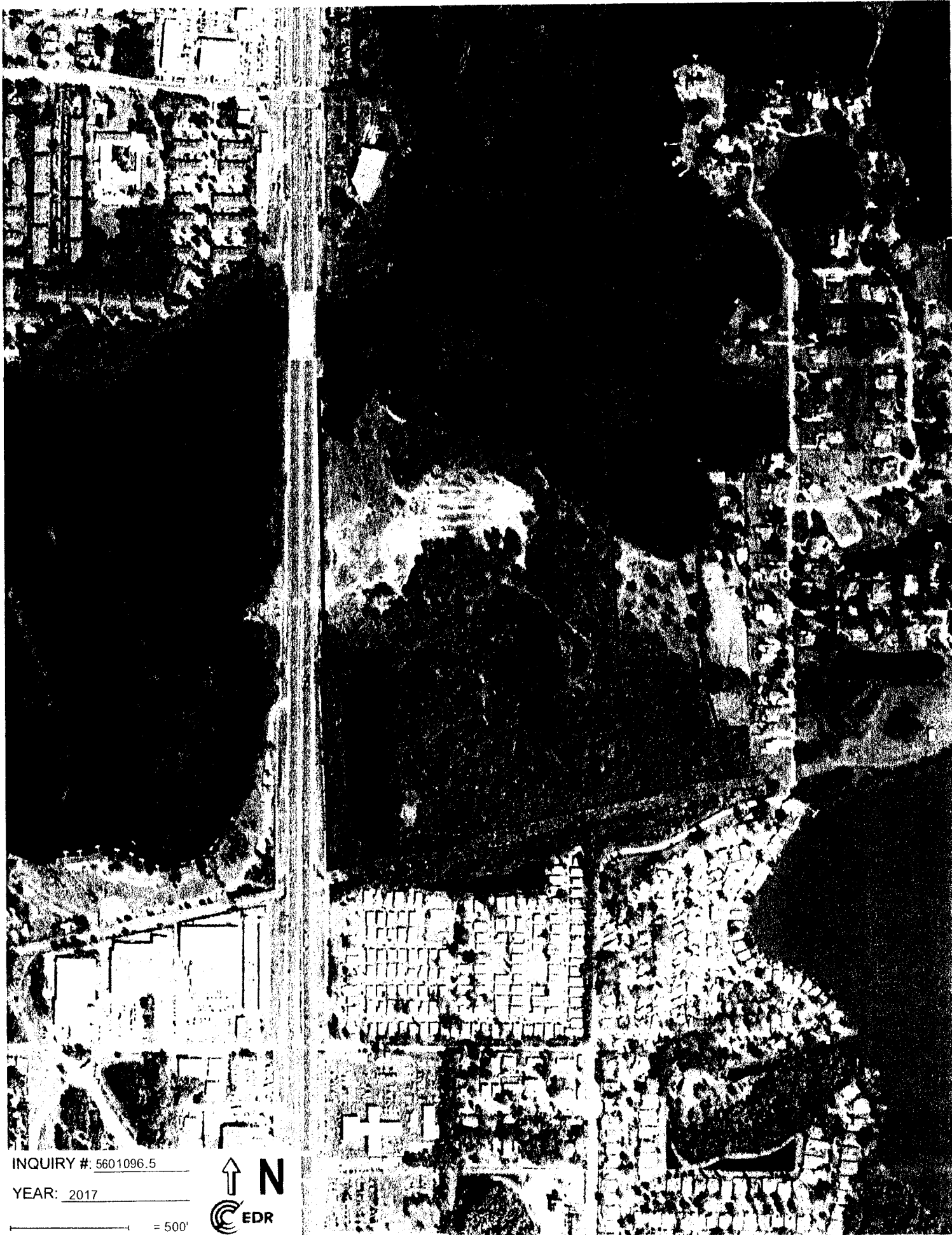
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Anclote Harbor Offsite Roadway Improvements
 Pinellas County, Florida
 Figure 1
 Brazilian Peppertree Dominance

400 Feet

 Project #: 1119-03
 Produced By: JDH
 Date: 8/16/2021





INQUIRY #: 5601096.5

YEAR: 2017

— = 500'



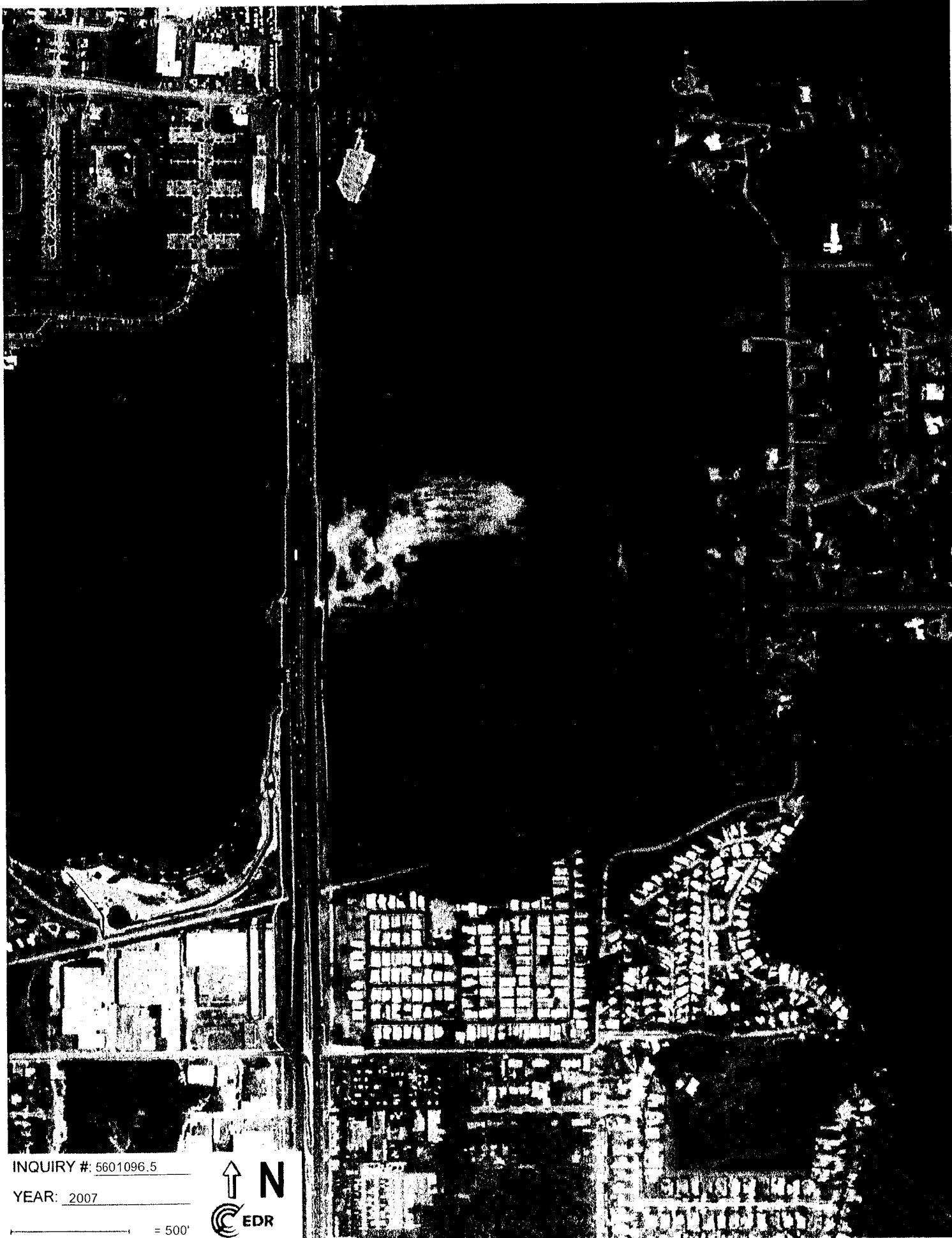


INQUIRY #: 5601096.5

YEAR: 2010

= 500'





INQUIRY #: 5601096.5

YEAR: 2007

= 500'





INQUIRY #: 5601096.5

YEAR: 1998

= 500'





INQUIRY #: 5601096.5

YEAR: 1986

= 500'





INQUIRY #: 5601096.5

YEAR: 1976

= 500'





INQUIRY #: 5601096.5

YEAR: 1962

= 500'





INQUIRY #: 5601096.5

YEAR: 1957

_____ = 500'





INQUIRY #: 5601096.5

YEAR: 1951

= 500'





INQUIRY #: 5601096.5

YEAR: 1941

= 500'



Table 1: Potentially Occuring Listed Wildlife and Plant Species in Pinellas County, Florida			
Scientific Name	Common Name	Federal Status	State Status
Plants and Lichens			
Lepidochelys kempii	Kemp's Ridley Sea Turtle	E	FE
Bigelovia nuttallii	Nuttall's rayless goldenrod		E
Chamaesyce cumulicola	sand-dune spurge		E
Chrysopsis floridana	Florida goldenaster	E	E
Eragrostis pectinacea var. tracyi	Sanibel lovegrass		E
Glandularia tampensis	Tampa vervain		E
Lechea cernua	nodding pinweed		T
Lechea divaricata	pine pinweed		E
Najas filifolia	narrowleaf naiad		T
Pteroglossaspis ecristata	giant orchid		T
Reptiles			
Alligator mississippiensis	American Alligator	SAT	FT(S/A)
Caretta caretta	Loggerhead Sea Turtle	T	FT
Chelonia mydas	Green Sea Turtle	T	FT
Dermochelys coriacea	Leatherback Sea Turtle	E	FE
Drymarchon couperi	Eastern Indigo Snake	T	FT
Gopherus polyphemus	Gopher Tortoise	C	ST
Lampropeltis extenuata	Short-tailed Snake		ST
Birds			
Athene cunicularia floridana	Florida Burrowing Owl		ST
Charadrius melodus	Piping Plover	T	FT
Charadrius nivosus	Snowy Plover		ST
Egretta caerulea	Little Blue Heron		ST
Egretta rufescens	Reddish Egret		ST
Egretta tricolor	Tricolored Heron		ST
Falco sparverius paulus	Southeastern American Kestrel		ST
Haematopus palliatus	American Oystercatcher		ST
Mycteria americana	Wood Stork	T	FT
Pandion haliaetus	Osprey		SSC*
Platalea ajaja	Roseate Spoonbill		ST
Rynchops niger	Black Skimmer		ST
Sternula antillarum	Least Tern		ST
Mammals			
Sciurus niger shermani	Sherman's Fox Squirrel		SSC
Trichechus manatus	West Indian Manatee	T	FT



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MB81938D

Version Number: 0

Effective: 2021-04-02 **Expires:** 2025-09-30

Issuing Office:

**Department of the Interior
U.S. FISH AND WILDLIFE SERVICE**

Migratory Bird Permit Office
1875 Century Boulevard, NE
Atlanta, Georgia 30345
permitsR4MB@fws.gov
Tel: 404-679-7070
Fax: 404-679-4180

Digitally signed by

Chief, Migratory Bird Permit
Office, Atlanta, Georgia

Permittee:

EVAN SCHLECKER, REGIONAL VICE
PRESIDENT
MORGAN GROUP DEVELOPMENT LLC
2750 NW 3RD AVENUE, SUITE #2
MIAMI, FL 33127
US

Authority: Statutes and Regulations: 16 U.S.C. 668-668(d), 16 U.S.C 703-712 50 CFR Part 13, 50 CFR 22.26

Location where authorized activity may be conducted:

See Condition D.

Reporting requirements:

Monitoring requirements are outlined in Condition I Monitoring Requirements.
Reporting requirements are outlined in Condition D, E, I1 and in Condition J Reporting Requirements.
Condition J Reporting Requirements outlines the required schedule of monitoring reports (Condition I3) and the content of the annual summary monitoring report.

Authorizations and Conditions:

Southeast Region Eagle Biologist Ulgonada Kirkpatrick, Ulgonada_Kirkpatrick@fws.gov, (352) 406-6780



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Version Number: 0

Effective: 2021-04-02 **Expires:** 2025-09-30

Southeast Region Eagle Permit Coordinator Resee Collins, Resee_Collins@fws.gov, (404) 679-4163

Link to federal permit regulations: <https://www.fws.gov/birds/policies-and-regulations/permits/permit-policies-and-regulations.php>

Eagle nest means any assemblage of materials built, maintained, or used by Bald Eagles or Golden Eagles for the purpose of reproduction.

In-use nest means a bald or golden eagle nest characterized by the presence of one or more eggs, dependent young, or adult eagles on the nest in the past 10 consecutive days during the breeding season.

Alternate nest means one of potentially several nests within a nesting territory that is not an in-use nest at the current time. When there is no in-use nest, all nests in the territory are alternate nests.

Disturb/disturbance means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.

B. You are responsible for ensuring that the permitted activity is in compliance with all federal, tribal, state, and local laws and regulations applicable to eagles.

C. Valid for use by permittee named and any subpermittees (See Condition H).

D. Due to all building activities associated with the construction of (5) four-story multi-family apartment buildings and community amenities (clubhouse), parking lot and stormwater management ponds for the Anclote Harbor project site located in Tarpon Springs, Pinellas County, Florida, you are authorized to:

Take (1) pair of nesting Bald Eagles at (2) nest locations by means of disturbance, including the loss of productivity of eggs or young due to potential abandonment of either Bald Eagle nest identified as PI041 or PI041a

Bald Eagle Nest PI041 Location: 28.162333, -82.738167, Tarpon Springs, Pinellas County, Florida

Bald Eagle Nest PI041a Location: 28.162168, -82.738177, Tarpon Springs, Pinellas County, Florida

Reporting Required: Annual Summary by June 30 of 2021, 2022, 2023, 2024, 2025, 2026

Construction activities will be phased over a multi-year period and will include, but is not limited to, land clearing, grading, and infrastructure installation. The Bald Eagle nests being impacted are within the 660 foot radius buffer zone around each eagle nest, with the closest construction occurring no closer than a 100 foot radius from either Bald Eagle nest during any time of year. Construction and all project activities are prohibited within a 330 foot radius of either eagle nest when the nest is in-use.



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The authorizations granted by this permit apply only to take that results from activities conducted in accordance with the description contained in the permit application and the terms of the permit. If the permitted activity changes, you must immediately contact the Eagle Biologist to determine whether a permit amendment is required in order to retain take authorization.

E. This permit does not authorize intentional take or injury of any live eagles, excluding take of eggs or young by nest abandonment as described in Condition D, nor does it authorize take of any eagle nest.

You must immediately notify the Southeast Region Eagle Permit Coordinator by phone and email upon discovery of any unanticipated take or regarding any apparent injury or death occurring to any eagle, including viable eggs or young, for any reason, during project activities. You must immediately contact Tampa Bay Raptor Rescue at (727) 798-2385 or (813) 205-1851 to coordinate transporta. on of any injured eagle.

F. You are authorized to salvage eagle feathers found on the ground in the vicinity of the Bald Eagle nests located in Condition D. Any salvaged items found at the site must be shipped within 30 days to the National Eagle Repository, Contact: **U.S. Fish and Wildlife Service, National Eagle and Wildlife Repository, RMA, Bldg. 128, 6550 Gateway Road, Commerce City, Colorado, 80022, (303) 287-2110.**

You must immediately notify the Southeast Region Eagle Permit Coordinator by phone and email upon discovery of any eagle carcass(es) at the location listed in Condition D.

G. You must comply with the following avoidance or minimization measures prescribed by this permit for take of eagle(s) identified in Condition D. **All minimization measures, unless noted otherwise, are applicable when any eagles are present at any nest site and the nest meets the definition of an in-use nest during the Bald Eagle nesting season (October 1 – May 15); or when the nest is in-use before October 1 or after May 15:**

1. Eagle Nest Buffer Zones. You will erect a temporary protective barrier to delineate the 100 foot radius buffer zone around each eagle nest tree identified in Condition D to prevent construction personnel or heavy equipment from entering into this buffer while any construction or associated project activities are occurring.

2. FOR ACTIVITIES WITHIN 660 FEET OF EITHER EAGLE NEST TREE:

a. If any construction work or project activities outlined in Condition D are conducted when either nest is in-use:

(1) Initiate a noise abatement program for construction personnel within 660 feet of an eagle nest, to include:

(a) No excessive and/or sudden loud noise, including engine braking, tailgate banging, loud radios, shouting, singing, etc.;

(b) All motorized equipment, including saws or other hand held power tools, must be moved indoors if possible or placed behind a temporary structure to minimize noise at and reflect noise away from the direction of either eagle nesting area;

(c) Minimize the need for "reverse" indicator horns and utilize ground flag crews to the degree practicable to avoid using reverse indicator horns; and



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(d) Provide signage in English and Spanish (if applicable) indicating the need for quiet to the extent practicable.

3. FOR ACTIVITIES BETWEEN 660 and 330 FEET OF EITHER EAGLE NEST TREE:

a. If any construction work or project activities outlined in Condition D are conducted when either nest is in-use, you must initiate a traffic abatement program which includes that you establish offsite parking/carpool locations for construction personnel outside of 330 feet from either eagle nest tree.

4. FOR ACTIVITIES WITHIN 330 FEET OF EITHER EAGLE NEST TREE:

a. All exterior construction, heavy landscaping and associated activities within 330 feet of either eagle nest tree is prohibited when either eagle nest is in-use.

5. FOR ACTIVITIES WITHIN 100 FEET OF EITHER EAGLE NEST TREE:

a. Exterior construction, use or placement of heavy equipment, heavy landscaping and associated activities are prohibited within 100 feet of either eagle nest tree during any time of year; and
b. To the extent practicable, minimize human access by foot or vehicle, including mowing and/or foot traffic within 100 feet of either eagle nest tree anytime either nest is in-use.

6. Prior to conducting or while activities in Condition D are occurring, you must provide educational materials that outline how to minimize disturbance to eagles as listed in Condition G, along with the contact information for an eagle rehabilitator provided in Condition E in the event any eagle is injured or is found on the ground, to the following:

- a. The contractor and construction personnel;
- b. Occupants of any structure described in Condition D; and
- c. Maintenance personnel responsible for the post-project maintenance of the project area described in Condition D.

7. Site stormwater ponds no closer than 100 feet from either nest and construct them when both nests are not in-use. Plant native pines and/or hardwoods and native groundcover around the pond to create, enhance or expand the visual vegetation buffer between construction activities and the eagle nests by planting appropriate native pines or hardwoods.

8. Retain the largest native pines and hardwoods for use as potential eagle roost or nest sites by preserving all native trees outside of the project footprint. Maintain and/or create, enhance or expand the visual vegetation buffer between construction activities and the eagle nests by planting appropriate native pines or hardwoods.

9. To the extent practicable, construction or associated project activities farthest from either eagle nest should occur prior to construction or associated project activities closest to either nest.

10. Down-shield all new permanent exterior lighting so that lights do not shine directly onto either eagle nest.

11. Follow state and federal guidelines, laws and label instructions at all times if using pesticides, herbicides, or other chemicals on property identified in Condition D.



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12. If applicable, coordinate the design and construction or retrofitting of new and existing utility lines to be in compliance with the Avian Power Line Interaction Committee (APLIC) Guidelines found at www.aplic.org (<http://www.aplic.org>) to reduce the potential for any electrocution, collision and/or nesting of avian species.

