



City of Tarpon Springs, Florida

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

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

REGULAR SESSION AGENDA TUESDAY, JUNE 10, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 Minutes)

PROCLAMATIONS (10 Minutes)

1. Juneteenth Day (**Mayor John Koulianos**)
2. Hurricane Awareness Month (**Mayor John Koulianos**)

SPECIAL PRESENTATIONS (10 Minutes)

3. Mary Mehas Burruss (**Mayor John Koulianos**) **DEFERRED TO JULY 22, 2025**
Naomi Mehas Patterson (**Mayor John Koulianos**) **DEFERRED TO JULY 22, 2025**
4. Hurricane Season 2025 Presentation (**Scott Young Fire Chief**) (5 Minutes)
5. Water Utility Update: PFAS Regulations Presentation (**Tom Kiger Public Services Director**) (5 Minutes)

PUBLIC COMMENTS (20 Minutes)

CONSENT AGENDA (10 Minutes)

6. Satisfaction/Release of Liens (**Irene Jacobs City Clerk**)
7. Award File No. 250152-N-AS, Single Source Purchase of Entellisys Switchgear Upgrade (**Tom Kiger Public Services Director, LaTishia Smith Assistant Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)
8. Renew File No. 250021-C-AS, Well Maintenance, Evaluation, and Testing Services (**Tom Kiger Public Services Director, LaTishia Smith Assistant Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)
9. Award File No. 250192-C-PH, Purchase of Two (2) Vactor Trucks (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operations Coordinator, Janina Lewis Procurement Services Director**)
10. Increase Award File No. 250002-N-PH, Paper Products, Paper Towels and Toilet Tissue (**Bob Robertson Interim Public Works Director, Brandon Crum Facility Management Superintendent**)
11. Award File No. 250187-C-JL, Mach Alert System (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)
12. Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting (**Bob Robertson Interim Public Works Director, Brandon Crum Facilities Management Superintendent**)

13. Amend File No. 250082-C-PH, Food Products and Supplies (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)
14. Award File No. 250097-B-AS, LED Community Center Sign & Installation (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, Janina Lewis Procurement Services Director**)
15. Renew File No. 230176-C-AS, Fire Equipment, Supplies and Service (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

BUSINESS ITEMS

16. Authorize Increased Weekend Staffing at Sunset Beach and Craig Park to Facilitate Traffic and Parking Compliance (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent**) (5 Minutes)
17. Approve Holiday Meeting Schedule Changes for Fiscal Year 2025 (**Charles Rudd City Manager**) (5 Minutes)
18. Multimodal Impact Fee Ordinance Interlocal Agreement between Pinellas County and City of Tarpon Springs (**Renea Vincent, Planning & Zoning Director**) (5 Minutes)
19. Discussion and Direction on Zenlofts Holistic Design Project (**Charles Rudd City Manager, Renea Vincent Planning & Zoning Director**) (30 Minutes)
20. 42503 US Highway 19 North, Municipal Access Easement Agreement Amendments (**Renea Vincent Planning & Zoning Director**) (10 Minutes)

ORDINANCES AND RESOLUTIONS

21. **Resolution 2025-44**; Amending the Budget for FY 2024-25 (**Ron Harring Finance Director**) (5 Minutes)
22. **Resolution 2025-45**; Authorizing the Lease-Purchase Financing of the Acquisition of Two Vac-Con Trucks (**Ron Harring Finance Director**) (5 Minutes)
 - a. Vactor Truck Financing
 - b. Vactor Truck Purchase
23. **Resolution 2025-40**; Appeal of Heritage Preservation Board Decision for demolition of a contributing structure located at 154 Read Street(Application 25-13)(**Quasi-Judicial**)(**Renea Vincent Planning & Zoning Director**) (20 Minutes)

BOARD AND STAFF COMMENTS (10 minutes)

ADJOURNMENT (Estimate 9:10 pm)

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Juneteenth is one of several “Freedom Day” celebrations commemorating the signing of the Emancipation Proclamation of 1863; and

WHEREAS, it celebrates the freeing of the last slaves in Galveston, Texas by General Gordon Granger on June 19, 1865, almost two and a half years after President Abraham Lincoln signed the Emancipation Proclamation; and

WHEREAS, Juneteenth has been informally celebrated since 1979 when Texas became the first state to proclaim it as an official holiday; and

WHEREAS, on June 17, 2021, Juneteenth became a federal holiday and is now recognized by all fifty states; and

WHEREAS, throughout our nation Juneteenth is a time of prayer, reflection, and a memorable tribute to our country’s African American Heritage; and

WHEREAS, the City of Tarpon Springs is proud to join our nation in honoring Juneteenth to promote and enhance the unity and spiritual strength that brought African Americans out of slavery and sustained their dignity and prosperity to the present day; and

WHEREAS, the celebration of Juneteenth should remind each and every one of us of the precious promises of freedom, equality, and opportunity for all people, which are the foundation of the American Dream.

NOW, THEREFORE, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim June 19, 2025, as

JUNETEENTH DAY

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida to be affixed this 10th day of June 2025.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim June 2025 as

HURRICANE AWARENESS MONTH

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida to be affixed this 10th day of June 2025.

City Clerk & Collector

Mayor

Certificate of Recognition

City of Tarpon Springs, Florida

Whereas, Mary Mehas Burruss founded the Shepherd Center in Tarpon Springs bringing together the Churches in the Community with a common goal of helping those in need; and

Whereas, Along with her late husband, Herman, they provided the initial and substantial seed money to start the Tarpon Springs Boys and Girls Club; and

Whereas, Mary and Herman donated substantial money and land to the Tarpon Springs Hospital Foundation; and

Whereas, Mary co-founded the Tarpon Springs Meals on Wheels along with her sister Naomi Mehas Patterson; and

Whereas, Mary played an integral part of the founding of the Tarpon Springs Historical Society; and

Whereas, The City of Tarpon Springs wishes to express its gratitude and appreciation to Mary Mehas Burruss for her selfless dedication and valuable contributions to our community; and

Whereas, We are proud to recognize Mary Mehas Burruss for the unwavering commitment to improving the lives of others in Tarpon Springs, demonstrating outstanding citizenship and leaving a lasting positive impact on our community.

Now Therefore, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of Tarpon Springs, Florida, do hereby recognize an outstanding citizen of Tarpon Springs

Mary Mehas Burruss

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 10th day of June 2025.

City Clerk & Collector

Mayor

Certificate of Recognition

City of Tarpon Springs, Florida

- Whereas,* Naomi Mehas Patterson spent her career nursing at AdventHealth North Pinellas Hospital (Helen Ellis Hospital) for 56 years, and provided additional care to residents, going beyond her regular duties by assisting with at-home dressing changes and rides to doctor's appointments; and
- Whereas,* Naomi dedicated years to patient care as a translator, fundraiser and continuous volunteer at the hospital, and was referred by Dr. Fred Roever as "The Mother Teresa of Tarpon Springs"; and
- Whereas,* Naomi was one of the original Founders of the Tarpon Springs Ambulance Service; and
- Whereas,* Naomi served as a Board Member and significant fundraiser for the Tarpon Springs Boys and Girls Club; and
- Whereas,* Naomi co-founded the Shepherd Center and Meals on Wheels in Tarpon Springs along with her sister Mary Mehas Burruss; and
- Whereas,* Naomi was involved in fundraising efforts in the collection of clothing, educational materials, and medical equipment for those in need overseas; and
- Whereas,* The City of Tarpon Springs wishes to express its gratitude and appreciation to Naomi Mehas Patterson for her selfless dedication and valuable contributions to our community; and
- Whereas,* We are proud to recognize Naomi Mehas Patterson for the unwavering commitment to improving the lives of others in Tarpon Springs, demonstrating outstanding citizenship and leaving a lasting positive impact on our community.

Now Therefore, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of Tarpon Springs, Florida, do hereby recognize an outstanding citizen of Tarpon Springs

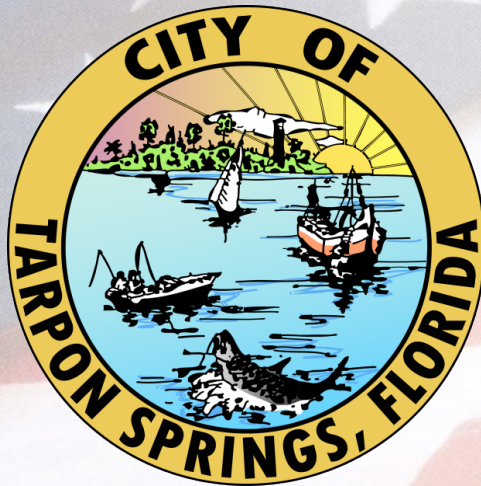
Naomi Mehas Patterson

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 10th day of June 2025.

City Clerk & Collector

Mayor

City of Tarpon Springs Emergency Management



Hurricane Season 2025

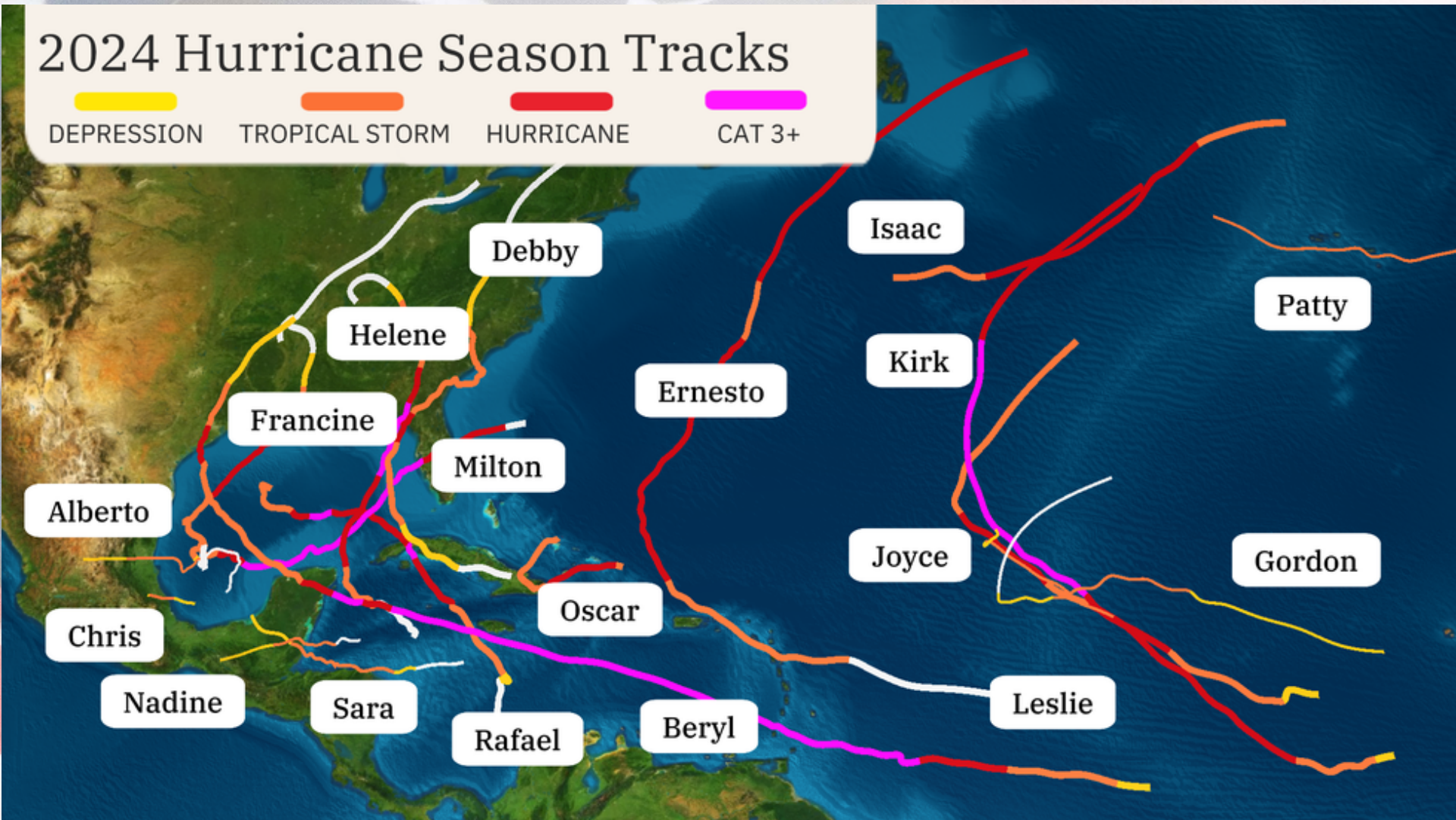
Governor's Hurricane Conference 2025



2024 Hurricane Season

2024 Hurricane Season Tracks

DEPRESSION TROPICAL STORM HURRICANE CAT 3+

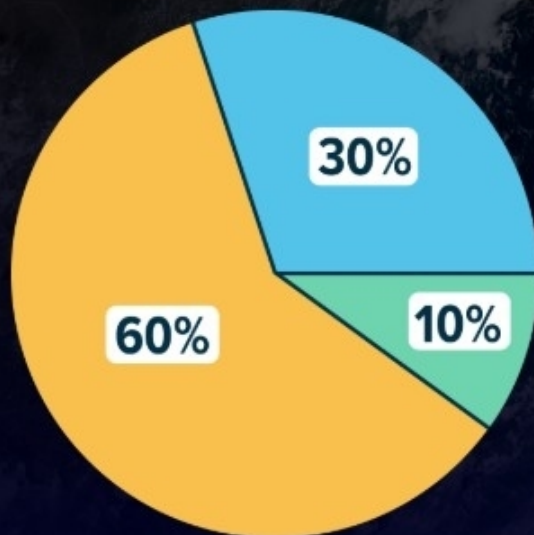


What Can We Expect From 2025?



2025 Atlantic Hurricane Season Outlook

Season Probability



 Above Normal  Near Normal  Below Normal

Named Storms
13 - 19

Hurricanes
6 - 10

Major Hurricanes
3 - 5

New Hurricane Names



2025 Atlantic Tropical Cyclone Names

Andrea
Barry
Chantal
Dexter
Erin
Fernand
Gabrielle

Humberto
Imelda
Jerry
Karen
Lorenzo
Melissa
Nestor

Olga
Pablo
Rebekah
Sebastien
Tanya
Van
Wendy

2024 Hurricanes in our Area

HURRICANE DEBBY AUGUST 2024

PROTECTIVE ACTIONS

Evacuation Zones Ordered

None

Shelters Opened

2

Population in Shelter

13

Pets in Shelter

0

DAMAGES

Residences Damaged

330

Businesses Damaged

49



Closest Point Offshore Pinellas
(West)

77 Miles

Strength When Offshore Pinellas

Strong TS



WEATHER DATA

Highest Wind Gust

63 MPH

Highest Rainfall Total

10.33"

Highest Storm Surge Value

2.62'

Confirmed Tornado
Touchdowns

1

LIFE SAFETY

9-1-1 Water Rescue Incidents

36

Confirmed Fatalities

0

HURRICANE HELENE SEPTEMBER 2024

PROTECTIVE ACTIONS

Evacuation Zones Ordered

A

Shelters Opened

6

Population in Shelter

1,700

Pets in Shelter

97

DAMAGES

Residences Damaged

33,566

Businesses Damaged

689

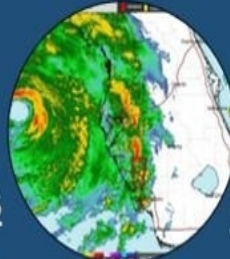


Closest Point Offshore Pinellas
(West)

105 Miles

Strength When Offshore Pinellas

Category 3



WEATHER DATA

Highest Wind Gust

82 MPH

Highest Rainfall Total

3.06"

Highest Storm Surge Value

6.67'

Confirmed Tornado
Touchdowns

0

LIFE SAFETY

9-1-1 Calls for Water Rescue

1,400

Confirmed Fatalities

12

HURRICANE MILTON OCTOBER 2024

PROTECTIVE ACTIONS

Evacuations Zones Ordered

A, B, C

Shelters Opened

14

Population in Shelter

12,000

Pets in Shelter

1,386

DAMAGES

Residences Damaged

12,832

Businesses Damaged

430

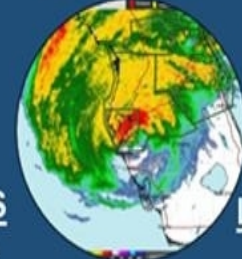


Closest Point Offshore Pinellas
(South)

28 Miles

Strength When Offshore Pinellas

Category 3



WEATHER DATA

Highest Wind Gust

101 MPH

Highest Rainfall Total

20.40"

Highest Storm Surge Value

1.3'

Confirmed Tornado
Touchdowns

0

LIFE SAFETY

9-1-1 Calls for Water Rescue

237

Confirmed Fatalities

2

LESSONS LEARNED

from Hurricane Season 2024



Surge Warning: 

Sustained Wind Speed:  39+ mph  58+ mph  74+ mph

HURRICANE DEBBY

- Strong tropical storm as it passed 77 miles offshore.
- Winds of 45 mph; gusts up to 60 mph.
- Rainfall 8-10 inches in areas of the county.
- 2 - 3 feet of storm surge.
- 49 businesses impacted.
- 330 homes damaged.

LESSON LEARNED

No matter the location or size of the storm, high winds, flooding, surge and rainfall can cause impacts.

HURRICANE HELENE

- Category 3 as it passed 105 miles offshore.
- Winds of over 80 mph.
- 5 - 7 feet of storm surge.
- Over 50% of Pinellas County lost power.
- Hundreds of water rescues in evacuation zones.
- 12 deaths.
- 689 businesses impacted.
- 33,566 homes damaged.

LESSON LEARNED

Evacuations need to be completed before storm impacts begin. Surge rises fast and people who should have evacuated put themselves in a life-threatening situation when they did not follow an evacuation order.

HURRICANE MILTON

- Category 3 as it made landfall 28 miles to the south of Pinellas County.
- Rainfall over 18 inches.
- Wind gusts of over 100 mph toppled many trees that brought down power lines and broke underground water, cable and fiber optic lines.
- Over 80% of Pinellas County lost power.
- 2 deaths.
- 430 businesses impacted.
- 12,832 homes damaged.

LESSON LEARNED

Hurricane impacts are not just coastal. Know your risk for surge, wind and flooding from heavy rains.

**Everyone needs to be prepared to survive a hurricane, no matter where they live.
Listen carefully to the forecast: No two storms are the same.**

Storms that move north, parallel to the coast, like hurricanes Debby and Helene, can place Pinellas on the "dirty" side of the storms, causing storm surge, rain and wind, even if it doesn't make landfall here.

Milton made landfall only 28 miles to the south. This short distance caused 10 feet of storm surge in Sarasota while Pinellas was spared.

Categories of hurricane

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

Source: Saffir Simpson scale

Run From the Water, Hide From the Wind

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

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

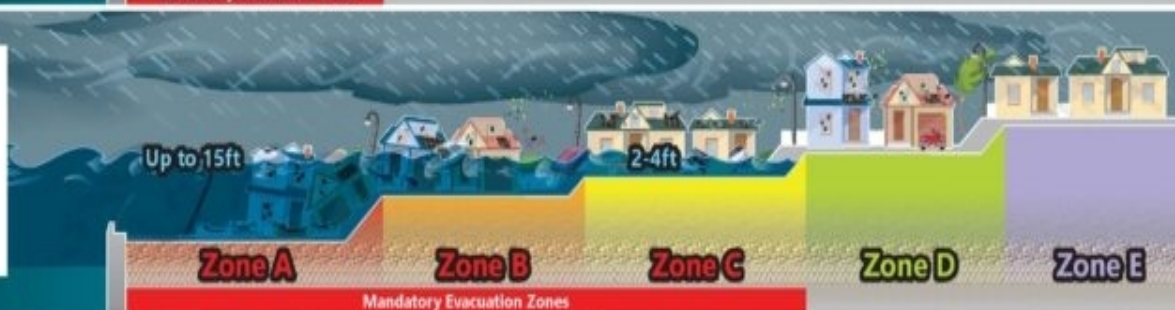
5-7 feet

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



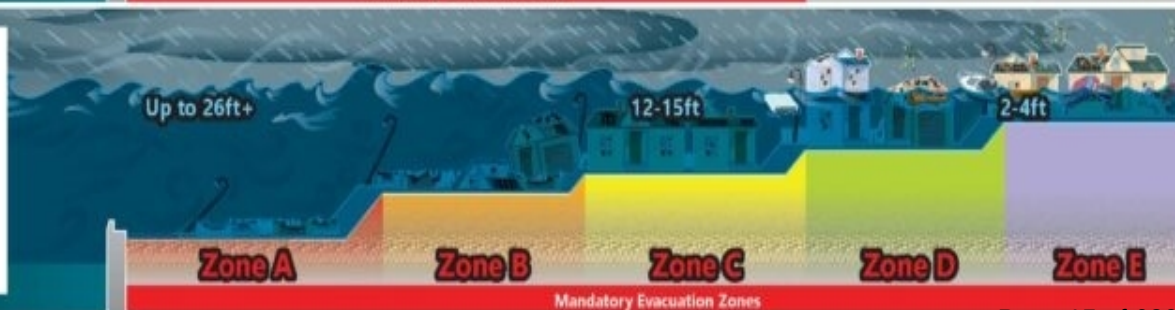
12-15 feet

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



26+ feet

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



You ***MUST*** Evacuate if Ordered To

HURRICANE IDALIA

REAL CALLS

FROM THOSE WHO DID NOT EVACUATE

https://www.youtube.com/watch?v=UV8Vav5v_To

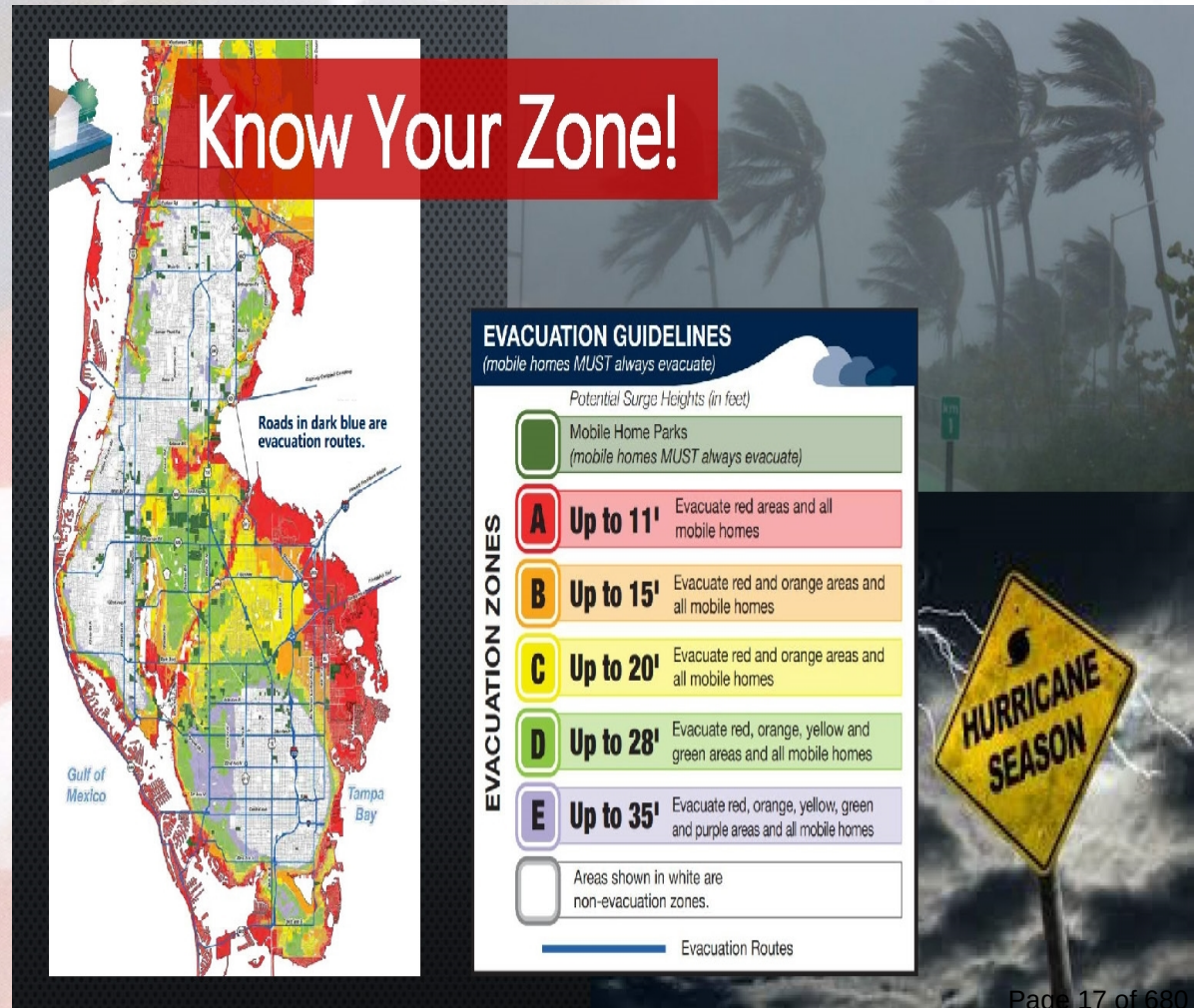
Know YOUR Evacuation Zone

Where Can I Find My Evacuation Zone?

kyz.pinellas.gov

Ready Pinellas mobile app

727-464-3800



Hurricane Shelters

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

Shelters will be located:

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

Palm Harbor Middle School- 1800 Tampa Rd, Palm Harbor

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

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

SPECIAL NEEDS

Caring for Our Most Vulnerable Citizens



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

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



PET EVACUATION TOOLKIT

HOW TO PREPARE YOUR PET FOR A NATURAL DISASTER



1. GET A PET CARRIER

Your furry friend is going to need a comfy place to sleep and be transported in!



2. CANNED FOOD & DOTTLED WATER

You need something that will not spoil if the container gets wet, and you should look to get enough for at least one week. Don't forget the bowl!



3. LEASH, COLLAR & CURRENT ID TAG

There may be a lot of moving in and out of vehicles, so be sure you're prepared to safely let your pets stretch their legs at stops along the way.



4. SANITATION ITEMS

Be sure to pack pet litter and litter box if appropriate, newspaper, paper towels, plastic trash bags and household chlorine bleach.



5. FIRST AID & MEDICAL RECORDS

Your first aid kit should include cotton bandage rolls, bandage tape and scissors; antibiotic ointment; flea and tick prevention; latex gloves, isopropyl alcohol and saline solution. Also, keep important documents like medical records, registration information, adoption papers and vaccination documents in a sealed plastic bag to protect them from the elements.



6. TREATS & TOYS

Calming products, toys and chews can help limit your pet's anxiety in a high-stress situation.





HURRICANE PREPAREDNESS TIPS

Review your emergency plan

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



Check your supplies

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



Set up an out-of-town contact

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



Secure important documents

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



Figure out your evacuation route

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



Be aware of your vehicle's surroundings

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



Follow official instructions

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

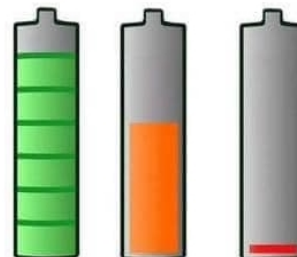


Electric Vehicle and General Lithium-Ion Battery Safety

Know your Evacuation Route

Maintain your battery at 100% state of charge if you plan on evacuating in an EV. Understand your vehicle's range to ensure you can safely reach your destination.

Avoid relying on charging stations along the evacuation route, as they may experience long lines or power outages.



Never Drive Through Flood Water

Water infiltration into the high-voltage battery of an electric vehicle can lead to damage, heightening the risk of a battery fire. Such fires may erupt instantaneously or manifest days, weeks, or even months after exposure to saltwater.

Leaving Electric Vehicles Behind

NEVER park EVs inside a garage in flood-prone areas.

DO NOT leave electric vehicles plugged into a charger.

ALWAYS ensure they are parked at least 50 feet away from any structure or other vehicles. Exposure to storm surge can damage the battery, leading to a fire risk. When leaving an EV behind, maintain the battery at less than 30% state of charge.

NEVER attempt to drive or charge a vehicle that has been submerged in floodwaters.



General Lithium-ion Battery Safety

Properly dispose of any lithium-ion batteries or devices containing lithium-ion batteries exposed to floodwaters. Using or charging batteries exposed to floodwaters poses a serious risk of fire.

DO NOT discard these batteries in regular trash.

Debris Removal After the Storm



FEMA

www.fema.gov



**US Army Corps
of Engineers®**

www.usace.army.mil

Debris removal guidelines

In efforts to expedite the debris removal process, please follow these rules

Placing debris **near or on trees, poles or other structures** makes removal difficult. This includes fire hydrants and meters.

Debris separation

Please separate debris into the **six categories**, shown below.

Electronics

Television, computer, stereo, phone, DVD player

Large Appliances

Refrigerator, washer/dryer, air conditioner, stove, water heater, dishwasher

Do not leave doors **unsealed or unsecured**

Hazardous waste

Oil, battery, pesticide, paint, cleaning supplies, compressed gas

Vegetative debris

Tree branches, leaves, logs, plants

Construction debris

Building materials, drywall, lumber, carpet, furniture, plumbing

Household garbage

Bagged garbage, discarded food, paper, packaging.

Debris should be placed curbside

Debris should not **block roadway**

10 feet

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STAY INFORMED!

Facebook: Tarpon Springs Fire Rescue, Police Department, and City all have pages

City Website: <https://www.ctsfl.us/>

Connect Tarpon: <https://connecttarponsprings.com/>

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

Pinellas County Emergency Management: disaster.pinellas.gov





Free emergency notification system. Get alerts via text, phone and / or emails.

pinellas.gov/AlertPinellas



Download the Ready Pinellas app

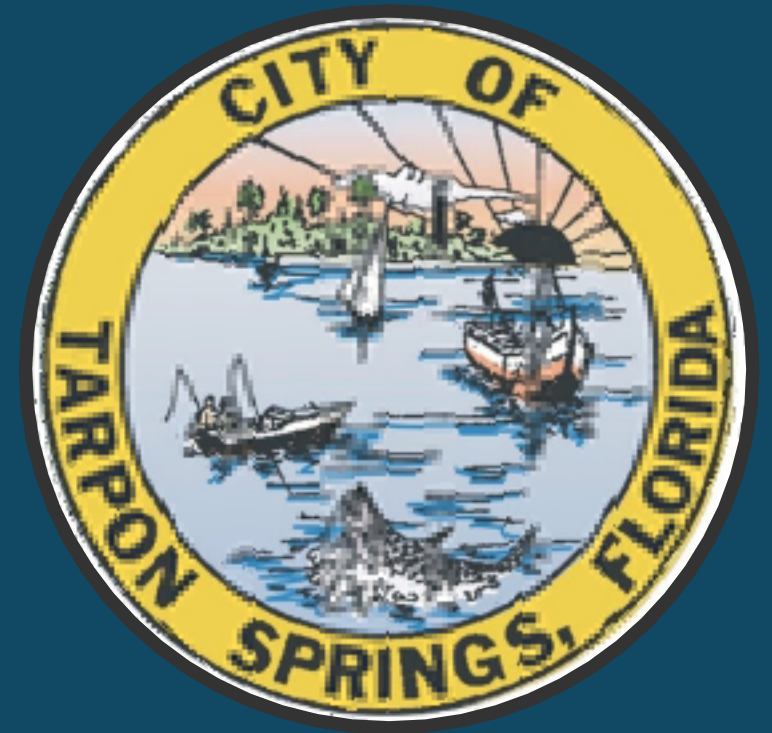


The background of the slide is a close-up, slightly blurred image of the United States flag. The stars and stripes are visible, with the blue field of stars on the left and the red and white stripes on the right. The flag appears to be waving or draped.

QUESTIONS?

WATER UTILITY UPDATE: PFAS REGULATIONS

Prepared by the Public Services Department



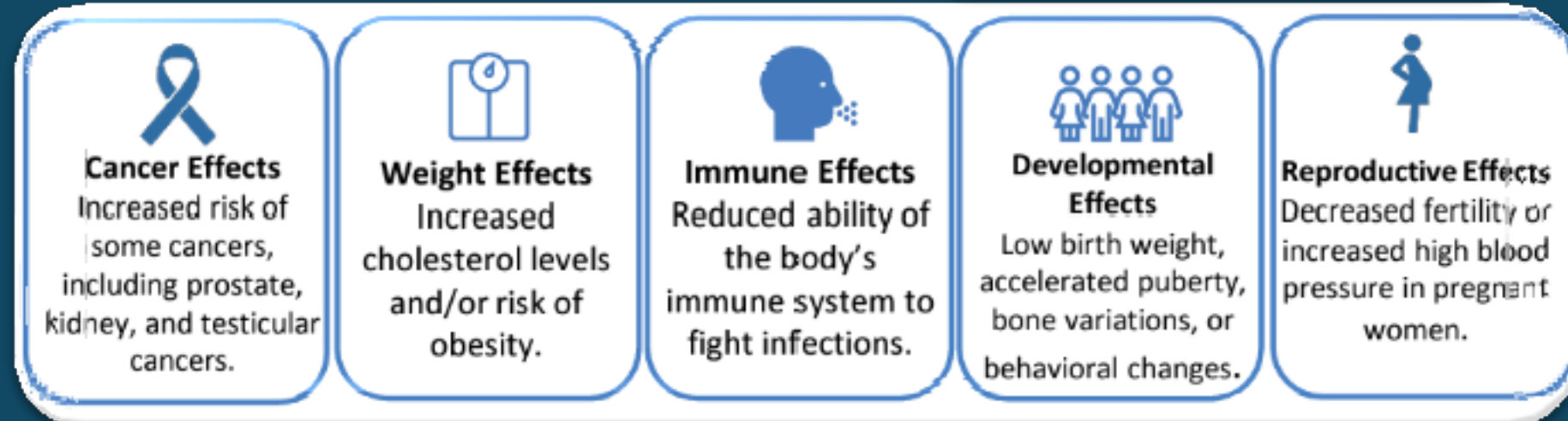
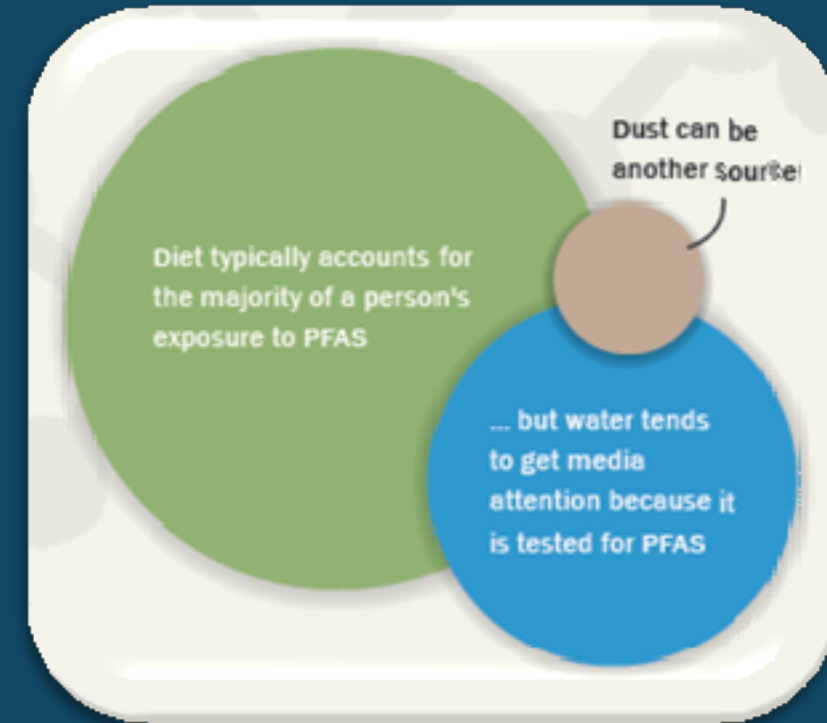
EMERGING REGULATION: WHAT IS PFAS?

- ④ PFAS are the “per- and polyfluoroalkyl substances” group of chemicals
- ④ Used to make coatings and products that resist: heat, oil, stains, grease, and water.
- ④ PFAS chemicals are very persistent in the environment
- ④ Commonly termed “forever chemicals”
- ④ Previously **UNREGULATED** by the USEPA, but regulations are being adopted



WHAT ARE THE HEALTH CONCERNS ABOUT PFAS?

- Research is ongoing on health effects of PFAS
- EPA is taking action to reduce PFAS in the environment and protect water supplies
- Most Americans have had some contact with PFAS through various products and the environment
- Production of PFOS and PFOA stopped in 2000
- National Health and Nutrition Examination Survey (NHANES) found that PFOA and PFOS blood levels have dropped more than 60% and 80% respectively between 1999 and 2014



PFAS AND DRINKING WATER – *TWO CURRENT DEVELOPMENTS*

EPA RULES

- US EPA has developed new drinking water standards for PFAS chemicals to protect public health
- Drinking Water Standards were adopted in April 2024
- Drinking Water Utilities will be required to provide treatment to meet the new PFAS standards
- Some utilities may require new treatment technologies (**Reverse Osmosis**, Ion Exchange, Activated Carbon)
- Some utilities may require new water sources

Litigation

- A class action lawsuit was brought by public water utilities against 3M and Dupont for their role in PFAS manufacturing
- Litigation resulted in two settlements totaling over \$11B for water utilities
- First two settlements finalized in Spring 2024
- Two new settlements underway with Tyco and BASF – Tarpon Springs is participating

WHAT DOES THIS MEAN FOR TARPON SPRINGS?

LITIGATION:

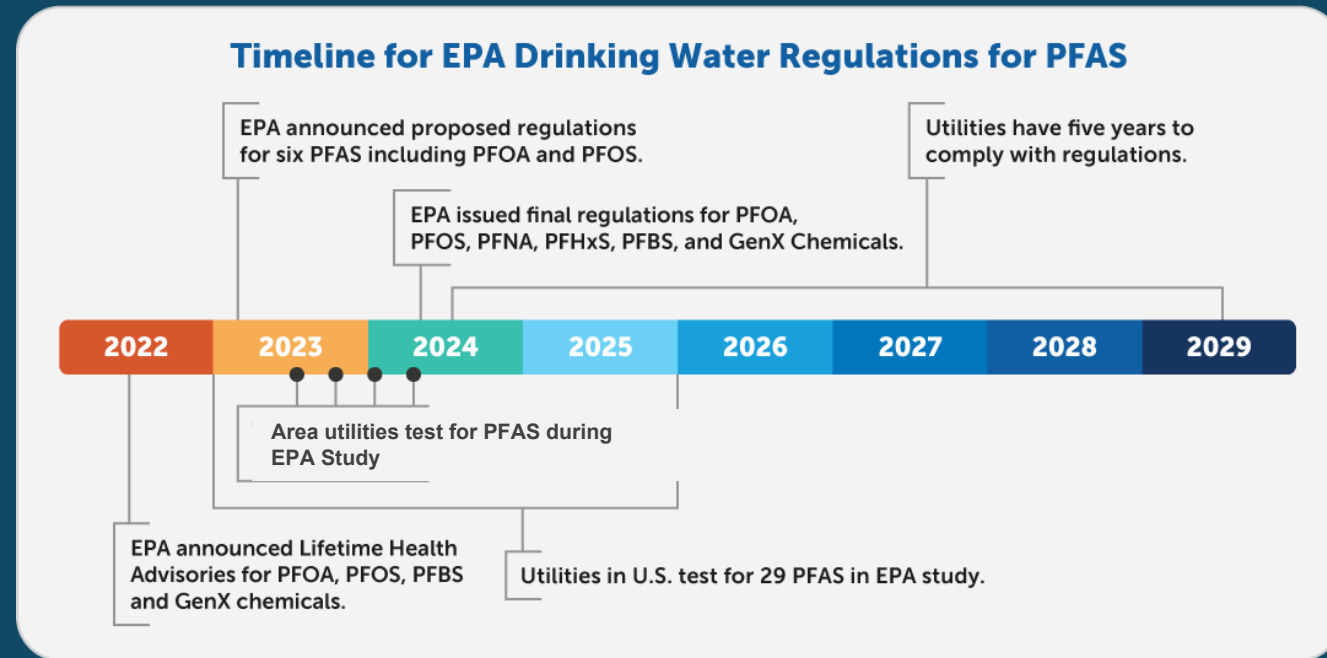
- Tarpon Springs participated in the current PFAS settlements with 3M and Dupont, as authorized by the BOC at
- Staff retained specialized legal counsel through the Florida Rural Water Association legal assistance program
- **OUTCOME: The City claim was approved and the projected settlement award will be \$4.265 million**
- 66% of award is expected by the end of calendar year 2025 (\$2.798 million)
- BASF and Tyco awards are pending, but expected to be much lower (~\$100,000 range)
- Total legal cost is less than \$20,000



WHAT DOES THIS MEAN FOR TARPON SPRINGS?

NEW EPA RULES UNDER DEVELOPMENT:

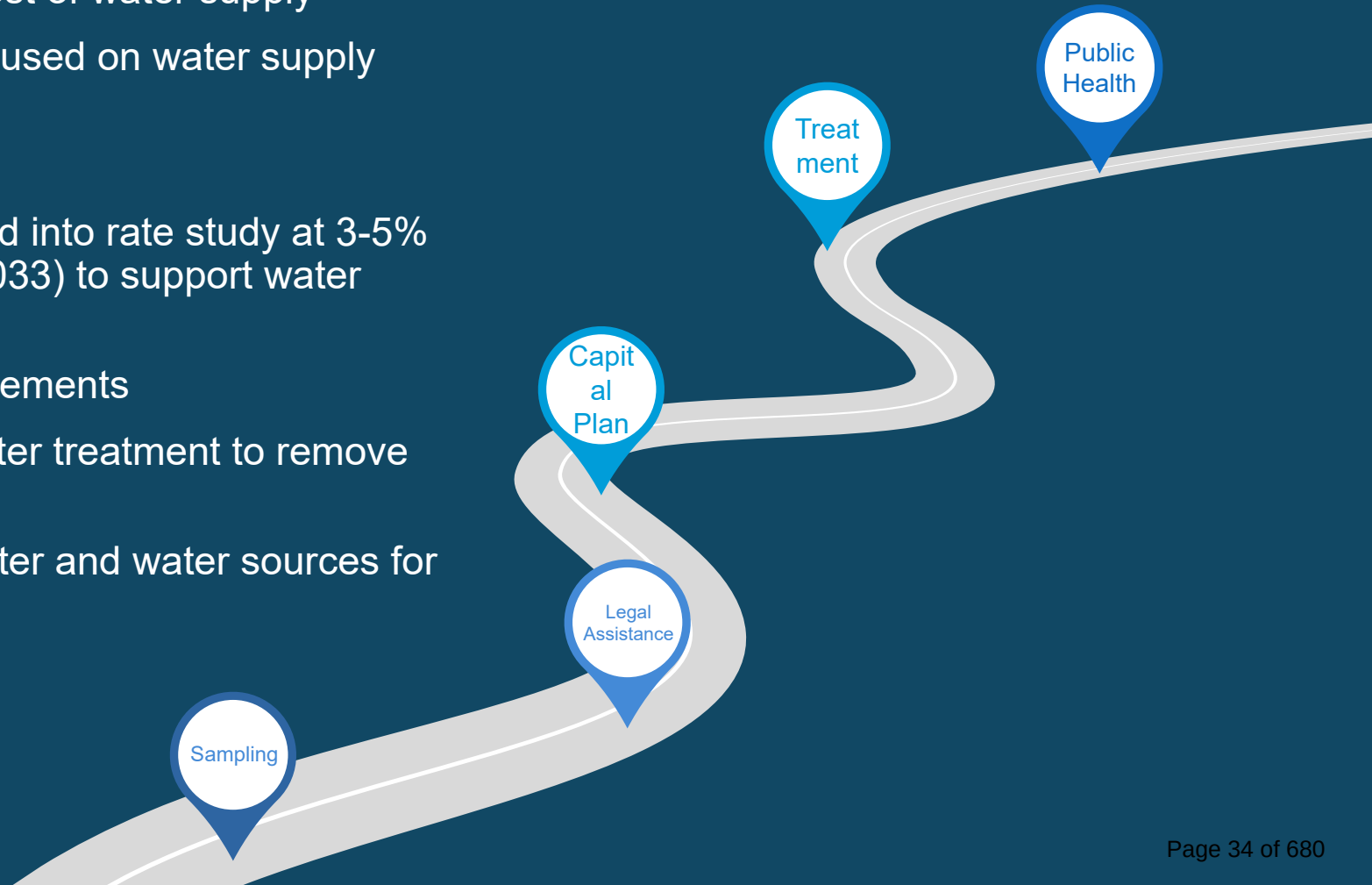
- RO Plant provides PFAS treatment (we have no PFAS in distributed water from RO)
- Preliminary 2023 sampling showed PFAS at very low levels (parts per trillion) in two of the City's legacy freshwater wells
- The City will implement projects to address PFAS in the older wells (treatment or replacement)
- Staff and Engineering consultants are working on an updated Water Supply Plan to address our water supply needs including PFAS compliance



EPA Rule Adoption Schedule

PATH FORWARD

1. Staff are updating the 20-year CIP to add PFAS treatment to restore two freshwater well to service
 1. Estimated cost ~\$2,000,000
 2. Will reduce operational costs and cost of water supply
 3. Remaining FY26 funding will be focused on water supply development and water quality
2. Future settlement money will be budgeted into rate study at 3-5% of award (~\$200,000 annually through 2033) to support water quality and water supply projects
3. Continue to monitor Tyco and BASF settlements
4. Continue to protect public health with water treatment to remove PFAS
5. Continue monitoring finished drinking water and water sources for PFAS per EPA guidelines and standards



The Most Important Question: *Is our Water Safe?*

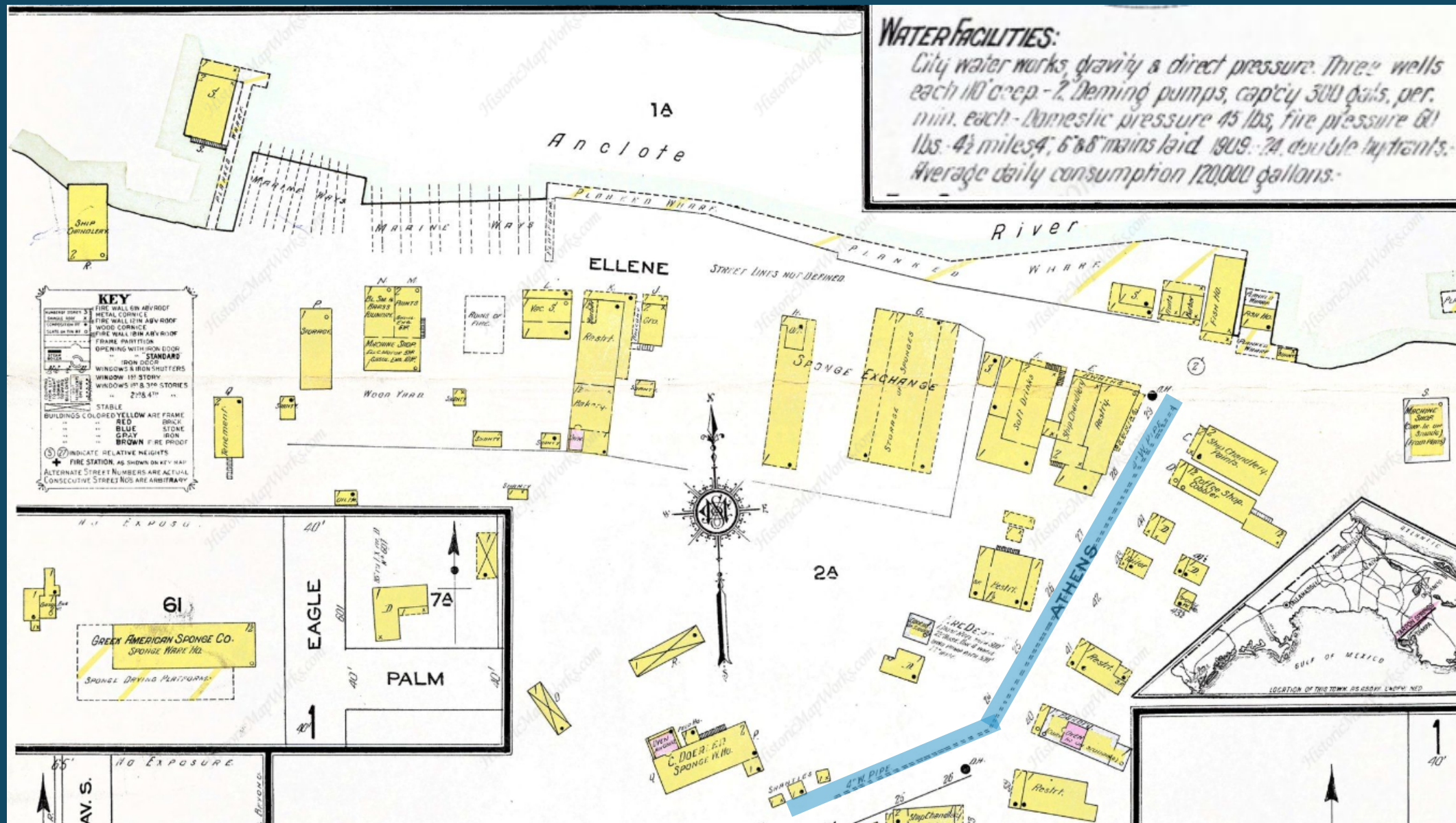
- Tarpon Springs water is safe and gets safer every year!
- Our Water is highly regulated by FDEP to meet over 90 contaminants regulated by the US EPA
- Tarpon Springs drinking water meets or exceeds all EPA Primary Drinking Water Standards!
- The City publishes an annual consumer confidence report, available on the City Website.
- *US Drinking Water Standards are established to protect public health and are calculated so that little or no adverse health risk would be expected based on a lifetime average consumption rate of two liters of water, per day, for 70 years*
- *EPA continues to develop regulations for new “Contaminants of Emerging Concern,” to continue to improve the safety of drinking water as scientific knowledge grows*



Annual Water Quality Report

2023

Presented By
City of Tarpon Springs
PAWS ID#: 6521784

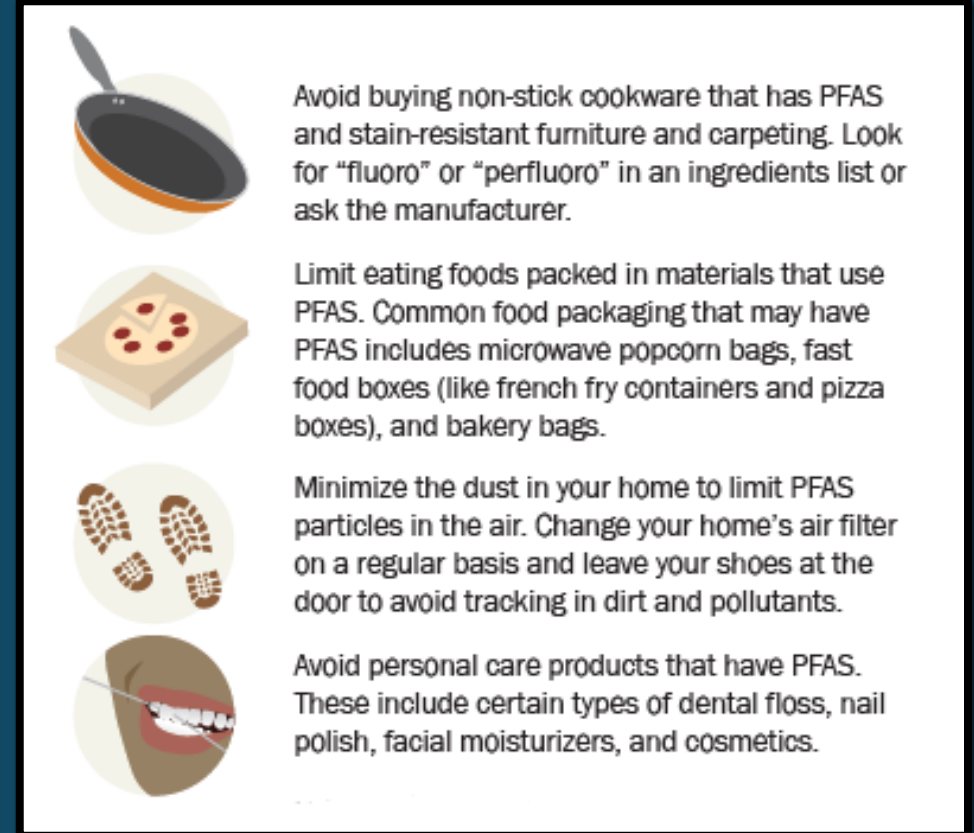


QUESTIONS?

Map Source: 1913 Tarpon Springs Fire Insurance Map- Sheet 1. Published by Sanborn Map Company. Accessed: Univ of Florida Library Digital Collections; April 29, 2022

WHAT CAN YOU DO TO LIMIT PFAS EXPOSURE?

- City of Tarpon Springs drinking water from the Reverse Osmosis Plant has been tested, and no PFAS compounds were detected
- Pinellas County not detect PFAS compounds in any of the drinking water samples collected during recent EPA testing
- If you get drinking water from a private well, consider an-home treatment option
- PFASCentral.org maintains a list of PFAS-free products and manufacturers
- NSF International maintains a list of in-home water treatment options for home PFAS removal for area residents with domestic wells
- You can identify PFAS in products by looking for “fluoro” or “perfluoro” in an ingredients list.
- Stay informed: Reliable Sources include the US EPA and CDC



PFAS- free Products



NSF : In Home Treatment

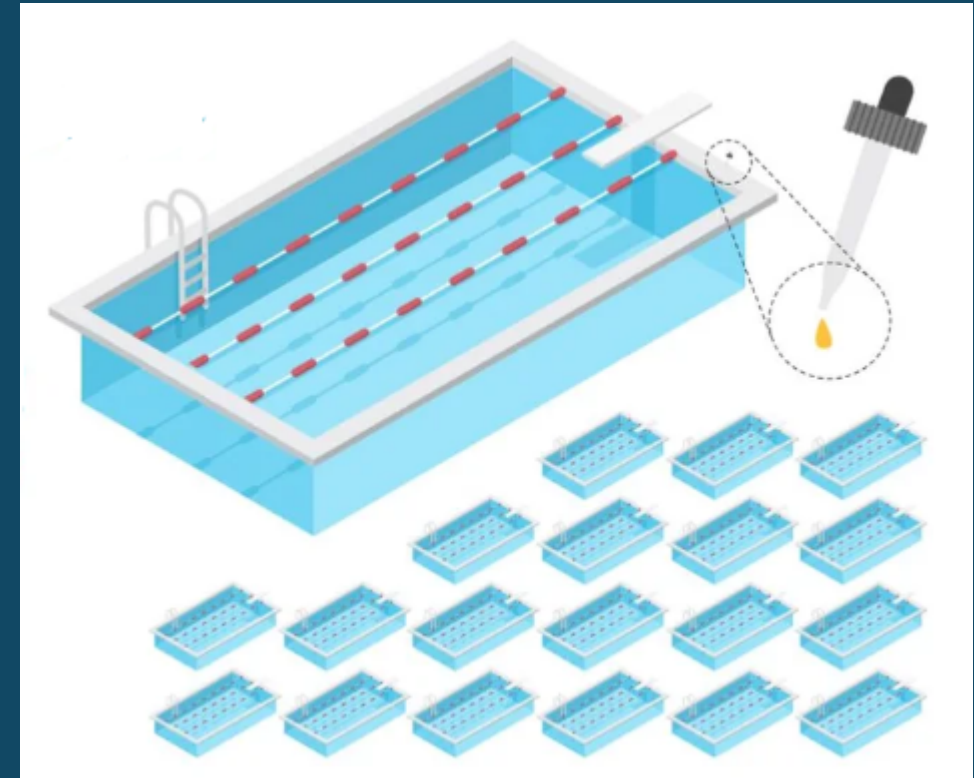


Pinellas County
Page 37 of 680

WHAT IS A PART PER TRILLION?

NEW EPA RULES:

- One Part per Trillion is:
 - One drop of water in 20 Olympic swimming pools
 - One single penny in \$10,000,000,000.00
 - A 5500 square foot building on the entire surface of the Earth
- **PFOA – 4 ppt (ng/L)**
 - RO Finished water – **Undetectable**
 - Groundwater wells in the area: 1-10 ppt
 - Compare to military installation:
 - Air Force Base groundwater – 17,200 ppt
 - Difference between 10 cigarettes daily for 50 years, and 10 cigarettes in your whole life



OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION June 10, 2025

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

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
Diane Salvia Salvatore Parziale William Parziale Robert Parziale	Utility Lien	30409-272411287
John A. Shanhan Beverly L. Shuler	Code Enforcement Lien	12-20000016



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250152-N-AS, Single Source Purchase of Entellisys Switchgear Upgrade (**Tom Kiger Public Services Director, LaTishia Smith Assistant Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250152-N-AS, Single Source Purchase of Entellisys Switchgear System Upgrade to World Electric Supply, LLC, in an estimated total amount not to exceed \$300,000, for the Public Services Department – Reverse Osmosis Water Facility (ROWF).

Background

The computer system that controls the electric switchgear and automatically enables the emergency generator at the ROWF suffered a total failure in November 2024. This Entellisys brand switchgear, manufactured and supported by ABB Inc., is a proprietary equipment design that can only be serviced and repaired by the original equipment manufacturer. ABB, Inc., through its local authorized distributor, World Electric Supply, LLC, performed emergency, interim repairs in February 2025 to restore functionality of the control system using a temporary setup that meets current needs, but it is not a viable long-term solution. Staff worked with the City's electrical and instrumentation consultant to identify the most economical option for permanent repairs, and ABB Inc. was deemed to offer the best value replacement that integrates with the existing electrical control system (see attached memo). The purpose of this contract is to upgrade the City's existing Entellisys Switchgear system to the most current hardware and software. Procurement Services posted a notice of intent to single source and no objections were received. ABB, Inc., is the sole manufacturer and authorized OEM repair and maintenance provider for ABB, Inc., including GE Industrial Solutions business equipment and products.

Funding

FY25 budget; account number 402-4305-536.6300 project #WS2524

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: May 23, 2025

To: Janina Lewis, Procurement Services Director

Through: R. Thomas Kiger, Public Services Director
LaTishia Smith, Public Services Assistant Director
Raymond Page, Utilities Superintendent

TK

From: Darryl Vaci, Water Division Manager

Subject: Authorization to Award Single Source Contract to World Electric Supply, LLC for RO Plant Switchgear Upgrade

Recommendation

Award a single source contract to World Electric Supply, LLC to upgrade electrical switchgear that controls operation of the backup emergency generator, through ABB Inc., in an amount not to exceed \$300,000, for the RO Water Treatment Facility. This upgrade will restore full functionality of the control system for plant switchgear.

Background

The computer system that controls the electric switchgear and automatically enables the emergency generator at the RO Water Facility suffered a total failure in November 2024. This Entellisys brand switchgear, manufactured and supported by ABB Inc., is a proprietary equipment design that can only be serviced and repaired by the OEM. ABB, through World Electric Supply, performed emergency, interim repairs in February 2025 to restore functionality of the control system, using a temporary setup that meets current needs but is not a viable long-term solution. Staff worked with our Electrical and Instrumentation consultant to identify the most economical option for permanent repairs, and ABB Inc. was found to provide the best value replacement that integrates with our existing electrical control system. This authorization will provide for the design, purchase and installation of a permanent hardware system that includes the most current versions of Entellisys hardware and software. Procurement posted a notice of intent to single source this project; no objections were received.

Funding

Funds will be set aside in Water Treatment accounts 402-4305-536.6300 Project #WS2524 in the 2025 Fiscal Budget.



Parts & Service: 1-888-434-7378

QUOTATION NO.	H7758310-0525-AH-R0
DATE	05/13/2025

BUYERS INFORMATION:

Quote Requested by	Darryl Vaci
Company	City of Tarpon Springs
Address	324 E Pine ST Tarpon Springs FL 34689
Phone	727-937-2557
Email	Dvaci@ctsfl.us
Service Contact	Same
Email	Same
Phone	Same
RE:	Tarpon Springs Entellisys upgrade (Qty-2)
SAP NO.	0200004622

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

**SUBMIT PURCHASE ORDER TO:
ABB INC.**

Contact	World Electric Supply
Address	1913 US Hwy 301 N ste 140 Tampa Fl 33619
Phone	813-309-5597
Email	Humberto.pastrana@worldelectricsupply.com

Work Services Description:

World Electric Supply on behave of ABB is pleased to offer this proposal for the services outlined below at the Tarpon Springs facility located in Tarpon Springs, FL.

Site Address:

325 Pine St
Tarpon Springs, FL 34689

Scope of Supply:

1) Services:

- Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date of service.
- Upon completion ABB will provide a field service report detailing the services performed, test results and recommendations for future service.

2) Site Equipment:

- Entellisys Switchgears (2 lineups)

3) ABB Supplied Equipment:

- ABB will supply the requisite (calibrated) testing equipment for use during the activities below.
- Entellisys 5.6 Upgrade package** (*description below*). Qty-2
Entellisys 5.6 Upgrade Package for Shop order XXX. This will include CPU A&B; 19" HMI with new door; Windows 10 Image. Does not include UPSs. Also, includes parts as deemed necessary by engineering, new programing & modified drawing package and installation instructions.

UPS Cubicle Modification. Qty-2

To upgrade both UPSs in shop order XXX.

This will include two new UPSs, and cubicle material as deemed necessary by engineering to make totally functional in this lineup. Also, include engineering, mechanical & electrical drafting, modified drawing package and installation instructions.

4) Work Scope:

- a) Provide one (1) field resource for four (4) days for the purpose of upgrading Entellisys switchgear lineups, and provide the units/material, as described above.

5) Comments/Exceptions:

- a) Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
- b) ABB assumes that prevailing wage is not applicable for the worksite unless otherwise stated.
- c) Customer shall provide electricians (craft labor) to assist with the listed scope of work at ABB's direction.
- d) Additional scope or time required to complete the above work scope will be addressed in the form of a written change order and charged at ABB's currently published rates.
- e) All protective settings shall be provided by others and are not included within this proposal.
- f) All equipment must be de-energized and properly isolated prior to the start of work.
- g) Price is contingent upon continuous, unobstructed access to de-energized equipment.
- h) Customer shall provide one copy of existing system schematics, drawings and other equipment/site and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- i) Customer shall provide temporary power and lighting as required for testing.

6) Schedule:

- a) Material lead time: **28-32 weeks** after order entry.
- b) ABB estimates the work scope to take place over four (4) business day(s), utilizing one (1) field resource(s) working eight-hour shift(s), Monday-Friday.
- c) Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays.
- d) All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
- e) Please note that advance notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.
- f) Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB's currently published rates.

Price, Terms and Conditions:

ABB will accomplish the above-described work scope for the firm fixed price of **\$275,375.00 USD** which includes the cost of travel, travel time and accommodations utilizing local resources.

- Invoice to be issued as follows:
 - 100% Upon substantial completion of the onsite work scope.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and "ABB Inc. General Terms and Conditions of Sale (2024-02 U.S.—ELSE)" as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or



any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreement and/or commitments to perform services are not enforceable.

All quoted or agreed prices are subject to revision at any time in the event of: (i) a material increase in component, raw material, or energy costs; or (ii) governmental action such as new or increased tariffs.

Supersedes Article 29 of the ABB Inc General Terms and Conditions of Sale (2024-02 U.S.--ELSE)

(a) This Article 29 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this

Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

Additional Services

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "Electrification USA Service Rates, January 1, 2025".

Consideration for Material Supply

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation



The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment.
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
 - Directing ABB personnel in identifying and isolating the proper electrical equipment.
 - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
 - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- Any items or services not specifically outlined herein are not included.



- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods, and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB INC.

By:	Alfredo Huete		
Title:	Business Development Manager		
Email:	alfredo.huete@us.abb.com		
Phone:	305-282-0970	Fax:	N/A

BUYER:

Company:			
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.

Electrification Service U.S.A. Service Rates



Jan 1, 2025

ABB Inc. maintains a complete staff of Field Service personnel who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start up, engineering studies, maintenance and repair services of both ABB and non-ABB electrical apparatus.

8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized Field Engineer	\$3,282	\$4,770	\$6,274
Class II - Field Engineer	\$2,690	\$3,890	\$5,090
Class III - Service Technician	\$2,106	\$3,010	\$3,922
Phone Support			\$1,925/case
Emergency Standby Retainer			\$7,000/month

Tooling Rates

IR Camera	\$120/day	\$480/week
Primary Current Injection Set	\$500/day	\$2,000/week
Relay Test Set	\$600/day	\$2,400/week
Power Factor Test Set	\$600/day	\$2,400/week

Class I – Specialized Field Engineer

The Specialized Field Engineer has specialized educational and factory training and experience in design, assembly, installation, and testing. This person is required for installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Paralleling Switchgear
- Medium Voltage Synchronous Motor Controls
- Automatic Throw Over Controllers (PLC)
- Gas Insulated Switchgear (GIS)
- Entellisys Switchgear
- Specialty power system studies, including Harmonic, Transient Switching, Load Flow, and Grounding

Class II – Field Engineer

The Field Engineer has specific factory training and experience. This person can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance, commissioning, or service requirements consistent with ABB guidelines.

Class III – Service Technician

The Service Technician has craft trade training along with selective factory training.

For more information contact your local ABB office or call our 24x7 customer service center at

1-888-434-7378 or 540-387-8617
for legacy GE products

1-800-HELP-365 (1-800-435-7365)
for legacy ABB products

Typical Field Services, Repairs, and Product Support

- Low / Medium Voltage Switchgear, GIS Switchgear, Protective Relays, and Circuit Breakers
- Low / Medium Voltage Motor Control Centers
- Low / Medium Voltage Busduct
- Medium Voltage Load Interrupter Switches
- Automatic Transfer Switches
- Transformers
- Programmable Logic Controllers
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$560.00	\$748.00
Class II - Field Engineer	\$450.00	\$600.00
Class III - Service Technician	\$340.00	\$454.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

2. Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round-trip basis with point of departure based on the location of the ABB Representative's office/service center.

3. Additional travel and living expenses include:
Overnight stay \$250 per day
Air Travel / Rental Car charges Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

4. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
5. Materials, subcontract labor and equipment if required will be provided at cost + 35%.
6. All equipment is delivered FCA ABB point of shipment, Incoterms® 2020, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
7. Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates.
8. Minimum daily billing of 8 hours for all services provided including standby time.
9. A minimum order of \$500.00 shall apply for a parts/material only order.
10. All rates are for hours worked, traveled, or on standby and are based on ABB's General Terms and Conditions of Sale. Price and data subject to change without notice.
11. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
12. Employee screening costs as required by the customer will be provided as follows:
Custom drug screen or background check \$250
TWIC Card \$400
BOSIET + HUET \$3,000
All travel time to complete the screenings will be billed at the applicable hourly rate as defined herein plus expenses. All other specialty training will be billed at cost + 20%.
13. All time to complete site specific training will be billed at the applicable hourly rate as defined herein plus expenses.
14. A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rates as defined herein, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
15. The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

ABB Inc. 305 Gregson Drive, Cary, NC 27511

Quote: H7758310-0525-AH-R0

ABB Confidential and Proprietary

Page 6 of 10

"commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.

(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.

(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301 – 8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 – 2581, as amended), Build America, Buy America (Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.

(iv) the version of any applicable FAR clause listed in this Article 29 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:

(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.

(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).

(iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:

(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.

(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB. Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.

(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.

(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

30. Data Protection.

(a) The parties agree that the protection of personal data is very important. If Purchaser discloses personal data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any personal data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of personal data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, policies, addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate, and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in

advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for Site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at Site complete, without physical damage, and in good operating condition. Completion of Site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the Site, the Site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) **Equipment and Services Warranty.** ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and spare parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered, (ii) has been subjected to misuse, negligence or accident, (iii) has been used in a manner contrary to ABB's instructions, (iv) is comprised of materials provided by or a design specified by Purchaser, or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software, or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or re-place it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing, or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect,

liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/or Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, New York County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder, and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding, whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule

the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-599; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.

(b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed in the ITAR §125.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

20. Trade Controls.

(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the purchase order (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentally, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause

the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the purchase order neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the Individual Order, including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the purchase order until such time as ABB may lawfully discharge such obligation or unilaterally terminate the purchase order in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the purchase order.

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services, Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the purchase order, the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render ABB liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 21(a) above may be considered by ABB to be a material breach hereunder and shall entitle ABB to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB hereunder or applicable law. Purchaser shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this Agreement.

(d) Purchaser understands that ABB's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) ABB has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

25. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting

Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is or is likely to be impaired by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

26. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Equipment and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Equipment and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 26 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 26 shall expire five (5) years after the date of disclosure. This Article 26 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

28. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, policies, addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, policies, and/or addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, policies, addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

29. U.S. Government Contracts.

This Article 29 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. government instrumentality or political subdivision (collectively "U.S. government entity"). Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that:

(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Renew File No. 250021-C-AS, Well Maintenance, Evaluation, and Testing Services (**Tom Kiger Public Services Director, LaTishia Smith Assistant Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Renew File No. 250021-C-AS, Well Maintenance, Evaluation, and Testing Services, utilizing City of Clearwater Contract No. 901840, ITB 15-23 with Applied Drilling Engineering, Inc., for the period of May 19, 2025, through May 18, 2026, in an estimated amount not to exceed \$200,000, for the Public Services Department – Reverse Osmosis Water Facility (ROWF).

Background

On November 5, 2024, the BOC approved the subject Contract (250021-C-AS). On May 13, 2025, the City of Clearwater executed a one (1) year renewal, effective May 19, 2025 through May 18, 2026. The City's existing well water system requires maintenance to reliably operate on a continual basis. The purpose of this contract is to provide the City with a variety of specialized water well maintenance activities while maintaining compliance with Florida Department of Environmental Protection (FDEP) requirements. Services under this contract include but are not limited to as needed well evaluations and annual FDEP required Mechanical Integrity Testing. This contract has one (1) remaining annual renewal options available.

Funding

FY25 Budget; Account No. 402-4305-536.3100/.4600/.6300 - ROWF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: June 2, 2025

To: Janina Lewis, Procurement Director

Through: Thomas Kiger, Public Services Director

TK

From: Latisha Smith, Public Services Assistant Director
Raymond Page, Utilities Superintendent
Darryl Vaci, Water Division Manager

Subject: Authorize Utilization of City of Clearwater Contract #901840 ITB 15-23 with Applied Drilling Engineering, Inc., for Well Maintenance Services in an amount not to exceed \$200,000 for the RO Water Treatment Facility.

Recommendation

Authorize utilization of City of Clearwater's Contract # 901840 ITB 15-23 with Applied Drilling Engineering, Inc. to provide well maintenance services, in an estimated amount not to exceed \$200,000 for the RO Water Treatment Facility.

Background

The City's existing water well system requires maintenance to operate on a continual basis to maintain reliability. The City of Clearwater conducted a competitive bidding process for well maintenance services, and awarded a one-year contract to Applied Drilling Engineering in May 2023, with four (4) annual renewal options. Use of this contract will provide the City access to a variety of specialized water well maintenance activities while maintaining compliance with FDEP requirements. In addition, this contract will be utilized for as-needed well evaluations and annual FDEP required Mechanical Integrity Testing (MIT).

Funding

Funds have been budgeted in account 402-4305-536-3100/4600/6300 fiscal budget.



City of Clearwater

Public Utilities Department, Post Office Box 4748, Clearwater, Florida 33758-4748
1650 North Arcturas Avenue, Building C, Clearwater, Florida 33765-1945
Telephone (727) 562-4960, Fax (727) 562-4961

Applied Drilling Engineering, Inc.
10012 N Dale Mabry Hwy Suite 217
Tampa, FL 33618

Subject: Renewal 3rd Year Contract #901840 ITB 15-23
Well Maintenance, Evaluation, MIT Services 05/19/25 – 05/18/26

The above-mentioned annual contract will expire on 05/18/2025, unless renewed for an additional one (1) year term. The City of Clearwater is requesting that you choose one of the following options and return this letter by email to the Public Utilities Department at PUAcounting@MyClearwater.com.

NOTE: As a condition of this renewal, the vendor agrees to provide the City of Clearwater with an updated insurance certificate upon expiration of the original certificate related to this contract. (Current COI on file expires on 01/01/2026)

☒ **YES:** We offer to renew this contract under the original terms, conditions and specifications for an additional one (1) year period.

☐ **YES:** We offer to renew this contract and are requesting a price review and adjustment related to the price index noted in the contracts original terms and conditions. Documentation supporting this request is attached.

☐ **NO:** We do not wish to renew this contract for the following reasons:

Vendor: Applied Drilling Engineering, Inc.