H. Subpermittees.

1. Any person who is employed by or under contract to you for the activities specified in this permit, or otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.
2. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age.
3. Any subpermittee who has been delegated this authority may not re-delegate to another individual/business.
4. You are responsible for ensuring that your subpermittees are qualified to perform the work and adhere to the terms of your permit. You are also responsible for maintaining current records of designated subpermittees. As the permittee, you are ultimately legally responsible for compliance with the terms and conditions of this permit and that responsibility may not be delegated.
5. You and any subpermittees must carry a legible copy of this permit and display it upon request whenever exercising its authority.

I. Monitoring Requirements.

1. A qualified monitor is required to monitor eagle use of the nesting territory, which is defined as up to a 1.5 mile radius of the eagle nest identified in Condition D, on property that is legally accessible by you and where the activities outlined in Condition D occur. The monitor must be experienced in recognizing specific patterns and changes of eagle behavior, and employed by or contracted by the permittee, landowner, company or entity responsible for having the activity monitored. The monitor must also be as inconspicuous as possible, so not to cause a disturbance with their presence, and when applicable, a wildlife blind or viewing location out of direct sight of the eagles is recommended.

Monitoring must be conducted at a distance that allows for observation without an interruption in the eagle's normal breeding behavior. If eagles do not return to the nest at the location described in Condition D, you are required to monitor on adjacent property that is accessible by you to assess whether or not eagles nest, roost and/or forage at a new location.

If a new eagle nest is built on the property described in Condition D or within the nesting territory, you must report that new eagle nest location within 10 days to the Southeast Region Eagle Biologist. Additional monitoring and authorization may be required based on the new eagle nest location in relation to activities described in Condition D.



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2. Monitoring must occur at a time of day when eagles are most likely to be in the area, (early morning, beginning ½ hour before sunrise, or late afternoon, beginning ½ hour before sunset). You must assess whether or not eagles return to the nesting territory as identified in Monitoring Requirements No.1 and continue to nest, roost and/or forage there, and/or if the eagles attempt to build or occupy another nest.

3. Once project activities have begun, including if construction activities have begun but are not occurring, monitoring is required annually to determine eagle nesting activity and/or nest failure. During each nesting season, no additional monitoring is required once eaglets have fledged from the nest or nest failure is documented.

The required monitoring period is:

- During each eagle nesting season, defined as October 1 through May 15, or when the nest is in-use; and
- For an additional (1) nesting season after project has been completed.

Monitoring must be conducted according to the following schedule:

Frequency	Schedule	Time	Time of Day
Once	November	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Between December 15 and January 15	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Between February 15 and March 15	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	April	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	May	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Every month after until fledging or nest failure is documented	60 – 90 minutes	Begin ½ hour before sunrise or before sunset

4. Monitoring reports must include the following information:

- Date and length of time Bald Eagles were observed;
- Time of day;
- Number and age of Bald Eagles observed (i.e. juvenile, immature, sub-adult, adult); if age is not known, provide description;
- Observed behavior (e.g. perching, feeding, sitting on or attending nest, in flight);
- If a new eagle nest is built on or adjacent to your property, the new location and whether the eagles produced young at that site;
- If any eagle nesting attempt was successful, failed or the eagles abandoned the area; and
- A description of any human activity at the time eagles are observed during each month of the monitoring period (e.g. construction, road building, use of machinery, etc.).

J. Reporting Requirements.



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1. You may use Form 3-202-15 (Eagle Take Annual Report) found online at www.fws.gov/forms/3-202-15.pdf (<http://www.fws.gov/forms/3-202-15.pdf>) to report monthly and annual Bald Eagle monitoring activities. Use of this form is not mandatory, but the same information must be submitted.
2. You must submit an annual report, Eagle Take Annual Report Form 3-202-15, to the Service summarizing the information you obtained through monitoring and include your monthly monitoring reports as an attachment by June 30 of each calendar year a report is required as follows:
 - a. Electronically to FW4eaglemonitoring@fws.gov (<mailto:FW4eaglemonitoring@fws.gov>). The email subject line for each report submitted must reference the permit number, project title or name, and month/year of report, and
 - b. Mailed to U.S. Fish and Wildlife Service Migratory Bird Permit Office, 1875 Century Boulevard, Atlanta, Georgia, 30345.

If no eagle activity is observed, a report indicating "no activity observed" is required.
If project activities were delayed or not conducted, an annual report indicating "no activities occurred" is required.

50 CFR 22.26 STANDARD CONDITIONS EAGLE TAKE (DISTURBANCE PERMIT)

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 22.26 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit and/or citation. The standard conditions below are a continuation of your permit conditions. If you have questions regarding these conditions, refer to the regulations and forms, or to obtain contact information for your issuing office, visit:

<https://www.fws.gov/birds/policies-and-regulations/permits/permit-policies-and-regulations.php>
(<https://www.fws.gov/birds/policies-and-regulations/permits/permit-policies-and-regulations.php>)

1. This permit does not authorize you to conduct activities on federal, state, tribal or other public or private property without additional prior written permits or permission from the agency/landowner.
2. You remain responsible for all outstanding monitoring requirements and mitigation measures required under the terms of the permit for take that occurs prior to cancellation, expiration, suspension, or revocation of the permit. Provisions for discontinuance of permit activity are outlined in 50 CFR 13.26.
3. You must maintain records as required in 50 CFR 13.46. Your records must also include the data gathered for monitoring and reporting purposes. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.
4. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect and audit or copy any permits, books or records required to be kept by the permit and governing regulations (50 CFR 13.47).



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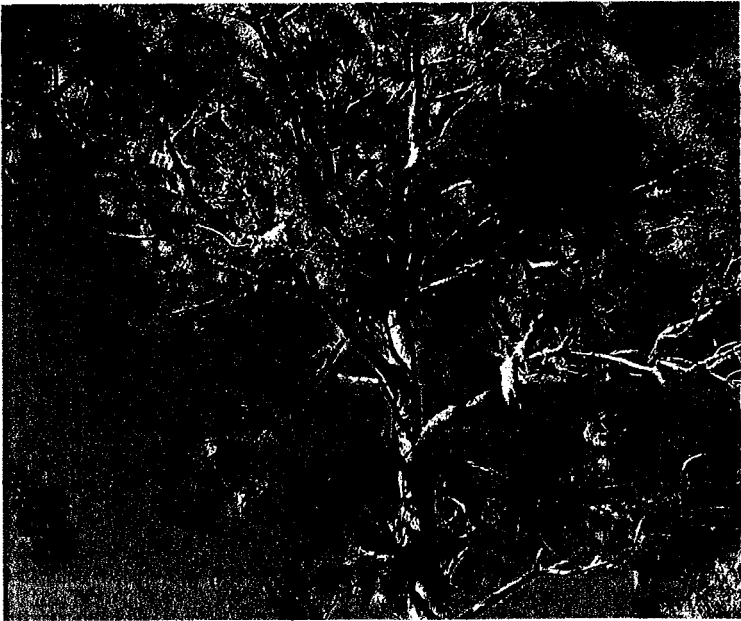
5. You must allow Service personnel or other qualified persons designated by the Service, access to the areas where eagles are likely to be affected by your project activities, at any reasonable hour, and with reasonable notice from the Service, for purposes of monitoring eagles at the site(s) while the permit is valid and for up to 3 years after it expires.

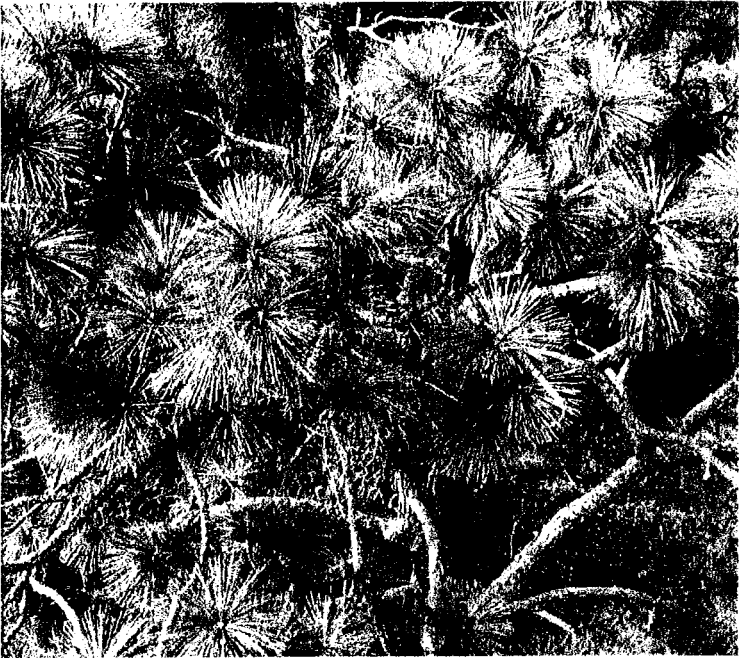
6. The Service may amend, suspend, or revoke a permit issued under this section if new information indicates that revised permit conditions are necessary, or that suspension or revocation is necessary, to safeguard local or regional eagle populations. This provision is in addition to the general criteria for amendment, suspensions and revocation of Federal permits set forth in 50 CFR 13.23, 13.27, and 13.28 of this chapter.

7. To renew this permit if the activities described in Condition D have not been completed by the expiration date of this permit, permittee must meet issuance criteria at the time of renewal and must also have been in compliance with permit conditions, including all monitoring and reporting requirements of the original permit.

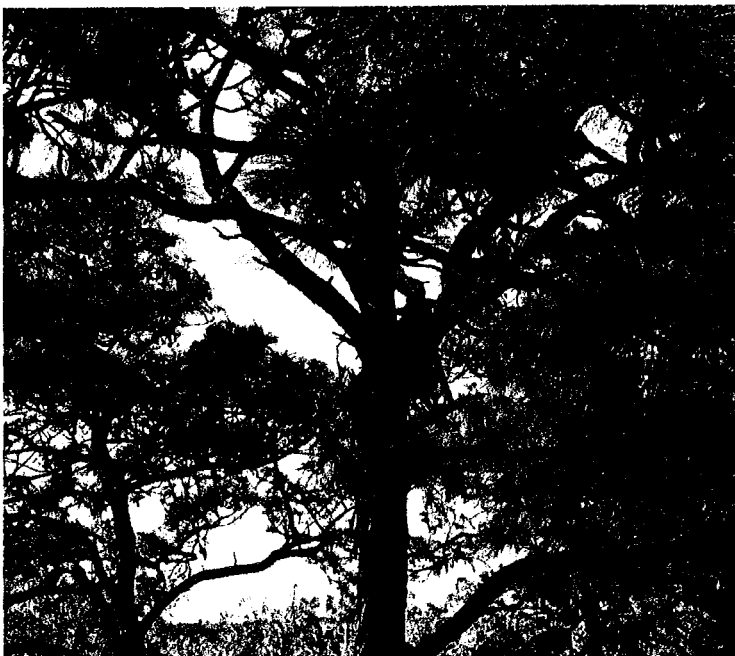
8. You may request amendment to your permit. The Service will charge a fee for substantive amendments made to permits within the time period that the permit is still valid. The fee is \$500 for commercial permittees and \$150 for non-commercial permittees (50 CFR 13.11(d)(4)). Substantive amendments are those that pertain to the purpose and conditions of the permits and are not purely administrative. Administrative changes, such as updating name and address information, are required under 13.23(c), and the Service will not charge a fee for such amendments. Requests for substantive amendment must be submitted via Form 3-220-71.

###

General ID: Large Eagle Nest Notes: From the ground level this appears to be the most recent nest construction.		
Photo # 1	Date of Photograph: 01/14/2021	

General ID: Large Eagle Nest Notes: When photo was taken from above a Great Horned Owl was documented using this nest. Center of the photo.		
Photo # 2	Date of Photograph: 01/14/2021	

General ID: Smaller recorded eagle nest Notes: This nest is dilapidated.		
Photo # 1	Date of Photograph: 01/14/2021	

General ID: Smaller recorded eagle nest Notes: Additional Photo of dilapidated nest		
Photo # 2	Date of Photograph: 01/14/2021	

General ID: One of several homeless Camps Notes:		
Photo # 1	Date of Photograph: 01/14/2021	

General ID: Homeless Camp Notes:		
Photo # 2	Date of Photograph: 01/14/2021	

General ID: Dumping Notes:		
Photo # 1	Date of Photograph: 01/14/2021	

General ID: Dumping Notes:		
Photo # 2	Date of Photograph: 01/14/2021	

Wetland Photo Log		Page 1
General ID: Wetland 2 Notes: Trash and refuse		
Photo # 1	Date of Photograph: 01/14/2021	

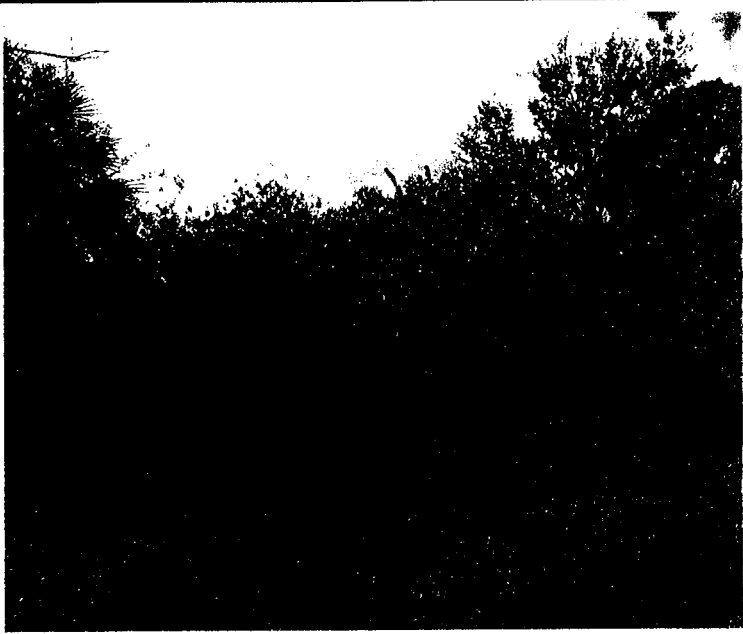
General ID: Wetland 2 Notes: Exotic species, Punk Tree dominant		
Photo # 2	Date of Photograph: 01/14/2021	

Environmental Assessment	
Wetland Inventory and Assessment	
General ID: Wetland 6 Notes: Dumping	
Photo # 1	Date of Photograph: 01/14/2021
	

General ID: Wetland 6 Notes: Exotic species	
Photo # 2	Date of Photograph: 01/14/2021
	

General ID: Open water with fringe of Brazilian pepper Notes: Cardinal Direction:		
Photo # 1	Date of Photograph: 01/14/2021	

General ID: Landward side of Open water with Brazilian pepper fringe Notes: Cardinal Direction:		
Photo # 2	Date of Photograph: 01/14/2021	

General ID: Exotic species Brazilian pepper and Fedilia Notes:		
Photo # 1	Date of Photograph: 01/14/2021	

General ID: Dumping and Exotic Species Notes:		
Photo # 2	Date of Photograph: 01/14/2021	

General ID: Disturbed Land – Off road vehicle use Notes:		
Photo # 1	Date of Photograph: 01/14/2021	

General ID: Disturbed Land – Off road vehicle use Notes:		
Photo # 2	Date of Photograph: 01/14/2021	

Resolution 2021-60 Exhibit H



October 12, 2021

Ms. Patricia L. McNeese, AICP
Principal Planner
City of Tarpon Springs
324 East Pine Street
Tarpon Springs, Florida 34688

RE: ***Anclote Harbor Apartments
East of US 19 and North of E Live Oak Street
City of Tarpon Springs, Florida
Transportation Management Plan***

Dear Ms. McNeese,

This Transportation Management Plan (TMP) memorandum documents the proposed transportation demand management strategies for the Anclote Harbor Apartments residential development. The proposed Anclote Harbor Apartments are located along US 19 in Pinellas County, Florida, north of the Pinellas Trail. The Florida Department of Transportation (FDOT) context classification for US 19 is C3 – Suburban and the speed limit on US 19 is 55 miles per hour (MPH). This development is proposed to include up to 404 mid-rise multi-family dwelling units.

Introduction

This Transportation Management Plan has been prepared to meet the requirements set forth in the City of Tarpon Spring Land Development Code (LDC). The LDC requirements include the following:

Section § 122.11.03:

“Transportation management plans are to be submitted by applicants of development projects in conjunction with their site plans. Transportation management plans are required for development applications seeking to utilize transportation management strategies/improvements to address their development impacts.”

Section § 122.11.04:

“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.”

Development projects located within deficient road corridors that generate between 51 and 300 new peak hour trips are classified as tier 1. The Anclote Harbor Apartments meets the criteria of a tier 1 project as US 19 currently operates with a deficient Level of Service (LOS) and the development is anticipated to generate between 51 and 300 new peak hour trips.



655 North Franklin Street, Suite 150, Tampa, FL 33602

813-620-1460

The LDC identifies twelve (12) transportation management strategies. The eight (8) bolded/italicized strategies in the list below are proposed for the Anclote Harbor Apartments residential development:

1. ***Intensity reduction***
2. ***Density reduction***
3. Project phasing
4. Outparcel deletion
5. ***Physical highway improvements***
6. ***Operational improvements (signal)***
7. ***Access management strategies***
8. Mass transit initiatives
9. ***Demand management/commuter assistance***
10. ***Bicycle/pedestrian improvements***
11. Intelligent transportation system improvements
12. ***Livable community site design features***

The Project phasing (#3) and Outparcel deletion (#4) are not applicable as the project is proposed to contain one phase and will not include any outparcels. The developer also continues to coordinate with Pinellas Suncoast Transit Authority (PSTA) and Pasco County Public Transportation (PCPT) for Mass transit initiatives (#8). However, neither agency has requested transit stops or transit stop improvements at the project site at this time. Finally, the portion of US 19 that the project is adjacent to does not currently have Intelligent transportation systems (#9), therefore this transportation demand strategy is not applicable.

The eight (8) proposed transportation management plan strategies for the Anclote Harbor project are detailed in the following section.

Transportation Management Plan Strategies

The following transportation demand strategies have been developed through coordination with the Florida Department of Transportation (FDOT) and City of Tarpon Springs staff for the proposed Anclote Harbor development. The proposed strategies are detailed in the following subsections.

1. Intensity Reduction

The project is proposing a rezoning to Residential Planned Development (RPD). The site is currently zoned for commercial use. As stated in the City's staff report, intensity for this project was reviewed in terms of proposed project trip generation and the proposed residential use generates significantly less trips compared to trip generation rates for either office or retail land uses.

A comparison of the proposed land use and other potential allowable density and intensity is provided in **Table 1**. A 50,000 square foot retail and 400,000 square foot office development on the site would generate approximately 300% more trips.

Table 1: Intensity Comparison

Land Use	A.M. Peak-Hour Trips	P.M. Peak-Hour Trips	% Increase Over Apartment
400,000 square feet Office 50,000 square feet Retail	579	750	299% AM 321% PM
203,091 square feet Shopping Center 75 Multifamily dwelling units 30,056 square feet Office 6,000 square feet Convenience Retail & Gas Station	701	1,245	383% AM 599% PM
404 Apartment Units	145	178	--

2. Density Reduction

The project is proposing a density reduction. The project is reducing density by 17.4%. The density allows for the development of up to 489 units, but the applicant is seeking approval for only 404 dwelling units. The reduction in density supports a reduction in new trips to and from the project site.