Signature

Paul Petrey - President

Title

May 13, 2025

Date

City of Clearwater:


Digitally signed by Richard Gardner
DN: cn=Richard Gardner, o=City of Clearwater,
ou=Public Utilities,
email=richard.gardner@myclearwater.com, c=US
Date: 2025.05.13 12:33:35 -0400

Signature Richard G. Gardner

Director, Clearwater Public Utilities

Title

May 13, 2025

Date

Ryan Cotton, Councilmember
Mike Mannino, Councilmember

Bruce Rector, Mayor



David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"

INVITATION TO BID 15-23: WELL MAINTENANCE, EVALUATION AND MECHANICAL INTEGRITY TESTING SERVICES
EXHIBIT A - BID PRICING

Item #	Description	Qty	Unit	Unit Cost	Total Amount	Unit Cost	Total Amount
Well Maintenance Services							
Pump Repair/Replacement Services							
				YEAR ONE			
1	Mobilization/Demobilization	15	EACH	\$ 2,500.00	\$ 37,500.00	\$ 2,500.00	\$ 37,500.00
2	Remove & Reinstall Well Head & Pumping Equipment	15	EACH	\$ 5,000.00	\$ 75,000.00	\$ 5,000.00	\$ 75,000.00
3	Perform Pump Repair	150	HOURL	\$ 250.00	\$ 37,500.00	\$ 250.00	\$ 37,500.00
4	Well Disinfection	15	EACH	\$ 2,700.00	\$ 40,500.00	\$ 2,700.00	\$ 40,500.00
				Subtotal For Items 1-4:			
					\$ 190,500.00		\$ 190,500.00
Well Acidization Services							
				YEAR TWO			
5	Mobilization/Demobilization	15	EACH	\$ 2,500.00	\$ 37,500.00	\$ 2,500.00	\$ 37,500.00
6	Perform Pre-acidizing Specific Capacity Test	15	EACH	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00
7	Remove and Re-install Production Pump	15	EACH	\$ 5,000.00	\$ 75,000.00	\$ 5,000.00	\$ 75,000.00
8	Provide & Install Acidization Well Head Flange Plate	15	EACH	\$ 3,500.00	\$ 52,500.00	\$ 3,500.00	\$ 52,500.00
9	Provide 32 Percent Inhibited Hydrochloric Acid	4000	GALS	\$ 7.38	\$ 29,520.00	\$ 7.38	\$ 29,520.00
10	Acidize Well	150	HOURL	\$ 250.00	\$ 37,500.00	\$ 250.00	\$ 37,500.00
11	Provide and Set Test Pump and Pump Well	15	EACH	\$ 3,500.00	\$ 52,500.00	\$ 3,500.00	\$ 52,500.00
12	Well Disinfection	15	EACH	\$ 2,700.00	\$ 40,500.00	\$ 2,700.00	\$ 40,500.00
				Subtotal For Items 5-12:			
					\$ 340,020.00		\$ 340,020.00
Well Evaluation Services							
13	Mobilization/Demobilization	15	EACH	\$ 2,500.00	\$ 37,500.00	\$ 2,500.00	\$ 37,500.00
14a	Perform Specific Capacity Test with Production Pump	15	EACH	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00
14b	Set Test Pump & Perform Specific Capacity Test	15	EACH	\$ 6,500.00	\$ 97,500.00	\$ 6,500.00	\$ 97,500.00
15	Provide & Install Test Pump for Geophysical Logging	15	EACH	\$ 3,500.00	\$ 52,500.00	\$ 3,500.00	\$ 52,500.00
16	Perform Geophysical Logging	15	EACH	\$ 7,750.00	\$ 116,250.00	\$ 7,750.00	\$ 116,250.00
17	Perform Video Survey	15	EACH	\$ 3,200.00	\$ 48,000.00	\$ 3,200.00	\$ 48,000.00
				Subtotal For Items 13-17:			
					\$ 366,750.00		\$ 366,750.00
Mechanical Integrity Testing							
18	Perform Mechanical Integrity Testing	1	LUMP SUM	\$ 44,167.00	\$ 44,167.00	\$ 44,167.00	\$ 44,167.00
				GRAND TOTAL (Items 1-18):			
					\$ 941,437.00		\$ 941,437.00
Additional / Miscellaneous Services							
19	Hourly Rate for Miscellaneous Services	1	HOURL	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00

Item No.	Description	Est. Quantity (UOM)	UOM	A.C. Schulten of Florida, Inc. of Gibsonton, FL		Applied Drilling Engineering, Inc. of Tampa, FL		Layne Christensen Company of Fort Myers, FL		Southeast Drilling Services, Inc. of Tampa, FL	
				Unit Price (UOM)	Total Price	Unit Price (UOM)	Total Price	Unit Price (UOM)	Total Price	Unit Price (UOM)	Total Price
1	Pump Repair/Replacement: Mobilization/Demobilization	15	EACH	\$2,000.00	\$ 30,000.00	\$2,500.00	\$ 37,500.00	\$7,831.80	\$ 117,477.00	\$1,500.00	\$ 22,500.00
2	Pump Repair/Replacement: Remove & Reinstall Well Head and Pumping Equipment	15	EACH	\$4,500.00	\$ 67,500.00	\$5,000.00	\$ 75,000.00	\$8,950.59	\$ 134,258.85	\$5,600.00	\$ 84,000.00
3	Pump Repair/Replacement: Perform Pump Repair	150	HOURL	\$200.00	\$ 30,000.00	\$250.00	\$ 37,500.00	\$237.00	\$ 35,550.00	\$200.00	\$ 30,000.00
4	Pump Repair/Replacement: Well Disinfection	15	EACH	\$1,400.00	\$ 21,000.00	\$2,700.00	\$ 40,500.00	\$4,275.84	\$ 64,137.60	\$2,000.00	\$ 30,000.00
				Subtotal for Pump Svcs: \$		Subtotal for Pump Svcs: \$		Subtotal for Pump Svcs: \$		Subtotal for Pump Svcs: \$	
5	Well Acidization: Mobilization/Demobilization	15	EACH	\$20,000.00	\$ 300,000.00	\$2,500.00	\$ 37,500.00	\$7,831.80	\$ 117,477.00	\$9,500.00	\$ 142,500.00
6	Well Acidization: Perform Pre-acidizing Specific Gravity Test	15	EACH	\$750.00	\$ 11,250.00	\$1,000.00	\$ 15,000.00	\$4,475.33	\$ 67,129.95	\$2,500.00	\$ 37,500.00
7	Well Acidization: Remove & Re-install Production Pump	15	EACH	\$4,500.00	\$ 67,500.00	\$5,000.00	\$ 75,000.00	\$8,950.59	\$ 134,258.85	\$5,600.00	\$ 84,000.00
8	Well Acidization: Provide & Install Acidization Well Head Flange Plate	15	EACH	\$18,000.00	\$ 270,000.00	\$3,500.00	\$ 52,500.00	\$13,425.93	\$ 201,388.95	\$6,000.00	\$ 90,000.00
9	Well Acidization: Provide 32 Percent Inhibited Hydrochloric Acid	4,000	GALS	\$8.50	\$ 34,000.00	\$7.38	\$ 29,520.00	\$8.27	\$ 33,080.00	\$10.00	\$ 40,000.00
10	Well Acidization: Acidize Well	150	HOURL	\$200.00	\$ 30,000.00	\$250.00	\$ 37,500.00	\$59.67	\$ 8,950.50	\$400.00	\$ 60,000.00
11	Well Acidization: Provide and Set Test Pump and Pump Well	15	EACH	\$5,000.00	\$ 75,000.00	\$3,500.00	\$ 52,500.00	\$8,950.59	\$ 134,258.85	\$5,750.00	\$ 86,250.00
12	Well Acidization/Well Disinfection	15	EACH	\$1,400.00	\$ 21,000.00	\$2,700.00	\$ 40,500.00	\$4,275.33	\$ 64,129.95	\$2,000.00	\$ 30,000.00
				Subtotal for Well Acid Svcs: \$		Subtotal for Well Acid Svcs: \$		Subtotal for Well Acid Svcs: \$		Subtotal for Well Acid Svcs: \$	
13	Well Evaluation: Mobilization/Demobilization	15	EACH	\$3,000.00	\$ 45,000.00	\$2,500.00	\$ 37,500.00	\$7,831.80	\$ 117,477.00	\$1,000.00	\$ 15,000.00
14a	Well Evaluation: Perform Specific Capacity Test with Production Pump	15	EACH	\$750.00	\$ 11,250.00	\$1,000.00	\$ 15,000.00	\$8,950.59	\$ 134,258.85	\$2,500.00	\$ 37,500.00
14b	Well Evaluation: Set Test Pump & Perform Specific Capacity Test	15	EACH	\$3,000.00	\$ 45,000.00	\$5,500.00	\$ 82,500.00	\$4,475.33	\$ 67,129.95	\$3,500.00	\$ 52,500.00
15	Well Evaluation: Provide & Install Test Pump for Geophysical Logging	15	EACH	\$3,000.00	\$ 45,000.00	\$3,500.00	\$ 52,500.00	\$4,810.37	\$ 72,155.55	\$3,500.00	\$ 52,500.00
16	Well Evaluation: Perform Geophysical Logging	15	EACH	\$10,000.00	\$ 150,000.00	\$7,750.00	\$ 116,250.00	\$11,921.27	\$ 178,819.05	\$5,000.00	\$ 75,000.00
17	Well Evaluation: Perform Video Survey	15	EACH	\$2,500.00	\$ 37,500.00	\$3,200.00	\$ 48,000.00	\$7,932.01	\$ 118,980.15	\$2,500.00	\$ 37,500.00
				Subtotal for Well Eval Svcs: \$		Subtotal for Well Eval Svcs: \$		Subtotal for Well Eval Svcs: \$		Subtotal for Well Eval Svcs: \$	
18	MIT: Perform Mechanical Integrity Testing	1	LUMP SUM	\$83,595.00	\$ 83,595.00	\$44,167.00	\$ 44,167.00	\$75,000.00	\$ 75,000.00	\$75,000.00	\$ 75,000.00
				Total Bid Items 1-18: \$		Total Bid Items 1-18: \$		Total Bid Items 1-18: \$		Total Bid Items 1-18: \$	
19	Hourly Rate for Miscellaneous Services	1	HOURL	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 745.90	\$ 745.90	\$ 300.00	\$ 300.00
20	Mark Up on Supplies for Miscellaneous Services	1	%		20%		15%		42.8%		35.0%



Purchase Order

Page 1 of 2

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PUBLIC UTILITIES - ADMIN
1650 N ARCTURAS AVE
BLDG C
CLEARWATER, FL 33765
Phone: 727-562-4960

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24000516**

Purchase Order is subject to standard
Terms and Conditions posted at
www.myclearwater.com/purchaseorder-TandC

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APPLIED DRILLING ENGINEERING INC
10012 N DALE MABRY HWY
STE. 217
TAMPA, FL 33618

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RO PLANT 1
1657 PALMETTO ST
CLEARWATER, FL 33755

Vendor No.		Vendor Email		Delivery Contact			
200854							
Date Ordered	Date Required	Contract Number		Payment Terms	Department/Location		
02/20/2024		901840		0	PUB UTIL		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	>FOB DESTINATION unless otherwise indicated >DISCOUNT (if shown) reflects payment terms						
1	1. ACIDIFY A WELL WITH NO WELL EVALUATION: (WELL 73) WELL ACIDIZATION: MOBILIZATION/DEMOBILIZATION			1.0	EA	\$2,500.00	\$2,500.00
2	WELL ACIDIZATION: PERFORM PRE-ACIDIZING SPECIFIC CAPACITY TEST			1.0	EA	\$1,000.00	\$1,000.00
3	WELL ACIDIZATION: REMOVE & RE-INSTALL PRODUCTION PUMP			1.0	EA	\$5,000.00	\$5,000.00
4	WELL ACIDIZATION: PROVIDE & INSTALL ACIDIZATION WELL HEAD FLANGE PLATE			1.0	EA	\$3,500.00	\$3,500.00
5	WELL ACIDIZATION: PROVIDE 32 PERCENT INHIBITED HYDROCHLORIC ACID (266 GALLONS)			1.0	EA	\$2,300.00	\$2,300.00
6	WELL ACIDIZATION: ACIDIZE WELL (\$250 PER HOUR X 4 HOURS)			1.0	EA	\$1,000.00	\$1,000.00
7	WELL ACIDIZATION: PROVIDE AND SET TEST PUMP AND PUMP WELL			1.0	EA	\$3,500.00	\$3,500.00
8	POST - WELL EVALUATION: PERFORM SPECIFIC CAPACITY TEST			1.0	EA	\$1,000.00	\$1,000.00
9	WELL ACIDIZATION: WELL DISINFECTION \$2,700 HOURLY RATE FOR MISCELLANEOUS SERVICES \$250			1.0	EA	\$2,950.00	\$2,950.00
10	2. ACIDIFY A WELL AND EVALUATE: (FIVE WELLS 23, 48, 66, R1-4, 80) WELL ACIDIZATION: MOBILIZATION/DEMOBILIZATION			5.0	EA	\$2,500.00	\$12,500.00
11	WELL ACIDIZATION: PERFORM PRE-ACIDIZING SPECIFIC CAPACITY TEST			5.0	EA	\$1,000.00	\$5,000.00

CONTINUED ON
NEXT PAGE



Purchase Order

Page 2 of 2

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PUBLIC UTILITIES - ADMIN
1650 N ARCTURAS AVE
BLDG C
CLEARWATER, FL 33765
Phone: 727-562-4960

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24000516**

Purchase Order is subject to standard Terms and Conditions posted at www.myclearwater.com/purchaseorder-TandC

V
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APPLIED DRILLING ENGINEERING INC
10012 N DALE MABRY HWY
STE. 217
TAMPA, FL 33618

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RO PLANT 1
1857 PALMETTO ST
CLEARWATER, FL 33755

Vendor No.	Vendor Email	Delivery Contact			
200854					
Date Ordered	Date Required	Contract Number	Payment Terms	Department/Location	
02/20/2024		901840	0	PUB UTIL	
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
12	WELL ACIDIZATION: REMOVE & RE-INSTALL PRODUCTION PUMP	5.0	EA	\$5,000.00	\$25,000.00
13	WELL ACIDIZATION: PROVIDE & INSTALL ACIDIZATION WELL HEAD FLANGE PLATE	5.0	EA	\$3,500.00	\$17,500.00
14	WELL ACIDIZATION: PROVIDE 32 PERCENT INHIBITED HYDROCHLORIC ACID (266 GALLONS)	5.0	EA	\$2,300.00	\$11,500.00
15	WELL ACIDIZATION: ACIDIZE WELL (\$250 PER HOUR X 4 HOURS)	5.0	EA	\$1,000.00	\$5,000.00
16	WELL EVALUATION: PROVIDE & INSTALL TEST PUMP FOR GEOPHYSICAL LOGGING	5.0	EA	\$3,500.00	\$17,500.00
17	WELL EVALUATION: PERFORM GEOPHYSICAL LOGGING	5.0	EA	\$7,750.00	\$38,750.00
18	WELL EVALUATION: PERFORM VIDEO SURVEY	5.0	EA	\$3,200.00	\$16,000.00
19	POST - WELL EVALUATION: PERFORM SPECIFIC CAPACITY TEST WITH PRODUCTION PUMP	5.0	EA	\$1,000.00	\$5,000.00
20	WELL ACIDIZATION: WELL DISENFECTION	5.0	EA	\$2,700.00	\$13,500.00
21	HOURLY RATE FOR MISCELLANEOUS SERVICES	5.0	EA	\$250.00	\$1,250.00
PER QUOTE DATED 1/2/2024					
PLEASE EMAIL INVOICES TO: PUACCOUNTING@MYCLEARWATER.COM					

By: LOU LARO, CPPB
Procurement Manager

Total Ext. Price	\$191,250.00
PO TOTAL	\$191,250.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2025

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

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

PRODUCER M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding; dba Underwood Anderson Insurance 300 West Platt Street Tampa, FL 33606	CONTACT NAME: Natalie Roveta PHONE (A/C, No, Ext): 813-984-3615 E-MAIL ADDRESS: nroveta@mewilson.com FAX (A/C, No): 813-434-2492																					
INSURED Applied Drilling Engineering, Inc PO Box 271801 Tampa, FL 33688-1801	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B:</td><td>Valley Forge Insurance Co.</td><td>20508</td></tr><tr><td>INSURER C:</td><td>Navigators Specialty Ins. Co.</td><td>36056</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Insurance Company	35289	INSURER B:	Valley Forge Insurance Co.	20508	INSURER C:	Navigators Specialty Ins. Co.	36056	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	Navigators Specialty Ins. Co.	36056																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 208888**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 ☒ Property Damage ☒ Deductible \$2000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	7095083962	01-01-2025	01-01-2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPIOP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPIOP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 15,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMPIOP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	☒	☒	7095083945	01-01-2025	01-01-2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP-Basic</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP-Basic	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
PIP-Basic	\$ 10,000																				
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 OCCUR CLAIMS-MADE	☒	☒	7095083959	01-01-2025	01-01-2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A ☒	7095201170	01-01-2025	01-01-2026	<table><tr><td>☒ PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
☒ 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																				
C	Pollution Liability			SF24ECPU01082NC	01-01-2024	01-01-2026	<table><tr><td>Operations Pollution Liab</td><td>1,000,000</td></tr><tr><td>Site Pollution Liability</td><td>1,000,000</td></tr><tr><td>Environmental Crisis Mar</td><td>50,000</td></tr></table>	Operations Pollution Liab	1,000,000	Site Pollution Liability	1,000,000	Environmental Crisis Mar	50,000								
Operations Pollution Liab	1,000,000																				
Site Pollution Liability	1,000,000																				
Environmental Crisis Mar	50,000																				

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

City of Clearwater is included as an additional insured as respects general liability on a primary and non-contributory basis. Additional insured endorsement applies to auto liability when required by contract.
30 Day Notice of Cancellation; 10 Day Notice for Non-Payment

CERTIFICATE HOLDER**CANCELLATION**

City of Clearwater Public Utilities 1650 North Arcturas Avenue Bldg C Clearwater, FL 33765	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250192-C-PH, Purchase of Two (2) Vactor Trucks (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operations Coordinator, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250192-C-PH, Purchase of Two (2) Vactor Trucks, utilizing Sourcewell Contract No. 101221, Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, with Vac-Con, Inc. in an estimated amount of \$1,085,536.00 for the Public Works and Public Services Departments – Streets and Stormwater Division and Utilities Division.

Background

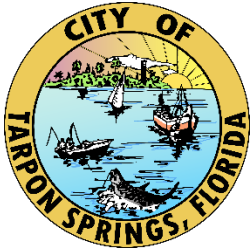
The purpose of this contract is to purchase two (2) Vactor sewer cleaners to replace two aging vacuum trucks (see attached memo). Sourcewell competitively bid this equipment and on December 21, 2021 the contract was awarded to Vac-Con, Inc. On February 10, 2025, the contract was extended through November 29, 2026. Contractors awarded under this bid may permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms and conditions.

Funding

Stormwater 406-4802-538.64-00
Sewer Collections 402-4602-536.64-00

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

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

To: Janina Lewis, Procurement Director
Through: Bob Robertson, P.E. Public Works Director
From: Derrick Harris, Fleet Operations Coordinator
Date: May 22, 2025
Re: Vactor 2100i Purchase

Recommendation:

Purchase two (2) Vactor 2100i from Environmental Products Group utilizing Sourcewell Contract #101221-VTR, total combined cost of \$1,085,536.00.

Background:

The Stormwater Division (Public Works Department) and Sewer Collections Division (Public Services Department) will each be acquiring a Vactor 2100i Combination Sewer Cleaner mounted on a 2026 Peterbilt 548 chassis, at a unit cost of \$542,768.00. The total expenditure for both units will amount to \$1,085,536.00. These new vehicles will replace the following:

1. Vehicle 5322, a 2006 International Vac-Con. This vehicle has reached its end-of-life due to age, wear and needing extensive repairs. The vehicle has also been out of service six out of the eight months so far in FY25.
2. Vehicle 6301, a 2013 International Aqua-Tech. This vehicle has reached its end-of-life due to age and wear. This vehicle has been out of service five out of the eight months so far in FY25.

Upon delivery of the new Vactor vehicles, units 5322 and 6301 will be decommissioned and sent to auction. The proceeds from their sale will be applied toward offsetting a portion of the acquisition cost for the new equipment.

Funding:

Funding will come from:

Stormwater 406-4802-538.64-00

Sewer Collections 402-4602-536.64-00



Public Works Department

Streets & Stormwater Division

To: Jake Schaff & Derrick Harris, Fleet Division

Through: Bob Robertson, Interim Public Works Director

From:  Anthony "Tony" Mannello, Streets & Stormwater Supervisor

Date: 5-2-2025

Subject: Aquatech Vacuum Truck Replacement (6301) BOC 6/10/25

The primary purpose of our two Aquatec Vacuum Trucks in Public Works is to keep the City's stormwater infrastructure clean and free of blockages, sediments and pollutants. Doing so helps to reduce flooding and keep waterbodies free from the pollutants. Annually we clean over 1,000 catch basins citywide and jet clean an average of 19 miles of conveyance pipes. An additional function of these vehicles is to vacuum excavate areas in which subsurface power lines and other utilities are located, to avoid damaging them by mechanical digging.

The Stormwater section of the Streets & Stormwater Division is requesting the purchase of a new vehicle/equipment to be added to our fleet. The vehicle we are requesting is a 2026 Vactor 2100I to replace Asset# 6301, 2013 Aquatech 7400.

The funding source will be Stormwater, Account #406-4802-538.6400 as confirmed by the City Finance Director.



Public Services Department

Memorandum

Date: March 14, 2025
To: Brandon Crum, Fleet Department
Through: Thomas Kiger, Public Services Director
From: Raymond Page, Utilities Superintendent
Subject: Request to Authorize Budget Funding for the purchase of a Vactor 2100i PD Sewer Cleaner Vehicle.



Recommendation

Authorize the purchase of a Vactor 2100i PD sewer cleaner, a full size combination single engine sewer cleaner with positive displacement vacuum system mounted on a heavy-duty truck chassis, at an estimated cost of \$542,768.00.

Background

This vehicle will replace the City's similar vehicle, which has exceeded its useful life and has had extensive down time due to repairs. This vehicle is instrumental in the cleaning, repair and maintenance of the City's sanitary sewer collection system. This unit is utilized for emergency repairs for vacuum excavation where utility locates can delay repairs, this can facilitate the quickest response to utility emergencies possible. Additionally, in 2025 the Florida Department of Environmental Protection will begin monitoring and enforcing annual sewer system preventative maintenance goals, and this vehicle will be an important component of meeting these regulatory requirements.

This vehicle is scheduled for replacement in the current water and sewer vehicle replacement plan, which is included in existing water and sewer revenue plans.

Funding

Funding for this equipment is budgeted in 402-4602-536.64 in the FY 26 Fiscal Budget.



Environmental Products Group

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For City of Tarpon Springs



BASIC

MODEL

Vacuum System	Roots 824-16 Blower	Debris Body Capacity (cu.yd.)	15.0
Model Type	Combo	Water Capacity	1500
Water Flow	80.0	Water Pressure	2500
Chassis Source	Vactor	Water Tank Material	Aluminum
Controls		Blower High Temp Shutdown	true
Base Model: \$319,959.00			

CHASSIS

PSPT370A-2026-CH	Vactor Supplied Chassis - Tandem Axle -2026 Peterbilt 548 SBA 6x4 -370 HP - Auto - 66000 GVWR - EPA24	\$131,600.00
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STANDARD FEATURES

010iSTD	Operator Station Curbside Toolbox	\$0.00
011iSTD	Aluminum Fenders	\$0.00
012iSTD	Mud Flaps	\$0.00
016iSTD	Color Coded Sealed Electrical System	\$0.00
019iASTD	Intuitouch Electronic Package	\$0.00
020iSTD	Double Acting Hoist Cylinder	\$0.00
025iASTD	Handgun Assembly	\$0.00
026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
030iSTD	Flexible Hose Guide	\$0.00
032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
045iSTD	Suction Tube Storage	\$0.00
046iSTD	1" Nozzle Pipe	\$0.00
048iSTD	10' Leader Hose	\$0.00
1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1005iSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1011iSTD	Microstrainer Prior to Blower	\$0.00
1023iSTD	Lube Manifold, with Lube Chart	\$0.00
1024iSTD	Debris Body Vacuum Relief System	\$0.00
1031iSTD	Debris Deflector Plate	\$0.00
1033iSTD	60" Dump Height	\$0.00



1041iSTD	Debris Body-Up Message and Alarm	\$0.00
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$0.00
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00
2022iSTD	Additional Water Tank Sight Gauge	\$0.00
2023iSTD	Liquid Float Level Indicator	\$0.00
3019iSTD	Digital Water Pressure Gauge	\$0.00
4006iSTD	Front Joystick Boom Control	\$0.00
4010iSTD	Boom Hose Storage	\$0.00
4017iSTD	Boom Out of Position Message and Alarm	\$0.00
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
5011iSTD	3"Y -Strainer @ Water Pump	\$0.00
5015iSTD	Midship Handgun Coupling	\$0.00
5019iSTD	Chassis Engine Cooling Package	\$0.00
5022iSTD	Side Mounted Water Pump	\$0.00
6005iDSTD	Digital Hose Footage Counter	\$0.00
6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
6009iSTD	Hose Reel Chain Cover	\$0.00
6017iSTD	Hydraulic Tank Shutoff Valves	\$0.00
6019iSTD	Rodder Pump Drain Valves	\$0.00
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity	\$0.00
7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
7003iSTD	Water Pump Hour Meter	\$0.00
7004iSTD	PTO Hour Meter	\$0.00
7005iSTD	Hydraulic Oil Temp Alarm	\$0.00
7007iSTD	Tachometer & Hourmeter/Blower	\$0.00
8000iSTD	Circuit Breakers	\$0.00
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn	\$0.00
9002iSTD	Tow Hooks- Front and Rear	\$0.00
9003iSTD	Electronic Back-Up Alarm	\$0.00



VACTOR

9021iSTD	Camera System- Rear Only	\$0.00
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet	\$0.00
S390BSTD	7" Vacuum Pipe Package	\$0.00
S560STD	Emergency Flare Kit	\$0.00
S590STD	Fire Extinguisher 5 Lbs.	\$0.00

BOOM

4008i	Grate Lifting Hook- Installed on Boom	\$404.00
4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display	\$4,084.00
4013i	Rotatable Boom Inlet Hose	\$744.00
4016i	180 deg. 10' x 15' Rapid Deployment Boom	\$28,321.00
5029iA	RDB Washout Coupling	\$140.00

DEBRIS BODY

1015iBKSTD	Fixed Rear Door Pipe Rack -7" Pipe	\$0.00
1016iASTD	"Subframe Mounted -2 Pipe Rack -7"	\$0.00
1003i	Debris Body Flushout	\$1,984.00
1003iB	Rear Door Valve Flushout	\$545.00
1014iB	304SS Centrifugal Separators- Dustboxes- Plenum and Crossover Tubes	\$12,881.00
1015iAB	Folding Pipe Rack - Streetside -7" Pipe	\$1,377.00
1015iG	Folding Pipe Rack - Curbside -7" Pipe	\$1,377.00
1022i	Rear Door Splash Shield	\$2,020.00
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,185.00
4020i	Anti Splash Valve- Body Inlet	\$494.00
5029i	Cyclone Washout System	\$637.00



VACUUM OPTIONS

3017i	Blower High Temp Safety Shutdown	\$684.00
6019iA	Final Filter and Silencer Ball Valve Drains	\$579.00

REAR DOOR

1007i	6" Rear Door Butterfly Valve - 3:00 position	\$1,057.00
1008iA	6" Rear Door Knife Valve w/Camloc w/Port - 6:00 position	\$1,892.00

HOSE REEL

6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,191.00
6004iD	Rodder Hose Pinch Roller	\$1,827.00
6014i	High Pressure Hose Reel	\$1,917.00
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing	\$6,184.00

WATER TANKS

2018i	Additional Water- 1500 Gal Total	\$5,273.00
3020i	Digital Water Level Indicator	\$883.00
5015i	Handgun Couplers- Front and Rear	\$794.00

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package	\$0.00
9023iA	Safety Cone Storage Rack - Post Style	\$212.00
CM-PSPT370A-2026-01	Chassis Modifications - 2026 Peterbilt PSPT370A	\$400.00

LIGHTING

8001iL	Rear Directional Control- LED Split Arrowboard	\$2,822.00
8004iE	Front Mounted- LED Beacon Light	\$1,291.00



VACTOR

8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED	\$4,226.00
8028iA	Worklights (2), Self-Leveling Boom LED	\$1,036.00
8029iA	Worklight- LED- Operators Station	\$770.00
8029iB	Worklight- LED- Hose Reel Manhole	\$770.00
8029iC	Worklight- LED- Passenger Side	\$765.00

PAINT

Cab Paint Color	White	\$0.00
Module Paint Color	White	\$0.00
i124STD	Vactor 2100i Body Decal- Standard	\$0.00
V-LOGO-APPL.	Vactor Logos - Applied	\$0.00

TOOLBOX

6031i	Front Hose Reel Tool Storage	\$387.00
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers	\$2,561.00
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting	\$4,407.00
9072iBL	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d - with Lighting	\$2,390.00

WATER ACCESSORIES

5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	\$3,415.00
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WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
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Configured Price	\$555,485.00
Freight	\$3,500.00
Sourcewell Discount	(\$12,717.00)
Factory Total	\$542,768.00

Please remember Price indicated does not include unapproved Special Requests
Price valid for 30 Days from date of 05-20-2025. Sourcewell Contract #101221-VTR

Product Model: 2100i
Proposal Date: 02-28-2025

Customer Initials: _____



**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

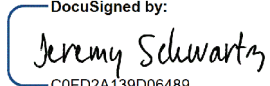
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

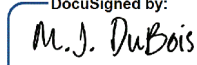
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Vac-Con, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:51 PM CST

DocuSigned by:

By: C65CBA257A53411...
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
Date: 11/24/2021 | 5:31 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:46 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	DuCo, LLC
Address:	1079 Tamiami Trl N #350 Nokomis, Florida 34275
Contact:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Phone:	410-924-1004
Fax:	410-924-1004
HST#:	81-1963530

Submission Details

Created On:	Thursday August 26, 2021 08:52:11
Submitted On:	Friday October 01, 2021 11:10:04
Submitted By:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Transaction #:	0b410897-713e-434f-9209-2bd4698d22a6
Submitter's IP Address:	24.145.112.96

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vac-Con, Inc. EIN: 36-3846929	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vector Technologies LTD	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Proposer Physical Address:	969 Hall Park Road Green Cove Springs, FL 32043	*
5	Proposer website address (or addresses):	www.vac-con.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator - See attached Authorization Letter DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducolc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducolc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryce Reiger, National Sales Manager Vac-Con, Inc. 969 Hall Park Road Green Cove Springs, FL 32043 904-610-6492 brycer@vac-con.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1986, Vac-Con®, Inc. has manufactured more than 9,000 custom-built, truck-mounted machines to serve public and private environmental markets globally. Located in Green Cove Springs, Florida, it is one of the largest producers of specialized vacuum solutions including sewer cleaning, hydro-excavation, and industrial vacuum equipment in North America. Vac-Con's goal, from day one, has been to design and actualize the most powerful and reliable machines in the industry, in turn allowing them to push the envelope year after year with unrivaled innovation. Vac-Con sells multiple product lines, including combination machines, jetting units, and hydro-excavators for a vast array of diverse applications. In 2012, Vac-Con, Inc. acquired Vector Technologies, LTD. Vector Technologies Ltd, located in Milwaukee Wisconsin, is a leading world designer and manufacturer of powerful trailer mounted hydro vacuum excavators, combination vacuum & sewer jetters, and sewer jetting units. For over forty years, Vector designs have set world standards for reliability and performance in a variety of industrial and specialized markets. Vector has provided solutions to organizations of all sizes for an endless number of diverse applications. The purchase of Vector allowed Vac-Con to offer a complete line of innovative, world leading designed sewer, hydro-excavation and vacuum products both truck and trailer mounted. Vac-Con believes in empowering the customer; their mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide. In keeping with their customer-centric philosophy, Vac-Con®, Inc. delivers more than just a product; they provide unparalleled product support with their customer service, online training modules, and extensive network of authorized dealers. Vac-Con®, Inc. employs over 300 people at their Florida location, and 45 employees at their Milwaukee WI location and is 100% employee-owned, enabling a more focused work environment, on-site feedback, and around the clock innovation and testing. Vac-Con's Florida location is situated on 17 acres, it boasts a 160,000 square-foot, newly expanded facility where they manufacture over 30,000 unique parts that they use on our machines. This state-of-the-art facility is a result of Vac-Con® eagerness for continuous improvement and an employee-owner culture centered on advancement through involvement. Mission Statement "Our mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide." Vision Statement "Our vision is to be the premier manufacturer of combination sewer cleaning, hydro-excavation, industrial vacuum, and high-pressure water jetting equipment. We are committed to providing innovative, high-quality products with unrivaled reliability, customer service, and support to dealers and end-users. Sustainable growth and employee-ownership value will be achieved by championing career-building talent and customer-centric initiatives. We will continue to make a positive impact in our local communities and on the environment."	*
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Vac-Con hopes to continue to build on our past success with the contract and provide exceptional sewer cleaning and hydro-excavation equipment solutions to all prospective members. Vac-Con has developed a strong following with existing Sourcewell Members and Vac-Con expects to build on that momentum adding to your membership with the increased advancement and promotion of additional electronic marketing utilizing our premier partnership with Sourcewell. A newly awarded contract will allow Vac-Con to continue to provide Members with great products at a discounted price to Vac-Con's many existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See the provided attachments, Bank of the West reference letter, D & B credit rating report and Letter of Good Standing.	*
12	What is your US market share for the solutions that you are proposing?	Vac-Con operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Vac-Con's market share is 29% as we are considered the most innovative, most efficient and have a diverse and comprehensive line of products within our market.	*
13	What is your Canadian market share for the solutions that you are proposing?	Vac-Con's Canadian Market Share is 8%. Vac-Con has signed a new dealer in Canada - Westvac Industrial. Westvac is a leading heavy equipment dealer in western Canada. We are looking forward to the 20+ years experience Westvac has to help grow our market share in British Columbia, Alberta, Saskatchewan, Manitoba and Northwest Territories. Vac-Con has an established dealer located in Quebec who has been active in that market for over 30 years with the Vac-Con product line.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Vac-Con nor Vector has ever petitioned for bankruptcy protection.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vac-Con is a manufacturer of a diverse sewer, hydro-excavating, and industrial line of equipment. The complete line of equipment is sold, serviced and supported exclusively through Vac-Con's world-wide individually owned dealer network.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Florida Department of Highway Safety & Motor Vehicles - Manufacturers License MV/1000409/1 Florida Department of Highway Safety & Motor Vehicles - Dealer License VI/1007965/1 Wisconsin Motor Vehicle Dealer License MV2131
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Vac-Con nor Vector has ever received a suspension or disbarment.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	First Coast Manufacturer's Association - 2018 Manufacturer of the Year, 2019 Manufacturer of the Year, 2019 President's Award Best of Clay County - 2019 Best Manufacturing Facility in Clay County Florida, 2020 Best Manufacturing Facility in Clay County Florida, 2021 Best Manufacturing Facility in Clay County Florida National Association of Trailer Manufacturers - Vector manufactured units are NATM certified. National Truck Equipment Association - Most Valuable Partner Award for 5+ years.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 84% of Vac-Con and Vector sales for the last 5 years have been to the government sector. These customers typically consist of municipalities, townships, counties, and states.
20	What percentage of your sales are to the education sector in the past three years	Less than 3% of Vac-Con and Vector sales for the last five years have been to the education sector. Vac-Con has increased this number due to the previous Sourcewell Contract held. Vac-Con looks to, once again, increase this percentage with the next proposed contract award.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Contract total sales for the last three years is \$4.1 million. Ohio STS Contract total sales for the last three years is \$1.8 million. Texas Buyboard Contract total sales for the last year held is \$400K (only held this year) Florida Sheriff's Contract total sales for the last year held is \$200K (only held this year)
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vac-Con does not hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Lodi 1331 South Ham Lane Lodi, California	Andrew Richle Utilities Superintendent See attached Testimonial	209-269-4927 arichle@lodi.gov
Delaware DOT P.O. Box 698 Dover, DE 19903	Lawrence Hardy See attached Testimonial	302-760-2505 lawrence.hardy@delaware.gov
Village of Tarrytown 4 Division St. Tarrytown, NY 10591	Louis Martirano Superintendent Of Public Works See attached Testimonial	914-862-1819 dpw@tearrytowngov.com

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sacramento Area Sewer District	Government	California - CA	Sewer Utility Equipment	10 units	\$3,400,000.00	*
City of San Francisco	Government	California - CA	Water & Sewer Utility Equipment	6 units	\$2,800,000.00	*
Miami-Dade County	Government	Florida - FL	Water & Sewer Utility Equipment	7 units	\$2,900,000.00	*
City of Phoenix	Government	Arizona - AZ	Sewer Utility Equipment	11 units	\$2,600,000.00	*
City of Sacramento	Government	California - CA	Sewer Equipment	9 units	\$3,860,000.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Vac-Con customers are supported by internal teams fulfilling sales, parts and service needs, and distributes through a worldwide network of exclusive dealers. Vac-Con's internal teams function as support systems for our dealer network providing demonstrations, training, troubleshooting and order fulfillment. All Vac-Con sales, parts and service representatives are employee-owners of Vac-Con, Inc. Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. Vac-Con's internal sales team consists of: National Sales Manager, Sales Administrator Supervisor, Sales Administrative Support, Inside Sales Manager, Chassis Sales/Logistic Specialist, Marketing Manager, Multimedia/Graphics Marketing Specialist. Internal Sales Support: South Regional Sales Manager, Northeast Regional Sales Manager, Southwest Regional Sales Manager, West Regional Sales Manager, two product demonstrators and a Recycler Product Specialist	*
26	Dealer network or other distribution methods.	Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. See attached detailed Dealer Network Map and Dealer Location Chart	*
27	Service force.	Vac-Con and Vector maintain teams of trained service and parts departments at the headquarters in Green Cove Springs, Florida and Milwaukee, Wisconsin. Vac-Con and Vector combined employ 6 regional sales managers, 4 product specialists/demonstrators, and 7 service office staff to provide service support to North America. The Vac-Con and Vector direct service team is comprised of 7 service technicians, while the parts and shipping department employs 12 representatives to fulfill parts orders to all dealers. Vac-Con's dealer network provides coverage to all 50 states with 35 exclusive dealerships. Each dealership has a team of service representation and office support to facilitate and process service and parts to end-users. In addition to factory-provided support, Vac-Con dealers are required to maintain service and repair facilities. Dealer parts departments are expected to maintain an inventory of parts for timely fulfillment. Depending on the territory and dealer size, dealers employ between 2 to 15 associates for each department – sales, service, and parts. See the attached dealer listing with the amount of direct service techs at each location.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Vac-Con. Vac-Con will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Vac-Con will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation. In the case where a dealer owns a stock unit that is to be sold to the member, MJ DuBois will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly. MJ DuBois and her DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Any Sourcewell Member having need for customer service is encouraged to communicate directly with their local dealer. Vac-Con dealers are required to maintain an inventory of parts to quickly service customer needs. Vac-Con also requires dealers to have factory trained service staff to handle the customer's service needs. Vac-Con expects our dealer partners to address warranty, service, and parts issues immediately, ensuring a corrective response or action within 12 to 24 hours. Vac-Con service teams are available 24/7 to assist with troubleshooting and repair needs with a case closure goal of 5 days or less for those instances that require intervention from the factory.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	A critical part of the Vac-Con mission is to provide innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal markets. As a US manufacturer with the vast majority of Vac-Con sales are generated from municipal customers in the United States, Vac-Con is committed to providing products, service, and parts to this specific market segment. The exclusive dealer network will help them to facilitate the necessary steps and procedures to procure and fulfill orders and provide service and parts support in each of their designated territories.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vac-Con is committed to designing, supporting, and manufacturing innovative and reliable products for their customers across the world. With two highly capable dealerships providing coverage to the customers of Canada, as well as Vac-Con's existing presence and relationships, Vac-Con is confident in producing sales and support for this market. Two dedicated regional sales managers employed by Vac-Con provide additional support for all sales, service, and parts functions in the Canadian territories, in addition to the company support provided by the inside sales office at Vac-Con.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vac-Con does not expect difficulties in providing exceptional levels of sales and service in any geographic areas of the US or Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vac-Con expects to fully service all entity sectors that Sourcewell Members represent.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order so there are no surprise fees after the sales.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vac-Con will train all their internal and dealers' sales force with the assistance of the DuCo team, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers. Vac-Con takes an aggressive approach to marketing Sourcewell. Vac-Con includes the Sourcewell Logos in their product brochures (see attached example) and on their website (see attached screen shot) that links to Vac-Con's Sourcewell Contract landing page. Vac-Con wants their customers to immediately know that they are a proud holder of this exclusive contract and that they can take advantage of this contract whether they are already a member or would like to become a member. Vac-Con will also include Sourcewell graphics banners at trade shows to further market their participation. To further ensure that Vac-Con is fully marketing the value of Sourcewell, they encourage Vac-Con salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize the assigned Vendor Support Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vac-Con has a comprehensive digital marketing strategy that engages and interacts with dealers, current customers, and potential customers. The goal of Vac-Con's digital marketing initiatives is to drive brand awareness and generate leads, as well as increase traffic to their website. Currently, Vac-Con markets through various social media platforms including Facebook, LinkedIn, and Instagram. Vac-Con's most comprehensive digital marketing strategy is their LinkedIn program. In addition to distributing relevant, engaging content on a consistent basis, they utilize a digital marketing agency to help them reach hundreds of decision makers at municipalities, counties, and government agencies each week. LinkedIn offers a professional setting where Vac-Con is able to directly communicate with decision-makers and promote their products in a helpful and tactful manner. Vac-Con utilizes a digital marketing agency to assist with a comprehensive SEO program. Their SEO program targets industry keywords to help drive traffic to their websites. Vac-Con's focus remains on their product categories and specific applications such as combination machines, hydro-vacs, sewer cleaning, and hydro-excavation. Vac-Con measures their success with the SEO program through annual website traffic increases and qualified leads generated through the website and web-based applications. Year-over-year, Vac-Con has exceeded their SEO goals and continue to evolve the program to increase our reach. Vac-Con actively distributes communications through an email marketing program. The Vac-Con email marketing program is managed by the internal marketing team and reaches over 2,000 dealers and customers. Communications are scheduled on a monthly basis, and consist of new product, program and company updates. Vac-Con measures the success of email marketing campaigns by open and click-through rates and qualified leads generated. Vac-Con continues to add new recipients in both dealer and end-user categories each month through various platforms including the website, social media, and in-person events.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell marketing model has been an effective and impactful strategy for the Vac-Con business, and is proven by the growth of Sourcewell Contract Sales over the years. Vac-Con representation has made it a priority to collaborate with the Sourcewell employees that facilitate their existing contract. The priority of Vac-Con to ensure longevity and success is service-related, and the Sourcewell team understands this strategy. Vac-Con expects Sourcewell to continue with a presence at trade shows, Getting to Know You events, and Sourcewell University events. Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available. Vac-Con is firmly committed to the Sourcewell contract buying concept and agree that it is the way of the future. Vac-Con has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Vac-Con has utilized the flexibility that Sourcewell contracts offer, and it has become common knowledge for most of the manufacturer' dealers to lead the buying process with this contract. Vac-Con has sent senior management representatives annually to the H2O Conference. Vac-Con has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Vac-Con's Contract sales have grown over the years, and this is a testament of Sourcewell and Vac-Con's commitment to the same goal "to offer the best products, service and quantity discounts in support of our customers/members."
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products represented in this response do not lend themselves to E-Procurement. All of the products are "made to order" and have an extreme amount of variables.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vac-Con offers several training components, free of charge, to assist operators with a better understanding of their equipment for operations and maintenance. An online training portal hosted on the Vac-Con website provides a basic overview of truck models and their functions. Student comprehension is proven by quizzes at the end of each course. Once a student has successfully completed a course, Vac-Con distributes a certificate of completion. Customer service, parts, sales and marketing departments were involved in making the portal informative and thorough. This online training is complete with online videos that guide the course curriculum and user experience. In addition to online training, Vac-Con dealers are equipped to provide hands-on-training at the in-service of the unit and beyond. All new unit deliveries are made available with hands-on training. Additional training needs can be scheduled with the dealership.

40	Describe any technological advances that your proposed products or services offer.	Aeroboost with Quiet Drive – The Vac-Con Aeroboost 3-stage fan (patent pending) with Quiet Drive fan system is a one-of-a-kind upgrade hydrostatic and auxiliary drive system that operates the vacuum and water functions, lowers noise emissions, and substantially reduces overall fuel consumption without sacrificing power. The Aeroboost fan itself better balances airflow, resulting in less turbulence and more power. Titan – The Vac-Con Titan Combination Machine is a premium unit that boasts several impressive features and components offered only by Vac-Con. The Aeroboost Fan and Quiet Drive system enhance power by reducing airflow turbulence, noise emissions, and fuel consumption. An enhanced cyclonic separator optimizes efficiency and filtration, while the Omnibus Precision Power CANbus system enhances usability and efficiency. Omnibus Precision Power – The OPP system by Vac-Con is a CANbus system designed to enhance operator usability and efficiency. OPP gives the operator control over all vacuum, water, and engine functions at a centralized control panel where the operator spend the most time – at the front of the unit. This coordination of systems allows you to use as much power as is needed, saving time and fuel while delivering precise movements of the hydraulic components. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners with a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled and used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vac-Con manufacturing focuses on waste and environmental protection regulations in their day-to-day processes. Pursuant to the Department of Environmental Protection, Vac-Con is listed as a Low Quantity Waste Generator which is an ongoing key result area for the company. Vac-Con implements a full campus recycling program for cardboard and scrap metal. In addition, paint waste is minimized through a distillation process that allows the company to remain a Low Quantity Waste Generator. Vac-Con products themselves are designed to be a proponent of environmental protection and maintenance. Their machines ensure that proper sanitation and hygiene standards are met in communities across the world. The Titan combination machine class also boasts impressive reductions such as 44% fuel savings and 8% decrease in noise pollution as compared to other combination machines. The Vac-Con Recycler combination machine allows for a substantial savings in water usage, decreasing the use of freshwater by approximately 73% or more based on average unit operations.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	John Deere performance certification 1/19/2018 see attached John Deere performance certification 11/4/2016 see attached TigerFlex hose manufacturing Certification SAE J516 Standards	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed. Vac-Con is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract. Vac-Con is committed to hiring Veterans and Persons with disabilities in their hiring practices. Vac-Con has many veterans currently employed. Vac-Con partners with Veteran organizations as well as the Florida Department of Rehabilitative Services when recruiting for all positions.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a company, Vac-Con is 100% employee-owned through an ESOP facilitated by their parent company, Holden Industries, Inc. This unique characteristic of ownership allows for every employee to have a significant impact on daily operations, product development, and company value. Vac-Con employee/owners are driven to provide the best solutions in the industry as their reputation and ownership relies on it, unlike competitors that are publicly traded or privately owned. Aeroboost – The Aeroboost 3-Stage Fan (patent pending) and Quiet Drive system is the most unique and impressive fan system on the market. Vac-Con has always been a champion of fan systems and is renowned in the industry for their ability to design and manufacture the most powerful and effective fans available. The Aeroboost is their most engineered fan that boasts 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure. Titan – the Titan combination machine is the new standard in combination units and boasts impressive, Vac-Con exclusive components such as the Aeroboost fan and quiet drive system, upgraded filtration, and the Omnibus Precision Power control system. Comprehensive Portfolio – A unique feature that sets Vac-Con apart is that they offer a comprehensive portfolio in combination, hydro-excavation, and jetting machines. Their units are available as skid, trailer, and truck-mounted configurations with various optional components to build these systems out to fit any customer application. Vac-Con is considered to be a custom-manufacturer, allowing each unit to be configured to meet the customer's needs best. Dual Engine – Vac-Con is the only manufacturer to offer a dual engine combination machine. The dual engine machine makes cleaning sewers a simplified process, while offering reliability and safety. The 2-engine design provides independent control of the vacuum and water systems. This efficient design allows the chassis engine to drive the 3-stage fan or positive displacement blower vacuum system, saving fuel and general wear and tear in the long run.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each new Vac-Con unit is backed by a factory warranty for defects and workmanship for one year. Longer factory warranty periods are in place for fans, auxiliary engine water pump drive components, debris tank, and water tanks. These warranties cover all products, parts and labor for maternal defect and workmanship. Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions imposed by Vac-Con. The warranties are based on time from acceptance by the customer and not hours of use of components.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case by case basis with the customer's local dealer. Travel time and mileage may be considered to be covered under warranty under extreme circumstances. Typically the customer would take their unit in to the local dealer to perform warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic locations that can not be served. The exclusive Vac-Con dealerships and vendor facilities will assist with maintenance and service required of all Vac-Con units within their sales territories. Vac-Con is capable of providing technical support and parts to customers directly if their dealer is beyond their "reach". This type of warranty support must be factory authorized prior to work on the unit. The customer would simply call a Vac-Con Warranty Specialist, communicate the issue of concern and receive a written Statement of Warranty Work, return any defective parts required to be returned and can be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Purchased components will be covered by the warranty applicable by the Original Equipment Manufacturer of that component. Vac-Con will assist with coordinating with these entities to service a unit, but the following items would be eligible for their own OEM warranty: Auxiliary engines, water pumps, positive displacement blowers, chassis components and engines. Vac-Con's OEM partners have dealer representatives throughout the United States and Canada. Examples of these OEM's are: John Deere, Kubota, Freightliner etc.	*
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policy.	*
51	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employs dedicated parts and service personnel. Vac-Con's dealers have been specifically chosen to represent their products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Vac-Con that all of their dealers have developed a strong trust and commitment with their local customers. All Vac-Con dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Vac-Con does not offer service contract options directly to their end users. Vac-Con offers extended warranties and offers pass-through extended warranties on chassis.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Vac-Con guarantees all product warranties ensuring component workmanship and durability. These warranties can be found in the warranties section of the units manual. All Vac-Con units undergo a thorough factory inspection, and unit burn-in prior to delivery to the dealer and end-user. This process ensures accurate operations of each component and system as specified by the order build sheet. All Vac-Con units are built with the best products available including outsourced components that are sourced through a selective purchasing process by expert purchasing, engineering, and production teams. Each Vac-Con unit is guaranteed to meet customer specified requirements regarding vacuum capabilities, water systems, capacity, weight, and dimensions. Vac-Con provides 24-hour technical service support through their factory service team. All Vac-Con units are guaranteed support by both local Vac-Con representation and the factory service team. Service inquiries will receive a response within 12 to 24 hours of first contact either by local representation (dealer) or a Vac-Con representative. In-stock parts are guaranteed to ship within 48 hours of order submittal.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	One-Touch Customer Support backs Every Vac-Con® Vac-Con®'s part tracking software ensures that they have in inventory all the parts customers and dealers need when they need them. Vac-Con has a dedicated service facility for all warranty work, local repairs, and refurbishing work. One-Touch Customer Support gives you: 26,000 square foot service department, Training center with expert instructors, 24/7 real person support help line, Over \$5 million in parts inventory, and 24-hour parts shipment turnaround. Vac-Con's customers can expect to receive either dealer or in house service contact within 24 hours of notice. Vac-Con has a commitment to service with quality after the initial sale and including any followup sales. Vac-Con's repeat customers speak to their service/performance standards as 85% of their sales are repeat customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by case basis.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Vac-Con does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Vac-Con does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Vac-Con will work with other Sourcewell Awarded Vendors, such as NCL, or any leasing agency of the Member's choice.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Vac-Con will use a standard quote document to price each item for Sourcewell Members. Example attached.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Vac-Con will not accept the P-card for payment. The typical transaction size does not lend itself to this process. Some Vac-Con dealers will allow parts, service, and dealer inventory to be paid for by P-Cards. Each individual dealer will be receiving payments directly for these items, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some dealers have limitations on the amount that can be processed.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vac-Con's offer is a percentage discount from the manufacturer list price to Sourcewell Members on all of the items being proposed in this offer. Vac-Con's discount will be based on a percentage off of the base model unit. Vac-Con mounts most of their units on commercial truck chassis (except for the trailer mounted units). In order to provide the customer with convenience and the best pricing available, Vac-Con will provide the truck chassis with no profit associated or at a pass-through price to the Member. This gives the Member the ability to utilize quantity discounts that are offered by the chassis manufacturers to Vac-Con. Vac-Con purchases "pool truck chassis" at substantial quantity discounts. Vac-Con will also allow the customer to supply their own chassis in which to mount the body.

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Vac-Con is offering a 10% discount off base units within the following categories: Dual Engine Combination Sewer Cleaners, Single Engine Combination Sewer Cleaners, Dual Titan Sewer Cleaners, Single Titan Sewer Cleaners, XCavator hydro-excavating models, MXT hydro-excavating models, Hydrovac hydro-excavating models, and all refurbishment prices. Vac-Con is offering a 5% discount off base unit for the following models: HotShot sewer jetters, 3 yd sewer combo units, Vac Pumper models, VecJet jetters, Neptune sewer combo unit, Mudslinger hydro-excavation units and VecLoader industrial vacuum trailers. Vac-Con is offering an 5% accessory part discount. To qualify for this discount: 1) The Member is only buying Accessories parts and not an entire unit, 2) The Member Purchase Order must be in excess of \$15,000.00. All Member Purchase Orders that qualify, must have their SW Member Number Clearly stated on the Purchase Order.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Vac-Con's will offer additional discounts for volume purchases. There will be an additional 3% discount off of the base unit discounted price for a single purchase order for 4 or more units. Vac-Con does not offer any rebate programs at this time.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	It is Vac-Con's intention to cover all items available on our commercial price lists. Vac-Con does realize from time to time there may be individual requirements that will not be listed. Vac-Con will provide any items "specific" to Sourcewell Members needs that we are able to. The pricing for such items will be priced at 20% above cost. Prior to accepting an order with Open Market or Sourced Goods from a Sourcewell Member, Vac-Con will discuss the availability of specific requests and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are several costs not included in the pricing submitted in this proposal. These costs are listed below: Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Vac-Con will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement. Federal Excise Tax: Vac-Con is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Vac-Con will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If an exemption certificate is provided, Vac-Con will not be required to collect this tax. Mounting Fee: Mounting fees cover the cost of the mounting of the body on the desired truck chassis or trailer. Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. The current pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards. Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges Vac-Con charges are at a pass-through price. Vac-Con has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log. Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used. The actual cost of the service will be passed through to the customer.	*

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes Vac-Con to deliver via ocean transport, they will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been Vac-Con's experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Vac-Con will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Vac-Con strives to provide the equipment as customer specified and to their satisfaction upon delivery.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Vac-Con does pass on negotiated, competitively bid freight pricing to their customers. Most of Vac-Con's Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Vac-Con fully recognizes the value of the national Soucewell Contract and a such gives the best discounts available to Sourcewell Members

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Due to the unique nature of our proposed contract representation, Vac-Con builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Vac-Con will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for the Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Vac-Con will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The order, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter. As a secondary check, when Vac-Con receives a payment for a unit, Vac-Con will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vac-Con sales are maintained in a comprehensive CRM (Salesforce) program that allows for the sales and marketing teams to determine how many units are sold through the Sourcewell contract and additional metrics regarding these sales. The Vac-Con sales team will track and report on quarterly sales through the contract to both internal and external sales teams to evaluate performance of both dealers and regional sales representatives. Vac-Con actively promotes the use of the Sourcewell Contract, and awards dealers on an annual basis for their activity with the contract. Vac-Con values the ability to service the Sourcewell Members with their products. In order for them to ensure they are providing a product that Sourcewell Members want, Vac-Con evaluates these sales, quarterly and annually, to ensure growth. Vac-Con will respond accordingly to specific regional performance through dealer training as well as participation in Sourcewell training classes. Vac-Con expects to increase sales each year. Vac-Con operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vac-Con proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Vac-Con Combination Jet/Vac Machines Dual and single engine combination machines with a range of offerings including 2 and 3-stage centrifugal compressors (fans) or various positive displacement blowers for vacuuming. Water jet systems ranging from 15 gallons per minute to 120 gallons per minute with pressures ranging from 1500PSI to 4000 PSI. These units are available in a range of sizes with debris tanks from 3 cu/yd to 16 cu/yd and water tanks from 200 gallons to 1500 gallons. Vac-Con has many optional features offered which are patented. Recycler combination machine – This combination machine is up-fitted with a recycler component. The recycler allows for debris tank water to be used in lieu of fresh water, greatly reducing overall water usage. This feature conserves water as a “Green Initiative” primarily and allows users to continue to work in areas where water access is limited or not available. The Vac-Con Recycler machines can function as standard combination machines in addition to utilizing the recycler features. Titan Class combination machines – the Titan combination machines feature the Aeroboost 3-stage fan (PATENTED) and offer users an incredible amount of efficiency. The dual engine Titan configuration results in a 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure (lift). These statistics result in a machine that offers high performance while being very environmentally friendly in regard to noise and carbon footprint. Neptune Trailer-Mounted Unit – the Neptune is a combination jet/vac machine that is either trailer or skid mounted. It is offered with either a 535 or 845 gallon debris tank and 225 or 325 gallons of water tank capacity. This unit is a portable and powerful option in a smaller footprint ideal for schools, colleges and small local governments. Vac-Con Jet ONLY Machines VJ375 – a single axle trailer-mounted unit with 375 gallons of water VJ750 – a tandem axle trailer-mounted unit with 750 gallons of water VJT1500 – a truck-mounted, enclosed jetter unit with 1,500 gallons of water Hot Shot – The Hotshot is a truck chassis mounted machine that offers up to 2,500 gallons of water capacity and is ideal for large sewer and pipeline jetting and cleaning. Vac-Con Hydro-Excavation Machines Mudslinger MS – a trailer or skid-mounted hydro-excavation unit available in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The Mudslinger MS is built to function as a standalone unit or as a complement to additional excavation equipment. Mudslinger MST – The MST is available on an F650 (26,000lb) or larger chassis and is offered in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The MST offers the Mudslinger trailer unit on a convenient small footprint chassis configuration. Mudslinger MXT – The MXT is a simple, chassis-mounted unit that offers the powerful Vac-Con system in an easy-to-use configuration. Mudslinger CXT – The CXT is a chassis-mounted hydro-excavation machine available from 3 to 16 yard debris tank and 800 to 1,300 gallons of water. This is the legacy Vac-Con hydro-excavation machine. Mudslinger EXT – The EXT is offered in a 12 yard debris tank and 1,500 gallons of water. This unit features an enclosed operator station, and insulated water system and components. The EXT is designed for harsh weather and below freezing environment excavation. Vector Industrial Vacuum units Industrial vacuum units – high vacuum, high volume industrial material conveyors offering a wide variety of products suited for heavy duty industrial cleaning and recovery applications. Noted for their simple rugged durability, Vector machines can be found around the world on the job in shipyards, mines, mills, manufacturing plants, oil fields, gas well sites, refineries, rail yards, general construction sites, infrastructure remediation sites, hazardous material recovery and demolition operations, commercial roofing, abrasives and coatings industries, and others. Available in trailer mounted units and skid mounted units. Vacuum Pumper units Truck mounted vacuum units available from 1500 gallon tank capacity to 5000 gallon tank capacity for pumping large quantities of liquid waste. These trucks can be used stand alone or in synchrony with any other Vac-Con vacuuming equipment. Refurbishment Packages Refurbishment packages on several different levels for already owned Vac-Con units. These refurbishment packages, Bronze, Silver, and Gold, can help the customer over-haul their Vac-Con unit when budgets don't permit replacement units. Refurbishments take place at the factory in Green Cove Springs, Florida Accessories, wear parts and supplies - A full catalog of accessories, camera solutions, pumps, nozzles, cutters and common wear items are offered in this response. Dealer stock, demonstrator, and reconditioned units are offered in this response. These items offer solutions for budget challenged members and for those who will need immediate delivery without having to wait for new build lead time.
----	---	--

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Vac-Con "Vac Pumper" models fit within the grease trap cleaning equipment, portable toilet servicing equipment, Sewage pumping station maintenance equipment. The Vector VecLoader offering fits within Industrial Vacuum Equipment, Hazardous Materials Collection Equipment, HEPA filtration equipment categories.	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	☒ Yes ☐ No	Models offered in this category: Dual Combo, Single Combo, Dual Titan, Single Titan, 3 yard Combo, Neptune trailer.	*
73	Hydro or air excavation equipment	☒ Yes ☐ No	Models offered in this category: XCavator, MXT (municipal hydro-excavator), Hydrovac (offers air and water excavation), Mudslinger trailer excavator.	*
74	Jetters and rodders	☒ Yes ☐ No	Models offered in this category: HotShot high pressure sewer jet, Vec Jet high pressure sewer trailer.	*
75	Dewatering, mud, trash, and centrifugal pumps	☒ Yes ☐ No	These items are offered within this response.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☒ Yes ☐ No	Models offered in this category: Vac Pumper	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	☒ Yes ☐ No	All of these items are offered within this response with a 5% discount.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	Operator safety is at the core of Vac-Con products. Vac-Con integrates a range of components and product features that ensure operators can work with and around these machines in the safest possible manner. - Power Level Wind Guide – an automated component that brings jetting hose out of the manhole, limiting the need for an operator to reach in or around the manhole - Outrigger Leg Magnet – A magnetic leg on the hose reel that assists with lifting service access point lids saving possible operator injury lifting heavy objects. - Grate Lifting Hook System – utilizes the boom to remove storm drain gates saving possible operator injury lifting heavy objects. - Wireless Remote with E-Stop – allows for wireless operation of the unit reducing the need for the operator to manually handle equipment. An E-Stop ensures a way to quickly terminate all functions in case of an emergency - Titan Quiet Drive – The Quiet Drive reduces noise pollution by 8%, allowing operators the ability to hear over the machine for directions and warnings - Water Tank Location – lowest center of gravity in the industry preventing truck top-heavy roll-over The operation of Vac-Con units is performed at the front of the unit with hardwired controls or wireless remotes. Operator safety is better secured with the entirety of the truck between the operator and oncoming traffic. The remote transfer case engagement is located at the front hose reel and allows for operators to control functions typically managed inside the cab. This feature is designed to start and stop the engine and engage and disengage the transfer case from the exterior front of the unit. Operator footsteps and movements in and out of the cab are mitigated, reducing the chance of injury. In addition, Allison Auto Neutral and Range Inhibit Functions are used for safety on this component.
79	Describe any product or equipment innovations that increase uptime and operator productivity.	The Vac-Con Recycler is a combination machine outfitted with a recycling component. This system allows for users to use water already in the pipeline or recycled water from the debris tank to continue operations. This function keeps an operator on the job all day without the need to refill tanks running 50 GPM @ 3,000 PSI. The time given back to a job by reducing the need to refill water capacity increase operator efficiency. The Omnibus Precision Power Control System gives the operator control authority over all vacuum, water and engine functions, and at a centralized control panel, right where the operator is working. This coordination of systems allows the operator to use as much power as is needed, saving time and fuel while allowing precise movements of the hydraulic components. This system eliminates over 250 electrical connections and over one mile of wire in a typical Vac-Con build. The Remote Transfer Case Engagement is designed to allow operators to start and stop the engine and disengage the transfer case from the front of the unit. Located on the front hose reel, this feature will limit operator footsteps to and from the cab of the unit and allow a fast job completion. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners. With a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - VacCon Sourcewell Pricelist 9_30_2021.zip - Monday September 27, 2021 14:14:14
 - [Financial Strength and Stability](#) - Financial Strength and Authorization Letter.zip - Monday September 27, 2021 14:14:25
 - [Marketing Plan/Samples](#) - dealers and marketing examples.zip - Monday September 27, 2021 14:14:59
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - VACCON STANDARD QUOTE EXAMPLE.pdf - Monday September 27, 2021 14:15:19
 - [Upload Additional Document](#) - Performance Certs and Testimonials.zip - Monday September 27, 2021 14:15:36

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuCo, LLC

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☒	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☒	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☒	1



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase Award File No. 250002-N-PH, Paper Products, Paper Towels and Toilet Tissue (**Bob Robertson Interim Public Works Director, Brandon Crum Facility Management Superintendent**)

Recommendation

Increase Award File No. 250002-N-PH, Paper Products, Paper Towels and Toilet Tissue to Louise Graham Regeneration Center, Inc. from the estimated annual amount of \$30,000 to \$40,000, an increase of \$10,000 through October 1, 2025 for Citywide usage.

Background

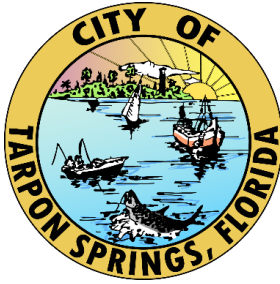
On October 1, 2024, the contract was awarded in the annual amount of \$30,000. The purpose of this contract is to purchase paper products, paper towels and toilet tissue for facilities Citywide. An increase is needed due to rising supplier costs (see attached memo). Purchases from non-profit organizations for persons with mental or physical disabilities are exempt from the procurement policy in accordance with Florida State Statutes.

Funding

Funding will be identified as orders are placed.

Strategic Plan Objective

N/A



**Public Works Department
Office of the Director**

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

Through: Bob Robertson, P.E., Interim Public Works Director

From: Brandon Crum, Facility Management Superintendent

Date: May 21st, 2025

Subject: Increase Funding for #250002-N-PH with Louise Graham Regeneration Center, Inc., For Paper Products and Custodial Items

Recommendation:

Authorization is requested to increase file number #250002-N-PH with Louise Graham Regeneration Center, Inc., in the amount of \$10,000 for paper products and custodial items for the period of October 1, 2024, through September 30, 2025, increasing the total annual contract value from \$30,000 to \$40,000.

Background:

The purpose of this contract is to provide custodial products for the City's facilities. The City is currently on track to exceed the original \$30,000 contract limit for this agreement due to increases in supplier costs.

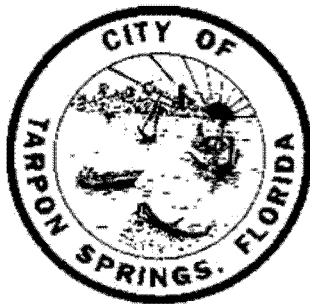
PURCHASE ORDER

10/02/24

ORDER DATE

CITY OF TARPON SPRINGS

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



250005

No.

LOUISE GRAHAM REGENERATION
CENTER, INC.
C/O R' CLUB CHILD CARE
4140 49TH STREET N
ST. PETERSBURG, FL 33709

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

250002-N-PH

24393

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - PAPER PRODUCTS & CUSTODIAL ITEMS EFFECTIVE DATE: 10/01/24 EXPIRATION DATE: 09/30/25 NOT TO EXCEED: 25000.00 REMARKS: In accordance with File No. 250002-N-PH BOC approved 10/01/2024 Not to exceed \$30,000 Blanket - Order as Needed			

BILLING INSTRUCTIONS:

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

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

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

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE

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CITY OF TARPON SPRINGS, FL
Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *ql*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 10/01/2024
SUBJECT: Increase Award File No. 240001-N-PH, Paper Products, Paper Towels and Toilet Tissue

RECOMMENDATION:

Increase Award File No. 240001-N-PH, Paper Products, Paper Towels and Toilet Tissue to Louise Graham Regeneration Center, Inc. from the annual estimated amount of \$24,900 to \$27,900, an increase of \$3,000 through October 1, 2024; further award file 250002-N-PH, in the annual estimated amount of \$30,000 through October 1, 2025, for Citywide usage.

BACKGROUND:

The contract was administratively awarded on October 1, 2023, in the annual amount of \$24,900. The purpose of this contract is to purchase paper products, paper towels and toilet tissue for facilities Citywide. An increase is needed to pay final invoices for FY24 (anticipated additional amount not to exceed \$3,000). Purchases from non-profit organizations for persons with mental or physical disabilities are exempt from the procurement policy in accordance with Florida State Statutes.

FUNDING: Funding will be identified as orders are placed.

Accepted by: _____

Ch Hall
City Manager

Attest: _____

James S. [Signature]
City Clerk





**Public Works Department
Office of the Director**

To: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director
Through: Tom Funcheon, Public Works Director
From: Brandon Crum, Facility Management Superintendent
Date: September 12th, 2024
Subject: Louise Graham Regeneration Center, Inc., For Paper Products and Custodial Items

Recommendation:

Add an additional \$3000 to ##240001-N-PH with Louise Graham Regeneration Center, Inc., for paper products and custodial items for the period of October 1, 2023, through September 30, 2024.

In addition, the recommendation to increase the yearly total of the contract to \$30,000 in new contract 250002-N-PH, as the City is now exceeding the \$24,900, due to price and usage increases.

Background:

On September 1, 2022, this contract began. The purpose of this contract is to provide custodial products for the City's facilities. The last invoice of the fiscal year went over the anticipated \$24,900.00 total.



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award File No. 250187-C-JL, Mach Alert System (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250187-C-JL Mach Alert System, utilizing State of Florida Alternate Source Contract (ACS) 43190000-22-NASPO-ACS/NASPO Contract 00318, Public Safety Communications Products, Services and Solutions, to Motorola Solutions Inc., in an estimated amount not to exceed \$118,000, for the Fire Department – New Fire Station No. 70.

Background

Construction of the new Fire Station 70 is currently underway. The original construction bid included an Owner Direct Purchase (ODP) of the Mach Alert System, which will be installed by the awarded contractor, Erikson and Lindstrom Construction Company, Inc. The construction bid encompasses the required specialized installation, as well as initial system operations, testing, and associated training. E&L Construction is responsible for installing low-voltage wiring, conduit, speakers, and amplifiers—components that are within the defined project scope.

The Mach Alert System is a modern, scalable, and highly reliable alerting solution designed specifically for Fire and Emergency Management stations. It integrates seamlessly with dispatch systems to enable rapid emergency response. Motorola Solutions Inc. is the exclusive service provider for both the Pinellas County Radio System and the Mach Alert Fire Station Alerting System (see attached memo).

Funding

307-8603-522-6200, Project No. PS2501 – Fire Control/Buildings

Strategic Plan Objective



Tarpon Springs Fire Rescue

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



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

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: Recommendation to Purchase Mach Alert FSA System for New Fire Station #70
Date: May 19, 2025

Recommendation

The Fire Department recommends the purchase and installation of the Mach Alert Fire Station Alerting (FSA) System from Motorola Solutions for the new Fire Station #70 in an estimated amount not to exceed \$118,000.

Background

The purchase of the Mach Alert FSA for Fire Station #70 will be governed by the terms and conditions of the State of Florida Alternative Contract Source (ACS) 43190000-22-NASPO-ACS-1 contract and NASPO 00318 contracts.

The Mach Alert system is a modern, scalable, and highly reliable alerting solution specifically designed for fire and EMS stations. It integrates seamlessly with dispatch systems to provide rapid and reliable alert notifications, which help reduce turnout times and improve overall emergency response efficiency. Motorola Solutions is the exclusive service provider and integrator for both the **Pinellas County Radio System** and the **Mach Alert Fire Station Alerting System**, ensuring a fully coordinated and seamless implementation. This system is fully compatible with Pinellas County's dispatch infrastructure, providing reliable, real-time communication and complete integration with the County's 911 emergency dispatch center.

The Mach Alert System must be purchased directly by the City of Tarpon Springs, as Motorola only sells to government or municipal entities. For this reason, the system was not included in the scope of the new station construction contract.

Funding for this will come out of account: 307-8603-522.62-00, Project# PS2501



Mach Alert FSA for Fire Station #70

May 15, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000155178

May 15 , 2025

Richard Walsh, Deputy Chief
Tarpon Springs Fire Rescue
444 Huey Ave
Tarpon Springs, Florida 34689

Subject: Mach Alert FSA for Fire Station#70
Dear Chief Walsh:

Motorola Solutions, Inc. Proposal for City of Tarpon Springs Fire Rescue (TSFR), Station #70

This quote proposes adding a Fire Station Alerting System to Station #70. Motorola Solutions is the exclusive service provider and integrator for both the Pinellas County Radio System and Mach Alert, which ensures a seamless implementation.

To meet the functional and operational specifications of this solicitation, our solution includes the following for Mach Alert Fire Station Alerting at Station #2:

- **Mach Alert Station Controller**
- **LED Zone Lighting System**
- **Zone Selector Switches**
- **Turnout Timers**
- **Printer**

This proposal consists of this cover letter, system description, statement of work and pricing. This proposal shall be governed by the terms and conditions of the State of Florida Alternative Contract Source (ACS) 43190000-22- NASPO- ACS-1 contract and NASPO 00318 Contracts and shall remain valid until June 27, 2025. The City may accept the proposal by delivering to Motorola, a purchase order referencing this proposal (#04172025) and the NASPO 00318 contract. Alternatively, Motorola Solutions would be pleased to address any concerns the City of Tarpon Springs may have regarding the proposal.

For questions or concerns, please contact your Senior Account Manager, Brian Wahl, at 941-713-6740. We appreciate the opportunity to provide TSFR with industry-leading solutions and look forward to strengthening our partnership through this project. Our goal is to deliver the best products and services in the communications industry.

Sincerely,



Maurizio Callari
Area Sales Manager

Table of Contents

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Integration with Motorola ASTRO 25 IV&D (Integrated Voice & Data) Systems	Error! Bookmark not defined.
Hardened Systems – Information Assurance	Error! Bookmark not defined.
Mach Alert – The Total System Solution	Error! Bookmark not defined.
Mach Alert Dispatch Center Hardware	Error! Bookmark not defined.
FSA System Transport Functionality	Error! Bookmark not defined.
Motorola Radio Systems Supported	Error! Bookmark not defined.
IP Network Support	Error! Bookmark not defined.
Alerting Over Redundant Communication Links	Error! Bookmark not defined.
Data Integrity	Error! Bookmark not defined.
Dispatch Operator Voice Announcements	Error! Bookmark not defined.
Mach Alert Fire Station Hardware	Error! Bookmark not defined.
Mach Alert Station Controller	Error! Bookmark not defined.
Station Audio Alerting	Error! Bookmark not defined.
Typical Station System with LED Zoned Lighting	Error! Bookmark not defined.
LED Alert Lighting	Error! Bookmark not defined.
Optional Dynamic Zone Touch Pads	Error! Bookmark not defined.
Statement of Work	Error! Bookmark not defined.
Network Design Diagram and Specific Assumptions	Error! Bookmark not defined.
Acceptance Test Plan	Error! Bookmark not defined.
MACHAlert Fire Station Alerting Acceptance Test Plan (ATP) 1	Error! Bookmark not defined.
Site Inspections and Tests	Error! Bookmark not defined.
System Performance and Verification Tests	Error! Bookmark not defined.
FSA System Functional Tests	Error! Bookmark not defined.
Service/Warranty	Error! Bookmark not defined.
Pricing Summary	Error! Bookmark not defined.
Contractual Documentation	Error! Bookmark not defined.

Section 1

System Description

This Section describes the general features and options available for the Mach Alert Fire Station Alerting (FSA) system and is not project-specific.

Introduction

The *Mach Alert* Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.

Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory. The *Mach Alert* FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs.

The *Mach Alert* FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.



Motorola ACE3600 Remote Terminal Unit

The *Mach Alert* FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. *Mach Alert* provides a backup or

manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, *Mach Alert* FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the *Mach Alert* System and its associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s) and zones required for the alert.

In a request from the City of Tarpon Springs Fire Rescue, Motorola Solutions Inc. is pleased to propose a Mach Alert Fire Station Alerting system that includes hardware at one new Fire Station #2.

The new equipment in this quote includes:

Base System – Fire Station:

- One (1) Mach Alert Station Controllers
- LED Zone Lighting System for Station #70
- 18 lights, 7 Zone Touchpad Selector Switches
- 3 LED Controllers, Licenses
- 2 Turnout Timer Displays
- Printer

Integration with Motorola ASTRO 25 IV&D (Integrated Voice & Data) Systems

While the *Mach Alert* System supports legacy Motorola Radio Systems, it was specifically designed for integration with the Motorola ASTRO 25 IV&D System and its associated state of the art dispatch consoles.

- The *Mach Alert* System is annually tested and verified for operation on the Motorola ASTRO 25 IV&D System for every new release.
- The *Mach Alert* System is annually tested for cohabitation on both the Motorola MCC7500 and MCC7100 Dispatch Operator Consoles.
- *Mach Alert* currently operates on numerous Motorola ASTRO 25 IV&D systems in North America.

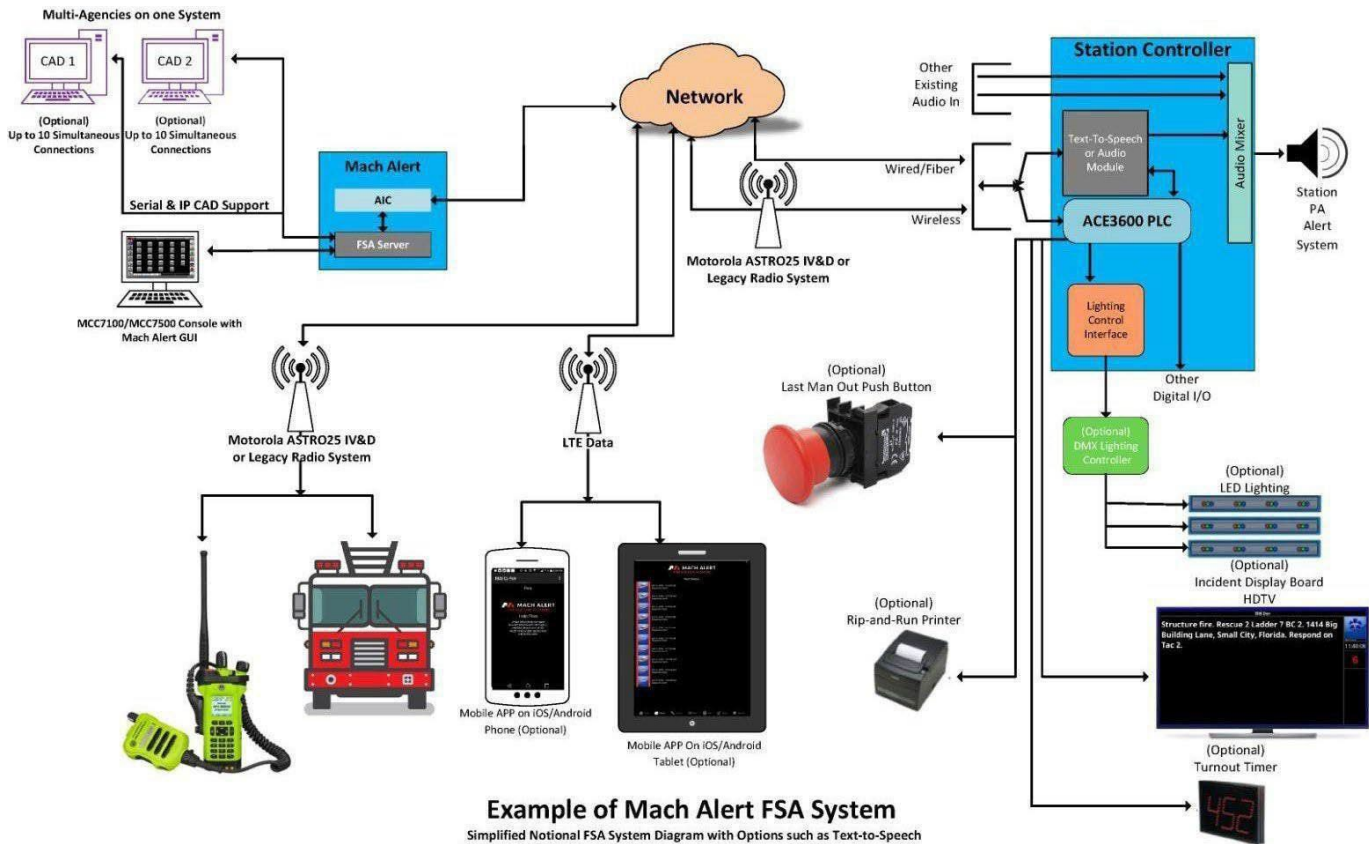
Hardened Systems – Information Assurance

To comply with Federal Government regulations for hardened systems, Information Assurance (IA) is required. *Mach Alert* meets these stringent regulations as follows:

- *Mach Alert* complies with multiple federal agencies' Information Assurance (IA) policies including those required for military bases.
- *Mach Alert* is tested and validated against the Motorola MotoPatch CD every month to ensure that all *Mach Alert* systems can be patched to the high standards set by Motorola.

Mach Alert – The Total System Solution

This “Total System Solution” consists of an Alerting Interface Controller (AIC), FSA Server, and Station Controllers (SC) as shown in the following figure. These components are described and their functionality presented in the ensuing sections. Available options to enhance the basic system are also provided.



Mach Alert FSA Typical System Diagram

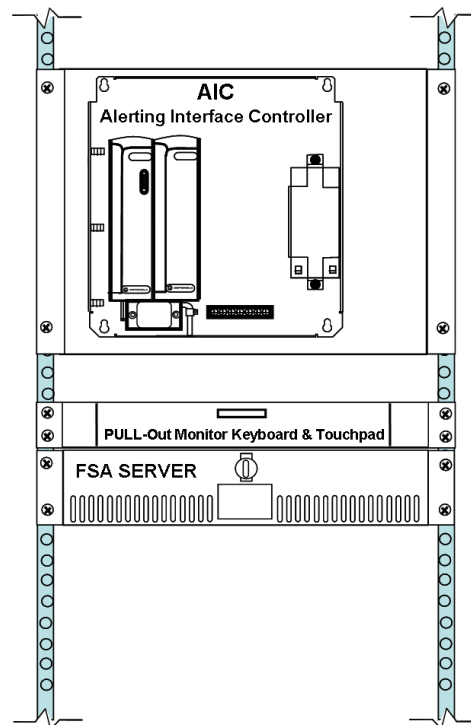
Mach Alert Dispatch Center Hardware

The *Mach Alert* Dispatch Center hardware consists of the *Mach Alert* FSA Server and Alerting Interface Controller (AIC). The dispatch operation is typically located at the Emergency Communications Center.

- The *Mach Alert* FSA Server hosts the primary *Mach Alert* software and provides a Graphical User Interface (GUI) to the fire station alerting system. The *Mach Alert* GUI is accessed using browser thin clients that normally cohabitate on the Motorola Dispatch Consoles but may also be located on separate dispatch operator terminals if required. The server also manages dispatch operator manual station alerting, automated optional text-to-speech incident announcements, remote system access, and system alarm and event logging. The server also provides the interface to the customer IP network for alerting over that network.
- The *Mach Alert* AIC is the fire station alerting interface to the Motorola Radio System. The Alerting Interface Controller is a Motorola ACE3600 high-performance controller that provides the means of communicating the alerting data over the radio network to the *Mach Alert* Station Controllers (SCs) located at the fire stations. The AIC also sends the alerting data over the IP network to provide redundancy to the FSA Server in the event it is offline.

***Mach Alert* FSA Typical Dispatch Center Hardware**

The following diagram shows the mounting of the FSA Server and the AIC on a standard 19" equipment rack. This equipment is usually located at the Dispatch Center.



FSA System Transport Functionality

This section addresses the *Mach Alert* functionality over the various possible transport media. *Mach Alert* supports numerous Motorola Radio Systems in addition to IP networks.

Motorola Radio Systems Supported

The *Mach Alert* FSA system has multiple integrated communications ports allowing it to utilize various Motorola Radio Systems dedicated to fire station alerting (not voice). *Mach Alert* supports alerting over the following Motorola Radio Systems:

- 700/800 MHz IV&D Digital Trunking*
- UHF R2 (450-520 MHz) Band IV&D Digital Trunking*
- UHF R1 (380-470 MHz) Band IV&D Digital Trunking*
- VHF IV&D Digital Trunking*
- 800 MHz Analog Trunking
- RF Conventional UHF Analog
- RF Conventional VHF Analog

IP Network Support

In addition to alerting over the Motorola Radio System, *Mach Alert* also supports Ethernet IP Networks utilizing customer enterprise connectivity between the Dispatch Center(s) and the fire stations. Please note that minimum bandwidth requirements must be met in order to provide reliable Ethernet link connectivity. These bandwidth requirements are available upon request.

Alerting Over Redundant Communication Links

The *Mach Alert* FSA system supports up to two (2) redundant communications links for station alerting (data) and an independent communications link for announcements (voice). The system design offers a “high-availability” fire station alerting operation through multi-level redundancy.

Both the existing IP network and the existing radio system can be used to alert the fire stations. Station alerting is transmitted over the redundant communications links concurrently. The key point here is that the *Mach Alert* FSA system does not have to make a selection if one link fails, as is often the case with PC-based systems. This assures the alert data will reach each fire station controller selected to be alerted with minimal delays. Alerting over Redundant Communication Links meets NFPA 1221 requirements.

Motorola highly recommends utilizing two redundant communications links for station alerting when using ASTRO IV&D which ensures a highly responsive and highly reliable alerting solution. In the event that the IP link fails, alerting is still supported by the IV&D system. The IV&D system has a lower bandwidth than wired IP and when used in backup mode supports an alerting cadence of approximately 3 seconds per station for alerts to be received and acknowledged.

If the radio system used for alerting is offline, station alerting will be processed using the IP network. If the Ethernet link used for alerting is offline, station alerting will be processed using the radio link.

If the radio link or the IP network link fails to the fire stations, the *Mach Alert* System will continue to function, including toning, CAD processing, backup dispatch, zoning, event logging, and failure notifications. The system meets NFPA 1221 recommendations.

At the fire station, the Station Controller activates the alert tones based on data received on the first (quickest) link and does not process data from the other link. However, both the radio and IP communication links send an acknowledgment (“ACK”) back to the AIC to verify that both communication links are operational. ACKs are also sent to the CAD system, if present, for updating. After the alert tones are played, the dispatch operator can begin the voice announcement.

Mach Alert supports the following combination of alerting links:

- One (1) Ethernet link and one (1) Radio System (Trunking or Conventional) link
- Two (2) Radio System (Trunking and/or Conventional) links
- Two (2) Ethernet links

Note that two data links are required for NFPA1221 Compliancy.

Data Integrity

The *Mach Alert* FSA system utilizes the Motorola Data Link Communications (MDLC) protocol specifically designed for data over radio networks. It creates a true wireless network environment that provides maximum data integrity. The MDLC protocol is based on the Open System Interconnection (OSI) model recommended by the International Organization for Standardization (ISO). MDLC utilizes all seven layers of the OSI model and is designed for point-to-multipoint links such as an FSA system. MDLC provides optimum operation in saturated RF environments. The protocol facilitates communications among all sites in the system, including extensive diagnostic messaging. CRC-32 level data detection is provided. The MDLC protocol is also used to ensure data integrity over Ethernet for alerting via the AIC over the IP network.

Dispatch Operator Voice Announcements

The dispatch operator voice announcements are sent on a separate and independent radio talk group/channel. The same Motorola Radio Systems that are supported for alerting is also supported for voice announcements.

Mach Alert Fire Station Hardware

The following sections detail the *Mach Alert* Hardware that is available for installation in the fire stations.

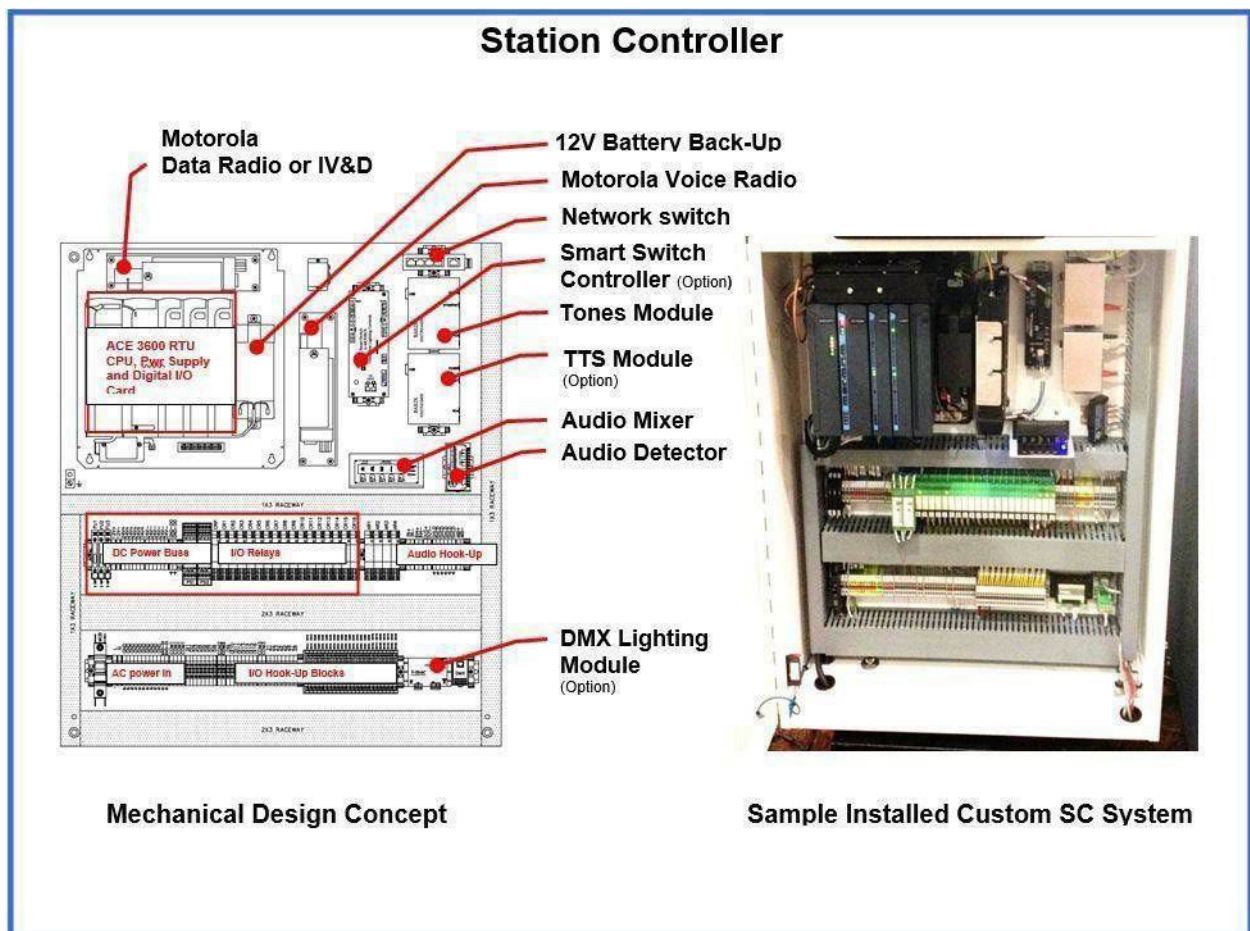
Mach Alert Station Controller

The *Mach Alert* Station Controller (SC) is a Motorola ACE3600-based high-performance RTU installed in a NEMA-1 wall-mount industrial panel. The SC is located at each fire station typically in a communications utility room. The SC processes information to and from the AIC and FSA Server, generates alert tones and provides station audio control including optional text-to-speech decoding.