3. Project Phasing

The Anclote Harbor Apartments project will be developed in one phase; therefore, project phasing is not applicable.

4. Outparcel Deletion

The Anclote Harbor Apartments residential development does not include any proposed commercial uses, therefore there are no outparcels to delete on the site.

5. Physical Highway Improvements

The Anclote Harbor Apartments development is proposing right turn deceleration lanes at the two US 19 project driveways and left-turn lanes at the offset median u-turns. The turn lanes will help offset project traffic impacts to US 19. The offset left-turn median openings will also provide median openings for existing traffic to utilize along US 19 without having to impact the adjacent traffic signals along US 19.

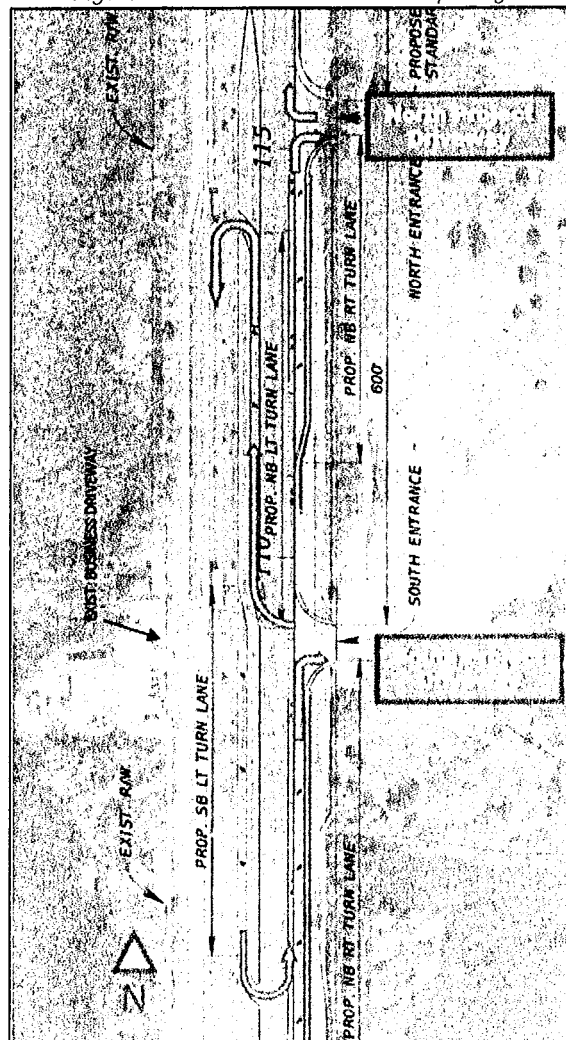
6. Operational improvements (Signal Retiming)

Signal timing adjustments are identified at the intersection of US 19 & Klosterman Road in the Traffic Impact Analysis (TIA) submitted for the Anclote Harbor Apartments residential development. The project developer will coordinate with Pinellas County should signal timing adjustments or retiming be needed after buildout of the project.

7. Access Management Strategies

To provide access to the site, offset left-turn lanes will be constructed along US 19 (**Figure 1**). The offset left-turn lanes are required by the FDOT as a safer alternative to a full median or a directional median opening at the project access location. The offset left-turn lanes improvement will allow vehicles traveling on US 19 to make a southbound or northbound u-turn movement, improving existing conditions as it provides an opportunity for vehicles to make a u-turn in both directions prior to the existing northbound and southbound left-turn lanes at the signalized intersections of US 19 & E Live Oak Street and US 19 & Beckett Way. This improvement is anticipated to reduce the future northbound and southbound u-turn movements at these adjacent signalized intersections and the existing median openings and improve the intersection operations for these movements.

Figure 1: Offset Left-Turn Median Openings



8. Mass Transit Initiatives

The project development has coordinated with Pinellas Suncoast Transit Authority (PSTA) and Pasco County Public Transportation (PCPT). Neither agency has requested transit stops or transit stop improvements at the project site at this time.

9. Demand Management/Commuter Assistance

The Anclote Harbor Apartment community will foster multimodal transportation by providing bicycle storage, electric vehicle charging, and encouraging ride sharing and resident carpooling programs. Electric vehicle charging stations will be installed in the parking area to serve each of the five residential buildings and the Clubhouse. Underground conduit will also be installed in the area of each residential building to enable future, additional installation of electric vehicle charging stations to meet future increased demand for electric vehicle charging in the community.

Bicycle storage will be provided on site to encourage multimodal trips and reduce vehicle trips to and from the community. Bicycle storage will be provided near residential areas and the Clubhouse. Residents will be able to connect to the Bicycle facilities and the Pinellas Trail from the development via existing sidewalk or existing bicycle lanes along US 19.

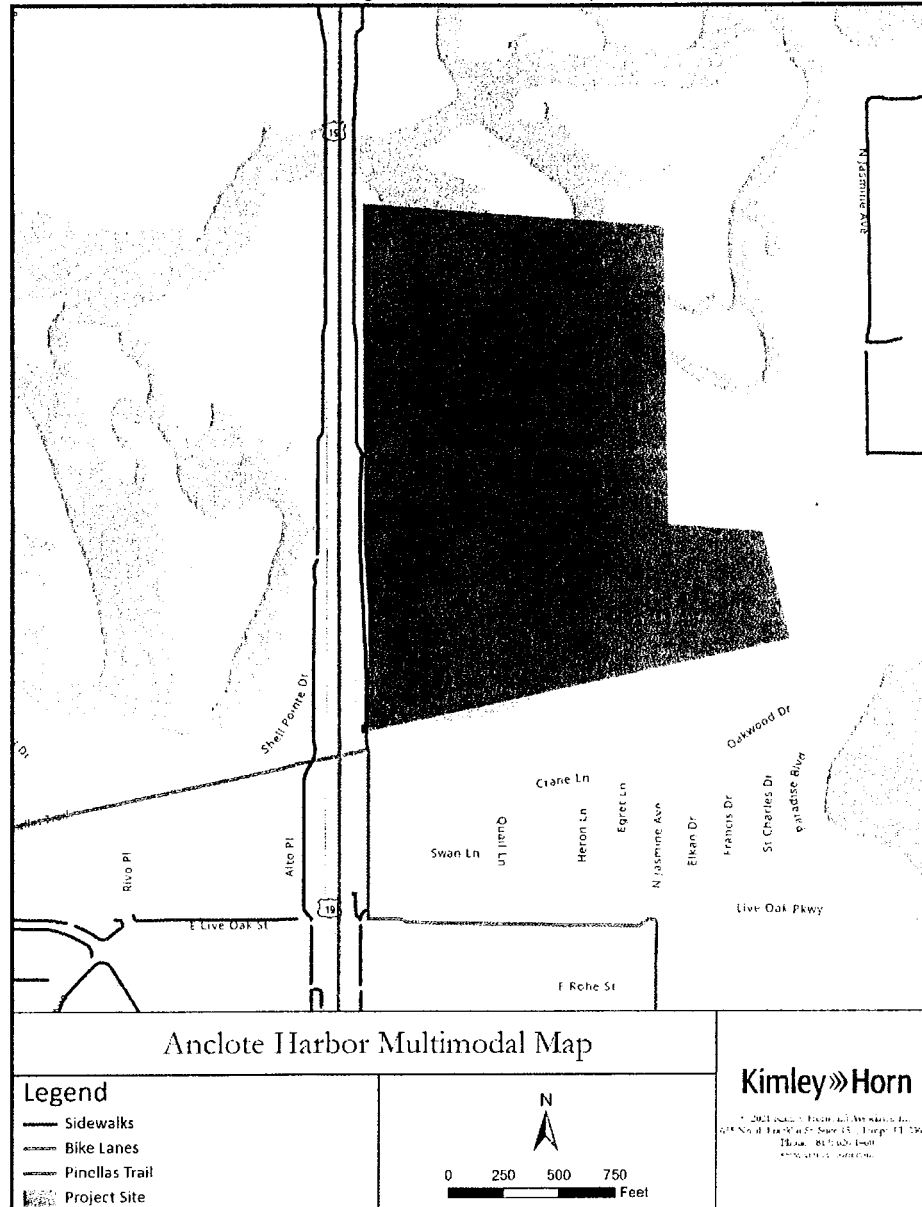
Commuter assistance will be provided in the form of the resident carpooling programs, as well as the encouragement of ride share program usage to reduce single occupancy personal vehicle trips. Transportation information for the commuter assistance will be provided in the leasing office.

10. Bicycle/Pedestrian Improvements

The site design promotes a pedestrian-friendly design with an internal sidewalk/path network and sidewalk connections from the site to US 19 and the Fred Marquis Pinellas Trail. Sidewalks and bicycle lanes currently exist along both sides of US 19. The Fred Marquis Pinellas trail is approximately 0.25 miles south of the site and will be connected to the site via the existing sidewalk along US 19. The trail provides multimodal access throughout Pinellas County including downtown Tarpon Springs as well as existing and future trail connections in Pasco County.

The sidewalk connection will be provided from the site to the existing sidewalk along US 19. A map illustrating the existing multi-modal connectivity is provided in **Figure 2**. A proposed sidewalk circulation exhibit is provided on the site plan showing the proposed sidewalk connections on site. Pedestrian facilities will be provided on site as well as additional gathering spaces including trails, pocket park, playground and pet park. Additionally, the Anclote Harbor Apartments community will offer a bike share program for its residents.

Figure 2: Multimodal Map



11. Intelligent Transportation System Improvements

The project is located adjacent to US 19. The portion of US 19 that the project is adjacent to does not currently have intelligent transportation systems, therefore this transportation demand strategy is not applicable.

12. Livable Community Site Design Features

Anclote Harbor Apartments will encourage traffic reduction by promoting a livable community through site design features. The apartments will enable a live-work-play lifestyle. Residents will have access to on-site recreational amenities such as a resort style pool, fitness center with yoga, cardio and strength training studios, dog park, grill stations, on-site boat dock access, kayak/canoe launch areas, and walking paths with a sidewalk connection to the Pinellas Trail.

The project will also enable working-from-home by featuring a co-working inspired business center with large collaborative spaces, private conference room, and private office spaces. The provision of working-from-home feature will reduce vehicles trips by supporting residents' business needs on-site.

Summary of Transportation Management Plan Strategies

The Anclote Harbor Apartments residential development is providing eight (8) of the twelve (12) transportation demand strategies identified in the City of Tarpon Springs LDC. The eight (8) bolded/italicized strategies in the list below are proposed for the Anclote Harbor Apartments residential development:

1. ***Intensity reduction***
2. ***Density reduction***
3. Project phasing
4. Outparcel deletion
5. ***Physical highway improvements***
6. ***Operational improvements (signal)***
7. ***Access management strategies***
8. Mass transit initiatives
9. ***Demand management/commuter assistance***
10. ***Bicycle/pedestrian improvements***
11. Intelligent transportation system improvements
12. ***Livable community site design features***

Four (4) strategies are not included in the Anclote Harbor TMP due to the applicability and feasibility of the strategies related to the proposed project.

Transit Agency Coordination

Transit service on US 19 adjacent to the project site is jointly provided by PSTA and PCPT. Route 19 service operates on US 19. The stops nearest to the project site are located near the intersection of US 19 & E Live Oak Street and at the Beckett Way intersection. Both PSTA and PCPT have been contacted regarding the provision of a transit stop at the project site. Both PSTA and PCPT indicated they are not requesting a transit stop at the project site at this time. Documentation of correspondence from PSTA in September 2021 is attached. Coordination with PCPT is currently on-going.

Bus Rapid Transit Potential

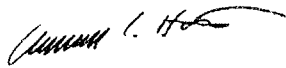
US 19 is designated as a priority corridor for future Bus Rapid Transit (BRT) by Forward Pinellas, Pinellas County's transportation planning authority. US 19 is identified as a Primary Corridor of Forward

Pinellas' Countywide Plan Transit-Oriented Land Use Vision Map. Primary Corridors are those identified as appropriate for investment in high-frequency, limited-stop transit, which may provide local or regional connectivity. The development should participate and coordinate in future planning efforts for BRT on US 19. At this time, stop and route specifics of BRT implementation on US 19 have not been determined.

Please review this Transportation Management Plan memorandum and let us know if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Christopher Hatton, P.E.
Senior Vice-President



Kelly Fearon, P.E.
Traffic Engineer

Attachments: Communication Documentation from PSTA

From: Henry Lukasik <hlukasik@psta.net>
Sent: Friday, September 17, 2021 1:46 PM
To: Cintron, Artie <Artie.Cintron@kimley-horn.com>
Subject: RE: Anclote Harbor Multi-Family: Transit Discussion

Afternoon Artie,

Good to hear from you. All is well and hope the same for you.

There has been no change on our side since we last spoke. PSTA does not provide service that far north on US 19 so we should not have a need for any transit improvements.

Thanks for checking back with us and if you need anything else do not hesitate to contact me.

Have a good weekend!

Henry

Henry Lukasik
Director of Maintenance
Pinellas Suncoast Transit Authority (PSTA)
St. Petersburg, Florida
O: (727) 540-1845 | C: (727) 580-1094



From: Cintron, Artie <Artie.Cintron@kimley-horn.com>
Sent: Wednesday, September 15, 2021 2:09 PM
To: Henry Lukasik <hlukasik@psta.net>
Subject: RE: Anclote Harbor Multi-Family: Transit Discussion

Henry,

I hope all is well and it has been some time since we last spoke.

Our multi-family project (attached for reference) that we previously spoke about is going back through rezoning. One of the conditions was that we had direct coordination with PSTA to determine if there is any service stop need for our site. The last time we spoke verbally I believe it was discussed that there was not a service need at our location. I wanted to follow up to confirm this is still the case. I appreciate your response and please call me with any questions.

Artie Cintron
Kimley-Horn | 655 North Franklin Street, Suite 150, Tampa, FL 33602
Direct: 813 635-5585 | Office: 813-620-1460

From: Cintron, Artie
Sent: Wednesday, September 23, 2020 2:47 PM
To: hlukasik@psta.net
Cc: Kamil Salame <kamils@morgangroup.com>; Harvey D. Gonzalez <harveyg@morgangroup.com>; Richard Buck <RichardB@morgangroup.com>
Subject: Anclote Harbor Multi-Family: Transit Discussion

Henry,

Pleasure to meet you. I called you earlier this week but wanted to follow up.

We are the civil engineer for the proposed Anclote Harbor project that is currently going through a rezoning with the City of Tarpon Springs (see attached). It is located on U.S 19 just along the south side

of the Anclote River. As we progress with transportation studies and design, the City wanted us to reach out with PSTA to confirm if there is a ridership need in the area that may warrant any action or discussion.

Please let me know if you are available for a coordination discussion. I received your contact from Dan Rodriguez at HART who informed me that you would be a great contact to begin discussion.

Kimley»Horn

Artie Cintron

Kimley-Horn | 655 North Franklin Street, Suite 150, Tampa, FL 33602
Direct: 813 635-5585 | Office: 813-620-1460

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Anclore Harbor Hurricane Response Plan

This hurricane response plan was developed to:

- Provide proactive risk mitigation before a hurricane event
- Ensure employee and resident safety
- Expedite recovery with infrastructure plans

PRE-HURRICANE SEASON PLANNING

At least 60 days prior to the beginning of hurricane season (June 1st), Management will issue notice to residents informing them of the governmental resources available to them in case of emergency (Exhibit A). Residents will be encouraged to prepare a hurricane plan for their entire household. This outline will specify what every member of the household will do before, during and after a hurricane. Guidelines for preparing the hurricane plan are as follows:

- Gather a two-week supply of all items listed in "Suggested Hurricane Supply Checklist" (Exhibit B)
- Asking an out-of-town relative or friend to be an emergency contact, and to make sure everyone knows that person's phone number. Telling emergency contact person your location during the hurricane.
- Making arrangements, in advance, for where residents will stay during a hurricane - at home, a friend's home, a shelter or a hotel. Making arrangements for a back-up location as well. Making sure your emergency contact knows the location, address and phone number.
- Making arrangements for those with special needs or pets and register with county.
- Practice and reviewing hurricane plan.
- Management will mass email periodic updates to all residents and advise current conditions or when services have been restored. Please make sure that management has an updated email address for you.

Elderly and Special needs Residents will be reminded of the following

- Elderly, frail, or a persons with disabilities will be encouraged to have friends or relatives help with housing and welfare.
- Making a list of prescribed medications, and get a month's supply. Making copies of the prescriptions. Special diets should be budgeted for at least 3 days
- Making sure you are wearing an I.D. bracelet with your name, medications, allergies and contact information.
- If someone in the residence requires special attention or medical care, contact Pinellas County Emergency Management at (727) 464-3800 to register and receive more information about available assistance.

BEFORE A HURRICANE EVENT:

In the event of a hurricane, Management issue notice (Exhibit C) informing residents of action plans. Residents and team members will be encouraged to adhere closely to the emergency response guidelines (Exhibit D). When an evacuation order is issued, EVERYONE must evacuate the community. Employees and emergency responders are expected to evacuate as well. There will be reduced access to emergency services during a storm, and authorities will not be available to help you. Essential operations, such as the elevators, air conditioning, water service etc. may be suspended. Please also keep in mind that if you do not evacuate, you can expect that there will be no staff available for possibly several days after the storm. Once evacuated, you should plan on having to stay away for up to a week or more. Government officials may block the return of all persons, except essential emergency personnel, from coming back to the area for up to several days. Residents who do not evacuate will be encouraged to comply with the Hurricane shelter in place recommendations (Exhibit E)

Residents will be advised to prepare their units for a hurricane as follows:

- Remove all furniture and decorative wall fixtures from any open balcony or patio.
- Close and firmly lock all sliding glass doors and windows.
- Prepare for the loss of utility services
- Clean bathtubs and fill with water in case water lines are damaged. Use this water for cleaning and to refill toilet as needed.

AFTER A HURRICANE EVENT:

Management Team will assess damage caused by the community and work with available resources to remediate and mitigate property damage to the extent possible. Management will issue post-storm notifications on guidelines (Exhibit F) to expedite recovery efforts. In the event of a power outage, the Clubhouse will serve as an emergency space to issue resident directives and help manage relief efforts. To help expedite community recovery efforts, emergency back-up power at the clubhouse will be provided via a rechargeable battery system utilizing solar panels to recharge batteries. This system will power essential appliances such as refrigeration critical for medicine, essential food items, lighting during night time, charging of mobile devices, and access control. When used conservatively, the backup system will be able to power clubhouse essentials for 7 days or more. A draft of this system is shown on Exhibit G.

Customer Service Statement

Governmental and nongovernmental agencies in the community at large can provide vital information and resources in emergencies and natural disasters.

Standard

- Team Members maintain a listing of governmental and nongovernmental agencies that can be a valuable resource before, during, and after emergencies and natural disasters.