The Station Controller (SC) is a modular unit containing the following hardware:

- Motorola ACE3600 Power Supply Module.
- Motorola ACE3600 CPU Module.
- Motorola ACE3600 Digital Input/Output Module - additional modules are available to support additional I/O functionality.
- Optional Motorola Radio(s) – space is provided within the SC to house one (1) Motorola Alerting Data Radio and (1) Motorola Voice Radio.
- Integrated 6.5 Ah Backup Battery.
- An XLR audio input is provided to interface with an optional external voice radio.
- A balanced line-level audio output connection is provided to interface with the fire station PA amplifier.
- A Tones module for the storage of audio tones. 35+ default tone library pre-loaded. Custom tones are supported.
- Optional TTS Module for in-station TTS.
- Audio mixer and audio relays to control the flow of audio to the station PA system.
- Live audio sensing device.
- 4-port Ethernet switch.
- Support for external Turnout Timers.
- 8 Digital Output Relays standard – may be purchased with up to 40 Output Relays for additional output control.
- 8 Digital Input Terminal Blocks standard – may be purchased with up to 24 Terminal Blocks for additional monitoring capability.
- Depending on the options purchased, the SC may also house supporting hardware for the LED Zoned Lighting System and Zone Selector Switches.
- Transient Voltage Surge Suppression.
- Automatically resets after an alert is completed in preparation for the next alert.

Below is a mechanical design view of the *Mach Alert* Station Controller:



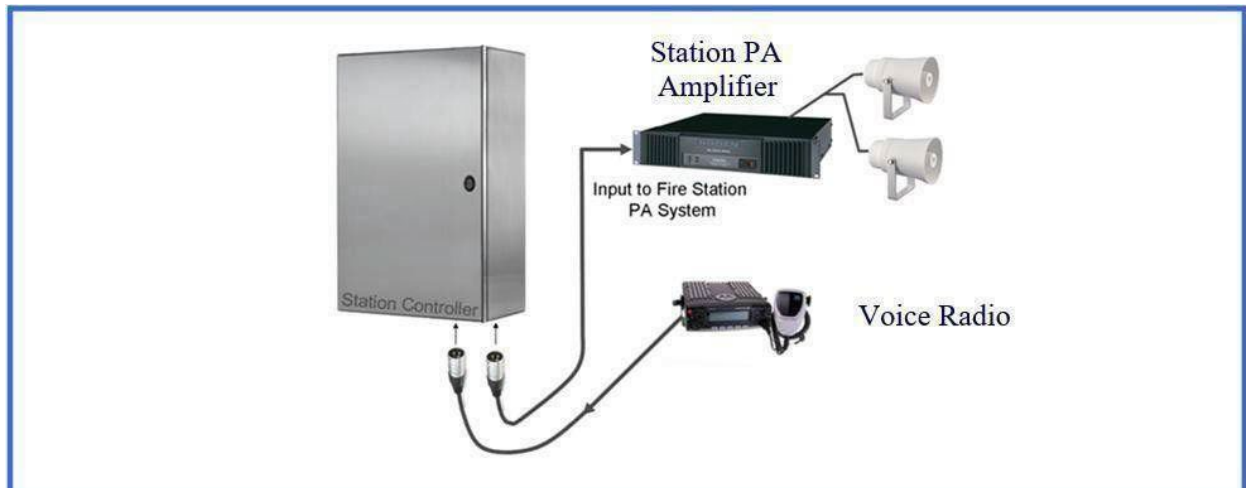
***Mach Alert* Station Controller**

Station Audio Alerting

The *Mach Alert* Station Controller hardware and software automatically controls the alerting process. When stations are alerted, unique alert tones are played over the station's PA system. To prevent additional stress, these tones are ramped ("heart saver"); that is, they start at low volumes and escalate in volume to a desired level for a specific period of time. The tones can also be unique based on incident type, apparatus, company, and/or personnel. They can include a combination of tone and recorded voice. Custom, user-supplied tones are a standard feature of the system design. Toned alerting meets NFPA 1221 recommendations.

Mach Alert provides several available options for providing audio to the fire station.

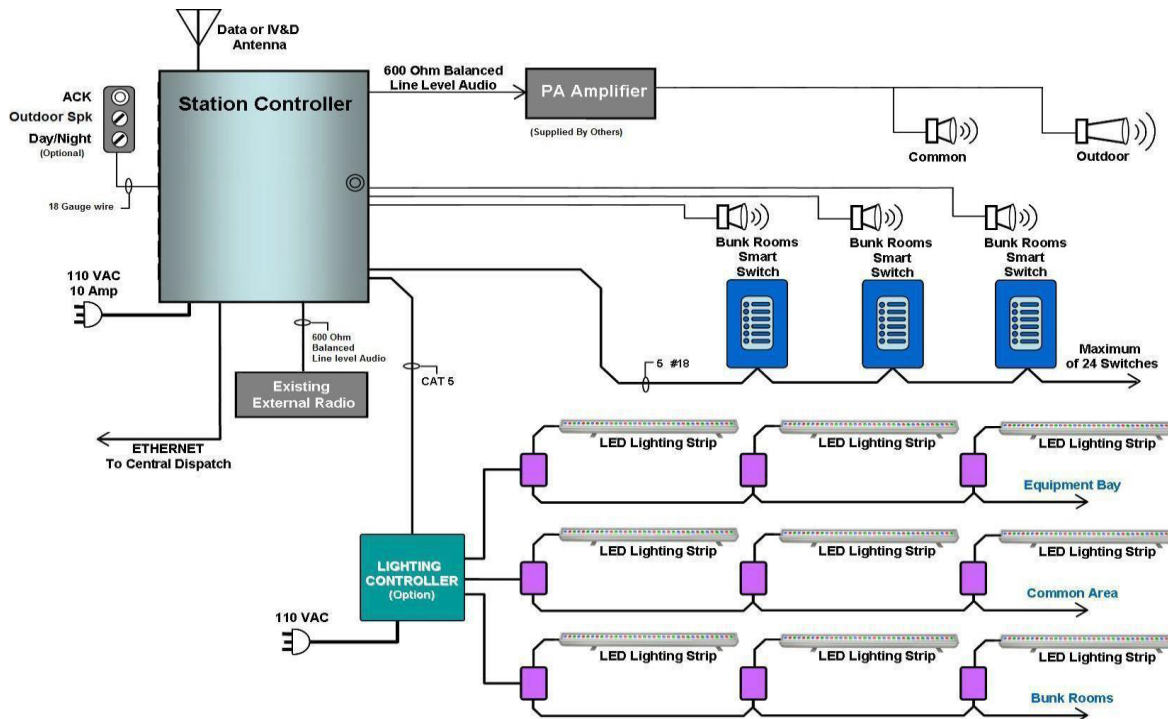
- An Audio Tones Module supplies ramped alert tones and a brief pre-recorded voice alert designating for the type of alert, followed by opening the station PA system for the dispatch operator to verbally alert personnel. This is a standard feature of *Mach Alert*.
- An optional Text-to-Speech (TTS) function can translate a CAD generated text string containing specifics of the alert message (or a type-written message generated via the dispatcher if there is no CAD in the system, or it is unavailable) into human-voice quality speech and transmit it over the IP network to the Station Controller as a compressed audio file for playback after completion of the locally stored alert tone.
- A TTS Over-the-Air (OTA) option is also available to provide the TTS announcement over the Motorola Radio System as opposed to over the IP network.



Mach Alert Station Audio

Typical Station System with LED Zoned Lighting

The diagram below shows a typical *Mach Alert* Station Controller-based system with options implemented for alert lighting and audio as well as zone selection switches.



LED Alert Lighting

The optional use of LED lighting strips for the FSA installation are for visual alerting in addition to the audio alert (PA) system. The RGB lighting strip is compatible with a commercially available controller. LED lighting strips are activated and controlled in various colors and sequences to alert station personnel of conditions and warnings.

The optional LED lighting is connected to the Station Controller. The LED lighting can be configured for ramp time, maximum intensity and colors.

Bunkroom LED lighting is ramped. Each bunkroom can have a LED light strip that will activate based on the type of alert. For example, if the bunkroom is reserved for the engine, the LED strip can be set to ramp to a red display. If the bunkroom is reserved for rescue, the LED strip can be set to ramp to a blue display. These high-intensity, RGB color LED strips can also be used in the common areas, bays, weight rooms, outside, offices, etc. When used in the hallways, they provide adjustable soft white lighting.



- RGB Color Mixing
- High power LEDs
- Extruded aluminum housing
- Input power of ~ 1 Amp @48VDC

Mach Alert LED Lighting Option

Optional Dynamic Zone Touch Pads

If a department desires to have the flexibility of using their bunkrooms based on specific personnel, apparatus, and/or company, wall switches may be provided as an option, allowing each bunkroom (or Zone) to select the type of alert, or combination of alerts, to be directed to that bunkroom. Fire or EMS personnel can use any bunkroom and select their specific alert(s) to be directed to that room. LED indicators on the wall switch indicate which alerts have been selected, or no alerts.

Example Zone Selection



More than one zone can be selected such as BC & Rescue

- Rescue- This room will receive Rescue, All Call, & Announcement
- Engine- This room will receive Fire, All Call, & Announcement
- Assistant Chief (AC)- This room will receive Assistant Chief, All Call, & Announcement
- Battalion Chief (BC)- This room will receive Battalion Chief, All Call, & Announcement
- Light- This Rooms Night light will be on when lighting controller is in Night Light Mode
- Vacant- This room will not receive any Calls

Note: If no Zones are selected Room will receive every call

Mach Alert Zone Selector Switch

Section 2

Statement of Work

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. ("Motorola") to provide a successful implementation of a MACH Alert Fire Station Alerting (FSA) system.

It is understood that this SOW may be revised during contract negotiations or during the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

Motorola is pleased to propose the MACH Alert Fire Station Alerting System (FSA) for TSFR for installation at Fire Station #70.

The following sections detail specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

PROJECT INITIATION		
Contract Finalization and Team Creation		
	Motorola Solutions	TSFR
Execute contract and distribute contract documents.	X	X
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations.	X	
Purchase the required performance bond.		X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		

Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Maintain responsibility for third-party services contracted by TSFR.		X
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	

Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site acquisition and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points		X
Provide information on existing system interfaces.	X	
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.	X	
If necessary, complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	

Deliverable: Completed Design Review.

General Installation

Perform Equipment Inventory and Delivery to Customer Sites	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Provide an Ethernet network connection with a minimum throughput of 512 Kbps from Fire Station 1 to the FSA server located in the Dispatch facility.		X

Deliverable: Solution equipment received and ready for installation.

Fire Station Installation

Base System-Fire Station Installation

Install one (1) Mach Alert Station Controller (SC) in designated space on the wall.	X	
Provide mounting hardware, support strut, and required fasteners to SC.	X	
Land all Ethernet connections into assigned switch ports predetermined by Motorola/Customer.	X	
Land audio line into assigned input on PA amp, determine best spot if needed.	X	

Run, terminate, and test one (1) Category 6 Ethernet feed(s) to SC from customer network switch.	X	
Run, terminate, and test two (2) 18 AWG TSP Shielded audio line from SC to customer PA amplifier.	X	
Provide and install two (2) antennas and two (2) transmission lines. One set is for the data radio. The other set is for the voice radio.	X	
Provide code plugs for the data radio and voice radio.	X	
Provide programming, configuration, and optimization the data radio(s) inside the SC panel for data communication on the Motorola RNI.	X	
Verify duplex outlet power or provided by others if not available.	X	
LED Lighting Hardware Installation		
Install eighteen (18) LED Light Fixtures (LLF) connected to three (3) LED Lighting Controller (LC).	X	
Install Zone Selector Switches.	X	
Plug LC into local duplex AC outlets.	X	
Run, terminate, and test one (1) Category 6 Ethernet feed to primary LC and additional Category 6 feeds to subsequent LCs and LLFs.		X
Provide all required Category 6 cabling, termination ends, and cable management hardware as needed.		X
Verify duplex outlet power.	X	
Turnout Timer Display installation quantity (2).	X	
Provide and pull all required cabling and wiring, termination ends and cable management, hardware as needed along with conduit in bay areas as required.		X
Provide one Category 6 Ethernet feed(s) to SC from customer network switch.		X
Provide two (2) 18 AWG TSP Shielded audio line from SC to PA amplifier.		X
Land all Ethernet connections into assigned switch ports predetermined by TSFR.		X

Land audio line into assigned input on PA amp, determine best spot if needed.		X
Terminate and one (1) Category 6 Ethernet feed to primary LC and terminate Category 6 feeds to subsequent LCs and LLFs.		X
Plug LC into local duplex AC outlets and terminate all Category 6 cabling for all LCs and LLFs.		X
Provide all required Category 6 cabling, termination ends, and cable management hardware as needed along with nominal conduit/wire mold if required to connect all ZSS back to the fire network switching the IT closet all individually homerun wired for each ZSS.		X
Terminate, and test audio cables for ten (10) existing speakers for audio zoning to SC.		X
Terminate, and test one (1) 18/6 shielded cable (provided by TSFR) from Turn Out Timer to SC for signal and power.		X
Deliverable: Equipment installed.		
Printer		
Deliver the rip and run printer	X	
Deliverable: Equipment installed.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	

Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on the system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X

Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by the Customer.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: • System Level Diagram. • Site Block Diagrams. • Site Equipment Rack & Enclosure Configurations. • System Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. • Product Manuals. • Drawings will be delivered in PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56. All sites will meet Motorola Solutions' R56 2005 Standards for Communications sites. If the customer does not have a copy of the "R56 v.2005 Standards & Guidelines for Communications site," one will be provided by Motorola Solutions.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described. Adequate backup power is available to support the proposed equipment. Existing generators, if available, have adequate capacity to support the equipment.
- Any site/location upgrades or modifications are the responsibility of TSFR
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of TSFR
- Any required system interconnections not specifically outlined here will be provided by TSFR. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should TSFR's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- If TSFR chooses to purchase the optional Incident Display Board functionality it is assumed that the City will be providing the HDMI monitors. Monitors must have a HDMI input and a 2 gang 120V AC outlet must be within 3' of the mounting locations inside the fire stations. If the City does not have a 2 gang 120V AC outlet within 3' of their desired mounting location MSI can quote the required electrical work as part of a change order.
- Customer is currently utilizing a 2020.1 ASTRO system release with expectation to fully upgrade to system release 2022.1 in 2024. The customer should understand that current system release is past standard support and in extended support.
- MACH ALERT thin clients to be installed upon existing MCC 7500 positions. (NOTE: Thin clients licenses are only intended to be utilized in the event the customer CAD system were to fail, otherwise all primary alerting begins within CAD).
- Interfacing software API (Application Program Interface) is accomplished by employing the Motorola Fire Dispatch Protocol (MFD-P).
- IV&D is presumed to be the responsibility of the MASTER site for the City, and no IV&D or Enhanced Data services are listed for purchase by TSFR to implement MACH ALERT on their sites. Ethernet IP Network, customer enterprise connectivity between the dispatch center(s) and the fire station.

Network Design Diagram and Specific Assumptions

The following is a system overview, as understood by discussions on shared site services between the TSFR ASTRO CORE RNI sites. The network connectivity presumes the MACH ALERT FSA server, AIC, and CAD server are co-located at the ASTRO CORE RNI site, which reduced the need for using the existing MW loop to connect the Dispatch site with the EOC site via a network e- pipe. All terrestrial IP network connectivity between Dispatch and Fire Station #70 are

maintained and serviced by the customer's IT network team. At a future date, should the customer elect to add an IP link between the EOC and station 2, it would only require a reconfiguration of MACH ALERT server, but not additional HW.

Section 3

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that the TSFR solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

An example of a standard Mach Alert FATP is included below.

MACHALERT FIRE STATION

ALERTING ACCEPTANCE TEST PLAN

(ATP) ¹

Purpose and Scope

The Field Acceptance Test Plan (ATP) will be performed by Mach Alert, Inc. (Mach Alert) and Motorola Solutions, Inc. (Motorola). The purpose of the ATP is to verify the basic operation, functionality, and installation quality of the MACH Alert FSA system. The ATP has been designed to validate the ability of the system to deliver the designed and contract required system functionality to end users. System functions and features not included within this ATP plan will not be tested. Successful completion of the Field ATP will fulfill the Final Acceptance requirements. The ATP provides a brief description and a list of the tests, which will be executed with end user representatives. The actual Test Procedure sheets will be provided to the end user before the scheduled start of the Field Test. In addition to the functional tests covered in the ATP, the ATP will include site and installation related tests.

Site Inspections and Tests

The following items will be checked to verify the installation quality and configuration of the system Dispatch and Fire Station sites. The site installations should conform to Motorola's R56 Installation Quality Standards where applicable.

1. Equipment inventory and configuration.
2. Dispatch equipment room rack availability, location, and rack layouts.
3. Fire station equipment room SC mounting options and space availability, Ethernet connectivity, lighting controls, PA amplifier interface, and audio connection to the end user provided voice radio.
4. 120 V electrical power source.
5. Grounding and bonding.
6. AIC and Server interfaces with CAD.
7. The Radio Dispatch Console system browser thin client interface to the FSA Server.

System Performance and Verification Tests

¹ This document describes a general Acceptance Test Plan for the *MACH Alert* Fire Station Alerting and Automation (FSA) solution and is not project specific. The project specific ATP will be developed during the Detailed Design Review (DDR) phase of the project.

System Performance and Verification testing is performed during the Field Acceptance Test phase and is designed to verify the performance / operation of the FSA subsystems and site installations as outlined in this ATP. System Performance and Verification Tests will be completed for the following:

1. Network equipment and interfaces.
2. Dispatch center equipment and software.
3. End-to-end FSA station alerting.

FSA System Functional Tests

Functional Testing is included in Field Testing phases and is designed to verify the required FSA system functionality and features.

Section 4

Service/Warranty

Motorola's standard 1 year warranty applies to all Motorola equipment.

Motorola has included the option to purchase Mach Alert's extended Hardware and Software support warranty. This pricing can be found in Section 5 - Pricing Summary. The pricing for these services is broken out depending on which additional MA options the City elects to purchase.

Pricing Summary

Motorola is pleased to provide the following equipment and services to the City of Tarpon Springs Fire Rescue:

Description	Price (\$)
Equipment	\$49,389
Implementation and Warranty Services	\$74,632
Subtotal	\$124,021
System Discount	\$6,488
Total System	\$117,533

Warranty for Yrs. 2-5 available upon request

ng is valid through June 27, 2025.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

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Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. **50% of the System Price due upon contract execution (due upon effective date); and**
2. **50% of the System Price due upon Final Acceptance.**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

Section 6

Contractual Documentation

The products and services shall be provided under the terms and conditions of the State of Florida Alternative Contract Source (ACS) 43190000-22-NASPO-ACS-1 contract and NASPO 00318 contract.

Dear Larsen,

Congratulations, your firm has been awarded on NASPO ValuePoint Master Agreement 00318 Public Safety Communications Products, Services and Solutions for:

Sub-Categories:

- 1.1 Radio: Single-Band Portable Radio (P25)
- 1.2 Radio: Single-Band Mobile Radio (P25)
- 1.3 Radio: Single-Band Desktop Radio (P25)
- 1.4 Radio: Multi-Band Portable Radio (P25)
- 1.5 Radio: Multi-Band Mobile Radio (P25)
- 1.6 Radio: Multi-Band Desktop Radio (P25)
- 1.7 Radio: Base Station/Repeater (P25)
- 2.1 Radio: Conventional Analog Portable (Non-P25)
- 2.2 Radio: Conventional Analog Mobile (Non-P25)
- 2.3 Radio: Conventional Analog Desktop (Non-P25)
- 2.4 Radio: Conventional Analogy Base Station/Repeater (Non-P25)
- 4 Dispatch Consoles
- Radio Solution

Enclosed is a copy of the contract for your signature. Please sign and to my office by June 30, 2021 by email to DESContractsTeamCypress@des.wa.gov or mail to PO Box 41411 Olympia, WA 98504. The items in the Master Agreement that are highlighted in yellow must be completed.

We will have a Vendor Onboarding meeting in September 2021. Attendance in person will be required. Location will most likely be at a hotel near the SeaTac airport in Seattle. More information to come.

Once the Master Agreement is executed, it will be posted on the NASPO ValuePoint website along with your bid response. At that time, states may begin their Participating Addendum process. The period of performance will begin July 1, 2021.

Prior to posting, we will need the following:

- 1) Primary contact person for your company with their contact information, and
- 2) A sales reporting contact, if different from Exhibit A-2, and
- 3) A management fee contact, if different from Exhibit A-2, and
- 4) A logo for your company, and
- 5) A complete products and pricing document that includes the following:
 - a. All products and accessories available,
 - b. All available services,
 - c. All warranty options.

The products and accessories, services and warranty offerings must include the product name, product number and brief description along with the list price, discount off list and NASPO ValuePoint (NVP) final price.

If you have any questions regarding these requirements or other contractual matters, please contact me at DESContractsTeamCypress@des.wa.gov or 360-407-2218. I look forward to a mutually beneficial business partnership in the administration of our NASPO ValuePoint Master Agreement.

Sincerely,

Neva J. Peckham

Neva J. Peckham
Contracts Specialist

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

MOTOROLA SOLUTIONS, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

SUB-CATEGORY 1.1 RADIO SINGLE-BAND PORTABLE RADIO (P25)

SUB-CATEGORY 1.2 RADIO SINGLE-BAND MOBILE RADIO (P25)

SUB-CATEGORY 1.3 RADIO: SINGLE-BAND DESKTOP RADIO (P25)

SUB-CATEGORY 1.4 RADIO MULTI-BAND PORTABLE RADIO (P25)

SUB-CATEGORY 1.5 RADIO MULTI-BAND MOBILE RADIO (P25)

SUB-CATEGORY 1.6 RADIO MULTI-BAND DESKTOP RADIO (P25)

SUB-CATEGORY 1.7 RADIO BASE STATION/REPEATER (P25)

SUB-CATEGORY 2.1 RADIO CONVENTIONAL ANALOG PORTABLE (NON-P25)

SUB-CATEGORY 2.2 RADIO CONVENTIONAL ANALOG MOBILE (NON-P25)

SUB-CATEGORY 2.3 RADIO CONVENTIONAL ANALOG DESKTOP (NON-P25)

SUB-CATEGORY 2.4 RADIO CONVENTIONAL ANALOG BASE STATION/REPEATER (NON-P25)

CATEGORY 4 DISPATCH CONSOLES

COMPLETE TURNKEY RADIO SOLUTION

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Motorola Solutions, Inc., an Delaware corporation ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.
- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. PARTICIPANTS AND SCOPE. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

- 2.1. **PARTICIPATING ENTITIES.** Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.
- 2.2. **PURCHASING ENTITIES.** Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
- 2.3. **PARTICIPATING ADDENDUM.** Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
- 2.4. **PURCHASING ENTITY RIGHTS.** Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights

and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

- 2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3. ADDITIONAL WARRANTY OPTIONS – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.
- 3.4. AVAILABLE SERVICES – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

- 3.6. **PRODUCT UPDATES.** Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

System Solution providers may update their list of available products quarterly. Quarterly means the last day of each calendar quarter, see below.

Quarter	Submitted By	Effective Date
January 1-March 30	March 1 st	April 1 st
April 1-June 30	June 1 st	July 1 st
July 1- September 30	September 1 st	October 1 st
October 1-December 31	December 1 st	January 1 st

All System Solution available product options will be posted on the NASPO ValuePoint website. A minimum of thirty-three percent (33%) of the components offered in a complete Radio or Microwave System Solution must be indexed on the Awarded Contractor's Price List. Enterprise Services reserves the right to audit System Solution orders for compliance. Updates to System Solution available products must be submitted to the Lead Contract Administrator 30 days prior to the effective date of the change. Additional product options may be considered for approval with proper 30 day notice at the discretion of the Lead State.

- 3.7. **ECONOMIC ADJUSTMENTS.** All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price

list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.8. **PRICE CEILING.** Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
- 3.9. **COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.
- 3.10. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes as specified in this Agreement, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. These warranties do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; Purchasing Entity's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment to the repair depot; (vi) scratches or other

cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear.

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited

to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.

- 4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the

event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

A minimum of thirty-three percent (33%) of the solution components must be indexed on the Contractor's Price List. Prior to executing an order for a "Solution", Contractor shall provide Purchasing Entity a detailed Cost Proposal itemizing all proposed costs (including labor costs, employee benefits, travel, overhead and other direct costs) Contractor estimates it will incur in the performance of the work.

- (a) All order documents must, at a minimum, reference
 - the Cooperative Purchasing Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
- (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
- (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

- (b) Contractor shall ship all goods purchased pursuant to this Master Agreement Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.
- (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet

specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

- 5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.
- 5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.
- 5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the

Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

- 5.8. **SOFTWARE LICENSE AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's current version of the Software License Agreement is located on the NASPO ValuePoint website. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Software License Agreement, the Cooperative Purchasing Master Agreement shall prevail.
- 5.9. **SUBSCRIPTION SERVICES AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement that will apply to such transactions. Contractor's current version of the Subscription Services Agreement is located on the NASPO ValuePoint website. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Subscription Services Agreement, the Cooperative Purchasing Master Agreement shall prevail.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- Cooperative Purchasing Master Agreement No. 00318
 - Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - Contractor's Federal Tax Identification Number
 - Date(s) of delivery
 - Applicable goods/services
 - Invoice amount; and
 - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per

month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

- 7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781

Email: DESContractsTeamCypress@des.wa.gov

Tel: (360) 409-3223

Email: andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Email:
andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

- 8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall

include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.

- 8.3. **NASPO VALUEPOINT EXECUTIVE SUMMARY.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- 8.5. **CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.** Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 9.1. **NASPO VALUEPOINT COOPERATIVE PROGRAM.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. **LOGOS.** NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. **ANNUAL SUPPLIER BUSINESS REVIEW.** Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person

attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a Certificate of Insurance acceptable to Enterprise Services that (1) includes the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- 13. PUBLIC INFORMATION.** This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely

respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. **REMEDIES for DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.
- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be

construed to limit the rights and remedies available to either Party under the applicable commercial code.

- 14.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages. Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the \$2,000,000 per claim or \$30,000,000 aggregate liability; *provided*, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of gross negligence, personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought later than the limitations period specified by statute.

- 14.5. **GOVERNMENTAL TERMINATION.**

- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.
- (b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services

already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.
- 15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") to the extent arising from any negligent act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.
- 15.3. INDEMNIFICATION – Intellectual Property. The Contractor will defend at its expense any suit brought against NASPO, NASPO ValuePoint, Participating State or Purchasing Entity, ("Customer") to the extent it is based on a third party claim alleging Contractor manufactured equipment or Contractor software ("Contractor Product") directly infringes a United States patent or copyright ("Intellectual Property Claim") if Contractor receives reasonably prompt written notice of such claim or suit. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense.

If an Intellectual Property Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) modified by a third party other than Contractor
 - (c) specified by the Contractor to work with the Product; or
 - (d) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (e) it would be reasonably expected to use the Product in combination with such product, system or method.

This Section 15 provides Customer's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. Customer has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section 14.4.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 17.3. **INTEGRATED AGREEMENT.** This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. **AUTHORITY.** Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that

it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery. Contractor shall have reasonable opportunity to review, and if required, clarify such requirement or certification prior to accepting any such order.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.
- 17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its

obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not

strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

- 17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.
- 17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew
Elena McGrew
Its: Acting Statewide Enterprise Procurement
Manager

MOTOROLA SOLUTIONS, INC.
A DELAWARE CORPORATION

By: Neil Thomas
Neil Thomas
Its: Regional Vice President and Director of
Sales

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are required. Contractor's insurance coverage shall be the amounts specified. Coverage in the amounts of these limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability and, Commercial Automobile Liability, Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and amounts, have been secured. In addition, no less than five (5) days prior to coverage expiration, Contractor shall furnish to

Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
**Cooperative Purchasing Master Agreement
No. 00318 – Public Safety Communications Products, Services and Solutions**
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Cooperative Purchasing Master Agreement Insurance Certificate –
No. 00318 – Public Safety Communications Products, Services and Solutions**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Prior to utilizing any subcontractor, Contractor shall require any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

00318 NVP-MA Motorola Clean-20211221_MSI_signed

Final Audit Report

2022-01-04

Created:	2022-01-04
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATm9nOYpuw4mH_AHN_ril9XZfWe7EIZrX

"00318 NVP-MA Motorola Clean-20211221_MSI_signed" History

-  Document created by Neva Peckham (neva.peckham@des.wa.gov)
2022-01-04 - 3:00:02 PM GMT- IP address: 198.238.242.30
-  Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2022-01-04 - 3:01:00 PM GMT
-  Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
2022-01-04 - 4:25:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2022-01-04 - 10:19:39 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.
2022-01-04 - 10:19:39 PM GMT



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting (**Bob Robertson Interim Public Works Director, Brandon Crum Facilities Management Superintendent**)

Recommendation

Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting with American Lighting and Signalization, LLC utilizing the Florida Department of Transportation Contract No. E51C4, from an estimated amount of \$70,000.00 to \$110,000, an increase of \$40,000, for the period of January 11, 2025 through January 10, 2026 for the Public Works Department – Facilities Maintenance Division.

Background

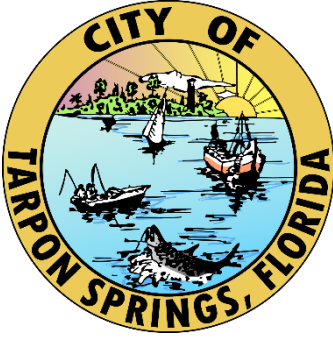
On September 17, 2024, the Board awarded the use of this contract. The purpose of this contract is to provide repairs, maintenance and installation of street lighting. When damages are sustained by auto accidents, costs may be refunded through insurance reimbursement (see attached memo). The Florida Department of Transportation competitively solicited this contract that allows for the utilization by Florida cities and counties. This contract is in effect through January 10, 2026.

Funding

Funding will be identified as repairs are needed. Some costs will be refunded through insurance reimbursement.

Strategic Plan Objective

N/A



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

To: Janina Lewis, Procurement Services Director

Through: Bob Robertson, P.E. Interim Public Works Director

From: Brandon Crum, Facilities Management Superintendent

Date: May 27, 2025

Subject: Increase Funding For File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting Utilizing the Florida Department of Transportation Contract No. E51C4

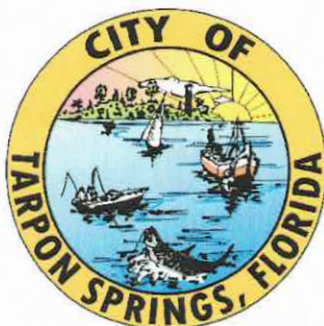
Recommendation:

Increase annual funding for File No. 240144-C-PH with American Lighting and Signalization, LLC for lighting repairs, maintenance and installation of street lighting from \$70,000 to \$110,000 (increase of \$40,000) for the period of January 11, 2025, through January 10, 2026.

Background:

On September 17, 2024, the Board awarded the use of this contract. The purpose of this contract is to provide repairs, maintenance and installation of street lighting, including repairs to light pole damage sustained by auto accidents (see attached memo). The Florida Department of Transportation competitively solicited this contract that allows for the utilization of Florida cities and counties. This current contract is in effect through January 10, 2026.

FUNDING: Funding source(s) will be identified as repairs are needed. Some costs will be refunded through insurance reimbursements.



CITY OF TARPON SPRINGS, FL
Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *[Signature]*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *[Signature]*
DATE: 9/17/2024
SUBJECT: Award File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting Utilizing the Florida Department of Transportation Contract No. E51C4

RECOMMENDATION:

Award File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting to American Lighting and Signalization, LLC utilizing the Florida Department of Transportation Contract No. E51C4, in an estimated amount of \$75,000.00 for the period of August 6, 2024 through January 10, 2025 for the Public Works Department – Facilities Maintenance Division.

BACKGROUND:

The purpose of this contract is to provide repairs, maintenance and installation of street lighting, including repairs to light pole damages sustained by auto accidents. The Florida Department of Transportation competitively solicited this contract that allows for the utilization by Florida cities and counties. This contract is in effect through January 10, 2025.

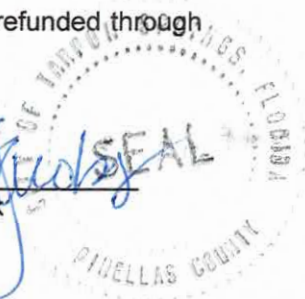
FUNDING: Funding will be identified as repairs are needed. Some costs will be refunded through insurance reimbursement.

Accepted by: _____

City Manager

Attest: _____

City Clerk





**Public Works Department
Office of the Director**

To: Janina Lewis, Procurement Services Director
From: Tom Funcheon, Public Works Director
Date: August 6, 2024
Subject: Lighting Repairs, Maintenance and Installation of Street Lighting

Recommendation:

Award File No. 240144-C-PH with American Lighting and Signalization, LLC for lighting repairs, maintenance and installation of street lighting in annual amount of \$75,000 for the period of August 6, 2024, through January 10, 2025.

Background:

When damages are sustained by auto accidents, costs may be refunded through insurance reimbursement.

Funding will be identified as repairs are needed as this is a citywide contract.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED W. PERDUE, P.E.
SECRETARY

January 9th, 2025

American Lighting and Signalization, LLC
11639 Davis Creek Road East
Jacksonville, FL 32256
(904)886-4300 / bhoang@asplundh.com
Vendor Number: F592554039

RE: NOTICE TO PROCEED

Contract Number: E51C4-R2

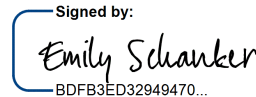
Financial Project ID: 427986-1-72-30

Counties/Description: District-wide Highway Lighting Repair and Replacement

Dear Sir or Madam:

This is to notify you that the 2nd renewal for Contract E51C4 was executed on January 7th, 2025. You are hereby issued this Notice to Proceed, effective January 11th, 2025. Time charges shall begin January 11th, 2025. Please contact the Project Administrator, Brahim Sahraoui at (407)-278-2771, for further information.

Sincerely,

Signed by:

BDFB3ED32949470...

01/09/2025 | 6:03 PM EST

For
Ron Meade, P.E.
District Maintenance Engineer

RM:RH

cc: Brahim Sahraoui, Project Administrator
Emily Schanker, P.E. District Maintenance Production Engineer

BOND NO 107740794

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: E51C4 Renewal: (1st, 2nd, etc.) 2nd & Final
 Financial Project No(s): 427957-1-72-40
 County(ies): Brevard, Orange, Osceola, Volusia, Lake, Seminole, & Marion

This Agreement made and entered into this 7th day of January, 2025, by and between the State of
 (This date to be entered by DOT only.)
 Florida Department of Transportation, hereinafter called "Department", and American Lighting and Signalization, LLC
 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 9th day of January, 2023
 (This date to be entered by DOT only)
 entered into an Agreement whereby the Department retained the Contractor to perform highway lighting repairs on an as-
needed basis within the District; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties
 and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
 to the other, the parties agree to a renewal of said original Agreement for a period beginning the 11th day of January, 2025
 and ending the 10th day of January, 2026 at a cost of \$300,000.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,
 month, and year set forth above.

American Lighting & Signalization, LLC
 Name of Contractor

Ronald Hallock, Assistant Secretary
 Contractor Name and Title

BY: Ronald Hallock
 Authorized Signature

Travelers Casualty and Surety Company of America (SEAL)
 Name of Surety

Hartford Connecticut
 City State

By: Patricia A. Rambo 12/24/2024
 Florida Licensed Insurance Agent or Date
 Attorney-In-Fact (Signature) Patricia A. Rambo, Attorney-in-Fact
 Florida License No W382801

Countersigned: N/A 12/24/2024
 Florida Licensed Insurance Agent Date

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

Signed by:
 BY: [Signature]
 District Secretary or Designee (Signature)

Title: District Maintenance Engineer

DocuSigned by:
 Legal: [Signature]
 A5148259631D422...

Fiscal: -----
 Approval as to Availability of Funds



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia A Rambo of Philadelphia, Pennsylvania**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof (including any and all consents required by the Florida Department of Transportation or the Central Florida Expressway Authority incident to the release of retained percentages and/or final estimates) on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

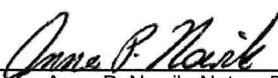
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

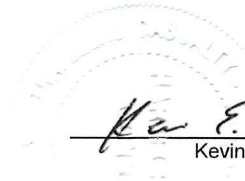
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

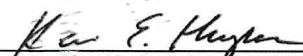
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **December**, **2024**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ALL-PURPOSE ACKNOWLEDGMENT-SURETY

State of New Jersey

County of Camden

On 12/24/2024 before me, Dana L. Donahue, Notary Public, personally appeared Patricia A. Rambo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Dana L. Donahue



Dana L Donahue
Notary Public
State of New Jersey
Camden County

Commission Number 50184265
My Commission Expires February 1, 2027

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PATRICIA A RAMBO

License Number : W382801

Non Resident Insurance License

• 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

02/09/2017

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

To: Richard.Hardy@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

E51C4
12/13/2024

CONTRACT INFORMATION

Contract:	E51C4
Contract Type:	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINT)
Method of Procurement:	X - COMPETITIVE BID (337.11, F.S.; 334.30, F.S.)
Vendor Name:	AMERICAN LIGHTING AND SIGNALIZA
Vendor ID:	F592554039001
Beginning Date of This Agreement:	01/11/2023
Ending Date of This Agreement:	01/10/2025
Contract Total/Budgetary Ceiling:	ct = \$1,300,000.00
Description:	Highway Lighting

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 12/13/2024

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55054030511
Expansion Option:	A1
Object Code:	242059
Amount:	\$300,000.00
Financial Project:	42795717240
Work Activity (FCT):	400
CFDA:	
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088712/25
Amendment ID:	S002
Sequence:	00
User Assigned ID:	R 2
Enc Line (6s)/Status:	0003/04

Total Amount: \$300,000.00

BOND NO 107740794

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT BOND375-020-27
CONTRACTS ADMINISTRATION
OGC - 08/19
Page 1 of 2**KNOW ALL MEN BY THESE PRESENTS:** That we, American Lighting and Signalization, LLC

(Entity Name) having its principal place of business at 11639 Davis Creek Road East, Jacksonville, FL 32256,
(904) 886-4300 (Bidding Office Street Address, City, State, Zip and Phone #,)
 (hereinafter called Principal or Contractor) and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
 hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida,
 having its principal place of business at One Tower Square, Bond/5PB, Hartford CT 06183
dtrefz@travelers.com

(City, State, Zip, Email Address) are held and firmly bound unto the State of Florida, in the full and just sum of
 Three Hundred Thousand and 00/100

DOLLARS (\$ 300,000.00), lawful money of the United States of America, to be paid to the Florida Department
 of Transportation, to which payment well and truly be made we bind ourselves, our heirs, executors, administrators,
 successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has
 subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), for
 constructing or otherwise improving a road(s), bridge(s), and building(s)

The work under this Contract consists of repair and replacement of various elements of the highway lighting system on
Department maintained roadways on an as-needed basis

in District-Wide County(ies),
 particularly known as Federal Aid Project No(s): N/A

Financial Project No(s). 427957-1-72-40 Contract No. E51C4-2

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and
 WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the
 conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section
 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and
 specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and
 specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial
 or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2)
 years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make
 payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01,
 Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract
 (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay
 all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract,
 and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such
 cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by
 reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not
 be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the
 Contractor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and
 disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds
 and if the Department at its sole option demands that the Surety take over the project and provided further that should
 the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the
 Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the
 Department's express written consent and, finally, if the subject Contract required contractor qualification, under Section
 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department, to
 perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the
 work to be performed therein or the granting of any extension of time for the performance of the Contract or any other
 forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the
 Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability
 hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this
 bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of
 any modified contract amount up to and including 25 percent over the original contract amount and without regard to the
 fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original
 contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the

original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

WITNESS the signature of the principal (Contractor) and the signature of the Surety by Patricia A. Rambo its Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 24th day of December, 2024.

Complete the following as appropriate

Entity Name: <u>American Lighting and Signalization, LLC</u>	(Seal)
Authorized Signature: <u>Ronald Hallock</u>	Name & Title (Print): <u>Ronald Hallock / Vice President</u>
*Signature: _____	Name & Title (Print): _____

*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of <u>Connecticut</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: <u>N/A</u>	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By: <u>Patricia A. Rambo</u> (Seal)
Name: <u>Patricia A. Rambo</u>	Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Business Address: <u>Two Logan Sq, Philadelphia, PA19103</u>	☒ Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block)
Telephone: <u>215-255-1724</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Email Address: <u>patricia.rambo@aon.com</u>	

Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work in accordance with Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to:

District 5

Florida Department of Transportation, District 5
Construction Engineer or Maintenance Engineer
719 South Woodland Blvd.
Deland, FL 32720-6834
Phone # (386) 943-5000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT AFFIDAVIT375-020-30
CONTRACTS ADMINISTRATION
OGC - 10/07STATE OF New Jersey
COUNTY OF CamdenBefore me, the undersigned authority, personally appeared Patricia A. Rambo

(Attorney-In-Fact)

who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws

of the State of N/A (If applicable, otherwise N/A), to represent TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Surety Co.)
of Hartford, CT (City and State) a company authorized to make surety bonds under the laws of the
State of Florida.Patricia A. Rambo

(Attorney-In Fact for Surety Co.)

further certifies that as Attorney-in-Fact

for the said TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA has signed the attached bond in the sum of\$ 300,000.00 on behalf of American Lighting and Signalization, LLC (Contractor)
covering Financial Project No.(s) 427957-1-72-40 ;Contract No.(s) E51C4-R2 ; in Districtwide County(ies), Florida.Said Patricia A. Rambo further certifies that the premium on the
said bond is \$675.00, which will be paid in full direct to him/her asAttorney-in-Fact, and included in his/her regular accounts to the said TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Surety)
and that he/she will receive a regular commission of 17.5% per cent as

Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

N/A per cent to N/A

(If applicable, otherwise N/A)

(N/A, if not applicable)

who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Agent of Attorney-in-Fact

Patricia A. Rambo, Attorney-in-Fact

Sworn to and subscribed before me this 24th day of December, 2024 byPatricia A. Rambo (name of affiant) . He/She is personally known to me or has producedlicense as identification.
(type of identification)**SEE ATTACHED SURETY NOTARY ACKNOWLEDGMENT**Dana L. Donahue 2/1/2027
(Notary Signature) (Notary's printed name) My commission expiresNotary Public State of NEW JERSEY**COUNTERSIGNED (If applicable):**N/A

Florida Licensed Insurance Agent

ALL-PURPOSE ACKNOWLEDGMENT-SURETY

State of New Jersey

County of Camden

On 12/24/2024 before me, Dana L. Donahue, Notary Public, personally appeared Patricia A. Rambo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Dana L. Donahue



Dana L. Donahue
Notary Public
State of New Jersey
Camden County

Commission Number 50184265
My Commission Expires February 1, 2027



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia A Rambo of Philadelphia, Pennsylvania**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof (including any and all consents required by the Florida Department of Transportation or the Central Florida Expressway Authority incident to the release of retained percentages and/or final estimates) on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

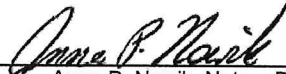
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

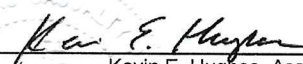
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **December**, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PATRICIA A RAMBO

License Number : W382801

Non Resident Insurance License

• 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

02/09/2017

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

12/30/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Two Logan Square 100 North 18th Street, 16th floor Philadelphia, PA 19103		Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069		CONTACT NAME: PHONE (A/C, No, Ext): 215-255-2000 FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED American Lighting and Signalization, LLC 708 Blair Mill Road Willow Grove, PA 19090				INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Insurance America, Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 22322 24554	

COVERAGES

CERTIFICATE NUMBER: 135633

REVISION NUMBER: 2145136521

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	POLICYNUMBER	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:	X		RGD300136207	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ \$10,000 Med Pa ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			RAD943783707 (AOS) RAD943786807 (VI)	8/1/2024	8/1/2025	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 \$
B	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	RWD300135807 (AOS) RWR300135907 (AL, AK, AZ, MN, NE, OK, WI)	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Contract # E51C4-R2

Florida Department of Transportation is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER

Florida Department of Transportation - District Five
 719 S Woodland Blvd/MS: 524
 DeLand, FL 32720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: RGD3001362-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Florida Department of Transportation – District 5 719 S. Woodland Blvd DeLand, FL 32720	All locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RGD3001362-07

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Florida Department of Transportation – District 5 719 S. Woodland Blvd DeLand, FL 32720	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Amend File No. 250082-C-PH, Food Products and Supplies (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Amend File No. 250082-C-PH, Food Products and Supplies, utilizing Sourcewell Contract No. 040522 with Sysco Corporation, in an annual amount not to exceed \$60,000, for Citywide usage.

Background

On January 9, 2025, File No. 250082-C-PH, utilizing Sourcewell Contract No. 040522, was administratively approved to provide food products and supplies in an estimated annual amount of \$24,900 for the Golf Course. This Amendment request is to provide for pre-staging for the upcoming storm season and will enable essential personnel during the activation of the Emergency Operations to purchase food, cutlery and beverages as well as continue to provide support for the Golf Course (see attached memo).

The purpose of this contract is to provide food products and supplies on an as-needed basis. Sysco was awarded a contract through Sourcewell which is a cooperative contract available for use by public entities.

Funding

Funding will be identified in accounts 001-1105-522.52-00, Emergency Management Operating Supplies; 402-4305-536.52-00, RO Plant Operating Supplies; and 402-4603-536.52-00, Wastewater Operating Supplies.

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

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



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

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: Request for Emergency Food and Beverage to Sysco Contract No. 250082-C-PH
Date: May 7, 2025

Recommendation

The Fire Department requests approval for emergency food and beverage for the Public Safety Building, Wastewater, and RO Plant to be added to Sysco Contract No. 250082-C-PH in an amount not to exceed \$30,000.

Background

During emergency situations that require the activation of the EOC, essential personnel are required to remain onsite for extended periods of time. These individuals provide critical services and must be supported to ensure sustained operations and effective emergency response.

The requested amount will be used to purchase food, cutlery, and beverages to support EOC staff, Wastewater, and RO Plant personnel during emergency activations. Providing proper nourishment is essential for the health, morale, and operational efficiency of all involved.

Funding

FY25 Funding for this will come out of accounts: *Emergency Management Operating Supplies* 001-1105-522.52-00, *RO Plant Operating Supplies* 402-4305-536.52-00, and *Wastewater Operating Supplies* 402-4603-536.52-00.

**Addendum Application #**

NLA-77002

Existing Location Information**First Name**

Patty

Last Name

Hall

Email

phall@ctsfl.us

**Customer Billing Account
Number**

037-838667

**Customer Billing Account
Name**

CITY OF TARPON SPRINGS

Sysco Site

037 - WEST COAST FLORIDA

New Location Information**Account Name**

PUBLIC SAFETY DEPT

Street Address

444 S HUEY AVE

Country

United States

City

TARPON SPRINGS

State/Province

FL

Zip/Postal Code

34689

Sysco Site

037 - WEST COAST FLORIDA

**Is your Business/Organization a
registered Tribal member?**

No

**Is your Delivery location on
Tribal Land?**

No

Accounts Payable Contact**First Name**

Patty

Last Name

Hall

Phone

+1(727) 938 - 3711

Email

phall@ctsfl.us

**Would you like to receive
e-Statement?**

Yes

Email for e-Statement

phall@ctsfl.us

Tax Information**Are you Sales Tax Exempt/Resale?**

Yes

 Thank you for your submission of sales tax documents. Documentation submitted is subject to review and approval.

Terms and Conditions

- ☒ By checking this checkbox, I have read and agreed to above Terms and Conditions, [click here to print](#).
- ☒ I agree to the attached Customer Tax Policy, [click here to print](#)

Signature

Patty Hall

Date: May 27, 2025

**Addendum Application #**

NLA-77001

Existing Location Information**First Name**

Patty

Last Name

Hall

Email

phall@ctsfl.us

**Customer Billing Account
Number**

037-838667

**Customer Billing Account
Name**

CITY OF TARPON SPRINGS

Sysco Site

037 - WEST COAST FLORIDA

New Location Information**Account Name**

RO PLANT

Street Address1624 L AND R INDUSTRIAL
BLVD**Country**

United States

City

TARPON SPRINGS

State/Province

FL

Zip/Postal Code

34689

Sysco Site

037 - WEST COAST FLORIDA

**Is your Business/Organization a
registered Tribal member?**

No

**Is your Delivery location on
Tribal Land?**

No

Accounts Payable Contact**First Name**

Patty

Last Name

Hall

Phone

+1(727) 938 - 3711

Email

phall@ctsfl.us

**Would you like to receive
e-Statement?**

Yes

Email for e-Statement

phall@ctsfl.us

Tax Information

Are you Sales Tax Exempt/Resale?

Yes

 Thank you for your submission of sales tax documents. Documentation submitted is subject to review and approval.

Terms and Conditions

- ☒ By checking this checkbox, I have read and agreed to above Terms and Conditions, [click here to print](#).
- ☒ I agree to the attached Customer Tax Policy, [click here to print](#)

Signature

Patty Hall

Date: May 27, 2025



Public Services Department

Memorandum

Date: Jan. 5, 2025
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director (TK)
From: Howard Hunt, Golf Course Manager
Subject: Award Contract with Sysco Foods

Recommendation

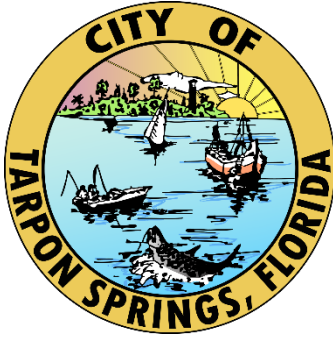
Award contract No. 250082-C-PH with Sysco Foods for the Food and Beverage contract for the City golf course in an amount not to exceed \$24,900 through November 1, 2025. The contract is through Omnia Partners (Sourcewell), solicitation No. 040522, effective 6/28/22 through 6/3/2026 with the option to renew for one additional year.

Background

This contract will be used for as-needed purchases to support the food and beverage program at the Tarpon Springs Golf Course Snack Bar. The previous vendor for the Food and Beverage operations at the golf course, Cheney Brothers Food Service, has lost their contract and after researching available options, the golf course management selected Sysco Foods as the new vendor.

Funding

Funding for Food and Beverage expenses will be from Snack Bar Food account 407-4903-572-52-00, and Snack Bar supplies account 407-4903-572-52-01.



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: Patty Hall, CPPB, Senior Procurement Analyst
DATE: 1/09/2025
SUBJECT: Administrative Approval to Award File No. 250082-C-PH, Food Products and Supplies, Utilizing Sourcewell (Omnia Partners) Contract No. 040522

RECOMMENDATION:

Award File No. 250082-C-PH, Food Products and Supplies, utilizing Sourcewell (Omnia Partners) Contract No. 040522 with Sysco Corporation in an estimated amount not to exceed \$24,900 through November 1, 2025, for the City Golf Course.

BACKGROUND:

The purpose of this contract is to provide food products and supplies as needed at the Golf Course snack bar. Sysco was awarded a contract through Sourcewell which is a cooperative contract available for use by public entities (see attached memo).

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

Date of Approval: 1/9/2025



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250097-B-AS, LED Community Center Sign & Installation (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250097-B-AS, LED Community Center Sign and Installation to Kenco Sign & Awning LLC, in an estimated total amount not to exceed \$50,655 for the Public Services Department – Recreation Services division.

Background

The purpose of this contract is to furnish and install a new landmark LED sign at the City's Community Center to replace the current sign that is inoperable. Procurement Services issued the subject bid, and five (5) bids were received. Kenco Sign & Awning LLC provided the lowest, responsive, and responsible bid. The requested authorization includes a 10% contingency for unforeseen circumstances related to the final design and installation of the new sign, and removal of the existing sign.

Funding

Account no. 001-1402-572.6300 Project No. CR2510

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: June 2, 2025
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director 
From: Jamie Taylor, Recreation Superintendent
Subject: Award File No. 250097-B-AS, LED Community Center Sign and Installation

Recommendation

Award File No. 250097-B-AS, LED Community Center Sign and Installation, to Kenco Sign and Awning LLC in an amount not to exceed \$50,655.

Background

On May 13, 2025, the City issued an Invitation to Bid for the Community Center LED sign and installation. The contract was competitively bid, and the City received a total of five (5) responses.

The purpose of this contract is to replace our current inoperable landmark sign on the Community Center property at the corner of Lime Street and Walton Avenue (see attached memo).

Kenco Sign and Awning LLC submitted the lowest bid of \$46,050.00, and a 10% contingency for unforeseen circumstances has been added.

Funding

Funding will come from account 001-1402-572.63-00, project number CR2510.

Tabulation of Submittals
 For
 Bid No. 250097-B-AS
 LED Community Center Sign and Installation
 Tuesday, May 13, 2025 @ 3:00 p.m.

Company	Amount
Kenco Sign & Awning LLC Holly Hill, FL	\$46,050.00
Global Sign & Awning Tarpon Springs, FL	\$54,812.00
Blink Marketing Inc. Cleveland, OH	\$57,719.00
i2 Visual, Inc. Fort Myers, FL	\$62,150.00
Baron International LLC d/b/a Baron Signs Jupiter, FL 33478	\$80,941.35

Broadcast: 3,064 Planholders: 38 Responses: 5

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.

4.3 RENEWAL. There are no renewal options for this contract.

4.4. PRICES. All pricing shall be firm; except where otherwise provided by the specifications, and include all transportation, insurance, and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

BID FORM

BID NO. 250097-B-AS

LED COMMUNITY CENTER SIGN AND INSTALLATION

BIDDER KENCO SIGN AND AWNING LLC

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

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

1. In submitting this Bid, Bidder represents that:

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

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
4/28/2025	1		

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

KENCO SIGN AND AWNING LLC
1539 Garden Avenue, Holly Hill, FL 32117
ledpartnersfl@gmail.com



I am pleased to enclose my proposal for. I look forward to the possibility of working with you on this project.

Raymond Webb, President
KENCO SIGN AND AWNING LLC

Kenco Sign and Awning LLC is a high-quality, experienced sign company that manufactures, services and installs on-site Commercial Advertising Digital Displays throughout the State of Florida. Our services include project management, engineering, verifying local ordinances, obtaining variances and permits, fabrication and installation. The safety of our employees and customers is our main priority.

Raymond Webb, President and owner of Kenco Sign and Awning LLC, has 40+ years of experience in the sign industry. During his career he successfully completed over 8,000 projects with no defaults. Raymond is a Florida state contractor with a qualifying state certified Electronic Sign Specialty (ES) License and a Bachelor's Degree in Structural Engineering from the University of Florida.

Our main office is conveniently located between Jacksonville and Miami; northeast of Orlando makes it easy for us to travel to our customers all over the state of Florida. Our secondary offices are in Winter Haven and Fort Lauderdale.

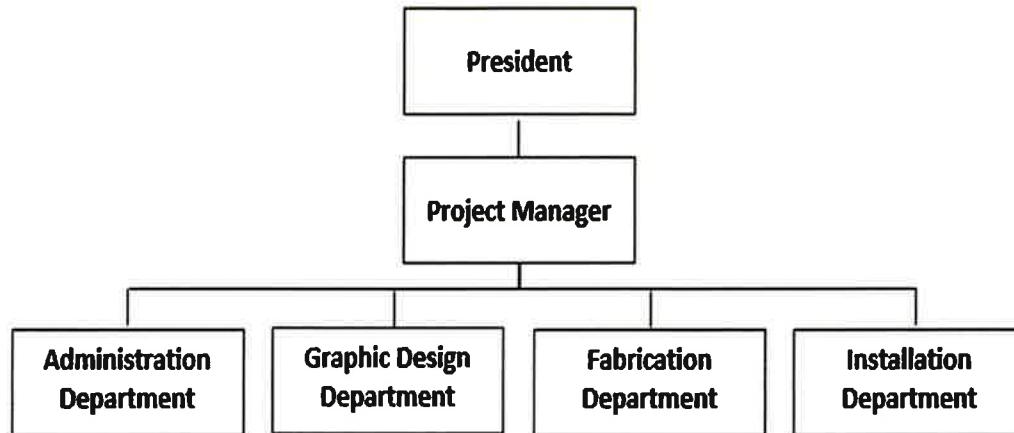
Kenco Sign and Awning LLC possesses the right qualifications and many years of experience to perform the scope of work for this project magnificently and timely.

COMPANY BACKGROUND:

KENCO SIGN AND AWNING LLC was formed and incorporated on March 13, 2012.

- Address: 1539 Garden Avenue, Holly Hill, FL 32117
- Phone: (386) 672-1590
- Email: ledpartnersfl@gmail.com
- EIN: 45-5041877
- DUNS: 13-756-8072

KENCO SIGN AND AWNING LLC
1539 Garden Avenue, Holly Hill, FL 32117
ledpartnersfl@gmail.com



Raymond Webb, President

- Plan, develop projects and set goals
- Create a schedule and project timeline
- Oversee the project
- Monitor project progress and ensure the final product meets the expected requirements
- Manage Budget
- Support and direct team

Kenny Webb, Project Manager

- Ensure all tasks and project materials are delivered promptly
- Manage all resources necessary for project execution
- Monitor progress
- Ensure top-quality results and success of the project

Kelly Minott, Office Manager

- Manage correspondence
- Permitting
- Invoicing
- Support team
- Manage documentation

Pat Bernot, Accounting/Bid Writer

- Accounting (Payables and Receivables)
- Bid Writer
- Support team
- Manage documentation

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kenco Sign & Awning, LLC
1539 Garden Avenue
Holly Hill, FL 32117

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Tarpon Springs, FL
324 East Pine Street
Tarpon Springs, FL 34688

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Furnish and Install LED Community Center Sign for the City of Tarpon Springs - Bid No.: 250097-B-AS -
LED COMMUNITY CENTER SIGN AND INSTALLATION

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of May, 2025


(Witness)


(Witness) Michelle Ramirez

Kenco Sign & Awning, LLC

(Principal)

(Seal)

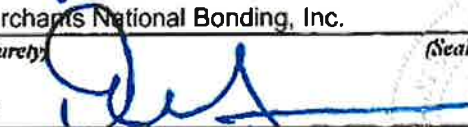
By: 

(Title)

Merchants National Bonding, Inc.

(Surety)

(Seal)

By: 

(Title) David R. Hoover

Attorney-in-Fact

Surety Phone No. 515-243-8171

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David R Hoover

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



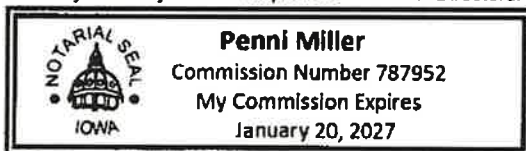
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May, 2025.



William Warner Jr.
Secretary

BID FORM PRICING

**BID NO. 250097-B-AS
LED COMMUNITY CENTER SIGN AND INSTALLATION**

PRICING TAB - SEE PRICING SHEET OF BID SOLICITATION ON BONFIRE

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

Payment: We accept Visa for payment: ___ Yes ☒ No. Payment must be processed in 21 days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

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

Six _____ months for One _____ additional units after award of this bid.
(Number) (No. of Units*)

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

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

Bidder: KENCO SIGN AND AWNING LLC

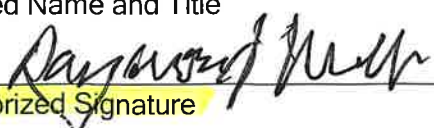
Address: 1539 GARDEN AVE

City: HOLLY HILL State: FL Zip: 32117

Phone No.: 386-672-1590 Fax No.: 386-677-2910 Email: ledpartnersfl@gmail.com

RAYMOND WEBB, PRESIDENT

Printed Name and Title


Authorized Signature

MAY 7, 2025

Date

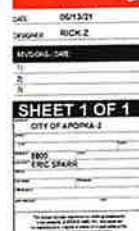
List at least 5 References

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

1. Project/Contract Name:	HILLSBOROUGH COUNTY PUBLIC SCHOOLS
Dollar Value:	VARIES DEPENDING UPON SIGN REQUIREMENTS
Contact Name:	DANIEL STERMER
Email/Phone Number:	daniel.stermer@hcps.net / (813) 635-1125
Agency/Company Name:	HILLSBOROUGH COUNTY PUBLIC SCHOOLS
Address:	901 EAST KENNEDY BLVD, TAMPA, FL 33602
Date completed/or if in Progress:	2022 - ONGOING
2. Project/Contract Name:	CITY OF KEY WEST HISTORICAL SEAPORT
Dollar Value:	210,000.00
Contact Name:	KAREN OLSON
Email/:	kolson@cityofkeywest-fl.gov
Phone Number	(305) 809-3803
Agency/Company Name:	CITY OF KEY WEST
Address:	201 WILLIAM STREET, KEY WEST, FL 33040
Date completed/or if in Progress:	2024 - 2025
3. Project/Contract Name:	CITY OF SOUTH MIAMI WELCOME SIGNAGE
Dollar Value:	
Contact Name:	AURELIO CARMENATES
Email/:	acarmenates@southmiamifl.gov
Phone Number	(305) 403-2072
Agency/Company Name:	CITY OF SOUTH MIAMI
Address:	5130 SUNSET DRIVE, SOUTH MIAMI, FL 33143
Date completed/or if in Progress:	2022
4. Project/Contract Name:	CITY OF APOPKA ILLUMINATED MONUMENT SIGN
Dollar Value:	
Contact Name:	CYNTHIA EDWARDS
Email/Phone Number:	cedwards@apopka.net
Agency/Company Name:	CITY OF APOPKA
Address:	120 E MAIN STREET, APOPKA, FL 32703
Date completed/or if in Progress:	2022
5. Project/Contract Name:	NORTH AND SOUTH COUNTY LANE SIGNAGE
Dollar Value:	
Contact Name:	SKY WHEELER

Email/Phone Number:	sky.wheeler@marionfl.org / (352) 438-2800
Agency/Company Name:	MARION COUNTY BOARD OF COUNTY COMMISSIONERS
Address:	109 W SILVER SPRINGS BLVD, OCALA, FL 34475
Date completed/or if in Progress:	2023

Company/Entity Name: City of Apopka		
Address: 120 E Main Street		
City: Apopka	State: FL	Zip Code: 32703
Contact Name: Cynthia Edwards	Title: Recreation Manager	
Phone No: 407-703-1640	Fax: N/A	Email: cedwards@apopka.net
Date of Service or Contract Period: April 2021 - December 2021		Location: 10 N Forest Ave. Apopka, FL 32703
Summary of Service Performed: Fabrication & Installation of Double Face Illuminated Monument Sign Governmental		

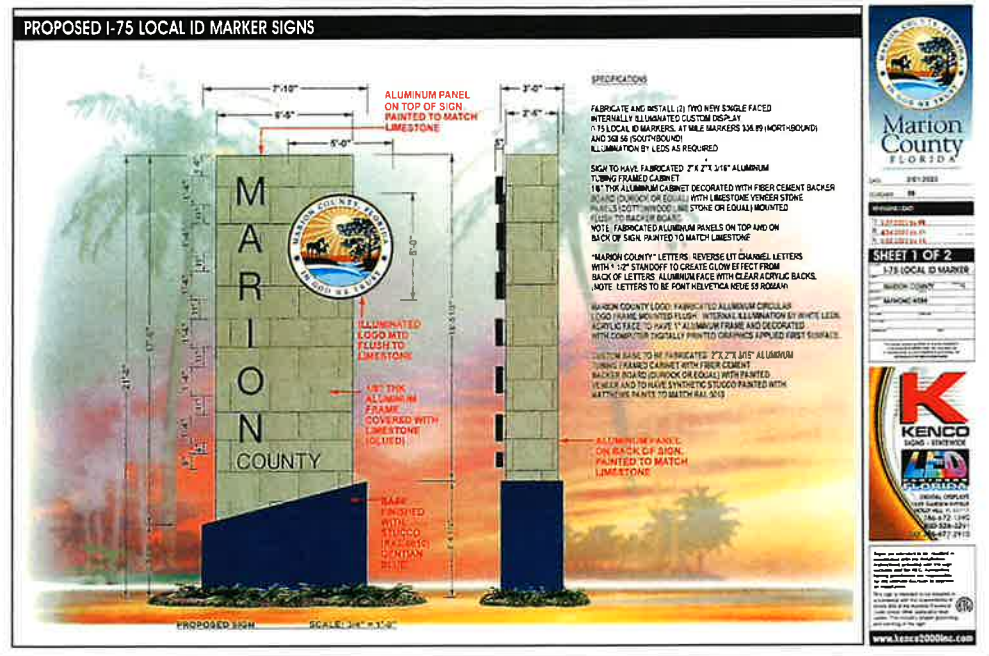


SPECIFICATIONS:
 MANUFACTURE & INSTALL NEW DOUBLE FACE ILLUMINATED MONUMENT SIGN.
 ALL ALUMINUM CONSTRUCTION W/ ROUTED FACES & PUSH THRU ACRYLIC COPY & LOGOS.
 INTERNAL LED ILLUMINATION. SIGN TO HAVE FULL COLOR 10MM WATCHFIRE LED MESSAGE DISPLAY 120 X 210 MATRIX.
 COLUMNS & PLANTER BOX TO HAVE PRECAST STONE VENEER FROM J & N STONE.
 8'-0" X 8'-0" = 64 SQUARE FEET SCALE: 1 / 2" = 1'-0"



Professional References from Previous Experience

Company/Entity Name: Marion County Board of County Commissioners		
Address: 109 W Silver Springs Blvd.		
City: Ocala	State: FL	Zip Code: 34475
Contact Name: Sky Wheeler	Title: Manager of Tourist Development	
Phone No: 352-438-2800	Fax: N/A	Email: Sky.Wheeler@marionfl.org
Date of Service or Contract Period: 4/18/23 - 12/14/23		Location: Marion County
Summary of Service Performed: Fabrication & Installation of North & South County Lane Signage Governmental		



KENCO SIGN AND AWNING LLC
1539 Garden Avenue, Holly Hill, FL 32117
ledpartnersfl@gmail.com



Ref #XX. Company Name: **The City of Key West Historic Seaport**

Company Name: Key West Historic Seaport

City, State: Key West, Florida

Date of Service: Ongoing Project – 2022-current

Contact Person: Karen Olson – Deputy Director

Telephone Number: (305) 809-3803

Email Address: kolson@cityofkeywest-fl.gov

Description of Services: Exterior Signage System Key West Historic Seaport

Contract Amount: \$299,860.00

Star/End Date of Contract: 2022-current





QUESTIONNAIRE

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

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

<u>Company Name: KENCO SIGN AND AWNING LLC</u>		
<u>Contact Name: RAYMOND K. WEBB</u>		
<u>Address: 1539 GARDEN AVE</u>		
<u>Address:</u>		
<u>City: HOLLY HILL</u>	<u>State: FL</u>	<u>Zip: 32117</u>
<u>Telephone: 386-672-1590</u>	<u>Fax: 386-677-2910</u>	
<u>E-Mail Address: ledpartnersfl@gmail.com</u>	<u>Website:</u>	

2. How long has your firm been in business? 15

3. How long has your firm provided these services? 15

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

5. How many full and part-time employees do you currently employ?
 Full-time: 20 Part-time: 0

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

Category	# of employees
CLERICAL	5
MANUFACTURING	12
SALES	2
INSTALLATION	1

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

RAYMOND WEBB, PRESIDENT - With more than 40 years experience and an Engineering Degree and Electrical Specialty License

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

KENCO has a fleet of trucks and necessary equipment for sign installation

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

Do not anticipate needing any additional equipment

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

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



October 09, 2024

To Whom it May Concern:

Effective January 1, 2024, the ordinance requiring a Volusia County business tax receipt is repealed and a Volusia County business tax receipt is no longer required for any business located within Volusia County. This statement can also be found on our website at the following link: <https://www.volusia.org/services/business-services/revenue-services/business-tax-receipt/> . Attached is a copy of the ordinance containing the changes where the language requiring a Business Tax Receipt has been stricken from the ordinance.

I hope this information proves to be useful.

Respectfully,

A handwritten signature in black ink, appearing to read "Kerry Leuzinger", with a long, sweeping horizontal stroke extending to the right.

Kerry Leuzinger
Chief Building Official

City of Holly Hill, FL

1065 Ridgewood Ave
Holly Hill, FL 32117
(386) 248-9442

BUSINESS TAX RECEIPT

Business Name: KENCO SIGN AND AWNING

Business Location: 1539 GARDEN AVE
Holly Hill, FL 32117

Owner: Raymond Webb

License Number: CONL-000627

Issued Date: 9/4/2024

Expiration Date: 9/30/2025

Mailing Address: 1539 GARDEN AVE
Holly Hill, FL 32117

License Type: Construction

Classification: Sign Installer

Fees Paid: \$275.17

HOLLY HILL

- * THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- * TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- * BUSINESS MUST COMPLY WITH CITY ORDINANCE.

TO BE POSTED IN A CONSPICUOUS PLACE

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) KENCO SIGN AND AWNING LLC		
	2 Business name/disregarded entity name, if different from above. KENCO SIGN AND AWNING LLC		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 1539 GARDEN AVENUE	Requester's name and address (optional)	
	6 City, state, and ZIP code HOLLY HILL, FL 32117		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

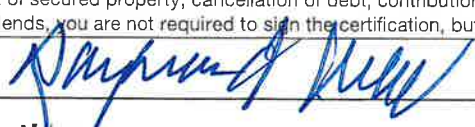
Social security number								
			-			-		
or								
Employer identification number								
4	5	-	5	0	4	1	8	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 2.21.25
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General Instructions

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

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

What's New

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

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

Purpose of Form

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

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

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

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Pamela Dumont

PHONE

(A/C, No, Ext): (352) 867-2879

FAX

(A/C, No): (352) 368-2309

E-MAIL ADDRESS: Pamela.Dumont@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Evanston Insurance Company

35378

INSURER B: Auto-Owners Insurance Company

18988

INSURER C: Insurance Company of the West

27847

INSURER D:

INSURER E:

INSURER F:

INSURED

Kenco Sign and Awning, LLC; LED Partners Florida, LLC
1539 Garden Avenue
Holly Hill, FL 32117

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR		3AA784894	5/16/2024	5/16/2025	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY					
	☒ ANY AUTO		4213596702	5/13/2024	5/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB ☒ OCCUR					
	☒ EXCESS LIAB CLAIMS-MADE		EZXS3157921	5/16/2024	5/16/2025	EACH OCCURRENCE \$ 2,000,000
	DED RETENTION \$					AGGREGATE \$ 2,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N N/A	WFL507636901	3/1/2025	3/1/2026	☒ PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

CERTIFICATE HOLDER

City of Tarpon Springs
324 E Pine Street
Tarpon Springs, FL 34688

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State of Florida

Department of State

I certify from the records of this office that KENCO SIGN AND AWNING LLC is a limited liability company organized under the laws of the State of Florida, filed on March 13, 2012.

The document number of this limited liability company is L12000036255.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 30, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of April, 2024*




Secretary of State

Tracking Number: 2392239182CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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



LICENSE NUMBER: ES12001286

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



DRUG FREE WORKPLACE FORM

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

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

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

VENDOR'S PRINTED NAME: RAYMOND WEBB

AUTHORIZED SIGNATURE:



NO-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF VOLUSIA

RAYMONG WEBB being first duly sworn deposes and says that:

BIDDER is the PRESIDENT

(Owner, Partner, Officer, Representative or Agent)

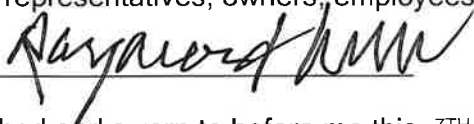
BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

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

By

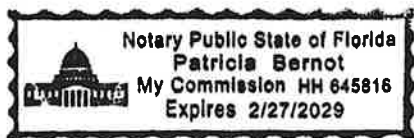


Subscribed and sworn to before me this 7TH day of MAY, 2025.

Personally known X OR Produced identification Type of identification produced

Notary Public (Signature)

My Commission Expires: 2-27-2029



LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: Raymond Webb
Signature

Patricia Perry
Witness

RAYMOND WEBB

(Printed Name)

PRESIDENT

(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City

(List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☒ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

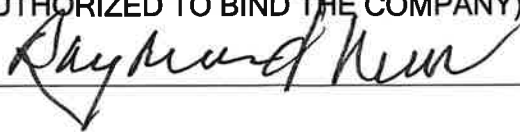
☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: KENCO SIGN AND AWNING LLC

NAME (PER AUTHORIZED TO BIND THE COMPANY): RAYMOND WEBB

SIGNATURE:



DATE: MAY 7, 2025

I, RAYMOND WEBB (Name), the duly elected Secretary of KENCO SIGN AND AWNING LLC (Corporate Title), a corporation organized and existing under the laws of the State of FLORIDA, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

The City of Tarpon Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

Given under my hand and the Seal of the said corporation this 7TH day of MAY, 2025.

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tarpon Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

MINIMUM INSURANCE REQUIREMENTS

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

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
 - 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
 - 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in

coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

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

AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

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

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide

Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST



Signature of Corporate Secretary

RAYMOND K. WEBB

Type/Print Name of Corporate Secy.

MAY 7, 2025

Date

(CORPORATE SEAL)

KENCO SIGN AND AWNING LLC

Company Name



Signature

RAYMOND WEBB, PRESIDENT

Type/Print Name

MAY 7, 2025

Date

Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

Date: MAY 5, _____, 20 25 Signed: 

Entity: KENCO SIGN AND AWNING LLC _____

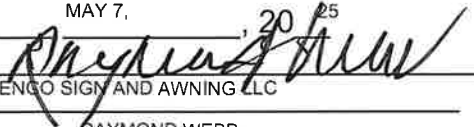
Name: RAYMOND WEBB

Title: PRESIDENT _____

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: MAY 7, 2025
Signed: 
Entity: KENGO SIGN AND AWNING LLC
Name: RAYMOND WEBB
Title: PRESIDENT

Required Federal Language Please return signed copy of the attachments that follows.
Attach to your submittal.

1. Federal Funding Requirements.

The City may choose to fund any part of the expenditures made under this solicitation with federal funds. Therefore, the offeror awarded a contract from this solicitation will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including but not limited to:

A. Davis-Bacon Act. If applicable, offeror agrees to comply with all applicable provisions of 40 USC § 3141— 3148.

B. Contract Work Hours and Selection Standards. Offeror agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

C. Rights to Invention Made Under Contract or Agreement. Offeror agrees to comply with all applicable provisions of 37 CFR Part 401.

D. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Offeror agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this contract 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 Proposals, or receiving stolen property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default. Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

F. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Restrictions on Lobbying. Offeror is prohibited from using monies for lobbying purposes; Offeror shall comply with the special provision "Restrictions on Lobbying" as follows:

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

H. Drug-Free Workplace. Offeror shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

- Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;
- Providing each employee with a copy of the subcontractor's policy Proposal;
- Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
- Notifying the City of Tarpon Springs within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

I. Civil Rights Compliance.

1. Compliance with Regulations: Offeror will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.

2. Nondiscrimination: Offeror, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Offeror for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Offeror of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: Offeror will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror is in the exclusive possession of another who fails or refuses to furnish this information, Offeror will so certify to and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Offeror's noncompliance with the Nondiscrimination provisions of this Agreement, the City will impose such sanctions as it may

determine to be appropriate, including, but not limited to: withholding of payments to the Offeror under this Agreement until the Offeror compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

6. Incorporation of Provisions: Offeror will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror will take such action with respect to any subcontract or procurement as the City, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, that if Offeror becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Offeror may request the State to enter such litigation to protect the interests of the State. In addition, Offeror may request the United States to enter into such litigation to protect the interests of the United States.

J. Disadvantaged Business Enterprise Program Requirements. Offeror shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or subcontract must include the following assurance: *The Offeror, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

K. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Offeror, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all the programs or activities of the Federal-aid recipients, subrecipients and Offerors, whether such programs or activities are Federally funded or not).

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

L. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

1. Receive payments from state funds under a contract to provide property, materials or services; or
2. Receive a state-funded grant or loan

M. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

N. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

O. Contract Cost and Price.

Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the City must negotiate profit as a separate element of the submittal's price. To establish a fair and reasonable profit, the City's consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

P. Certification Regarding Disclosure of Conflict Of Interest

The undersigned certifies that, to the best of his or her knowledge or belief, that:

"No employee of the contractor, no member of the contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the City of Tarpon Springs local government, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the City, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the City Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents".

No officer, employee or paid consultant of the contractor is a member of the City.

No officer, manager or paid consultant of the contractor is married to a member of the City.

No member of City directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the City receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the City of Tarpon Springs any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the City as it relates to this contract.

Q. Certification Regarding Fair Business Practices

The undersigned certifies that, to the best of his or her knowledge or belief, that he/she has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

R. Certification Regarding Equal Employment Opportunity

The undersigned certifies that, to the best of his or her knowledge or belief, that:

If this contract is a "federally assisted construction contract" as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

S. Certification Regarding Prohibited Telecommunications and Video Surveillance Services or Equipment

The undersigned certifies that, to the best of his or her knowledge or belief, that: This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- Telecommunications or video surveillance services used by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The undersigned hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

T. SAM.GOV

All contractors whose System for Award Management ([SAM.gov](https://sam.gov)) registration is not active or that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. A Contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Acknowledgment By signing below, Offeror acknowledges that he/she has read and understands the above requirements.

Name of Offeror:

RAYMOND WEBB

SAM.GOV #: KRBLYW4AQ815

Date: MAY 7, 2025


Signature of Authorized Representative:

PROPOSED MONUMENT SIGN

SPECIFICATIONS

FABRICATE AND INSTALL (1) ONE S/F CUSTOM INTERNALLY ILLUMINATED MONUMENT SIGN WITH ELECTRONIC MESSAGE CENTER. ILLUMINATION BY LEDS
MAIN SIGN TO BE FABRICATED ALUMINUM FRAME WITH WITH COMPUTER ROUTED PUSH THRU COPY BACKED WITH PLEX. ALUMINUM CABINET PAINTED WITH AUTOMOTIVE PAINTS.

SIGN TO HAVE (1) ONE ELECTRONIC MESSAGE CENTER MOUNTED FLUSH TO ALUMINUM FRAME PANEL.

10MM LED RGB. 90H X 210W. FRONT VENTILATION. CABINET SIZE: 3'-5"H X 7'-3"L X 5"D, VIEWING AREA: 3'-0"H X 7'-0" L

FABRICATED ALUMINUM COLUMNS AND BASE TO HAVE CONCRETE BOARD DECORATED WITH FAUX BRICK FINISH. CUSTOM DIVING HELMET TO BE MOUNTED ON TOP OF REVEAL (AS SHOWN)

ALUMINUM REVEALS TO BE FABRICATED ALUMINUM PAINTED WITH AUTOMOTIVE PAINTS.

ADDRESS NUMBERS TO BE VINYL APPLICATION ON ALUMINUM BACKING.

LANDSCAPE BY OTHERS



DATE: 5/07/25

DESIGNER: RB

REVISIONS / DATE:

1)
 2)
 3)

SHEET 1 OF 1

CITY OF TARPON SPRINGS

400 S. WALTON AVENUE

Tarpon Springs, FL 34689

RAYMOND WEBB

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KENCO
 SIGNS - STATEWIDE

LED
 DIGITAL DISPLAYS

1539 GARDEN AVENUE
 HOLLY HILL, FL 32117
 386-672-1590
 800-526-3291
 FAX: 386-677-2910

Signs are intended to be installed in accordance with the installation instructions provided with the signs and the NEC. Authorities having jurisdiction are responsible for the ultimate decision to approve an installation.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

www.kenco2000inc.com



On Premise Quote

QUOTE NUMBER: 250822.0 (Version 0) DATE: 5/12/2025

SIGN ID: 2028158 W10-S

Kenco Sign & Awning LLC 162600
Raymond Webb,
1539 Garden Ave
Holly Hill, FL 32117-2109
(386) 672-1590
ledpartnersfl@gmail.com

Shipping Destination
Kenco Sign & Awning LLC
1539 Garden Ave
Holly Hill, FL 32117-2109

Job Site
Name: New quote 5/12/25
Address:
City:
State: Zip:

PRODUCT SPECIFICATIONS

Pixel Pitch: W10mm LED RGB
Pixel Matrix: 90H X 210W
Ventilation Style: Front Ventilation
Cabinet Size: 41in H x 7ft 3in L x 5in D
Viewing Area: 36in H x 7ft L
Cabinet Style: Single Face (Slim)
Character Size: 11 lines / 42.0 Characters at a 3" type
Approx. Weight: 343.00 Lbs.
Warranty: Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time: 3-5 weeks (Based on signed quote, receipt of deposit, and **artwork approval - if applicable**)
Electrical Service: 120 VOLT 13.0 amps (13.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed.
Example: 8.1 KWHrs a day x \$0.12 = \$0.97/Day

OPTIONS

Software
Software Training
Communications
Wireless Data Plan
Power Requirements
Temperature Sensor
Sign Mounting Kit
Technician On-Site
Warranty
Spare Parts Kit
Ignite OPx (cloud-based, single region)
Web Based Software Training
OPx - 4G Wireless with Watchfire Cellular Data Plan
Life-of-sign Data Plan
US 120 Volts
w/100-Step Photocell w/15 ft Cable
Not Ordered / Not Required
Not Ordered
Standard 5-Year Parts Warranty
Not Ordered

STANDARD FEATURES

Brightness
Daytime 7500 NITs Maximum; Nighttime 700 NITs Maximum
Color
LED RGB
Color Capability
Min. 1.2 Quintillion
Includes
Ignite Graphics Software
Video
Up to 30FPS
Viewing Angles
150 Horizontal/95 Vertical

OPx REGISTRATION PROCESS

Watchfire's OPx software was included with this quote. Once the display is ordered, you will receive an email entitled "New Ignite OPx Display Registration" . Forward this email to the primary software user. They will register through a quick and easy registration page.

When customers complete the registration process, they'll gain access to Ignite OPx to prepare content before their sign has been installed.

What's Expected

1. You will receive an email entitled "New Ignite OPx Display Registration" . This email will contain a unique registration code and instructions.
2. Forward the "New OPx Display" email to the primary software user (the sign operator responsible for managing the content on the display).
3. The primary software user will register their display.

Sign Dealer Action

Forward the "New OPx Display" email to the end customer.

DO NOT register the sign on the operator's behalf. The Registration code is one-time use.

Sign Operator Benefits

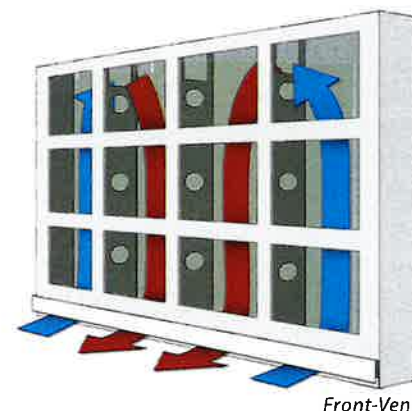
- The process is quick— only around 2 minutes.
- Sign Operators gain access and training to OPx early.
- A link to sign-up for training is included in the initial email.
- The display's size is set immediately, making content creation easy.
- Sign Operators can set the name of the display when registering.
- Sign Operators can name or create a domain (multi-display account) when registering.
- Sign Operators with existing accounts can add the new display to their account.

This registration code will also be printed on the inside cover of the software manual.
We strongly encourage you to have the sign operator register prior to installation.

Watchfire cabinets are designed to minimize heat and provide durable protection from the elements. The rear side of our cabinet features mill-finish aluminum. Improperly ventilated signs risk overheating, which will affect the life and operation of the sign.

FRONT-VENT CABINETS AND PRICE WATCHER MODELS

Front-vent cabinets and Price Watcher models draw air through the bottom vents of the cabinet. It is important not to block the air intake, exhaust, or LED modules on the front face of these cabinets. There are no spacing requirements on the backs of front-vent signs.



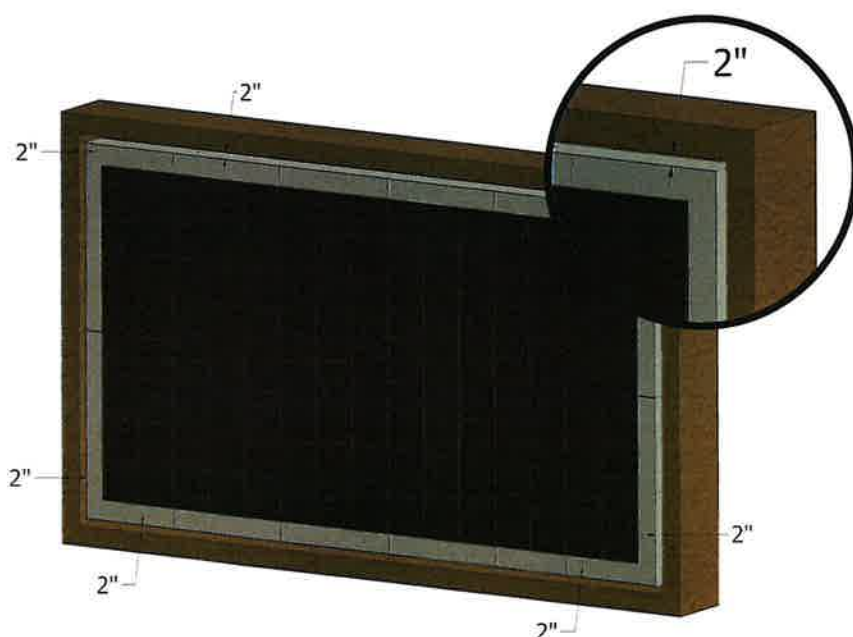
Front-Vent

REAR-VENT CABINETS

Rear-vent cabinets draw air in through a vent at the bottom of the cabinet's rear side and use cooling fans inside the top to draw cool air up.

Rear-vented signs have several common requirements for **wall-mounted, monument, marquee, and pole/beam-mounted signs**. Single face signs up to 8' tall viewable need a minimum of 4" of clearance between the wall/mounting surface and the back of the sign. Double-faced signs need a minimum of 8" of clearance between the backs of both signs. Single face signs over 8' tall viewable need a minimum of 6" of clearance between the wall/mounting surface and the back of the sign. Double-faced signs need a minimum of 12" of clearance between the backs of both signs. Monument signs require an unobstructed air gap above, below, and to the sides of the sign face.

The amount of gap is based on the size of sign. Refer to the graphic and chart below. Proper air flow is critical for the health and longevity of the sign. The following is not permitted. Do not use horizontal members/clip angles mounted directly to the sign stringers that exceed 24" in length. Do not block the sign intake and exhaust vents on the back of the cabinet. If any of the above ventilation guidelines cannot be met, then adding fans external to the sign cabinet would be required to improve air flow.



SIGN HEIGHT	PERIMETER AIR-GAP
4 ft	2"
5-6 ft	3"
7-8 ft	4"
9-10 ft	5"
11-12 ft	6"

It may be necessary to enclose the sides of a Rear-vent cabinet with sheet metal and other decorative materials. In these cases, perforated metal, louvers, and fans may be required to adequately ventilate a structure. 51% Net Free Area or better should be used. As such, it is the responsibility of the installer to guarantee proper ventilation of a sign structure.

For more information about your sign ventilation needs, go to watchfiresigns.com/ventilation-guide.

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Watchfire Signs, LLC - TERMS OF SALE

Note. The following Terms of Sale are subject to change without notice. All transactions for all products sold by Watchfire Signs, LLC ("Watchfire") are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements. Such Terms of Sale, the quotation from Watchfire to the applicable purchaser ("Buyer"), and Buyer's purchase order accepted by Watchfire collectively comprise the "Agreement." In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to a quotation or purchase order which is executed by each of Watchfire and Buyer; (ii) second, Watchfire's quotation; (iii) third, these Terms of Sale; (iv) fourth, any other written agreement (including any "click through" agreement provided by Watchfire with respect to the Software (as defined below)); and (v) lastly, Buyer's purchase order accepted by Watchfire. For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer's purchaser order.

Quotations. Quotations shall be valid for no more than thirty (30) days from their date, unless otherwise stated in the quotations. All quotations are subject to change by Watchfire at any time upon notice to Buyer. Buyer is obligated to review the quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the products or services supplied by Watchfire (the "System") after acceptance of a quotation are valid only when accepted in writing and signed by both Watchfire and Buyer.

Terms of Payment. Upon Buyer's acceptance of a System quotation, Buyer shall make a non-refundable minimum deposit of one-half of the aggregate purchase price (collectively, the "System Price"). The System Price shall include applicable taxes, crating, transportation, delivery charges, and any other related expenses. The remaining balance of the System Price must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System, which are solely the responsibility of Buyer. Any System delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. Watchfire shall have the right to terminate the contract with respect to Buyer's order for the System and retain the non-refundable deposit in the event Buyer does not pay in full the remaining balance of the System Price and associated expenses and confirm readiness to accept delivery within six (6) months after completion of the System. Buyer's failure to comply with all Terms of Payment may result in suspension of System access, which may not be restored until Terms of Payment are fulfilled. Upon an event of default by the customer to make payment by the due dates specified in the Terms of Sale or otherwise agreed between Watchfire and the customer, Watchfire may, in its sole and absolute discretion, but in lieu of any remedies otherwise available: (a) suspend its performance as it relates to any obligations benefiting the defaulting party until such default is cured; (b) recover fees and costs from any down payment available to Watchfire, (c) pursue monetary damages as permitted by law, (d) or restrict the defaulting party(s) access to Watchfire software. The remedies set forth herein are cumulative and not exclusive of each other.

NSF Payment. The issuance of any check, electronic check or ACH transfer by Buyer that is returned by Buyer's bank as not honored for payment for any reason shall incur an additional charge of \$100.00. All fees and charges created by such dishonored payment shall be immediately due. In the event of any dishonored payment of Buyer, future checks, electronic check or ACH transfer from Buyer may not be accepted as payment for future orders, in Watchfire's sole discretion.

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than thirty (30) days from the date of completion. Title and risk of loss of the System shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than thirty (30) days and a storage fee of \$500 per month thereafter will be assessed to Buyer. If Buyer elects to pick up the System at Watchfire's facility, title and risk of loss of the System shall automatically pass to Buyer once the System is completed by Watchfire and a storage of \$500 per month thereafter will be assessed to Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt of delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Driver Detention. Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. These fees will be invoiced to Buyer in a timely manner and will not exceed \$75.00/hour.

Force Majeure. Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, pandemic, embargoes, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures,

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instability and unavailability of the Internet, and acts of God, etc. In the event of any such delay, the date of delivery shall be extended for a period of time reasonably necessary to cover the effect of such delay.

Intellectual Property. Watchfire shall defend any suit or proceeding brought against Buyer to the extent such suit or proceeding is based on a claim that equipment furnished by Watchfire as part of the System constitutes an infringement of any copyright, trademark or patent of the United States as of the time of shipment by Watchfire. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer.

License for Software Use and Warranty. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software (the "License"). "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. The License covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. The License terminates upon any breach by Buyer or its permitted assignee of these Terms of Sale or the Agreement, and Watchfire reserves the right to electronically disable the Software upon such violation. Excluding third party software, Watchfire warrants that, for a period of sixty (60) days after shipment by Watchfire: (i) the media (if any) on which Software is provided shall be free from material defects; and (ii) Software substantially conforms to the documentation that accompanies it. The foregoing warranties are the sole and exclusive warranties provided by Watchfire with respect to the Software. The Software is copyrighted by Watchfire and Buyer shall not permit the Software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software are completely error-free, will operate without interruption or are compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

Third Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

System Warranty. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein and exceptions set forth in an applicable quotation, Watchfire warrants the System (other than the Software, described above) against material defects in material and workmanship for the following durations: (i) five (5) years from the date of shipment from Watchfire's facility with respect to equipment manufactured by Watchfire. Notwithstanding anything to the contrary, the warranty with respect to equipment sold by Watchfire and manufactured by third parties shall be subject only to the terms of the applicable manufacturer's warranty and Watchfire disclaims any additional warranty with respect thereto. For equipment manufactured by Watchfire, Watchfire's only obligation and liability is to repair or provide replacement parts (at its option) for those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). For purposes of clarity, Watchfire is not responsible for the labor to remove or install repaired or replaced parts. Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Parts replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to or incorporated in the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

Limitations. Buyer's exclusive remedy for Watchfire's breach of the Agreement as to any term thereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. **WATCHFIRE'S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREUNDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER.** Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement.

WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. Significant surge protection is included in the sign equipment included in the System. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty. **Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Failure to comply with the requirements set forth in the applicable installation or operating manual will result in the warranties**

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associated with the System being void. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.

Warranty Service. Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the remainder of the same sixty (60) day warranty applicable to the Software and the media (if any) on which Software is provided. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the Agreement, including the System Price. Buyer shall contact the Watchfire's Helpdesk for warranty service. Items determined defective by Watchfire will be replaced at Watchfire's option with new or like-new parts. No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired or replaced for its manufactured goods. Buyer must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired or replaced items and updates to the Software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall be responsible and pay for all maintenance services.

10-Year FCC Guarantee. This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: (i) the device may not cause harmful interference; and (ii) the device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to the device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference during the System warranty period as the result of the operation of the System in accordance with Watchfire's operating instructions, Watchfire shall provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to Buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the System warranty period, then multiplying the result by the months remaining in the System warranty period. Partial months are rounded to the nearest whole month.

Indemnification. BUYER SHALL, AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM.

Exclusions. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING THESE TERMS OF SALE) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER'S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE. The warranties in these Terms of Service or elsewhere in the Agreement do not apply if the System or Software is damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement (including these Terms of Sale). Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the agreement with respect to the System or the License. If any sample or model was shown to Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and does not represent that the System and Software will necessarily conform to the sample or model.

Privacy Policy. See <http://www.watchfiresigns.com/privacy-policy> for details.

Miscellaneous. Should any part of these Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. These Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation arising out of or relating in any way to the Agreement (including these Terms of Sale) shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.



LED Sign & Installation Pricing Sheet (BT-66GM)

Instructions

- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate the file.
- Any additional information outside of the given structure of the worksheets will not be visible to the system.
- Please do not save this file in a different format. Saving this file in a different format will invalidate the file.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- By default, every item has `No Bid` selected for the `Bid/No Bid Decision` column.
- If you decide to bid on an item, then you must select `Bid` in the `Bid/No Bid Decision` column. All cells for the item must contain a valid value.
- If you decide not to bid on an item, then you must select `No Bid` in the `Bid/No Bid Decision` column. All editable cells for the item must be blank.
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact the appropriate person.
- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

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Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Unit of Measure	Numeric	Total Cost
						Unit Price	
Success: All values provided	Bid	#0-1	Furnish, install LED Sign, and remove/dispose of existing sign, pursuant to the specifications, terms, and conditions herein.	1	Lump Sum for Total Job	\$ 46,050.00	\$ 46,050.00
Basket Total							\$ 46,050.00
Grand Total							\$ 46,050.00



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 230176-C-AS, Fire Equipment, Supplies and Service (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Renew File No. 230176-C-AS, Fire Equipment, Supplies and Service, utilizing Lake County Contract No. 22-730G with MES Service Company, LLC (MES) effective through July 31, 2027 in an annual amount not to exceed \$50,000.00 for the Fire Department.

Background

On August 1, 2022, Lake County awarded Contract No. 22-730G for Fire Equipment, Supplies and Service to Municipal Emergency Services, Inc. On April 11, 2023, Lake County executed one (1) two (2) year renewal. On July 21, 2023, the City administratively approved Contract File No. 230176-C-AS. On March 25, 2025, the Board approved the Novation of Municipal Emergency Services, Inc. to MES Acquisition Inc. d/b/a MES Service Company, LLC which became effective on February 19, 2025. On February 14, 2025, Lake County renewed contract No. 22-730G through July 31, 2027. The purpose of this contract is to furnish and deliver ongoing and as-needed fire protective equipment, supplies and service in accordance with the National Fire Protection Association (NFPA) code 1851 standards (see attached memo).

Funding

001-1102-522.52-00, Operating Supplies
001-1102-522.46-00, Maintenance and Repairs

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

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



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

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief
Re: MES Contract Renewal
Date: June 2, 2025

Recommendation

Award a two (2) year contract to MES Acquisition, Inc., d/b/a MES Service Company LLC (MES), utilizing Lake County Contract No. 22-730G, for fire protection equipment, parts, supplies & service in the annual estimated amount not to exceed \$50,000, for the Fire Department.

Background

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing of its Self-Contained Breathing Apparatus (SCBA), which is critical to ensuring firefighter safety. MES is certified to perform this annual testing, as well as any necessary repairs, and has consistently met the department's needs. In addition to SCBA services, MES supplies the department with fire protective gear, tools, and equipment through Lake County Contract #22-730G. Their performance has been reliable and aligned with the department's standards and expectations.

Funding

Funds for these items are budgeted in the account: *Operating Supplies* 001-1102-522.52-00, *Maintenance & Repairs* 001-1102-522.46-00.



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 2/11/2025	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: MES Service Company, LLC Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification of reassignment from Municipal Emergency Services, Inc. to MES Service Company, LLC per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>03/26/2025</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.03.26 14:29:45 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



February 11, 2025

Office of Procurement Services
Post Office Box 7800
Attn: Gretchen Bechtel
Contracting Officer II
315 West Main Street
Suite 441
Tavares, Florida, 32778
Via Email to purchasing@lakecountyfl.gov

Re: Request for Consent to Assign Contract No. Contract Number: 22-730G Fire Equipment, Supplies, and Services dated August 1, 2022, (the "Agreement"), by and between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners ("Authority"), and Municipal Emergency Services, a corporation (f/k/a Municipal Emergency Services, Inc.) ("MES" or "we").

Dear Ms. Bechtel or Authorized Procurement Official:

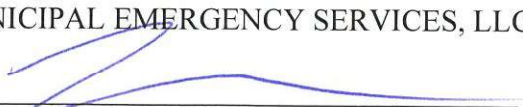
We write to inform you that MES intends to internally reorganize the company to better serve our customers which includes revamping our contracting systems (the "Reorganization"). As part of the Reorganization, we intend to assign the Agreement (the "Assignment") to our affiliate MES Service Company, LLC (EIN: 33-1848433). Pursuant to Section 38 of the Agreement, **we request your consent to the transfer of MES's rights and obligations, including all orders, proposals, modifications, amendments, addendums, extensions, and statements of work under the Agreement.**

Our business relationship with you will not change. There will be no disruption to the existing services and pending orders, and you will still interact with the same MES team as before. The Reorganization is anticipated to close on or about December 31, 2024.

To affirm your consent to the Assignment, please countersign this letter and return it to us via email to Nicole McGrath at nmcgrath@mesfire.com at your earliest convenience. If you have any questions regarding the MES Reorganization or this letter, feel free to contact me at mdonovan@mesfire.com or 203-304-4132.

Thank you for your ongoing partnership and support during this process.

Sincerely,
MUNICIPAL EMERGENCY SERVICES, LLC

By: 
Maria Donovan, Esq.
Contracts Manager

Board Of County Commissioners
LAKE COUNTY, Florida
CONSENTS AND AGREES to the Assignment:
By: _____
Gretchen Bechtel
Contracting Officer II or Authorized Procurement
Official



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 2/14/2025	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached and to renew the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>2/14/2025</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: 2025.02.14 08:47:28 -05'00' Digitally signed by Gretchen Bechtel, Contracting Officer II
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	9843 18th Street N, Suite 150A, St. Petersburg, FL 33716		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)		per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$265.00	Yes
	Hurst High Pressure service - per tool	\$155.00	Yes
	Hurst Low Pressure service - per tool	\$155.00	Yes
	Hurst High Pressure pump service - per pump	\$555.00	Yes
	Hurst Low Pressure pump service - per pump	\$555.00	Yes
	Hurst extension hose - flush	\$140.00	Yes
	Hurst extension hose - visual inspection	\$60.00	Yes
	Hurst cord reel - flush	\$225.00	Yes
	Hurst cord reel - visual inspection	\$75.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$125.00	Yes

[illegible]

Municipal Emergency Services				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):	9843 18th Street N, Suite 150A, St. Petersburg, FL 33716 AZ, CA, CO, CT, FL, IL, IN, MD, MI, NC, NE, NJ, NM, NY, OH, PA, TX, VA, WA			
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		jrobinson@mesfire.com		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
343 Fire	List		No	
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Anchor Uniform	5%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Armor Express	Per NASPO		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
BA Shields	List		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	

Collins Dynamics (Rom Corp)	22%		No	
Condor Outdoor	5%		No	
Council Tools	20%		No	
Courtland Boot Jack	List		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
Froggy's Fog	List		No	
Flir	List		No	
FSI North America	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	

Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List		No	
Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mocean	5%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Poly-Tech America	List		No	
Port West	List		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	

R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Intellitech (Solo Rescue)	List		No	
Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Rocky Boots	5%		No	
Rothco	5%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety - SCBA, cylinders, masks	7%		No	
Scott Safety- repair parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies/BioConnect IntelliView	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Stratton Hat	List		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Teelite	5%		No	
Tempest - VS series batteries & access.	List		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	

Tingley Rubber/Alta Industries	List		No	
TNT Tools	10%		No	
Topps	List		No	
Toxic Suppression	List		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	
Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warson (all brands)	5%		No	
Warthog	5%		No	
Warrior Fire Equipment	List		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 9/14/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to ADD additional manufacturers and services per the attached pricing sheets.	
CONTRACTOR SIGNATURE BLOCK Signature: Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/18/2023</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: 2023.09.18 08:42:16 -04'00' Digitally signed by Gretchen Bechtel, Contracting Officer II
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

The following information is required for price redetermination consideration.

Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$250.00	Yes
	Hurst High Pressure service - per tool	\$140.00	Yes
	Hurst Low Pressure service - per tool	\$140.00	Yes
	Hurst High Pressure pump service - per pump	\$525.00	Yes
	Hurst Low Pressure pump service - per pump	\$525.00	Yes
	Hurst extension hose - flush	\$125.00	Yes
	Hurst extension hose - visual inspection	\$50.00	Yes
	Hurst cord reel - flush	\$175.00	Yes
	Hurst cord reel - visual inspection	\$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$100.00	Yes

<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):	3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA			
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		jrobinson@mesfire.com		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	
Condor Footwear	5%		No	
Council Tools	20%		No	

Courtland Boot Jack	List	No	
Crew Boss	20%	No	
Danner/LaCrosse	5%	No	
Decon Systems (Saunaray)	List	No	
Dicke Tool	15%	No	
Dragonfire (J Scott Solutions)	20%	No	
DuPont	5%	No	
Dutyman	5%	No	
Eastern Fire Equipment Services	5%	No	
Edison	20%	No	
Edwards & Cromwell	10%	No	
Edwards Garment Company	5%	No	
Edwards MFG	10%	No	
Elbeco	5%	No	
Elkhart Brass	20%	No	
Energizer	List	No	
Ergodyne	20%	No	
ESS	20%	No	
Euramco	15%	No	
EVAC Systems	5%	No	
Fechheimer/Flying Cross	5%	No	
Federal Signal Corp	20%	No	
Fire Hooks Unlimited	List+10%	No	
Fire Innovations	10%	No	
Fire Research (FRC)	15%	No	
Fire Soaps	5%	No	
Fire Wipes	5%	No	
Firecom	5%	No	
Firecraft - gloves	10%	No	
Firecraft - Sensit	5%	No	
Fire-Dex	10%	No	
First Tactical	10%	No	
Flamefighter	20%	No	
Fol-Da-Tank	20%	No	
Foxfire	10%	No	
FoxFury	10%	No	
Fresh Gear	5%	No	
FSI North America	List	No	
Gemtor	20%	No	
Gerber	List	No	
GH Armor	Per NASPO	No	
Glassmaster Wehr	15%	No	
Grace Industries	List	No	
Gripflex Corporation	List	No	
Groves/Ready Rack	List	No	
Hale Fire Pumps	List	No	
Hammerhead (Gear Keeper)	15%	No	
Hannay Reels	10%	No	
Harrington	25%	No	
Hebert	List	No	
Hero Wipes	5%	No	
Hero's Pride	5%	No	
HexArmor	15%	No	
Homeland 6 (H6 Tactical)	10%	No	
Honeywell - boots	10%	No	
Honeywell - helmets & parts	10%	No	
Honeywell Analytics	List+5%	No	

Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Technology	5%		No	

RevolveAir	List	No
Rice Hydro	10%	No
Ringers	List	No
RIT Safety Solutions	10%	No
Rock N Rescue	10%	No
Royce Shields	5%	No
Salomon	10%	No
Samuel Broome	5%	No
San Mar	10%	No
Savox	List	No
SCBAS	15%	No
Scott Safety- gas detection	5%	No
Scott Safety- SCBA and parts	List	No
Scott Safety- thermal imager parts	List	No
Scott Safety- thermal imagers	5%	No
Scotty Firefighter	15%	No
Seek Thermal	5%	No
Sensible Mounts	15%	No
Shelby Gloves	List	No
Silent Partner Technologies	List	No
Simulaids	List	No
SM Smith	5%	No
Smith & Warren	10%	No
Snap Tite/All-American/Firequip	10%	No
Solomon	5%	No
Solutions Safety (Citrosqueeze)	5%	No
South Park	20%	No
Southeastern Shirt Company	5%	No
Spiewak	5%	No
Stallion Air	List	No
Statpacks	10%	No
Steck	10%	No
Sterling Rope	15%	No
Streamlight	15%	No
Supervac	5%	No
Survival Armor	Per NASPO	No
Tactsquad	5%	No
Target Solutions	List	No
Task Force Tips (TFT)	5%	No
Task Force Tips- Blitzfire/G-Force Series	List	No
Team Equipment	List	No
Team Wendy	List	No
Teledyne	5%	No
Teelite	5%	No
Tempest - VS series batteries & access.	List+5%	No
Tempest/Leader Fans	10%	No
Thorogood/Weinbrenner boots	15%	No
TNT Tools	10%	No
Topps	List+10%	No
Toxic Suppression	List	No
True North	10%	No
Tru-Spec	10%	No
Turtle Plastics	List	No
Tyco	10%	No
UltraTec Special Effects	15%	No
Under Armour	5%	No
Underwater Kinetics	List	No

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Ward Petrie</u> Print Name: <u>Ward Petrie</u> Title: <u>SVP Finance</u> Date: <u>4/10/23</u> E-mail: <u>wpetrie@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel, Contracting Officer II</u> Print Name: <u>Gretchen Bechtel, Contracting Officer II</u> Title: <u>Contracting Officer II</u> Date: <u>2023.04.11 07:59:40 -04'00'</u> Digitally signed by Gretchen Bechtel, Contracting Officer II
Distribution: ● Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtelt@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, CPPB, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$250.00	Yes
	Hurst High Pressure service - per tool	\$140.00	Yes
	Hurst Low Pressure service - per tool	\$140.00	Yes
	Hurst High Pressure pump service - per pump	\$525.00	Yes
	Hurst Low Pressure pump service - per pump	\$525.00	Yes
	Hurst extension hose - flush	\$125.00	Yes
	Hurst extension hose - visual inspection	\$50.00	Yes
	Hurst cord reel - flush	\$175.00	Yes
	Hurst cord reel - visual inspection	\$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$100.00	Yes

[illegible]

<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):	3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA			
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		jrobinson@mesfire.com		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	20%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	10%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	

Council Tools	20%		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	

Honeywell Analytics	List+5%		No	
Honeywell/Morning Pride - PPE	10%		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	

Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety- SCBA and parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Snap Tite/All-American/Firequip	10%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Teelite	5%		No	
Tempest - VS series batteries & access.	List+5%		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
TNT Tools	10%		No	
Topps	List+10%		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	



CONTRACT NO. 22-730G
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

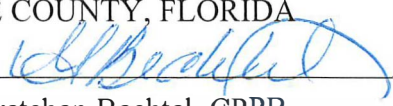
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

ADDENDUM NO. #2

22-730

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Emergency Services INC
Street Address: 12 Turnberry Ln 2nd Floor
City: Sandy Hook State and ZIP Code: CT, 06482
Mailing Address (if different): 3789 62nd Avenue North
Telephone: 727-521-2135 Fax: 727-525-1819
Federal Identification Number / TIN: 651051374
DUNS Number: 048167923

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
SHOP LOCATION			
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 Service per tool	\$200.00 Flat	Yes
	Hurst HP Service Per set	\$780.00 Flat	Yes
	Hurst LP Service Per Set	\$855.00 Flat	Yes
	Scott Safety - SCBA Flow Test	\$45.00 Per	Yes
	Scott Fit Tesing	\$35.00 Per	Yes
	Scott Safety - Cylinder Hydro Testing	\$35.00 Per	Yes

<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):		3789 62nd Avenue North Pinellas Park, FL 33781		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		jrobinson@mesfire.com		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15.00%		no	
Able 2 Sho Me	10.00%		no	
Action	25.00%		no	
AH Stock	10.00%		no	
Ajax	10.00%		no	
Akron Brass	20.00%		no	
Alcolite (Sam Carbis)	10.00%		no	
Amerex	Net+20%		no	
American Firewear	15.00%		no	
Angus	20.00%		no	
Anchor Industries	10.00%			
Avon Manufacturing	5.00%			
Ansul Foams	15.00%		no	
Bates	10.00%			
Blauer	List			
B&B Enterprises	15.00%		no	
Blackinton Badges	10.00%		no	
Boston Leather	20.00%			
Bullard Helmets	20.00%		no	
Bullard other	10.00%		no	
Cet Pumps	15.00%			
Chemguard	10.00%			
Circul Air	List		no	
Code 3	20.00%		no	
Collins Dynamics (Rom Corp)	22.00%		no	
Council Tools	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dickie Tool	15.00%		no	
Edison	20.00%		no	
Edwards and Cromwell	10.00%		no	
Edwards MFG	10.00%		no	
Elkhart Brass	20.00%		no	
Federal Signal Corp	20.00%		no	
Fire Hooks Unlimited	List Plus 10%		no	
Fire Dex	10.00%		no	
Flamefighter	20.00%		no	
Fol-da-tank	20.00%		no	
Gemtor	20.00%		no	
Glassmaster WEHR	15.00%		no	
Hale Fire Pumps	List		no	
Hannay Reels	10.00%		no	
Harrington	25.00%		no	
Hebert	List		no	
Honeywell PPE	10.00%		no	
Honeywell Helmets and Parts	10.00%		no	
Honeywell Pro Warrington	10.00%		no	
Humat	List		no	
Husky	25.00%		no	
Hydra Shield	12.00%		no	
Justrite	20.00%		no	
Kappler	List		no	
Kochek	25.00%		no	
Koehler MFG Co	20.00%		no	
Kussmaul	10.00%		no	
Lions Uniforms	10.00%		no	
Mag Instruments	10.00%		no	
Morning Pride	10.00%		no	
Natale (circle D)	15.00%		no	
NUPLA	15.00%		no	
Pacific Reflex	15.00%		no	
Paul Conway Shields	10.00%		no	
Pelican	List Plus 10%		no	
Petzl	20.00%		no	
PGI Protexall	5.00%		no	
Pigeon Mountain Industries	10.00%		no	
R&B Fabricators	10.00%		no	
Redhead Brass			no	
Rice Hydro CO	10.00%		no	
SCBAs	15.00%		no	
Sensible Mounts	15.00%		no	
Shelby Wolverine	List		no	
South Park	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Sterling Rope	15.00%		no	
Supervac	5.00%		no	
TNT Tools	10.00%		no	
Task Force Tips	5.00%		no	
Thorogood/Weinbrenner/Lion Boots	15.00%		no	
Team Equipment	List		no	
Fresh gear	5.00%		no	
Grace Industries	List		no	
Groves/ Ready Rack	List		no	
Hale	5.00%		no	
Hammerhead (gear keeper)	15.00%		no	
Hero's pride	5.00%		no	
HexArmor	15.00%		no	
Homeland 6 (H6 Tactical)	10.00%		no	
Honeywell Analytics	List Plus 5%		no	
Hot Shields	5.00%		no	
Hotstick	List		no	
Hurst	5.00%		no	
Industrial Scientific- Monitors	10.00%		no	
Industrial Scientific- accessories	List		no	
J-Tek/CMJ manufacturing	List + 5%		no	
Kroll	10.00%		no	
Lakeland	10.00%		no	
Leader Fans	10.00%		no	
Leatherhead Tools	20.00%		no	
Lightning X	10.00%		no	
Little Giant	5.00%		no	
Majestic hoods	20.00%		no	
Majestic Hood Gore	List		no	
Matex	15.00%		no	
Mustang Survival	10.00%		no	
National Foam	5.00%		no	
National River Supply (NRS)	10.00%		no	
OHD	List		no	
Pacific Helmets	5.00%		no	
Performance Advantage Company (PAC)	10.00%		no	
Plastix Plus	5.00%		no	
PMI Rope	10.00%		no	
Point Blank	Per NASPO		no	
Protective Industrial Products (PIP)	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Propper	5.00%		no	
Radians	10.00%		no	
Rae Systems	5.00%		no	
Redback Boot	20.00%		no	
Rescue 42	5.00%		no	
Ringers	List		no	
RIT Safety	10.00%		no	
Rock N Rescue	10.00%		no	
Samuel Broome	5.00%		no	
San Mar	10.00%		no	
Savox	List		no	
Scott Safety- Compressor Parts	5.00%		no	
Scott Safety- Gas Detection	5.00%		no	
Scott Safety- SCBA and parts	15%		no	
Scott Safety- Thermal Imagers	5.00%		no	
Scott Safety- Thermal Imagers Parts	List		no	
Scotty Firefighter	15.00%		no	
Seek Thermal	5.00%		no	
Shelby	List		no	
Silent Partners	List		no	
Simulaids	List		no	
SM Smith	5.00%		no	
Spiewak	5.00%		no	
Statpacks	10.00%		no	
Steck	10.00%		no	
Streamlight	15.00%		no	
Target Solutions	List		no	
Task Force Tips- Blitzfire/ Gforce Series	List		no	
Team Wendy	List +10%		no	
Tru-Spec	10.00%		no	
True North (Dragon Fire)	10.00%		no	
Tyco	10.00%		no	
Ultra tec	15.00%		no	
Under Armour	5.00%		no	
Veridian- Gloves, Hoods, Accessories	10.00%		no	
VF Imagewear	5.00%		no	
Vizcon	List		no	
Warthog	5.00%		no	
Workrite	10.00%		no	
Yates	5.00%		no	
Telelite	5.00%		no	
Tempest Fans	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Tempest Fans- VS Batt and Acc	List + 5%		no	
Topps	List +10%		no	
Turtle Plastics	List		no	
Underwater Kinetics	List		no	
Veridian- PPE	25.00%		no	
Vetter	List		no	
Waterous	List		no	
Weldon	25.00%		no	
Whelen Engineering	15.00%		no	
Williams Foam	List		no	
Zephyr	List		no	
Zimatic/ Zico	List		no	
5.11	20.00%		no	
CMC Rescue	10.00%		no	
Crew Boss	20.00%		no	
Decon Systems Saunaray	List		no	
Diamond Wipes (Hero Wipes)	5.00%		no	
Dragonfire (J Scott Solutions)	20.00%		no	
DuPont	5.00%		no	
Dutyman	5.00%		no	
Eastern Fire Equipment Services	5.00%		no	
Elbeco	5.00%		no	
Energizer	List		no	
ESS	20.00%		no	
Ergodyne	20.00%		no	
ESS	20.00%		no	
Euramco (Ram Fan)	15.00%		no	
EVAC Systems	5.00%		no	
Fire Innovations	10.00%		no	
Fire Research (FRC)	15.00%		no	
Fire Soaps	5.00%		no	
Diamond Wipes (Fire Wipes)	5.00%		no	
Fechhiemer (Flying Cross)	5.00%		no	
FireCom	5.00%		no	
FireCraft Gas Detection (Sensit)	5.00%		no	
Fire Craft Gloves	10.00%		no	
First Tactical	10.00%		no	
FSI North America	List		no	
Fox Fire	10.00%		no	
Fox Fury	10.00%		no	

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. **Contents of Solicitation and Vendors' Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

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applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [*Bureau of Labor Statistics site here*](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

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ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County's custodian of public records, provide the County 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 Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor 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 all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors 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 all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

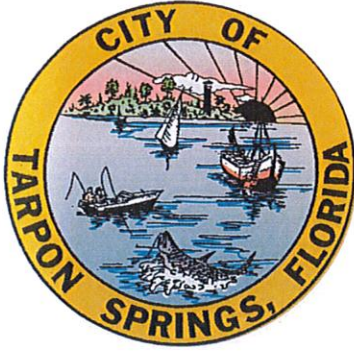
LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 03/05/2024
SUBJECT: Increase File No. 230176-C-AS, Fire Equipment, Supplies, and Service, Utilizing Lake County Contract No. 22-730G

RECOMMENDATION:

Increase File No. 230176-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G with Municipal Emergency Services, Inc. (MES), effective through July 31, 2025, in an annual estimated amount not to exceed \$65,000, an increase of \$40,000, for the Fire Department (FD).

BACKGROUND:

On August 01, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. On April 11, 2023, Lake County executed one (1) two (2) year renewal. On July 21, 2023, the City administratively approved Contract File No. 230176-C-AS. The purpose of this contract is to furnish and deliver ongoing and as needed fire protective equipment, supplies, and service, in accordance with the National Fire Protection Association (NFPA) code 1851 standards. The increase is needed due to an increase in personnel (see attached memo).

FUNDING: 001-1102-522.52-00 FY24 Fire Dept. Operating Supplies
001-1102-522.46-00 FY24 Fire Dept. Repairs and Maintenance

Accepted by: _____

[Signature]
City Manager

Attest: _____

[Signature]
City Clerk



Tarpon Springs Fire Rescue

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



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

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director

From: Scott Young, Fire Chief 

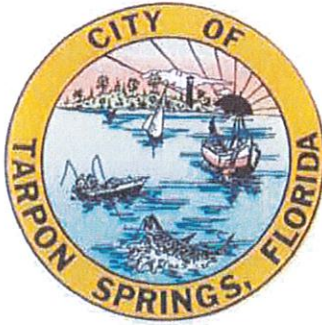
Re: Request to increase Contract File No. 230176-C-AS (BPO# 230767) for Municipal Emergency Services (MES)

Date: February 23, 2024

The Fire Department is requesting an increase to Contract File No. 230176-C-AS (BPO# 230767) in the amount of \$40,000.00 from \$25,000.00 to \$65,000.00, to pay for remaining months of fire protection equipment and repairs through the remaining period until July 31, 2025.

MES provides the department with our fire protective gear and tools by using the Lake County Contract #22-730G. Due to an increase in staffing, and to keep in compliant with the National Fire Protection Association (NFPA) code 1851 standards, the Fire Department's need for purchasing new bunker gear equipment has increased.

Funding for this will come out of accounts: FY24 *Operating Supplies* 001-1102-522.52-00 and *Repairs & Maintenance* 001-1102-522.46-00.



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: 7/21/2023
SUBJECT: Administrative Approval to Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, Utilizing Lake County Contract No. 22-730G

RECOMMENDATION:

Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G to Municipal Emergency Services, Inc. (MES) for a two (2) year period, effective August 01, 2023 through July 31, 2025, in an estimated annual amount not to exceed \$24,999.99, for the Fire Department.

BACKGROUND:

On August 1, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. On April 11, 2023, Lake County executed one (2) year renewal. The purpose of this contract is to furnish and deliver ongoing and as needed equipment, parts, supplies, and service, including bunker gear, and required annual testing of self-contained breathing apparatus (SCBAs) worn by firefighters to ensure their safety. The Fire Department plans to use this contract to purchase equipment for the new firetruck currently on order. Amount expended over the previous 12-months was \$7,607.34.

Approved: _____

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

Date of Approval: 7-21-2023



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
syoung@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

RICHARD KINNEY
Fire Marshal
rkinney@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: Municipal Emergency Services Contract Renewal
Date: July 18, 2023

Recommendation

Authorize contract for fire protection equipment, parts, supplies & service with Municipal Emergency Services (MES) in the amount of \$25,000.

Background

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing on its SCBA's and is essential to ensure firefighter safety. MES is certified in the annual testing of our air packs. MES also provides the department with our fire protective gear and tools by using The Lake County Contract #22-730G. MES's performance has met the needs of our department with their services.

Funding

Fund for these items are budgeted in the account: *Operating Supplies* 001-1102-522.52-00,
Maintenance & Repairs 001-1102-522.46-00.



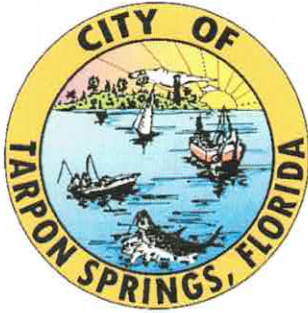
MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Ward Petrie</u> Title: <u>SVP Finance</u> Date: <u>4/10/23</u> E-mail: <u>wpetrie@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, CPPB, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JC*
FROM: Anela Saday, CPPB, NIGP-CPP, Procurement Analyst *AS*
DATE: 3/25/2025
SUBJECT: Approve Novation for File No. 230176-C-AS, Fire Equipment, Supplies, and Services, Utilizing Lake County Contract No. 22-730G

RECOMMENDATION

Approve Novation for File No. 230176-C-AS, Fire Equipment, Supplies, and Services, utilizing Lake County Contract No. 22-730G, to change the contractor from Municipal Emergency Services, Inc., Federal Employer Identification Number (FEIN) (65-1051374) to MES Acquisition, Inc. d/b/a MES Service Company, LLC (MES), FEIN (20-2019745) for the Fire Department (FD).

BACKGROUND

On July 21, 2023, the BOC awarded Contract File No. 230176-C-AS, to Municipal Emergency Services, Inc., utilizing Lake County Contract No. 22-730G, effective through July 31, 2025. The purpose of this contract is to provide the FD with as needed purchases of fire protective gear, equipment, uniforms, supplies (see attached memo). The novation is needed because the awarded contractor, Municipal Emergency Services, Inc. was recently acquired by MES Acquisition, Inc. d/b/a MES Service Company, LLC, effective February 19, 2025. The novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

FUNDING: 001-1102-522.4600 Repairs & Maintenance and 001-1102-522.5200 Operating Supplies - FD

Accepted by: _____

Chad
City Manager

Attest: _____

James S. Smith
City Clerk



Tarpon Springs Fire Rescue

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



CRAIG MISENER
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rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: MES Novation
Date: March 18, 2025

Recommendation

The Fire Department requests approval of a novation to change the contractor from Municipal Emergency Services, Inc. (FEIN 65-1051374) to MES Acquisition, Inc. d/b/a MES Service Company, LLC (MES) (FEIN 20-2019745) for Contract File No. 230176-C-AS, Fire Equipment Supplies and Services. Approval of the novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

Background

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing on its SCBAs, which is essential to ensure firefighter safety. MES is certified in the annual testing of the department's air packs and provides fire protective gear, equipment, uniforms, and supplies at discounted rates utilizing Lake County Contract No. 22-730G. Approval of this novation will allow the Fire Department to continue making as-needed purchases from MES under the new entity.

Funding

Funds for these items are budgeted in the account: *Repairs & Maintenance* 001-1102-522.46-00 and *Operating Supplies* 001-1102-522.52-00



February 19th, 2025

Subject: Important Notice – Change of Company Name, EIN, and Banking Information

Dear Valued Customer,

We are pleased to announce that our company name will be changing to **MES Service Company, LLC**, effective immediately. This change represents our continued commitment to enhancing and expanding our range of products and services for your benefit.

Below are a few key updates we kindly ask you to note and incorporate into your records:

1. New EIN Number: 20-2019745	
2. New Banking Details for ACH and Payment Processing: Bank Name Wells Fargo Bank N.A. Routing Number 121000248 Account Number 4865475180	
3. New Lockbox Mailing Address: MES Service Company LLC PO Box 851792 Minneapolis, MN 55485-1792	New <u>OVERNIGHT ONLY</u> Mailing Address: Lockbox Services 851792 MES Service Company LLC 1801 Park View Drive, 1 st Floor Shoreview, MN 55126

Please update any relevant systems, records, or processes with our new legal name and banking information. Our goal is to ensure a smooth transition with minimal impact on your day-to-day operations.

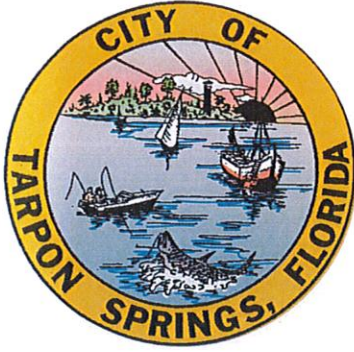
If you have any questions or need further assistance, please reach out to your sales representative or your MES A/R contact: Jessica Harney, jharney@mesfire.com, (980) 233-8454. We appreciate your cooperation and look forward to continuing our partnership as MES Service Company.

Thank you for your ongoing support.

Sincerely,

A handwritten signature in blue ink that reads "John Walker".

John Walker
Chief Financial Officer
MES Service Company



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 03/05/2024
SUBJECT: Increase File No. 230176-C-AS, Fire Equipment, Supplies, and Service, Utilizing Lake County Contract No. 22-730G

RECOMMENDATION:

Increase File No. 230176-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G with Municipal Emergency Services, Inc. (MES), effective through July 31, 2025, in an annual estimated amount not to exceed \$65,000, an increase of \$40,000, for the Fire Department (FD).

BACKGROUND:

On August 01, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. On April 11, 2023, Lake County executed one (1) two (2) year renewal. On July 21, 2023, the City administratively approved Contract File No. 230176-C-AS. The purpose of this contract is to furnish and deliver ongoing and as needed fire protective equipment, supplies, and service, in accordance with the National Fire Protection Association (NFPA) code 1851 standards. The increase is needed due to an increase in personnel (see attached memo).

FUNDING: 001-1102-522.52-00 FY24 Fire Dept. Operating Supplies
001-1102-522.46-00 FY24 Fire Dept. Repairs and Maintenance

Accepted by: _____

[Signature]
City Manager

Attest: _____

[Signature]
City Clerk



Tarpon Springs Fire Rescue

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



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

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director

From: Scott Young, Fire Chief 

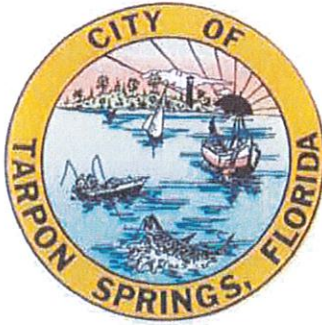
Re: Request to increase Contract File No. 230176-C-AS (BPO# 230767) for Municipal Emergency Services (MES)

Date: February 23, 2024

The Fire Department is requesting an increase to Contract File No. 230176-C-AS (BPO# 230767) in the amount of \$40,000.00 from \$25,000.00 to \$65,000.00, to pay for remaining months of fire protection equipment and repairs through the remaining period until July 31, 2025.

MES provides the department with our fire protective gear and tools by using the Lake County Contract #22-730G. Due to an increase in staffing, and to keep in compliant with the National Fire Protection Association (NFPA) code 1851 standards, the Fire Department's need for purchasing new bunker gear equipment has increased.

Funding for this will come out of accounts: FY24 *Operating Supplies* 001-1102-522.52-00 and *Repairs & Maintenance* 001-1102-522.46-00.



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: 7/21/2023
SUBJECT: Administrative Approval to Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, Utilizing Lake County Contract No. 22-730G

RECOMMENDATION:

Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G to Municipal Emergency Services, Inc. (MES) for a two (2) year period, effective August 01, 2023 through July 31, 2025, in an estimated annual amount not to exceed \$24,999.99, for the Fire Department.

BACKGROUND:

On August 1, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. On April 11, 2023, Lake County executed one (2) year renewal. The purpose of this contract is to furnish and deliver ongoing and as needed equipment, parts, supplies, and service, including bunker gear, and required annual testing of self-contained breathing apparatus (SCBAs) worn by firefighters to ensure their safety. The Fire Department plans to use this contract to purchase equipment for the new firetruck currently on order. Amount expended over the previous 12-months was \$7,607.34.

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

Date of Approval: 7-21-2023



Tarpon Springs Fire Rescue

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



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Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

RICHARD KINNEY
Fire Marshal
rkinney@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: Municipal Emergency Services Contract Renewal
Date: July 18, 2023

Recommendation

Authorize contract for fire protection equipment, parts, supplies & service with Municipal Emergency Services (MES) in the amount of \$25,000.

Background

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing on its SCBA's and is essential to ensure firefighter safety. MES is certified in the annual testing of our air packs. MES also provides the department with our fire protective gear and tools by using The Lake County Contract #22-730G. MES's performance has met the needs of our department with their services.

Funding

Fund for these items are budgeted in the account: *Operating Supplies* 001-1102-522.52-00,
Maintenance & Repairs 001-1102-522.46-00.



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Ward Petrie</u> Title: <u>SVP Finance</u> Date: <u>4/10/23</u> E-mail: <u>wpetrie@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, CPPB, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Public Services Department

Memorandum

Date: June 5, 2025
To: Tarpon Springs Board of Commissioners
Through: Charles Rudd, City Manager
From: Thomas Kiger, Public Services Director
Jamie Taylor, Recreation Superintendent
Subject: Sunset Beach and Craig Park Boat Ramp Parking Update.

Recommendation

Authorize increased weekend staffing at Sunset Beach and Craig Park to facilitate traffic and parking compliance.

Background

City staff were directed to assess options for improving parking and traffic at Sunset Beach and the Craig Park boat ramp due to reported high traffic and parking congestion over the Memorial Day weekend.

Staff have developed an interim plan to improve parking and traffic flow to facilitate public use of these facilities. At this time, staff are requesting Board approval to add two part time staff to Sunset Beach and Craig Park. Staffing will be as follows:

- Two (2) part time staff will be stationed at Sunset Beach and will rotate to Craig Park periodically throughout the day.
- Planned staffing will be from 8am to 6pm on Saturdays and Sundays, as well as public holidays as needed
- Staffing will be conducted primarily by recreation part time staff, and the opportunity will also be extended to existing crossing guard staff to assist with staffing coverage
- Estimated costs are \$650 per week for weekend only staffing. Total costs for 15-16 weeks of staffing are approximately \$11,000, which will provide some flexibility as the program is implemented.
- The goal of posted staff will be to monitor traffic and parking, educate the public on boat ramp permit requirements, facilitate improved traffic flow, and notify the Police Department if parking enforcement is required.

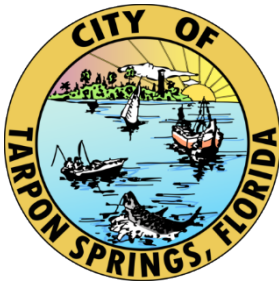
- Public Services management has posted an advertisement for two Temporary Part Time positions to facilitate this staffing plan. With BOC approval, these positions will be hired and the staffing plan will be implemented.

Funding

Funds for this program have been identified in the non-departmental general fund budget, and if approved will be transferred to the Recreation Budget in a future budget resolution.

Next Steps

Public Service and police staff are developing long-term options for permanent parking solutions for Craig Park, Sunset Beach, and the splash park. These efforts are focused on non-resident parking, electronic payment options, establishing rates, resident parking pass options, updating fines to improve compliance, procurement, and other related items which will be brought for future consideration by the Board.



CITY OF TARPON SPRINGS, FL

CITY MANAGER

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

MEMORANDUM

To: Mayor, Vice Mayor, and Commissioners
From: Charles Rudd, City Manager
Subject: Approve Holiday Meeting Schedule Changes for FY 2025

Recommendation:

That the Board of Commissioners approve a revised holiday meeting schedule for fiscal year 2025.

Background:

The Board of Commissioners typically meets the second and fourth Tuesday of each month. In accordance with the schedule that the Board has observed in past years, I recommend that the Board of Commissioners amend the schedule for September 2025, November 2025, and December 2025 as follows:

- Meet the second and last Tuesday in September 2025 due to Rosh Hashanah on September 23. The meeting dates for September would be September 9 and 30, 2025.
- Meet the first and third Tuesday in November 2025 due to Veterans Day on November 11 and November 25 (Thanksgiving Week). The meeting dates for November would be November 4 and 18, 2025.
- Meet the second and third Tuesday in December 2025 due to Christmas Holiday. The meeting dates would December 9 and 16, 2025.



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: Multimodal Impact Fee Ordinance Interlocal Agreement between Pinellas County and City of Tarpon Springs **(Renea Vincent, Planning & Zoning Director) (5 Minutes)**

Recommendation

Approve Interlocal Agreement between the City of Tarpon Springs and Pinellas County for the Countywide Multimodal Impact Fee Ordinance.

Background

Forward Pinellas, in its role as the Metropolitan Planning Organization (MPO) has been in process of updating the existing Countywide Multi-Modal Impact Fee Ordinance as provided for in Chapter 150, Article II, Part III of the Pinellas County Code of Ordinances. This ordinance establishes and provides for the administration of multi-modal impact fees associated with new development throughout Pinellas County. The work related to this update is not expected to be completed late 2025.

Concurrently, pursuant to recent statutory changes to the State's concurrency requirements (Section 163.3180, Fla. Stat.), as initiated by CS/HB 479 (2024), where a county and municipality charge a mobility impact fee, they must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation impacts to ensure any new development or redevelopment is not charged twice for the same impacts. This interlocal agreement must be executed, per statute, no later than October 1, 2025.

The attached interlocal agreement memorializes the existing procedures for the imposition, collection, and expenditure of the multi-modal impact fee, as provided in Chapter 150, Article II, Part III of the Pinellas County Code of Ordinances, so that the County and municipalities can continue administering the multi-modal impact fee program under the status quo while potential updates to the ordinance and fee structure are still under consideration.

Funding

N/A

Strategic Plan Objective

B.3.1: Increase safe access to multi-modal transportation such as walking, biking, local transit, shuttles, waterways, etc.

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
MULTIMODAL IMPACT FEE COORDINATION**

THIS INTERLOCAL AGREEMENT FOR MULTIMODAL IMPACT FEE COORDINATION (“the Agreement”), is made and entered into this ____ day of _____, 2025, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the Town of Belleair, the City of Clearwater, the City of Dunedin, the City of Gulfport, the Town of Indian Shores, the City of Largo, the City of Madeira Beach, the Town of North Redington Beach, the City of Pinellas Park, the Town of Redington Beach, the Town of Redington Shores, the City of St. Pete Beach, the City of St. Petersburg, the City of Seminole, the City of South Pasadena, the City of Tarpon Springs, and the City of Treasure Island (individually as the “Municipality,” collectively as the “Municipalities”), and jointly referred to from time to time throughout this Agreement as the “Parties”.

Recitals

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Florida Statutes § 163.01, also known as the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, the County established a countywide mobility management system pursuant to its home rule authority which governs 1) the process of managing transportation impacts of development projects and 2) the assessment, collection, and expenditure of multimodal impact fees, pursuant to Florida Statutes § 163.31801; and

WHEREAS, the countywide multimodal transportation system consists of all transportation facilities and public rights-of-way, including roads, bridges, transit infrastructure, trails, and sidewalks that facilitate the movement of people and goods within the geographic boundaries of Pinellas County and provide connections to the broader region through a variety of travel choices; and

WHEREAS, the County and the Municipalities recognize the importance of developing and maintaining a safe, efficient, and convenient multimodal transportation

system that has adequate capacity to meet the mobility needs of all users and promote and protect public health and safety; and

WHEREAS, the County has established, as provided in Pinellas County Ordinance No. 16-21, that land development activities generate impacts to the multimodal transportation system and new development shall bear a proportionate share of the cost of capital expenditures for new or expanded multimodal transportation facilities required by such development in order to maintain adopted level of service standards and improve capacity of the countywide multimodal transportation system; and

WHEREAS, Forward Pinellas, acting in its capacity as the Pinellas County Metropolitan Planning Organization, has adopted the Pinellas County Mobility Plan to replace local transportation concurrency management programs with a countywide system that provides local governments with the means to manage the traffic impacts of development projects and increase mobility for all roadway users through local site plan review processes and the use of multimodal impact fees to fund mobility improvements; and

WHEREAS, the County has adopted a mobility management system designed to implement the Pinellas County Mobility Plan as outlined in Chapter 150 of the Pinellas County Land Development Code; and

WHEREAS, Chapter 150, Article II of the Pinellas County Land Development Code (the “Multimodal Impact Fee Ordinance”) establishes the processes by which the County and the Municipalities assess, collect, and expend multimodal impact fees (the “Impact Fees”); and

WHEREAS, the County and the Municipalities share responsibility for collection of Impact Fees for developments that will generate additional traffic impacts to the countywide multimodal transportation system; and

WHEREAS, Section 150-39 of the Pinellas County Land Development Code requires that no County or municipal certificate of occupancy, use permit, or occupational license for any activity requiring payment of the Impact Fee shall be issued unless and until the Impact Fee has been paid;

WHEREAS, Florida Statutes § 163.3180(5)(j) requires that counties and municipalities that charge developers of new developments or redevelopments a fee for transportation capacity impacts enter into an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, though both the County and the Municipalities operate pursuant to the processes and procedures established by Chapter 150, Article II of the Pinellas County Land Development Code for the assessment, collection, and expenditure of Impact Fees, there is no interlocal agreement in place memorializing the cooperative mitigation of transportation impacts; and

WHEREAS, both the County and the Municipalities wish to enter into this Agreement pursuant to Florida Statutes § 163.3180(5)(j) which will serve to memorialize their cooperative mitigation of transportation impacts.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants, promises, and representations herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 RECITALS

The above recitals are hereby incorporated fully into this Agreement as adopted findings of fact and intent.

SECTION 2 IMPOSITION AND COLLECTION OF MULTIMODAL IMPACT FEES

2.1 Pursuant to Florida Statutes § 163.3180(5)(j)(4), Impact Fees are imposed countywide, including in the incorporated and unincorporated areas of the County, as provided in Section 150-49 of the Pinellas County Land Development Code.

2.2 Pursuant to Section 150-39 of the Pinellas County Land Development Code, any person who seeks a certificate of occupancy for land development activity or seeks to change a use by applying for issuance of a local business tax receipt, land use permit, development order or municipal equivalent thereof which will generate additional traffic shall be required to pay a multimodal impact fee in the manner and amount set forth by Chapter 150, Article II of the Pinellas County Land Development Code.

2.3 Pursuant to Florida Statutes § 163.31080(5)(j)(2), the County and the Municipalities agree that payment and collection of Impact Fees shall be collected by each Municipality, as part of the building and permitting processes of each Municipality as provided in Section 150-41 of the Pinellas County Land Development Code. The amount of the required Impact Fees shall be computed in the manner set forth in Section 150-40 of the Pinellas County Land Development Code.

2.4 Pursuant to Section 150-42 of the Pinellas County Land Development Code, each Municipality which collects and administers Impact Fee funds shall establish a trust account which shall be used exclusively for Impact Fees collected under the terms of Chapter 150, Article II of the Pinellas County Land Development Code. Pursuant to Section 150-43(e) of the Pinellas County Land Development Code, the fees shall be held by each Municipality until the end of the fiscal year in which collected. On the beginning of each new fiscal year (October 1), the Municipalities shall transfer one-half of all fees collected, and the interest accrued thereon, less the amount retained by each Municipality for administering the Impact Fee program, to the County for placement in the appropriate County Impact Fee trust account. The remaining one-half shall be deposited in the Municipalities' respective trust accounts.

2.5 The Municipalities and County shall use their respective share of the collected Impact Fees in a manner consistent with the provisions of Chapter 150, Article II of the Pinellas County Land Development Code.

2.6 The Municipalities and County agree that any new development or redevelopment shall not be charged twice for the same transportation capacity impacts.

SECTION 3 NONPAYMENT OF MULTIMODAL IMPACT FEES

The Parties agree that in the event of non-payment of Impact Fees by the feepayer, no certificate of occupancy, or other such license permit, or municipal equivalent requiring payment of an Impact Fee pursuant to Chapter 150, Article II of the Pinellas County Land Development Code shall be issued unless and until the Impact Fee has been paid.

SECTION 4 REFUND

Nothing in this Agreement alters the right of a fee payer to request refunds pursuant to Section 150-44 of the Pinellas County Land Development Code.

SECTION 5 IMPACT FEE CREDITS

Nothing in this Agreement modifies, waives, or alters the method for calculating the required Impact Fees pursuant to section 150-40 of the Pinellas County Land

Development Code, nor does it modify, waive, or alter the authority of each Municipality to approve alternative methods of calculation of Impact Fees and/or accept an offer by the feepayer to construct mobility improvements consistent with the comprehensive plan or other plans of the Municipality, or Forward Pinellas' LRTP, for credit against the assessed Impact Fee pursuant to Section 150-41 of the Pinellas County Land Development Code.

SECTION 6 INDEPENDENT CALCULATION

Nothing in this Agreement modifies or prevents the right of any feepayer to determine their multimodal impact by providing an independent fee calculation study pursuant to the provisions of Section 150-40(d) of the Pinellas County Land Development Code.

SECTION 7 RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS

Nothing in this Agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or the Municipalities' jurisdiction over their respective Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8 ENTIRE AGREEMENT

This Agreement embodies all of the promises, covenants, agreements, conditions, and understandings between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations, inducements, and/or agreements, whether written or verbal, expressed or implied, between the Parties hereto, except as herein contained.

SECTION 9 OFFICIAL NOTICE

All notices, consents, approvals, waivers, and elections required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Housing and
Community Development
Glenn Bailey, Interim Director
310 Court Street
Clearwater, FL 33756
gbailey@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 10 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County pursuant to Florida Statutes § 163.01.

SECTION 11 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

11.1 This Agreement may be signed in counterparts and will become effective as to each Municipality after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 10 and shall continue until terminated by either Party.

11.2 This Agreement may be terminated upon thirty (30) days written notice. In the event this Agreement is terminated, the Parties shall be subject to the requirements of Florida Statutes § 163.3180(5)(j)(4)(b).

SECTION 12 NO WAIVER OF SOVEREIGN IMMUNITY

Both the County and the Municipalities expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes § 768.28, as amended from time to time. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or the Municipalities for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or the Municipalities, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 13 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 11.1 above.

PINELLAS COUNTY, FLORIDA,
by and through its County Administrator:

By: _____
Barry A. Burton,
County Administrator

TOWN OF BELLEAIR

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF CLEARWATER

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF DUNEDIN

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF GULFPORT

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF INDIAN SHORES

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF LARGO

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF MADEIRA BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF NORTH REDINGTON BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF PINELLAS PARK

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON SHORES

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETE BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETERSBURG

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SEMINOLE

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SOUTH PASADENA

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TARPON SPRINGS

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:



MEMORANDUM

To: Board of Commissioners

Through: Charles Rudd, City Manager

From: Renea Vincent, Planning Director
David Gilson, Building Director, CBO

Date: May 22, 2025

Subject: **Zenlofts / Rudy Arnaut request to amend Code of Ordinances, Chapter 6 (Buildings), Change of Contractor on a Building Permit**

BACKGROUND:

It is our understanding that Mr. Rudy Arnaut, via his attorney, wishes to request a discussion item with the BOC regarding the requirement of the Code of Ordinance (Chapter Six, Buildings) to obtain a new building permit to change the Prime Contractor on a current building permit for a single-family house located at the NE intersection of Shore Drive and Tallahassee Dr.

See Section 6-4.1 (Permit Fees) for reference.

https://library.municode.com/fl/tarpon_springs/codes/code_of_ordinances?nodeId=COOR_CH6BU_ARTIINGE_S6-4.1PEFE

The requirement to obtain a new permit when assigning a new prime contractor was first established by Ordinance 2003-22 (attached for reference) and has been in place for over 22 years and is very similar to the requirements of the City of St. Petersburg. There are practical reasons for this approach. A new permit establishes a “bright line” between the work performed under a previous contractor and that of a new contractor. Design plans are the property of the designer / architect of record and whoever they allow to utilize the plans. The owner may or not be certified to utilize the existing plans or assign them to a new contractor.

The Land Development code also provides context to this discussion pursuant to Article I, Section 5.03 Exceptions, which reads as follows:

§ 5.03 Exceptions.

(A) The provisions of this Code and any subsequent amendments shall not affect the validity of any lawfully issued and effective construction permit or site plan approval if:

(1) The development activity authorized by the permit has commenced or authorized prior to the effective date of this Code or application for building permit has been made and said permit is granted



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

and does not expire. Extensions to said permit or site plan shall not be granted if there is conflict with any of the provisions of this Code; and

(2) The development activity continues without interruption until the development is complete. If the construction permit expires, any further development activity shall occur only in conformance with the requirements of this Code. Interruption shall be defined as a cease in construction activity for a period greater than one year or a cease of construction activity which does follow an approved Phasing Plan.

(B) Any development activity that is excepted from the provisions of this Code pursuant to § 5.03 must meet only the requirements of the regulations in effect at the time the development order was approved. If the development order expires for any reason, any further development activity shall occur only in conformance with the requirements of this Code.

CONTEXT OF REQUEST:

Mr. Arnaut's rationale for his request is predicated upon the argument that construction has not commenced on the house and that there should be some allowance to assign a new prime contractor without the need to apply for a new building permit.

Doing so would allow him to maintain his current building permit (kept active through various extensions) and keep active the rear yard and side street variances associated with a project. The following LDC excerpt provides for the expiration of variances as follows:

The variance granted under the provision of this section shall expire within two (2) years from the date the Board heard the application and granted the variance unless a building permit for construction has been issued in accordance with the plans and conditions upon which the variance was granted. The variance shall not expire after two (2) years from the date of issuance if a building permit issued in accordance with the plans and conditions upon which the variance was granted is active or is renewed pursuant to the applicable provisions regarding renewal of building permits.

Mr. Arnaut has also expressed concerns about the change in the FEMA flood zone designation since the building permit was obtained. The FEMA Flood Plain designation on the property changed from a VE (Velocity Zone) to an AE zone in 2021. The Land Development Code specifies that buildings in the VE zones measure building height from 5 feet above base flood elevation (BFE) to accommodate for increased base flood elevations. In a non-VE zone height is measured from "finished grade". While the property is now designated as AE, it is more precisely designated as a "Coastal A" zone that is waterward of the LMWA (Limit of Moderate Wave Action) line and is therefore functionally treated the same as a VE zone. If a new permit is required, height will be calculated in the same manner as previously applied. This may still require an overall adjustment of the proposed building height by 1 or 2 feet.

TIMELINE OF EVENTS:

- **2015:** Variance 15-17 originally denied by the BOA
- **May 2017:** Variance 17-40 approved reducing rear yard from 30' to 20'
- **May 2019:** Variance 17-40 granted a one-time six-month extension by the BOA



- **Oct. 2019:** Variance 19-121 approved Oct. 2019, reducing rear yard from 30' to 15', and side street setback from 15' to 12'11".
- **June 2022:** Building permit issued
- **Oct. 2022:** Extension granted
- **Oct 2022-Jan 2024:** Subcontractors added to permit also extended the expiration date
- **Jan 2024:** Extended through March 2026 (Disaster Declarations)

RECOMMENDATION:

Staff is of the opinion that there is no compelling reason to remove this requirement from the Code of ordinances for the one-off situation being presented by Mr. Arnaut and/or his attorney. Should the Board wish to consider some type of exception to the current requirement it is recommended that the following provisions be incorporated into any proposed code amendment:

- The project for which a change of primary contractor is being requested must not have begun construction
- The project for which a change of primary contractor is being requested is not reliant upon any a previously granted conditional use or variance that is beyond its original expiration date.
- The project was not approved under a previous version of the Florida Building Code.

Attachments:

Ord 2003-22

ORDINANCE 2003-22

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING CHAPTER 6 AND APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS BY AMENDING §6-4 TO REVISE PERMIT FEES; BY AMENDING §246.00 AND §247.00 TO REVISE FEES AND CHARGES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City of Tarpon Springs to adopt permit fees, processing fees and charges that are sufficient to support services; and

WHEREAS, the adoption of these fees is done to facilitate proper permitting, plan review and inspection activities by the City of Tarpon Springs relating to development within said City and relating to public safety, health and general welfare;

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

SECTION 1: § 6-4.1 of the Code of Ordinances is hereby amended as follows:

§ 6-4.1. PERMIT FEES.

(a) Building permit fees:

(1) Where the construction valuation ~~evaluation~~ does not exceed ~~cost is \$200~~ \$500 or less, no fee permit shall be ~~charged~~ required unless an inspection is required, in which case a fee of \$25 \$40 shall be charged. This exemption does not apply when construction, repair, remodeling, or improvement is a part of a larger or major operation whether undertaken by the same or different contractors or in which a division of the operation is made in contracts of amounts less than \$500 for the purpose evading this part or otherwise. Construction valuation is subject to review and approval by the building official.

(2) For construction evaluation cost greater than ~~\$200~~ \$500 to \$3,000 inclusive, the fee shall be \$25 plus ~~\$2~~ \$3 per \$1,000 or fraction thereof.

(3) For construction evaluation cost from \$3,001 to \$50,000 inclusive, the fee shall be \$25 plus ~~\$4~~ \$5 per \$1,000 or fraction thereof.

(4) For construction evaluation cost greater than \$50,001 to \$1,000,000, the fee shall be \$215 plus ~~\$2~~ \$3 for each additional \$1,000 or fraction thereof in excess of \$50,001.

(5) For construction evaluation cost greater than \$1,000,000, the fee shall be \$1,800 plus ~~\$1.50~~ \$2.00 for each additional \$1,000 or fraction thereof in excess of \$1,000,000.

(6) If plan ~~checking~~ review or inspection is required, an additional surcharge of 50% of the building permit fee shall also be required, except where otherwise indicated.

(7) Construction ~~costs~~ valuation shall be estimated as set forth in the most current Building Valuation Data as published by the International Code Council, Inc. ~~Southern Building Code Congress International, Inc.~~ or other appropriate model code organization; however, an actual

signed contract for the construction cost valuation may be used to determine the applicable fee, at the option of the applicant.

(8) Miscellaneous building permit fees:

Swimming pools-Residential, each . . . ~~40.00~~ 50.00
Swimming pools-Commercial or multifamily, each . . . ~~60.00~~ 75.00
Swimming pools-Above ground (no plan ~~checking~~ review charge), each . . . ~~25.00~~ 40.00
Demolition (no plan ~~checking~~ review charge), each . . . ~~30.00~~ 50.00
Moving or relocation of building on lot (no plan ~~checking~~ review charge), each building . . . ~~50.00~~ 75.00
Temporary Trailers (no plan review charge), each . . . 50.00
Tents (no plan review charge), each . . . 40.00
Foundation only, each . . . 50.00
Signs . . . 25.00
 Plus, per square foot . . . 0.15
Docks . . . 30.00
 Plus, per square foot . . . 0.30
Seawalls and retaining walls . . . 30.00
 Plus, per linear foot . . . 0.30
Fences . . . 25.00
 Plus, per linear foot . . . 0.10
Additional plan ~~checking~~ review (~~change in plans~~), each . . . ~~25.00~~ 40.00
All site work . . . Cost of construction
Dredging . . . Cost of construction
Roofing permits . . . Cost of construction

(b) Electrical permit fees:

- (1) Base fee . . . 25.00
(2) Plus service-installation service charges—Repair, replacement or relocation as follows:

Outlets and current controlling devices, each . . . 0.40
Outlets controlling window air conditioner, each . . . 3.00

Service:

0--100 amps, each . . . 4.00
101--400 amps, each . . . 6.00
401--800 amps, each . . . 15.00
Over 800 amps, each . . . 20.00

Motors or generators:

Not over 1 hp, each . . . 4.00
Over 1 hp to 3 hp, each . . . 5.00
Over 3 hp to 20 hp, each . . . 10.00
Over 20 hp to 50 hp, each . . . 15.00
Over 50 hp, each . . . 25.00
Over 100 hp, each . . . 35.00

Electric heating:

Central air conditioning, each . . . 5.00
Baseboard or wall, each . . . 4.00
Ceiling heat per room, each . . . 4.00
Strip heat per unit, each . . . 4.00
Electric furnace or oil burner units, each . . . 4.00
Misc. electrical heating units, each . . . 4.00

Cooking:

Residential ranges (free standing), each . . . 4.00

- Residential cook top or oven, each . . . 4.00
- Commercial ranges, each . . . 15.00
- Commercial bake ovens, each . . . 15.00
- Kitchen fan and hood, each . . . 3.00
- Small appliances:
 - Dishwashers, vacuum, disposals, water heaters, washing machines, dryers, etc., each . . . 4.00
- Fans:
 - Exhaust fans, 1/8hp, each . . . 3.00
 - Over 1/8hp, each . . . 3.00
 - Attic fans, ceiling fans, paddle fans, each . . . 3.00
 - X-ray units, each . . . 20.00
 - Dental units, each . . . 10.00
 - Electric elevators, each . . . 20.00
 - Electric welder-transformer type, each . . . 15.00
 - Escalator and overhead crane, each . . . 40.00
- Transformers:
 - Transformer, over 1 kva . . . 6.00
 - Bell type transformer . . . 3.00
- Display cases:
 - 10 lights or less, each case . . . 3.00
 - Over 10 lights, each light . . . 1.00
 - Spotlight, each . . . 0.50
 - Floodlight, each . . . 1.50
 - Load regulator, each . . . 2.00
 - All signs (plus service size), each . . . 10.00
 - Swimming pools, each . . . 10.00
 - Spas, each . . . 10.00
 - Sawpole, each . . . 10.00
 - Power pole replacement, each . . . 10.00
 - Mobile home or trailer-plus service size, each . . . 5.00
 - Island or post light, each . . . 2.50
- (c) Mechanical (air conditioning, heating, refrigeration) permit fees:
 - (1) Base fee . . . 25.00
 - (2) Air conditioning, heating, refrigeration, ventilation and duct systems, per system . . . ~~15.00~~ 20.00
 Plus, per each \$1,000 or fraction of the cost thereof . . . ~~4.00~~ 5.00
 - (3) Repairs, alterations and additions to an existing system, per system . . . ~~10.00~~ 15.00
 Plus, per each \$1,000 or fraction of the cost thereof . . . ~~3.00~~ 4.00
- (d) Gas permit fees:
 - (1) Base fee . . . 25.00
 - (2) Gas tanks (all types, gas and oil) under 1,000 gals. each tank . . . ~~15.00~~ 20.00
 Plus, each \$1,000 or fraction of the cost thereof . . . ~~4.00~~ 5.00
 - (3) Gas tanks (all types, gas and oil) over 1,000 gals, each tank . . . ~~50.00~~ 60.00
 Plus, each \$1,000 or fraction of the cost thereof . . . ~~4.00~~ 5.00
 - (4) Natural gas connections, per connection . . . ~~4.00~~ 5.00
 Plus, each \$1,000 or fraction of the cost thereof . . . ~~4.00~~ 5.00
- (e) Fire prevention permit fees: All fire prevention permit fees shall be charged on cost of construction, as set forth in building permit fee schedule.

- (f) Plumbing permit fees:
 - (1) Base fee . . . 25.00
 - (2) Fixtures:
 - First 8 fixtures, each . . . 5.00
 - Over 8 fixtures, each . . . 4.00
 - (3) Hose bibbs (~~vacuum breakers~~):
 - First 5 hose bibbs, each . . . 5.00
 - Over 5 hose bibbs, each . . . 4.00
 - (4) Water hookup, each unit . . . 10.00
 - (5) Sewer hookup, each unit . . . 10.00
 - (6) Sewer or water line replacement or repair, per 100 linear feet or fraction thereof . . . 5.00
 - (7) Deep wells, each . . . 20.00
 - (8) Shallow wells, each . . . 20.00
 - Note: Pumps for wells need require electrical permit
 - (9) ~~Sprinkler~~ Irrigation systems, each . . . 20.00
 - Plus, per zone, each . . . 3.00
 - (10) Solar hot water energy systems, each . . . 20.00
 - (11) Mobile home or trailer hookup (includes water and sewer hookup), each . . . 20.00
 - (12) Lift stations or standpipes, each . . . 20.00
- (g) Miscellaneous fees:
 - (1) In the event of a change in contractor or subcontractor during construction, new permits shall be required and the fees shall be apportioned based upon the percentage of work to be completed.
 - (2) If reinspection is required, a fee of ~~\$25~~ \$30.00 shall be imposed. Fees must be received before additional inspections will be made on the project. All reinspections after the initial reinspection for the same noted code violation will be charged at three (3) times the normal reinspection fee.
 - (3) In the event that a permit is procured after the start of construction or work on the job site, a permit fee shall be doubled for the first violation for any particular party responsible for the procurement of the applicable permit. In the event of subsequent violations within two years, all fees shall be ~~three~~ ten (10) times the normal permit fee for any party required to procure each permit. In addition, the Building Official shall notify the applicable licensing boards of such violations by licensed contractors.
 - (4) The cost of obtaining flood elevation certificates shall be ~~\$25~~ \$50 per certificate.
 - (5) Special purpose or courtesy inspection/investigation shall be ~~\$25~~ \$30 each.
 - (6) Notary public services shall be \$1 per document.
 - (7) No refunds unless permit issued in error by City.

SECTION 2: § 246.00 of the Code of Ordinances is hereby amended as follows:

The following processing fees are hereby established:

TABLE INSET:

Type of Service	Fee
Appeal of Administrative Decision (BOA)	\$125.00 <u>\$150.00</u> plus \$15.00 Advertising Fee
Concurrency Determination Appeal	\$150.00 Application Fee Plus \$350.00 Deposit, Balance of Actual Cost of Hearing Paid on a 50/50 Basis Between Applicant and the City
Conditional Use	\$150.00 <u>\$250.00</u> plus \$5.00 Advertising Fee
Construction Drawing Review	\$-60.00 <u>\$100.00</u>
Reinspection Fee – Site/Engineering	\$ 40.00
All reinspections after the initial reinspection for the same noted violation or deficiency will be charged at three (3) times the normal reinspection fee.	
Declaration of Restrictions, Covenants, Easements, etc.	\$250.00 or actual cost
Development Agreements:	
Request to Negotiate	\$ 50.00
Development Proposal	\$500.00
Agreement Modification	\$200.00
Agreement Extension	\$200.00
Final Subdivision Plat	\$150.00 <u>\$250.00</u>
Historic Preservation:	
Application for Designation	\$-60.00 <u>\$150.00</u> plus \$30.00 Advertising Fee
Appeals	\$ 50.00 each
Certificate of Approval	\$ 50.00 each
Certificate of Approval for Signs	\$ 25.00 each
Economic Hardship Exceptions	\$100.00 <u>\$150.00</u> plus \$30.00 Advertising Fee
Land Use Change Only (PPC or City)	\$300.00 <u>\$350.00</u> , plus \$100.00 Advertising Fee, plus TBRPC fee paid prior to adoption, if applicable
Minor Subdivision	\$-60.00 <u>\$100.00</u>
Planned Development:	
Conceptual Development Plan	\$-60.00 <u>\$150.00</u>
Preliminary Development Plan	\$450.00, plus \$100.00 Plan Advertising Fee, plus TBRPC fee paid prior to adoption, if applicable
Final Development Plan	\$250.00
Minor Modifications	\$ 50.00 each
Time Extensions	\$ 75.00 each
Major Modifications or Amendment	Same as Preliminary Development Plan Development Plan Fees
Rezoning and Land Use Change (PPC or City)	\$450.00 <u>\$500.00</u> , plus \$100.00 Advertising Fee, plus TBRPC fee paid prior to adoption, if applicable
Rezoning Only	\$350.00, plus \$60.00 <u>\$100.00</u> Advertising Fee
Sidewalk Cafe Uses	\$-25.00 <u>\$250.00</u> each
Site Plan Extension Request	\$-60.00 <u>\$100.00</u> each
Site Plan:	
0–0.99 acres	\$100.00 <u>\$150.00</u>
1.0–2.99 acres	\$200.00
3.0–5.99 acres	\$300.00
6.0–9.99 acres	\$350.00
10–14.99 acres	\$400.00
15–19.99 acres	\$500.00
20 acres or more	\$750.00
TBRPC Review Fee	Established by TBRPC, payable upon receipt of bill from TBRPC and prior to adoption, if applicable
Temporary Use	\$-25.00 <u>\$100.00</u> each
TRC Review for Day Care Centers, Family Care Homes, Community Residential Homes, Emergency Shelters, Residential Treatment Facilities, Recovery Homes, Lodging Facilities, and Private Clubs	\$-25.00 <u>\$100.00</u> each
Tree Removal Permits and Inspections:	
Existing Single Family or Two Family Residence	\$-5.00 <u>\$25.00</u> per tree
Existing Multi-Family Residence	\$-15.00 <u>\$25.00</u> per tree
Existing Commercial, Industrial, or Other Non-Residential Structure	\$ 30.00 per tree
All New Construction	\$ 25.00 per tree
Land Clearing or Grubbing	\$ 25.00 per tree
Initial Inspection	No Charge
Reinspection Fee	\$ 40.00 each
Vacation of Property	One-half of appraised value of vacated property (See § 216.00(F))
Variance Request	\$125.00 <u>\$250.00</u> each plus \$15.00 Advertising Fee

SECTION 3: § 247.00 of the Code of Ordinances is hereby amended as follows:

The following charges for service are hereby established ~~for the Planning and Zoning Department:~~

TABLE INSET:

Type of Service	Charges
Comprehensive Plan: Future Land Use Map Series (Bound) Individual Element (Unbound) Entire Plan Package (Bound) Policy Document (Bound)	 \$ 40.00 each \$ 0.15 per page (<u>5¢ extra for two-sided</u>) \$300.00 each \$ 60.00 each
Copying: <u>8 1/2" x 11"</u> <u>8 1/2" x 14"</u> <u>11" x 17"</u> <u>Microfilm or Microfiche</u> <u>Notary Public Services</u>	 \$ 0.15 per page (<u>5¢ extra for two-sided</u>) \$ 0.15 per page (<u>5¢ extra for two-sided</u>) \$ 0.25 per page (<u>10¢ extra for two-sided</u>) \$ 1.00 per page \$ 1.00 per document
Land Development Code: Unbound Bound Individual Article Zoning District Schedule	 \$ 45.00 each \$ 60.00 each \$ 0.15 per page (<u>5¢ extra for two-sided</u>) \$ 3.50 each
Miscellaneous Maps	\$ 5.00 each
Official Zoning Atlas: Bound Set Individual Page Overall Zoning Map	 \$ 40.00 each \$ 1.00 each \$ 5.00 each

SECTION 4: SEVERABILITY

If any part of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

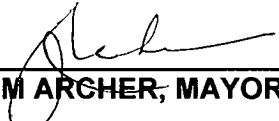
SECTION 5: EFFECTIVE DATE

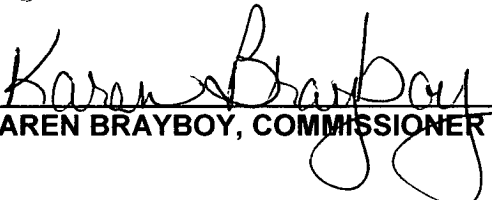
That this ordinance shall become effective on June 1, 2003.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

PASSED and ADOPTED this 20th day of May, 2003.