Task Breakdown

1. American Red Cross - www.redcross.org
 - a. Agency provides disaster relief that includes shelter, food, health and mental health services. Local chapters can be located on the website.
2. Federal Emergency Management Agency (FEMA) - www.fema.gov
 - a. Agency provides information and resources for planning, preparing, and managing disasters. The website also provides information about disaster survivor assistance and response and recovery.
3. NOAA National Weather Service - www.weather.gov
 - a. Site includes weather conditions, forecast, and active alerts and warnings.
4. National Hurricane Center - www.nhc.noaa.gov
 - a. Site includes forecasts and information on resources and preparedness.
5. FEMA tornado information - www.ready.gov/tornadoes
 - a. Site includes information on preparing for tornadoes and management during and after the storm.
6. FEMA earthquake information - www.ready.gov/earthquake
 - a. Site includes information on preparing for earthquakes, plus measures to take during and after the earthquake.
7. State emergency preparedness agencies: _____

Last Updated 11/24/2019 02:57 PM ET

Exhibit B

SUGGESTED HURRICANE SUPPLY CHECKLIST

HURRICANE SUPPLY KIT CHECKLIST (maintain a two-week supply for each person in your home of each of the following items):

Baby Supplies:	Formula, bottles, powdered milk, jarred/canned baby foods, diapers, towelettes and special medications.
Food Supplies:	Purchase foods that require no refrigeration and little preparation such as: ready-to-eat canned food, canned juices, milk/parmalat, soup, soft drinks, instant coffee/tea, lots of ice (you can freeze your water supply).
Medical Supplies:	First aid kit, rubbing alcohol, aspirin, non-aspirin pain reliever, anti-diarrheals and antacids, extra prescription medication (especially for those with heart problems and diabetics). Ask your physician or pharmacist how to store prescription medication.
Other Supplies:	Wind-up or battery-operated radios, flashlights, non-electric can opener, extra batteries, ABC-rated fire extinguisher in a small canister, portable cooler, absorbent towels, plastic trash bags, wind-up or battery operated clock, extra set of keys, screw driver, hammer, photocopies of prescriptions, photo identification, proof of occupancy of residence (utility bills), medical history and information.
Personal Items:	Toilet paper, towels, soap, shampoo, personal and feminine hygiene products, denture needs, contact lenses and an extra pair of eye glasses, sun protection and insect repellent
Water:	A minimum of seven gallons of water per person (1/2 gallon for drinking and 2 gallons for bathing, tooth brushing, etc.). Please store water in clean plastic containers.

Exhibit C

Dear Residents:

You may be aware that _____ is under a Hurricane Watch, which would mean that our area could be subject to hurricane conditions including high force winds and potentially heavy rainfall that could cause flooding, as well as additional post-storm rainfall over several days. While we hope that this severe weather threat passes, we urge you to take the necessary steps to be prepared in the event we do experience hurricane force winds and rain. We would like to advise you to closely monitor weather bulletins, forecasts and official declarations until the hurricane threat has passed.

In an effort to help you prepare for the effects of possible hurricane conditions we would like to share the following information gathered from the American Red Cross, National Weather Service and Federal Emergency Management Agency:

When a Hurricane Threatens

- Turn your refrigerator and freezer to the coldest settings, opening them only when absolutely necessary.
- Freeze water in plastic jugs and use them to fill every space in the refrigerator/freezer to keep food cool.
- Prepare an emergency water supply before the hurricane strikes. Figure one gallon of drinking water per person per day. Also, fill coolers with ice.
- Sterilize the bathtub, jugs, bottles, cooking utensils and other containers. Scrub thoroughly, sponge and swab with bleach, then rinse. Let the bathtub and other containers dry, and then fill with water. This water can be used for sanitary purposes.
- Make sure you have at least a two week supply of non-perishable foods. Don't forget a non-electric can opener.

Evacuations

- Given our location, the Pinellas County Emergency Management Department will likely issue an immediate evacuation order. All residents and employees will be required to evacuate the building in short order. Residents are encouraged to stay with family members or friends who live in a non-evacuation area.
- Upon receipt of the evacuation order, the Management Team will relay the evacuation requirement via e-mail and to mobile numbers on file via SMS (Short Message Service).
- Please ensure the Management Office has your most updated contact information (cell phones, emails, emergency contacts). These will be used to communicate when it is safe to return
-

Residents are responsible for securing their personal belongings

- Remove everything from your balconies.
- Secure all windows and sliding glass doors.
- Place towels around windowsills in case of water intrusion.
- Closely monitor projected conditions. Follow directions issued by local, state, and federal agencies
- Insurance is recommended to insure your belongings against loss or displacement. You may want to review the terms of your current policy to ensure that you have coverage for any personal loss.
- Unplug your television, computer, DVD and stereo equipment.
- Back up your computer. If you are in a flood-prone area, move electronic equipment above the floor level.
- Bring in all objects that can be easily blown away, such as patio furniture, bikes, plants and grills.
- Prepare your vehicle. Fill your gas tank early. Gasoline may not be available for days after the hurricane strikes due to power outages.
- If available, park your car in a garage or away from trees. Try to avoid sub-grade parking areas and if possible, park your vehicle above ground level.
- Check all flashlights, battery powered lanterns and portable radios and have spare batteries on hand.
- Make sure you have plenty of water and food for your pet. You may also consider having disposable waste pads available in the event you cannot take your pet outdoors.
- Collect your disaster supply kits, along with blankets and sleeping bags and keep them with you.
- Store valuables and documents, place valuables, personal papers and insurance information in a waterproof container and store them in the highest possible spot.
- Make sure you have plenty of cash, as ATM machines will be down if there is a power outage.
- Inventory your personal property (a video is an excellent idea).

During a Hurricane

- Weather conditions may deteriorate rapidly, hours before the arrival of the actual hurricane. Stay indoors. An interior room or a room without windows is usually the safest.
- If the center (eye) of the hurricane passes through our area, continue to stay indoors unless emergency repairs are absolutely necessary. Wind and rain may stop for a few minutes or for more than an hour. If this occurs, beware, the winds can/will suddenly pick up again from the opposite direction and possibly with more force than before.
- If winds become strong, stay away from windows and doors. Take refuge in a small interior room, closet or hallway. Take a battery powered radio or TV and a flashlight with you to your place of refuge. Close all interior doors and secure all exterior doors.
- If flooding threatens your home, turn off the electricity at the main breaker.
- If you lose power, turn off major appliances such as the A/C and water heater to reduce damage.

After a Hurricane

- Remain indoors until the official “All Clear” is given. Continue to monitor television and/or radio on your battery powered unit. Your local news stations will be issuing official announcements from the National Hurricane Center and local officials.
- Do not use your telephone unless you have an emergency. Do not call 911 except for life threatening situations. Consider putting your mobile device on power-save mode.
- Do not report individual interruptions in electricity, water or telephone services. The utility companies have plans to restore service as quickly as possible, and property management has no control over utility service restoration. Report individual trouble only after service has been generally restored in your area.
- If the water supplies should become contaminated, the Public Health Department will issue a boil water order after the hurricane passes. The order will remain in effect for at least 72 hours.

The on-site office will remain open as long as possible in order to assist you in any way that we can. Emergency service will be available by dialing our office telephone number as long as telephone service is still available. On site management will utilize the Active Building Resident Portal, the Community App and Facebook to send notifications and post updates to our residents.

For medical or other emergencies such as fire always dial 911 first.

EMERGENCY CONTACT INFORMATION

Medical, Police, Fire	911	
Federal Emergency Management Administration	1-800-621-3362	www.fema.gov
American Red Cross		www.redcross.org
Check here for a recommended supply list:	http://www.wcather.gov/tbw/	

You may also want to download helpful apps to stay updated on storm and flooding developments.

We hope that you and your family will monitor the weather conditions closely and be safe throughout. If you have any other questions, concerns or special needs, please do not hesitate to contact us.

Sincerely,



Exhibit D

5085

Hurricane , Preparation and Evacuation

Customer Service Statement

Morgan is committed to making optimal preparations in the event of a hurricane so as to minimize loss of life and damages.

Standard

- Team Members prepare effectively for hurricanes, recognizing that hurricanes have the potential for catastrophic damage.
- Team Members understand hurricane-related terminology and are aware of sources for monitoring storm progression (National Weather Service, local television and radio).
 - Hurricane watch: Hurricane conditions are possible within the area. A watch can be issued up to 48 hours in advance of the storm.
 - Hurricane warning: A hurricane is expected within the area. The warning may be issued 36 hours in advance.
- Team Members follow the guidelines in the Communicating within the Company and Communicating with Residents and Others standards.
- Team Members seek approval by the Regional Property Manager for all Resident communication.
- Team Members provide Resident notification in timely manner.
- Team Members follow the directives of local authorities, including orders to evacuate.
- If ordered to evacuate, Team Members close the offices and follow the guidelines in the Evacuation Plan standard. If evacuated from the Community, they will be off-duty (including from on-call responsibilities) until the storm has passed.
- Maintain a list of current and approved Supplier Partners (such as general contractors, roofers, tree companies, water extraction, etc.) and be prepared to contact them in advance.

Task Breakdown

Hurricane Watch

1. If under a hurricane watch, be alert.
 - a. Stay tuned to the local media and/or the National Weather Service for changing weather conditions.
2. Consult with the Regional Property Manager regarding precautions and Resident notification.
3. Review the Evacuation Plan standard and emergency procedures.
4. Gather emergency supplies (bottled water, flashlight, batteries, garbage bags, shovels, rakes, cell phones, plywood, gasoline and first aid kit).
5. Determine the location of nearest storm shelter.

Hurricane Warning

1. If a hurricane warning is issued, perform all of the above (if not already done).
2. Notify the Residents as soon as possible by posting hurricane warning notices in all common areas and entrances to the Community. All communications/notifications must be approved by the Regional Property Manager.
3. Follow precautions issued by the Regional Property Manager and local authorities, including:
 - a. Electrical/maintenance:
 - Disconnect electrical power, where appropriate.
 - Shut down irrigation systems to prevent water intrusion.
 - Store maintenance/shop inventory above anticipated water level.
 - Call elevators up to at least the 4th floor and notify residents.
 - b. Pool:
 - Lower pool water levels and turn off power to pool pumps.
 - Secure pool furniture or move to storage area.
 - c. Office:
 - Back up and print key code list. Store in a safe, accessible place.
 - Back up computers prior to turning them off. Store hard drives in a secure place.
 - Move equipment above anticipated water level.
 - d. Community (general):
 - Secure dumpsters, signage, and loose gutters.
4. Board up windows to the Leasing Office, maintenance shop, clubhouse, and other common areas, as directed by supervisors and local authorities.

Notes and Materials

- Notification letter to Residents
- Emergency Contact List

Last Updated 04/07/2021 05:05 PM ET

Attachments



Exhibit E

5090

Hurricane, In Progress

Customer Service Statement

Team Members comply with the directives of local officials and company supervisors during a natural disaster such as a hurricane. If unable to evacuate prior to the storm, Team Members will take measures to maximize their safety.

Standard

- Team Members will attempt to complete hurricane preparations and close the offices before the storm, but they understand that following the directives of local authorities and company supervisors takes priority.
- If the hurricane strikes before evacuation is possible, Team Members take measures to maximize their safety.

Task Breakdown

1. If you are unable to evacuate, take shelter in a wind-safe room (a reinforced room able to withstand high winds and airborne debris) or an area such as the following:
 - a. A windowless room in the center of the building, such as a closet or bathroom, on the lowest level (safest location)
 - b. An interior hallway with few or no windows
2. Close all interior doors. Secure external doors.
3. Quickly gather any immediately needed emergency supplies such as cell phones, flashlights, batteries, radios, and water.
4. Take cover, staying low to the ground.
5. Remember: If there is a lull, it could be the eye of the storm. Once the eye passes, the storm will begin again.
6. Remain indoors until storm passes.

Last Updated 04/15/2015 04:31 PM ET



Exhibit F

5095

Hurricane , After

Customer Service Statement

Morgan is committed to optimizing the safety of Residents, Team Members, and others in the Community after a hurricane .

Standard

- Team Members follow the guidelines in the Accident or Medical Emergency standard if injuries are suffered during and after the storm.
- Team Members understand that potential hazards (extensive rainfall, flooding, broken gas lines or power lines, weakened structures) exist after a hurricane has passed and take measures to maximize the safety of themselves and others and to minimize damage.
- Team Members assess the Community for risks and work with the company and local agencies to restore the Community.
- Team Members communicate with the company, Residents, and others following company standards.

Task Breakdown

Health and Safety

1. Immediately following the storm, determine the health and safety of individuals in the area.
 - a. Refer to the Accident or Medical Emergency standard, as necessary.
2. Take measures to calm and comfort the Residents and others.

Post-Storm Communication

1. Communicate with the Regional Property Manager to:
 - a. Provide an update on the situation and receive any directives.
 - b. Obtain directives regarding Resident notifications and information to be given to the answering service.
2. Notify the answering service of the Regional Property Manager-approved statement to be given out in response to inquiries.
3. Distribute the notification/information letter to the Residents (following approval by Regional Property Manager).
4. Consult with the local authorities, including utility companies, regarding issues in the Community (see below). Water quality may need to be determined before tap water can be safely ingested.

Assessment of the Community

1. Once storm has passed, assist authorities, as appropriate, with the inspection of the Community before re-entering buildings or damaged areas. Note hazards such as:
 - a. Flooded areas/roads
 - b. Loose or dangling power lines/utility outage (refer to the Utility Outage standard)
 - c. Fallen objects
 - d. Suspected gas leaks (refer to the Gas Leak standard)
 - e. Structural damage
2. When entering buildings without electricity, use only flashlights (no candles) to help visibility. Turn on flashlights outside before entering building (battery may spark and ignite leaking gas).
3. Document and photograph the damaged areas.
4. Submit the property damage claims to the company's insurance claims representative. Send a copy to the Regional Property Manager.
5. Complete an incident report. Refer to the Incident Reporting and Distribution standard.
6. Wear proper PPE (e.g., hard hats) if entering buildings.
7. As soon as practically possible, set up a meeting with the Facilities Project Manager to assess property damage and prepare a preliminary budget. Forward the preliminary budget to the Risk Management Department as soon as possible.

Post-Storm Housing/Resident Belongings

1. Resident belongings should be insured through the Residents' personal renter's insurance. The company's insurance carrier may make later settlements once responsibility for the loss is determined.
2. When situations warrant, contact the Red Cross to request assistance with coordinating temporary housing, food, and clothing vouchers. The agency may establish a crisis center location within the Community and be available to counsel Residents.

Notes and Materials

- Notification letter to Residents
- Camera
- Emergency Contact List
- Incident Report

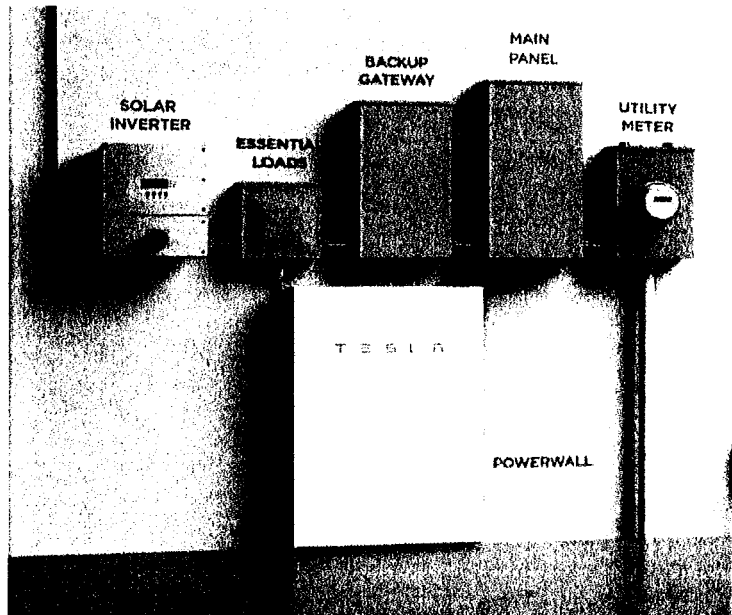
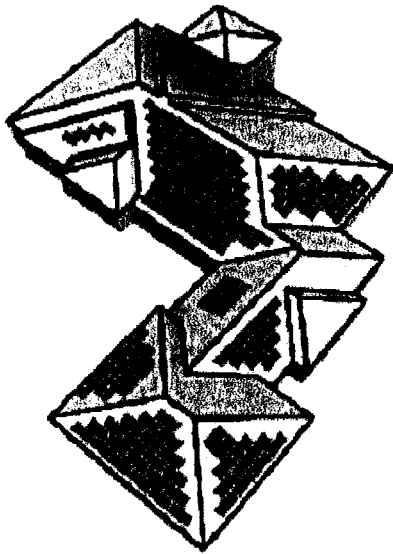
Last Updated 11/24/2019 03:47 PM ET

Exhibit G

Clubhouse Backup Power, Preliminary Design

This preliminary plan is subject to changes based on the evolution of electrical plans of the clubhouse, permissibility, and alternative back-up power innovations during the design and construction of the project.

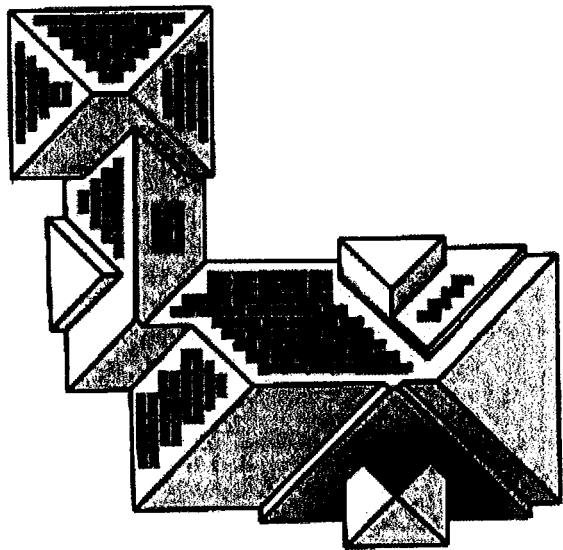
System Overview:



The Total Maximum demand amps for the clubhouse are expected to range from 450 to 500 amps. The systems considers a maximum emergency load of 400 amps or 133.94 kWhs when excluding non-essentials demand. The solar system as currently designed is expected to produce an average 233 kWh per day split into two gateways of 116 kWh each, allowing for some margin over the expected load. When solar is down (night time), battery back up will have a storage capacity of 81 kWhs or 60% of the expected total demand load during an emergency. This overnight use should be fully recharged and the cycle can continue indefinitely weather permitting.

Design details on following pages:

PROPOSED SOLAR SYSTEM



PV SYSTEM DETAILS

TOTAL SOLAR MODULES	138
SYSTEM SIZE	57.96 kW
EST. ANNUAL SOLAR ENERGY PRODUCTION (ASSUMING ZERO SHADING)	85,378 kWh
MODULE MANUFACTURER & WATTAGE	Tesla 420W
INVERTERS & DC OPTIMIZERS TYPE	SolarEdge Technologies Inc.