L. F. DIDONATO, DC, MAYOR-COMMISSIONER


JIM ARCHER, MAYOR PRO TEMPORE


KAREN BRAYBOY, COMMISSIONER


DAVID O. ARCHIE, COMMISSIONER

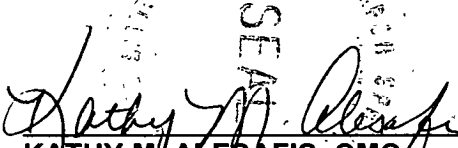

PETER F. NEHR, COMMISSIONER

MOTION BY: COMMISSIONER Nehr
SECOND BY: COMMISSIONER Brayboy

VOTE ON MOTION

COMMISSIONER NEHR	<u>Yes</u>
COMMISSIONER ARCHIE	<u>Yes</u>
COMMISSIONER BRAYBOY	<u>Yes</u>
MAYOR PRO TEMPORE ARCHER	<u>Yes</u>
MAYOR DIDONATO	<u>Yes</u>

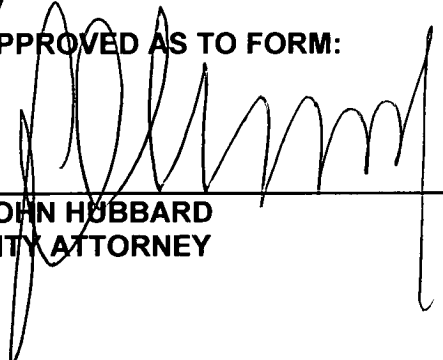
ATTEST:


KATHY M. ALESAFIS, GMC
CITY CLERK & COLLECTOR

FIRST READING: May 6, 2003

SECOND READING: May 20, 2003

APPROVED AS TO FORM:


JOHN HUBBARD
CITY ATTORNEY



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
 Andrew Salzman, City Attorney
From: Renea Vincent, Planning Director
Subject: 42503 US Highway 19 North, Municipal Access Easement Agreement Amendments (**Renea Vincent Planning & Zoning Director**) (10 Minutes)

Recommendation

Approve "Amended and Restated Easement and Restrictive Covenants Agreement" between CH Realty X-Morgan MF Tarpon Springs Anclote, L.L.C. and The City of Tarpon Springs.

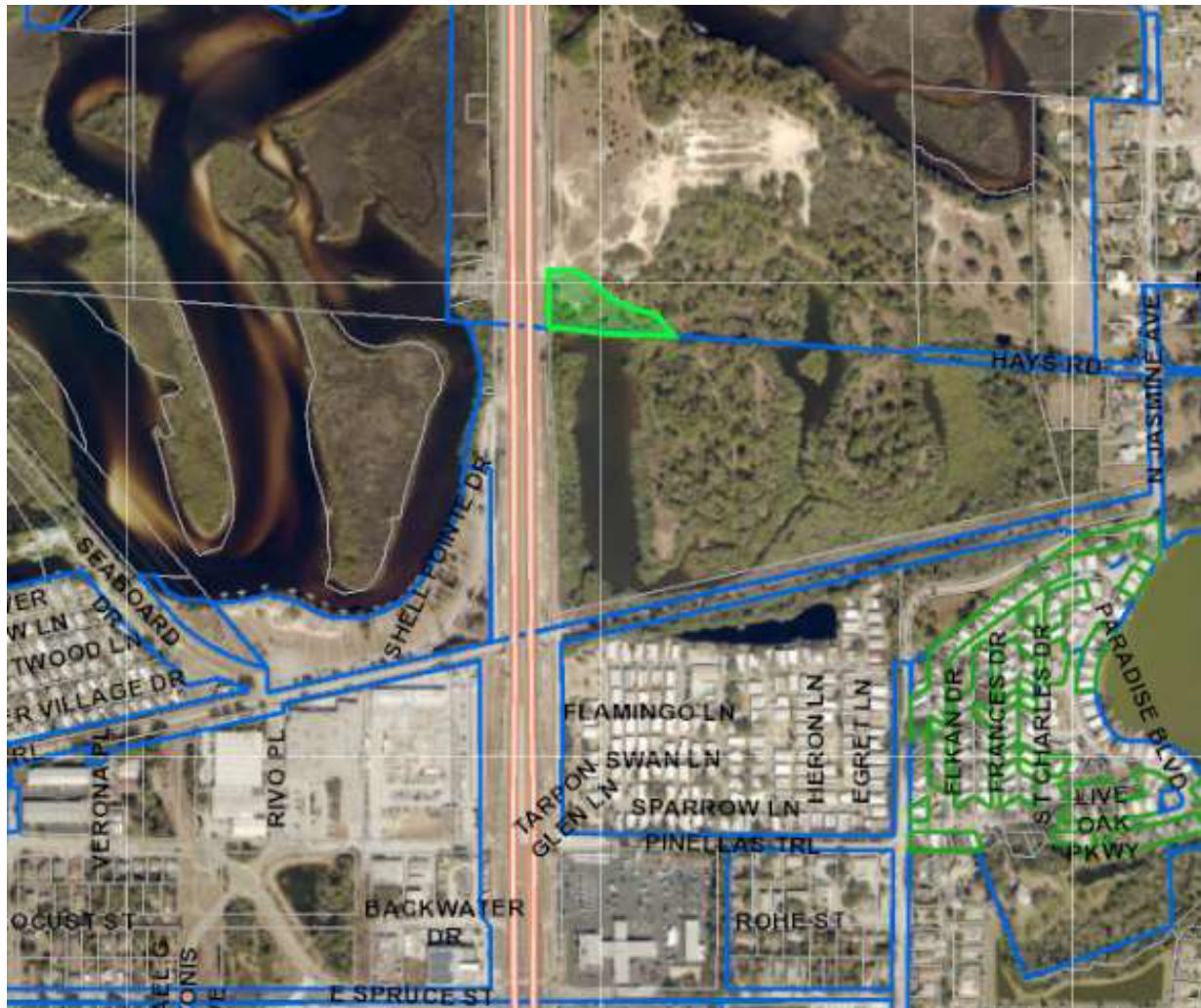
Background

In 2004/2005 the City of Tarpon Springs approved a development agreement for the construction of a Walmart Supercenter, with proposed outparcels, for the property located at 42503 US Highway 19 N (AKA the Walmart property, and/or Anclote Harbor property). The original Walmart plans included an ingress/egress easement for access to the proposed outparcels.

The outparcel identified as Lot 3 (highlighted in green in the location map below) was originally intended to support a retail use. In 2018, the City accepted the Lot 3 parcel through a land donation from the property owner (see attached BOC Agenda Back up materials from Dec 11, 2018). The property is subject to an Easement and Restrictive Covenant Agreement (originally entered into by the previous owner and Walmart) associated with the original Walmart project. The agreement provided for ingress and egress to Lot 3, stormwater retention via the larger developed parcel (former Walmart project, now Anclote Harbor project) and public water and wastewater lines provided to the edge of the property.

The modified/updated agreement will continue the previous provisions for ingress, egress and reserve stormwater capacity for any future development on the lot (restricted to 8,000 square feet). Any future development by the City is also limited by the previous land donation agreement to "public recreational, education and conservation purposes" and "protecting the natural habitat and providing scenic enjoyment for the public in perpetuity and no other use shall be permitted".

Out Parcel Location



Funding

N/A

Strategic Plan Objective

Goal B.1: Water Quality Protection (Rivers, Bayous, and Beaches)

**This document prepared by
and return to:**

John L. Shiekman, Esq.
GREENSPOON MARDER LLP
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

AMENDED AND RESTATED
EASEMENT AND RESTRICTIVE COVENANTS AGREEMENT

This AMENDED AND RESTATED EASEMENT AND RESTRICTIVE COVENANTS AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2025, between CH REALTY X-MORGAN MF TARPON SPRINGS ANCLOTE, L.L.C., a Delaware limited liability company ("CH"), and THE CITY OF TARPON SPRINGS, a municipal corporation of the State of Florida ("City") (CH and City sometimes being collectively referred to herein as the "Parties").

RECITALS:

A. Wal-Mart Stores East, LP, a Delaware limited partnership ("Wal-Mart") and Wilkinson Ancloate Land Limited Partnership, a Florida limited partnership ("Wilkinson") made and entered into that certain Easement and Restrictive Covenants Agreement dated April 11, 2005, and recorded April 12, 2005 in the Official Records Book 14238, Page 1048 of the Public Records of Pinellas County, Florida ("ECR").

B. At the time of execution of the ECR, Wal-Mart was the owner of the real property legally described on **Exhibit A** attached hereto and made a part hereof ("CH Property"), and Wilkinson was the owner of the real property legally described on **Exhibit B** attached hereto and made a part hereof ("City Property").

C. Wal-Mart conveyed the CH Property to CH by Special Warranty Deed dated December 20, 2024 and recorded December 26, 2024, in Official Records Book 23012, Page 1955, of the Public Records of Pinellas County, Florida and, therefore, CH has succeeded to the rights of Wal-Mart under the ECR.

D. Wilkinson conveyed the City Property to the City by Special Warranty Deed With Use Restrictions in Perpetuity dated December 28, 2018 and recorded January 2, 2019 in Official Records Book 20382, Page 1516, of the Public Records of Pinellas County, Florida and, therefore, City has succeeded to the rights of Wilkinson under the ECR.

E. CH and City mutually agree to amend and restate the ECR in its entirety to modify the existing rights and obligations under the ECR in order to properly reflect the plans of the parties for future development of the CH Property and the City Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the sufficiency which is hereby acknowledged, CH and City do hereby agree as follows:

1. **Recitations.** The recitations set forth hereinabove are true and correct and are hereby incorporated herein by this reference.

2. **Grant of Easements.** CH, for itself, its successors and assigns, does hereby establish, grant, bargain, convey and sell unto City, for the benefit of City Property and its owners, tenants, users, licensees, employees, customers, invitees, guests, agents and assigns, a perpetual, non-exclusive easement, over, through and across the CH Property as follows:

a. **Access Road Easement:** An easement over the area depicted and legally described on **Exhibit C** attached hereto and made a part hereof (the "**Access Road Easement**") for the purpose of providing pedestrian and vehicular access (ingress and egress) to and from City Property and U.S. Highway 19, upon the completion of the Access Road (as defined herein). CH intends to construct, operate and maintain a paved entrance road within the Access Road Easement at its sole expense (the "**Access Road**"). City shall have the right to, and shall be responsible for constructing at its sole expense, a driveway connection to the Access Road. The City shall have the right to use the Access Road Easement as provided herein, provided the same shall not unreasonably interfere with CH and CH's successors, heirs, assigns, agents, tenants, guests, and invitees' use of the Access Road Easement or the Access Road. CH may restrict the Access Road Easement during periods of (i) emergency, (ii) construction, installation, maintenance and/or repairs to the Access Road, and/or (iii) construction, installation, maintenance and/or repairs on the CH Property. The City shall not allow automobiles or other vehicles of the City or its tenants, users, licensees, employees, customers, invitees, guests, and/or agents to be parked on or within the Access Road Easement at any time, except as is reasonably necessary in connection with an emergency situation occurring within, or adjacent to, the Access Road Easement.

b. **Stormwater Pond Easement.** As part of the development of the CH Property, CH intends to provide, at its cost and expense, one or more stormwater ponds and related facilities, which ponds and facilities shall, once constructed allow for the drainage of reasonable and necessary naturally-occurring storm and surface water runoff from that portion of the City Property that immediately abuts the CH Property occurring in connection with the City's intended development of the City Property (the "**Stormwater Pond Easement**"); provided, however, that (i) the City does not impact the existing wetland or jurisdictional areas on the City Property, such areas being depicted on **Exhibit D**, attached hereto and incorporated herein ("**Wetland and Jurisdictional Areas**"), and (ii) the City does not cause or permit any contaminated stormwater to be discharged into the stormwater ponds and facilities within the Stormwater Pond Easement, and (iii) the City Property is developed not to exceed a maximum of eighty percent (80%) imperviousness of the upland land existing on the City Property. Notwithstanding anything in this Agreement to the contrary, CH shall not be responsible for the development of any

additional stormwater management facilities, including but not limited to, stormwater retention, detention and treatment; flood plain mitigation; or wetland mitigation. City shall be solely responsible for any and all costs related to the design, permitting and construction of any allowable improvements which occur on City Property. City shall be responsible for any and all costs related to the design, permitting and construction of all land alterations, facilities and equipment related to the development of City Property. Notwithstanding the foregoing, the grant of the Stormwater Pond Easement shall not include a right of entry onto the CH Property.

3. **Development Restrictions.** The City Property shall only be developed in compliance with the following restrictions:

a. Any buildings to be constructed on City Property shall not exceed eight thousand (8,000) square feet in size. This limitation on the building size is related to the stormwater system that is shared between the CH Property and the City Property.

c. The City Property shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

4. **Reservation of Rights.** CH for itself, its successors and assigns, reserves the right to use and enjoy the easement areas described in Section 2 above in any manner not inconsistent with the rights and privileges granted herein.

5. **Development of the Parties' Respective Properties.** City and CH shall be responsible for separately and independently developing their respective properties in accordance with applicable zoning and other regulations.

6. **Indemnification/Insurance.** City, for itself, its successors and assigns, hereby indemnifies and saves CH harmless from any and all claims, damages, liabilities, causes of action, penalties, fines, losses, costs, expense and/or judgments arising from personal injury, death, or property damage to its respective property and tangible personal property located thereon arising as a result of or in connection with the use and enjoyment of the easement rights and privileges granted herein, save and except to the extent caused by the negligent or willful acts or omissions of CH. The City will include the City Property in the City's then-customary general liability insurance program. Nothing contained in this section shall be considered a waiver of the City's rights and privileges under sovereign immunity and Florida Statutes Section 768.28 with respect to tort claims by CH against the City, provided that the foregoing is not otherwise intended to limit the indemnification obligations set forth above.

7. **Eminent Domain/Not a Public Dedication.** Nothing herein shall be construed to give the owner of any property any interest in any award or payment made to another party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's property or giving the public or any government any rights in said property.

All other owners of property may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

Nothing contained herein shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

Nothing herein contained shall be deemed to be a grant or dedication of any portion of the lands identified herein to the general public, it being the intention of the parties that this Agreement and the easements granted herein shall be strictly limited to and for the purposes herein expressed.

8. **Rights of Successors.** The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

9. **Duration.** Unless otherwise canceled or terminated, this Agreement shall continue in perpetuity.

10. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

11. **Notices.** Any notice hereunder shall be in writing and shall be served by overnight delivery or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses of the parties as follows:

If to CH:

CH REALTY X-MORGAN MF TARPON
SPRINGS ANCLOTE, L.L.C.
3000 Richmond Avenue
Houston, TX 77098
Attention: General Counsel

If to City:

THE CITY OF TARPON SPRINGS,
FLORIDA
324 East Pine Street
Tarpon Springs, FL 34689
Attention: City Manager

With a copy to:

CH REALTY X-MORGAN MF TARPON
SPRINGS ANCLOTE, L.L.C.
3819 Maple Avenue
Dallas, Texas 75219
Attention: Asset Manager – Tarpon Springs

And a copy to:

GREENSPOON MARDER LLP
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Attention: John L. Shiekman, Esq.

Notice shall be deemed to have been given upon receipt or refusal.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties have not relied upon any statement, promise or representation not herein expressed, and this Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document. The parties agree that upon the recording of this Agreement in the Public Records of Pinellas County, Florida, the ECR shall be deemed terminated, cancelled and released.

13. **Attorney's Fees; Court Costs.** In the event any action or proceeding shall arise as a result of a dispute under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs through all trial and appellate levels.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

15. **Effective Date.** The "Effective Date" of this Agreement shall mean the last date upon which this Agreement has been fully executed by both CH and City and such fully executed Agreement has been delivered to the other party.

16. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Pinellas County, Florida.

17. **Miscellaneous.** Whenever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid, but if any provision hereof or the application thereof to any party or to any property shall be prohibited or held invalid such prohibition or invalidity shall not affect any other provision which may be given effect without the invalid provision or application, and to this end, the provisions hereof are declared to be severable. This Agreement shall not be construed or interpreted either in favor of or against one party, or more strictly against one party than against the other party, by virtue of the fact that initial drafts may have been prepared by legal counsel for one of the parties or the fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement, it being recognized that this Agreement is the product of negotiations between the parties hereto and that the parties have contributed substantively and materially to the final preparation of this Agreement.

18. **Estoppel Certificates.** Either party may, at any time and from time to time, in connection with the leasing, sale or transfer of its tract, or in connection with the financing or refinancing of its tract by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to the other party requesting that such party execute a certificate, in a form reasonably acceptable to such party, certifying that, to such party's then current actual (not constructive) knowledge, (a) the other party is not in default in the performance of its obligations to or affecting such party under this Agreement, or, if in default, describing the nature and amount or degree of such default, and (b) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. A party shall execute and return such certificate within twenty (20) days following its receipt of a request therefor.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Signed, sealed and delivered
in the presence of: [as to both]

*Printed Name:*_____

*Address:*_____

*Printed Name:*_____

*Address:*_____

CH:

CH REALTY X-MORGAN MF TARPON
SPRINGS ANCLOTE, L.L.C., a Delaware
limited liability company

By:_____
Tim Medrano, Vice President

STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Tim Medrano, as Vice President of CH REALTY X-MORGAN MF TARPON SPRINGS ANCLOTE, L.L.C., a Delaware limited liability company, on behalf of the company, by means of ☒ physical presence or ☐ online notarization (check one), freely and voluntarily. He is personally known to me or has provided _____ as identification.

Printed Name: _____

Notary Public

Serial Number (if any): _____

My Commission Expires: _____

[NOTARY SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed and delivered
in the presence of: [as to both]

*Printed Name:*_____

*Address:*_____

*Printed Name:*_____

*Address:*_____

CITY:

CITY OF TARPON SPRINGS, FLORIDA, a
municipal corporation of the State of Florida

By:_____

Print Name:_____

Its:_____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by _____, as _____ of CITY
OF TARPON SPRINGS, FLORIDA, a municipal corporation of the State of Florida, on behalf of
the municipal corporation, by means of ☒ physical presence or ☐online notarization (check one),
freely and voluntarily. He/She is personally known to me or has provided
_____ as identification.

Printed Name:_____

Notary Public

Serial Number (if any):_____

My Commission Expires:_____

[NOTARY SEAL]

CONSENT, JOINDER AND SUBORDINATION

PNC Bank, National Association, the undersigned lender (“Lender”), is the owner and holder of a mortgage on the CH Property (the “Security Instrument”), and hereby consents to the above Agreement, and subordinates its lien under the Security Instrument to the Agreement. This Consent, Joinder and Subordination shall not otherwise impair or affect the liens against the CH Property created by and under the Security Instrument.

LENDER:

PNC Bank, National Association

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ § SS.

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, _____ of PNC Bank, National Association, on behalf of said bank.

[SEAL]

Notary Public, State of _____
 Printed Name: _____
 My Commission Expires: _____

Exhibit A
CH PROPERTY

A PARCEL OF LAND BEING PRESENTLY DESCRIBED AS FOLLOWS:

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.

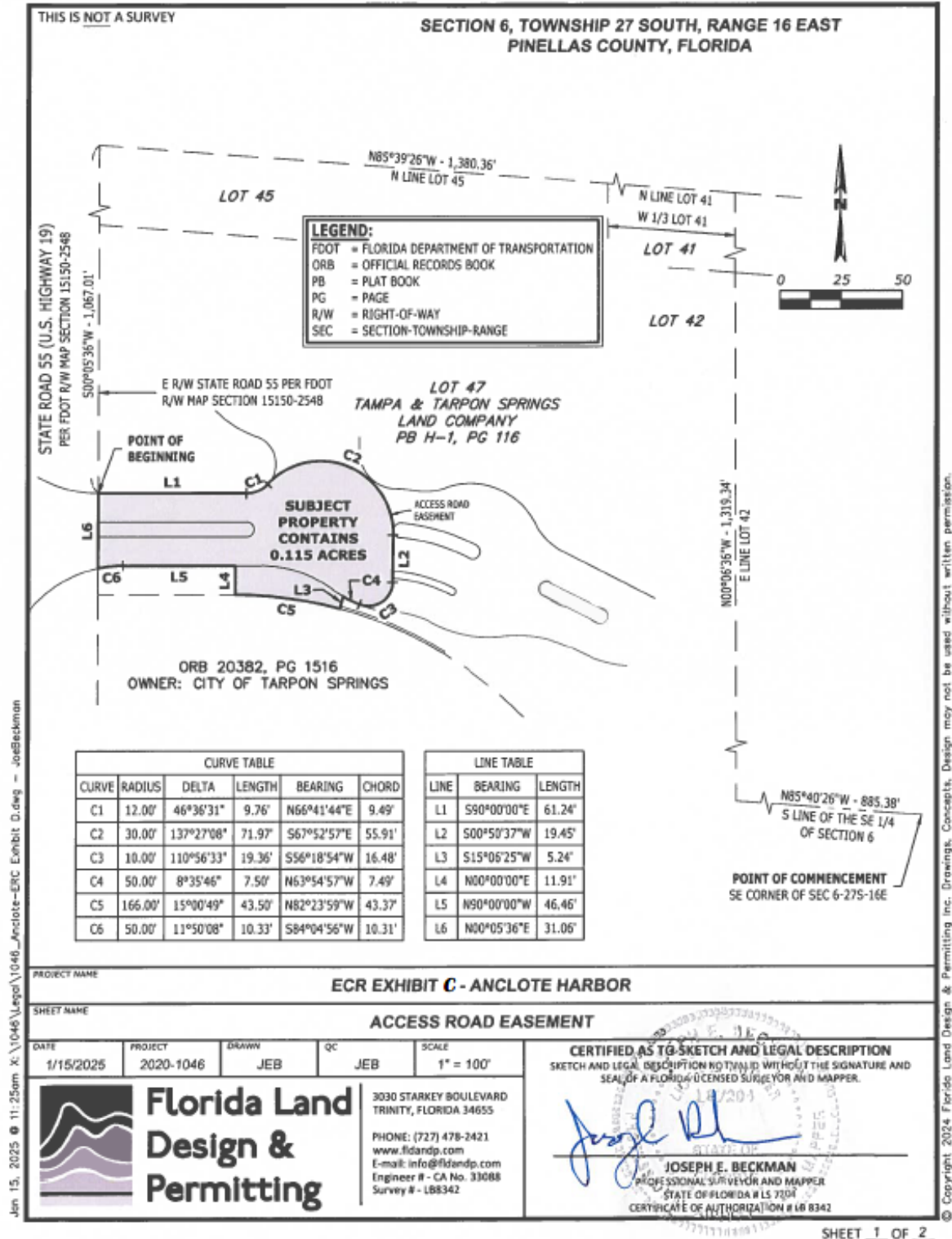
LESS AND EXCEPT LAND CONVEYED PURSUANT TO THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 14238, PAGE 1044 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Exhibit B
CITY PROPERTY

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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $85^{\circ}40'26''$ West along the South line of the Southeast $\frac{1}{4}$ of said Section 6 for a distance of 885.46 feet of 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 departing said South line of the Southeast $\frac{1}{4}$, run North $00^{\circ}09'16''$ West along the East line of the aforesaid Lot 42 and the East line of the West $\frac{1}{3}$ of Lot 41 of the aforesaid Tampa and Tarpon Springs Land Company, as recorded in Plat Book H-1, Page 116, for a distance of 1319.40 feet to a point on the North line of said Lot 41; thence run N $85^{\circ}42'06''$ W, along the North line of said Lots 41 and 45 of the aforesaid Tampa and Tarpon Springs Land Company, as recorded in Plat Book H-1, Page 116, 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. 15150-2548; thence departing said North line of Lots 41 and 45, run South $00^{\circ}02'56''$ West along said East right of way line for a distance of 1108.82 feet for a point of beginning; thence departing said East right of way line of State Road 55 (U.S. Highway 19), run South $89^{\circ}57'04''$ East, a distance of 56.74 feet to a point of curvature of a curve concave Southwesterly and having a radius of 166.00 feet and a central angle of $45^{\circ}49'15''$; thence run Southeasterly along the arc of said curve for a distance of 132.75 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 374.00 feet and a central angle of $37^{\circ}10'51''$; thence run Southeasterly along the arc of said curve for a distance of 242.70 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 35.00 feet and a central angle of $41^{\circ}11'38''$; thence run Southeasterly along the arc of said curve for a distance of 25.16 feet to the point of tangency; thence run South $40^{\circ}07'01''$ East, a distance of 94.70 feet; thence run North $88^{\circ}14'24''$ West, a distance of 250.89 feet; thence run North $81^{\circ}26'06''$ West, a distance of 161.05 feet; thence run North $89^{\circ}56'38''$ West, a distance of 60.34 feet to a point on the aforementioned East right of way line of State Road 55 (U.S. Highway 19); thence run North $00^{\circ}02'56''$ East along said East right of way line for a distance of 212.47 feet to the point of beginning.

Exhibit C ACCESS EASEMENT AREA



THIS IS NOT A SURVEY

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; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, NORTH 85°37'45" WEST, FOR 885.38 FEET TO 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 ALONG THE EAST LINE OF SAID LOT 42 AND THE EAST LINE OF THE WEST 1/3 OF LOT 41 OF THE SAID TAMPA AND TARPON SPRINGS LAND COMPANY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 41; THENCE ALONG SAID NORTH LINE OF LOT 41, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 55 (U.S. HIGHWAY 19), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 55 (U.S. HIGHWAY 19), SOUTH 00°05'36" WEST, FOR 1,067.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST, FOR 61.24 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 9.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 46°36'31", AND A CHORD BEARING AND DISTANCE OF NORTH 66°41'44" EAST, FOR 9.49 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE EASTERLY 71.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 137°27'08", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°52'57" EAST, FOR 55.91 FEET; THENCE SOUTH 00°50'37" WEST, FOR 19.45 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 19.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 110°56'33", AND A CHORD BEARING AND DISTANCE OF SOUTH 56°18'54" WEST, FOR 16.48 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT; THENCE NORTHWESTERLY 7.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 08°35'46", AND A CHORD BEARING AND DISTANCE OF NORTH 63°54'57" WEST, FOR 7.49 FEET; THENCE SOUTH 15°06'25" WEST, FOR 5.24 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE WESTERLY 43.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 15°00'49", AND A CHORD BEARING AND DISTANCE OF NORTH 82°23'59" WEST, FOR 43.37 FEET; THENCE NORTH 00°00'00" EAST, FOR 11.91 FEET; THENCE NORTH 90°00'00" WEST, FOR 46.46 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 10.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 11°50'08", AND A CHORD BEARING AND DISTANCE OF SOUTH 84°04'56" WEST, FOR 10.31 FEET TO AFORESAID EAST RIGHT-OF-WAY OF STATE ROAD 55 (U.S. HIGHWAY 19); THENCE ALONG SAID EAST RIGHT-OF-WAY OF STATE ROAD 55 (U.S. HIGHWAY 19), NORTH 00°05'36" EAST, FOR 31.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.115 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. ONLY THOSE DOCUMENTS NOTED HEREON WERE UTILIZED IN PREPARATION OF THIS SKETCH & DESCRIPTION.
- 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 DESCRIPTION ONLY, NOT A FIELD SURVEY. THE LANDS DESCRIBED HEREIN ARE SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.
- 4) THIS SURVEY WAS PREPARED WITH THE BENEFIT OF AN ALTA/NSPS LAND TITLE SURVEY, BOUNDARY SURVEY AND TIDAL WATER SURVEY PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC. TITLED "ANCLOTE HARBOR", PROJECT NUMBER 2020-1046, DATED 8/14/2020 AND LAST REVISED 12/31/2024.
- 5) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING NORTH 85°40'26" WEST, AS SHOWN HEREON.
- 6) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

ECR EXHIBIT C - ANCLOTE HARBOR

SHEET NAME

ACCESS ROAD EASEMENT



**Florida Land
Design &
Permitting**

3030 STARKEY BOULEVARD
TRINITY, FLORIDA 34655

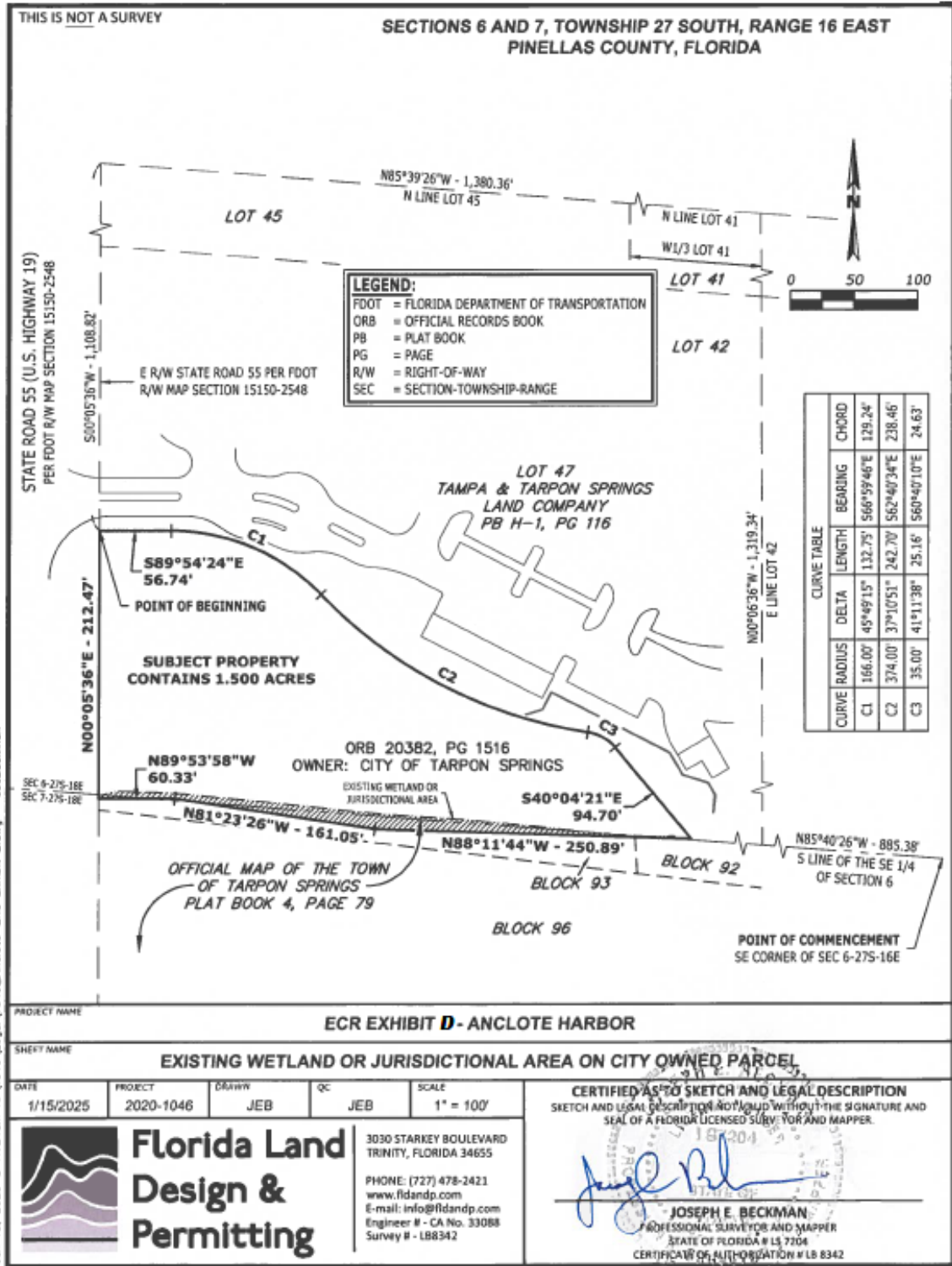
PHONE: (727) 478-2421
www.flndp.com
E-mail: info@flndp.com
Engineer # - CA No. 33088
Survey # - LBB342

SHEET 2 OF 2

Jun 15, 2025 @ 11:25am X:\1046\Legal\1046_Anclote-ERC Exhibit D.dwg - Joe Beckman

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Exhibit D **WETLAND AND JURISDICTIONAL AREAS**



THIS IS NOT A SURVEY

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; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, NORTH 85°37'45" WEST, FOR 885.38 FEET TO 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 ALONG THE EAST LINE OF SAID LOT 42 AND THE EAST LINE OF THE WEST 1/3 OF LOT 41 OF THE SAID TAMPA AND TARPON SPRINGS LAND COMPANY, NORTH 00°06'36" WEST, FOR 1,319.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 41; THENCE ALONG SAID NORTH LINE OF LOT 41, NORTH 85°39'26" WEST, FOR 1,380.36 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 55 (U.S. HIGHWAY 19), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 15150-2548; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 55 (U.S. HIGHWAY 19), SOUTH 00°05'36" WEST, FOR 1,108.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'24" EAST, FOR 56.74 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE 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; THENCE 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; THENCE SOUTHEASTERLY 25.16 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 41°11'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 60°40'10" EAST, FOR 24.63 FEET; THENCE SOUTH 40°04'21" EAST, FOR 94.70 FEET; THENCE NORTH 88°11'44" WEST, FOR 250.89 FEET; THENCE NORTH 81°23'26" WEST, FOR 161.05 FEET; THENCE NORTH 89°53'58" WEST, FOR 60.33 FEET TO AFORESAID EAST RIGHT-OF-WAY OF STATE ROAD 55 (U.S. HIGHWAY 19); THENCE ALONG SAID EAST RIGHT-OF-WAY OF STATE ROAD 55 (U.S. HIGHWAY 19), NORTH 00°05'36" EAST, FOR 212.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.500 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. ONLY THOSE DOCUMENTS NOTED HEREON WERE UTILIZED IN PREPARATION OF THIS SKETCH & DESCRIPTION.
- 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 DESCRIPTION ONLY, NOT A FIELD SURVEY. THE LANDS DESCRIBED HEREIN ARE SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.
- 4) THIS SURVEY WAS PREPARED WITH THE BENEFIT OF AN ALTA/NSPS LAND TITLE SURVEY, BOUNDARY SURVEY AND TIDAL WATER SURVEY PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC. TITLED "ANCLOTE HARBOR", PROJECT NUMBER 2020-1046, DATED 8/14/2020 AND LAST REVISED 12/31/2024.
- 5) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING NORTH 85°40'26" WEST, AS SHOWN HEREON.
- 6) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
- 7) WETLAND JURISDICTIONAL POINTS AND LINES SHOWN HEREON ARE BASED ON COORDINATE DATA PROVIDED BY KIMLEY HORN & ASSOCIATES, INC. ON 5/29/2020.

PROJECT NAME

ECR EXHIBIT D - ANCLOTE HARBOR

SHEET NAME

EXISTING WETLAND OR JURISDICTIONAL AREA ON CITY OWNED PARCEL



**Florida Land
Design &
Permitting**

3030 STARKEY BOULEVARD
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421
www.flidandp.com
E-mail: info@flidandp.com
Engineer II - CA No. 33088
Survey II - L88342

Jan 15, 2025 11:24am X:\046\Legal\1046_Anclote-ERC Exhibit E.dwg - Joe Beckman

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SHEET 2 OF 2

This document prepared by
and return to:

Keith W. Bricklemyer, Esq.
Bricklemyer, Smolker & Bolves, P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, Florida 33602

EASEMENT AND RESTRICTIVE COVENANTS AGREEMENT

This **EASEMENT AND RESTRICTIVE COVENANTS AGREEMENT** (the "Agreement") is made as of the 11th day of April, 2005, between **WAL-MART STORES EAST, LP**, a Delaware limited partnership (hereafter "Wal-Mart"), and **WILKINSON ANCLOTE LAND LIMITED PARTNERSHIP**, a Florida limited partnership, (hereafter "Developer"), Wal-Mart and Developer sometimes being collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Wal-Mart is the owner of Lot 1, Lot 2, and Tracts A-D as shown on the site plan (the "Site Plan") attached hereto and incorporated herein as **Exhibit A**, and as more particularly described in **Exhibit B** attached hereto and incorporated herein (collectively, the "Wal-Mart Land"); and

WHEREAS, Developer is the owner of Lot 3 as shown on the Site Plan and as more particularly described in **Exhibit C** attached hereto and incorporated herein (the "Developer's Land"); and

WHEREAS, Wal-Mart and Developer desire that the Wal-Mart Land and Developer's Land be subject to the easements, covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. **Use Restrictions.**

A. Developer hereby agrees that, for so long as Wal-Mart, or any affiliate thereof, is the owner or lessee of all or any part of the Wal-Mart Land, no space in or portion of Developer's Land, shall be leased or occupied by or conveyed to any other party for the following uses: pharmacy, bank; tire and lube; package liquor sales, and any restrictions imposed by city zoning regulations.

TPA:340826:1
Wal-Mart/Tarpon Springs (Wilkinson)
Store #3415

B. Developer's Land shall also be subject to that certain City of Tarpon Springs Land Improvement Agreement, recorded in Official Records Book ____, Page ____, of the Public Records of Pinellas County, Florida.

2. **Grant of Easements.** Wal-Mart, for itself, its successors and assigns, does hereby establish, grant, bargain, convey and sell unto Developer, for the benefit of Developer's Land and its owners, tenants, users, licensees, employees, customers, invitees, guests, agents and assigns, a perpetual, non-exclusive easement, over, through and across the Wal-Mart Land as follows:

a. **Access Road Easement:** An easement over the paved entrance road (the "Access Road"), as shown on the Site Plan, for the purpose of providing pedestrian and vehicular access (ingress and egress) to and from Developer's Land and U.S. Highway 19. Wal-Mart shall construct, operate and maintain the Access Road at its sole expense. Developer shall have the right to and shall be responsible for, constructing at its sole expense, a driveway connection to the Access Road and connections to any and all utilities located therein. The Access Road Easement area is more fully depicted on **Exhibit D**, attached hereto and incorporated herein.

b. **Stormwater Pond Easement.** As part of the development of the Wal-Mart Land, Wal-Mart is providing, at its cost and expense, a stormwater pond which shall allow for the development of Developer's Land; provided, however, that the Developer does not impact the existing wetland or jurisdictional areas on Developer's Land, such areas being more fully described on **Exhibit E**, attached hereto and incorporated herein, and further that Developer's Land is developed not to exceed a maximum of eighty percent (80%) imperviousness of the upland land existing on Developer's Land. Notwithstanding anything in this Agreement to the contrary, Wal-Mart shall not be responsible for the development of any additional stormwater management facilities, including but not limited to, stormwater retention, detention and treatment; flood plain mitigation; or wetland mitigation. Developer shall be solely responsible for any and all costs related to the design, permitting and construction of any allowable improvements which occur on Developer's Land. Developer shall be responsible for any and all costs related to the design, permitting and construction of all land alterations, facilities and equipment related to the development of Developer's Land.

c. **Utility Connection.** An easement over a portion of the Access Road for the purpose of allowing a utility connection to the water main and gravity sanitary sewer system for a development of Developer's Land (the "Utility Easement"). The Utility Easement area is more fully depicted on **Exhibit E**, attached hereto and incorporated herein.

3. **Development Restrictions.** Developer's Land shall only be developed in compliance with the following restrictions:

a. Any buildings to be constructed on Developer's Land shall not exceed eight thousand (8,000) square feet in size.

b. In developing and using Developer's Land, the owner of Developer's Land shall continuously provide and maintain a parking ratio on such Developer's Land equal to one of the following: (i) fifteen (15) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use in excess of five thousand (5,000) square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than five thousand (5,000) square feet); or (ii) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) square feet (subject to the exception above); or (iii) six (6.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on Developer's Land. Notwithstanding anything in this Agreement to the contrary, there shall be no shared parking between Developer's Land and the Wal-Mart Land.

c. Developer's Land shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

4. **Reservation of Rights.** Wal-Mart for itself, its successors and assigns, reserves the right to use and enjoy the easement areas described in Section 2 above in any manner not inconsistent with the rights and privileges granted herein.

5. **Development of the Parties' Respective Properties.** Developer and Wal-Mart shall be responsible for separately and independently developing their respective properties in accordance with applicable zoning and other regulations.

6. **Indemnification/Insurance.** Developer, for itself, its successors and assigns, hereby indemnifies and saves Wal-Mart harmless from any and all claims, damages, liabilities, causes of action, penalties, fines, losses, costs, expense and/or judgments arising from personal injury, death, or property damage to its respective property and tangible personal property located hereon arising as a result of or in connection with the use and enjoyment of the easement rights and privileges granted herein, save and except to the extent caused by the negligent or willful acts or omissions of the other party hereto.

7. **Eminent Domain.** Nothing herein shall be construed to give the owner of any property any interest in any award or payment made to another party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's property or giving the public or any government any rights in said property.

All other owners of property may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

Nothing contained herein shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

8. **Rights of Successors.** The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

9. **Duration.** Unless otherwise canceled or terminated, this Agreement shall continue in perpetuity.

10. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

11. **Notices.** Any notice hereunder shall be in writing and shall be served by overnight delivery or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses of the parties as follows:

If to Developer:

Wilkinson Anclote Land Limited Partnership
Attn: Richard W. Wilkinson
106 Commerce Street, Suite 110
Lake Mary, FL 32746

If to Wal-Mart:

Wal-Mart Stores East, Inc.
Attn: Eric Strauss – 8703
Real Estate Manager
2001 SE 10th Street
Bentonville, AR 72716

With a copy to:

Keith Bricklemyer, Esq.
Bricklemyer, Smolker & Bolves
500 E. Kennedy Blvd., Suite 200
Tampa, FL 33602

With copies to:

Wal-Mart Stores East, Inc.
Attn: Kimberly McCormick, Esq. – 8313
2001 SE 10th Street
Bentonville, AR 72716

Marilyn Mullen Healy, Esq.
Ruden McClosky
401 E. Jackson St., Suite 2700
Tampa, FL 33602

Notice shall be deemed to have been given upon receipt or refusal.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties have not relied upon any statement, promise or representation not herein expressed, and this Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

13. **Attorney's Fees; Court Costs.** Notwithstanding anything to the contrary, in any action or proceeding arising out of the Agreement, each party shall bear its own attorney's fees, and the prevailing party shall be entitled to recover only court costs from the non-prevailing party

incurred by such party in enforcing its rights hereunder. In the event of a legal dispute, the laws of Florida shall prevail.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

15. **Effective Date.** The term "Effective Date" or other such similar terms shall mean the last date upon which this Agreement has been fully executed by both Wal-Mart and Developer and such fully executed Agreement has been delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS OR ATTEST:

DEVELOPER:

WILKINSON ANCLOTE LAND LIMITED PARTNERSHIP, a Florida limited partnership

By: Wilkinson Anclothe Inc., a Florida corporation, its General Partner

Print Name: T. Blake Wilkinson

Print Name: T. Blake Wilkinson

By: [Signature]

Print Name: Richard W. Wilkinson
Its: President

Date: 2/17/05

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed and acknowledged before me on this 17th day of February, 2005, by Richard W. Wilkinson, as President of Wilkinson Anclothe Inc., the General Partner of Wilkinson Anclothe Land Limited Partnership, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public, State of Florida
LINDA J. HEYSE
Print Name of Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

5

TPA:340826:1

Wal-Mart/Tarpon Springs (Wilkinson)
Store #3415

WITNESS OR ATTEST:

K U C
 Print Name: Kim McCormick
 Asst. Secretary

Darrell D. Barnes
 Print Name: Darrell D. Barnes
 Assistant Secretary
 (Corporate Seal)
 STATE OF ARKANSAS
 COUNTY OF BENTON

WAL-MART:

WAL-MART STORES EAST, LP,
 a Delaware limited partnership

By: WSE MANAGEMENT, LLC, a
 Delaware limited liability company,
 General Partner

By: Robert M. Bedard
 Print Name: Robert M. Bedard
 Title: Asst. Vice President

Date: 4/5/05

The foregoing instrument was executed and acknowledged before me on this 5 day of April, 2005, by Robert M. Bedard as Assistant Vice President of WSE Management, LLC, the General Partner of Wal-Mart Stores East, L.P., on behalf of the company. He is personally known to me.

Lauri Ann Lugo
 Signature of Notary Public, State of Arkansas

LAURI ANN LUGO
 Print Name of Notary Public

LAURI ANN LUGO
 NOTARY PUBLIC-STATE OF ARKANSAS
 BENTON COUNTY
 My Commission Expires June 1, 2014

TPA:340826:1

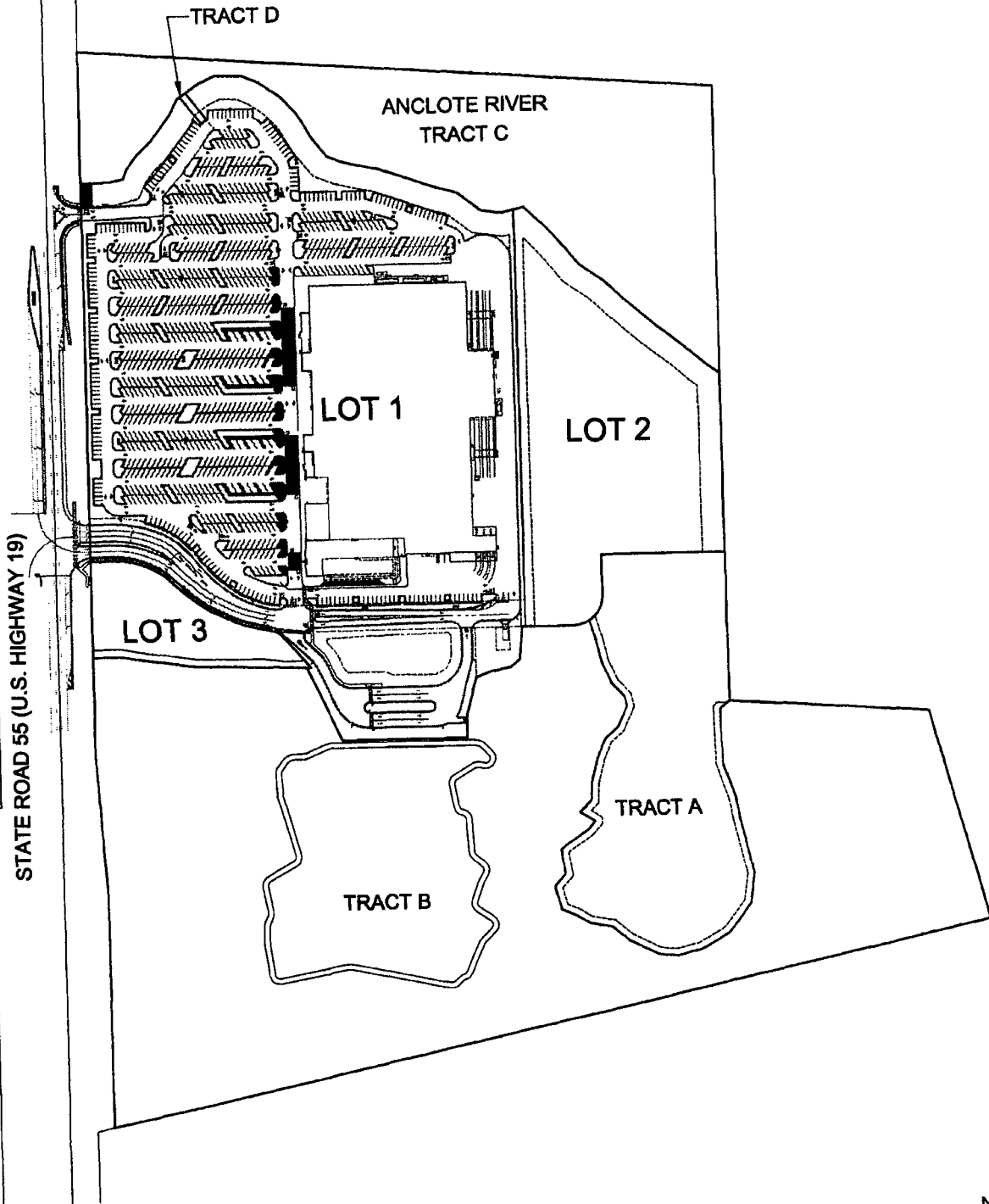
Wal-Mart/Tarpon Springs (Wilkinson)
 Store #3415

6

Approved as to legal terms only
 by K U C
 WAL-MART LEGAL DEPT.
 Date: 4-5-05

Easement and Restrictive Covenants Agreement (Wilkinson)
Wal-Mart/Tarpon Springs; Store #3415

<u>Exhibit</u>	<u>Exhibit Name</u>	<u>Responsible Party</u>	<u>Status</u>
A	Site Plan	Lochrane Engineering	Completed
B	Wal-Mart Land	Lochrane Engineering	Completed
C	Developer's Land	Lochrane Engineering	Completed
D	Access Road Easement	Lochrane Engineering	Completed
E	Existing wetland or jurisdictional areas on Developer's Land	Lochrane Engineering	Completed
F	Utility Easement Area	Lochrane Engineering	Completed



NOT TO SCALE

LOCHRANE

Consulting
Engineers
& Surveyors

201 South Bumby Avenue
Orlando, Florida 32803
Fax: (407) 896-9167
www.Lochrane.com

ECR EXHIBIT A
SITE PLAN

FOR

WAL-MART SUPERCENTER
#3415-00 TARPON SPRINGS, FL.

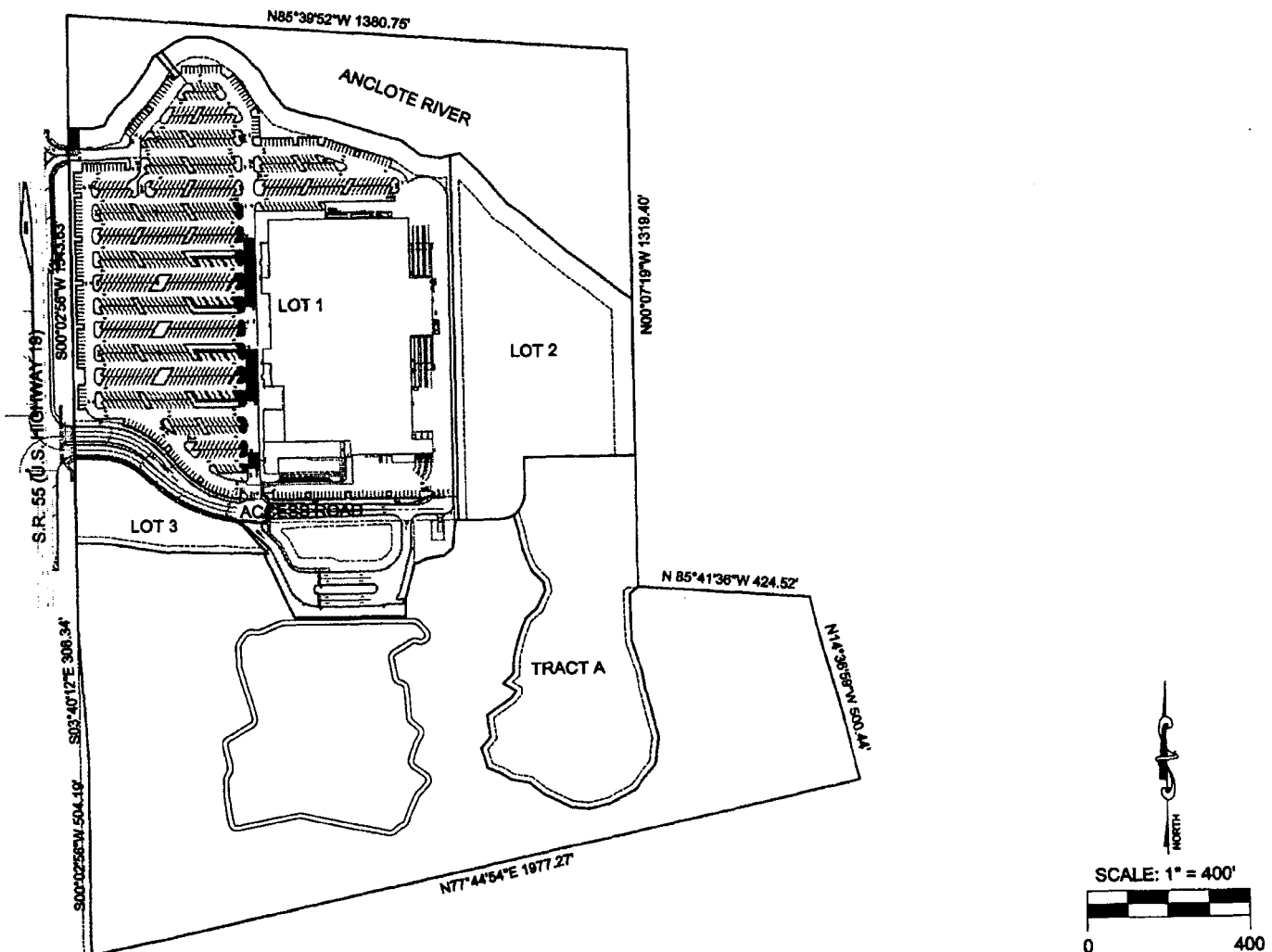
JOB #: 03064

NOT TO SCALE

DATE: 2-15-05

LEGAL DESCRIPTION: (O.R.B. 8331, PG. 2310)

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING IN AND BEING PART OF THE WEST ONE-THIRD OF LOT 41, LOT 42, THAT PART OF LOT 45 AND LOT 48 LYING EAST OF U.S. HIGHWAY 19, LOT 47, AND LOT 48, 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 PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, TOGETHER WITH BLOCK 90, BLOCK 91, PART OF BLOCK 96 AND THAT PART OF BLOCK 94, BLOCK 97 AND LOT 2, BLOCK 98 LYING EAST OF U.S. HIGHWAY 19, 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 PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 6, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 7, N 85 DEGREES 41' 36" W, BY AND ALONG THE SOUTH BOUNDARY OF SAID SECTION 6, ALSO BEING THE NORTH BOUNDARY OF SAID SECTION 7, A DISTANCE OF 480.72 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 90, FOR A POINT OF BEGINNING: 1) THENCE CONTINUE N 85 DEGREES 41' 36" W, BY AND ALONG SAID BOUNDARY BETWEEN SAID SECTION 6 AND SECTION 7, A DISTANCE OF 424.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 42; 2) THENCE N 00 DEGREES 07' 10" W, BY AND ALONG THE EAST BOUNDARY OF SAID LOT 42 AND THE WEST ONE-THIRD OF SAID LOT 41, A DISTANCE OF 1318.40 FEET TO THE NORTH BOUNDARY OF SAID LOT 41; 3) THENCE N 85 DEGREES 36' 52" W, BY AND ALONG THE NORTH BOUNDARY OF SAID LOT 41 AND SAID LOT 45, A DISTANCE OF 1380.75 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 19; 4) THENCE S 00 DEGREES 04' 24" W, BY AND ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2388.49 FEET TO THE NORTH BOUNDARY OF A FLORIDA POWER CORPORATION RIGHT-OF-WAY, AS RECORDED IN DEED BOOK 458, PAGE 122 AND 123 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; 5) THENCE N 77 DEGREES 44' 54" E, BY AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1877.27 FEET TO THE EASTERLY BOUNDARY OF SAID BLOCK 96 AND BLOCK 90; 6) THENCE N 14 DEGREES 38' 50" W, BY AND ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 500.44 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 90, AND THE POINT OF BEGINNING, LESS AND EXCEPT THOSE LANDS TAKEN BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO THOSE CERTAIN ORDERS OF TAKING RECORDED MAY 7, 1986 IN OFFICIAL RECORDS BOOK 5222, AT PAGE 2159 AND RECORDED JUNE 17, 1986 IN OFFICIAL RECORDS BOOK 5251, AT PAGE 121, ALL IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



LOCHRANE

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& Surveyors

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Fax: (407) 896-9167
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ECR EXHIBIT B
WAL-MART LAND

FOR

WAL-MART SUPERCENTER
#3415-00 TARPON SPRINGS, FL.

JOB #: 03064

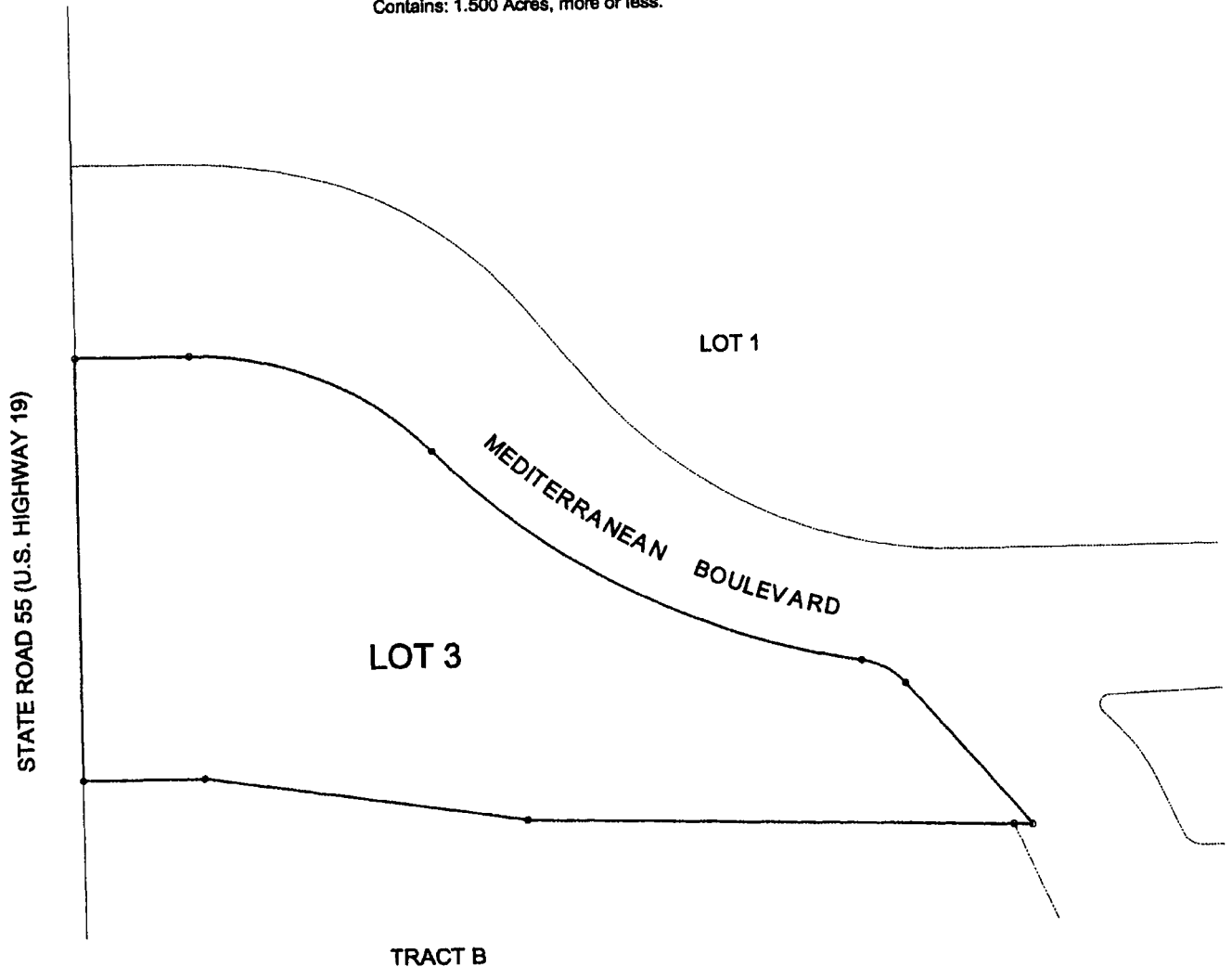
NOT TO SCALE

DATE: 2-15-05

LEGAL DESCRIPTIONS

Lot 3, Wal-Mart Supercenter Tarpon Springs as per plat thereof as recorded in Plat Book ____, Page ____ of the Public Records of Pinellas County, Florida.

Contains: 1.500 Acres, more or less.



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& Surveyors

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Orlando, Florida 32803
Fax: (407) 898-9167
www.Lochrane.com

ECR EXHIBIT C
DEVELOPER'S LAND

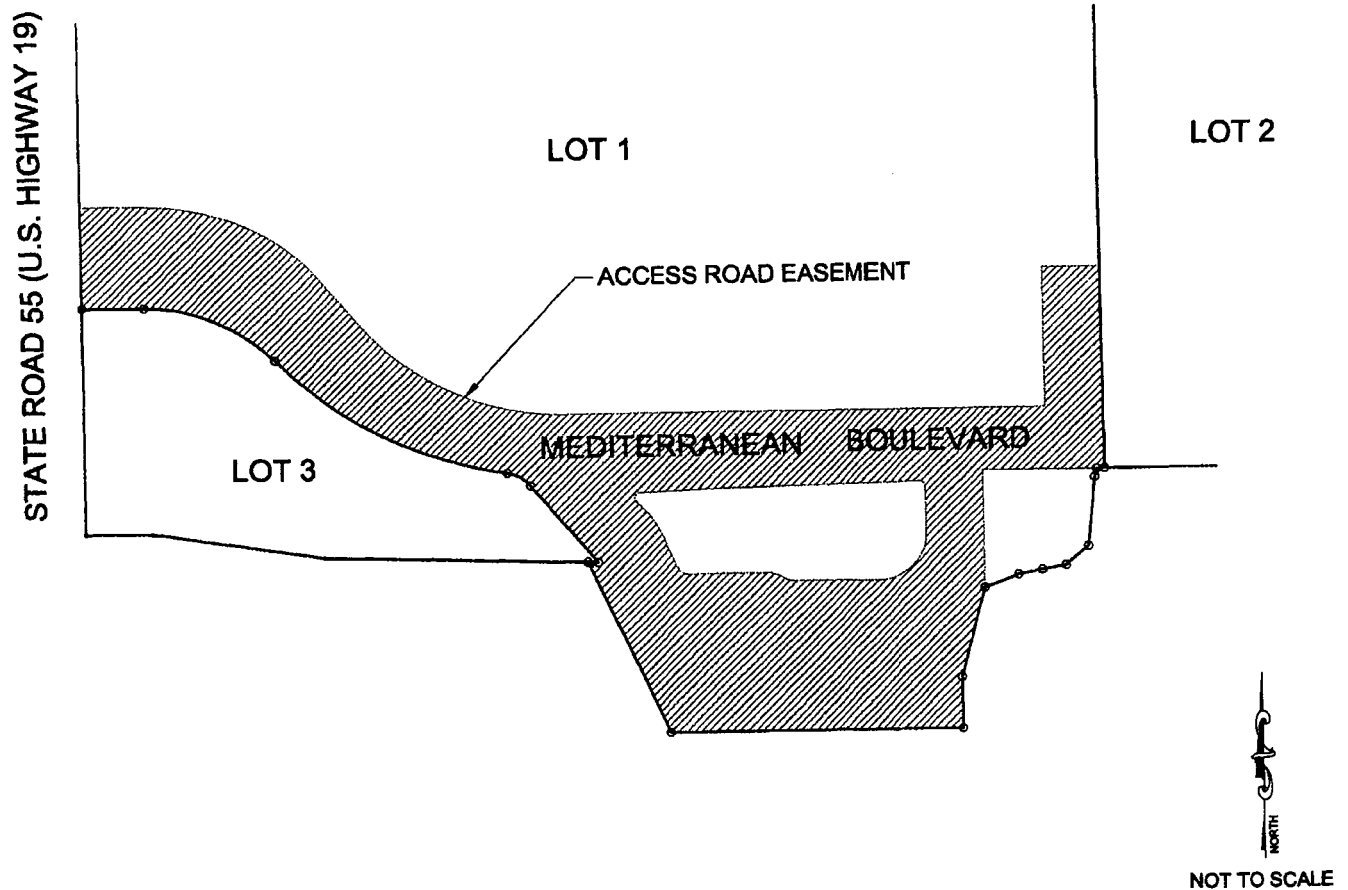
FOR

WAL-MART SUPERCENTER
#3415-00 TARPON SPRINGS, FL.

JOB #: 03084

NOT TO SCALE

DATE: 2-15-05



LOCHRANE
Consulting
Engineers
& Surveyors

201 South Bumby Avenue
Orlando, Florida 32803
Fax: (407) 898-9167
www.Lochrane.com

ECR EXHIBIT D
ACCESS ROAD EASEMENT
FOR
WAL-MART SUPERCENTER
#3415-00 TARPON SPRINGS, FL.

JOB #: 03064

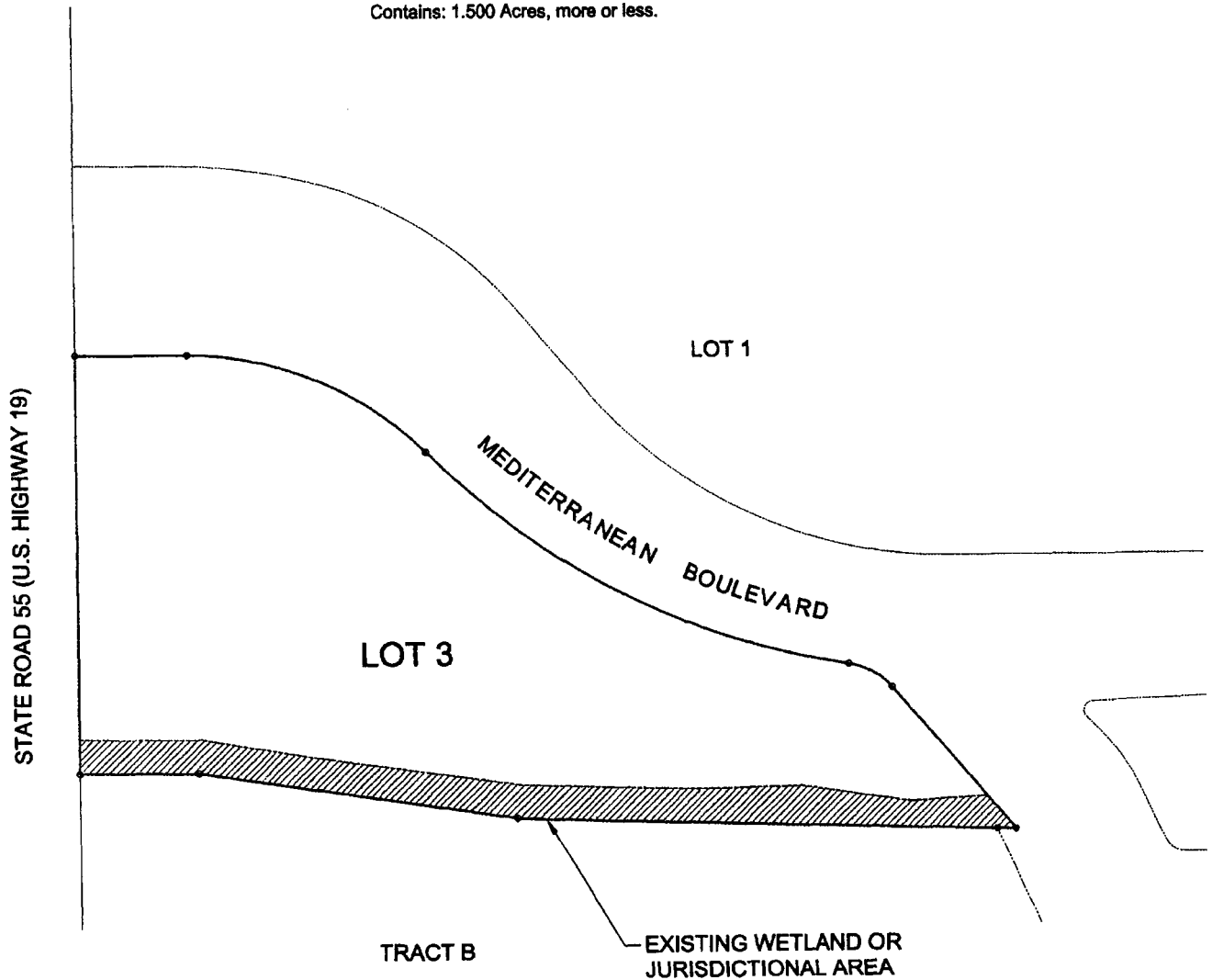
NOT TO SCALE

DATE: 2-15-05

LEGAL DESCRIPTIONS

Lot 3, Wal-Mart Supercenter Tarpon Springs as per plat thereof as recorded in Plat Book ____, Page ____ of the Public Records of Pinellas County, Florida.

Contains: 1.500 Acres, more or less.



NOT TO SCALE

LOCHRANE

Consulting
Engineers
& Surveyors

201 South Bumby Avenue
Orlando, Florida 32803
Fax: (407) 896-9187
www.Lochrane.com

ECR EXHIBIT E
EXISTING WETLAND OR JURISDICTIONAL
AREA ON DEVELOPER'S LAND

FOR

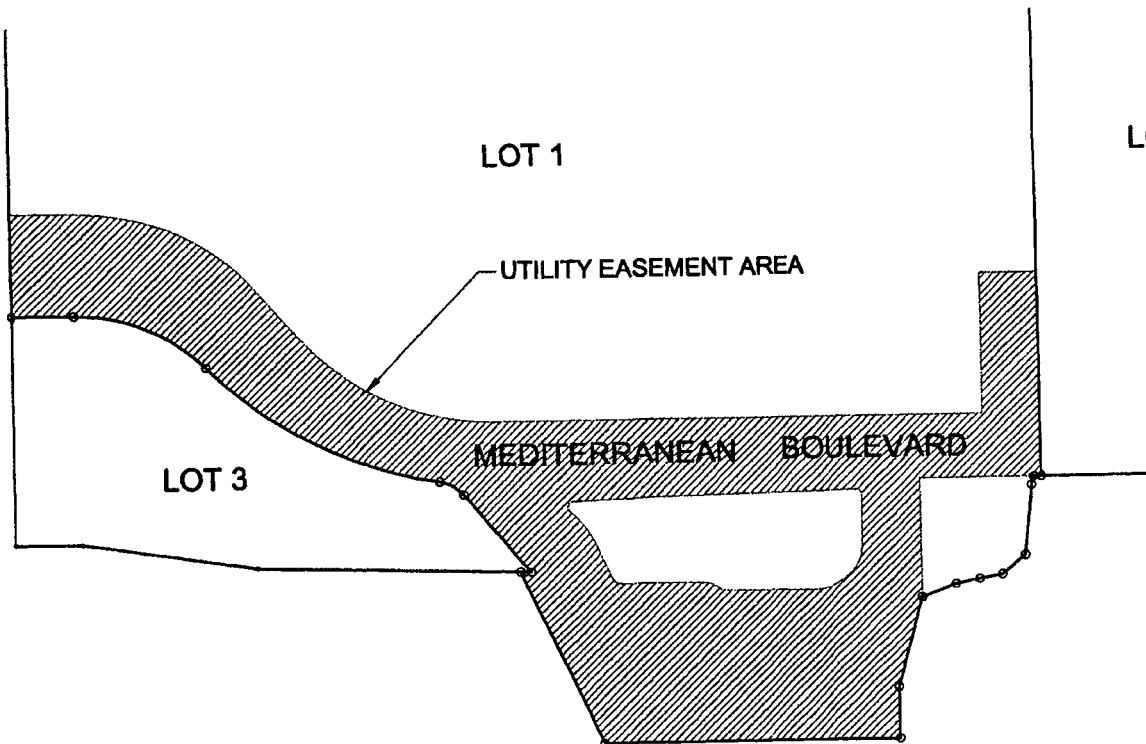
WAL-MART SUPERCENTER
#3415-00 TARPON SPRINGS, FL.

JOB #: 03064

NOT TO SCALE

DATE: 2-15-05

STATE ROAD 55 (U.S. HIGHWAY 19)



NOT TO SCALE

LOCHRANE

Consulting
Engineers
& Surveyors

201 South Bumby Avenue
Orlando, Florida 32803
Fax: (407) 896-9167
www.Lochrane.com

ECR EXHIBIT F
UTILITY EASEMENT AREA

FOR

WAL-MART SUPERCENTER
#3415-00 TARPON SPRINGS, FL.

JOB #: 03064

NOT TO SCALE

DATE: 2-15-05

"Amended & Re-stated"

- withdrawn from US 19

-----[Space Above this Line For Recording Date]-----
Folio No. _____

NO DOCUMENTARY STAMP TAXES ARE REQUIRED IN CONNECTION WITH THE
RECORDATION OF THIS INSTRUMENT BECAUSE IT IS A DONATION FROM
GRANTOR TO GRANTEE. NO CONSIDERATION IS BEING PAID HEREUNDER. THERE
IS NO MORTGAGE ON THE PROPERTY.

SPECIAL WARRANTY DEED WITH USE RESTRICTIONS IN PERPETUITY

This Special Warranty Deed with Restrictions in Perpetuity made this 28 day of
December, 2018, by and between WILKINSON ANCLOTE LAND LIMITED
PARTNERSHIP, a Florida limited partnership, whose mailing address is c/o Wilkinson
Development Corp., 106 Commerce Street, Suite 110, Lake Mary, Florida 32746
("Grantor"), and The City of Tarpon Springs, Florida, a municipal corporation of the
State of Florida, whose mailing address is 324 East Pine Street, Tarpon Springs, FL
34689 ("Grantee")

(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 or assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the willingness and
commitment of Grantee to accept title to this Property, to hold in perpetuity, for public
recreational, educational and conservation purposes thereby protecting the natural
habitat and providing scenic enjoyment for the public in perpetuity and for no other
purpose, the mutual sufficiency of which is hereby acknowledged by both Grantor and
Grantee, Grantor has granted, gifted, conveyed and transferred to the said Grantee, 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 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, and the Restrictive Covenants on Use in Perpetuity set forth in the paragraph hereinbelow, Grantor does fully warrant title to the above described real estate so hereby conveyed and will defend the same against the lawful claims, arising out of events occurring prior to the recording of this Deed, of all persons claiming by, through or under the Grantor, but against none other.

This Property is conveyed to Grantee and Grantee accepts title to the property subject to the express covenants, reservations and restrictions providing that the use of the Property shall be restricted to public recreational, educational and conservation purposes thereby protecting the natural habitat and providing scenic enjoyment for the public in perpetuity and no other use of the Property shall be permitted.

In Witness Whereof, the Grantor has signed and sealed this Special Warranty Deed the day and year first above written.

Signed, sealed and delivered **GRANTOR:**
In the presence of:

WILKINSON ANCLOTE LAND LIMITED PARTNERSHIP
a Florida limited partnership

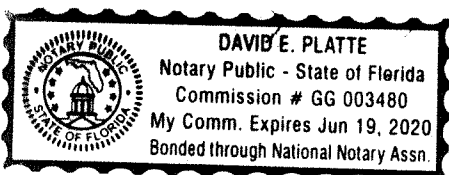
By: Wilkinson Anclothe Inc.
a Florida corporation, Its General Partner

David E. Platte By: *Richard W. Wilkinson*
(Witness Signature) Richard W. Wilkinson
David E. Platte President
Print Name

Walter E. Reeder
(Witness Signature)
Walter E. Reeder
Print Name

State of Florida
County of Seminole

The Foregoing instrument was executed and acknowledged before me this 28 day of December, 2018, by Richard W. Wilkinson, as President of Wilkinson Anclothe Inc., a Florida corporation, as general partner of Wilkinson Anclothe Land Limited Partnership.



David E. Platte
Notary Public

EXHIBIT A**PARCEL I:**

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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $85^{\circ}40'26''$ West along the South line of the Southeast $\frac{1}{4}$ of said Section 6 for a distance of 885.46 feet to 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 departing said South line of the Southeast $\frac{1}{4}$, run North $00^{\circ}09'16''$ West along the East line of the aforesaid Lot 42 and the East line of the West $\frac{1}{3}$ of Lot 41 of the aforesaid Tampa and Tarpon Springs Land Company, as recorded in Plat Book H-1, Page 116, for a distance of 1319.40 feet to a point on the North line of said Lot 41; thence run N $85^{\circ}42'06''$ W, along the North line of said Lots 41 and 45 of the aforesaid Tampa and Tarpon Springs Land Company, as recorded in Plat Book H-1, Page 116, 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. 15150-2548; thence departing said North line of Lots 41 and 45, run South $00^{\circ}02'56''$ West along said East right of way line for a distance of 1108.82 feet for a point of beginning; thence departing said East right of way line of State Road 55 (U.S. Highway 19), run South $89^{\circ}57'04''$ East, a distance of 56.74 feet to a point of curvature of a curve concave Southwesterly and having a radius of 166.00 feet and a central angle of $45^{\circ}49'15''$; thence run Southeasterly along the arc of said curve for a distance of 132.75 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 374.00 feet and a central angle of $37^{\circ}10'51''$; thence run Southeasterly along the arc of said curve for a distance of 242.70 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 35.00 feet and a central angle of $41^{\circ}11'38''$; thence run Southeasterly along the arc of said curve for a distance of 25.16 feet to the point of tangency; thence run South $40^{\circ}07'01''$ East, a distance of 94.70 feet; thence run North $88^{\circ}14'24''$ West, a distance of 250.89 feet; thence run North $81^{\circ}26'06''$ West, a distance of 161.05 feet; thence run North $89^{\circ}56'38''$ West, a distance of 60.34 feet to a point on the aforementioned East right of way line of State Road 55 (U.S. Highway 19); thence run North $00^{\circ}02'56''$ East along said East right of way line for a distance of 212.47 feet to the point of beginning.

PARCEL II:

Easement rights as set forth in that certain easement and restrictive covenants agreement between Wal-Mart Stores East, LP, A Delaware Limited Partnership and Wilkinson Anclote Land Limited Partnership, A Florida Limited Partnership, dated April 11, 2005, recorded April 12, 2005 in O.R. Book 14238, Page 1048, Public Records of Pinellas County, Florida.

EXHIBIT B**Exceptions to Title**

Taken From Current Old Republic Title Commitment

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2018 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. All matters contained on the Plat of TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, Public Records of Pinellas County, Florida, of which Hillsborough County was formerly a part.
6. Reservations in favor of the State of Florida, as set forth in Deed from Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 982, Page 121; as affected by Release of Right of Entry recorded in O.R. Book 14121, Page 2490, Public Records of Pinellas County, Florida.
7. Reservations in favor of the State of Florida, as set forth in Deed from Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 1016, Page 79; as affected by Release of Right of Entry recorded in O.R. Book 14121, Page 2490, Public Records of Pinellas County, Florida.
8. Easement in favor of Florida Power Corporation recorded in Deed Book 1123, Page 420, Public Records of Pinellas County, Florida.