ENVIRONMENTAL FACTORS



**PLANTING
29,895
TREES**

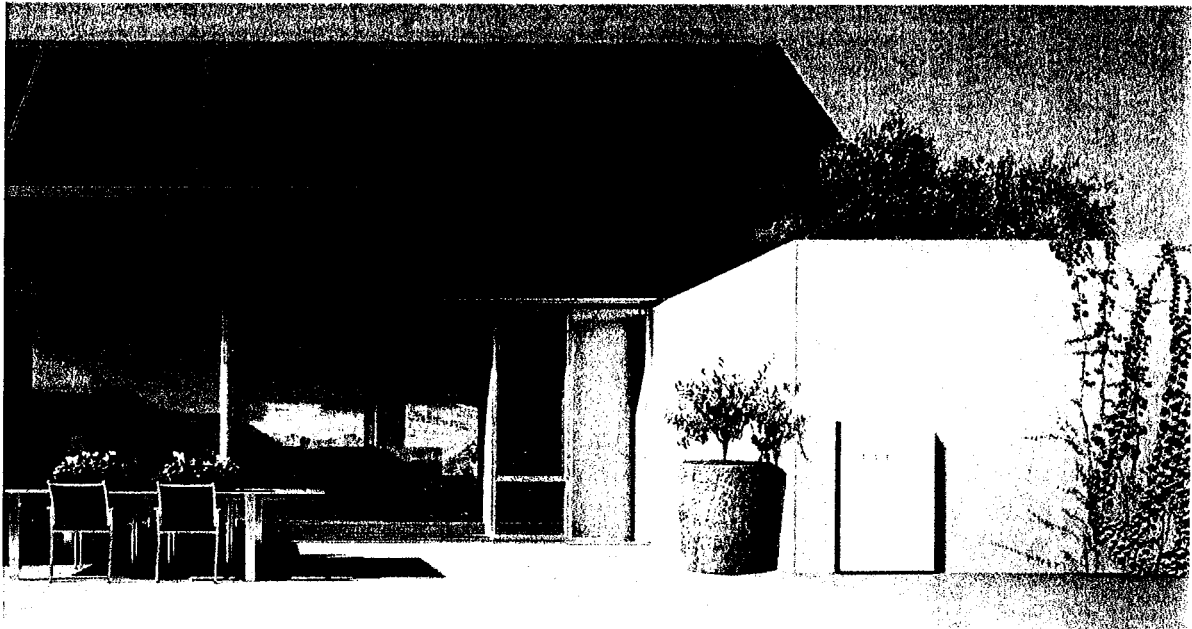


**DRIVING
115,435
FEWER
MILES PER
YEAR**



**TAKING 10
CARS OFF THE
ROAD**

PROPOSED STORAGE SYSTEM



SYSTEM PERFORMANCE & COST ANALYSIS

NUMBER OF TESLA POWERWALLS 12

TOTAL MAX CONTINUOUS REAL POWER 60 kW

TOTAL USABLE ENERGY 162 kWh

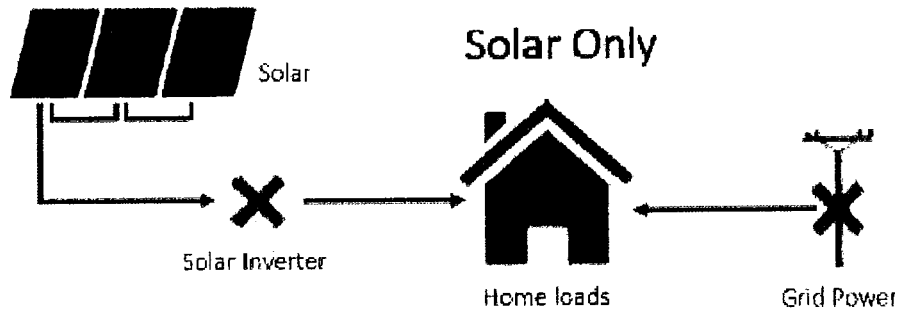
TESLA

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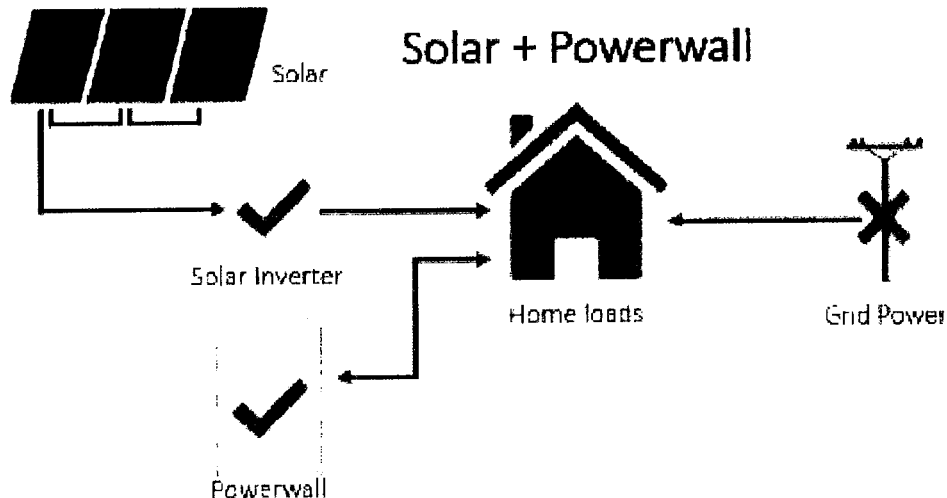
HOW IT WORKS

DURING A GRID OUTAGE A SOLAR ONLY SYSTEM IS DESIGNED TO SHUT OFF FOR SAFETY REASONS. THIS MEANS THAT EVEN WITH THE SUN SHINING THE HOME IS LEFT WITHOUT POWER.



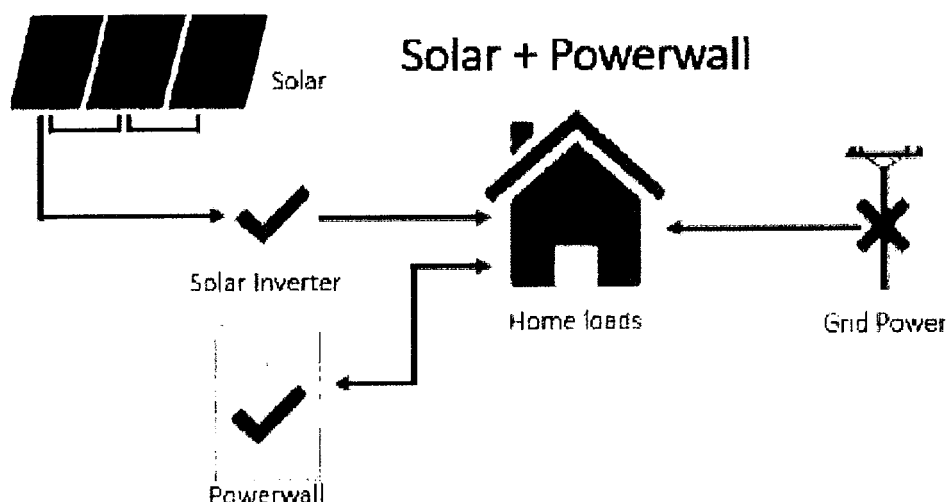
SEAMLESS BACKUP POWER (POWER RESTORED IN 1/4 SECOND!)

IN THE EVENT OF A POWER OUTAGE, THE BACKUP GATEWAY DISCONNECTS POWER BETWEEN THE UTILITY METER AND MAIN PANEL (WHOLE HOME CONFIGURATION) OR THE MAIN PANEL AND SUBPANEL (PARTIAL HOME CONFIGURATION) AND REESTABLISHES POWER. THE TIME FROM POWER OUTAGE TO POWER RESTORED IS A QUARTER OF A SECOND. UNLIKE GENERATORS THAT TAKE 30 SECONDS TO 3 MINUTES TO RESTORE POWER, POWERWALL IS FAST ENOUGH THAT CLOCKS AND APPLIANCES ARE NOT AFFECTED. MOST CUSTOMERS WILL ONLY EXPERIENCE A BRIEF DIP IN LIGHTING WHILE THE TRANSITION OCCURS.



HOW IT WORKS

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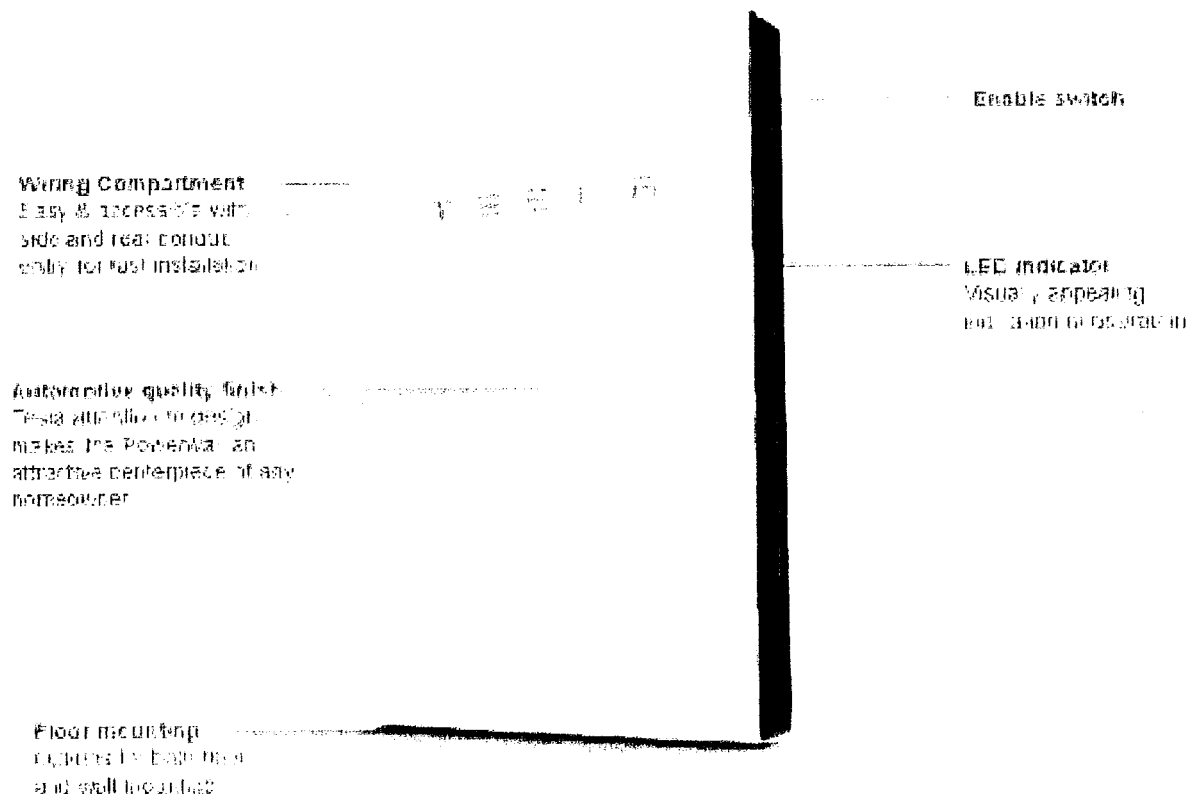
HOW BACKUP WORKS:

- BACKUP GATEWAY DETECTS OUTAGE
- POWERWALL PROVIDES POWER
- INVERTER DETECTS VOLTAGE/FREQUENCY AND KEEPS WORKING
- SOLAR KEEPS GENERATING POWER FOR THE HOME AND CHARGING POWERWALL

POWERWALL DESIGN

POWERWALL IS THE CENTERPIECE OF A TESLA HOME ENERGY SYSTEM. IN ORDER TO FULLY PURSUE OUR MISSION, TO ACCELERATE THE WORLD'S TRANSITION TO SUSTAINABLE ENERGY, WE MUST NOT ONLY BE FOCUSED ON THE ADOPTION OF ELECTRIC VEHICLES, WE MUST FOCUS ON THE SOURCE OF THE ENERGY USED IN EVS.

POWERWALL IS COMPACT, STACKABLE AND WITH A BUILT-IN INVERTER, POWERWALL ALSO COMES READY TO INTEGRATE SEAMLESSLY WITH TESLA SOLAR OR ALTERNATIVE SOLAR PV SYSTEMS, ENABLING CUSTOMERS TO SELF-POWER THEIR HOME OR EVEN GO 0 -GRID.



PRODUCT HIGHLIGHT

Powerwall is a high-capacity, high-voltage battery storage system that can be used in a variety of applications. It is designed to be used in a variety of applications, including home backup, commercial backup, and more.

INSIDE POWERWALL

Inverter

Built-in inverter converts all DC energy to the AC energy required for your home, lowering cost and complexity.

TEELIT

Liquid Cooling

Regulates Powerwall's internal temperature to maximize battery performance in any climate.

Battery Pack

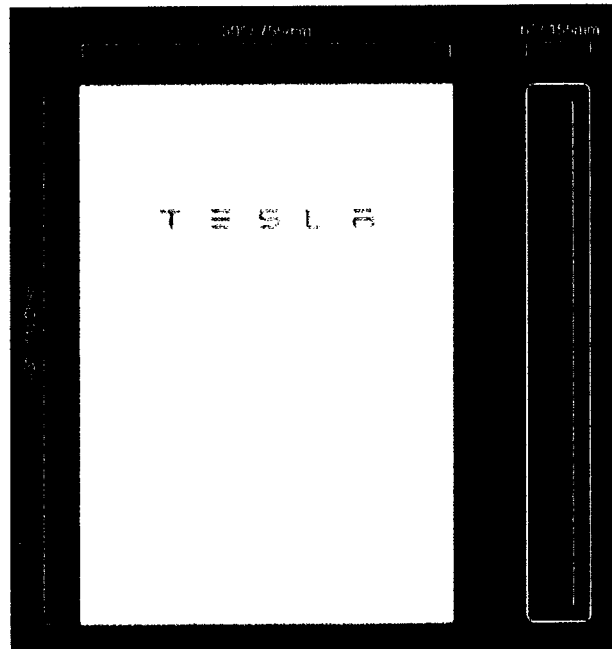
The economies of scale gained by the Gigasetry makes Powerwall one of the lowest cost per kWh.

- ALL IN ONE BATTERY + BATTERY INVERTER
- INSTALLED IN AN AC COUPLED CONFIGURATION TO ANY COMPATIBLE ELECTRICAL SYSTEM CAPABLE OF PROVIDING WHOLE HOME BACKUP
- CAN BE USED WITHOUT SOLAR, RETRIFITTED WITH EXISTING SOLAR OR PAIRED WITH NEW SOLAR UP TO 10 POWERWALLS IN A SYSTEM
- PROVIDES FLEXIBILITY OF INSTALLATION BY DECOUPLING BATTERIES WITH SOLAR

Powerwall is a high-capacity, high-voltage battery storage system that can be used in a variety of applications. It is designed to be used in a variety of applications, including home backup, commercial backup, and more.

TECHNICAL SPECIFICATION

POWERWALL PROVIDES 5KW (7KW PEAK) OF CONTINUOUS POWER AND 14KWH (13.5KWH USABLE) OF ENERGY. IT'S INTEGRATED DESIGN PROVIDES THIS BEST IN CLASS ENERGY AND POWER CAPABILITY WITH MINIMAL FOOTPRINT. IT'S UNIQUE ACTIVE COOLING SYSTEM ALLOWS IT TO BE INSTALLED IN ALMOST ANY CLIMATE.



Usable Capacity
13.5 kWh

Depth of Discharge
100%

Efficiency
>90% round-trip

Power
7kW peak / 5kW continuous

Supported Applications
Solar self-consumption
Time of use load shifting
Backup
Off grid

Warranty
10 years

Scalable
Up to 10 Powerwalls

Operating Temperature
-4° to 122°F / -20°C to 50°C

Dimensions
L x W x D: 44" x 29" x 5.5"
(1150mm x 755mm x 155mm)

Weight
276 lb / 125 kg

Installation
Floor or wall mounted
Indoor or outdoor

Certification
North American and International Standards
Grid code compliant

Tesla

Photovoltaic Module

T420S, T425S, and T430S

Maximum Power

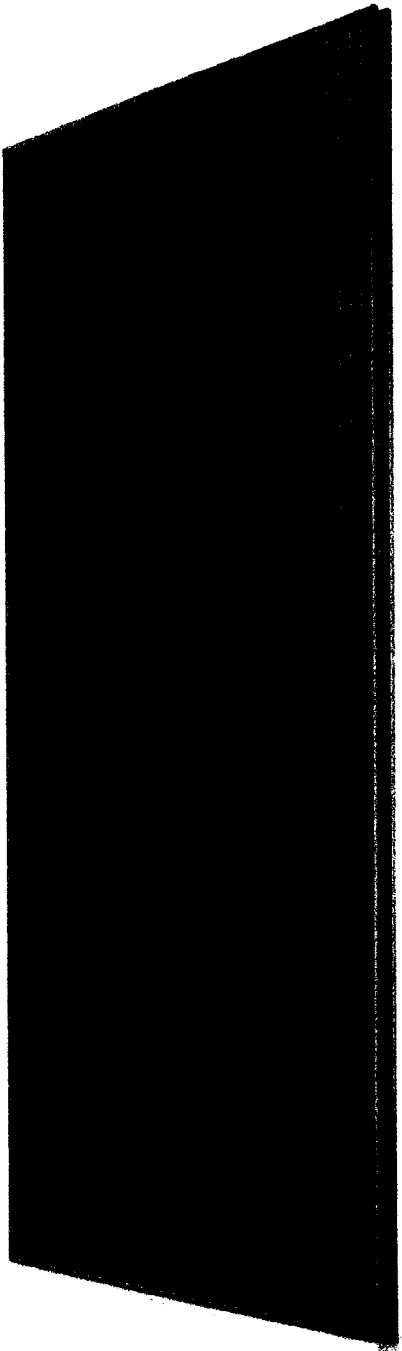
The Tesla module is one of the most powerful residential photovoltaic modules available. Our system requires up to 20 percent fewer modules to achieve the same power as a standard system. The module boasts a high conversion efficiency and a half-cell architecture that improves shade tolerance.

Beautiful Solar

Featuring our proprietary Zep Groove design, the all-black module connects easily with Tesla ZS components to keep panels close to your roof and close to each other for a blended aesthetic with simple drop-in and precision quarter-turn connections.

Reliability

Tesla modules are subject to automotive-grade engineering scrutiny and quality assurance, far exceeding industry standards. Modules are certified to IEC / UL 61730 - 1, IEC / UL 61730 - 2 and IEC 61215.



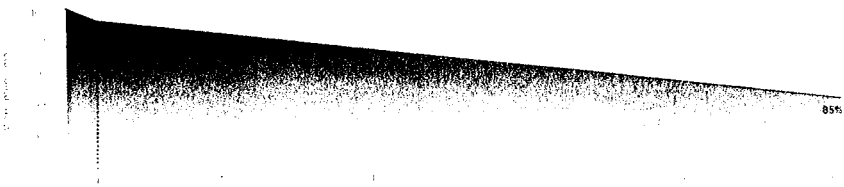
Limited Warranty

Materials and Processing	25 years
Extra Linear Power Output	25 years

The maximum Pmax degradation is 2% in the 1st year and 0.54% annually from the 2nd to 25th year.

See the Tesla Balance of System (BoS) Manual for details.