9. Easement in favor of Florida Power Corporation recorded in Deed Book 1123, Page 421, Public Records of Pinellas County, Florida.
10. Easement in favor of Florida Power Corporation recorded in Deed Book 1123, Page 422, Public Records of Pinellas County, Florida.
11. Reservations in favor of the State of Florida, as set forth in Deed from Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 1213, Page 114; as affected by Release of Right of Entry recorded in O.R. Book 14121, Page 2490, Public Records of Pinellas County, Florida.
12. Notice of Adoption of a Development Order recorded in O.R. Book 10329, Page 964; together with in O.R. Book 10581, Page 1794, O.R. Book 13960, Page 1695 and O.R. Book 14064, Page 995, Public Records of Pinellas County, Florida.
13. Terms and conditions of Easement and Restrictive Covenants Agreement between Wal-Mart Stores East, LP, a Delaware limited partnership and Wilkinson Anclote Land Limited Partnership, a Florida limited partnership recorded in O.R. Book 14238, Page 1048, Public Records of Pinellas County, Florida.
14. Land Improvement Agreement between the City of Tarpon Springs, Wal-Mart Stores East, LP, a Delaware limited partnership and ABR Properties, Inc., a Florida corporation recorded April 8, 2005 in O.R. Book 14231, Page 1379, Public Records of Pinellas County, Florida.
15. Resolution 2005-06 recorded May 19, 2005, in O.R. Book 14323, Page 800; together with matters as set forth in Order recorded in O.R. Book 15015, Page 1901, Public Records of Pinellas County, Florida.
16. Encroachment Agreement recorded in O.R. Book 15041, Page 665, Public Records of Pinellas County, Florida.
17. Rights of the lessees under unrecorded leases.
18. Riparian and littoral rights are not insured.
19. Rights of the United States of America and/or the State of Florida to any portion of said land which has been created by artificial means or has accreted to any such portion as so created.
20. Those portions of the property herein described being artificially filled in land in what was formerly navigable waters, are subject to the right of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
21. Possible right of the public to use that part of the Land adjacent to the water's edge that is now, or was formerly, regularly used by the public for recreational purposes.
22. Any portion of the Land lying waterward of the ordinary high water mark, and lands accreted thereto.
23. Rights of others to use that portion of the Land lying within the waters of water.

24. Survey prepared by Lochrane Engineering, Inc. dated February 24, 2005, under Job No. 04084.10 describes the following matters: a) Dirt Road on Northern boundary.

25. The immediately preceding Exception is in addition to, and not in lieu of, the standard survey exception, neither of which can be deleted without current survey information acceptable to The Company as set forth in Title Notes 25.03.06 and 25.03.07.

26. Terms and conditions of unrecorded Donation Agreement by and between Wilkinson Anclote Land Limited Partnership and City of Tarpon Springs, Florida.



Project Administration Department

Memorandum

Date: December 6, 2018
To: Honorable Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Bob Robertson, Project Administration Department Director
Subject: Property Donation – Vacant Commercial Site, 42503 U.S. Highway 19 North

Recommendation

Authorize the City Manager to execute a property agreement for the donation of the subject property to the City by a private property owner.

Background

The City was approached with an offer to donate a 1.5 acre parcel of property located at 42503 U.S. Highway 19 North (see Attachment 1). It has frontage on U.S. 19. The property owner provided a geotechnical report, environmental report, and appraisal, all of which appear to indicate acceptable physical property conditions. The Pinellas County Property Appraiser lists the just market and municipal taxable property value as \$263,911.

The Property Donation Agreement document was prepared by the City Attorney (see Attachment 2).

Attachment 1

Site Location Map



Attachment 2

Property Donation Agreement

DONATION AGREEMENT
(Donation for Public Purposes)

THIS DONATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of December, 2018 by and between **WILKINSON ANCLOTE LAND LIMITED PARTNERSHIP**, a Florida limited partnership (“**Grantor**”), and **THE CITY OF TARPON SPRINGS, FLORIDA**, (“**Grantee**”) (Grantor and Grantee are referred to herein sometimes as a “**Party**” or the “**Parties**”).

RECITALS

WHEREAS, the Grantor is the fee simple owner of that certain vacant land, located at 42503 U.S. Highway 19 North, Tarpon Springs, Pinellas County, Florida, containing approximately 1.50 acres, zoned General Business, and more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**Property**”); and,

WHEREAS, the Property is a portion of a larger planned development and is subject to that certain Easement and Restrictive Covenant Agreement (the “**ERCA**”), between Grantor and Wal-Mart Stores East, LP, dated April 5, 2005, and recorded on April 12, 2005, in Official Records Book 15238, Pages 1048-1060 of the public records of Pinellas County, Florida, which provides that the Property shall have the rights to ingress and egress upon the proposed Mediterranean Boulevard, to be constructed by Wal-Mart; that the Property shall have an easement for stormwater retention in a pond to be constructed by Wal-Mart; and that Wal-Mart shall construct public water and wastewater lines to the edge of the Property; and

WHEREAS, the land development plan for the Wal-Mart and the Property was ultimately rejected by the City of Tarpon Springs, and therefore development of the Wal-Mart property as well as the Property has not commenced (however the Property could be developed independent of the Wal-Mart and overall planned development, or in conjunction with a future development plan); and,

WHEREAS, the Grantee has informed the Grantor of its desire to acquire the Property by donation from the Grantor, for the express purpose of constructing an extension of its nature trail system for the scenic enjoyment of the public, as well as the right to construct one or more structures to allow for public access to the water for recreational and educational purposes, and in order to protect the adjacent waterway and natural habitat of fish, wildlife, plants and ecosystem; and,

WHEREAS, the Grantor has agreed to donate and convey the Property for the restricted and specific uses set forth herein, and upon such other terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant, stipulate and agree that the foregoing recitals are true and correct and are incorporated herein by this reference and further covenant, stipulate and agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Agreement to Donate.** Grantor, hereby agrees to donate and convey the Property to the Grantee, and Grantee hereby agrees to accept the donated Property, upon the express terms and subject to a use restriction set forth in a Special Warranty Deed of the Property from Grantor to Grantee that the use of the Property shall be restricted to public recreational, educational and conservation purposes thereby protecting the natural habitat and providing scenic enjoyment for the public in perpetuity and no other use of the Property shall be permitted.
3. **Valuation.** Haynes T. Hendry, MAI, of Hendry Real Estate Advisors, Inc., a real estate appraiser, prepared an appraisal report of the Property, dated [REDACTED], 2018 (the "**Appraisal**"), to establish the "fair market value" of the Property to be conveyed. Both Grantor and Grantee have read the Appraisal and found the valuation set forth therein to be reasonable, based upon the location fronting on US 19 and commercial zoning classification and agree that the valuation of the Property set forth in the Appraisal is true and correct.
4. **Signage.** In consideration of this donation of the Property by Grantor to Grantee, Grantee shall erect and maintain a monument sign on the Property, along the right-of-way of U.S. Highway 19, stating: "This Property has been donated to the City of Tarpon Springs for the use of its residents in perpetuity for outdoor recreation and protection of the habitat and ecosystem by Richard W. and Linda J. Wilkinson."
5. **Closing.** Closing hereunder shall occur on or before December 28, 2018, time is of the essence, via mail or overnight express service, or at such other place or method as the Parties agree. As of the Closing, all representations and warranties of Grantor are merged within the Special Warranty Deed and do not survive the Closing.
6. **Closing Costs.** Grantee shall pay all cost expenses associated with the conveyance and transfer of the Property by Grantor to Grantee, including recording costs and documentary stamp tax due on the recordation of the Special Warranty Deed and other documents required to convey fee simple title to the Property, the cost of any title search fees and title insurance premium of any title insurance policy required by the Grantor, and the 2018 real estate taxes for the Property. Notwithstanding the foregoing, each Party shall pay its own attorney's fees and costs associated with the transaction contemplated herein.
7. **As-Is.** Subject to Section 9 hereof, Grantor is conveying the Property to Grantee "As-Is" and makes no representation as to the condition of the Property, including, but not limited to, environmental status, soils, hazardous substances, endangered species, suitability for

any certain use or uses. Furthermore, Grantee covenants and affirms that it has had sufficient time to conduct its due diligence, including but not limited to review of those certain reports and studies prepared for Grantor prior to its acquisition of the Property, including but not limited to the Phase I ESA, Geotechnical Report, ALTA ACSM Title Survey, as well as two separate and distinct Owner's Title Policies, all of which were prepared for Grantor prior to Grantor's acquisition of the Property, and which Grantee acknowledges receipt thereof.

8. **Title Commitment.** Notwithstanding the foregoing paragraph, Grantee shall, within ten (10) days after the Effective Date hereof and at Grantee's expense, obtain from Old Republic Title Insurance Company (the "**Title Company**"), a Commitment for Title Insurance for an ALTA Owner's Policy (the "**Commitment**") covering the Property and proposing to insure Grantee in the full amount of the fair market value of the Property. The Commitment shall be delivered to Grantee within ten (10) days after the Effective Date hereof.

(a) No later than five (5) days after its receipt of the Commitment, Grantee shall deliver written notice to Grantor of any matters contained or shown on the Commitment to which Grantee objects (collectively, the "**Title Objections**"). Any matters contained and/or shown on the Commitment to which Grantee does not object shall constitute "Permitted Exceptions" to title.

(b) Grantor shall have the remaining number of days (prior to the December 28, 2018 outside Closing Date), after its receipt of Grantee's written notice of Title Objections to use reasonably good faith efforts to cure the defects specified therein. If Grantor is unable or unwilling to cure any of the specified Title Objections within the aforesaid period, Grantee may, in its sole and absolute discretion: (i) waive any one (1) or more of the specified defects and proceed to Closing under this Agreement, whereupon the same shall be deemed Permitted Exceptions; or (ii) terminate this Agreement, and neither Party shall have any further liability and/or obligation to the other, other than the indemnity obligations of Buyer in Section 9.

9. **Due Diligence Investigations/Entry upon the Property.** From the Effective Date until the date that is December 28, 2018 (the "**Inspection Period**"), Grantee and its authorized agents and representatives shall have the right to enter upon the Property to conduct its due diligence investigations including, without limitation: appraisals, soil tests/borings/investigations, groundwater percolation studies, engineering/planning studies, market feasibility studies, environmental tests/inspections, and any and all other investigations that Grantee may deem necessary and prudent (collectively, the "**Due Diligence Investigations**").

Grantee shall cause all persons or entities furnishing materials or performing services in connection with Grantee's Due Diligence Investigations hereunder to be promptly paid, and Grantee shall not allow the filing of any mechanic's or professional's liens against the Property in connection therewith. Grantee agrees to indemnify and hold Grantor harmless from and against any and all loss, liability, cost and/or expense of any nature whatsoever, including reasonable attorney's fees and costs incurred on appeal or otherwise, sustained by Grantor as a result of Grantee's Due Diligence Investigations hereunder. Furthermore, Grantee shall cause all persons or entities furnishing materials or services in connection with the Due Diligence

Investigations to restore the Property to that condition that existed immediately prior to Grantee's (or its consultants/agents) entry thereupon. The foregoing indemnity obligation and obligation of Grantee to restore to the Property shall survive the termination of this Agreement.

10. **Representations, Warranties and Covenants of Grantor.** Grantor represents and warrants to Grantee that the following is true, accurate and correct, as of the Effective Date:

(a) Authority. Grantor is a duly organized and validly existing limited partnership in good standing under the laws of the State of Florida, and Grantor is qualified to do business in the State of Florida. Grantor has the right, power and authority to enter into this Agreement and consummate the transactions contemplated herein.

(b) Litigation. There are no actions, suits or proceedings pending or, to the best of Grantor's knowledge and belief, threatened, in respect of or affecting the Property or any portion thereof, or otherwise affecting Grantor's ability to perform its obligations hereunder, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(c) Violations. As of the Effective Date hereof, Grantor has received no notice of violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations to Grantor with respect to the Property, which have not been heretofore disclosed to Grantee, in writing, other than that certain Notice of Violation, Case No. 18-0000492, dated July 19, 2018, issued by the Tarpon Springs Police Department Code Enforcement, which is attached hereto, Grantee was fully aware of and Grantee has agreed to take the Property with all faults and violations relating to said notice not having been remedied or corrected.

(d) Bankruptcy. Grantor has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Grantor's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Grantor's assets, (iv) suffered the attachment or other judicial seizure of all or substantially all of Grantor's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension, or composition to its creditors generally.

If on or prior to the Closing Date, any matter covered in this Section 10 ceases to be true, accurate and correct on the Closing Date, Grantee shall have either of two remedies as its sole and exclusive remedy: (i) accept title to the Property with whatever fault or condition is discovered, or (ii) give notice to Grantor from Grantee that it no longer wishes to take title to the Property by donation. Grantee fully acknowledges and agrees that no other remedy of Grantee shall be available to it.

11. **Litigation and Attorneys' Fees.** In the event that either Party finds it necessary to employ an attorney to enforce any provision of this Agreement, the predominantly prevailing party will be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in connection therewith (including costs of collection), at both trial and appellate levels;

including bankruptcy proceedings, in addition to any other remedies to which such party may be entitled. The requirement to pay the predominantly prevailing party's reasonable attorneys' fees and costs will survive any termination of this Agreement.

12. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original; the parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

13. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

14. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered, sent by overnight courier service requiring receipt, or mailed by registered or certified United States Mail, postage prepaid, return receipt requested, or when sent by facsimile transmission addressed to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party:

To Grantor: Wilkinson Anclote Land Limited Partnership
106 Commerce Street, Suite 110
Lake Mary, Florida 32746
Attention: Richard W. Wilkinson
Telephone: (407) 333-8006
Email: Richard@WilkinsonDevelopment.com

With a copy to: Nelson, Mullins, Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Leigh A. Williams
Telephone: (407) 839-4200
Email: leigh.williams@nelsonmullins.com

To Grantee: The City of Tarpon Springs
324 East Pine Street
Tarpon Springs, Florida 34689
Attn: Mark LeCouris, City Manager
Telephone: (727) 938-3711
Email: mlecouris@ctsfl.us

With a copy to: Trask Daigneault, LLP
1001 South Fort Harrison, Suite 201
Clearwater, Florida 33756
Attn: Thomas Trask
Telephone: (727)733-0494
Email: tom@cityattorneys.legal

Notice shall be effective upon delivery or refusal. Either party may by written notice to the other party change the address to which notices directed to such party shall be sent.

15. **Governing Law, Binding Effect and Venue.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, Grantee and Grantor as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the singular, and the use of any gender shall be applicable to all genders. The parties hereby agree that venue for any legal action authorized hereunder shall be in Pinellas County, Florida.

16. **Integrated Contract, Waiver and Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

17. **Effective Date.** The Effective Date hereof shall be the date the last of Grantor and Grantee execute this Agreement.

18. **Continuing Cooperation.** The Parties agree that they will, at any time and from time to time after the Closing Date, upon request of the other party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required for the assigning, transferring, granting, assuring and confirming of the transaction contemplated herein, or for aiding and assisting in collecting and reducing to possession, any or all of the assets or property being transferred herein pursuant to this Agreement, provided that the same do not impose any liability or additional costs on either party beyond that provided in this Agreement.

19. **Default.** In the event either Party shall breach any provision of this Agreement, the other Party may terminate this Agreement by sending written notice thereof; provided, however, the breaching Party shall have ten (10) business days to cure said breach.

20. **City Commission Approval.** Grantee’s performance and closing hereunder are expressly conditioned upon approval by the Board of City Commissioners of the City of Tarpon Springs, Florida on or before December 28, 2018.

IN WITNESS WHEREOF, the parties have executed these presents on the day and year set forth below.

WITNESSES:

Witness
Print Name:

Witness
Print Name:

GRANTOR:

Wilkinson Anclote Land Limited Partnership, a
Florida limited partnership

By: Wilkinson Anclote Inc., a Florida corporation,
Its general partner

By: _____
Richard W. Wilkinson, President

Dated: _____

GRANTEE:

CITY OF TARPON SPRINGS, FLORIDA

Name: _____

Name: _____

By: _____
Name: _____
Title: _____

Dated: _____

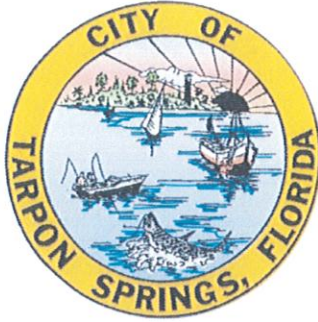
EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

The land referred to herein below is situated in the County of Pinellas, State of Florida, and described as follows:

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; thence 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 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 departing said South line of the Southeast 1/4, 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, of the aforesaid Tampa and Tarpon Springs Land Company, as recorded in Plat Book H-1, Page 116, for a distance of 1319.40 feet to a point on the North line of said Lot 41; thence run North 85°42'06" West along the North line of said Lot 41 and Lot 45, of the aforesaid Tampa and Tarpon Springs Land Company., as recorded in Plat Book H-1, Page 116, 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. 15150-2548; thence departing said North line of Lots 41 and 45, run South 00°02'56" West along said East right of way line for a distance of 1108.82 feet for a point of beginning; Thence departing said East right of way line of State Road 55 (U.S. Highway 19), run South 89°57'04" East, a distance of 56.74 feet to a point of curvature of a curve concave Southwesterly and having a radius of 166.00 feet and a central angle of 45°49'15"; thence run Southeasterly along the arc of said curve for a distance of 132.75 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 374.00 feet and a central angle of 37°10'51"; thence run Southeasterly along the arc of said curve for a distance of 242.70 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 35.00 feet and a central angle of 41°11'38"; thence run Southeasterly along the arc of said curve for a distance of 25.16 feet to the point of tangency; thence run South 40°07'01" East, a distance of 94.70 feet; thence run North 88°14'24; West, a distance of 250.89 feet; thence run North 81°26'06" West, a distance of 161.05 feet; thence run North 89°56'38" West, a distance of 60.34 feet to a point on the aforementioned East right of way line of State Road 55 (U.S. Highway 19); thence run North 00°02'56" East along said East right of way line for a distance of 212.47 feet to the point of beginning.



City of Tarpon Springs, Florida

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

MEMORANDUM

June 10, 2025

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: RON HARRING, CPFO, CGFO, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTION 2025-44

RECOMMENDATION:

To approve Budget Resolution 2025-44.

BACKGROUND:

Budget resolutions are necessary when amending the budget and funds are transferred between funds, between departments of a fund, and/or the budget is increased or decreased.

The purpose of Budget Resolution 2025-44 is to budget for items that were not previously budgeted for in the Fiscal Year 2025 Budget. The items are:

Lime & Huey Lift Station – Improvements to Lime & Huey Lift Station, Board Approved 5/27/25	\$1,500,000
Funding – Sewer Impact Fund	
Vacation/Sick Sellback-Payoff – Vacation/Sick Sellback and Payoffs year to date	\$322,636
Funding – Compensated Absences Reserve	
Sidewalk Improvements –Sidewalk Projects Board Approved 5/27/25	\$300,315
Funding – Sidewalk Improvement Fund	
Pent Grosse Stormwater Project – Additional funding Board Approved 3/11/25	\$290,474
Funding – Stormwater Fund	
Sunset Beach Pavilions – Replacement of Sunset Beach Pavilions, Board Approved 5/27/25	\$268,000
Funding – FEMA and Insurance	
Hurricane Milton – Additional expenditures related to Hurricane Milton	\$266,832
Funding – FEMA	
Hurricane Helene – Additional expenditures related to Hurricane Helene	\$123,974
Funding – FEMA	
Alt 19 Water Line – Additional required for Alt 19 Water Line	\$118,450
Funding – Water Impact Fund	
Fire Mach Alert System - Mach Alert System for Station 70	\$117,000
Funding – Penny Fund	
Fleet Maintenance – Additional required for Fleet Maintenance	\$100,000
Funding – Fleet Maintenance Fund	
Parks Department – Additional funding for Mowing, Tree Removal and Beautification	\$ 70,000
Funding – General Fund	
Facility Maintenance Department – Additional funding for Building Maintenance	\$ 65,000
Funding – General Fund	
Street Light Maintenance – Additional repairs to streetlights	\$ 50,000
Funding – Insurance Reimbursements	
Exercise Park Equipment – New Exercise Park Equipment	\$ 49,746
Funding – General Fund	
Performing Arts – Additional Performances	\$ 35,000
Funding – Performing Art Ticket Sales	
Procurement Software –Procurement Mgt Software	\$19,998
Funding – General Fund	
Total	<u>\$3,697,425</u>

RESOLUTION 2025-44

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS,
FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-25.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA
THAT THE FOLLOWING AMENDMENTS ARE MADE TO THE FISCAL YEAR BUDGET OF 2024-25.

GENERAL FUND (001)

EXPENDITURES

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
<u>City Manager</u>					
001-0202-512.11-00		\$ 152,781	\$ 99,438	\$ -	\$ 252,219
Executive Salaries					
To budget for vacation sell back /payoff					35,128
To budget for Hurricane Milton	SD0031				7,433
Salary from .12 to .11 to cover former City Manager					56,877
					<u>99,438</u>
001-0202-512.12-00		115,765	1,114	56,877	60,002
Regular Salaries					
Salary from .12 to .11 to cover former City Manager					(56,877)
To budget for vacation sell back					1,114
<u>Procurement</u>					
001-0303-513.68-00		-	19,998	-	19,998
Intangible Assets					
To budget for capital improvements:					
Procurement Management Software	GG2402				19,998
<u>Internal Audit</u>					
001-0402-513.11-00		67,132	5,476	-	72,608
Executive Salaries					
To budget for vacation sell back					
<u>Human Resources</u>					
001-0502-513.11-00		141,103	53,806	-	194,909
Executive Salaries					
To budget for vacation sell back/payoff					
<u>City Clerk</u>					
001-0902-512.11-00		203,306	10,287	-	213,593
Executive Salaries					
To budget for vacation sell back					
<u>Police</u>					
001-1002-521.12-00		5,761,292	225,847	-	5,987,139
Regular Salaries & Wages					
To budget for vacation sell back/payoff					156,235
To budget for Hurricane Milton	SD0031				69,612
					<u>225,847</u>
<u>Fire</u>					
001-1102-522.12-00		3,801,269	205,648	-	4,006,917
Regular Salaries & Wages					
To budget for vacation sell back/payoff					40,527
To budget for Hurricane Milton	SD0031				165,121
					<u>205,648</u>
<u>Building Development</u>					
001-1202-524.12-00		620,596	4,248	-	624,844
Regular Salaries & Wages					
To budget for vacation sell back					
<u>Facilities Maintenance</u>					
001-1203-539.12-00		456,374	9,325	-	465,699
Regular Salaries & Wages					
To budget for vacation sell back/payoff					
001-1203-539.34-00		6,500	15,000	-	21,500
Other Contractual Services					
To budget for Camera System Maintenance					
001-1203-539.46-00		125,435	65,000	-	190,435
Repairs & Maintenance					
To budget for additional City Building repairs					50,000
To Budget for Hurricane Helene	SD0030				15,000
					<u>65,000</u>

<u>Description</u>			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
001-1203-539.52-00			211,463	15,000	-	226,463
Operating Supplies						
To Budget for Hurricane Helene	SD0030	15,000				
		15,000				
<u>Parks</u>						
001-1403-572.34-00			253,745	40,000	-	293,745
Other Contractual Services						
To budget for City mowing and Tree Removal						
001-1403-572.52-00			160,034	30,000	-	190,034
Operating Supplies						
To budget for additional supplies for beautification projects						
001-1403-572.63-00			-	49,746	-	49,746
Improvements O/T Buildings						
To budget for Exercise Equipment at Park	CR2510	49,746				
<u>Performing Arts</u>						
001-1679-579.34-00			160,500	35,000	-	195,500
Other Contractual Services						
To budget for additional performance contracts						
<u>Roads & Streets</u>						
001-4102-541.12-00			444,224	11,468	-	455,692
Regular Salaries & Wages						
To budget for vacation sell back		6,490				
To budget for Hurricane Milton	SD0031	4,978				
		11,468				
001-4102-541.34-00			66,915	50,000	-	116,915
Other Contractual Services						
To budget for additional street light repairs						
001-4102-541.62-00			-	18,656	-	18,656
Buildings						
To budget for Portable Buildings (Hurricane Milton)	SD0031	18,656				
<u>Non Departmental</u>						
001-8802-519.49-00			226,000	-	104,998	121,002
Other Current Charges						
Total Expenditures			\$ 12,974,434	\$ 965,057	\$ 161,875	\$ 13,777,616
<u>REVENUE</u>						
001-0000-331.50-29			\$ 217,189	\$ 30,000	\$ -	\$ 247,189
Intergovernmental - FEMA - Helene						
001-0000-331.50-30			475,908	265,800	-	741,708
Intergovernmental - FEMA - Milton						
001-0000-347.39-02			227,320	35,000	-	262,320
Performing Art Ticket Sales						
001-0000-361.10-00			411,751	99,746	-	511,497
Interest Earnings						
001-0000-369.40-29			8,000	50,000	-	58,000
Insurance Reimbursements - Street Lights						
001-0000-389.01-12			-	322,636	-	322,636
Carryover - Compensated Absences						
Total Revenues			\$ 1,340,168	\$ 803,182	\$ -	\$ 2,143,350
<u>RECAP FUND 001</u>						
Total Expenditures			\$ 38,387,971	\$ 965,057	\$ 161,875	\$ 39,191,153
Total Revenue			\$ 38,387,971	\$ 803,182	\$ -	\$ 39,191,153

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
<u>FUND 301 - CAPITAL PROJECT FUND</u>					
<u>EXPENDITURES</u>					
<u>Sidewalk Projects</u>					
301-8402-541.63-00		\$ 250,000	\$ 300,315	\$ -	\$ 550,315
Improvements O/T Buildings					
Sidewalk Projects	TR2501 300,315				
Total Expenditures		\$ 250,000	\$ 300,315	\$ -	\$ 550,315
<u>REVENUE</u>					
301-0000-361.20-00		\$ -	\$ 315	\$ -	\$ 315
Interest Earnings					
301-0000-381.33-02		100,000	300,000	-	400,000
Transfer from Sidewalk Improvement Fund					
Total Revenues		\$ 100,000	\$ 300,315	\$ -	\$ 400,315
<u>RECAP FUND 301</u>					
Total Expenditures		\$ 250,000	\$ 300,315	\$ -	\$ 550,315
Total Revenues		\$ 250,000	\$ 300,315	\$ -	\$ 550,315
<u>FUND 302 - SIDEWALK IMPROVEMENT FUND</u>					
<u>EXPENDITURES</u>					
<u>Sidewalk Improvements</u>					
302-7002-581.91-00		\$ 100,000	\$ 300,000	\$ -	\$ 400,000
Transfer to Capital Project Fund					
Total Expenditures		\$ 100,000	\$ 300,000	\$ -	\$ 400,000
<u>REVENUE</u>					
302-0000-389.01-00		\$ 83,866	\$ 300,000	\$ -	\$ 383,866
Cash Carryover					
Total Revenues		\$ 83,866	\$ 300,000	\$ -	\$ 383,866
<u>RECAP FUND 302</u>					
Total Expenditures		\$ 100,000	\$ 300,000	\$ -	\$ 400,000
Total Revenues		\$ 100,000	\$ 300,000	\$ -	\$ 400,000
<u>FUND 307 - LOCAL OPTION SALES TAX FUND</u>					
<u>EXPENDITURES</u>					
<u>Local Option Sales Tax</u>					
307-8603-522.62-00		\$ 5,981,633	\$ 117,000	\$ -	\$ 6,098,633
Buildings					
Fire Station 70 - Mach Alert System	PS2501				
307-8603-543.63-00		6,315,330	48,497	-	6,363,827
Improvements O/T Buildings					
Hurricane Helene Damage	SD0030 48,497				
307-8603-572.63-00		1,169,543	268,000	-	1,437,543
Improvements O/T Buildings					
Sunset Beach Pavillions	CR2509 268,000				
Total Expenditures		\$ 13,466,506	\$ 433,497	\$ -	\$ 13,900,003
<u>REVENUE</u>					
307-0000-331.50-29		\$ -	\$ 238,497	\$ -	\$ 238,497
Intergovernmental - FEMA - Helene					
307-0000-361.10-00		91,229	117,000	-	208,229
Interest Earnings					
307-0000-369.40-35		-	78,000	-	78,000
Insurance Reimbursement - Sunset Beach Beach Pavillions					
Total Revenues		\$ 91,229	\$ 433,497	\$ -	\$ 524,726
<u>RECAP FUND 307</u>					
Total Expenditures		\$ 22,593,266	\$ 433,497	\$ -	\$ 23,026,763
Total Revenue		\$ 22,593,266	\$ 433,497	\$ -	\$ 23,026,763

<u>Description</u>			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
FUND 403 - SEWER IMPACT FUND						
EXPENDITURES						
<u>Sewer Impact - Sewer Lines</u>						
403-4683-536.63-00			\$ 161,483	\$ -	\$ 161,483	\$ -
Improvements O/T Buildings						
To Budget for Lime & Huey Lift Station						
<u>Sewer Impact - Lift Station</u>						
403-4700-536.63-00			-	1,500,000	-	1,500,000
Improvements O/T Buildings						
To Budget for Lime & Huey Lift Station	WS2529	1,500,000				
Total Expenditures			\$ 161,483	\$ 1,500,000	\$ 161,483	\$ 1,500,000
REVENUE						
403-0000-389.01-00			\$ -	\$ 1,338,517	\$ -	\$ 1,338,517
Carryover - Cash						
Total Revenues			\$ -	\$ 1,338,517	\$ -	\$ 1,338,517
RECAP FUND 403						
Total Expenditures			\$ 449,303	\$ 1,500,000	\$ 161,483	\$ 1,787,820
Total Revenues			\$ 449,303	\$ 1,338,517	\$ -	\$ 1,787,820
FUND 405 - MARINA FUND						
EXPENDITURES						
<u>Marina</u>						
405-1006-543.44-00			\$ 162	\$ 4,963	\$ -	\$ 5,125
Rents & Leases						
To budget for temporary office lease from Hurricane Helene	SD0030	4,963				
405-1006-543.46-00			800	6,200	-	7,000
Repairs & Maintenance						
To budget Hurricane Helene repairs	SD0030	6,200				
405-1006-543.52-00			3,302	1,032	-	4,334
Operating Supplies						
To budget Hurricane Milton supplies	SD0031	1,032				
Total Expenditures			\$ 4,264	\$ 12,195	\$ -	\$ 16,459
REVENUE						
405-0000-331.50-29			\$ 729	\$ 11,163	\$ -	\$ 11,892
Intergovernmental - FEMA - Helene						
405-0000-331.50-30			767	1,032	-	1,799
Intergovernmental - FEMA - Milton						
Total Revenues			\$ 1,496	\$ 12,195	\$ -	\$ 13,691
RECAP FUND 405						
Total Expenditures			\$ 147,843	\$ 12,195	\$ -	\$ 160,038
Total Revenues			\$ 147,843	\$ 12,195	\$ -	\$ 160,038
FUND 406 - STORMWATER FUND						
EXPENDITURES						
<u>Stormwater</u>						
406-4802-538.34-00			\$ 95,692	\$ 22,501	\$ -	\$ 118,193
Other Contractual Services						
To budget for contractual work related to Hurricane Helene	SD0030	22,501				
406-4802-538.44-00			12,339	11,813	-	24,152
Rents & Leases						
To budget for rental equipment related to Hurricane Helene	SD0030	11,813				
406-4802-538.63-00			1,503,594	290,474	-	1,794,068
Improvements O/T Building						
To appropriate funds for Pent St. & Grosse Ave	SU2305	290,474				
406-4802-538.99-00			244,391	-	244,391	-
Non-Operating						
To appropriate funds for Pent St. & Grosse Ave						
Total Expenditures			\$ 1,856,016	\$ 324,788	\$ 244,391	\$ 1,936,413

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
<u>REVENUE</u>					
406-0000-331.50-29		\$ 3,166	\$ 34,314	\$ -	\$ 37,480
Intergovernmental - FEMA - Helene					
406-0000-389.01-00		-	46,083	-	46,083
Carryover - Cash					
Total Revenues		\$ 3,166	\$ 80,397	\$ -	\$ 83,563
<u>RECAP FUND 406</u>					
Total Expenditures		\$ 3,642,300	\$ 324,788	\$ 244,391	\$ 3,722,697
Total Revenues		\$ 3,642,300	\$ 80,397	\$ -	\$ 3,722,697
<u>FUND 408 - WATER IMPACT FUND</u>					
<u>EXPENDITURES</u>					
<u>Water Impact - Water Lines</u>					
408-4383-536.63-00		\$ 1,385,513	\$ 118,450	\$ -	\$ 1,503,963
Improvements O/T Building					
To budget for Alt 19 bridge water line	WS2421 118,450				
<u>Water Impact - Meter Plant</u>					
408-4391-536.63-00		159,986	-	118,450	41,536
Improvements O/T Building					
To budget for Alt 19 bridge water line					
Total Expenditures		\$ 1,545,499	\$ 118,450	\$ 118,450	\$ 1,545,499
<u>RECAP FUND 408</u>					
Total Expenditures		\$ 1,833,319	\$ 118,450	\$ 118,450	\$ 1,833,319
Total Revenues		\$ 1,833,319	\$ -	\$ -	\$ 1,833,319
<u>FUND 505 - VEHICLE MAINTENANCE FUND</u>					
<u>EXPENDITURES</u>					
<u>Vehicle Maintenance</u>					
505-4107-590.46-05		\$ 587,963	\$ 100,000	\$ -	\$ 687,963
Vehicle Maintenance Repairs					
To appropriate funds for vehicle repairs					
Total Expenditures		\$ 587,963	\$ 100,000	\$ -	\$ 687,963
<u>REVENUE</u>					
505-0000-395.01-00		\$ 1,092,011	\$ 100,000	\$ -	\$ 1,192,011
Internal Services - General Fund					
Total Revenues		\$ 1,092,011	\$ 100,000	\$ -	\$ 1,192,011
<u>RECAP FUND 505</u>					
Total Expenditures		\$ 1,771,971	\$ 100,000	\$ -	\$ 1,871,971
Total Revenue		\$ 1,771,971	\$ 100,000	\$ -	\$ 1,871,971
<u>RECAP - TOTAL CITY BUDGET</u>					
Total Expenditures		\$ 125,496,162	\$ 4,054,302	\$ 686,199	\$ 128,864,265
Total Revenues		\$ 125,496,162	\$ 3,368,103	\$ -	\$ 128,864,265

RESOLUTION NO. 2025-45

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA AUTHORIZING THE LEASE-PURCHASE FINANCING OF THE ACQUISITION OF TWO VAC-CON TRUCKS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT, INCLUDING ANY SCHEDULES ATTACHED THERETO, WITH BANC OF AMERICA PUBLIC CAPITAL CORP; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH WITH ARGENT INSTITUTIONAL TRUST COMPANY, A FLORIDA TRUST COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the City of Tarpon Springs, Florida (the "City") has determined that a true and very real need exists for financing the acquisition of two Vac-Con Trucks (the "Equipment"); and

WHEREAS, for the benefit of its inhabitants, the City finds, determines, and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the City and its inhabitants and has taken the necessary steps to arrange for the lease-purchase financing of the acquisition of the Equipment satisfies a public purpose; and

WHEREAS, the City's Financial Advisor requested indications of interest from a group of lease financing providers for similar lease structures, and the proposal submitted by the Lessor to the City for the lease-purchase financing of the acquisition of the Equipment contains the most advantageous terms; and

WHEREAS, the City now desires to authorize and approve, in connection with the lease-purchase financing of the acquisition of the Equipment, the form of a Master Equipment Lease/Purchase Agreement (including any schedules attached thereto) with Banc of America Public Capital Corp, a Kansas corporation, as lessor (the "Lessor") in substantially the form attached hereto as Exhibit A (the "Lease Agreement"), and the form of an Escrow Agreement by and among the City, the Lessor and Argent Institutional Trust Company, a Florida Trust Company, as escrow agent in substantially the form attached hereto as Exhibit B (the "Escrow Agreement," and together with the Lease Agreement, the "Financing Documents"); and

WHEREAS, the transaction costs to the City associated with execution and delivery of the Financing Documents include legal and financial advisory fees and expenses and such other expenses as may be necessary or incidental.

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

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Tarpon Springs, Florida, and other applicable provisions of law.

Section 2: Recitals.

(A) The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(B) It serves a public purpose and is in the best interests of the City and its inhabitants to lease-purchase finance the acquisition of the Equipment as contemplated hereunder.

(C) It is hereby ascertained, determined and declared that, in light of prevailing and anticipated market conditions, it is in the best interest of the City to enter into the Financing Documents upon the satisfaction of the conditions set forth in Section 3(A) hereof.

Section 3: Authorization of the Financing Documents.

(A) The City is hereby authorized to execute and deliver the Financing Documents in a principal amount not to exceed \$1,200,000, with a final principal payment date on or before June 1, 2030, at an initial interest rate of not to exceed 3.476% (subject to adjustment as provided in the Lease Agreement). Subject to compliance with the parameters in the immediately preceding sentence, the Financing Documents substantially in the forms attached hereto as Exhibit A and Exhibit B, are hereby approved and shall be executed on behalf of the City with the manual signature of the Mayor or Vice Mayor (collectively, the "Mayor") and shall have impressed thereon the official seal of the City, shall be attested with the manual signature of the City Clerk and Collector or an assistant or deputy thereof (collectively, the "City Clerk and Collector"), and the approved as to form and correctness by the manual signature of the City Attorney, and the Mayor, the City Clerk and Collector and the City Attorney are hereby authorized to so execute, attest and approve and deliver the Financing Documents.

(B) Because of the characteristics of the Financing Documents, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of the Financing Documents, it is in the best interest of the City to execute and deliver the Financing Documents in a private negotiated financing transaction. Prior to the execution and

delivery of the Financing Documents, the City shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 4: Tax Covenants. The City covenants with the Lessor that it shall not use the Equipment in any manner which would cause the portion of the lease payments designated and paid as interest to the Lessor under the Lease Agreement to be or become includable in the gross income of the Lessor for federal income tax purposes. The City covenants with the Lessor that neither the City nor any person under its control or direction will make any use the Equipment (or amounts deemed to be proceeds under the hereinafter defined Code) in any manner which would cause the Lease Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed (the "Code") and neither the City nor any other person shall do any act or fail to do any act which would cause the portion of the lease payments designated and paid as interest to the Lessor under the Lease Agreement to become includable in the gross income of the Lessor for federal income tax purposes. The City hereby covenants with the Lessor that it will comply with all provisions of the Code necessary to maintain the exclusion of the interest payment under the Lease Agreement from the gross income of the Lessor for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

Section 5: Additional Authorizations; No Personal Liability. The Mayor and any member of the Commission, the City Manager or any deputy or assistant thereof, the City Attorney, the Finance Director or any deputy or assistant thereof, the City Clerk and Collector, and other officers and agents of the City, are hereby authorized and directed to do all acts and things required by them by the provisions of the Financing Documents in connection with the lease-purchase financing of the acquisition of the Equipment, to the extent that full compliance with the terms thereof shall be effected. No covenant, stipulation, obligation or agreement contained in this Resolution or the Financing Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City in his or her individual capacity, and neither the members of the Commission, nor any person executing the Financing Documents and any related documents shall be liable personally on the Financing Documents or shall be subject to any personal liability or accountability by reason of the execution and delivery of the Financing Documents.

Section 6: Intent To Reimburse. The City hereby expresses its intention that the City be reimbursed from the proceeds of the financing for any costs incurred in connection with the Equipment prior to the execution and delivery of the Financing Documents, all in compliance with the applicable provisions of the Code.

Section 7: Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void

and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

Section 8: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 9: Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 10: Repeal of Inconsistent Instruments. All resolutions or parts or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

[Remainder of page intentionally left blank]

Section 11: *Effective Date.* This Resolution shall be in full force and effect and take effect immediately upon its passage and adoption

PASSED and ADOPTED this 10th day of June, 2025.

JOHN KOULIANOS, MAYOR

MICHAEL EISNER, VICE MAYOR

PANAGIOTIS KOULIAS, COMMISSIONER

FRANK DiDONATO, COMMISSIONER

DAVID BANTHER, COMMISSIONER

MOTION BY: _____

SECOND BY: _____

VOTE ON MOTION

COMMISSIONER BANTHER _____

COMMISSIONER DiDONATO _____

COMMISSIONER KOULIAS _____

VICE MAYOR EISNER _____

MAYOR KOULIANOS _____

ATTEST:

IRENE S. JACOBS, CMC
CITY CLERK AND COLLECTOR

APPROVED AS TO FORM:

ANDREW J. SALZMAN
CITY ATTORNEY

EXHIBIT A
FORM OF MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (this “*Agreement*”) dated as of June 13, 2025, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and the City of Tarpon Springs, Florida, a municipality existing under the laws of the State of Florida (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

“*Agreement*” means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

“*Casualty Value*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Casualty Value” on the Payment Schedule.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“*Commencement Date*” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Contract Rate*” means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

“*Disbursement Request*” means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

“*Equipment*” means, with respect to each Lease, the equipment, fixtures and other goods and property listed in the related Equipment Schedule, together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom.

“*Equipment Costs*” means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, and other costs incurred in connection with the acquisition, installation and/or financing provided by the lease purchase of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor’s prior consent.

“Equipment Schedule” means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

“Escrow Account” means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

“Escrow Agent” means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means, with respect to each Lease for which an Escrow Account is established, an Escrow Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

“Event of Default” means an Event of Default described in Section 12.01.

“Event of Non-appropriation” means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

“Lease” means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

“Lease Term” means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

“Lessee” means the entity referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

“Material Adverse Change” means (a) any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or S&P Global Ratings or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by

Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Original Term” means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

“Outstanding Balance” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“Payment Schedule” means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“Prepayment Price” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“Principal Portion” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“Related Documents” means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

“Renewal Terms” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date and upon payment of all amounts due and owing under each respective Lease.

“Rental Payment Date” means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

“Rental Payments” means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“SEC” means the U.S. Securities and Exchange Commission.

“State” means the State of Florida.

“*Taxable Rate*” means, with respect to each Lease, the rate identified as such in the related Equipment Schedule.

“*Vendor*” means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is included in the agenda of an upcoming meeting of the Lessee’s Board of Commissioners with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipality of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days following approval. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated

by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) Lessee has complied and will comply with Section 218.38, Florida Statutes, with respect to each Lease.

(n) The interest rate for the interest portion of the Rental Payments on the first date that interest begins to accrue with respect to each Lease, does not exceed a rate of interest permitted by Section 215.84, Florida Statutes, as amended.

(o) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, and subject in all respects to applicable state public records laws, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address, account information and logos of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

Section 2.02. Representations and Covenants of Lessor. Lessor represents, covenants and warrants for the benefit of Lessee on the date hereof and as of the Commencement Date of each Lease that it has and will comply with Section 218.385(2) and Section 218.385(3), Florida Statutes, as amended, with respect to each Lease, as applicable.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire

and install the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Such failure to budget, appropriate or otherwise make available such funds shall not constitute an Event of Default hereunder or under any Lease. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to (i) cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for which Rental Payments have been appropriated for the applicable Lease (each, a "*Non-Appropriation Return Date*"). Lessor may take whatever action at law or in equity as may be necessary or desirable to enforce Lessee's obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee's obligations in the second preceding sentence or Lessor's rights in the immediately preceding sentence, if the Lessee fails to

return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03, or (ii) prepay all of the obligations under such Lease pursuant to section 10.01 hereof.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Equipment Schedule, executed by Lessee;
- (ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit H*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;
- (iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, or in such other form satisfactory to Lessor, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;
- (iv) A Certificate completed and executed by the Clerk or Secretary of the Lessee or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;
- (v) An opinion of counsel to Lessee and an opinion of special tax counsel, substantially in the forms attached hereto as *Exhibit D*, or otherwise in a form satisfactory to Lessor;
- (vi) Evidence of insurance as required by Section 7.02 hereof;
- (vii) All documents, including affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;
- (viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the Real Property on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located and amendments and agreements releasing liens and encumbrances, if any, on the Real Property where the Equipment is and will be located;
- (ix) Reserved;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the execution, delivery and performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or is included in the agenda of an upcoming meeting of the Lessee's Board of Commissioners, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

Section 3.05 Substitution. Lessee reserves the right to substitute Equipment of the same quality, quantity and general type with the approximate equal value, utility and remaining useful life as the Equipment so replaced. So long as the Lease related to such Equipment is in effect, Lessee shall immediately notify Lessor of the details of the substitution and such substitution shall be reflected in an amendment to the Schedule prepared by Lessor and to be executed by Lessee and Lessor.

Section 3.06 Evidence of Filing Form 8038-G. As soon as it is available, with respect to each Lease under this Agreement, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for the applicable Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement or the applicable Lease, it shall not be an Event of Default hereunder or thereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for the applicable Lease with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other

funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER A LEASE.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or under any Vendor Agreement, or the failure or inability (for whatever reason) of Lessee to receive (or delay in receipt of) all or any portion of any refundable tax credit under Section 6417 of the Internal Revenue Code of 1986, as amended by the Inflation Reduction Act of 2022 (Pub. L. No. 117-169), or any substantially similar provision of federal, state, local or foreign tax law (including regulations or other guidance from any taxing authority).

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability (as defined below) with respect to a Lease, the interest component of Rental Payments under such

Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includable in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includable in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includable for Federal income tax purposes in an owner’s gross income solely as a result of action or inaction of the Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. (a) If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earliest of (i) the expiration of the applicable Acquisition Period, (ii) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (iii) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates at a price of one hundred (100%) of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) In connection with any partial prepayment of Rental Payments for a Lease, Lessor shall prepare a new Payment Schedule for such Lease and deliver the same to the Lessee, which shall be binding, absent manifest error.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee shall conduct such inspection and testing of the Equipment listed in a Lease as it deems appropriate in order to unconditionally accept such Equipment. When the Equipment listed in a Lease has been delivered and installed, including any component of the Equipment, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within five (5) business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within five (5) business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default and no Event of Non-appropriation exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right, upon prior written notice, at all reasonable

times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the Lease.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, so long as Lessee is not in default under Article XII hereof and an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all (a) Equipment, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds, free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, unless Lessee has elected not to return the Equipment and to prepay all of its obligations under the related Lease pursuant to Section 10.01(a), full and unencumbered legal title to the Equipment shall be transferred and conveyed by Lessee to Lessor within 10 days of such occurrence or termination and upon such transfer and conveyance, Lessee shall have no further interest therein (except to the extent provided in Section 12.02(b) and Section 12.04). In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the

transfer and conveyance of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's rights relating to the Equipment under such Lease shall terminate. Notwithstanding anything herein to the contrary, under no circumstance shall the Lessor have a right to forcible repossession of the Equipment.

Section 6.02. Lessor's Interest in the Equipment. For each Lease under this Agreement, Lessor shall only have the remedies described in Section 12.02 and shall not have a general foreclosure right that entitles Lessor to a deficiency judgment or retain Lessee's equity in the Equipment, if any.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that during the Lease Term of each Lease the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all sales and other taxes, special assessments, governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term under the affected Lease, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment. In the event that the installation of any component of

any item of Equipment could be deemed to require a payment and performance bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provision of Chapter 713, Florida Statutes, or any successor statute to each, as they may be amended from time to time, Lessee shall require such bonds, post such notices and do all other things provided for under such laws in order to keep the Equipment free of and exempt from all liens.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Casualty Value under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, and in all events under clauses (a) and (b) above issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in form and substance satisfactory to Lessor, in Lessor's sole discretion. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease, subject in all respects to the Lessee's right to non-appropriate. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds budgeted and appropriated for such purpose) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the

ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason. Notwithstanding anything to the contrary, in this Agreement, or in any Lease or Escrow Agreement, Lessor shall not bear any risk of loss of, damage to or liability related to injury or damage to any persons or property arising from the Equipment from or as a results of any cause whatsoever. The Lessee is a governmental entity and is entitled to the benefits of Sovereign Immunity under Florida law and the limited waiver thereof as provided in Section 768.28, Florida Statutes, as amended, and Florida common law. Nothing contained in this Agreement shall be construed as a waiver of any immunity or limitation of liability the Lessee may be entitled to under the doctrine of Sovereign Immunity or Section 768.28, Florida Statutes, as amended.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(a)(ii) hereof.

If Lessee elects to replace any item of the Equipment (the “*Replaced Equipment*”) pursuant to this Section 8.01, the replacement equipment (the “*Replacement Equipment*”) shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its

sole discretion. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment in accordance with Section 10.01(a)(ii) hereof.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's rights in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease and so long as no Event of Non-appropriation has occurred, to assert from time

to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder or, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor's interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes, based on a certificate from such investors delivered to Lessor, is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company

as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's rights in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit G* attached hereto, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days after the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of

such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregate amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, liquidation, readjustment, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Notwithstanding anything herein to the contrary, an Event of Non-appropriation pursuant to Section 3.03 hereof shall not constitute an Event of Default hereunder.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a “Defaulted Lease”):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may request that Lessee, at Lessee's expense, promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify. In such event, Lessor shall use its best efforts to sell or lease such Equipment. If Lessee returns the Equipment and Lessor sells, leases or otherwise disposes of any or all of the Equipment, Lessor shall apply the proceeds of such sale, lease or other disposition as described in Section 12.04. Lessee shall not be liable for any deficiency after sale, lease or other disposition of the Equipment. If Lessee elects not to return the Equipment, Lessor is entitled to payment of unpaid Rental Payments through the date of Lessor's request to return the Equipment plus the then applicable Prepayment Price, as set forth in the applicable Schedule for such Equipment. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Subject to the next sentence, Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under each such Defaulted Lease or related Escrow Agreement or to any or all of the Equipment or the Escrow Account. The parties to this Agreement acknowledge that: (i) this Agreement is not intended to create a mortgage of or a security interest in the Equipment as proscribed by *Nohrr v. Brevard County Educational Facilities Authority*, 247 So. 2d 304 (Fla. 1971), and (ii) Lessor may not exercise any foreclosure-type remedies if an Event of Default occurs, *State v. Brevard County*, 539 So. 2d 461 (Fla. 1989), notwithstanding any provisions to the contrary in this Agreement.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of

taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately above the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court having jurisdiction over Lessee and, with respect to any state court, located in Pinellas County, Florida, and with respect to Federal court, located in Pinellas or Hillsborough County, Florida for the purposes of any suit, action or other proceeding arising in connection with this Agreement or

any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

City of Tarpon Springs, Florida
324 E. Pine Street
Tarpon Springs, Florida 34689

Attention: Finance Director

Fax No.: _____

By: _____

Name: _____

Title: _____

By: _____

John Koulianos, Mayor

(SEAL)

ATTEST:

Irene S. Jacobs, CMC

City Clerk and Collector

Approved as to Form and Correctness:

Andrew J. Salzman, City Attorney

LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Reserved
Exhibit G	Form of Notice and Acknowledgement of Assignment
Exhibit H	Form of Escrow Agreement

EXHIBIT A-1

FORM OF EQUIPMENT SCHEDULE NO. _____ - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of June 13, 2025,
between Banc of America Public Capital Corp, a Kansas corporation, as
Lessor, and the City of Tarpon Springs, Florida, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
----------	-------------	------------	-----------	----------

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is included in the agenda of an upcoming meeting of the Lessee's Board of Commissioners; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$ _____. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the _____ month following the date hereof.]

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond (“*Surety Bond*”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor’s obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee’s obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ____, or, at Lessor’s sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no “Disbursement Request” pursuant to the Escrow Agreement for this Equipment Schedule (other than for costs of issuance) shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____ have been delivered to Lessor.

[7][8][9]. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled in the name of Lessee as registered owner. Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor’s files throughout the Lease Term of the Lease created hereby.

Dated: _____

LESSOR:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

City of Tarpon Springs, Florida
324 E. Pine Street
Tarpon Springs, Florida 34689
Attention: Finance Director

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

[Name, Title]

Approved as to Form and Correctness:

[Name], City Attorney

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-2

FORM OF EQUIPMENT SCHEDULE NO. _____ - ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of June 13, 2025, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and City of Tarpon Springs, Florida, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is included in the agenda of an upcoming meeting of the Lessee's Board of Commissioners; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$ _____. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (i) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (ii) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a

remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at least through the Lease Term.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("*Surety Bond*") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ___, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of

this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____ have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:
City of Tarpon Springs, Florida
324 E. Pine Street
Tarpon Springs, FL 34689
Attention: Finance Director

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

[Name, Title]

Approved as to Form and Correctness:

[Name], City Attorney

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium, if applicable]	CASUALTY VALUE [including casualty premium, if applicable]
---------------------------	-----------------------------	---------------------	----------------------	------------------------	---	---

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is _____% per annum. The Taxable Rate, if applicable, for this Equipment Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is _____.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of Tarpon Springs, Florida

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Tarpon Springs, Florida (the “*Lessee*”), a municipality duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Florida, is authorized by the laws of the State of Florida to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Board of the Commissioners of the Lessee (the “*Board*”) has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of _____, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the “*Equipment*”) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the “*Agreement*”) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the “*Lessor*”), substantially in the proposed form presented to the Board at this meeting, and separate Equipment Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Equipment Schedules thereunder and the other documentation relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section I. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the “*Authorized Officials*”) executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute (in writing or electronically), and the _____ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$ _____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [_____] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [_____] percent (____ %) per annum. The Authorized Officials may execute (in writing or electronically) and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to execute (in writing or electronically) and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each

Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ____ day of _____, 20__.

[SEAL]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. ____ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20___. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

Name: _____
Title: _____

EXHIBIT C-1B

FORM OF AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Tarpon Springs, Florida (the "*Lessee*"), a municipality duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Florida, is authorized by the laws of the State of Florida to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Board of Commissioners of the Lessee (the "*Board*") has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed \$ _____ and consisting of _____, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Schedule (the "*Equipment Schedule*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the proposed form presented to the Board at this meeting, which Equipment Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of June 13, 2025 by and between Lessor and Lessee (the "*Agreement*"); and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Equipment Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section I. Findings and Determinations. It is hereby found and determined that the terms of the Equipment Schedule and the form of Payment Schedule, in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the “*Authorized Officials*”) executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to execute (in writing or electronically) and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ____ day of _____,
20__.

[SEAL]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. ____ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20___. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

Name: _____
Title: _____

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)

The undersigned, a duly elected or appointed and acting City Clerk of the City of Tarpon Springs, Florida ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Master Equipment Lease/Purchase Agreement dated as of June 13, 2025 (the "*Agreement*") and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Equipment Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow Agreement dated as of _____, 20__ by and among Lessor, Lessee and [_____], as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

EXHIBIT C-2B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)

The undersigned, a duly elected or appointed and acting City Clerk of the City of Tarpon Springs, Florida (“*Lessee*”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “*Officials*”) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Equipment Schedule No. ____ dated as of _____, 20__ (the “*Equipment Schedule*”), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of June 13, 2025 (the “*Agreement*”) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the “*Schedules*”), each by and between Lessee and Banc of America Public Capital Corp (“*Lessor*”), [the Escrow Agreement dated as of _____, 20__ by and among Lessor, Lessee [_____]], as Escrow Agent, and all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the “*Operative Agreements*”), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE
OPERATIVE AGREEMENTS.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE (to be typed on letterhead of counsel)

Board of Commissioners
City of Tarpon Springs, Florida
Tarpon Springs, Florida

Banc of America Public Capital Corp
Hunt Valley II

Re: Equipment Schedule No. __, dated ____, 20__, to Master
Equipment Lease/Purchase Agreement, dated as of June 13, 2025, by and
between Banc of America Public Capital Corp, as Lessor, and the City of
Tarpon Springs, Florida, as Lessee

Ladies and Gentlemen:

This opinion is being delivered as the opinion of Counsel to the City of Tarpon Springs, Florida (the “Lessee”). All terms used herein in capitalized form and not otherwise defined herein shall have the same meanings assigned thereto in the Agreement (as hereinafter defined). In connection with that certain Master Equipment Lease/Purchase Agreement, dated as of June 13, 2025 and Exhibits thereto (the “Agreement”), by and between Banc of America Public Capital Corp, as lessor (“Lessor”), and Lessee, I have examined the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Lessee and other applicable provisions of Florida law.

I am a member of the bar of the State of Florida and am licensed to practice law in the State of Florida. I have made such examination of the laws of the State of Florida as I have deemed relevant for purposes of this opinion, and have not made any independent review of the law of any other state, jurisdiction or institution or any federal law or regulation, including federal tax law. The opinions expressed herein are limited solely to the laws of the State of Florida. Notwithstanding the foregoing, the opinions contained herein shall not be construed as expressing any opinion regarding local statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties, towns, municipalities or special political subdivisions (whether created or enabled through legislative action at the state or regional level), or regarding judicial decisions to the extent they deal with any of such local jurisdictions, except for the applicable ordinances, administrative decisions, rules or regulations of the Lessee or regarding judicial decisions to the extent they deal directly with the Lessee.

In rendering the opinions hereinafter set forth, I have assumed that:

(a) all signatures on documents examined by us (other than those of the Lessee) are genuine, all documents submitted to us as originals are authentic and all documents submitted to us as copies are true and correct copies of such documents, the originals of which are authentic; and

(b) each person or entity that is a party to an approval (other than those of the Lessee), (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and the jurisdictions where it is required to exist or be qualified for the purpose of executing and delivering such document and performing its obligations thereunder; (ii) has all requisite power and authority to execute and deliver and to perform its obligations thereunder; (iii) has duly authorized by all requisite action the execution and delivery of such document, and the performance of its obligations thereunder; (iv) has duly executed and delivered such document; and (v) has accurately, truly and completely represented applicable federal matters (I have made no independent examination of the aforesaid matters).

As to questions of fact material to my opinion, I have relied upon, and have not independently verified, representations of officials and representatives of the Lessee. My opinion is based on the facts and law existing as of the date of this letter. I have relied on the certified proceedings and other certifications of public officials, officers of the Lessee and others without undertaking to verify the same by independent investigation.

Based solely on the foregoing, and subject to the limitations and qualifications herein set forth, as of the date hereof, I am of the opinion that:

1. Lessee is a municipality duly organized and existing under the laws of the State of Florida.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver (a) the Agreement; (b) Equipment Schedule No. ___, dated _____, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. ___, together with such incorporated terms and provisions are herein referred to collectively as the "Schedule"), has attached the Rental Payment Schedule with respect thereto (the "Payment Schedule"), and provides for the lease of the Equipment; (c) that certain Escrow Agreement dated as of _____ (the "Escrow Agreement"), by and among Lessor, Lessee and [_____] , as Escrow Agent; (d) Resolution No. ___ adopted on _____ of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the lease and acquisition the Equipment (collectively, "Transaction Documents") and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

4. There is no proceeding pending or, to the best of my knowledge, threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely

determined, would adversely affect the transactions contemplated by the Transaction Documents or the rights of Lessor or its assigns, as the case may be, in the Equipment under the Lease or the Escrow Account.

I express no opinion as to the status of interest on the Lease under either federal laws or the laws of the State of Florida. The opinions expressed herein are limited to the matters expressly set forth herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. The opinions expressed herein are based on the actual current knowledge of the attorneys in my firm who have given substantive attention to the representation of the Lessee in this matter and does not include constructive notice of matters or information or imply that I have undertaken any independent investigation with any person outside the firm, as to the accuracy or completeness of any factual representation or other information made or furnished in connection with the Transaction Documents. No opinion is expressed herein with respect to the adequacy of the security for the Lease, any other matter relating to the Lease, or any other matter requiring an opinion.

This opinion is rendered and delivered to you solely for the benefit of the addressees hereof in connection with the transactions contemplated hereby. Any permitted assignee of the Lease may rely on this opinion; *provided, however*, an assignment of the Lease shall not constitute a republication or reissuance of this opinion. The opinions rendered herein may not be used, circulated, quoted, relied upon or otherwise referred to by others for any purpose without our prior written consent. The opinions set forth in this letter are rendered as of the date of this letter and I do not assume any duty to update the opinions rendered herein.

Respectfully submitted,

FORM OF OPINION OF BOND COUNSEL
(to be typed on letterhead of counsel)

Board of Commissioners
City of Tarpon Springs, Florida
Tarpon Springs, Florida

Bank of America, National Association
Hunt Valley, Maryland

Re: Equipment Schedule No. __, dated _____, to Master Equipment
 Lease/Purchase Agreement, dated as of June 13, 2025, by and between
 Bank of America, National Association, as Lessor, and the City of Tarpon
 Springs, Florida, as Lessee

Ladies and Gentlemen:

We have acted as Bond Counsel to our client, the City of Tarpon Springs, Florida (the “City”), with respect to the Master Equipment Lease/Purchase Agreement dated as of June 13, 2025, and the Equipment Schedule No. __ dated _____, 20__ attached thereto, each by and between the City, as Lessee (the “Lessee”), and Bank of America, National Association, as Lessor (the “Lessor”) (together, the “Lease”), and in this capacity have reviewed a duplicate original of the Lease. The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease.

As to questions of fact material to our opinion, we have relied upon representations of the Lessee contained in the Lease and in the certified proceedings and other certifications of the Lessee and others furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

The payments due under the Lease in each fiscal year (the “Lease Payments”) are payable from and subject to the annual appropriation of legally available revenues of the Lessee appropriated for the payment thereof, solely in the manner and to the extent provided in the Lease. The Lease does not constitute a general obligation or indebtedness of the City within the meaning of any constitutional, statutory or other limitation of indebtedness and the holders thereof shall never have the right to compel the exercise of any ad valorem taxing power of the City or taxation in any form on any real or personal property for the payment of the principal of or interest on the Lease.

The opinions set forth below are expressly limited to, and we opine only with respect to, the federal income tax laws of the United States of America and the laws of the State of Florida (the “State”).

Based on our examination, we are of the opinion that, under existing law: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), a fully constituted political subdivision of the State; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) the interest component of the Lease Payments due under the Lease is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in (iv) above are subject to the condition that the Lessee complies with all requirements of the Code, that must be satisfied subsequent to the execution and delivery of the Lease in order that the interest component of the Lease Payments due under the Lease be, and continue to be, excludable from gross income for federal income tax purposes. The Lessee has covenanted in the Lease to comply with all such requirements. Failure to comply with certain of such requirements may cause the interest component of the Lease Payments due under the Lease to be included in gross income for federal income tax purposes retroactively to the date of delivery of the Lease.

It is to be understood that the Lease and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

With respect to the opinions contained in the preceding paragraph, no opinion is expressed with respect to consequences under the Code of any payments to be received with respect to the Lease following termination of the Lease as a result of the occurrence of a non-appropriation of funds under Section 3.03 of the Lease or an Event of Default thereunder.

The scope of our engagement in relation to the execution and delivery of the Lease has been limited to the examination of facts and law incident to rendering the opinions expressed herein. The only opinions rendered hereby are those expressly stated as such herein, and no other opinion shall be implied or inferred from anything contained herein or omitted herefrom.

We express no opinion herein regarding the perfection or priority of the lien, if any, on the Equipment and the funds created under the Lease. We express no opinion as to compliance with public bidding requirements or procurement laws applicable to the Lessee with respect to the financing of the Equipment.

For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of any financial information furnished by the Lessee to the Lessor as an inducement for the Lessor to accept the Lease, and we express no opinion relating thereto. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the execution and delivery of the Lease. Further, we express no opinion regarding federal income or state tax consequences arising with respect to the Lease other than as expressly set forth herein.

The facts and opinions set forth in this opinion may be relied upon by the addressees of this letter and their permitted successors and/or assigns. Notwithstanding the foregoing, nothing contained herein is intended to either create an attorney-client relationship between the Lessor and our firm, or to create any duty on the part of this firm to amend or supplement this opinion following a change in any facts or laws upon which this opinion is predicated.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of June 13, 2025, by and between Banc of America Public Capital Corp, as Lessor, and the City of Tarpon Springs, Florida, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. Lessee has conducted such inspection and testing of the Equipment listed in the Equipment Schedule as it deems appropriate, and all of the Equipment has been delivered, installed and is unconditionally accepted for all purposes by Lessee, and title to the Equipment has transferred to Lessee and any security interest of Vendor therein has been released.
2. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
3. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
4. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is included in the agenda of an upcoming meeting of the Lessee's Board of Commissioners; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

CITY OF TARPON SPRINGS, FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT F

RESERVED

EXHIBIT G

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“*Assignor*”) hereby gives notice that, as of _____, 20__, it has assigned and sold to [_____] (“*Assignee*”) all of Assignor’s right, title and interest in, to and under Equipment Schedule No. __, dated _____, 20__ (including the Payment Schedule attached thereto, the “*Equipment Schedule*”), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of June 13, 2025 (the “*Agreement*”), each by and between Assignor and the City of Tarpon Springs, Florida (“*Lessee*”), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor’s right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor’s right, title and interest in, to and under the Escrow Agreement dated as of _____, 20__ (the “*Escrow Agreement*”) by and among Lessee, Assignor and [_____] as Escrow Agent, together with the Escrow Account (collectively, the “*Assigned Property*”).

For purposes of this Notice and Acknowledgment of Assignment (the “*Acknowledgment*”), “*Lease*” means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term “*Lease*” specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this “*Acknowledgement*”), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is included in the agenda of an upcoming meeting of the Lessee’s Board of Commissioners with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF TARPON SPRINGS, FLORIDA
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF ESCROW AGREEMENT

This ESCROW AGREEMENT (this “*Agreement*”), dated as of _____, 20__, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “*Lessor*”), the City of Tarpon Springs, Florida, a municipality existing under the laws of the State of Florida (hereinafter referred to as “*Lessee*”), and [_____], a _____ (hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Equipment Schedule No. __, dated _____, 20__ to Master Equipment Lease/Purchase Agreement dated as of June 13, 2025, between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount of \$ _____ be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “City of Tarpon Springs, Florida Equipment Schedule No. __ Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent’s Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent’s Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing

investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of Section 1010.53(2) and Section 218.415, Florida Statutes.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "*Losses*") incurred or sustained by

the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law, indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with

the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt. **It is understood and agreed that for no purpose shall notice to [_____] in**

its capacity hereunder constitute notice to Banc of America Public Capital Corp in its capacity hereunder.

If to Lessor: Banc of America Public Capital Corp
 11333 McCormick Road
 Hunt Valley II
 M/C MD5-032-07-05
 Hunt Valley, MD 21031
 Attn: Contract Administration
 Fax: (443) 541-3057

If to Lessee: City of Tarpon Springs, Florida
 324 E. Pine Street
 Tarpon Springs, Florida 34689
 Attn: Finance Director
 Telephone: (727) 942-5612
 E-Mail: finance@ctsfl.us

If to Escrow Agent: [_____]

 Telephone: _____
 E-Mail: _____

7. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties hereto consent to jurisdiction in any state court located in Pinellas County, Florida and any Federal court with proper jurisdiction located in the United States District Court for the Middle District of Florida.

9. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

11. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

12. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld. For the avoidance of doubt, nothing herein prohibits any individual form

communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

CITY OF TARPON SPRINGS, FLORIDA,
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[_____]
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. __ dated _____, 20__ to Master Equipment Lease/Purchase Agreement dated as of June 13, 2025, by and between Banc of America Public Capital Corp, as Lessor, and the City of Tarpon Springs, Florida, as Lessee (the “*Lease*”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of _____, 20__ (the “*Escrow Agreement*”) by and among Banc of America Public Capital Corp (“*Lessor*”), the City of Tarpon Springs, Florida (“*Lessee*”) and [_____], as escrow agent (the “*Escrow Agent*”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	< invoice amount>	<general description of equipment; ex “police cruiser”>
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the “Payee Information”) is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee’s verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

[Remainder of page intentionally left blank]

Dated: _____

CITY OF TARPON SPRINGS, FLORIDA

By: _____

Name: _____

Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized.

BANC OF AMERICA PUBLIC CAPITAL CORP

as Lessor under the Lease

By: _____

Name: _____

Title: _____

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Tarpon Springs, Florida ("Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Equipment Schedule No. ___ dated as of _____, 20__ (the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of June 13, 2025 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow Agreement dated as of _____, 20__ by and among Lessor, Lessee [____], as Escrow Agent, and all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

TO BE PROVIDED

EQUIPMENT SCHEDULE NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of June 13, 2025, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and the City of Tarpon Springs, Florida, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QTY	DESCRIPTION	MAKE/MODEL/VIN	BASE LOCATION
2	Vac-Con trucks	(to be provided with related Disbursement Request)	*

*Base location for this Equipment will be a facility of Lessee determined and assigned by Lessee after such Equipment is delivered to Lessee. Lessee shall provide the assigned base location for such Equipment to Lessor with the related Disbursement Request, or if unknown at the time of the Disbursement Request, within a reasonable time following the assignment of base location.

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is included in the agenda of an upcoming meeting of the Lessee's Board of Commissioners; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$1,129,000.00. It is expected that thirty-six (36) months from the date of this Equipment Schedule No. 1, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or thirty-six (36) months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the 36th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on June 3, 2030, subject to earlier termination pursuant to the Agreement.

9. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled in the name of Lessee as registered owner. Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of page intentionally left blank; signature page follows]

Dated: June 13, 2025

LESSOR:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

City of Tarpon Springs, Florida
324 E. Pine Street
Tarpon Springs, Florida 34689
Attention: Finance Director

By: _____
Name: _____
Title: _____

By: _____
John Koulianos, Mayor

(SEAL)

ATTEST:

Irene S. Jacobs, CMC
City Clerk and Collector

Approved as to Form and Correctness:

Andrew J. Salzman, City Attorney

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A

PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION (3.4760%)	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium, if applicable]
6/13/2025				\$1,129,000.00	N/A
12/1/2025	\$120,313.89	\$18,313.89	\$102,000.00	\$1,027,000.00	N/A
6/1/2026	\$120,849.26	\$17,849.26	\$103,000.00	\$924,000.00	N/A
12/1/2026	\$125,059.12	\$16,059.12	\$109,000.00	\$815,000.00	N/A
6/1/2027	\$124,164.70	\$14,164.70	\$110,000.00	\$705,000.00	N/A
12/1/2027	\$126,252.90	\$12,252.90	\$114,000.00	\$591,000.00	\$591,000.00
6/1/2028	\$123,271.58	\$10,271.58	\$113,000.00	\$478,000.00	\$478,000.00
12/1/2028	\$126,307.64	\$8,307.64	\$118,000.00	\$360,000.00	\$360,000.00
6/1/2029	\$123,256.80	\$6,256.80	\$117,000.00	\$243,000.00	\$243,000.00
12/1/2029	\$125,223.34	\$4,223.34	\$121,000.00	\$122,000.00	\$122,000.00
6/1/2030	\$124,120.36	\$2,120.36	\$122,000.00	\$0.00	\$0.00
	\$1,238,819.59	\$109,819.59	\$1,129,000.00		

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is 3.476% per annum. The Taxable Rate, if applicable, for this Equipment Schedule is 4.4365% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is December 1, 2027.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of Tarpon Springs, Florida

By: _____

Name: _____

Title: _____

By: _____

John Koulianos, Mayor

EXHIBIT B
FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

This ESCROW AGREEMENT (this “*Agreement*”), dated as of June 13, 2025, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “*Lessor*”), the City of Tarpon Springs, Florida, a municipality existing under the laws of the State of Florida (hereinafter referred to as “*Lessee*”), and Argent Institutional Trust Company, a Florida trust company (hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Equipment Schedule No. 1, dated June 13, 2025 to Master Equipment Lease/Purchase Agreement dated as of June 13, 2025, between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount of \$1,129,000.00 be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “City of Tarpon Springs, Florida Equipment Schedule No. 1 Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent’s Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent’s Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments (as defined herein) and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly

arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of Section 218.415, Florida Statutes, as amended.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "*Losses*") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by

each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct. Notwithstanding anything in this Agreement to the contrary, the Lessee is a governmental entity and is entitled to the benefits of Sovereign Immunity under Florida law and the limited waiver thereof as provided in Section 768.28, Florida Statutes, as amended, and State common law. Nothing contained in this Agreement shall be construed as a waiver of any immunity of limitation of liability the Lessee may be entitled to under the doctrine of Sovereign Immunity or Section 768.28, Florida Statutes, as amended.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law, indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an

express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices for Equipment or cost of issuance, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Reporting by the Escrow Agent. Escrow Agent is hereby authorized and instructed, and hereby agrees, to send Lessor at its address set forth in Section 7 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

6. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

7. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been

duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt. **It is understood and agreed that for no purpose shall notice to Agent Institutional Trust Company in its capacity hereunder constitute notice to Banc of America Public Capital Corp in its capacity hereunder.**

If to Lessor: Banc of America Public Capital Corp
 11333 McCormick Road
 Hunt Valley II
 M/C MD5-032-07-05
 Hunt Valley, MD 21031
 Attn: Contract Administration
 Fax: (443) 541-3057

If to Lessee: City of Tarpon Springs, Florida
 324 E. Pine Street
 Tarpon Springs, Florida 34689
 Attn: Finance Director
 Telephone: (727) 942-5612
 E-Mail: finance@ctsfl.us

If to Escrow Agent: Argent Institutional Trust Company

 Telephone: _____
 E-Mail: escrowrequests@argentfinancial.com

8. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such

income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereto consent and submit to the jurisdiction of the State of Florida and venue in any state or Federal court having jurisdiction over Lessee and, with respect to any state court, located in Pinellas County, Florida, and with respect to any Federal court, located in Pinellas or Hillsborough County, Florida, for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts.

10. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

11. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

12. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

13. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information

relating to this Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld. For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

CITY OF TARPON SPRINGS, FLORIDA,
as Lessee

By: _____
Name: _____
Title: _____

By: _____
John Koulianos, Mayor

(SEAL)

[_____]
as Escrow Agent

ATTEST:

By: _____
Name: _____
Title: _____

Irene S. Jacobs, CMC
City Clerk and Collector

Approved as to Form and Correctness:

Andrew J. Salzman, City Attorney

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. 1 dated June 13, 2025 to Master Equipment Lease/Purchase Agreement dated as of June 13, 2025, by and between Banc of America Public Capital Corp, as Lessor, and the City of Tarpon Springs, Florida, as Lessee (the “*Lease*”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of June 13, 2025 (the “*Escrow Agreement*”) by and among Banc of America Public Capital Corp (“*Lessor*”), the City of Tarpon Springs, Florida (“*Lessee*”) and Argent Institutional Trust Company, as escrow agent (the “*Escrow Agent*”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	< invoice amount>	<general description of equipment; ex “police cruiser”> <general description of cost of issuance; ex. “lessor’s counsel fee”>
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”> <general description of cost of issuance; ex. “lessor’s counsel fee”>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the “Payee Information”) is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee’s verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

[Remainder of page intentionally left blank]

Dated: _____

CITY OF TARPON SPRINGS, FLORIDA

By: _____

Name: _____

Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name: _____

Title: _____

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Tarpon Springs, Florida ("Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Equipment Schedule No. 1 dated as of June 13, 2025 (the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of June 13, 2025 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow Agreement dated as of June 13, 2025 by and among Lessor, Lessee Argent Institutional Trust Company, as Escrow Agent, and all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

TO BE PROVIDED

EXHIBIT C
FORM OF DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with the City of Tarpon Springs, Florida (the "City") for the execution and delivery of the Lease Agreement, as such term is defined in a resolution adopted by the Board of Commissioners of the City on June 10, 2025 (the "Resolution"). Prior to the execution and delivery of the Lease Agreement, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of the Lease Agreement (any such fees and expenses to be paid by the City):

None

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of the Lease Agreement to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lessor.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is \$0.

4. The management fee to be charged by the Lessor is \$0.

5. Truth-in-Bonding Statement:

The Lease Agreement is being executed and delivered to lease-purchase finance the acquisition of the Equipment, as such term is defined in the Resolution.

The City obligation under the Lease Agreement is payable from lawful funds of the City, subject to annual appropriation, in the manner and to the extent described in the Lease Agreement. Execution and delivery of the Lease Agreement is estimated to result in a maximum of \$249,564.44 of revenues of the City not being available to finance the other services of the City in each year for approximately 5 years.

6. The name and address of the Lessor is as follows:

LESSOR:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lessor this ____ day of _____, 2025.

BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name:

Title:



Memorandum

Date: June 10, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2025-40; Appeal of Heritage Preservation Board Decision** for demolition of a contributing structure located at 154 Read Street(Application 25-13)(**Quasi-Judicial**)(**Renea Vincent Planning & Zoning Director**) (20 Minutes)

Recommendation

1. Continue public hearing on Resolution 2025-40 (Appeal of HPB Decision for demolition of a contributing structure located at 154 Read Street)
2. Review the following additional information provided since continuation of the public hearing:
 - Structural Report prepared by Advanced Engineering Associates (provided by the applicant)
 - Technical Review Memorandum prepared by Stantec for the City of Tarpon Springs Planning Department

Resolution 2025-40 has been updated to include specific conditions of approval recommended by Stantec in their Technical Memorandum of June 4, 2025.

Background

See previous May 13, 2025, Staff Memorandum (attached reports).

Funding

N/A

Strategic Plan Objective

Goal C.1: Protect the city's unique cultural heritage and identity



MEMORANDUM

To: Mayor and Commissioners

From: Renea Vincent, Planning Director

Through: Charles Rudd, City Manager

Date: May 13, 2025, Regular Session

Subject: Heritage Preservation Board Certificate of Appropriateness Application 24.78 Appeal

BACKGROUND

The Heritage Preservation Board (HPB) approved Application 23.159 for the subject contributing structure at 154 Read Street at their regular meeting of March 4, 2024. The Certificate of Appropriateness (CA) was issued to replace windows, doors, roof, and other exterior renovations. To date, the City has not received building permit application submittals for this work.

At their regular meeting of January 13, 2025, the HPB reviewed a new request (Application 24.78) for a CA to demolish the contributing building located at 154 Read Street. The Board voted to deny the request, finding demolition by neglect and insufficient evidence to approve. The fact that the applicant took no remedial action following flooding from the 2024 hurricanes was of particular concern to the HPB.

Per Section 111.00 of the Land Development Code (LDC) the applicant may appeal the HPB decision to the Board of Commissioners (Board). The notice of appeal shall state the grounds and a summary of the relief which is sought. The Board may affirm, modify, or reverse the decision of the HPB.

Per Section 110.01 of the LDC, upon notification that a CA to permit a demolition has been denied, the applicant may apply for an Economic Hardship Exception on the basis that the denial will result in the loss of all beneficial or economic use of the property within 30 days of the date of notice. The process described in Section 110.01 is appropriate if the applicant is claiming economic hardship. The Board may remand the case back to the HPB to follow the Section 110.01 process if they find the applicant is claiming economic hardship. The applicant has not submitted evidence to determine if an Economic Hardship Exception is warranted.

OPTIONS

The following actions are available to the Board:

1. Deny the appeal request as originally presented to the HPB
2. Approve the appeal request
3. Direct the applicant to submit additional information needed to determine if an Economic Hardship Exception is warranted and remand the case back to the HPB for consideration.

Attachments:

1. Staff Report HPB Case 24.78
2. Slide Presentation
3. Florida Master Site File Form #8PI11852
4. HPB CA Application 24.78
5. Appeal Application and related materials

To: City of Tarpon Springs
Planning and Zoning Department

From: Emily Rinaldi-Williams, Senior
Architectural Historian
Emily Reed, Principal Architectural
Historian

Project/File: 154 Read Street, Tarpon Springs

Date: June 4, 2025

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

The purpose of this memorandum is to provide the City of Tarpon Springs (City) with recommendations regarding Certificate of Appropriateness (CA) Application 24.78 for 154 Read Street and its compliance with Article VII of the Land Development Code (LDC). 154 Read Street is a ca. 1926 Craftsman-style single-family residence that is listed as a contributing property to the locally designated Tarpon Springs Historic District. As such, the property is subject to the City of Tarpon Springs Historic Preservation Ordinance (Article VII of the LDC).

Background

CA Application 24.78 is for the demolition of 154 Read Street, located in the northwest corner of the Tarpon Springs Historic District near the intersection of Read Street, Canal Street, and Springs Boulevard. The property was previously designated as contributing to the Tarpon Springs Historic District as an example of residential architecture in Tarpon Springs dating from the Boom Times-era and as representative of the development of the City of Tarpon Springs.¹ The application's justification for demolition contends that the building is currently in poor condition and that the cost to rehabilitate is not economically feasible. Conditions noted in the 2024 CA Application included deterioration of the floor system, underlayment, wood flooring, drywall, exterior doors, and select windows. Mold was also found within the interior walls. The applicant submitted the following materials as part of CA Application 24.78:

- Completed CA application form
- Construction cost estimate prepared by Crane Brook Incorporated
- Lead-based paint screening letter report prepared by Greenfield Environmental, Inc.
- Scope of Work prepared by Crane Brook Incorporated related to elevating the existing building

¹ Janus Research, "154 Read Street, Tarpon Springs (Site No. 8PI1598)," Historical Structure Form Florida Master Site File, February 18, 2009.

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

- Property Boundary Survey
- Three photographs of the building's east elevation (two of which appear to be the same photograph)

The Heritage Preservation Board (HPB) reviewed CA Application 24.78 at their regular meeting on January 13, 2025 and voted to deny the request.

The applicant appealed the decision to the Board of Commissioners (Board). As part of the Appeal Application completed in February 2025, the applicant submitted the following materials:

- Completed appeal application form
- Exhibit A, a description of the property boundary
- Exhibit B, justification for appeal

The Board reviewed the Appeal Application for CA Application 24.78 during their regular meeting on May 13, 2025. Following a presentation by planning staff and the applicant, the Board voted to grant the applicant a continuance for the first meeting in June (June 10, 2025) and requested that the applicant provide supplemental information regarding the application.

Review and Recommendations

The City retained Stantec Consulting Services Inc. (Stantec) to review the previously submitted application materials and to determine if the applicant has provided the appropriate information required for a CA for the issuance of a demolition permit as outlined in Article VII, Section 110.00.