Linear Power Warranty



Module Specifications

Electrical Characteristics

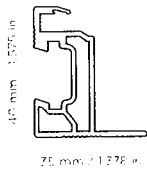
Power Class	T420S		T425S		T430S	
Test Method	STC	NOCT	STC	NOCT	STC	NOCT
Max Power P_m (W)	420	317.7	425	317.4	470	321.1
Open Circuit Voltage V_{oc} (V)	48.5	45.47	48.65	45.61	48.8	45.75
Short Circuit Current I_{sc} (A)	11.16	9.02	11.24	9.09	11.32	9.15
Max Power Voltage V_m (V)	40.90	38.08	41.05	38.22	41.20	38.36
Max Power Current I_{mp} (A)	10.27	8.24	10.36	8.3	10.44	8.37
Module Efficiency (%)	19.3		19.6		19.8	
STC	1000 W/m ² , 25°C, AM1.5					
NOCT	800 W/m ² , 20°C, AM1.5, wind speed 1m/s					

Mechanical Loading

Front Side Test Load	6120 Pa 128 lb/ft ²
Rear Side Test Load	5190 Pa 106 lb/ft ²
Front Side Design Load	4080 Pa 85 lb/ft ²
Rear Side Design Load	3460 Pa 72 lb/ft ²
Hailstone Test	25 mm Hailstone at 23 m/s

Temperature Rating (STC)

Temperature Coefficient of I_{sc}	+0.040%/°C
Temperature Coefficient of V_{oc}	-0.260%/°C
Temperature Coefficient of P_{max} (W)	-0.331%/°C



Mechanical Parameters

Cell Orientation	144 (6 x 24)
Junction Box	IP68 3 diodes
Cable	4 mm 12 AWG 1400 mm 55.1 in Length
Connector	Staubli MC4 or EVO2
Glass	3.2 mm ARC Glass
Frame	Black Anodized Aluminum Alloy
Weight	25.3 kg 55.8 lb
Dimension	2094 mm x 1038 mm x 40 mm 82.4 in x 40.9 in x 1.57 in

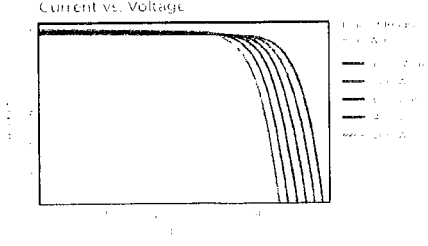
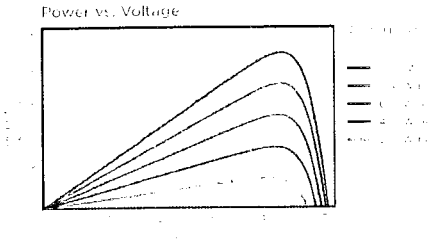
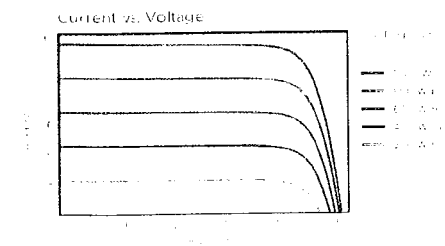
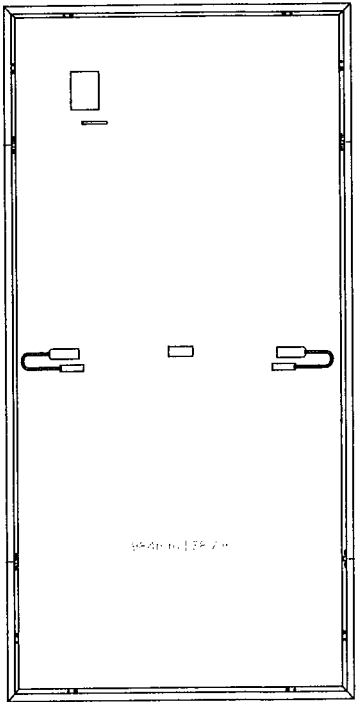
40 mm ± 0.5 mm
1.57 in ± 0.020 in

1038 mm ± 2 mm | 40.9 in ± 0.08 in

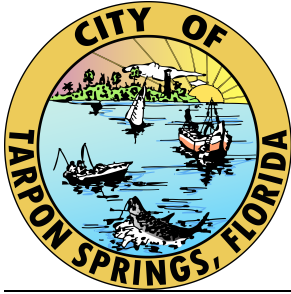
Operation Parameters

Operational Temperature	-40 °C up to +85 °C
Power Output Tolerance	±0.15 W
V_{oc} & I_{sc} Tolerance	±1.3%
Max System Voltage	DC 1000 V (IEC/UL)
Max Series Fuse Rating	20 A
NOCT	45.7 ± 2 °C
Safety Class	Class II
Fire Rating	UL Type I for 2

2094 mm ± 2 mm | 82.4 in ± 0.08 in
1256 mm | 49.4 in



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City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project **22-02**
PNZ - Anclote Harbor Plan Amendment

Project Address 42501 N US Highway 19
Tarpon Springs, FL 34689
United States

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustments, or Board of Commission review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project scheduled for public hearing by Planning and Zoning staff.

Please keep in mind that the Planning & Zoning Division has 90-day suspense from the date of the TRC review for the submission of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted.

If you have questions concerning any of the above information, please do not hesitate to contact the Planning Department for assistance.

Planning and Zoning

[Comment 00005]

Patricia McNeese

ADVISORY COMMENT: The submittal of this application for a change to Recreation/Open Space (R/OS) was required by Resolution 2021-60 approving a Final Planned Development for this project. The change to R/OS for the upland pineland habitat area of the amendment request is appropriate. The categories depicted on the existing Future Land Use Map (FLUM)

for the amendment area include Commercial General (CG), Residential/Office General (R/OG) and Preservation (P). The applicant has also requested that the Preservation (P) area be adjusted to cover the delineated wetland area on site. All FLUM amendments/adjustments are being processed under Application #22-02.

[Comment 00006]

Patricia McNeese

ADVISORY COMMENT: The applicant submitted digital coverage (shapefiles) of the amendment area. The digital files are in a form acceptable to the City.

[Comment 00007]

Patricia McNeese

ADVISORY COMMENT: This application is tentatively for the August 19, 2024 regular meeting of the Planning and Zoning Board.

[Comment 00008]

Patricia McNeese

ADVISORY COMMENT: This document contains comments resulting from the Technical Review Committee meeting of July 11, 2024.

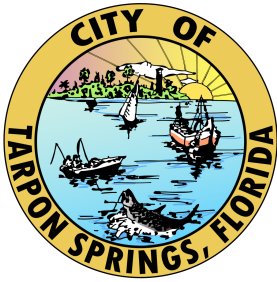
[Comment 00009]

Patricia McNeese

ADVISORY COMMENT: The applicant is aware and understands that the allowable uses under the proposed Recreation/Open Space (R/OS) FLUM category are restricted to the uses approved as part of the applicant's Planned Development under Resolution 2021-60 and the conservation easement that is required to cover both the R/OS category and the Preservation category.

Reviewers

Patricia McNeese
(727) 942-5611
pmcneese@ctsfl.us



PLANNING AND ZONING DEPARTMENT

TRC Comment Report

324 EAST PINE STREET, TARPON SPRINGS, FLORIDA, 34689
Telephone: (727) 942-5611

Project **22-02**
PNZ - Anclote Harbor Plan Amendment

Project Address 42501 N US Highway 19
Tarpon Springs, FL 34689
United States

Instructions

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Planning and Zoning

[Comment 00002 |]

Patricia McNeese

TRC Comments of January 13, 2022

[Comment 00003 |]

Patricia McNeese

This application is on hold pending receipt of required shapefiles.

[Comment 00004 |]

Patricia McNeese

This document reflects FINAL comments resulting from the Technical Review Committee (TRC) meeting of April 14, 2022.

[Comment 00005 |]

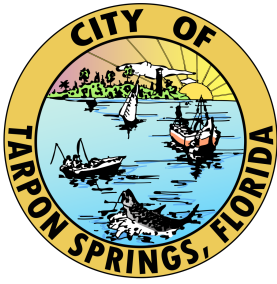
Patricia McNeese

The submittal of this application for a change to Recreation/Open Space (R/OS) was required by Resolution 2021-60 approving a Final Planned Development for this project. The change to R/OS for the upland pineland habitat area of the amendment request is appropriate. The categories depicted on the existing Future Land Use Map (FLUM) for the amendment area include Commercial General (CG), Residential/Office General (R/OG) and Preservation (P). The applicant has submitted an accompanying letter requesting that the Preservation (P) area be adjusted to cover the delineated wetland area on site (See Application #22-41).

[Comment 00006 |]

Patricia McNeese

The applicant submitted digital coverage (shapefiles) of the amendment area. The digital files are in a form acceptable to the City.



PLANNING AND ZONING DEPARTMENT

TRC Comment Report

324 EAST PINE STREET, TARPON SPRINGS, FLORIDA, 34689
Telephone: (727) 942-5611

Project**22-02**

Anclote Harbor Plan Amendment

Project Address

42501 N US Highway 19
Tarpon Springs, FL 34689
United States

Instructions

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Planning and Zoning

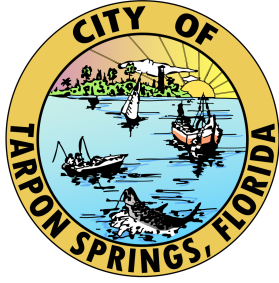
[Comment 00002 |]**Patricia McNeese**

TRC Comments of January 13, 2022

[Comment 00003 |]

Patricia McNeese

This application is on hold pending receipt of required shapefiles.



PLANNING AND ZONING
DEPARTMENT

13 January 2022 9:29:24 AM

TRC Comment Report

324 EAST PINE STREET, TARPON
SPRINGS, FLORIDA 34689
Telephone: (727) 942-5611

Project

22-02

Anclote Harbor Plan Amendment

Project Address

42501 N US Highway 19
Tarpon Springs, FL 34689
United States

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustments, or Board of Commission review until all required information or revised plans are provided. If no additional information is required, your project should be scheduled for the next applicable meeting, if sufficient time is available to meet required advertising deadlines (generally at least 21 days). Please keep in mind that the Planning & Zoning Division has 90-day suspense from the date of the TRC review for the submission of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted. If you have questions concerning any of the above information, please do not hesitate to contact the Planning Department for assistance.

Planning and Zoning

[Comment 00002 |]

Patricia McNeese

TRC Comments of January 13, 2022

[Comment 00003 |]

Patricia McNeese

This application will be scheduled for the February 28, 2022 Planning and Zoning Board meeting. The tentative date for the Board of Commissioners hearing is March 8, 2022.

Tampa Bay Times
Published Daily

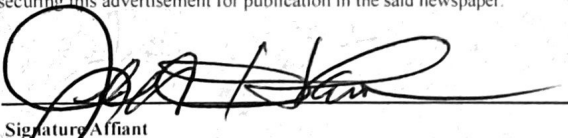
STATE OF FLORIDA

COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

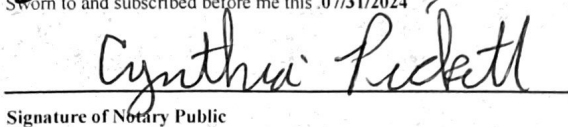
} ss

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE NO. 2024-06** was published in said newspaper by print in the issues of: **7/31/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida** and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida** each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus 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.

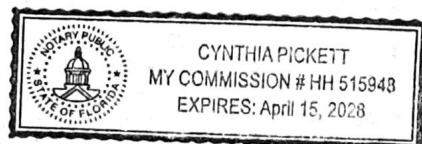

Signature Affiant

Sworn to and subscribed before me this .07/31/2024


Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

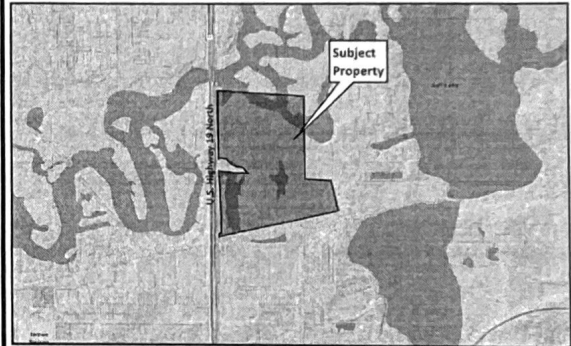


**NOTICE OF PROPOSED
AMENDMENT TO THE FUTURE
LAND USE MAP OF THE CITY OF
TARPON SPRINGS**

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TARPON SPRINGS, FLORIDA, FOR A PORTION OF THE 64.17 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 42501 U.S. HIGHWAY 19 NORTH, ON THE EAST SIDE OF U.S. HIGHWAY 19 NORTH, THAT PORTION BEING 36.64 ACRES, MORE OR LESS, IN SIZE, FROM FUTURE LAND USE MAP DESIGNATIONS R/OG (RESIDENTIAL/OFFICE GENERAL), CG (COMMERCIAL GENERAL) AND (P) PRESERVATION, TO, FUTURE LAND USE MAP DESIGNATIONS R/OS (RECREATION/OPEN SPACE) AND P (PRESERVATION); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE .



Public Hearings on the proposed ordinance will be held before the **Planning & Zoning Board** on

Monday, August 19, 2024 at 6:30 P.M., and,

before the **Board of Commissioners** on the following dates:

Tuesday, September 3, 2024 at 7:30 P.M. (1st Reading)

THE PLANNING AND ZONING BOARD AND 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, 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 FAX a written request to (727) 943-4651.

PLEASE REFERENCE APPLICATION #22-02

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING FUTURE LAND USE
Application 22-02

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 or visit the Tarpon Springs City Hall for assistance. Also, you can visit the "Boards & Committees" link at the City of Tarpon Springs website for a copy of the public hearing agenda (www.ctsfl.us).

«AddressBlock»



Application Description: The applicant is requesting an amendment to the Future Land Use Map (FLUM) designations for a portion of the real property located at 42501 U.S. Highway 19 North from CG (Commercial General), R/OG (Residential/Office General) and P (Preservation) to R/OS (Recreation/Open Space) and P (Preservation).

(Please Reference Application #22-02)

If approved, this proposal would allow a portion of the property to change designations as indicated above, on the FLUM.

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, August 19, 2024 at 6:30 p.m.** and the Board of Commissioners will hold one public hearing on **Tuesday, September 3, 2024 at 7:30 p.m.** All public hearings are held in the **City Hall Auditorium which is located at 324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting 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 34688, or you may email your concerns to ancloteharbor@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.



SUNSHINE CITY LAW

Jane Graham, Esq.
737 Main Street, Suite 100
Safety Harbor, FL 34695
(727) 291-9526

August 14, 2024

Renea Vincent
Planning and Zoning Department
City of Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34689
Via email

Re: Concerned Citizens of Tarpon Springs, Inc. Request for intervenor status for Ordinance 2024-06: FLUM Amendment for 42501 U.S. Highway 19 North

Dear Ms. Vincent:

I am writing on behalf of my client Concerned Citizens of Tarpon Springs, Inc., a Florida non-profit corporation also known as Friends of Anclote River (hereinafter "Friends"). Due to its unique history, Friends has long been recognized as having intervenor status for land use and zoning issues impacting the property at 42501 U.S. Highway 19 North. Friends respectfully requests the City grants intervenor status/affected party status for the August 19, 2024 Planning and Zoning meeting and the September 3, 2024 City Commission meetings relating to Ordinance 2024-06 for the Anclote Harbor Apartments future land use map amendment. Friends respectfully requests additional time for presentation. Peter Dalacos is the President of Friends and respectfully requests fifteen minutes to testify to the Planning and Zoning Commission, and several members and counsel respectfully request a total of fifteen minutes to testify at the City Commission hearing.

The Planning and Zoning Board Rule 3.2(B)(C) of Procedure provides,

B. Intervener status may be granted by the Board to a representative of an organization or group of persons who have a substantial and compelling interest in the matter under consideration if the organization or group of persons can demonstrate that it is prepared to present competent and relevant evidence which would be of significant assistance to the Board in making its quasi-judicial decision.

C. Persons, organizations or groups desiring intervener status shall file a request to be granted intervener status with the Planning and Zoning Department no later than five (5) days



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Jane Graham, Esq.
737 Main Street, Suite 100
Safety Harbor, FL 34695
(727) 291-9526

prior to the date of the scheduled hearing, and a copy of such request shall be mailed to the applicant.

This letter explains why Friends has a substantial and compelling interest in this matter, and as such, must be afforded l status as an intervenor/affected party during the hearing.

Friends is a non-partisan group of citizens who are guardians of the Anclote River, the water body adjacent to the Anclote Harbor Apartment project. Over fifteen years ago, a group of citizens started Friends as an organization dedicated to the preservation of the life, health, and environmental beauty of the Anclote River with the goal of minimizing and limiting new development and all sources of pollution to Anclote River while protecting the fish and wildlife that inhabit it. Specifically, in 2005, Friends objected to a proposed Wal-Mart development located on the same property for consideration at the January 7, 2021 meeting. After the Wal-Mart Supercenter site plan was approved, Friends petitioned for writ of certiorari, and the group and its members were recognized to have standing.

Since 2005, Friends has used their collective voice and actions to help preserve the unique identity, small town character and cultural heritage of the community directly bordering the Anclote River by ensuring future development adheres to these goals while providing adequate protection for the environment, natural resources and wildlife. The organization is committed to preserving the environmental beauty of the Anclote River as an important feature of Tarpon Springs' cultural history. A substantial amount of members of Friends enjoy the Anclote River area adjacent to the proposed development through kayaking, fishing, birding, stargazing, and drone photography, among other activities.

At the quasi-judicial hearings in 2021 for rezoning and the final site plan approvals, Ordinance 2021-15 and Resolution 2021-60, the Commission allowed Friends to participate in the proceedings as an intervenor. Additionally, in *Concerned Citizens v. City of Tarpon Springs*, (6th Jud. Cir.), Case No. 21-0004 (Consolidated Cases 21-00004-AP, 21-00030-AP, and 21-00031-AP), the circuit court and second district court of appeal allowed the cases to move forward based on Friends' showing of standing.

Friends, with its purpose of guarding the adjacent Anclote River, and its longstanding history of holding a direct stake in the outcome of this property, should be afforded the opportunity to provide and rebut testimony throughout the hearing. Friends will also submit written evidence into the record. While we acknowledge that a FLUM amendment is legislative, Friends requests additional time for testimony and rebuttal.

Friends intends to provide testimony on August 19, 2024 and September 3, 2024 about (1) the impact of redesignating preservation lands to be recreation/open space; (2) the environmental



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quality and floodplain of the property and impact of FLUM amendment; and (3) procedural and enforcement issues relating to the Conservation Easement.

Thank you for your time and attention to this matter. Please do not hesitate to contact me if you have any questions.

Cc: Morgan Group, c/o Cynthia Tarapani,
Andrew Dickman, Esq.

Sincerely,

Jane Graham, Esq.
Sunshine City Law

Patricia McNeese

From: Planning Department
Sent: Monday, August 19, 2024 9:14 AM
To: Patricia McNeese
Subject: FW: Anclote Harbor Plan Amendment

See below.

Allie Keen, AICP
Principal Planner
City of Tarpon Springs – Planning & Zoning
akeen@ctsfl.us
727.942.5611

From: Brian Crosato <brcrosato@gmail.com>
Sent: Sunday, August 18, 2024 10:34 PM
To: Planning <planning@ctsfl.us>
Subject: Anclote Harbor Plan Amendment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

I am against any land use amendments regarding the property known as the Anclote 74-the parcel of property on the Anclote River that encompasses many acres of wetlands. I have lived in Tarpon Springs for over 32 years and am tired of seeing pristine environments destroyed. Thank You

Sincerely
Brian Crosato
616 Palm Avenue
Tarpon Springs 34689

From: [Irene Jacobs](#)
To: [Kim Creighton](#)
Subject: FW: PZ Meeting Ordinance 2024-06: Future Land Use Map Amendment
Date: Monday, August 19, 2024 4:27:47 PM

From: Liz Lindsay <contact.lizlindsay@gmail.com>
Sent: Monday, August 19, 2024 4:17 PM
To: Board Of Commissioners <boc@ctsfl.us>; Irene Jacobs <ijacobs@ctsfl.us>
Subject: PZ Meeting Ordinance 2024-06: Future Land Use Map Amendment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Planning and Zoning Board,

Please read this into the record during Public Comments.

As a Tarpon Springs property owner, I oppose amending the Future Land Use map from the current designation of Preservation to the proposed Recreation/Open Space (Ordinance 2024-06, for property located at 42501 U.S. Highway 19 North).

Sincerely,
Marion Lindsay
232 Lotus Drive
Safety Harbor, FL 34695

From: [Irene Jacobs](#)
To: [Kim Creighton](#)
Subject: FW: PZ Board - Future Land Use Amendment Ordinance 2024-06
Date: Monday, August 19, 2024 4:27:57 PM

From: david.lindsay@netzero.net <david.lindsay@netzero.net>
Sent: Monday, August 19, 2024 4:20 PM
To: Board Of Commissioners <boc@ctsfl.us>; Irene Jacobs <ijacobs@ctsfl.us>
Subject: PZ Board - Future Land Use Amendment Ordinance 2024-06

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please read this into the record during Public Comments.

I am a Tarpon Springs property owner, and I oppose amending the Future Land Use map that would change the current designation of Preservation to the proposed Recreation/Open Space. (Ordinance 2024-06, property location 42501 U.S. Highway 19 North.)

Sincerely,
David Lindsay
232 Lotus Drive
Safety Harbor, FL 34695

Prepared by:
City of Tarpon Springs Planning Department
324 E. Pine Street
Tarpon Springs, FL 34689

Peter Delacos, Exhibit provided
to Planning and Zoning Board,
August 19, 2024. 11 pages.

Return original or certified recorded document to:
City of Tarpon Springs
Attn. Irene Jacobs, City Clerk
324 E. Pine Street
Tarpon Springs, FL 34689

Deed of Conservation Easement Standard

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of ____, 2__, by Morgan Group Development, L.L.C. or entity to be formed ("Grantor") whose mailing address is ____ to the City of Tarpon Springs ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Pinellas County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and,

WHEREAS, City of Tarpon Springs Permit Nos. ____ (collectively known as "the Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands, surface waters, or, upland habitat in or of the State of Florida; and,

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and,

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and,

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition;

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S., by facilitating the continued and enhanced functional ecological integrity of wetland and pineland habitats within the Easement area. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Plan attached hereto as Exhibit "C" ("Wetland and Upland Buffer Enhancement Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto). This includes, but is not limited to, the requirement to eradicate all Brazilian pepper (*Schinus terebinthifolius*) and camphor tree (*Cinnamomum camphora*) from the entire property with maintenance of the property free of these two species in perpetuity.

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity, use, or lack of maintenance resulting in a condition that is inconsistent with the purpose of this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) which may include restoration, creation, enhancement, maintenance, monitoring activities, surface water management improvements or other activities described herein or in the Enhancement Plan (if any), any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, billboards or other advertising, utilities, or other structures, other than those enumerated in Section 4 herein, on, in, or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that pose an immediate potential hazard to persons utilizing the property while within authorized activity areas, or, that could potentially cause damage to structural property, is authorized upon submittal of a certified arborist's report documenting the nature of such potential hazard or potential damage;

ii. Routine landscape maintenance.

d. Excavation, dredging, topographic alteration, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Alteration of the Anclote River shoreline including bulkheads/seawalls and similar structures and, including boardwalks, walkways or docking facilities designed as perimeter structures (parallel with the shoreline) of any material;

g. Launching or landing of vessels of any type along any waterbody shoreline on the property outside the designated water access/docking facilities described in Section 4 herein;

h. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, or use of pesticides except for that appropriate for the eradication of invasive exotic organisms;

i. Acts or uses detrimental to such aforementioned retention of land or water areas; and

j. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Uses Expressly Allowed.** Notwithstanding and in addition to the provisions of Section 3, Prohibited Uses, the following specific uses are expressly allowable, and, notwithstanding the dimensional standards listed below must be in compliance with the standards of the Americans with Disabilities Act (ADA):

- a. The placement and maintenance of underground or above ground utilities approved in the Permit (or any modification thereto);
- b. The establishment of a water access and docking structure along the Anclote River, and, which location, design and materials shall be approved by Grantee and all other applicable permitting agencies with the intent being to provide water access consistent with the purpose of this Conservation Easement. The water access facility shall not include any land features other than those approved in the Permit;
- c. The establishment of a water access facility for access by non-motorized craft to the dredged lake located in the southwest portion of the property which design shall be approved by Grantee and all other applicable permitting agencies;
- d. The establishment of a looped nature trail/walkway consisting of pervious surface material for the purpose of passive enjoyment of nature and the outdoors located in the southeast upland area of the property as generally depicted in the Permit, which design and materials shall be approved by Grantee and all other applicable permitting agencies;
- e. The eradication of noxious, nuisance and exotic invasive plant or animal species as listed on the most recent List of Invasive Species of the Florida Invasive Species Council or other list approved by Grantee;
- f. Activities authorized by the Permit or described in the Enhancement Plan or otherwise approved in writing by Grantee that are consistent with the purpose of the Conservation Easement.

5. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purpose of this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. Should Grantee deem it necessary, Grantee may enter upon the property pursuant to the provisions of Subsection 2.a herein to carry out activities associated with the maintenance, Management Plan implementation or other required provisions of this Conservation Easement upon due notice to Grantor and shall be entitled to recover all costs associated with carrying out the activities required of this Conservation Easement through all normal remedies available up to and including placing a lien on the property described in Exhibit A for the recovery of those costs incurred by the Grantee. Notwithstanding the foregoing, Grantee shall provide Grantor with written notice specifying in detail Grantor's alleged breach of this Conservation Easement, and shall provide Grantor with 30 days from Grantor's receipt of such written notice for Grantor to rectify the alleged breach.

9. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

10. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

12. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement. The Conservation Easement shall be held and remain in common ownership with the development site that is the subject of the Permit.

13. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

 14. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Pinellas County, Florida.

15. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Pinellas County, Florida, prior to issuance of the Final Certificate of Occupancy and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

- a. Grantor shall record this Conservation Easement in the manner specified above prior to issuance of the final Certificate of Occupancy for the construction activities contained in and approved by the Permit. Grantee shall not issue said final Certificate of Occupancy to Grantor until this Conservation Easement is recorded in accordance with the terms herein.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent

with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this _____ day of _____, 20____.

☐ A Florida corporation or ☐ (choose one)

By: _____
(Signature)

Name: _____

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, by means of ☐ physical presence ☐ online notarization, _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ ☐ (corporation), a Florida corporation, or ☐ _____ (choose one) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ _____ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

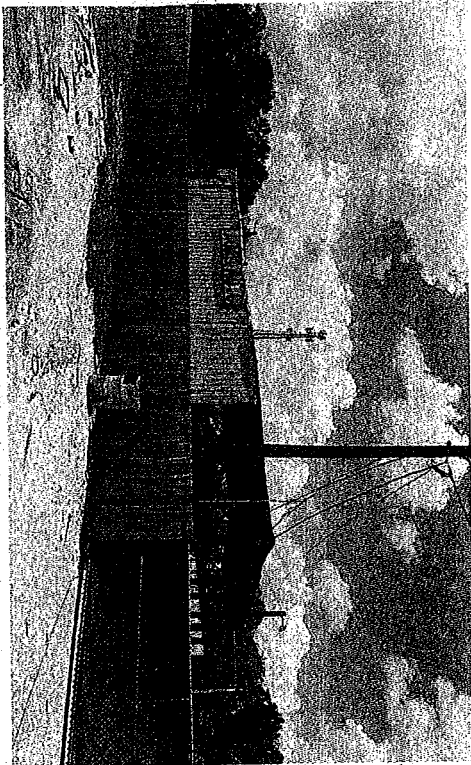


IMAGE COURTESY OF SVN SAUNDERS FALSTON DANTZLER

with a new roof and drywall. The Lakeland commercial real estate firm is marketing the yard as a turnkey auto salvage operation and set the asking price, according to a flyer, at \$399,900. Polk County property records show the current owner is Ark Automotive Recycling, which paid \$120,000 for it in 2015. Along with the property, the listing shows that there is a 1991 John Deere loader on site available for sale.

WORK BEGINS: Construction has begun on a 211-unit apartment complex in Hillsborough County. Suburban Chicago-based Wingspan Development Group, which has been making moves

Wingspan recently opened a Tampa property, Niche, a six-story, 251-unit apartment community at 1116 W. Carmen St., and sold another, Jade at Hyde Park, a 192-unit community at 608 N. Willow Ave., for \$50.81 million.

SARASOTA/MANATEE OPEN AND SELL: A little more than a year after opening an apartment community in North Port's Wellen Park, the national developer that built the complex has sold it.

Tropia Wellen Park was sold by Davis Development, which is based in Georgia. The buyer is Harbor Group International, according to JBM Institutional Multifamily Advisors, which brokered the sale. JBM declined to disclose the price and Sarasota County property records have not been updated to reflect the sale as of Aug. 8. Davis Development purchased the land on Sunglow Boulevard for \$4.18 million in 2021. The property, including its buildings, was appraised for \$59.25 million this year, according to the Sarasota County Property Appraiser. Situated on 13.6 acres, Tropia Wellen Park features

amenities like a two-story fitness center, pet spa, resort-style pool and covered outside pavilion with TVs. Built in 2023, the community has a clubhouse with more than



COURTESY IMAGE

The Whitt is a 211-apartment community under construction in Riverview.

15,000 feet that contains a golf simulator, a movie theater, billiards, private offices and rentable guest suites, among other offerings. In total, Tropia Wellen Park contains 279 units. Apartments range from one to three bedrooms, averaging 1,070 square feet, according to a statement.

TWINNING: A matching pair of Sarasota apartment buildings have sold. The Bimini and Grand Cayman apartments were bought by an investor named Cayman Property Group for \$2.3 million. Dreznin Pappas Commercial Real Estate, the Sarasota firm that announced the sale, says the new owner plans to update the properties. The apartment buildings are across the street from one another at 2738 and 2739 Grand

Cayman St. and each has eight units. According to Sarasota County property records, the previous owner was a pair of LLCs with the same Osprey address — Cayman North and Cayman South. County property records show that the 2739 Grand Cayman property was bought in 2001 for \$650,000 and the 2738 Grand Cayman Property was bought the same day for the same amount. (The records do not reflect if the individuals who bought the apartments in 2001 and manage the LLCs now paid \$650,000 for each building or if that amount was for both properties.)

If you have news, notes or tips you want to pass along, contact LLiovio@BusinessObserverFL.com. Or you can text or call 727-371-6944.

commercial real estate: news & notes

A look at some of the week's commercial real estate happenings across the region.

BY MARK GORDON | MANAGING EDITOR

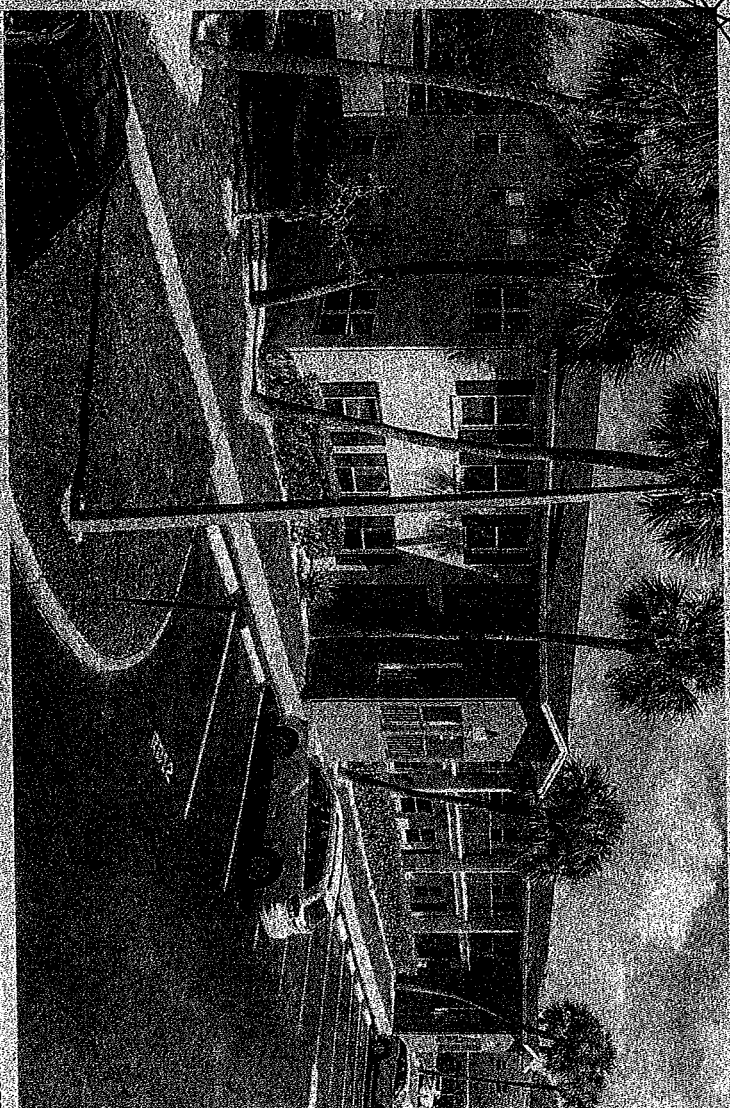
SARASOTA/MANATEE

NO 'T' IN TEAM: Manatee County businessman, landowner and philanthropist Mark Pentecost has bought 333 acres in the rural eastern part of the county for \$2.5 million. The plot is a tiny part of Pentecost's holdings in east Manatee County. He already owns the 10,000-acre Pentecost Ranch in the area. The seller of the site, 11500 Curtis Road, Myakka City, is P-3 Real Estate Holdings LLC, according to a statement from Fort Myers-based LSI Cos. The buyer is Team Pentecost LLC. That division, according to the Florida Division of Corporation website, is connected to the Palmetto address of Fort Works!, a wellness and health products firm with a direct sales model. Pentecost founded in 2001. Its Works! annual revenue has surpassed \$500 million, and Pentecost has made some noted purchases with the success. The list includes a golf course in Manatee County he bought and sold; a 1,995-acre site, also in Myakka City, for \$6.8 million in 2016; and Little Bokeelia Island, a 104-acre island off of the Lee County coast. Pentecost and his wife, Cindy, bought the 104-acre island for \$14.5 million in 2015. The Pentecosts have made several notable charitable contributions, including \$12 million donated in May to the V Foundation for Cancer

Research. Hunter Ward of LSI Cos. brokered the deal.

HOME, SUIFE, HOME: The city of Sarasota Development Review Committee recently held a pre-application conference to provide input on a proposed four-story, 102-room hotel on 1.82 acres just south of University Parkway near the Sarasota-Bradenton International Airport. The property at 325 Royal Palm Ave. is bounded by a Hyatt Place hotel to the north, Sleep Inn to the west and a vacant residential parcel to the south, according to the *Sarasota Observer*, sister paper of the *Business Observer*. The property is zoned Residential Multiple Family 2, with a future land use classification of Urban Mixed Use. Applicant United Hospital Group of Florida is proposing to rezone the property to Mixed Use 2.

NAPLES/FORT MYERS/CHARLOTTE STORE YOURSELF: Your Storage Units Capital Partners has obtained a four-year, \$75 million loan to build six self-storage facilities, including one in Fort Myers. JLL Capital Markets led the financing efforts, according to a statement. The six buildings, the release states, will be purpose-built, Class A self-storage properties. There will be a total of 4,082 units. In addition to the Fort Myers project, the other properties are in Vero



The Drake, at 1699 68th St. N., St. Petersburg, has 477 units

COURTESY IMAGES

TAMPA/ST. PETERSBURG/PASCO/POLK EXCELLENT IDEA: The Drake, a 477-unit apartment complex at 1699 68th St. N., St. Petersburg, has been sold. The buyer is Bethesda, Maryland-based Excelsa Properties, which intends to invest \$8 million in capital improvements, according to a statement. The purchase price wasn't disclosed and Pinellas County property records weren't updated as of July 25. The previous owner,

GMC Brandwyne LLC, paid \$55.33 million for the complex in December 2020, county records show. Excelsa, the release states, made the acquisition in a joint deal with Excelsa US Real Estate III LP and an Excelsa co-investment vehicle. The garden-style multifamily property has 36 residential buildings and a clubhouse/leasing center. Amenities include a 24-hour, fully equipped fitness center, three resort-style pools, two

dog parks and a picnic area. The complex was built in 1972 and has undergone two renovations. Excelsa officials say they were driven to invest in St. Pete due to the area's solid demographics, highly skilled workforce and six-plus Fortune 500 companies, including two headquarters. Excelsa Properties is a real estate asset manager with a focus on multifamily investments. It has \$300 million in total assets under management.

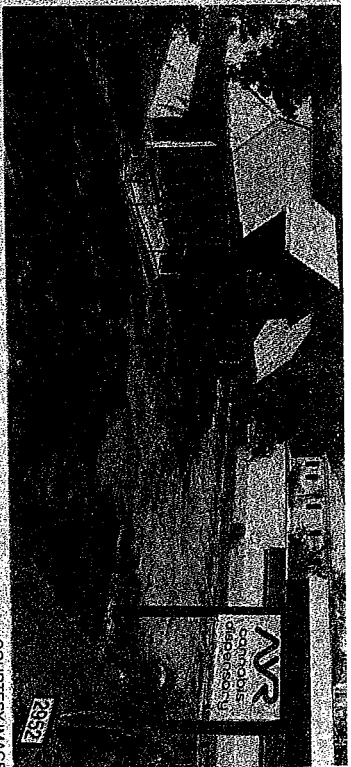
LLCs tied to Repag bought the Charlotte Commons Apartments in Port Charlotte for \$66.5 million earlier this year. The Punta Gorda deal was brokered by LSI's William Rolins and Christi Pritchett.

A CANNABIS DEAL: A Fort Myers retail building occupied by a cannabis dispensary has sold. The 2,480-square-foot building at 2952 Cleveland Ave. was bought by an investor who paid \$5.3 million. The previous owner, a Boca Raton LLC, paid \$570,000 for it in 2022 according to Lee County property records. Ron Osborne, managing director and broker for the Sperry RJ Realty, says current tenant AYR Cannabis Dispensary has a long-term lease with annual rent increases. The South Florida commercial real estate firm represented the buyer, a Dania Beach LLC. Accord-

represented DRB. The second deal was for 160 acres in Citrus County. The property sold May 23 for \$1.05 million to a private investor who plans to use it for recreational purposes. Bowers represented the seller. Eshenbaugh was founded in 1992 by Bill Eshenbaugh and sold to Ryan Sampson in 2015. In 2022, the company surpassed \$2 billion in total sales volume.

BIG BOOK OF UNITS: Miami-based Starwood Capital has sold a 7,300-unit multifamily portfolio with properties in Florida and Texas. Four of them are in Tampa. The industry publication CRE Connect says the buyer was the Toronto investment firm Brookfield, which paid \$1.55 billion for the portfolio. The Tampa communities sold for a total of \$185.4 million. Brookfield

The 2,480-square-foot Fort Myers building housing the AYR cannabis dispensary on Cleveland Avenue was bought by an investor who paid \$5.3 million.