Per Section 111.00 of the LDC, the HPB shall consider the below criteria when determining whether to grant a CA for a demolition:

- (1) The historic, architectural or cultural significance of the building or structure;
- (2) The importance of the building or structure to the ambiance of a district or to the patterns of land uses reflecting cultural traditions of the community or local ethnic group;
- (3) The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material, detail, or unique location;
- (4) Whether the building or structure is one of the last remaining examples of its kind in the district or in the city;
- (5) The future utilization of the site and/or group occupancy of the structure;
- (6) Whether reasonable measures can be taken to save the building, structure or traditional cultural property; and

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

- (7) Whether the building, structure or traditional cultural property is capable of earning a reasonable economic return on its value and whether the perpetuation of the building or structure, considering its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

Initial Application

Although the City's Application for Certificate of Approval form does not require the applicant to supply information in support of each of the seven criteria above, the form does request that applicants seeking demolition "describe the property's physical condition, steps taken to save the property, and whether renovation would be economically feasible." In response to this field on the form, CA Application 24.78 included notes in the form of incomplete sentences on three lines and appended attachments with limited analysis. Following are recommendations to clarify and bolster the applicant's request for demolition, in order to provide data that would assist the HBP in considering items 5-7 of § 110.00 (B) (above).

Cost Estimates

The cost estimate submitted by the applicant as an attachment to the 2024 application lists costs that are not related to rehabilitating the property to a livable condition and to meet City building code. These are work items for irrigation and landscaping, elevating the building, and replacing features and materials that are still in fair condition and were not noted as damaged by previous flooding (which may include bath and kitchen fixtures, sewer line, plumbing, porch stairs, and select windows). Work items not related to the building's rehabilitation as well as the purchase price should be removed from the cost estimate. The \$337,605.00 item listed as "profit and overhead" should also be removed, and the contractor's fee should be clearly stated. Although elevating the building may be required to insure the property, the costs to elevate the building are not required for the property to be livable or meet City building code, and therefore, should be provided as a separate cost estimate. Additionally, the costs for the demolition of the entire building should be provided as a separate cost estimate. As submitted, the "total" cost of \$823,126 is not itemized in an understandable way (it includes the purchase price, for example).

Existing Conditions Report

The existing conditions report should be prepared by a qualified licensed engineer, architect, contractor, or building conservator, preferably one that has previous experience with historic building rehabilitation. The report should serve as the basis for the rehabilitation cost estimate described above. The report should describe the condition of each feature or material proposed for repair or replacement in the cost estimate. It should be illustrated with photographs of existing conditions and probes. It also should provide a detailed scope of work outlining treatment recommendations for items that can be repaired and items deteriorated beyond repair and therefore proposed for replacement.

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

HPB Decision

Guidance and definitions regarding what would be considered “reasonable” and “feasible” in evaluating items 6 and 7 of §110.00 (B) are not codified in this section. Stantec assumes the definition and interpretation of these terms may be left to the discretion of the HPB, alongside consideration of materials submitted by the applicant. The code states that denial of a CA shall be accompanied by a statement of the reason(s) for such denial. In Stantec’s opinion, the applicant is entitled to such a statement, and the HPB is also entitled to request supplemental information from the applicant (recommended information to request is described above).

The criteria for issuing a CA for a demolition permit listed in Section 111.00 of the LDC do not include consideration of whether the applicant has engaged in demolition by neglect, which is addressed through a separate procedure. Owners of contributing buildings in historic districts shall not be permitted to cause the building to deteriorate, become damaged, be vandalized or otherwise to fall into a state of disrepair by virtue of neglect and/or abandonment. Violations are referred to the Building Official for enforcement proceedings in accordance with the terms established for the Code Enforcement Board. While it may be appropriate to investigate whether the owner of the subject property allowed the building to fall into a state of disrepair due to neglect, if such a finding is made, the code does not appear to include such a consideration for demolition permit issuance.

Economic Hardship Exception

Upon final notification that a Certificate of Approval to permit a demolition has been denied, the applicant shall have 30 days to apply for an Economic Hardship Exception on the basis that the denial will result in the loss of all beneficial or economic use of the property. Per Section 110.01(C) of the LDC, there are 10 items that the City may request as supporting information. Stantec recommends that the below five items (numbered as they are in the code) would be relevant to CA Application 24.78:

- (1) Estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would potentially be incurred if the owner were to comply with the recommendations of the Board for the changes necessary to obtain a Certificate of Approval;
- (2) A report from a licensed engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability for rehabilitation;
- (3) Estimated market value of the property in its current condition; after demolition or removal; after any requirements to obtain a Certificate of Approval; and after renovation of the existing property for continued use or re-use;
- (6) If the property is income-producing, the capitalization rate based on the net operating income (NOI), derived from the effective gross income less expenses; and

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

- (7) All certified appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing, or ownership of the property.²

To support the applicant's Economic Hardship Exception application, Stantec recommends that the applicant provide supplemental materials for the Board's review:

- Completed Economic Hardship Exception Form³
- Cost estimates separated into distinct scopes of work:
 - Demolition
 - Rehabilitation (excluding all work items not related to rehabilitation)
 - Elevation of building
- Existing conditions report from a licensed engineer, architect, contractor, or buildings conservator
- Estimate of market value of property in its current condition, after demolition, and if it were rehabilitated
- Capitalization rate based on the NOI (if income producing)
- Certified appraisals obtained within the previous two years

Additional Considerations

The City of Tarpon Springs *Historic District Design Review Guidelines Manual* provides additional guidance regarding the demolition of contributing properties to the Tarpon Springs Historic District. Chapter 4.13, Guideline 41 stipulates that prior to the issuance of a demolition permit, a property owner should:

- Establish a permanent record of the property prior to demolition; and
- Identify salvageable building materials and potential buyers or recipients of salvaged material before demolition.⁴

After issuance of a demolition permit, the *Historic District Design Review Guidelines Manual* stipulates that the owner should:

² City of Tarpon Springs Land Development Code, Article VII, Section 110.01(C).

³ Available online at the City of Tarpon Springs website at <https://www.ctsfl.us/DocumentCenter/View/691/HPB-Economic-Hardship-Exception-Form-PDF#:~:text=Upon%20final%20notification%20that%20a,economic%20use%20of%20the%20property.>

⁴ City of Tarpon Springs, *Historic District Design Review Guidelines Manual*, February 2021, 115–116, <https://www.ctsfl.us/DocumentCenter/View/639/Historic-District-Design-Review-Guidelines-Manual-PDF?bidId=>.

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

- Protect historic site features, including mature trees and potential archaeological resources;
- Ensure the safety of the adjacent properties and historic resources; and
- Site must be cleared of debris, reseeded, and properly maintained until it is reused. If the site is to remain vacant for over one year, it must be improved to reflect an appearance consistent with other open space areas in the district.⁵

Permanent Property Record

Prior to the issuance of a demolition permit, Stantec recommends that the property owner prepare written and photographic documentation similar to Historic American Buildings Survey (HABS) Level III documentation as outlined in the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*.⁶ The HABS-like report should:

- Be prepared by a historic preservation professional meeting the Secretary of the Interior's Professional Qualifications Standards (PQS) for architectural history and demonstrated experience in creating HABS Level III documentation
- Include a minimum of six digital photographs documenting the setting of 154 Read Street within the historic district and exterior views of each elevation
- Include written historical descriptive data in the short form HABS report format
- Include an index and key to photographs
- Include copies of historic-period photographs, if available
- Be distributed to repositories for use by future researchers and educators. Before submitting any documents, each repository must first be contacted to ensure their willingness and ability to accept the items:
 - City of Tarpon Springs Planning and Zoning Department: One unbound archival copy and one digital version
 - a. Local repository (i.e. public library, historical society, etc.): One unbound archival copy

Salvage and Reuse Plan

If the building retains historic features in a salvageable condition, Stantec recommends that prior to demolition a salvage and reuse plan is prepared by a qualified architectural historian or historic architect

⁵ Ibid.

⁶ National Park Service, *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*, July 21, 2003, <https://www.nps.gov/subjects/heritagedocumentation/soi-standards-guidelines.htm>.

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

who meets the Secretary of the Interior's PQS for architectural history and/or historic architecture. The salvage and reuse plan should identify historic features and materials that may be salvageable, such as windows, doors, decorative elements, framing members, light fixtures, and plumbing fixtures. Each element should be documented with photographic images. Any items identified for salvage should be removed in the gentlest, least destructive manner possible. The plan should identify the recipient for the items.

Historic Preservation Incentives

As an alternative to demolition, the applicant should consider whether applying for historic preservation economic incentive programs may offset some of the cost of the rehabilitation of 154 Read Street. The County of Pinellas participates in Florida's property tax exemption program for historic properties (Section 196.1997, Florida Statutes), which offers a property tax exemption for up to 100% of the increase in assessed improvements resulting from a historic property's rehabilitation. Because the property is also listed as a contributing building to a National Register of Historic Places historic district, it may also be eligible for the Historic Rehabilitation Tax Credit (HRTC) if the building is a depreciable property held in use for commerce or as an investment property. Jointly administered by the Internal Revenue Service (IRS) and the National Park Service (NPS), the HRTC is a dollar-for-dollar reduction of income tax liability equal to 20% of the qualified rehabilitation expenditures. Additionally, the applicant may consider advertising the building for removal intact to another site within the City if it is feasible to relocate.

If a demolition permit is issued, any proposed new construction on the property should comply with City standards and guidelines as outlined in Article VII of the LDC and *The City of Tarpon Springs Design Review Guidelines Manual*.

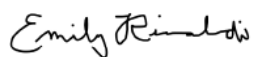
Conclusions

It is Stantec's opinion that the applicant is entitled to a statement of the reasons for the HPB's denial of the CA for a demolition, if such a statement has not already been provided. Stantec believes that the HPB is also justified in seeking additional information to support consideration of items 6 and 7 of §110.00 (B). The May 2025 report by Advanced Engineering Associates, Inc. only partially fulfills the supplemental documentation and clarifications itemized above in this memorandum.

If the applicant wishes to appeal the denial of the demolition, the applicant must follow the City's procedure to request an Economic Hardship Exemption outlined in §110.01.

Regards,

Stantec Consulting Services Inc.



Emily Rinaldi-Williams
Senior Architectural Historian

Reference: Heritage Preservation Board Certificate of Appropriateness Application 24.78

Phone: (213) 269-4132
emily.rinaldi-williams@stantec.com

**Report on
the flood damage to the structure
at 154 Read Street in Tarpon Springs, FL**

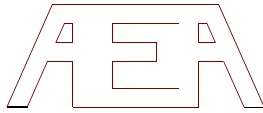
Attn: Michael Steffen

By

**Advanced Engineering Associates, Inc.
P.O. Box 1618
St. Petersburg, FL 33731**

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ADVANCED ENGINEERING ASSOCIATES, INC.

Date: May 18, 2025

City of Tarpon Springs, Florida 34689
324 East Pine Street
Tarpon Springs, FL

Attn: Building Department

Dear Folks,

I have been retained by Attorney Michael Steffen representing the owner of the property at 154 Read Street in Tarpon Springs, FL 34689 concerning the flooding damage to the above property caused by the storm "Helene" of September 2024. My assignment was to inspect, measure, and perform tests relative to the flood damage that occurred to the listed property. I was also asked to determine the feasibility to repair the structure. In this report I relay my findings and opine on relative current 2023 Florida Building Code applicable standards.

If we may be of further service, please contact AEA, Inc.

Sincerely,

A handwritten signature in black ink that reads "Harold E. Franck".

Harold Franck, P.E.



❖ P.O. Box 1618 ❖ St. Petersburg, FL 33731 ❖
❖ Office 727-565-0538 ❖ Cell 727-599-1253 ❖
❖ www.aeawv.com ❖

Executive Summary

Advanced Engineering Associates was contacted by Attorney Michel Steffen on May 14, 2025 to perform an inspection and determine the extent of the damage to a residential structure located at 154 Read Street in Tarpon Springs, Florida 34689 caused by the storm “Helene” of September 2024. The inspection took place on May 17, 2025 by Harold Franck, P.E. Florida License 60331. This report addresses the results of the inspection and testing of the structural components and the extent of the water damage caused by the storm.

The inspection included diagramming the structure, photographing various components of the house and performing moisture readings of the floor systems and walls along with inspections of the electrical systems of the house. Additionally some research was instituted as to the price of the house at the time it was purchased by the present owner. Our investigation revealed that the house was purchase for \$400,000 in 2023. This price is relevant because a rough estimate can be made as to the cost to repair the structure.

Our assessment of necessary repairs that will bring the structure to its pre-flood state far exceed 25% of the purchase price of the structure. It is acknowledge that no repairs have taken place to date and that the owner wishes to demolish the structure. This report through its findings, affirms that the structural integrity of the house has been severely compromised and is beyond reasonable repair.

Review of Findings

In the course of this forensic engineering damage analysis the following materials were reviewed or activities undertaken.

1. The structure was inspected, measured and photographed on May 17, 2025
2. Moisture readings were taken at a variety of places within the structure.
3. The electrical system was inspected.
4. The underside of the structure revealed foundation damage.
5. The 2023 Florida Building Code was reviewed.
6. Based on the total of the evidence we offer this report and conclusions relative to the integrity of the structure and whether it can be reasonably repaired.

2023 Florida Building Code:

In general repairs to an existing structure in Florida do have to meet the current code. The extent to which the current code applies depends on the nature and scope of the repair as well as the type of building. This building is in the Greek Town Historic District.

Some pertinent sections of the 2023 FBC are pertinent.

If more than 25% of a building component needs to be repaired, the entire component may need to be replaced to meet current code requirements.

Section 1201.2:

The provisions of the code acknowledge the need to preserve the character of historic buildings and shall apply to the repair, alteration, restoration, change of occupancy, addition and relocation of historic buildings.

THE CODE DOES NOT SPECIFY THAT REMOVAL IS PROHIBITED

Section 1205.I Compliance.

Historic structures or portions of such structures that do not strictly comply with this code shall be considered to be in compliance if it can be shown to the satisfaction of the building code official that equivalent protection has been provided or that no hazard will be created or continued through non compliance.

Summary of AEA's Inspection results

During AEA's inspection, the structure was measured and diagramed. Please refer to the Diagram included in this report. Photographs and moisture measurements were taken at various places. The photographs included in this report detail those findings.

Photographs 1 through 4 show the exterior of the structure. Photographs 5 through 8 show the extent of the water level produced by the storm surge. Essentially the water level rose 40 inches above ground level. Photographs 9 through 30 show various rooms inside the house and moisture measurements taken. All these moisture readings are far above normal levels at the floor and at the walls to an interior height of 22 inches. Note that in almost all cases the moisture meter was pegged. All electrical outlets below 22 inches above floor level were affected. Various electrical breakers were tripped. Please refer to photograph 29. Photograph 30 shows one such representative electrical outlet. Note the significant corrosion at the terminal bolts.

At this point in the discussion of the damage to the electrical system it is pertinent to note that many people believe that simply replacing the affected water soaked outlet is sufficient to correct the problem. This assumption is incorrect. Storm sea water is salty and

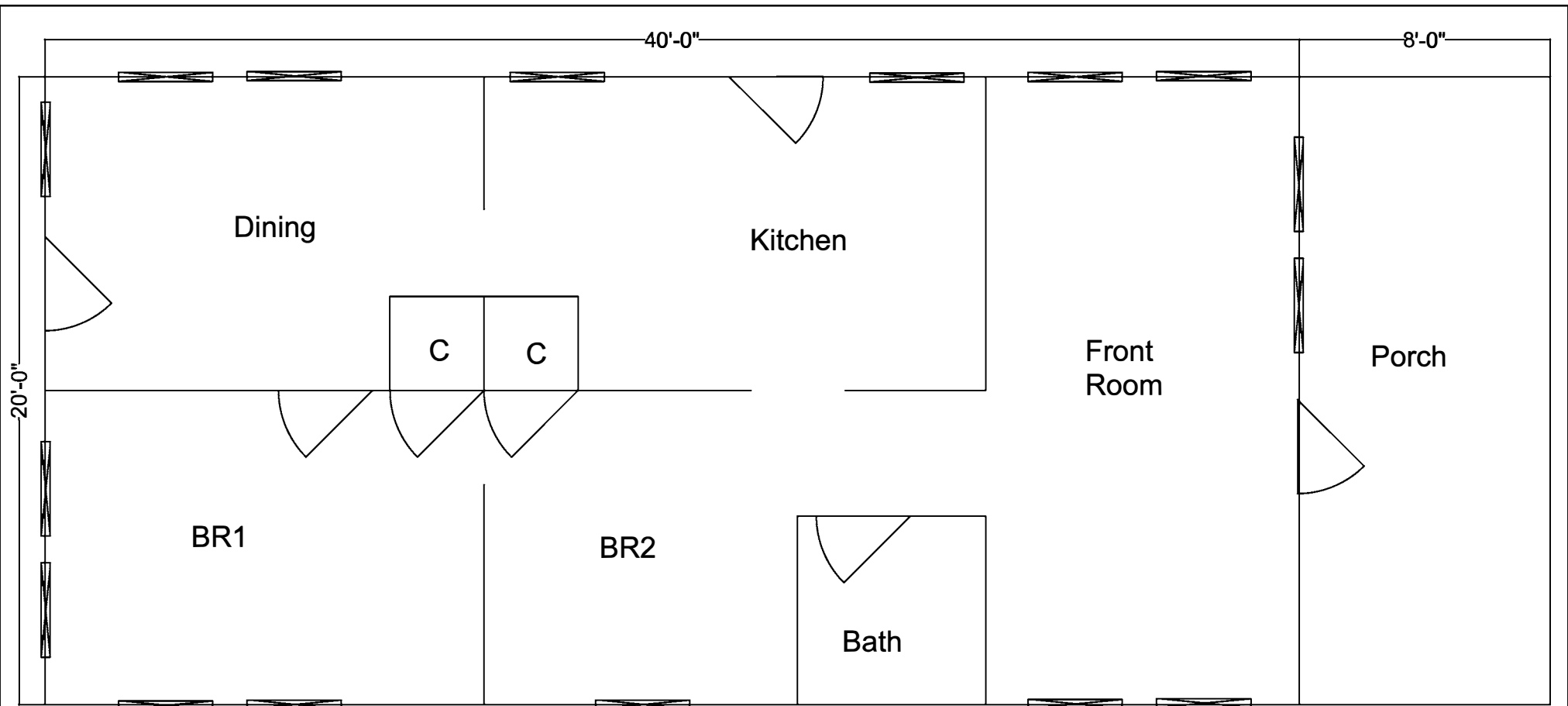
partially conductive and creates a significant short circuit between the terminals that heats the conductors to their source which is the circuit breaker at the panel box. In the process of wiring the circuits, many bends and turns are taken which to a certain degree weaken the current carrying capability of the electrical conductors. This effect may degrade the insulation. As such, if the wiring circuit is not replaced entirely, a partial fault may occur and lead to a fire. Consequently, from a forensic engineering perspective, the entire circuit needs to be replaced. In this case, the whole house would need to be electrically rewired.

Without a doubt, the entire floor structure needs to be replaced and walls must be replaced to a level above 22 inches inside the home. In order to produce this repair, the entire house needs to be raised and proper footings need to be constructed. Please refer to photographs 31 through 33. The floor system in the house is structurally joisted with 8 inch floor rafters spanning 20 feet across the width of the house. They are supported by brick piers. The brick piers are at the perimeter of the house. There are no center piers. The vertical space between the ground and the bottom of the 8 inch joist is nominally 10 inches. Consequently the 8 inch joists plus the 10 inch ground clearance and the 22 inch storm water intrusion into the home equals the 40 inch water level on the exterior of the home. These measurements verify the water levels in this report.

Conclusions

This home is not salvageable. It is beyond repair. In order to affect repairs, the home needs to be raised to a level where a proper foundation can be designed and constructed. The 20 foot span of the 8 inch floor joist is beyond their weight carrying capability. No repair work can be performed in a 10 inch clearance between the ground and the bottom of the floor joist. The entire floor system and partial walls need to be replaced. Additionally, mold has to be remediated and the entire electrical system needs to be replaced. The cost of these repairs well exceed the 25% threshold as specified bu the 2023 Florida Building Code.

This report and analysis are consistent with general building practices, forensic engineering failure analysis and ASTM Standards and failure analysis protocols.



House sits on BRICK perimeter piers which have sunk. No proper foundation.

Moisture measurements taken on floors, walls. All measurements failed below and above water line. Water measurements at 40 inches above ground level and 22 inches at interior floor level. All moisture readings failed. Multiple breakers tripped.



Advanced Engineering Associates	Scale: 1"=5'
154 Read St. Tarpon Springs, FL	Dwg. 1

List of Photographs

- | | |
|-------------------------------------|--------------------------------------|
| 1. Front of house | 19. Moisture at floor |
| 2. Right side | 20. Moisture at floor |
| 3. Rear | 21. Moisture at floor |
| 4. Left side | 22. Moisture at floor |
| 5. HVAC | 23. Moisture at wall |
| 6. Water line | 24. Moisture at floor |
| 7. Waterline measurement | 25. Moisture at wall |
| 8. Waterline 40 inches above ground | 26. Moisture at kitchen sink cabinet |
| 9. Front room | 27. Moisture at wall |
| 10. Front room | 28. Improper voltage |
| 11. Bedroom 1 | 29. Tripped breaker |
| 12. Bedroom 2 | 30. Electrical outlet |
| 13. Kitchen | 31. Crawl space |
| 14. Bedroom 3 | 32. Crawl space |
| 15. Waterline inside | 33. Displaced brick pier |
| 16. Water at outlet | |
| 17. Moisture at floor | |
| 18. Moisture at wall | |



01 Front of house



02 Right side



03 Rear



04 Left side



05 HVAC



06 Water line



07 Waterline measurement



08 Water line 40 inches above gro



09 Front room



10 Front room



11 Bedroom 1



12 Bedroom 2



13 Kitchen



14 Bedroom 3



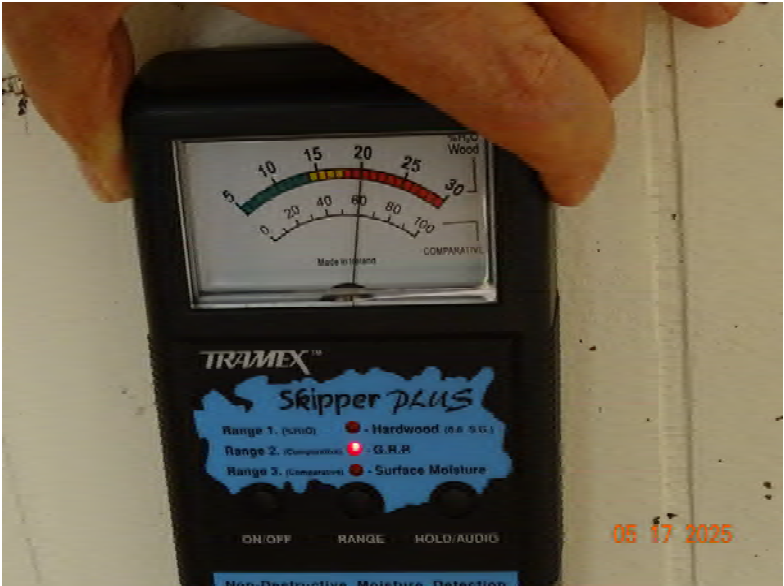
15 Water line inside



16 Water at outlet



17 Moisture at floor



18 Moisture at wall



19 Moisture at floor



20 Moisture at floor



21 moisture at floor



22 Moisture at floor



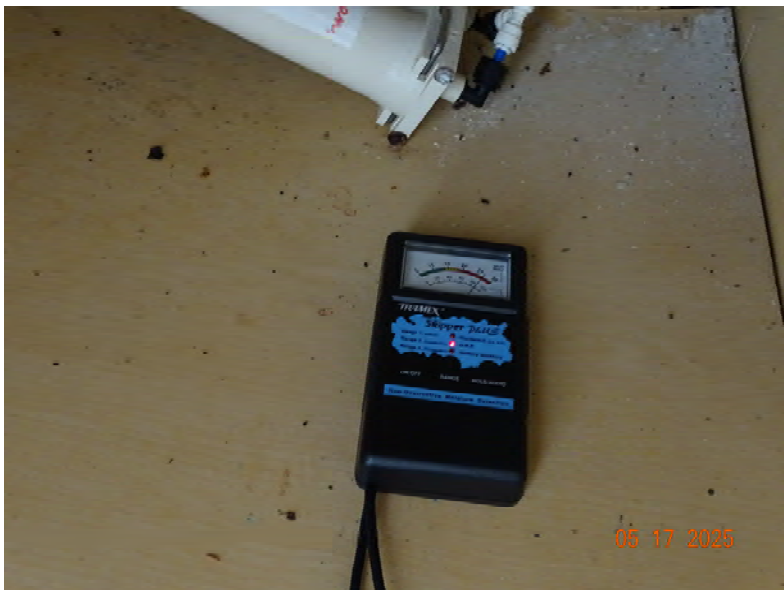
23 Moisture at wall



24 moisture at floor



25 moisture at wall



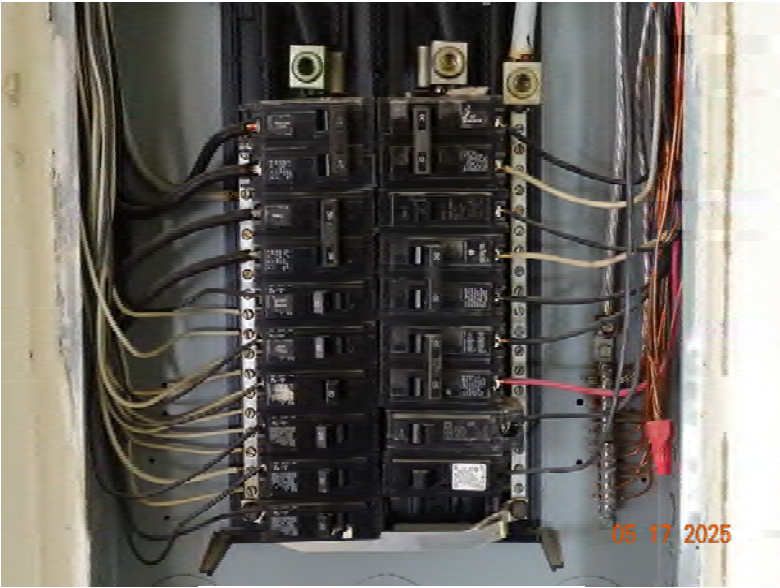
26 Moisture at kitchen sink cabinet



27 Moisture at wall



28 Improper voltage



29 Tripped breakers



30 Electrical outlet



31 Crawl space



32 Crawl space



33 Displaced brick pier

RÉSUMÉ

NAME: Harold E. Franck
OCCUPATION: President, Advanced Engineering Associates, Inc.
P.O. Box 1618
Saint Petersburg, Florida 33731

DEGREES & LICENSING:

B.S.E.E. West Virginia Institute of Technology, 1970
M.S.E.E. West Virginia University, 1973
Registered Professional Engineer:
**West Virginia #6730, Ohio #E-60847, Virginia #036807,
Florida #60331**

PROFESSIONAL ACTIVITY:

Member ETA KAPPA NU, IEEE, NFPA, SAE, ASTM, IAAI, ASM
Member, Board of Directors (90-96) Executive Secretary (93-96) of WVIAAI
Served on WV Fire Marshal's Advisory Committee for the National Electrical Code (NFPA 70)
Member, Training & Education Committee IAAI (95-00)
Member, Engineering Committee IAAI (96-97)
Fellow, American Academy of Forensic Sciences (AAFS), Secretary (2007-2008, Chair (2008-2009)
Chairman, ASTM E30.05 Committee on Forensic Engineering (2003 - 2005)
Vice Chairman ASTM E30 Committee on Forensic Sciences (2003 - 2006)
Member, Panel SD-7 (Marine Forensics) of SNAME
Member, ASTM E54 Committee on Homeland Security Applications
Chairman of Engineering Section of AAFS 2008
Florida Education Provider.

PRINCIPAL PUBLICATIONS:

- 1) "Analysis of Antennas on Aircraft" MSEE Thesis, WVU, 1973
- 2) "Aircraft Antenna System Analysis" IEEE Southeastcon, 1975
- 3) "Aircraft MLS Radiation Patterns" Proceedings IEEE, 1976
- 4) "Microwave Landing System" DoT-OS-40013, 1975
- 5) "State Variable Analysis" & "Matrices" Schaumms, 1983
- 6) "Mobile Home Fires "Live Burn Exercise"" Fire & Arson Investigator March 1996
- 7) "3D Computer Animations and Photogrammetry in Accident Reconstruction " Proceedings American Academy of Forensic Sciences February 2000
- 8) "Friction and the Speed of a Vehicle" Proceedings American Academy of Forensic Sciences February 2000
- 9) Contributing Author, Fire Findings, "Panelboard Examinations, Parts I and II" Vol. 8, No. 1 and No. 2. Winter and Spring, 2000.
- 10) "3D Computer Animations and Photogrammetry in Accident Reconstruction Part II" Proceedings American Academy of Forensic Sciences February 2001
- 11) "Crane Failure - Bad Welds or Operator Error" Proceedings American Academy of Forensic Sciences February 2001
- 12) "Live Fire Test Results" Proceedings American Academy of Forensic Sciences February 2001
- 13) "Motion of a Vehicle in a Plane - Mathematical Validation of the Critical Speed Equation." Proceedings American Academy of Forensic Sciences, February 2001.
- 14) "Dust Explosion Produced by Lightning Storm." Proceedings American Academy of Forensic Sciences, February 2002.
- 15) "Coal Bin Failure." Proceedings American Academy of Forensic Sciences, February 2002.

- 16) "Crash Testing to Validate Accident Reconstruction." Proceedings American Academy of Forensic Sciences, February 2003
- 17) "Load Shift vs. Jackknife - the Use of Photogrammetry in Accident Reconstruction." Proceedings American Academy of Forensic Sciences, February 2003.
- 18) "Swimming Pool Electrocutions Revisited." Proceedings American Academy of Forensic Sciences, February 2004.
- 19) "Temperature Tests on Halogen Lamps." Proceedings American Academy of Forensic Sciences, February 2005.
- 20) "New Standards in Forensic Engineering and Science." Proceedings American Academy of Forensic Sciences, February 2005.
- 21) "Vehicle Live Burns" Proceedings American Academy of Forensic Sciences, February 2007
- 22) "Fire Dynamics Simulation for Courtroom Presentation" Proceedings American Academy of Forensic Sciences, February 2008.
- 23) Mathematical Methods for Accident Reconstruction. 2009. Co-author: Darren Franck. Boca Raton, Florida. CRC Press Taylor & Francis Group. ISBN 978-1-4200-8897-7.
- 24) "Scientific Perspective on Frye and Daubert with Respect to the NAS Report." Proceedings American Academy of Forensic Sciences, February 2010.
- 25) "Absorption Refrigerator Fires" Proceedings of the American Academy of Forensic Sciences, February 2011.
- 26) Forensic Engineering Fundamentals. 2012. Co-author: Darren Franck. Boca Raton, Florida. CRC Press Taylor & Francis Group. ISBN 978-1-4398-7839-2
- 27) "Biomechanics of Spinal Injury" Proceedings American Academy of Forensic Sciences, February 2015.
- 28) "Left of Center Accident Reconstruction: A Case Study" Proceedings of American Academy of Forensic Sciences, February 2015.
- 29) "Did Radiant Heat from Electric Coils Cause a House Fire" Proceedings American Academy of Forensic Sciences, February 2015.
- 30) Forensic Biomechanics and Human Injury. Criminal and Civil Applications - an Engineering Approach. 2016. Co-author: Darren Franck. Boca Raton, Florida. CRC Press Taylor & Francis Group. ISBN 13: 978-1-4822-5883-7
- 31) "Provo Mormon Church Fire - Fire Dynamic Simulation" Proceedings of American Academy of Forensic Sciences, February 2016.
- 32) "Biomechanics of Injury" 1 hour presentation at IASIU, Jacksonville, Florida Chapter, October 22, 2015.
- 33) "Biomechanics of Injury" 1 hour presentation at IASIU, Orlando, Florida Chapter, March 2, 2017.
- 34) "Biomechanics of Injury" 2 hour presentation at FIFEC, Orlando, Florida, June 8, 2017.
- 35) "Biomechanics of Injury" 2 hour presentation at IASIU, New Orleans, LA, September 12, 2017.
- 36) "Tow Hitch Failure" Proceedings of the American Academy of Forensic Sciences, February 2018, Seattle, Washington.
- 37) "Ethics in Forensic Engineering: Examples of Malpractice" Proceedings of the American Academy of Forensic Sciences. February 2019.
- 38) "A Defect Investigation of a Gun Rack" Proceedings of the American Academy of Forensic Sciences. February 2020.
- 39) Ethical Standards in Forensic Science. 2020. Co-author: Darren Franck. Boca Raton, Florida. CRC Press Taylor & Francis Group. ISBN 13:978-1-138-49615-6.
- 40) "Biomechanics of Strangulation. Should limits be placed on Restraint Tactics" Proceedings of the American Academy of Forensic Sciences. February 2022 Seattle.
- 41) "Effectiveness of Roadside Barriers in Reducing Accident Severity" Proceedings of the American Academy of Forensic Sciences." February 2023 Orlando.
- 42) "Slip and Fall Tests" Proceedings of the American Academy of Forensic Sciences. February 2024 Denver.
- 43) "Roof system Failure" Proceedings of the American Academy of Forensic Sciences. February 2025

- Baltimore.
- 44) “Empirical Testing of a trip and Fall Incident” American Academy of Forensic Sciences. February 2015 Baltimore.

ACADEMIC WORK:

1981-1990	Associate Professor of Electrical Engineering at WVIT
1979-1981	Assistant Professor of Electrical Engineering at WVIT
1977-1979	Assistant to the Dean of C&T WVIT & Assistant Professor of EET
1976-1977	Chairman of Mechanical Technology WVIT
1975-1977	Chairman of Electrical Technology WVIT
1970-1975	Instructor of Electrical Technology WVIT

SHORT COURSES AND SEMINARS:

Presented topic IAAI, "Electrical Causation", Fall 1990.
Attended IAAI Fall and Winter Seminars in West Virginia . 1989-1999.
Attended Hughes Institute in Atlanta Ga., Accident Reconstruction, Spring 1991.
Attended I-Car 3 day course, Fall 1991.
Presented Accident Reconstruction Seminar, Charleston, WV, Fall 1991.
Presented topics to Claims Associations in Parkersburg, Charleston, and Beckley, West Virginia.
Attended NFPA Regional Meeting June 15, 1992
Attended IAAI Seminar "Interfacing Expert Forensic Technicians in Fire Investigations" Wilmington, Delaware Fall 1992
Attended Accident Reconstruction Seminar October 1993 Ocean City, Maryland
Attended NFPA 921 and 1033 Seminar February 1994 Charleston, West Virginia
Presented topic "Electrical Appliance Fires" Fall 1994 WVIAAI Seminar
Conducted Temperature Testing of Mobile Home Fires, November 1994, IAAI
Attended American Academy of Forensic Sciences Annual Meeting 1996, 1998 - 2005, 2007-2020.
Presented topics “Documenting Fire Evidence” and “Explosions” IAAI Regional Seminar in Casper, Wyoming. September 17 - 19, 1999.
Conducted Live Burn Tests on 13 homes. August 1999. Beckley, West Virginia.
Presented topic “Accident Reconstruction and Fire Analysis” Progressive Insurance, Tampa Florida April 9, 2004
Presented topic “Ethics in Forensic Engineering” Marshall University Forensic Sciences Graduate Program September 14, 2004
Presented Forensic Engineering Modules at 7th Forensic Science Educational Conference (FSEC) for AAFS/WVU July 2005, Morgantown, WV
Conducted Live Burn Vehicle Fire Tests. Tampa, Florida April 24, 2006.
Attended SAE Seminar “Injury, Anatomy, Biomechanics & Federal Regulation” Troy, MI, March 26, 2008
Conducted Live Biomechanical Whiplash Tests, Charleston WV, December, 2014
Conducted Dummy slip and Fall Test, Charleston, WV, December, 2023

CONSULTING:

Expert consultant in the areas of Electricity, Controls and Safety, and Code compliance.
Martinka Mine of AEP, design of an electrical control system for a refuse chute and bin.
Holiday Inn, Oak Hill, WV analysis of electrical load and fault tolerant studies.
Kaiser Aluminum, Ravenswood, WV Mill control analysis and design.
Army Corps of Engineers, developed and implemented instructional course in Controls.

AREAS OF EXPERTISE:

Accident Reconstruction, Fire Determination, Electrical Engineering, Biomechanics, NFPA and ASTM

Codes. Failure Analysis.

NFPA CODES EXPERIENCE:

Extensive experience with National Fire Protection Association (NFPA) Codes and Standards. Testified in various jurisdictions at both the state level and the federal level with respect to a variety of NFPA Standards. Extensive use of NFPA Standards and Building Standards in my work in Forensic Engineering.

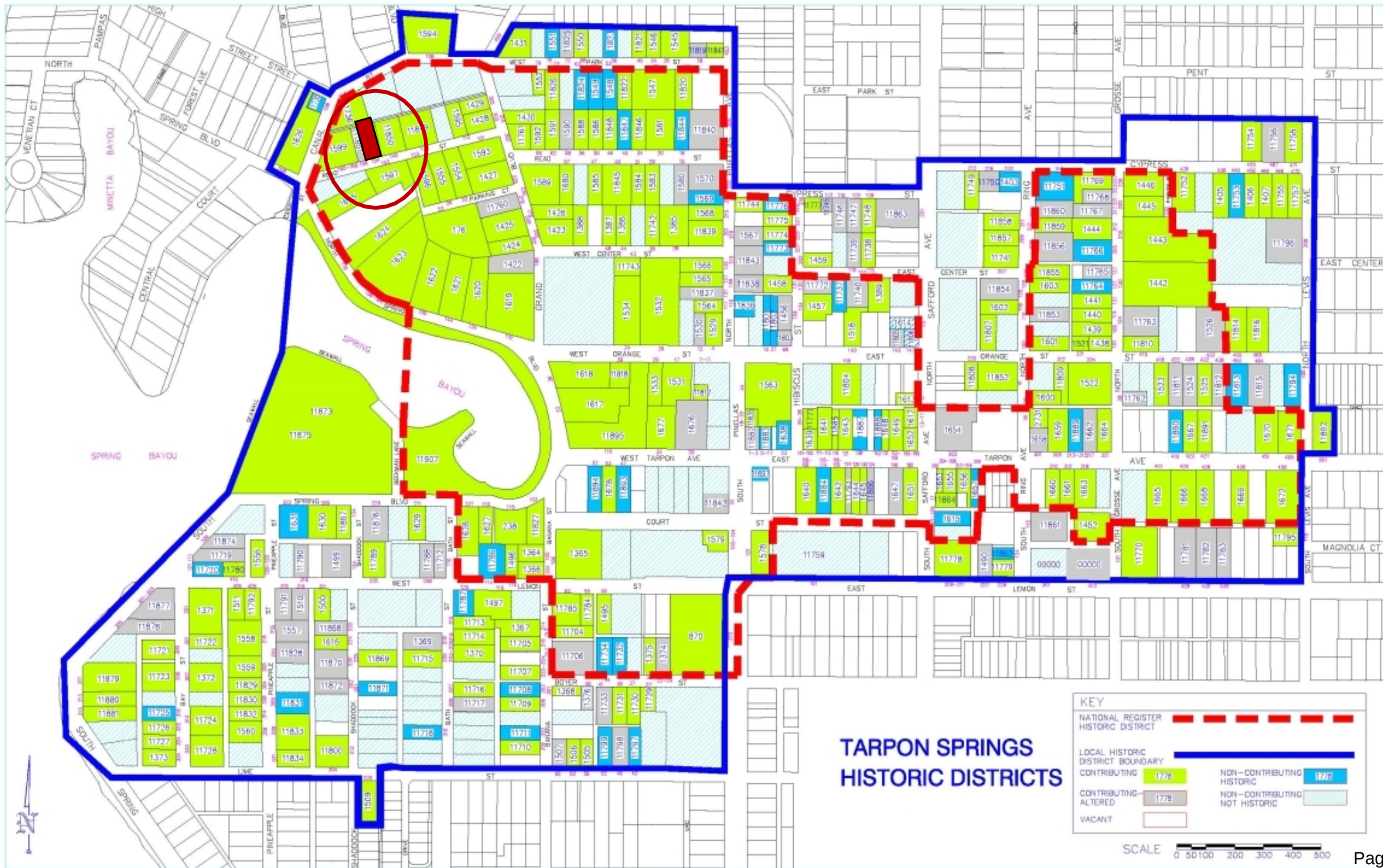
FEES:

Depositions and Trials - \$ 300.00 per hour. Investigations - \$ 250.00 per hour plus Expenses.

MARTERIE CERTIFICATE OF APPROPRIATENESS APPLICATION #24.78 APPEAL

Board of Commissioners, May 13, 2025





FAÇADE JANUARY 2024



JANUARY 2025



WATERLINE





REQUEST

- Certificate of Approval to demolish the contributing structure
- Lot Size: 7,096 square feet
- Architectural Type/Style: Frame Vernacular
- District Status: Contributing
- Florida Master Site File: 8PI1670
- Property Owner / Applicant: Marterie Family Trust, Owner/ Robin Hancock, Applicant

LEGAL DESCRIPTION

THE WEST 1/2 OF LOT 8 AND THE EAST 29.5 FEET OF LOT 9 AND THE VACATED ALLEY ADJACENT THERETO, J.K. CHEYNEY'S SUBMISSION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE AE (BASE FLOOD ELEVATION OF 9 FEET), IN ACCORDANCE WITH THE FIRM MAP OF THE CITY OF TARPON SPRINGS, PINELLAS COUNTY, COMMUNITY NUMBER 120259 (MAP NUMBER 12103C-0019-H), MAP DATED AUGUST 24, 2021.

PREPARED FOR

154 READ STREET PROPERTIES, LLC

SURVEY ABBREVIATIONS

[illegible]

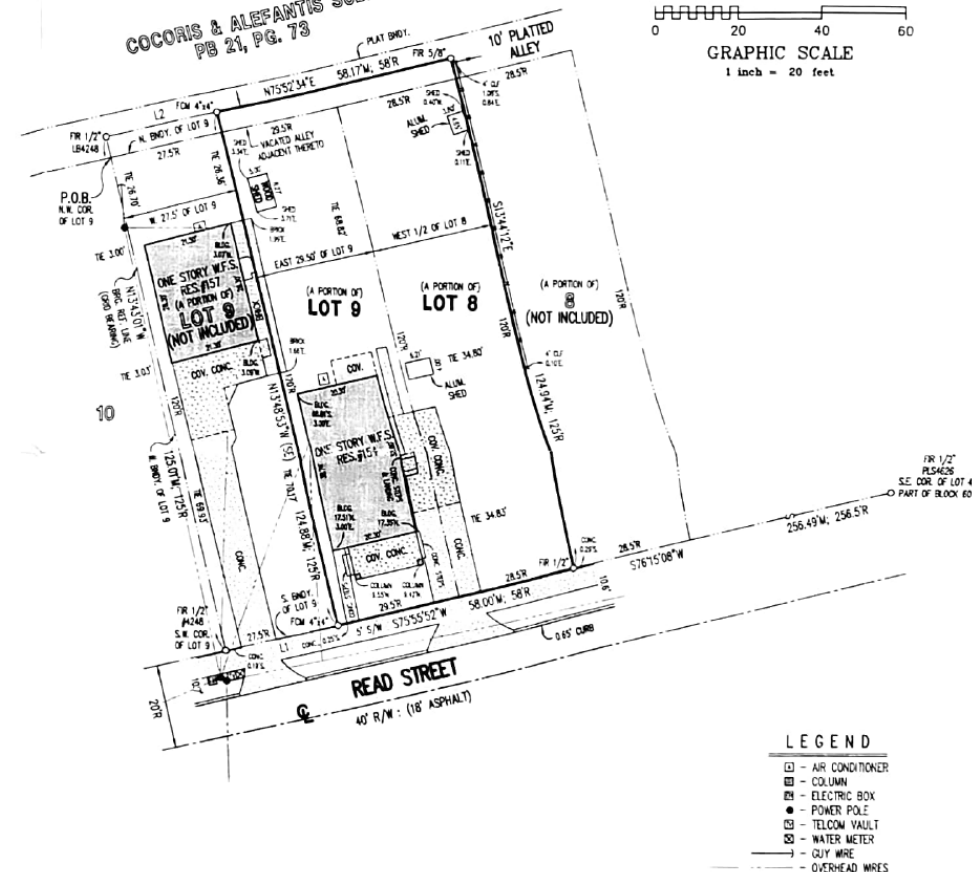
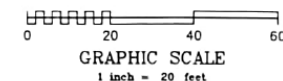
*** ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

*** OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

GENERAL NOTES

- 1) THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES (THE "CERTIFIED PARTIES") SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED WRITTEN CONSENT OF GEORGE A. SHAW & ASSOCIATES, INC. (THE "SURVEYOR") AND THE CERTIFYING PROFESSIONAL SURVEYOR AND HAWPER (THE "SHOWING SURVEYOR"), HEREINAFTER COLLECTIVELY REFERRED TO AS THE "SURVEYOR". NOTHING HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THE CERTIFIED PARTIES SHOWN ON THIS SURVEY.
- 2) UNAUTHORIZED COPIES AND/OR REPRODUCTIONS VIA ANY MEANS OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE SURVEYOR'S EXPRESSED WRITTEN CONSENT.
- 3) THE WORD "CERTIFY" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF THE SURVEYOR'S OPINION REGARDING THE FACTS OF THE SURVEY BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THIS CONSTITUTES neither a GUARANTEE NOR a WARRANTY, EITHER EXPRESSED OR IMPLIED.
- 4) THIS SURVEY SHALL BE VALID FOR ONE (1) YEAR FROM THE DATE OF FIELD SURVEY SHOWN HEREON.
- 5) THIS PROPERTY WAS SURVEYED BASED ON THE PROPERTY'S LEGAL DESCRIPTION, AS SHOWN HEREON, WHICH UNLESS OTHERWISE STATED, WAS PROVIDED TO THE SURVEYOR BY THE CLIENT, OR CLIENT'S DESIGNATED AGENT.
- 6) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT AND IS SUBJECT TO ANY DESIGNATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND/OR OTHER MATTERS OF RECORD. NO INSTRUMENTS OF RECORD, INCLUDING EASEMENTS, RIGHTS-OF-WAY, AND/OR OTHER MATTERS WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.
- 7) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EVIDENCE OF RECORDS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OMBENEFIT TITLE EVIDENCE OR ANY OTHER MATTERS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY THAT ARE NOT SHOWN HEREON AND MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 8) BASES OF BEARINGS: MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE SYSTEM NORTH, NAD 83, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.
- 9) THERE ARE NO VISIBLE ENCUMBRANCES, EXCEPT AS SHOWN HEREON.
- 10) THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES, NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.
- 11) ALL BUILDING TRIPS, PROPERTY BANNER LOCATIONS AND OTHER SITE IMPROVEMENT LOCATIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO ADJACENT BOUNDARY LINES, UNLESS OTHERWISE STATED.
- 12) THE FLOOD ZONE DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND DOES NOT IMPLY THAT THE PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING AND DAMAGE. LARGER FLOODS THAN THOSE PRESENTED ON SAID MAP MAY OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY WIND-MADE OR NATURAL CAUSES. THE FLOOD INSURANCE RATE MAP "IS FOR INSURANCE PURPOSES ONLY" AND ANY DAMAGES THAT MAY RESULT FROM RELIANCE ON THIS FLOOD ZONE DETERMINATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. THE FLOOD ZONE LINES (IF ANY) SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON A SCALED INTERPRETATION FROM THE FLOOD INSURANCE RATE MAP AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- 13) UNLESS OTHERWISE SHOWN, THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP LINES, LINES AFFECTED BY ADVERSE USE, LINES OF COMPLETING/OVERLAPPING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.
- 14) NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.
- 15) BECAUSE OF THE POSSIBILITY OF MOVEMENT OF THE MONUMENTATION FROM ITS ORIGINAL PLACEMENT BY PERSONS OTHER THAN THE SURVEYOR, IT IS RECOMMENDED THAT PRIOR TO ANY NEW IMPROVEMENTS ON THE PROPERTY THAT THE POSITION OF THE MONUMENTATION BE REVERIFIED.
- 16) FENCES AND WALLS (IF ANY) SHOWN ALONG THE BOUNDARIES OF THIS SURVEY ARE CONSIDERED FOR CLARITY AND OWNERSHIP IS NOT DETERMINED. THE TIES AT THE PROPERTY CORNERS OR AT SPECIFICALLY DESIGNATED POINTS ARE BASED UPON FIELD LOCATIONS: FENCES AND WALLS ALONG OTHER PROPERTY BOUNDARIES MEASURED AND ARE APPROXIMATE. PRIOR TO THE RECONSTRUCTION OF ANY FENCES OR WALLS, IT WOULD BE PROCEED TO HAVE THE BOUNDARY LINE SURVEYED.
- 17) THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS. THERE MAY BE TIES DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
- 18) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY AND UNLESS OTHERWISE SHOWN, IS BASED ON EXISTING SURVEY INFORMATION AS FOUND IN THE FIELD.
- 19) THE ACCURACY OF THIS SURVEY, AS OBTAINED BY FIELD-MEASURED CONTROL MEASUREMENTS AND CALCULATIONS, MEETS OR EXCEEDS THE MINIMUM RELATIVE ACCURACY REQUIREMENT AS SPECIFIED IN THE MINIMUM TECHNICAL STANDARDS (54-17, FLORIDA ADMINISTRATIVE CODE).
- 20) THIS SURVEY IS BEING CERTIFIED ACCORDING TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE (IF ANY).
- 21) UNLESS OTHERWISE SHOWN, THIS SURVEY SHALL NOT BE FILED FOR PUBLIC RECORDS WITHOUT THE KNOWLEDGE AND THE EXPRESSED WRITTEN CONSENT OF THE SURVEYOR.
- 22) UNLESS OTHERWISE SHOWN, THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS ADOPED BY THE UNITED STATES BUREAU OF STANDARDS AND REFER TO THE HORIZONTAL PLANE.
- 23) TREES BY NATURE ARE IRREGULAR IN SHAPE AND SIZE AND EVERY ENTRY IT IS MADE TO ACCURATELY LOCATE THEM. THE TREE SIZE IS DETERMINED AT CHEST HEIGHT DANNER AND THE TREE LOCATION IS CENTER OF THE TREE TRUNK. ANY TREE LOCATIONS THAT ARE CRITICAL TO THE PROPERTY SHALL BE FIELD VERIFIED. EVERY ENTRY HAS BEEN MADE TO PROPERTY OWNER THE TREES SHOWN HEREON. HOWEVER, TREE IDENTIFICATION IS OUTSIDE THE AREA OF EXPERTISE OF A PROFESSIONAL SURVEYOR. SURVEYOR, HOWEVER, THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR IDENTIFICATION OF TREE SPECIES. ALL TREE TYPES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT ARE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.
- 24) THIS SURVEY SHALL NOT BE FILED WITH A SURVEY ATTACHE. AN INCORRECT SURVEY ATTACHE CAN INCREASE THE OWNER/USER'S LIABILITY, DECREASE THEIR LEGAL RIGHTS AND PROTECTIONS WHICH ARE ATTACHED BY A CURRENT SURVEY AND MAY RESULT IN COSTLY LITIGATION. THE RESULT, AN INCORRECT SURVEY ATTACHE CAN BE THE RESULT OF CHANGES MADE TO THE PROPERTY SINCE THE DATE OF THE LAST SURVEY, WHICH MAY INCLUDE IMPROVEMENTS MADE BY THE OWNER, ADJACENT OWNERS OR UTILITY COMPANIES OR CHANGES IN THE SURVEY BOUNDARY CONSTRUCTION. USE OF THIS SURVEY BY A LENDING INSTITUTION, TITLE COMPANY IN CONNECTION WITH A SURVEY ATTACHE IS STRICTLY PROHIBITED AND SHALL RENDER THIS SURVEY NULL AND VOID.

COCORIS & ALEFANTIS SUB.
PB 21, PG. 73



LINE L1
S76°48'10"W - 27.48°N; 27.5°R
LINE L2
N77°04'09"E - 27.27°W; 27.5°R

BOUNDARY SURVEY

CERTIFICATION. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5A-1. F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE CHOICE, RAISED SEAL, AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND WAIVER.

George A. Shimp II
 GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 251

JOB NUMBER: 210311 DATE SURVEYED: 8-25-2021
DRAWING FILE: 210311.DWG DATE DRAWN: 10-5-2021
LAST REVISION: N/A X REFERENCE: N/A

 **GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**
LAND SURVEYORS LAND PLANNERS
3301 DESOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1255

SR.
10.34

Source:
realtor.com



§ 112.00 - MAINTENANCE AND REPAIR OF CONTRIBUTING STRUCTURES, AND HISTORIC, ARCHEOLOGICAL OR CULTURAL SITES IN HISTORIC AND CULTURAL DISTRICTS.

(A) Any person(s) owning, renting or managing a contributing structure, an historic, archaeological or cultural site or a traditional cultural property in an historic or cultural district shall not be permitted to cause such site(s), building(s) or structure(s) to deteriorate, become damaged, be vandalized or otherwise to fall into a state of disrepair by virtue of neglect and/or abandonment.

(B) Violations of this section will be referred to the Building Official for enforcement proceedings in accordance with the terms established for the Code Enforcement Board by Chapter 2, Article VIII and for the Board of Commissioners by Chapter 8, Article III of the Code of Ordinances for the City.

(C) The provision of this section shall be in addition to the provisions of the Standard Building Code and Standard Housing Code.



4.13 Universal Guidelines for Demolition

Historic buildings throughout the Tarpon Springs Historic District contribute to the overall historical and physical significance of the district; the loss of any one of these historic buildings could have a negative impact on the integrity of the district as a whole. As such, demolition is strongly discouraged for any historic building within the historic district. Demolition results in a loss of architectural and historical integrity and can dramatically change the character of a block or historic district. Demolition is generally discouraged; however, it may be approved in certain situations.

The decision to demolish a historic structure is a measure of last resort and shall be based on the demonstration that there is no other feasible alternative. Demolition can have a significant impact on the historic context of the district. Many older buildings offer character and quality that cannot be economically replicated today. Older buildings can be retrofitted to provide modern amenities.

The City of Tarpon Springs Heritage Preservation ordinance sets the following criteria to be considered in the review of demolitions:

- The historic, architectural or cultural significance of the building or structure,
- The importance of the building or structure to the ambiance of a district or to the patterns of land uses reflecting cultural traditions of the community or local ethnic group,
- The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material, detail or unique location,
- Whether the building or structure is one of the last remaining examples of its kind in the district or in the city,
- The future utilization of the site and/or group occupancy of the structure,
- Whether reasonable measures can be taken to save the building, structure or traditional cultural property, and,
- Whether the building, structure, or traditional cultural property is capable of earning a reasonable economic return and whether the perpetuation of the building or structure, considering its physical condition, its location, and anticipated expense of rehabilitation would be economically feasible.

If the demolition is denied, then the property owner can apply for an economic hardship exception. The hardship exception requires information regarding the cost of the proposed construction, additional cost incurred to comply with recommendations of the Heritage Preservation Board, structural soundness, market value of the property before and after demolition, the economic feasibility of rehabilitation, and, for income-producing property, the capitalization rate based on net operating income.

Guideline 41. Guidelines for Demolition of Historic Properties

- a. Establish a permanent record of the property prior to demolition. The level of documentation and the person responsible for producing the documentation will be determined by the Tarpon Springs HPB.
- b. Identify salvageable building materials and potential buyers or recipients of salvaged material before demolition.
- c. Protect historic site features, including mature trees and potential archaeological resources.
- d. Ensure the safety of the adjacent properties and historic resources.



OPTIONS

1. Deny the appeal request as originally presented to the HPB
2. Approve the appeal request
3. Direct the applicant to submit additional information needed to determine if an Economic Hardship Exception is warranted and remand the case back to the HPB for consideration.

RESOLUTION NO. 2025-40

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA; APPROVING APPLICATION 24-78 APPEALING THE DECISION OF THE HERITAGE PRESERVATION BOARD TO DENY A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF A NATIONAL REGISTER HISTORIC DISTRICT AND LOCAL HISTORIC DISTRICT CONTRIBUTING STRUCTURE LOCATED AT 154 READ STREET; PROVIDING FOR A CERTIFICATE OF APPROPRIATENESS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anthony Marterie, owner, submitted Application 24-78 for a Certificate of Appropriateness (CA) to demolish the primary structure located at 154 Read Street; and

WHEREAS, the structure located at 154 Read Street is designated as a contributing structure in the Tarpon Springs National Register Historic District and Local Historic District; and

WHEREAS, the Heritage Preservation Board (HPB) held a public hearing on Application 24-78 at their regular meeting of January 13, 2025, and, with four members present, unanimously voted to deny a CA for demolition; and

WHEREAS, the HPB found insufficient evidence to approve the application; and

WHEREAS, the HPB found potential violation of Section 112.00 of the Land Development Code; and,

WHEREAS, Anthony Marterie, owner, timely submitted Application No. 25-13 appealing the January 13, 2025 decision of the Heritage Preservation Board; and

WHEREAS, the Board of Commissioners requested additional information and continued the appeal hearing; and

WHEREAS, the City engaged an Architectural Historian (Stantec) to review the existing record and supplemental information; and

WHEREAS, Stantec prepared a technical review memorandum (Attachment A), and

WHEREAS, the applicant provided a Structural Report prepared by Advanced Engineering Associates (Attachment B); and

WHEREAS, pursuant to Section 111.0 (C) of the Land Development Code, the Board of Commissioners must conduct a public hearing to affirm, modify, or reverse the decision of the Heritage Preservation Board.

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

SECTION 1. FINDINGS

That the demolition is consistent with the Standards for Review of Section 110.00 (B) of the Land Development Code and,

That a Certificate of Appropriateness is hereby issued for the demolition of the primary structure located at 154 Read Street, as proposed in Application 24-78.

SECTION 2. CONDITIONS (Reference Attachment A, “Additional Considerations”, “Permanent Property Record” and “Salvage and Reuse Plan”)

1. Prior to demolition establish a Permanent Property Record including written and photographic documentation record of the property. This report should:
 - Be prepared by a historic preservation professional meeting the Secretary of the Interior’s Professional Qualifications Standards (PQS) for architectural history and demonstrated experience in creating HABS (Historic American Buildings Survey) Level III documentation
 - Include a minimum of six digital photographs documenting the setting of 154 Read Street within the historic district and exterior views of each elevation
 - Include written historical descriptive data in the short form HABS report format
 - Include an index and key to photographs
 - Include copies of historic-period photographs, if available
2. Prepare a salvage and re-use plan Identifying salvageable building materials and potential buyers or recipients of salvaged material before demolition. This should be prepared by a qualified architectural historian or historic architect who meets the Secretary of the Interior’s PQS for architectural history and/or historic architecture.
3. Protect historic site features, including mature trees and potential archeological resources.
4. Ensure the safety of the adjacent properties and historic resources.
5. Site must be cleared of debris, reseeded, and properly maintained until it is reused. If the site is to remain vacant for over one year, it must be improved to reflect an appearance consistent with other open space areas in the district.

SECTION 3.

This Resolution shall become effective upon final passage and adoption, in the manner provided by law.

ATTACHMENTS

- A. Stantec Technical Memorandum, June 4, 2025
- B. Structural Report, Advanced Engineering Associates, May 18, 2025

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Appeal

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 ANTHONY MARTERIE		Email TJM@NORCOAST.COM	
Address 405 INNESS DR			
City TARPON SPRINGS		State FL	Zip 34689
Phone 4159875781	Fax		Cellular

Applicant

Name MICHAEL STEFFEN as Authorized Signor for ANTHONY		Email michael@steffenpa.com	
Address 116 S Pinellas Ave			
City Tarpon Springs		State FL	Zip 34689
Phone 7274202839	Fax		Cellular

Agent (if applicable)

Name MICHAEL STEFFEN as Authorized Signor for ANTHONY		Email “	
Address “			
City “		State “	Zip “
Phone “	Fax		Cellular

General Information

Property Location or Address 154 READ ST, TARPON SPRINGS, FL 34689		
Legal Description (attach additional sheets as necessary) See attached Exhibit A		
Tax Parcel Number(s) 12 27 15 15228 000 0080	Current Designations of Property	
	Land Use Category Residential Medium	Zoning District CRM
Current Use of Property Vacant	Contributing Structure? ☒ YES ☐ NO	

Previous HPB Action: [please check all that apply]

☒ Certificate of Approval Date of HPB Denial 01/15/2025

☐ Economic Hardship Exemption Date of HPB Denial _____

Justification for Appeal: [attach additional sheets if necessary]

See Attached EXHIBIT B

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Appeal

Relief Requested: [attach additional sheets if necessary]

Per Section 111.00 of the LDC:

Applicant seeks reversal of the Board's decision to deny his request to demolish
the contributing building located at the referenced address.

The following must be furnished with this application: (incomplete applications will not be accepted)

- **Completed original application with digital copies of all application documents**
- \$50.00 application fee plus advertisement costs which will be invoiced upon calculation by Staff
- Property survey, signed and sealed by a professional land surveyor
- 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
Heritage Preservation Board
Application for Appeal

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.

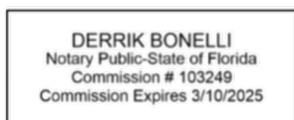
I (we) certify that MICHAEL STEFFEN is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

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: <u>02/04/2025</u>	Title Holder/Property Owner: <u>ANTHONY MARTERIE</u>
Date: <u>2/4/2025</u>	Title Holder/Property Owner: <u>MICHAEL STEFFEN, as Auth</u>
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4 day of February, A.D., 20 25
by MICHAEL STEFFEN, as Authorized Signor f 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: Derrik Bonelli

Signature: _____

Stamp: _____

DocuSigned by:

Derrik Bonelli

C3A38F33179E468...

EXHIBIT A

The West Half of Lot 8 and the East 29.5 feet of Lot 9, Block 60 and the vacated alley adjacent thereto, J.K. Cheyney's Subdivision, according to the plat thereof, as recorded in Plat Book 3, Page 16 of the Public Records of Pinellas County, Florida.

EXHIBIT B

Justification for Appeal:

The Board's decision was based, in part, on a theory of "demolition by neglect" stated by the Board as not the fault of the Applicant. Discussion on this point was unclear as to whether the theory should be used as authority to justify a decision either way. The damage to the subject property existed prior to Applicant's ownership, and was beyond repair. Construction costs to repair were not economically feasible, according to a quote from a reputable contractor regardless of whether additional quotes were obtained (The Board did not state a source/authority requiring additional quotes). Insufficient time was available to Applicant to responsibly tear out materials from the subject property for proper disposal, such that it was not feasible to perform a "typical" remediation of the subject property within the timeframe available to the Applicant. The basis for the Board's denial was not clearly stated amid discussion of procedural items regarding the casting of votes.

Applicant reserves the right to include additional authority/materials to this Application if needed. A hearing is requested.

154 READ STREET / REPORT OF EXISTING CONDITIONS

CRANE BROOK INCORPORATED CBC1252143
623 EAST TARPON AVE. TARPON SPRINGS FL 34689

THE STRUCTURE IS CURRENTLY CONFIGURED AS A 2 BED / 1 BATH ROOM UNIT AS
PER THE PINELLAS COUNTY TAX RECORDS: NO PERMITS HAVE BEEN ISSUED FOR INTERIOR
IMPROVEMENTS. 2002 ROOF PERMIT ISSUED. HPB CERTIFICATE OF APPROVAL WAS ISSUED 3-6-2024 FOR
EXTERIOR IMPROVEMENTS, NO ACTION TAKEN.
STRUCTURE RECEIVED APPROXIMATELY 26" OF WATER DURING HELENE

FOUNDATION: BRICK PIER, CONDITION IS POOR

FLOOR SYSTEM: WOOD FRAME, CONDITION IS DAMAGED/DEGRADING
2 X WOOD FLOOR JOIST, T & G UNDERLAYMENT
STRUCTURAL, MOISURE, MOLD, AND TERMITE DAMAGE IS PRESENT

WALLS: 2 X WOOD FRAME, CONDITION IS DAMAGED/DEGRADING
COVE WOOD SIDING, BOTTOM 5 ROWS, CONDITION IS DAMAGED/DEGRADING
MOISTURE, MOLD, WOOD ROT AND TERMITE DAMAGE IS PRESENT
LEAD TESTING REVEALED POSITIVE FOR LEAD PAINT

FINISHES: DRY WALL, PANELING AND PLASTER, CONDITION IS DAMAGED/DEGRADING
MOISTURE, MOLD, WOOD ROT AND TERMITE DAMAGE IS PRESENT
LEAD TESTING REVEALED POSITIVE FOR LEAD PAINT
FLOORING, CONDITION IS DAMAGED /DEGRADING
MOISTURE, MOLD, WOOD ROT AND TERMITE DAMAGE IS PRESENT
KITCHEN, CONDITION IS DAMAGED/DEGRADING
CABINETS ARE NOT SALVAGABLE, MOISTURE, MOLD IS PRESENT
BATH, CONDITION IS DAMAGED/DEGRADING
MOISTURE, MOLD IS PRESENT

ROOF: REPLACEMENT HAD BEEN APPROVED BY HPB NO ACTION TAKEN

MILL WORK: 1 X WOOD BASE, 100% REPLACEMENT REQUIRED, FLOOD DAMAGED, LEAD POSITIVE
WINDOWS, REPLACEMENT WAS IN THE NEAR FUTURE AND HAD BEEN APPROVED BY HPB
CASINGS PARTIAL DAMAGE, LEAD POSITIVE INTERIOR AND EXTERIOR

ELECTRICAL: 100% REPLACEMENT, NON FUNCTIONING DUE TO SALT WATER COMPROMISE OF ALL
WIRING AND DEVICES

HVAC: 100% REPLACEMENT NON-FUNCTIONING DUE TO SALT WATER COMPROMISE

THE STRUCTURE WOULD REQUIRE REMOVAL OF ALL FINISHES DOWN TO THE WOOD FRAME OF THE
LOWER 4 FT. LEAD TESTING REVEALED POSITIVE IN ALL PAINTED ORIGINAL FINISHES. FLOOR SYSTEM IS
DAMAGED AND WOULD REQUIRE REMOVAL OF STRUCTURAL UNDERLAYMENT AND WOOD FLOORS.

154 READ STREET / SCOPE OF WORK

CRANE BROOK INCORPORATED CBC1252143
623 EAST TARPON AVE. TARPON SPRINGS FL 34689

TO ELEVATE THE STRUCTURE, CONSTRUCT A BLOCK FOUNDATION APPROX 6' HIGH, WILL NOT BE VISUALLY IN KEEPING WITH THE SURROUNDING NEIGHBORHOOD.

EXISTING LOWEST LIVING = 5 FT RECVD 26" OF FLOODING (7.25')

RAISING 6 FT MIN.

NEW LOWEST LIVING = 10.5 FT. / REQUIRED BFE + FREE-BOARD ELEVATION OF 10'.

IT IS OF MY OPINION THE FOLLOWING:

1. A RAISING AND REPAIR OF THIS STRUCTURE WOULD NOT REMAIN IN KEEPING WITH THE NEIGHBORHOOD
2. RAISING DOES NOT REMAIN IN KEEPING WITH THE LOOK OF THE NEIGHBORHOOD
3. IN ORDER TO BE BROUGHT TO CODE COMPLIANCE FOR USE AS A SINGLE FAMILY DWELLING, FULL REPLACEMENT OF ALL MATERIALS IS REQUIRED MAKING RESTORATION IRRELEVANT
4. STRUCTURE DOES NOT HAVE ANY SIGNIFICANT HISTORICAL DETAILS THAT ARE DIFFICULT TO REPRODUCE
5. SOME MATERIALS HAVE EXCEEDED THEIR USEFULNESS
6. CURRENT STRUCTURAL ELEMENTS DO NOT MEET ANY BUILDING, ELECTRICAL, PLUMBING OR MECHANICAL CODES
7. COSTS TO REPAIR AND ELEVATE ARE ESTIMATED AT \$423,126 PLUS THE PURCHASE PRICE OF \$400,000 (AS PER THE TAX RECORDS).
A TOTAL COST OF \$823,126 FOR 780 SQ FT OF LIVING SPACE IS UNABLE TO CREATE AN ECONOMIC RETURN



CITY OF TARPON SPRINGS
HERITAGE PRESERVATION BOARD
January 13, 2025

STAFF REPORT, January 3, 2025

Application No. / Project Title: 24.78 / Marterie

Staff: Caroline Lanford, AICP CTP
Principal Planner

Applicant / Owner: Robin Hancock, Applicant/Marterie Family Trust, Owner

Property Size: 7,096 square feet

Current Zoning: RM (Residential Multi-Family)

Current Land Use: Residential Medium

Location / Parcel ID: 154 Read Street / 12-27-15-15228-000-0080

Architectural Type/District Status: Frame Vernacular / Contributing

BACKGROUND SUMMARY:

The applicant is seeking a Certificate of Approval (CA) to demolish the contributing structure at 154 Read Street. The Florida Master Site File (FMSF) form for this structure (8PI1598) lists this property as built circa 1926. The wood frame home features a nearly full width, integral porch with concrete deck, supported by tapered wood posts on brick piers. The building is contributing to the local and National Register districts.

The Heritage Preservation Board approved Application 23-159 for the subject property at their regular meeting of March 4, 2024. The CA was issued to replace windows, doors, and roof, install pavers or brick tile over existing concrete steps to the porch, install new non-vented white vinyl soffit on gable eaves to match rake eaves, replace existing fascia board with woodgrain composite, and add new aluminum posts and larger fascia to the existing carport at 154 Read Street.

The applicant is seeking a CA to demolish the structure, stating that restoring the structure following flood damage from recent hurricanes is economically infeasible.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends **denial** of the project as presented by the applicant based on the review criteria as described in this staff report. If the Heritage Preservation Board (HPB) approves the application, the following conditions are recommended:

1. The parameters of Historic District Design Review Guidelines Manual (DRGM) Guideline 41 will be followed.



2. The Certificate of Approval will expire in three (3) years if a building permit has not been issued for the project.

HISTORIC DISTRICT CONSIDERATIONS:

1. When considering this application, the HPB is encouraged to refer to the DRGM, especially Chapter 4.13. The DRGM can be accessed at the following link: <https://www.ctsfl.us/wp-content/uploads/2021/03/Historic-District-Design-Review-Guidelines-Manual.pdf>
2. The guidelines state that “the decision to demolish a historic structure is a measure of last resort and shall be based on the demonstration that there is no other feasible alternative.”
3. Guideline 41 provides for actions to be implemented should a demolition be approved. It is recommended that the Heritage Preservation Board (HPB) include these actions as conditions should they render a favorable decision on the demolition.
4. Guideline 42 states that demolition by neglect occurs when regular maintenance and repair of a property is not the result of a property owner’s financial inability to carry these actions out. The applicant has not provided any information regarding their financial inability to maintain and repair the property. Some of the items included in the construction estimate provided by the applicant are maintenance items or the result of deferred maintenance, such as “wiring and outlets to code.”
5. Article VII § 112.00 of the Land Development Code notes the following:
 - (A) Any person(s) owning, renting or managing a contributing structure, an historic, archaeological or cultural site or a traditional cultural property in an historic or cultural district shall not be permitted to cause such site(s), building(s) or structure(s) to deteriorate, become damaged, be vandalized or otherwise to fall into a state of disrepair by virtue of neglect and/or abandonment.
 - (B) Violations of this section will be referred to the Building Official for enforcement proceedings in accordance with the terms established for the Code Enforcement Board by Chapter 2, Article VIII and for the Board of Commissioners by Chapter 8, Article III of the Code of Ordinances for the City.
 - (C) The provision of this section shall be in addition to the provisions of the Standard Building Code and Standard Housing Code.

REVIEW STANDARDS / STAFF ANALYSIS – CERTIFICATE OF APPROVAL

Article VII § 110.00 of the Land Development Code states in Section (B), “When authorizing a Certificate of Approval for the issuance of a demolition permit, the Board shall consider the following criteria:

(1) The historic, architectural or cultural significance of the building or structure;

ANALYSIS: The building and property have no special significance beyond the fact that it is contributing to the National Register and local districts. See further discussion of the property in the context of the district (see item 2 below) and in the context of the architectural type (see item 4 below).

(2) The importance of the building or structure to the ambiance of a district or to the patterns of land uses reflecting cultural traditions of the community or local ethnic group;

ANALYSIS: The subject building has no documented significance beyond contributing to the local historic district. The building is a contributing component to the historic ambiance of Read Street,



which is an eclectic mix of styles and construction eras. The subject block of Read Street includes the circa 1926 Mission-style former church to the immediate west of the subject property, four circa 1915 Craftsman homes, a circa 1925 Craftsman home, a circa 1905 Shingle home, a circa 1959 Masonry Vernacular home, a new build Craftsman style home, and a circa 1885 Gothic Revival home. While similar to the Craftsman style homes, the subject property is the only frame structure on this block of Read Street that does not exhibit Craftsman styling. Demolition of the structure would alter the historic streetscape and destroy a unique contributing component of the street. The HPB should determine if this alteration is significantly adverse.

(3) The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material, detail, or unique location;

ANALYSIS: The building would not be impossible to reproduce including the design, texture, material and detail. The location/setting is not unique to a frame vernacular structure.

(4) Whether the building or structure is one of the last remaining examples of its kind in the district or in the city;

ANALYSIS: The subject property is the only 1920's Frame Vernacular building on this block of Read Street. While examples of Frame Vernacular buildings cover all periods of development in Tarpon Springs, the majority were constructed prior to 1915, with the earliest built around 1883. There are approximately 146 frame vernacular structures in the local historic district, and approximately 35 of these structures were constructed in the period between 1920 and 1929. Out of the 35 Frame Vernacular structures built in this period, there is no other extant example of a single-story, gable front residence with a nearly full width, integrated porch. The only similar structure in the local historic district from this time period is located at 225 Hibiscus Street, which in contrast to the subject property has a 1/3 width porch rather than nearly full width porch; a central, rather than off-center entryway; and metal, rather than wood and brick porch supports. The subject property is the only Frame Vernacular, single-story, asymmetrical, front-gabled residence with a nearly full width integrated porch with wood and brick porch supports from this time period in the local historic district. The HPB should determine if there is sufficient representation of single-story, 1920's residential Frame Vernacular style in the district.

(5) The future utilization of the site and/or group occupancy of the structure;

ANALYSIS: The subject property is located in the RM-Residential Multi-Family Zoning District, with Residential Medium Future Land Use. The applicant has not provided any information regarding the proposed future utilization of the site. The zoning and underlying land use would permit more dense and intense use of the property if the historic structure is demolished.

(6) Whether reasonable measures can be taken to save the building, structure or traditional cultural property; and

ANALYSIS: The applicant has not provided any evidence of efforts to save the building. No building permits for the structure have been issued since a roof replacement in 2002.



The applicant has provided estimates for rehabilitating and elevating the home. Some of the items included were included in the CA issued in March of 2024. The Scope of Work provided by the applicant proposes raising the structure 6 feet, while the structure received 26 inches of flooding. Staff concurs that elevating is a reasonable action to increase resiliency of the contributing structure, but it is not required to bring the structure up to code, due to the floodplain regulation exemption for historic structures. It may also be possible to reduce flood risks to the structure through a more modest increase in elevation or other flood risk adaptations.

The HPB should review the "Proposed Costs" document provided by the applicant carefully to determine if reasonable measures could be taken to return the building to use. The analysis should include consideration of:

- Code requirements
- Necessary vs. desired items
- Required items that are the result of neglect or deferred maintenance



Crane Brook, Incorporated
623 East Tarpon Ave.
Tarpon Springs Florida 34689

PROPOSED COSTS

Date	PROJECT
10/31/2024	ELEVATE/REPAIR 154 R...

CUSTOMER
405 Inness Drive Tarpon Springs FL 34689

LOCATION
154 Read Street Tarpon Springs, FL 34689

ITEM	DESCRIPTION	COST
DESIGN	DESIGN AND PLANS FOR PERMITTING	6,000.00
ENGINEERING	STRUCTURAL ENGINEERING	2,500.00
ENVIRONMENTAL	ABATEMENT FOR LEAD	5,600.00
01 FOOTERS	NEW FOUNDATION	100.00
CMU WALLS	WALLS TO 6 FT	20.00
02 SOIL TREAT	TERMITE TREATMENT OF SOIL ONLY	300.00
03 SLAB	NONE	15.00
DEMOLITION	SELECTIVE DEMOLITION OF FRONT PORCH AND CARPORT	7,000.00
DEMOLITION	EXISTING FRAME, SIDING, ELEC. PLUMB ECT	6,000.00
FRAME LABOR	BUILD FLOOR SYSTEM, REBUILD EXIST EXT WALLS TO ATTACH TO NEW FLOOR JOIST	32,400.00
FRAME MATERIALS	FLOOR SYSTEM	18,000.00
DRYWALL	REMOVE/REPLACE ALL INTERIOR DRY WALL	18,000.00
INSULATION	INSTALL WALLS AND CEILING	7,000.00
SIDING	REPAIRS TO EXISTING SIDING	5,000.00
CABINETS	SMALL KITCHEN INCLUDING COUNTER TOP	10,500.00
PAINT	INTERIOR AND EXTERIOR	18,000.00
STUCCO	INSTALL STUCCO ON THE NEW FOUNDATION	4,320.00
EXTERIOR DOORS	NEW EXTERIOR DOORS, MATCH HISTORICALLY	2,500.00
DECKING LABOR	BUILD PORCH AND STAIRS FOR EGRESS	8,000.00
DECKING MATERIAL	PORCH	7,000.00
HVAC		7,000.00
INTERIOR DOORS	INTERIOR DOORS AND TRIM	7,000.00
ROOFING	REMOVE AND REPLACE	7,000.00
FLOORING	VINYL PLANK	7.00
PLUMBING	PLUMBING OF NEW BATH AND KITCHEN	12,000.00
PLUMBING FIXTURES	BATH AND KITCHEN FIXTURES	3,200.00
SEWER CONNECTI...	NEW SEWER LINE	15.00
ELECTRICAL CONN...	NEW UNDERGROUND/DUKE RESIDENTIAL	600.00
ELECTRICAL	WIRING AND OUTLETS TO CODE	8,000.00
LIGHTING	FIXTURES AND FANS	1,600.00
MISCELLANEOUS	TO RAISE AND MOVE THE HOUSE	15,000.00
WALKS/PADS	DRIVE AND WALKS	6,000.00
TOTAL		



Crane Brook, Incorporated
623 East Tarpon Ave.
Tarpon Springs Florida 34689

PROPOSED COSTS

CUSTOMER
405 Inness Drive Tarpon Springs FL 34689

Date	PROJECT
10/31/2024	ELEVATE/REPAIR 154 R...

LOCATION
154 Read Street Tarpon Springs, FL 34689

ITEM	DESCRIPTION	COST
EXCAVATION	SILT FENCE, ROUGH AND FINAL GRADE, COMPACTION TESTING, DRIVE CUT	6,000.00
WINDOWS	WINDOWS	18,000.00
LANDSCAPING	IRRIGATION AND LANDSCAPING	12,000.00
UNFORSEEN	MISCELLANEOUS 5% OF SUB TOTAL 337,605	337,605.00
PROFIT & OVERHEAD	PROFIT AND OVERHEAD	337,605.00
SUPERVISION	SITE SUPERVISION	3,000.00
ORIGINAL COST	PURCHASE PRICE \$400,000	400,000.00
TOTAL		\$823,126.00



(7) Whether the building, structure or traditional cultural property is capable of earning a reasonable economic return on its value and whether the perpetuation of the building or structure, considering its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

ANALYSIS: This standard compels that the Heritage Preservation Board compare the current property to the value of the restored property and analyze whether the cost of restoration is justified. In this particular case, this determination is complicated by the fact that the property was purchased by the current owner in 2023 at a cost of approximately \$513 a square foot, while the just market value at the time of purchase was \$318 a square foot, according to the Pinellas County Property Appraiser.

The Pinellas County Property Appraiser sets the 2024 just market value of the property at \$277,779. Staff cannot render an expert opinion regarding reasonable economic return and/or economic feasibility, however; the following facts can be established:

1. The entitlements available for this property allow for new development that could exceed its present value if the historic structure is demolished.
2. The property was acquired at a price significantly above its appraised value. The purchase price for the property in September of 2023 was \$400,000, despite having a just market value of \$248,159 in 2023 and \$172,188 in 2022, according to the Pinellas County Property Appraiser.
3. The property owner received a Certificate of Approval in March of 2024 to complete some of the work listed in the current scope of work, indicating that some of the property's deficiencies predate this application for demolition.
4. The determination of the economic feasibility of repair is complicated by the existential economic loss of acquisition at a value significantly higher than the just market value.

With respect to the current physical condition of the property, the HPB must determine if the physical deficiencies at the property are the result of neglect and/or deferred maintenance. For instance, the largest cost items in the "Proposed Costs" document are related to the replacement of the flooring system. The lifetime of any wood product depends on several factors including moisture intrusion, but regular inspection, maintenance, and repairs prevent the complete failure of a flooring system.

PUBLIC CORRESPONDENCE:

The property owners within 500 feet were sent written notification in accordance with Section 109.00(B) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code. Staff has not received any responses to these notices.