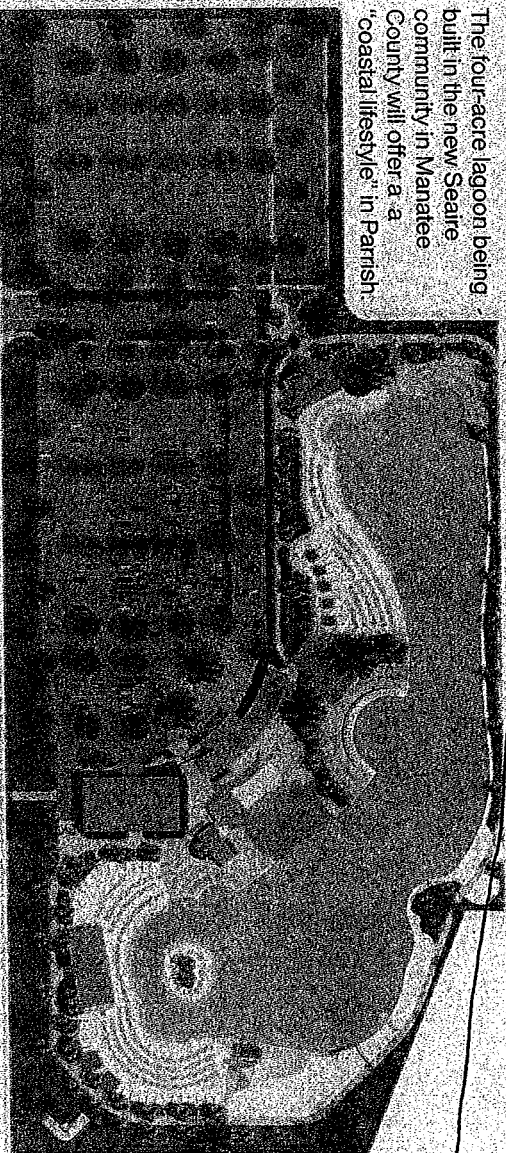
COURTESY IMAGE

is a global investment firm with a property division whose portfolio includes office, retail, multifamily, logistics, hospitality, single-family rentals, manufactured housing, student housing and self-storage. CRE Connect says the company plans to spend \$100 million in the next five years to upgrade and

renovate units and amenities. The local properties are:

- The 408-unit Dawson Apartments at 15501 Bruce B. Downs Blvd. for \$66.7 million
- The 264-unit St. James Crossing Apartments at 5620 Tranquility Oaks Drive for \$49.2 million
- The 256-unit Oak Ramble Apartments at 14627 Grendine Drive for \$48.2 million
- The 112-unit South Pointe Apartments at 5000 S. Himes Ave. for \$21.3 million.

The four-acre lagoon being built in the new Seaire community in Manatee County will offer a "coastal lifestyle" in Parrish.



COURTESY IMAGE

SARASOTA/MANATEE COMMUNITY LAGOON

COMING: Construction is set to begin this summer on a four-acre lagoon in Parrish. The man-made body of water is being built in the mixed-use Seaire community by Tampa-based Metro Development Communities. The lagoon will be surrounded by 20 acres of shoreline and will include a swim-up bar, as well as kayaking and paddle-boarding. Seaire is one of several lagoon-centered developments for the

goon, arguably the centerpiece of the new Manatee County development, isn't built yet. Construction has already started on some of the homes in the 1,155-acre development. There are expected to be 3,000 single-family homes built in all.

CONSENSUS IN PLANNING

The city of Sarasota's Planning Board unanimously approved the first of two buildings in the One Park development in The Quay. According to the *Sarasota Observer*, sister publication of the *Business Observer*, the board's OK of the plan for the 18-story, 86-unit luxury condo tower last week gets developers to "the midpoint their 18-month, often contentious odyssey for Blocks 1 and 9 in The Quay." The original plan called for One Park to be built on both blocks and connected via a breezeway over Quay Commons. But in October, a judge ruled that air rights over the commons couldn't be conveyed and the Planning Board later voted to recommend denial of PMG's proposal to combine the two blocks. The plan now calls for two buildings. The second one, One Park West, is still awaiting approval.

If you have news, notes or tip you want to pass along, contact ILLovio@BusinessObserver.com. Or you can text or call 727-371-6944.

transactions

BY STEVEN BENNA | CONTRIBUTOR

DEEDS/MORTGAGES

The following real estate transactions of more than \$1 million were filed in Charlotte, Collier, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk and Sarasota counties. The information, if available, lists the seller, buyer, address, amount of sale, previous price, and type of property. These were for transactions filed the week of May 19, 2024, except for Polk, which includes transactions filed the week of May 12-2024.

CHARLOTTE

Buyer: JEN Holdco 24 LLC
Seller: Trickers Investment LLC
Address: Puata Gorda
Property Type: Vacant residential land
Price: \$9,675,000

COLLIER

Buyer: 8615 Collier Blvd LLC
Seller: Professional Resource Development Inc.
Address: 8615 Collier Blvd, Naples
Property Type: Office building
Price: \$2,754,000
Previous Price: \$1,750,000
 October 2021

HILLSBOROUGH

Buyer: The Pointe on Westshore AL AP
Seller: The Pointe on Westshore LLC
Address: 4950 W. Prescott St., Tampa
Property Type: Apartment units
Price: \$134,000,000
Previous Price: \$5,200,000
 December 2018

Buyer: Hyde Park WF Harmony LLC
Seller: 1702 Hyde Park LLC
Address: 1702 W. Cleveland St., Tampa
Property Type: Apartment units
Price: \$83,000,000
Previous Price: \$115,000,000, May 2022

Buyer: Big Dient LLC
Seller: Flood Family LP
Address: Wimauna
Property Type: Agricultural land
Price: \$14,000,000

LEE

Buyer: 2901 Jacksonville St LLC
Seller: Harper Property Holdings 3 LLC, Sharon Harper, Thompson and Daniel Shawn Harper
Address: 2901 Jacksonville St., Fort Myers
Property Type: Vacant industrial land
Price: \$8,950,000

Buyer: Clara Point Developers LLC
Seller: GP Investments LLC
Address: Fort Myers
Property Type: Vacant commercial land
Price: \$2,650,000
Previous Price: \$3,400,000, January 2006

Buyer: Pulte Home Company LLC
Seller: TP Land Sub LLC
Address: Esler
Property Type: Vacant land
Price: \$2,138,080

MANATEE

Buyer: Tampa Electric Co.
Seller: FFD Land Co. Inc.
Address: 126th Court E., Parrish
Property Type: Agricultural land
Price: \$14,062,400

Buyer: Taylor Morrison of Florida Inc.
Seller: CC Manatee Land Investments LLC
Address: Bradenton
Property Type: Vacant land
Price: \$7,087,600

Buyer: SL IV Mansol Realty Company LLC
Seller: Neal Communities of Southwest Florida LLC
Address: Lakewood Ranch
Property Type: Vacant land
Price: \$3,975,000

PASCO

Buyer: JEN Holdco 24 LLC
Seller: Lennar Homes LLC
Address: Not listed
Property Type: Vacant land
Price: \$7,985,500
Previous Price: \$7,768,500, March 2024

Buyer: Land O Lakes Apartments LLC
Seller: D.W. Lester & Sons Inc.
Address: 18868 Lester Lane, Land O Lakes
Property Type: Vacant commercial land
Price: \$6,194,700

Buyer: Agree Central LLC
Seller: Portsmouth Business Center Associates Ltd, Beverly A. Philbrick and Donald J. Philbrick
Address: 7325 State Road 54, New Port Richey
Property Type: Retail store
Price: \$5,055,000

PINELLAS

Buyer: Frind-Highpoint LLC
Seller: FOF Carroll Owner LLC
Address: 14775 62nd St. N., Largo
Property Type: Vacant industrial land
Price: \$18,3240,000

Buyer: 7201 Sunset LLC
Seller: Sunset Suites LLC
Address: 72nd Avenue, St. Pete Beach
Property Type: Residential land
Price: \$9,984,900

Buyer: KStone LLC
Seller: DS Largo FL Landlord LLC
Address: 2295 E. Bay Drive, Largo
Property Type: Retail store
Price: \$5,216,000
Previous Price: \$6,421,700, February 2022

POLK

Buyer: COMREE Polinciana LLC
Seller: Polinciana Owner LLC
Address: Polinciana
Property Type: Vacant residential land
Price: \$7,736,300

Buyer: MidFlorida Credit Union
Seller: Lakeland Regional Health Systems Inc.
Address: Lemon Street East, Lakeland
Property Type: Vacant land
Price: \$6,000,000
Previous Price: \$1,959,800, November 2020

Buyer: KAERUU Co. Ltd.
Seller: Pulte Home Company LLC
Address: Lakeland

Property Type: Vacant residential land
Price: \$2,778,200

SARASOTA

Buyer: BGO AHP Center Point Owner LLC
Seller: Casto Center Point MOB LLC
Address: 6600 University Parkway, Sarasota
Property Type: Medical office building
Price: \$31,798,000
Previous Price: \$2,200,000, January 2019

Buyer: CCB Associates 30, LLC
Seller: Stephen L. Hazeltine and Michelle A. Hazeltine
Address: Venice
Property Type: Vacant land
Price: \$12,000,000

Buyer: D.B. Horton Inc.
Seller: Sabal Trace Development Partners LLC
Address: Sarasota
Property Type: Vacant residential land
Price: \$9,354,400

Transactions

BY STEVEN BENNA | CONTRIBUTOR

DEEDS/MORTGAGES

The following real estate transactions of more than \$1 million were filed in Charlotte, Collier, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk and Sarasota counties. The information, if available, lists the seller, buyer, address, amount of sale, previous price, and type of property. These were for transactions filed the week of March 17, 2024, except for Polk, which includes transactions filed the week of Feb. 9, 2024.

CHARLOTTE

Buyer: 1145 Enterprise Drive LLC
Seller: D'Amico's Auto Body 2 Inc.
Address: 1145 Enterprise Drive, Port Charlotte
Property Type: Warehouse
Price: \$1,750,000
Previous Price: \$535,000, June 2011

HILLSBOROUGH

Buyer: Exeter 6708 Harney LLC
Seller: 6708 Harney Owner LLC
Address: 6708 Harney Road, Tampa
Property Type: Warehouse
Price: \$9,200,000
Previous Price: \$35,275,000, August 2021

COLLIER

Buyer: Rebel RE LLC
Seller: Anna Louise Properties LLC
Address: 3527 Plover Ave., Naples
Property Type: Warehouse
Price: \$3,877,800
Previous Price: \$2,202,100, November 2023

Buyer: The Church of Jesus Christ of Latter-Day Saints.
Seller: Thomas M. Cooley Law School
Address: 9445 Camden Field Parkway, Riverview
Property Type: College
Price: \$20,500,000
Previous Price: \$1,469,500, August 2011

MANATEE

Buyer: West Shore Cirrus LLC, Lewis Cirrus LLC, Enterprises Cirrus LLC, and M&T Cirrus LLC
Seller: Aquia Apartments LLC
Address: 6815 Foxtail Palm Way, Bradenton
Property Type: Apartment units
Price: \$93,500,000

Buyer: Gulfcoast Imaging Consultants LLC
Seller: MT Holdings St. Petersburg LLC
Address: 6101 Central Ave., St. Petersburg
Property Type: Medical office building
Price: \$1,600,000

SARASOTA

Buyer: Sarasota County
Seller: Can Community Health Inc.
Address: 4466 Fruitville Road and 4440 Fruitville Road, Sarasota
Property Type: School, office building and residential land
Price: \$1,955,200
Previous Price: \$1,690,000, March 2020

Buyer: Triple Net Assets LLC
Seller: BBT Property LLC
Address: 805 E. Elcam Circle, Marco Island
Property Type: Automobile service shop
Price: \$1,550,000
Previous Price: \$500,000, May 2017

Buyer: 1051 Falkenburg LLC
Seller: Impact Properties VII LLC
Address: 1051 S. Falkenburg Road, Tampa
Property Type: Hotel
Price: \$12,000,000
Previous Price: \$684,700, April 2005

Buyer: HGC Lakewood Ranch LLC
Seller: Lakewood Ranch Golf Company LLC
Address: 7650 Legacy Blvd., Lakewood Ranch
Property Type: Golf course
Price: \$23,920,000

Buyer: Den Management Inc.
Seller: Dick Norris GMC Inc.
Address: 2545 Belleair Road, Largo
Property Type: Car wash
Price: \$1,175,000

Buyer: DHIR - Southwest Florida LLC
Seller: PEG Hidden Palms LLC
Address: Alligator Place, Venice
Property Type: Residential land
Price: \$8,210,200
Previous Price: \$1,521,000, December 2021

Buyer: D.R. Horton Inc.
Seller: Forestar (USA) Real Estate Group Inc.
Address: Naples
Property Type: Vacant land
Price: \$1,542,930

Buyer: Asher Park - Fort Myers LP
Seller: PPG Asher Park LLC
Address: 10699 Buckingham Road, Lehigh Acres
Property Type: Vacant land
Price: \$22,572,000

Buyer: MHC 264 (Bradenton, FL) LLC
Seller: Dahn America 360 Storage DST
Address: 5717 14th St. W., Bradenton
Property Type: Warehouse
Price: \$4,550,000
Previous Price: \$2,475,000, August 2014

Buyer: CF GTIS II Grove at Crosswind LLC
Seller: GLK Real Estate LLC
Address: Haines City
Property Type: Residential land
Price: \$6,464,000
Previous Price: \$3,000,000, April 2022

Buyer: 4623 Soia LLC
Seller: FL Fruitville LLC
Address: 4623 N. Washington Blvd., Sarasota
Property Type: Multifamily units
Price: \$6,925,000
Previous Price: \$5,225,000, April 2022

Transactions

BY STEVEN BENNA | CONTRIBUTOR

NEEDS/MORTGAGES

The following real estate transactions of more than \$1 million were filed in Charlotte, Collier, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk and Sarasota counties. The information, if available, lists the seller, buyer, address, amount of sale, previous price, and type of property. These were for transactions filed the week of April 21, 2024, except for Polk, which includes transactions filed the week of April 14, 2024.

CHARLOTTE

one

COLLIER

Buyer: Preferred Materials Inc.
Seller: Arundel Company LLC and 3K Putnam LLC
Address: Naples
Property Type: Agricultural land
Price: \$24,455,600
Previous Price: \$20,115,300, March 2021

Buyer: Naples Racing Resort LLC
Seller: FCA US LLC
Address: 5301 34th Ave. S.E.
Property Type: Race tracks
Price: \$10,000,000
Previous Price: \$7,000,000, March 2013

Buyer: D.R. Horton Inc.
Seller: Forestar (USA) Real Estate Group Inc.
Address: Naples
Property Type: Vacant land
Price: \$1,549,500

Buyer: ET Oak Haven Owner LLC
Seller: DHLP - Tampa North LLC
Address: 11889 Mountain Retreat
Property Type: Townhouse units
Price: \$31,800,000

Buyer: Bridgeport Apartments FL LLC
Seller: Turkecap Apartments III LLC
Address: 3385 Creekridge Road, Brandon
Property Type: Apartment units
Price: \$7,084,100

Buyer: Lampsco Properties LLC
Seller: Standard Concrete Products Inc.
Address: 5801 W. Commerce St., Tampa
Property Type: Warehouse and vacant land
Price: \$6,333,990

Buyer: Fort Myers Hotel One LLC
Seller: SREIT CM Fort Myers Propco LLC
Address: 10050 Gulf Center Drive, Fort Myers
Property Type: Hotel
Price: \$27,585,963
Previous Price: \$29,450,000, January 2019

Buyer: Fort Myers Hotel Two LLC
Seller: SREIT SS Fort Myers Propco LLC
Address: 9501 Marketplace Road, Fort Myers
Property Type: Hotel
Price: \$13,662,867
Previous Price: \$13,325,000, January 2019

Buyer: Pulte Home Company LLC
Seller: TPL Land-Sub LLC
Address: Fort Myers
Property Type: Vacant land
Price: \$3,970,720

MANATEE

Buyer: Pulte Home Company LLC
Seller: DRP Multistate 1 LLC
Address: Bradenton
Property Type: Vacant land
Price: \$16,270,000

Buyer: Hidden Acres Apartments FL LLC
Seller: Hidden Acres Apartments LLC
Address: 922 Hidden Circle East, Sarasota
Property Type: Apartment units
Price: \$6,723,500

Buyer: D.R. Horton Inc.
Seller: SK Mandarin LLC
Address: Bradenton
Property Type: Vacant land
Price: \$5,174,700

PASCO

Buyer: D.R. Horton Inc.
Seller: Forestar (USA) Real Estate Group Inc.
Address: Wesley Chapel
Property Type: Vacant land
Price: \$4,649,300

Buyer: NPR Realty LLC
Seller: Swagman LLC
Address: 5634 Charles St., New Port Richey
Property Type: Multifamily units
Price: \$3,025,000
Previous Price: \$825,000, November 2017

Buyer: IH Central Florida LLC
Seller: M/I Homes of Tampa LLC
Address: Dade City
Property Type: Residential land
Price: \$2,227,500

PINELLAS

Buyer: Waterside LL LLC
Seller: GBA Clearwater 284 LLC
Address: 13161 56th Court, Clearwater
Property Type: Business park
Price: \$38,750,000
Previous Price: \$23,600,000, February 2021

Buyer: Clearwater Offices LLC
Seller: 600 Cleveland LLC
Address: 600 Cleveland St., Clearwater
Property Type: Office building
Price: \$33,200,000
Previous Price: \$7,350,000, September 2013

Buyer: CW Downtown Properties LLC
Seller: 527-531 Cleveland LLC, Festus Porbeni, 600 Cleveland LLC, The Ring Workspaces LLC, and Waters Edge Commercial Group, LLC
Address: 531 Cleveland St., Clearwater
Property Type: Retail strip store
Price: \$24,550,000

POLK

Buyer: Multiflora Credit Union
Seller: Lakeland Regional Health Systems Inc.
Address: Tennessee Ave., Lakeland
Property Type: Vacant land
Price: \$6,000,000
Previous Price: \$1,959,800, November 2020

Buyer: Heritage Homes of Florida Inc.
Seller: VMAR Dev LLC
Address: Winter Haven
Property Type: Vacant residential land
Price: \$3,453,000

Buyer: Lakeland Logistics Park Owner LLC
Seller: Lakeland Industrial Crossings LLC
Address: 8161 Highway 33 N., Lakeland
Property Type: Automobile dealership and vacant land
Price: \$2,800,000
Previous Price: \$1,200,000, June 2021

SARASOTA

Buyer: Sarasota Bayside LLC
Seller: Jay Harvey Holdings LLC
Address: 850 Coconut Ave., Sarasota
Property Type: Multifamily units
Price: \$15,500,000

Buyer: Shadowood Apartments FL LLC
Seller: Empiran Shadowood I LLC and Shadowood Apartments II LLC
Address: 1934 Sanford Circle, Sarasota
Property Type: Apartment units
Price: \$9,942,200
Previous Price: \$4,416,000, September 2006

Buyer: Matamy Tampa/Sarasota LLC
Seller: Manasota beach Ranchlands LLP
Address: Moonflower Drive, Venice
Property Type: Vacant land
Price: \$3,009,600