ATTACHMENTS:

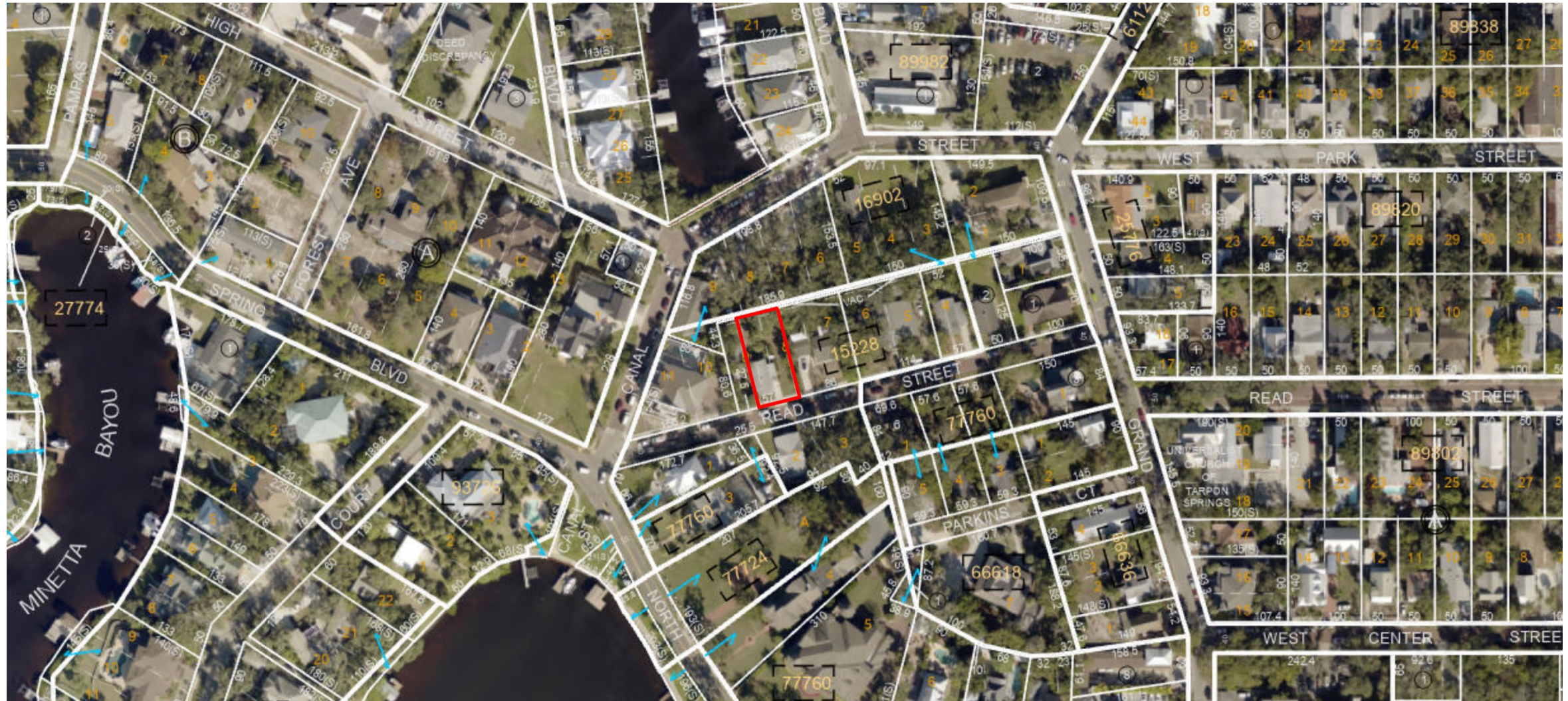
1. Slide Presentation
2. Florida Master Site File Form #8PI11852
3. Application

MARTERIE APPLICATION #24.78

Heritage Preservation Board, January 13, 2025



LOCATION & CONTEXT







REQUEST

- Certificate of Approval to demolish the contributing structure
- Lot Size: 7,096 square feet
- Architectural Type/Style: Frame Vernacular
- District Status: Contributing
- Florida Master Site File: 8PI1670
- Property Owner / Applicant: Marterie Family Trust, Owner/ Robin Hancock, Applicant



THE WEST 1/2 OF LOT 8 AND THE EAST 29.5 FEET OF LOT 9 AND THE VACATED ALLEY ADJACENT THERETO, J.K. CHEYNEY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE AE (BASE FLOOD ELEVATION OF 9 FEET), IN ACCORDANCE WITH THE FIRM MAP OF THE CITY OF TARPON SPRINGS, PINELLAS COUNTY, COMMUNITY NUMBER 120259 (MAP NUMBER 12103C-0019-H), MAP DATED AUGUST 24, 2021.

154 READ STREET PROPERTIES, LLC.

[illegible]

THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES (THE "CERTIFIED PARTIES") SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED, WRITTEN CONSENT OF GEORGE A. SHAW & ASSOCIATES, INC. (THE "SURVEYOR") AND THE CERTIFIED PROFESSIONAL SURVEYOR AND HARPER (THE "SHOWING SURVEYOR"), HEREINAFTER COLLECTIVELY REFERRED TO AS "THE SURVEYOR". NOTHING HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THE CERTIFIED PARTIES SHOWN ON THIS SURVEY.

UNAUTHORIZED COPIES AND/OR REPRODUCTIONS OF ANY MEDIUM OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE SURVEYOR'S EXPRESSED, WRITTEN CONSENT.

THE WORD "CERTIFY" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF THE SURVEYOR'S OPINION REGARDING THE FACTS OF THE SURVEY BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS SURVEY SHALL BE VALID FOR ONE (1) YEAR FROM THE DATE OF FIELD SURVEY SHOWN HEREON.

THIS PROPERTY WAS SURVEYED BASED ON THE PROPERTY'S LEGAL DESCRIPTION, AS SHOWN HEREON, WHICH UNLESS OTHERWISE STATED, WAS PROVIDED TO THE SURVEYOR BY THE CLIENT, OR CLIENT'S DESIGNATED AGENT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT AND IS SUBJECT TO ANY DESIGNATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, RIGHTS-OF-WAY, AND/OR OTHER MATTERS OF RECORD. NO INSTRUMENTS OF RECORD RELATING TO EASEMENTS, RIGHTS-OF-WAY, AND/OR OTHER MATTERS WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.

THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER MATTERS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY THAT THE SURVEYOR HAS NOT BEEN ADVISED OF OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BASES OF BEARINGS: MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, MEET 1983 NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT) AS ESTABLISHED BY THE NATIONAL GEODESIC SURVEY.

THERE ARE NO VISIBLE ENCUMBRANCES SHOWN AS SHOWN HEREON.

THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES. NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.

ALL BUILDING TIES, PROPERTY MARKER LOCATIONS AND OTHER SITE IMPROVEMENT LOCATIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO ADJACENT BOUNDARY LINES, UNLESS OTHERWISE STATED.

THE FLOOD ZONE DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND DOES NOT IMPLY THAT THE PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING AND DAMAGE. LARGER FLOODS THAN THOSE SHOWN ON SAID MAP MAY OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY WIND-MADE OR NATURAL CAUSES. THE FLOOD INSURANCE RATE MAP "IS FOR INSURANCE PURPOSES ONLY" AND ANY DAMAGES THAT MAY RESULT FROM RELIANCE ON THIS FLOOD ZONE DETERMINATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. THE FLOOD ZONE LINES (IF ANY) SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON A SCALED INTERPRETATION FROM THE FLOOD INSURANCE RATE MAP AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

UNLESS OTHERWISE SHOWN, THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP LINES, LINES AFFECTED BY ADVERSE USE, LINES OF CONVEYING/OVERLAPPING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.

NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.

BECAUSE OF THE POSSIBILITY OF MOVEMENT OF THE MONUMENTATION FROM ITS ORIGINAL PLACEMENT BY PERSONS OTHER THAN THE SURVEYOR, IT IS RECOMMENDED THAT PRIOR TO ANY NEW IMPROVEMENTS ON THE PROPERTY THAT THE POSITION OF THE MONUMENTATION BE VERIFIED.

FENCES AND WALLS (IF ANY) SHOWN ALONG THE BOUNDARIES OF THIS SURVEY ARE ENLARGED FOR CLARITY AND WERE NOT DETERMINED. THE TIES AT THE PROPERTY CORNERS OR AT SPECIALLY DESIGNATED POINTS ARE BASED UPON FIELD LOCATIONS. FENCES AND WALLS ALONG OTHER PROPERTY BOUNDARIES MEASURED AND ARE APPROXIMATE. PRIOR TO THE RECONSTRUCTION OF ANY FENCES OR WALLS, IT WOULD BE PROUDENT TO HAVE THE BOUNDARY LINE STAKED.

THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.

THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY. UNLESS OTHERWISE SHOWN, IS BASED ON EXISTING SURVEY MONUMENTATION AS FOUND IN THE FIELD.

THE ACCURACY OF THIS SURVEY, AS DETERMINED BY FIELD-OBSERVED CONTROL MEASUREMENTS AND CALCULATIONS, MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY REQUIREMENT AS SPECIFIED IN THE MINIMUM TECHNICAL STANDARDS (54-17, FLORIDA ADMINISTRATIVE CODE).

THIS SURVEY IS BEING CONDUCTED ACCORDING TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE (IF ANY).

UNLESS OTHERWISE SHOWN, THIS SURVEY SHALL NOT BE FILED FOR PUBLIC RECORDS WITHOUT THE KNOWLEDGE AND THE EXPRESSED, WRITTEN CONSENT OF THE SURVEYOR.

UNLESS OTHERWISE SHOWN, THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS APTED BY THE UNITED STATES BUREAU OF STANDARDS AND REFER TO THE HORIZONTAL PLANE.

TREES BY NATURE ARE IRREGULAR IN SHAPE AND SIZE AND EVERY EFFORT IS MADE TO ACCURATELY LOCATE THEM. THE TREE SIZE IS DETERMINED AT CHEST HOOD DIAMETER AND THE TREE LOCATION IS CENTER OF THE TREE TRUNK. ANY TREE LOCATIONS THAT ARE CRITICAL TO THE PROPERTY OR THAT ARE FIELD VERIFIED. EVERY EFFORT HAS BEEN MADE TO PROPERTY IDENTIFY THE TREES SHOWN HEREON. HOWEVER, TREE IDENTIFICATION IS OUTSIDE THE AREA OF EXPERTISE OF A PROFESSIONAL SURVEYOR AND HARRIER. THEREFORE, THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR IDENTIFICATION OF TREE SPECIES. ALL TREE TREES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT ARE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.

THIS SURVEY SHALL NOT BE USED WITH A SURVEY ATTACHE. AN INCORRECT SURVEY ATTACHE CAN INCREASE THE OWNER/USER'S LIABILITY, DECREASE THEIR LEGAL RIGHTS AND PROTECTIONS WHICH ARE ATTACHED BY A CURRENT SURVEY AND MAY RESULT IN COSTLY LITIGATION. IF AN INCORRECT SURVEY ATTACHE CAN BE THE RESULT OF CHANGING THE SURVEY OR PROPERTY SINCE THE DATE OF THE LAST SURVEY, WHICH MAY INCLUDE IMPROVEMENTS BY THE OWNER, ADJOINING OWNERS OR UTILITY COMPANIES OR CHANGES IN THE SURVEY BOUNDARY MONUMENTATION. USE OF THIS SURVEY BY A LENDING INSTITUTION OR TITLE COMPANY IN CONNECTION WITH A SURVEY ATTACHE IS STRICTLY PROHIBITED AND SHALL RENDER THIS SURVEY NULL AND VOID.

COCORIS & ALEFANTIS SUB
PG 21, PG. 73

GRAPHIC SCALE
 1 inch = 20 feet

LEGEND

- AIR CONDITIONER
- COLUMN
- ELECTRIC BOX
- POWER POLE
- TELCOM VAULT
- WATER METER
- GUY WIRE
- OVERHEAD WIRES

LINE L1
S76°48'10"W - 27.48'M; 27.5'R
LINE L2
N77°04'09"E - 27.27'M; 27.5'R

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN FLORIDA. I AM NOT PROVIDING THIS CERTIFICATION TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE USED IN ANY MANNER ARISING OUT OF THE UNDULATED SURVEY WITHOUT THE WRITTEN, RACED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.	JOB NUMBER: 210331 DATE RECEIVED: 8-25-2021 DRAWING FILE: 210331.DWG DATE DRAWN: 10-5-2021 LAST REVISION: N/A X REFERENCE: N/A
<i>George A. Shimp, Jr.</i> George A. Shimp, Jr. FLORIDA REGISTERED LAND SURVEYOR NO. 2512	GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED LAND SURVEYORS LAND PLANNERS 3001 BAYSHORE BOULEVARD, SUITE D DADE COUNTY, FLORIDA 33133 PHONE (305) 486-5496 FAX (772) 326-1658

Source:
realtor.com

FAÇADE JANUARY 2024



JANUARY 2024



JANUARY 2025



JANUARY 2025



JANUARY 2025



WATERLINE





154 READ STREET TARPON SPRINGS FL 34689

HOME OWNER: MARTERIE, ANTHONY J TRE, MARTERIE FAMILY TRUST
PROJECT: Exterior Modifications
ADDRESS: 154 Read Street
 Tarpon Springs Florida 34689

LEGAL DESCRIPTION : THE WEST 1/2 OF LOT 8 AND THE EAST 29.5 FEET OF LOT 9 AND THE VACATED ALLEY ADJACENT THERETO, J.K. CHEYNEY'S SUBDIVISION OF PART OF BLOCK 60, ACCORDING TO THE MAP OR PLAT THERE OF, RECORDED IN PLAT BOOK 3, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE: AE / BFE.=9'

BLDG CODE & STANDARDS

FOR COMPLIANCE: FBC 8TH EDITION (2020) RESIDENTIAL
ELECTRICAL CODE: ELECTRICAL TO COMPLY WITH 2017 NEC

WIND SPEED: 145 EXPOSURE "B", CATEGORY II, ENCLOSED

BLDG PERMIT#: LEVEL 1 ALTERATION

BUILDING AREA: LIV.
 Total 780 sq ft (NO CHANGE TO LIV. SQ FT)

ZONING AND SET BACKS

ZONING - CRM

SETBACKS:

FRONT 25'
 SIDE 7.5'
 REAR 20'



154 Read St - Google Maps, Page 1



MODIFICATIONS TO
154 READ STREET
TARPON SPRINGS FL

COVER SHEET

DRAWINGS PROVIDED BY:
CRANE ENGINEERING
122 EAST ORANGE STREET
TARPON SPRINGS FL 34689
727-934-3442 / 727-930-1507

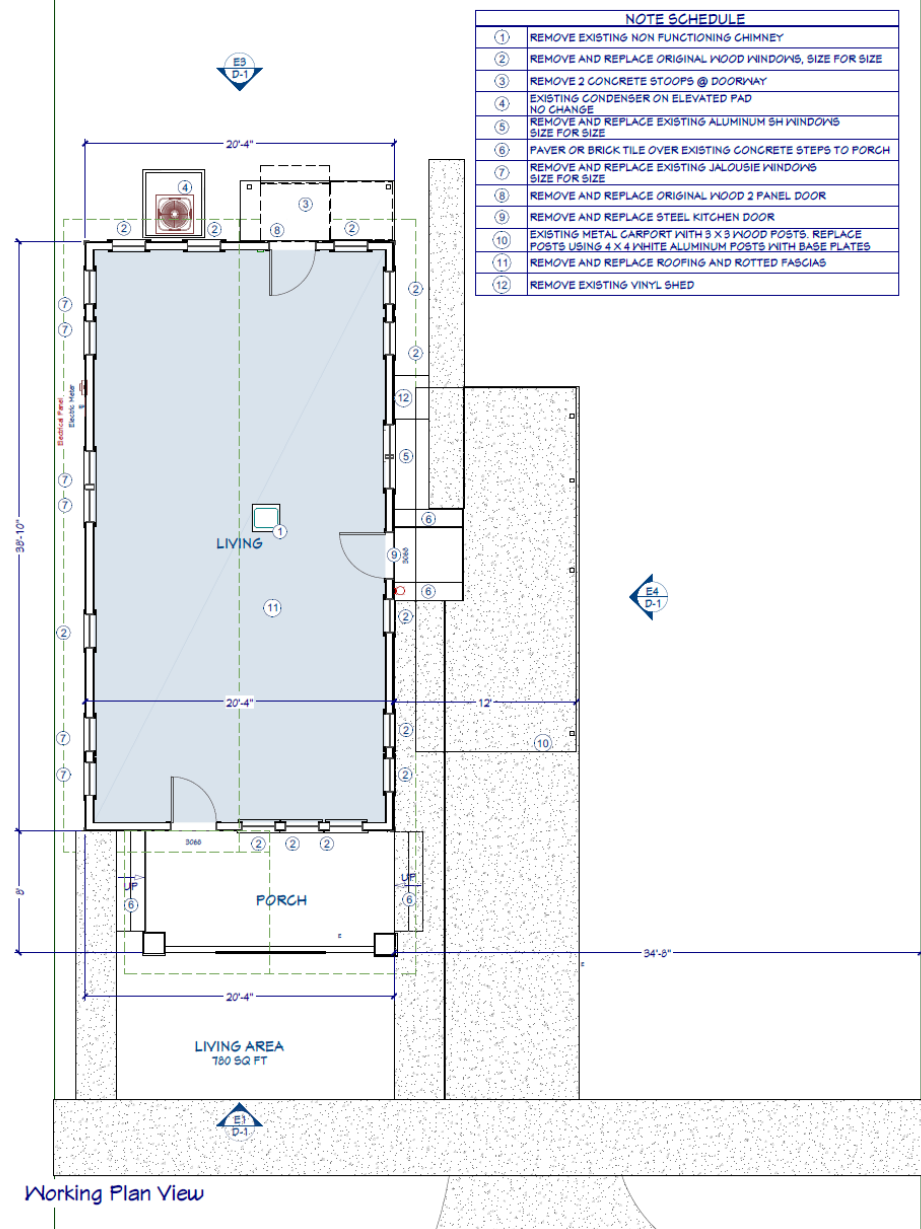
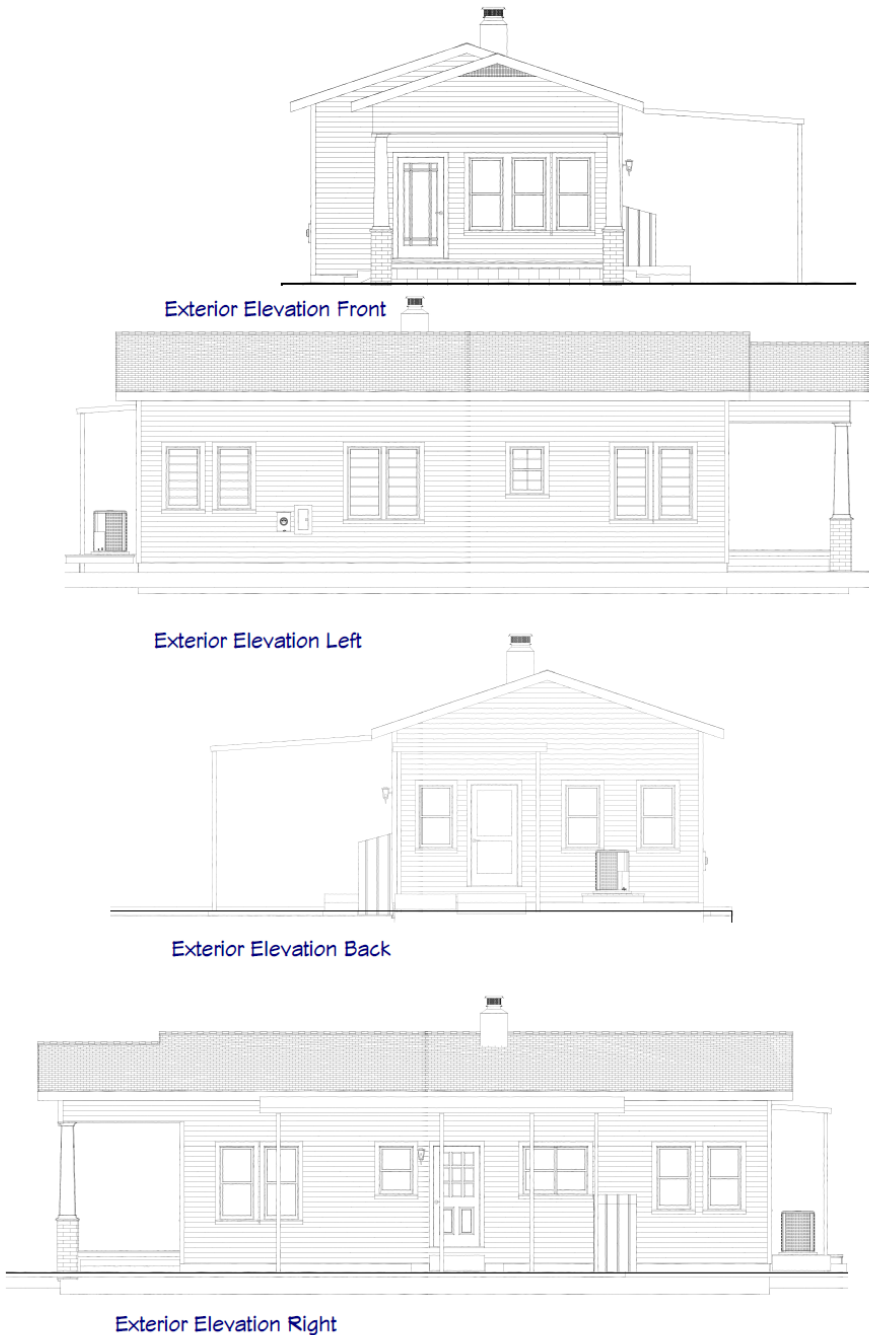
DATE:

12/20/2023

SCALE:

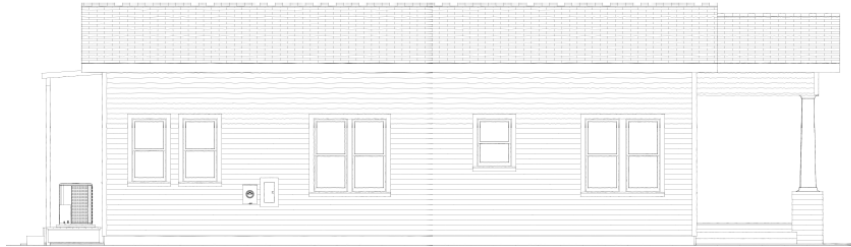
SHEET:

0





Exterior Elevation Front



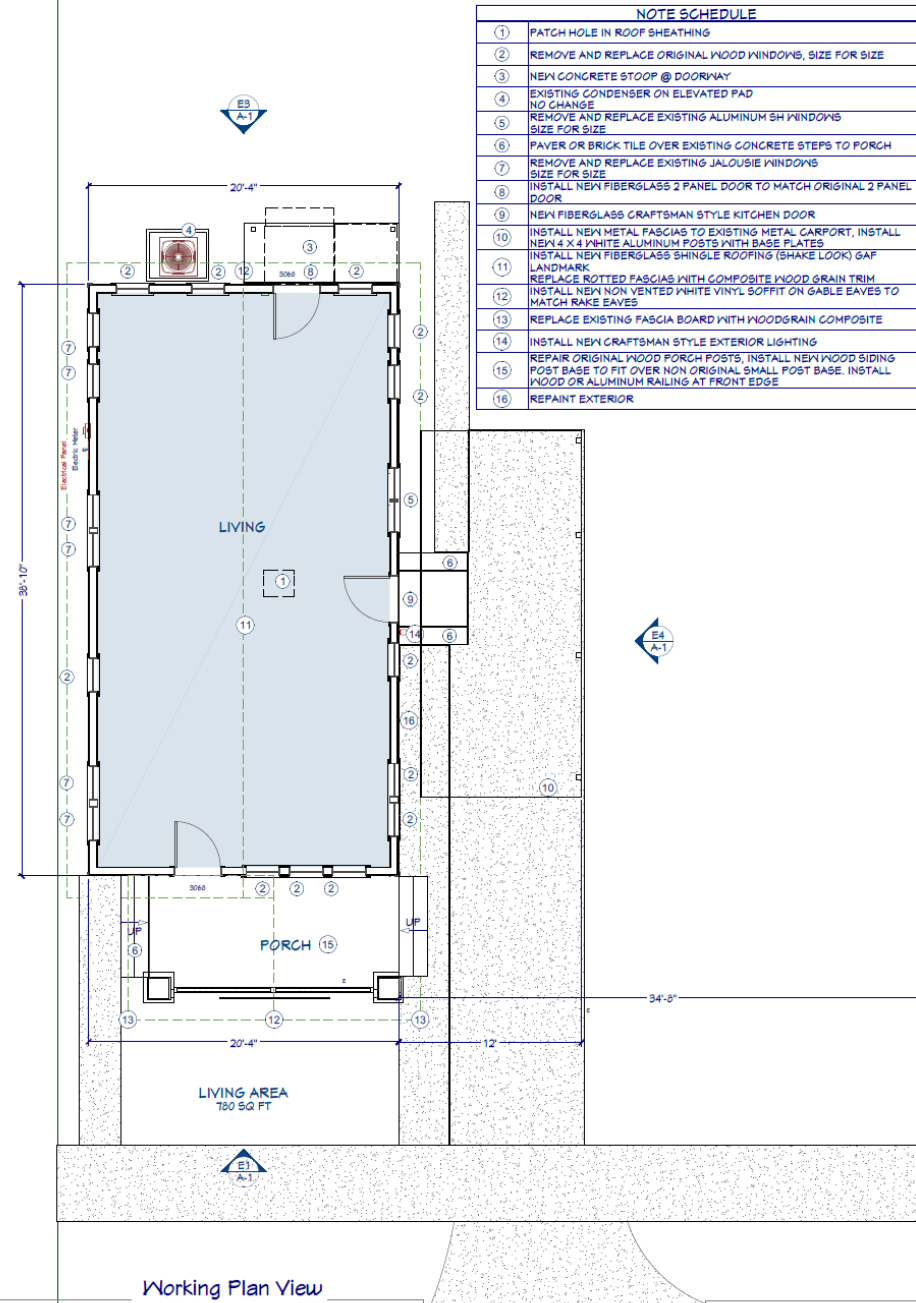
Exterior Elevation Left



Exterior Elevation Back



Exterior Elevation Right



NOTE SCHEDULE	
①	PATCH HOLE IN ROOF SHEATHING
②	REMOVE AND REPLACE ORIGINAL WOOD WINDOWS, SIZE FOR SIZE
③	NEW CONCRETE STOOP @ DOORWAY
④	EXISTING CONDENSER ON ELEVATED PAD NO CHANGE
⑤	REMOVE AND REPLACE EXISTING ALUMINUM SH WINDOWS SIZE FOR SIZE
⑥	PAVER OR BRICK TILE OVER EXISTING CONCRETE STEPS TO PORCH SIZE FOR SIZE
⑦	REMOVE AND REPLACE EXISTING JALOUSIE WINDOWS SIZE FOR SIZE
⑧	INSTALL NEW FIBERGLASS 2 PANEL DOOR TO MATCH ORIGINAL 2 PANEL DOOR
⑨	NEW FIBERGLASS CRAFTSMAN STYLE KITCHEN DOOR
⑩	INSTALL NEW METAL FASCIAS TO EXISTING METAL CARPORT, INSTALL NEW 4 X 4 WHITE ALUMINUM POSTS WITH BASE PLATES
⑪	INSTALL NEW FIBERGLASS SHINGLE ROOFING (SHAKE LOOK) GAP LANDMARK
⑫	REPLACE ROTTED FASCIAS WITH COMPOSITE WOOD GRAIN TRIM
⑬	REPLACE EXISTING FASCIA BOARD WITH WOODGRAIN COMPOSITE
⑭	INSTALL NEW CRAFTSMAN STYLE EXTERIOR LIGHTING
⑮	REPAIR ORIGINAL WOOD PORCH POSTS, INSTALL NEW WOOD SIDING POST BASE TO FIT OVER NON ORIGINAL SMALL POST BASE. INSTALL WOOD OR ALUMINUM RAILING AT FRONT EDGE
⑯	REPAINT EXTERIOR

MODIFICATIONS TO
154 READ STREET
TARPON SPRINGS FL

PROPOSED
MODIFICATIONS

DRAWINGS PROVIDED BY:
CRANE BROOKING
112 EAST ORANGE STREET
T27-550-7507

DATE:

12/20/2023

SCALE:

AS NOTED

SHEET:

A-1



NOTE SCHEDULE	
①	PATCH HOLE IN ROOF SHEATHING
②	REMOVE AND REPLACE ORIGINAL WOOD WINDOWS, SIZE FOR SIZE
③	NEW CONCRETE STOOP @ DOORWAY
④	EXISTING CONDENSER ON ELEVATED PAD NO CHANGE
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⑪	INSTALL NEW FIBERGLASS SHINGLE ROOFING (SHAKE LOOK) GAF LANDMARK REPLACE ROTTED FASCIAS WITH COMPOSITE WOOD GRAIN TRIM
⑫	INSTALL NEW NON VENTED WHITE VINYL SOFFIT ON GABLE EAVES TO MATCH RAKE EAVES
⑬	REPLACE EXISTING FASCIA BOARD WITH WOODGRAIN COMPOSITE
⑭	INSTALL NEW CRAFTSMAN STYLE EXTERIOR LIGHTING
⑮	REPAIR ORIGINAL WOOD PORCH POSTS, INSTALL NEW WOOD SIDING POST BASE TO FIT OVER NON ORIGINAL SMALL POST BASE. INSTALL WOOD OR ALUMINUM RAILING AT FRONT EDGE
⑯	REPAINT EXTERIOR



§ 112.00 - MAINTENANCE AND REPAIR OF CONTRIBUTING STRUCTURES, AND HISTORIC, ARCHEOLOGICAL OR CULTURAL SITES IN HISTORIC AND CULTURAL DISTRICTS.

(A) Any person(s) owning, renting or managing a contributing structure, an historic, archaeological or cultural site or a traditional cultural property in an historic or cultural district shall not be permitted to cause such site(s), building(s) or structure(s) to deteriorate, become damaged, be vandalized or otherwise to fall into a state of disrepair by virtue of neglect and/or abandonment.

(B) Violations of this section will be referred to the Building Official for enforcement proceedings in accordance with the terms established for the Code Enforcement Board by Chapter 2, Article VIII and for the Board of Commissioners by Chapter 8, Article III of the Code of Ordinances for the City.

(C) The provision of this section shall be in addition to the provisions of the Standard Building Code and Standard Housing Code.



4.13 Universal Guidelines for Demolition

Historic buildings throughout the Tarpon Springs Historic District contribute to the overall historical and physical significance of the district; the loss of any one of these historic buildings could have a negative impact on the integrity of the district as a whole. As such, demolition is strongly discouraged for any historic building within the historic district. Demolition results in a loss of architectural and historical integrity and can dramatically change the character of a block or historic district. Demolition is generally discouraged; however, it may be approved in certain situations.

The decision to demolish a historic structure is a measure of last resort and shall be based on the demonstration that there is no other feasible alternative. Demolition can have a significant impact on the historic context of the district. Many older buildings offer character and quality that cannot be economically replicated today. Older buildings can be retrofitted to provide modern amenities.

The City of Tarpon Springs Heritage Preservation ordinance sets the following criteria to be considered in the review of demolitions:

- The historic, architectural or cultural significance of the building or structure,
- The importance of the building or structure to the ambiance of a district or to the patterns of land uses reflecting cultural traditions of the community or local ethnic group,
- The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material, detail or unique location,
- Whether the building or structure is one of the last remaining examples of its kind in the district or in the city,
- The future utilization of the site and/or group occupancy of the structure,
- Whether reasonable measures can be taken to save the building, structure or traditional cultural property, and,
- Whether the building, structure, or traditional cultural property is capable of earning a reasonable economic return and whether the perpetuation of the building or structure, considering its physical condition, its location, and anticipated expense of rehabilitation would be economically feasible.

If the demolition is denied, then the property owner can apply for an economic hardship exception. The hardship exception requires information regarding the cost of the proposed construction, additional cost incurred to comply with recommendations of the Heritage Preservation Board, structural soundness, market value of the property before and after demolition, the economic feasibility of rehabilitation, and, for income-producing property, the capitalization rate based on net operating income.

Guideline 41. Guidelines for Demolition of Historic Properties

- a. Establish a permanent record of the property prior to demolition. The level of documentation and the person responsible for producing the documentation will be determined by the Tarpon Springs HPB.
- b. Identify salvageable building materials and potential buyers or recipients of salvaged material before demolition.
- c. Protect historic site features, including mature trees and potential archaeological resources.
- d. Ensure the safety of the adjacent properties and historic resources.



PRELIMINARY STAFF RECOMMENDATION

Staff recommends **denial** of the project as presented by the applicant based on inconsistencies with the review criteria. If the Heritage Preservation Board (HPB) approves the application, the following conditions are recommended:

1. The parameters of Historic District Design Review Guidelines Manual (DRGM) Guideline 41 will be followed.
2. The Certificate of Approval will expire in three (3) years if a building permit has not been issued for the project.

The project was publicly noticed. No responses were received.



Renea Vincent, AICP, CPM
Director

City of Tarpon Springs, Florida

Planning and Zoning Department

324 E Pine Street

Tarpon Springs FL 34689

(727) 942-5611

March 6, 2024

Mr. Anthony Marterie
405 Innes Drive
Tarpon Springs, FL 34689
(tjm@norcoast.com, robin@cranebrookinc.com)

RE: **Certificate of Approval – 154 Read Street
Application #23-159**

To Whom it May Concern,

This letter serves to inform you that the City of Tarpon Springs Heritage Preservation Board, at their regular meeting of March 4, 2024, approved your request to replace windows, doors, and roof, install pavers or brick tile over existing concrete steps to the porch, install new non-vented white vinyl soffit on gable eaves to match rake eaves, replace existing fascia board with woodgrain composite, and add new aluminum posts and larger fascia to the existing carport at the contributing property at 154 Read Street. The following conditions of approval were specified:

1. The Certificate of Approval will expire in three (3) years if a building permit has not been issued for the project.

Please note that it is your responsibility to supply a copy of this letter with the application for a building permit when it is submitted. In the meantime, if you have any questions, please do not hesitate to contact me at 727-938-3711, ext. 2379.

Sincerely,

Caroline Lanford, AICP CTP
Principal Planner

cc: File #23-159



HISTORICAL STRUCTURE FORM

FLORIDA MASTER SITE FILE

Consult Guide To Historical Structure Forms for detailed instructions

Site # 8PI1598

Recorder # 248

Recorder Date 2/18/09

Original ☐Update ☒

Site Name 154 Read Street Other Names

Project Name Historic Resources Survey of Tarpon Springs

Historic Contexts Boom Times National Register Category Building

LOCATION and IDENTIFICATION

Address 154 Read Street

Vicinity of N side of Read between Grand and Spring

City Tarpon Springs County Pinellas

Ownership Private-individual Subdivision Block # Lot #

MAPPING

USGS Map TARPON SPRINGS Township 27S Range 15E Section 12

Quarter Qtr Qtr Irregular Section ☐ UTM Zone 17

Easting 327108 Northing 3114977 Land Grant Unknown

Latitude Longitude Plat or Other Map Aerial Photographs

HISTORY

Architect/Builder Unknown Construction Date 1926 Circa ☒Alterations ☒ Date c.1970 Type/Location some windows replaced, deck rebuilt in concreteAdditions ☒ Date Unknown Type/Location rear extension in line with the original house and roof lineMoved ☐ Original Location

Use Original Private residence Use Present Private residence

DESCRIPTION

Style Frame Vernacular Exterior Plan Rectangular Interior Plan Unknown Stories 1

Structural System Wood frame Exterior Fabric Weatherboard

Foundation Piers Foundation Materials Unknown Foundation Infill N/A

No. of Porches 1 Locations/Features nearly full width, integral, with concrete deck, supported by tapered wood posts on brick piers

Main Entrance (stylistic details): off-center entry under main porch

Outbldgs. ☐ Number Nature/Location (Describe below)

Roof Type Gable Roofing Materials Composition shingles

Secondary Structures ☒ Comments Metal carport Location east sideChimneys ☒ Number 1 Orientation East Location Ridge/Exterior Material BrickWood Windows ☒ Type DHS Light # 1/1Metal Windows ☒ Type SHS; Jalousie Light # 1/1

Exterior Ornament cornerboards, rafter tails, vents (lattice in gable end)

Condition Good Surroundings Residential

Narrative (general, interior, landscape, context; 3 lines only)

This asymmetrical façade residence has a front gable roof and separate 3/4 front gable porch supported by battered columns on brick piers. The soffits have been covered with aluminum panels.

Archaeological Remains Present ☐ FMSF Archaeological Site Form Completed (if yes, attach) ☐

Consult Guide To Historical Structure Forms for detailed instructions

RECORDER'S EVALUATION OF SITE

Individually Eligible for National Register? Yes ☐ No ☒ Likely, Need Information ☐ Insufficient Information ☐Potential Contributor to Nat. Reg. District? Yes ☒ No ☐ Likely, Need Information ☐ Insufficient Information ☐

Areas of Significance

Community planning & development

Summary of Significance

This resource is an example of residential architecture in Tarpon Springs during the Boom Times-era and is representative of the development of the City of Tarpon Springs. Although this building has undergone some minor alterations, the majority of architectural details remain and the overall historic massing is retained. Therefore, this building would be considered a contributing resource to the NRHP and Local Tarpon Springs Historic District.

DHR USE ONLY		OFFICIAL EVALUATIONS	DHR USE ONLY	
NR DATE ____/____/____	KEEPER-NR ELIGIBILITY ☐ yes ☐ no		Date	____/____/____
DELIST DATE ____/____/____	SHPO-NR ELIGIBILITY: ☐ yes ☐ no ☐ potentially elig. ☐ insufficient info		Date	____/____/____
	LOCAL DESIGNATION: _____		Date	____/____/____
	Local office _____			
National Register Criteria for Evaluation ☐ a ☐ b ☐ c ☐ d (See National Register Bulletin 15, p. 2)				

DOCUMENTATION

Research Methods Florida Site File for past architectural surveys; Florida Site File search; Local library; Tax records; Pedestrian; Sanborn maps

Bibliographic References Olausen, Stephen A. FMSF form for 8PI1598. on file, Florida Department of State, Division of Historic Resources, Tallahassee, Florida.

Location of Negatives Janus Research

Negative Numbers Roll 2885, #261, Facing NE

RECORDER INFORMATION

Recorder Name Janus Research

Recorder Affiliation JANUS RESEARCH, 1107 N. Ward Street, Tampa, Florida 33607 Telephone 813-636-8200

- REQUIRED:**
1. USGS 7.5' MAP WITH STRUCTURES PINPOINTED IN RED
 2. LARGE SCALE STREET OR PLAT MAP
 3. PHOTO OF MAIN FACADE, PREFERABLY B&W, AT LEAST 3x5



SKETCH MAP





Location of 8PI1598
USGS Quadrangle: Tarpon Springs (1973 PR 1987)

0 500 ft.

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

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 ANTHONY MARTERIE		Email TJM@NORCOAST.COM	
Address 405 INNESS DR			
City TS	State FL	Zip 34689	
Phone 4159875781	Fax	Cellular	

Applicant

Name ROBIN HANCOCK		Email ROBIN@CRANEBROOKINC.COM	
Address 623 E TARPON SVE			
City TS	State FL	Zip 34689	
Phone 727-580-7507	Fax	Cellular	

Agent (if applicable)

Name Same as applicant		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

General Information

Property Location or Address 154 READ ST TS FL 34689			
Legal Description (attach additional sheets as necessary)			
Tax Parcel Number(s) 12 27 15 15228 000 0080	Current Designations of Property <table border="1"> <tr> <td>Land Use Category residential medium</td> <td>Zoning District CRM</td> </tr> </table>	Land Use Category residential medium	Zoning District CRM
Land Use Category residential medium	Zoning District CRM		
Current Use of Property Vacant	Contributing Structure? ☒ YES ☐ NO		

Type of Proposed Activity: [please check all that apply]

- | | | | |
|--|---|--|--------------------------------------|
| ☒ Demolition | ☐ Relocation * | ☐ Structural Addition | ☐ Driveway |
| ☐ Renovation | ☐ New Construction | ☐ New Roof | ☐ Other _____ |

*** If Relocation, please indicate new location:**

New Property Location or Address			
Legal Description (attach additional sheets as necessary)			
Tax Parcel Number(s)	Current Designations of Property <table border="1"> <tr> <td>Land Use Category</td> <td>Zoning District</td> </tr> </table>	Land Use Category	Zoning District
Land Use Category	Zoning District		

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

General Building Information

Year Built 1920	Architectural Style FRAME VERNACULAR	Porches? ☒ YES ☐ NO
Original Use SFR	Present Use SFR	Proposed Use
Roof Type & Material FIBERGLASS SHINGLE		Exterior Siding Material WOOD

Previous Additions or Modifications: [please describe and include dates]

ALUMINUM CARPORT EXT DOORS ROOFING CONCRETE DRIVE

Description of Proposed Work:

DUE TO HURRICANE MILTON FLOODING DAMAGE, HOUSE TO BE DEMOLISHED.

For relocation or demolition, describe the property's physical condition, steps taken to save the property and whether renovation would be economically feasible:

POOR- FLOOR SYSTEM, UNDERLAYMENT, WOOD FLOORING IRREPAIRABLE. DRYWALL FINISH DAMAGED.

ALL EXTERIOR DOORS AND SOME WINDOWS ARE DAMAGED BEYOND REPAIR. CONSTRUCTION COSTS TO REPAIR IS NOT ECONOMICALLY FEASIBLE.

HOUSE NOW HAS APPARENT MOLD AND INSIDE WALLS AS WELL.

Requirements for Submission:

Please submit those items which have been checked by City staff:

- ☐ Completed original application with digital copies of all application documents
- ☒ \$50.00 application fee plus advertisement costs which will be invoiced upon calculation by Staff
- ☐ \$50.00 application fee for signs only
- ☐ Property survey, signed and sealed by a professional land surveyor
- ☐ Architectural floor plans and elevations (10 copies)
- ☐ Site Plan for new construction (10 copies)
- ☐ Landscaping plan (10 copies)
- ☐ Details of exterior modifications

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

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 ROBIN HANCOCK 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: _____	Title Holder/Property Owner: <u>ANTHONY MARTERIE</u>
Date: <u>10/30/2024</u>	Title Holder/Property Owner: <u><i>Anthony Marterie</i></u>
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 30 day of OCT., A.D., 2024
by ANTHONY MARTERIE, ~~who is personally known~~ to me or who has produced
PROPERTY OWNER NAME PRINTED
_____ as identification and who did (did not) take an oath.



DOREE ANN LESTER
Notary Public
State of Florida
Comm# HH498421
Expires 2/29/2028

NOTARY PUBLIC

Name: _____

Signature: _____

Stamp: _____

DOREE ANN LESTER

[Signature]

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

In reviewing an application for a Certificate of Approval, the Board shall consider the following Standards for Review:

- (1) The height and width of any proposed alteration or new construction shall be consistent with that of adjacent contributing structures and with those structures of similar character and architectural style found throughout the immediate neighborhood or the district.*
- (2) The width and height of windows, doors, and entries shall be consistent with the character of the building's original architectural style. Repair or replacement of missing architectural features such as windows, mullions, doors, entries, hand rails, etc., should be based on accurate duplications, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.*
- (3) The relationship of a structure within an historic or cultural preservation district to the open space between it and the street and to other buildings or scenic views, vistas or streetscapes characterizing the area, shall be protected through a site plan review process addressing setbacks, roof lines, garage placement, parking and access analysis and the use of landscaping.*
- (4) The shape and texture of the roof shall replicate the shape, texture and type of roof distinguishing the building's original architecture and on structures of similar style and age within the Historic and Cultural Preservation District.*
- (5) The size and mass (or shape) of the building after alteration shall be reflective of the building's original architectural style. The size and mass (or shape) of a proposed structure (new construction) should reflect the character of contributing buildings within the District as well as those immediately surrounding the subject property and shall include review of architectural elements such as roof lines, fenestration, and other components of facade design.*
- (6) Landscaping shall be utilized as a means to enhance the architectural character and appearance of the structure or traditional cultural property and to protect and define open spaces and pedestrian ways within Historic and Cultural Preservation Districts.*
- (7) Distinctive architectural features shall be repaired rather than replaced, wherever possible. Architectural details, including color, materials, texture, and site lighting shall be treated so as to make the building, structure, or traditional cultural property consistent with the property's original architectural style and character. New materials should replicate the material being replaced in composition, design, color, texture and other visual qualities.*
- (8) All buildings, structures, sites and traditional cultural properties shall be recognized as products of their own time. Alterations, modifications or other changes to a structure or traditional cultural property shall not attempt to create an earlier appearance than the original date of construction. Changes which may have taken place in the course of time are evidence of the history and development of the subject property and may have acquired significance in their own right. This significance shall be recognized and respected.*
- (9) The renovation of contributing structures in an historic or cultural district or designated sites shall meet the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.*
- (10) The proposed project shall conform with the other requirements of this Code and be in compliance with the applicable goals, objectives, and policies of the Comprehensive Plan.*
- (11) The impact upon archaeological sites shall preserve the integrity of the site.*

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS

PRINT NAME: Erica Contreras

WITNESS

PRINT NAME: Sabrina Layne

154 Read St Properties LLC

By:

Carlos J. Mazariegos, Manager

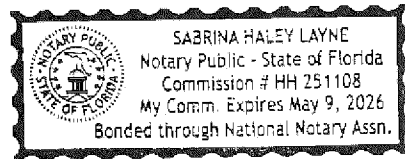
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of September, 2023 by Carlos J. Mazariegos, Manager of 154 Read St Properties LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

Sabrina Layne
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: X

Type of Identification Produced: photo ID



Crane Brook, Incorporated
623 East Tarpon Ave.
Tarpon Springs Florida 34689

PROPOSED COSTS

Date	PROJECT
10/31/2024	ELEVATE/REPAIR 154 R...

CUSTOMER
405 Inness Drive Tarpon Springs FL 34689

LOCATION
154 Read Street Tarpon Springs, FL 34689

ITEM	DESCRIPTION	COST
DESIGN	DESIGN AND PLANS FOR PERMITTING	6,000.00
ENGINEERING	STRUCTURAL ENGINEERING	2,500.00
ENVIRONMENTAL	ABATEMENT FOR LEAD	5,600.00
01 FOOTERS	NEW FOUNDATION	100.00
CMU WALLS	WALLS TO 6 FT	20.00
02 SOIL TREAT	TERMITE TREATMENT OF SOIL ONLY	300.00
03 SLAB	NONE	15.00
DEMOLITION	SELECTIVE DEMOLITION OF FRONT PORCH AND CARPORT	7,000.00
DEMOLITION	EXISTING FRAME, SIDING, ELEC. PLUMB ECT	6,000.00
FRAME LABOR	BUILD FLOOR SYSTEM, REBUILD EXIST EXT WALLS TO ATTACH TO NEW FLOOR JOIST	32,400.00
FRAME MATERIALS	FLOOR SYSTEM	18,000.00
DRYWALL	REMOVE/REPLACE ALL INTERIOR DRY WALL	18,000.00
INSULATION	INSTALL WALLS AND CEILING	7,000.00
SIDING	REPAIRS TO EXISTING SIDING	5,000.00
CABINETS	SMALL KITCHEN INCLUDING COUNTER TOP	10,500.00
PAINT	INTERIOR AND EXTERIOR	18,000.00
STUCCO	INSTALL STUCCO ON THE NEW FOUNDATION	4,320.00
EXTERIOR DOORS	NEW EXTERIOR DOORS, MATCH HISTORICALLY	2,500.00
DECKING LABOR	BUILD PORCH AND STAIRS FOR EGRESS	8,000.00
DECKING MATERIAL	PORCH	7,000.00
HVAC		7,000.00
INTERIOR DOORS	INTERIOR DOORS AND TRIM	7,000.00
ROOFING	REMOVE AND REPLACE	7,000.00
FLOORING	VINYL PLANK	7.00
PLUMBING	PLUMBING OF NEW BATH AND KITCHEN	12,000.00
PLUMBING FIXTURES	BATH AND KITCHEN FIXTURES	3,200.00
SEWER CONNECTI...	NEW SEWER LINE	15.00
ELECTRICAL CONN...	NEW UNDERGROUND/DUKE RESIDENTIAL	600.00
ELECTRICAL	WIRING AND OUTLETS TO CODE	8,000.00
LIGHTING	FIXTURES AND FANS	1,600.00
MISCELLANEOUS	TO RAISE AND MOVE THE HOUSE	15,000.00
WALKS/PADS	DRIVE AND WALKS	6,000.00
TOTAL		

Crane Brook, Incorporated
623 East Tarpon Ave.
Tarpon Springs Florida 34689

PROPOSED COSTS

Date	PROJECT
10/31/2024	ELEVATE/REPAIR 154 R...

CUSTOMER
405 Inness Drive Tarpon Springs FL 34689

LOCATION
154 Read Street Tarpon Springs, FL 34689

ITEM	DESCRIPTION	COST
EXCAVATION	SILT FENCE, ROUGH AND FINAL GRADE, COMPACTION TESTING, DRIVE CUT	6,000.00
WINDOWS	WINDOWS	18,000.00
LANDSCAPING	IRRIGATION AND LANDSCAPING	12,000.00
UNFORSEEN	MISCELLANEOUS 5% OF SUB TOTAL 337,605	337,605.00
PROFIT &OVERHEAD	PROFIT AND OVERHEAD	337,605.00
SUPERVISION	SITE SUPERVISION	3,000.00
ORIGINAL COST	PURCHASE PRICE \$400,000	400,000.00
TOTAL		\$823,126.00

August 29, 2024

Crane Brook Inc.
Ms. Ann Lester
Project Coordinator
122 East Orange Street
Tarpon Springs, FL 34689

**RE: LEAD-BASED PAINT SCREENING AT THE RESIDENTIAL STRUCTURE
WINDOW AREAS LOCATED AT 154 READ STREET IN TARPON SPRINGS,
FLORIDA**

Dear Ms. Lester:

Greenfield Environmental, Inc. (GE) has completed the lead-based paint screening at the above-referenced residential structure window areas. The survey was conducted on August 22, 2024 by Max Adamski. The lead screening was conducted in order to detect accessible lead-based paint at the interior and select exterior areas of the structure prior to upcoming renovations. Painted walls, soffit, fascia boards and window components were surveyed at the structure. All window areas at the structure were inspected. GE inspected the painted surfaces at the areas, which may be impacted during upcoming renovation activities.

The EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices. Painted surfaces to be impacted during renovation activities should be analyzed for lead-based paint prior to disturbing these painted building components.

The lead-based paint survey was performed utilizing a Sci Aps XRF series lead analyzer, which is accepted by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD). The XRF device was calibrated prior to and following our testing activities.

Eighteen (18) sample points were assessed with the XRF unit. A reading of 1.0 mg/cm^2 or greater with the Niton unit qualifies the paint as lead-based paint. The XRF results are located in **Appendix A**.

REGULATORY DEFINITIONS

HUD/EPA

Defines lead-based paint as coatings where the concentration of lead is equal to or greater than either 1.0 milligram of lead per square centimeter of surface area (1.0 mg/cm²) when tested by XRF or 0.5% by weight when analyzed by laboratory methods.

OSHA

Does not have a definition of lead-based paint. OSHA addresses lead that can become airborne if coatings containing any concentration of lead are disturbed during construction activities.

FINDINGS

The XRF results indicated that one (1) of the painted surfaces tested at the structure was determined to be a lead-based paint component. Lead-based paint was found at the south and east exterior white painted wooden window frames.

In addition, lead-containing paint was found at select painted surfaces tested, in which OSHA lead regulations do apply for personnel that will conduct renovation/construction operations. Please refer to **Appendix A** for all XRF lead sample locations and results.

CONCLUSIONS AND RECOMMENDATIONS

Lead-based paint was found during the lead-based paint screening at select building exterior window frame surfaces. These painted surfaces should not be scraped or damaged by untrained personnel. If these areas are to be disturbed, all work should be conducted by properly trained/certified personnel that are using proper engineering controls and proper protective equipment. Lead-containing paint was also present at select surfaces tested.

To comply with OSHA lead regulation 29 CFR 1926.62, this report should be made available to personnel that will conduct renovation operations at the structure. This regulation considers coatings that contain measurable amounts of lead to be lead-based paint and mandates protective measures when a construction/painting or demolition project involves the disturbance of painted components in such a way as to cause airborne emissions of lead particulates (sanding, scraping, grinding, etc.). These protective measures include: hazard communication training, personnel protection (respirators, protective suits, etc.), engineering controls and personnel air monitoring until results of the personnel monitoring indicate airborne lead concentrations below the Action Level (AL) of 30 micrograms per cubic meter as an eight-hour time weighted average (TWA).

LIMITATIONS

This sampling letter report has been prepared by GE in a manner consistent with industry standards exercised by members of the profession practicing under similar conditions. No other warranty, expressed or implied is made. The intent of this report is to assist the client in locating lead-based paint (LBP).

GE's interpretations and recommendations are based upon the results of the sampling and are in compliance with environmental regulations. This report was prepared solely for the use of **Crane Brook Inc.** and is not intended for use by third party beneficiaries. The client, shall indemnify and hold GE harmless against any liability or any loss arising out of or relating to reliance by any third party on any work performed thereunder, or the contents of this report.

GE is pleased to have been of assistance to you on this project and we look forward to working with you in the future. If you have any questions or if we can be of any further service, please do not hesitate to call us at (727) 896-1266.

Sincerely,

GREENFIELD ENVIRONMENTAL, INC.



Max Adamski
Project Manager



Nicholas Barron
EPA Certified Lead Risk Assessor
#LBP-R-I157098-2

1526-0800_LeadLetter
Enclosure

APPENDIX A
XRF RESULTS

**RESIDENTIAL STRUCTURE
WINDOW RENOVATION AREAS
154 READ STREET
TARPON SPRINGS, FLORIDA**

Sample #	Location	Component	Substrate	Color	Condition	Result (mg/cm ²)
C-1	Calibration	Standard Reference Material 2571	-----	White	-----	0.00
C-2	Calibration	Standard Reference Material 2573	-----	Red	-----	0.90
C-3	Calibration	Standard Reference Material 2572	-----	Yellow	-----	3.3
1	Exterior West	Window Trim	Wood	White	Good	0.020
2	Exterior South	Window Trim	Wood	White	Good	0.018
3	Exterior East	Window Trim	Wood	White	Good	0.00
4	Exterior North	Window Trim	Wood	White	Good	0.00
5	Exterior West	Window Frame	Metal	White	Good	0.42
6	Exterior South	Window Frame	Wood	White	Good	3.5
7	Exterior East	Window Frame	Wood	White	Good	3.1
8	Exterior North	Window Frame	Wood	White	Good	0.4
9	Exterior	Windowsill	Wood	White	Good	0.00
10	Exterior	Windowsill	Wood	White	Good	0.00
11	Exterior North	Fascia Board	Metal	White	Good	0.00
12	Exterior South	Fascia Board	Metal	White	Good	0.00
13	Exterior East	Fascia Board	Metal	White	Good	0.00
14	Exterior West	Fascia Board	Metal	White	Good	0.00
15	Exterior South	Soffit	Wood	White	Good	0.00
16	Exterior South	Soffit	Wood	White	Good	0.00
17	Interior East	Window Trim	Wood	White	Good	0.00
18	Interior West	Window Trim	Wood	White	Good	0.00

APPENDIX B
CERTIFICATIONS

United States Environmental Protection Agency

This is to certify that



Nicholas E Barron

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 29, 2024

LBP-R-I157098-2

Certification #

July 23, 2021

Issued On

A handwritten signature in black ink, appearing to read "Adrienne Priselac".

Adrienne Priselac, Manager, Toxics Office

Land Division

United States Environmental Protection Agency

This is to certify that



Greenfield Environmental, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires February 17, 2026

NAT-17768-1

Certification #

February 03, 2021

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Prepared by and return to:

Sabrina Layne
atCause Title Agency
314 South Missouri Avenue
Ste 201
Clearwater, FL 33756
(727) 339-7728
File No 2023-163-SL

Parcel Identification No 12-27-15-15228-000-0080

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 29th day of September, 2023 between 154 Read St Properties LLC, a Florida Limited Liability Company, whose post office address is 1037 Roundstone Place, Palm Harbor, FL 34683, of the County of Pinellas, State of Florida, Grantor, to Anthony J. Marterie, Trustee of The Marterie Family Trust dated March 15, 2010, whose post office address is 405 Inness Drive, Tarpon Springs, FL 34689, of the County of Pinellas, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$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 and assigns forever, the following described land, situate, lying and being in Pinellas, Florida, to-wit:

The West Half of Lot 8 and the East 29.5 feet of Lot 9, Block 60 and the vacated alley adjacent thereto, J.K. Cheyney's Subdivision, according to the plat thereof, as recorded in Plat Book 3, Page 16 of the Public Records of Pinellas County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

FULL POWER AND AUTHORITY IS HEREBY GRANTED TO THE TRUSTEES OR ITS SUCCESSORS TO PROTECT, CONSERVE, SELL, LEASE, ENCUMBER, ASSIGN, SATISFY OR OTHERWISE TO MANAGE OR DISPOSE OF THE REAL PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH THE FLORIDA STATUTE 689.071 AND FLORIDA STATUTE 689.073.

154 READ STREET / SCOPE OF WORK

CRANE BROOK INCORPORATED CBC1252143
623 EAST TARPON AVE. TARPON SPRINGS FL 34689

TO ELEVATE THE STRUCTURE, CONSTRUCT A BLOCK FOUNDATION APPROX 6' HIGH, WILL NOT BE VISUALLY IN KEEPING WITH THE SURROUNDING NEIGHBORHOOD.

EXISTING LOWEST LIVING = 5 FT RECVD 26" OF FLOODING (7.25')

RAISING 6 FT MIN.

NEW LOWEST LIVING = 10.5 FT. / REQUIRED BFE + FREE-BOARD ELEVATION OF 10'.

IT IS OF MY OPINION THE FOLLOWING:

1. A RAISING AND REPAIR OF THIS STRUCTURE WOULD NOT REMAIN IN KEEPING WITH THE NEIGHBORHOOD
2. RAISING DOES NOT REMAIN IN KEEPING WITH THE LOOK OF THE NEIGHBORHOOD
3. IN ORDER TO BE BROUGHT TO CODE COMPLIANCE FOR USE AS A SINGLE FAMILY DWELLING, FULL REPLACEMENT OF ALL MATERIALS IS REQUIRED MAKING RESTORATION IRRELEVANT
4. STRUCTURE DOES NOT HAVE ANY SIGNIFICANT HISTORICAL DETAILS THAT ARE DIFFICULT TO REPRODUCE
5. SOME MATERIALS HAVE EXCEEDED THEIR USEFULNESS
6. CURRENT STRUCTURAL ELEMENTS DO NOT MEET ANY BUILDING, ELECTRICAL, PLUMBING OR MECHANICAL CODES
7. COSTS TO REPAIR AND ELEVATE ARE ESTIMATED AT \$423,126 PLUS THE PURCHASE PRICE OF \$400,000 (AS PER THE TAX RECORDS).
A TOTAL COST OF \$823,126 FOR 780 SQ FT OF LIVING SPACE IS UNABLE TO CREATE AN ECONOMIC RETURN





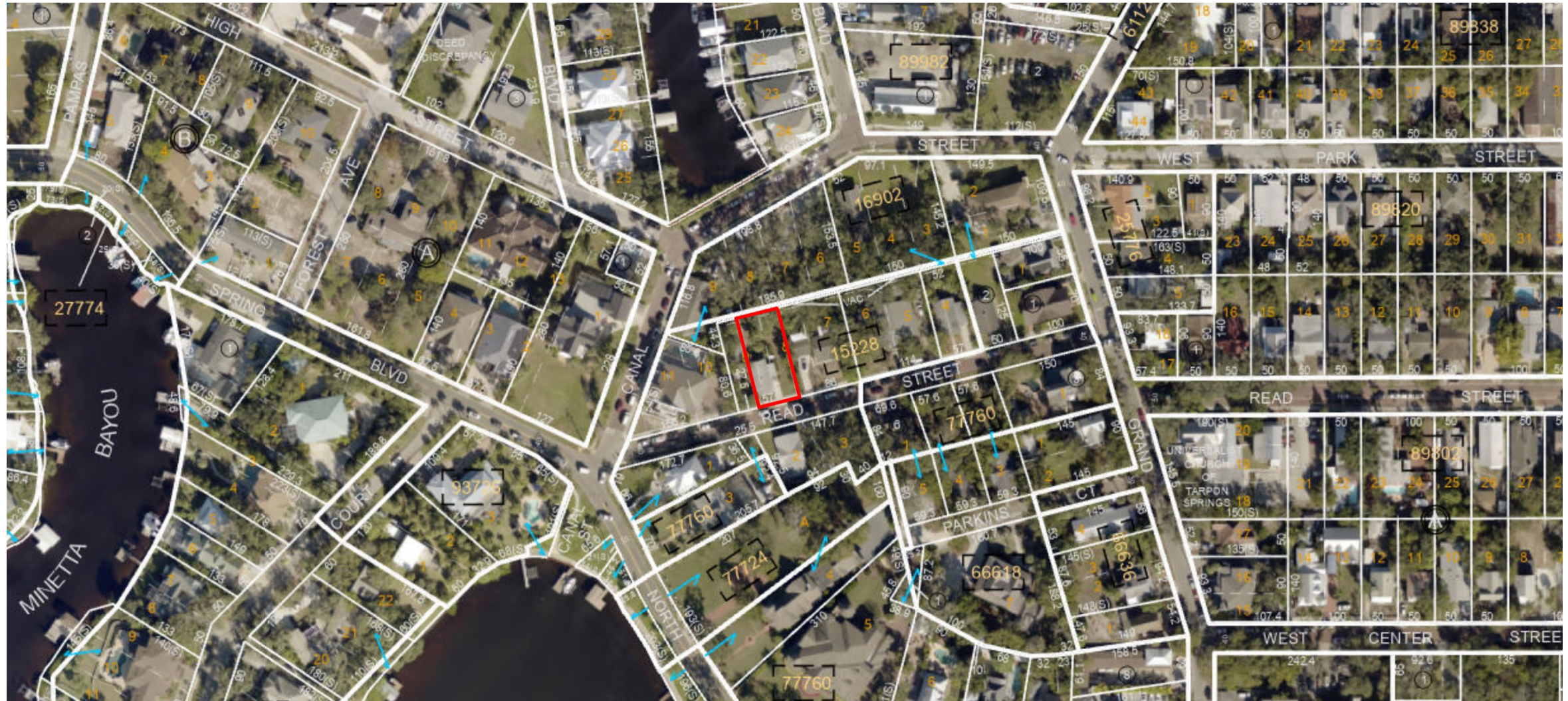


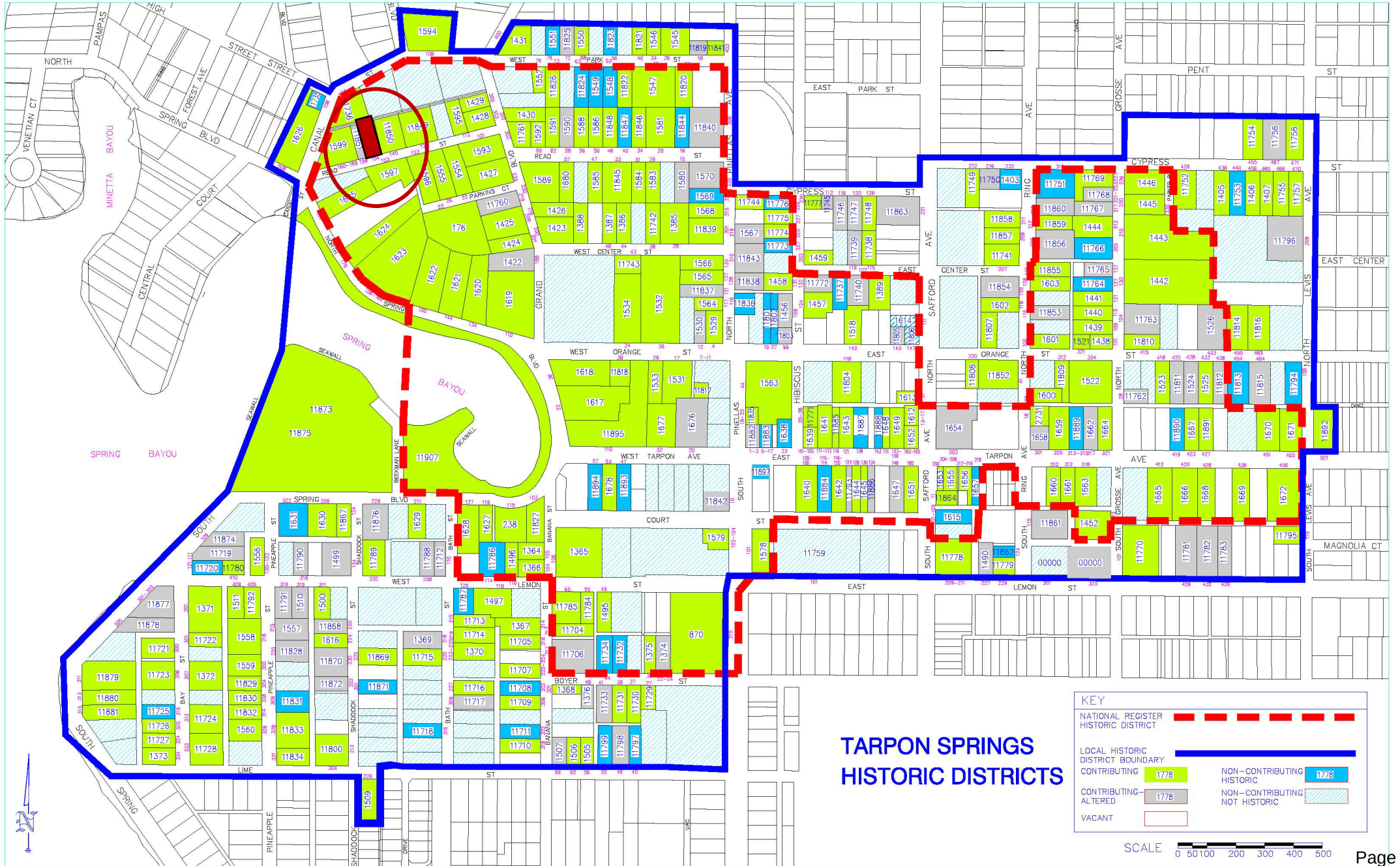
MARTERIE APPLICATION #24.78

Heritage Preservation Board, January 13, 2025



LOCATION & CONTEXT







REQUEST

- Certificate of Approval to demolish the contributing structure
- Lot Size: 7,096 square feet
- Architectural Type/Style: Frame Vernacular
- District Status: Contributing
- Florida Master Site File: 8PI1670
- Property Owner / Applicant: Marterie Family Trust, Owner/ Robin Hancock, Applicant

LEGAL DESCRIPTION

THE WEST 1/2 OF LOT 8 AND THE EAST 29.5 FEET OF LOT 9 AND THE VACATED ALLEY ADJACENT THERETO, J.K. CHEYNEY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE AE (BASE FLOOD ELEVATION OF 9 FEET), IN ACCORDANCE WITH THE FIRM MAP OF THE CITY OF TARPON SPRINGS, PINELLAS COUNTY, COMMUNITY NUMBER 120259 (MAP NUMBER 12103C-0019-H), MAP DATED AUGUST 24, 2021.

PREPARED FOR

154 READ STREET PROPERTIES, LLC.

SURVEY ABBREVIATIONS

[illegible]

GENERAL NOTES

- 1) THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES (THE "CERTIFIED PARTIES") SHOW HEDRON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESS, WRITTEN CONSENT OF GEORGE E. SHAW JR & ASSOCIATES, INC. (THE "SURVEY PARTY") AND THE CERTIFYING PROFESSIONAL SURVEYOR AND WARNER (THE "SHOWING SURVEYOR"). HEREINAFTER COLLECTIVELY REFERRED TO AS THE "SURVEYOR". NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THE CERTIFIED PARTIES SHOWN ON THIS SURVEY.
- 2) UNAUTHORIZED COPIES AND/OR REPRODUCTIONS BY ANY MEANS OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE SURVEYOR'S EXPRESS, WRITTEN CONSENT.
- 3) THE WORD "CERTIFY" AS SHOWN AND USED HEREIN, MEANS AN EXPRESSION OF THE SURVEYOR'S OPINION REGARDING THE FACTS OF THE SURVEY BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEYOR'S SIGNATURE CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED.
- 4) THIS SURVEY SHALL BE VALID FOR ONE (1) YEAR FROM THE DATE OF FIELD SURVEY SHOW HEDRON.
- 5) THIS PROPERTY WAS SURVEYED BASED ON THE PROPERTY'S LAND DESCRIPTION, AS SHOWN HEREIN UNLESS OTHERWISE STATED, WAS PROVIDED TO THE SURVEYOR BY THE CLIENT, OR CLIENT'S DESIGNATED AGENT.
- 6) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT AND IS SUBJECT TO ANY DEEDS, DONATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND/OR OTHER MATTERS OF RECORD. NO INSTRUMENTS OF RECORD INCLUDING CLAIMS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.
- 7) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER MATTERS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREIN AND MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 8) BASES OF BEARINGS: MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE, COORDINATE GRID NORTH, WEST ZONE 18 OF THE AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.
- 9) THERE ARE NO VISIBLE ENCUMBRANCES, EXCEPT AS SHOWN HEREIN.
- 10) THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES, NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREIN.
- 11) ALL BUILDING TRACES, PROPERTY MARKER LOCATIONS AND OTHER SITE IMPROVEMENT LOCATIONS SHOWN HEREIN ARE MEASURED PERPENDICULAR TO ADJACENT BOUNDARY LINES, UNLESS OTHERWISE STATED.
- 12) THE FLOOD ZONE DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND DOES NOT IMPLY THAT THE PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING AND DAMAGE. LARGER FLOODS THAN THOSE PRESENTED ON SAID MAP MAY OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE FLOOD INSURANCE RATE MAP "IS FOR INSURANCE PURPOSES ONLY" AND ANY DAMAGES THAT MAY RESULT FROM RELIANCE ON THIS FLOOD ZONE DETERMINATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. THE FLOOD ZONE LINES (IF ANY) SHOWN HEREIN ARE APPROXIMATE AND ARE BASED UPON A SEALED INTERPRETATION FROM THE FLOOD INSURANCE RATE MAP AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- 13) UNLESS OTHERWISE SHOWN, THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP LINES, LINES AFFECTED BY ADVERSE USE, LINES OF CONFLICTING/CONFLICTING OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.
- 14) NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.
- 15) BECAUSE OF THE POSSIBILITY OF MOVEMENT OF THE MONUMENTATION FROM ITS ORIGINAL POSITION BY PERSONS OTHER THAN THE SURVEYOR, IT IS RECOMMENDED THAT PRIOR TO ANY NEW IMPROVEMENTS ON THE PROPERTY THAT THE POSITION OF THE MONUMENTATION BE VERIFIED.
- 16) FENCES AND WALLS (IF ANY) SHOWN ALONG THE BOUNDARIES OF THIS PROPERTY ARE CATEGORIZED FOR CLARITY AND OWNERSHIP IS NOT DETERMINED. THE RES AT THE PROPERTY CORNERS OR AT SPECIFICALLY DESIGNATED POINTS ARE BASED UPON FIELD LOCATIONS. FENCES AND WALLS ALONG OTHER PROPERTY BOUNDARIES MEASURED AND ARE APPROPRIATE. PRIOR TO THE RECONSTRUCTION OF ANY FENCES OR WALLS IT WOULD BE PRUDENT TO HAVE THE BOUNDARY LINE STAVED.
- 17) THE PLOTTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SEALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
- 18) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY AND UNLESS OTHERWISE SHOWN, IS BASED ON EXISTING SURVEY MONUMENTATION AS FOUND IN THE FIELD.
- 19) THE ACCURACY OF THIS SURVEY, AS OBTAINED BY FIELD-MEASURED CONTROL MEASUREMENTS AND CALCULATIONS, MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY REQUIREMENT AS SPECIFIED IN THE NATIONAL TECHNICAL STANDARDS (2-11), (FLORIDA ADMINISTRATIVE CODE).
- 20) THIS SURVEY IS BEING CERTIFIED ACCORDING TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE (IF ANY).
- 21) UNLESS OTHERWISE STATED, THIS SURVEY SHALL NOT BE FILED FOR PUBLIC RECORDS WITHOUT THE KNOWLEDGE AND THE EXPRESS, WRITTEN CONSENT OF THE SURVEYOR.
- 22) UNLESS OTHERWISE SHOWN, THE DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS ADOPTED BY THE UNITED STATES BUREAU OF STANDARDS AND REFERS TO THE HORIZONTAL PLANE.
- 23) TREES BY NATURE ARE IRREGULAR IN SHAPE AND SIZE AND EVERY TREE IS MADE TO ACCURATELY LOCATE THEM. THE TREE SIZE IS DETERMINED AT CHEST HEIGHT DIAMETER AND THE TREE LOCATION IS CENTER OF THE TREE TRUNK. ANY TREE LOCATIONS THAT ARE CRITICAL TO IDENTIFICATION OF TREE SPECIES, ALL TREE TYPES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT ARE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.
- 24) THIS SURVEY SHALL NOT BE USED WITH A SURVEY ATTACHEM. AN INCOMPLETE SURVEY ATTACHEM CAN INCREASE THE OWNER/PROPERTY LIABILITY, DECREASE THEIR LEGAL RIGHTS AND PROTECTIONS WHICH ARE ATTACHED BY A CURRENT SURVEY AND MAY RESULT IN COSTLY LITIGATION. AN INCOMPLETE SURVEY ATTACHEM CAN BE THE RESULT OF CHANGES MADE TO THE PROPERTY SINCE THE DATE OF THE LAST SURVEY, WHICH MAY INCLUDE IMPROVEMENTS OR THE CORRECT ADJACENT OWNERS OR UTILITY COMPANIES OR CHANGES IN THE SURVEY BOUNDARY MONUMENTATION. USE OF THIS SURVEY BY A CONSULTING INSTITUTION OR TITLE COMPANY IN CONNECTION WITH A SURVEY ATTACHEM IS PROHIBITED AND SHALL RENDER THIS SURVEY NULL AND VOID.

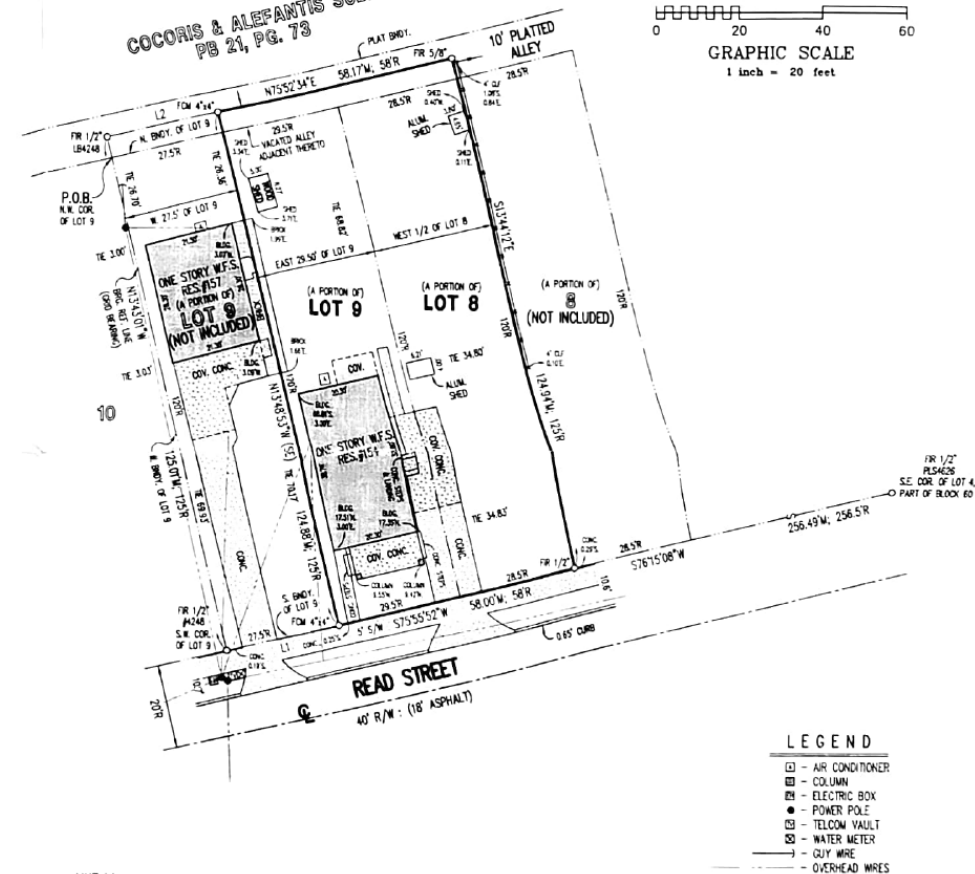
COCORIS & ALEFANTIS SUB.
PB 21, PG. 73



0 20 40 60

GRAPHIC SCALE

1 inch = 20 feet



LINE L1
S76°48'10"W - 27.48°N; 27.5°N
LINE L2
N77°04'09"E - 27.27°N; 27.5°N

BOUNDARY SURVEY

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expressed consent of GEORGE A. SHIMP II & ASSOCIATES, INC.
shall be prosecuted to the full extent of the law.
DO NOT COPY OR REPRODUCE

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 54-17 F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDESIGNED SURVEYOR WITHOUT THE ORIGINATED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MATTER.

JOB NUMBER: 210311 DATE SURVEYED: 8-25-2021
DRAWING FILE: 210311.DWG DATE DRAWN: 10-5-2021
LAST REVISION: N/A X REFERENCE: N/A

 **GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**
LAND SURVEYORS LAND PLANNERS
3301 DE SOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 764-5496 FAX (727) 766-1255

S.O.
LB 1834

Source:
realtor.com

FAÇADE JANUARY 2024



JANUARY 2024



JANUARY 2025



JANUARY 2025



JANUARY 2025



WATERLINE





154 READ STREET TARPON SPRINGS FL 34689

HOME OWNER: MARTERIE, ANTHONY J TRE, MARTERIE FAMILY TRUST
PROJECT: Exterior Modifications
ADDRESS: 154 Read Street
Tarpon Springs Florida 34689

LEGAL DESCRIPTION : THE WEST 1/2 OF LOT 8 AND THE EAST 29.5 FEET OF LOT 9 AND THE VACATED ALLEY ADJACENT THERETO, J.K. CHEYNEY'S SUBDIVISION OF PART OF BLOCK 60, ACCORDING TO THE MAP OR PLAT THERE OF, RECORDED IN PLAT BOOK 3, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE: AE / BFE.=9'

BLDG CODE & STANDARDS

FOR COMPLIANCE: FBC 8TH EDITION (2020) RESIDENTIAL
ELECTRICAL CODE: ELECTRICAL TO COMPLY WITH 2017 NEC

WIND SPEED: 145 EXPOSURE "B", CATEGORY II, ENCLOSED

BLDG PERMIT#: LEVEL 1 ALTERATION

BUILDING AREA: LIV.
Total 780 sq ft (NO CHANGE TO LIV. SQ FT)

ZONING AND SET BACKS

ZONING - CRM

SETBACKS:

FRONT 25'
SIDE 7.5'
REAR 20'



154 Read St - Google Maps, Page 1



MODIFICATIONS TO
154 READ STREET
TARPON SPRINGS FL

COVER SHEET

DRAWINGS PROVIDED BY:
CRANE BROOK INC
122 EAST ORANGE STREET
TARPON SPRINGS FL 34689
727-934-3442 / 727-930-1507

DATE:

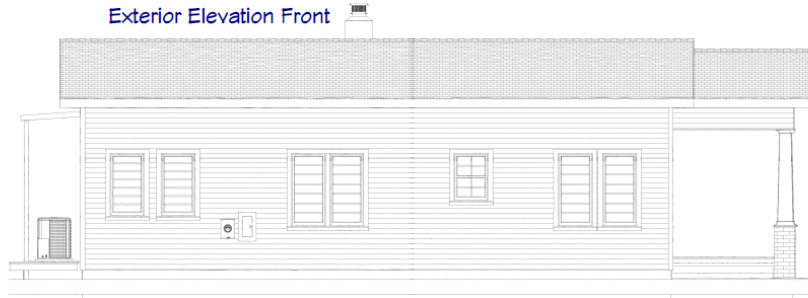
12/20/2023

SCALE:

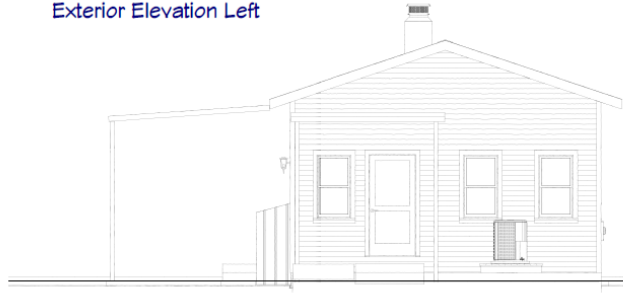
SHEET:



Exterior Elevation Front



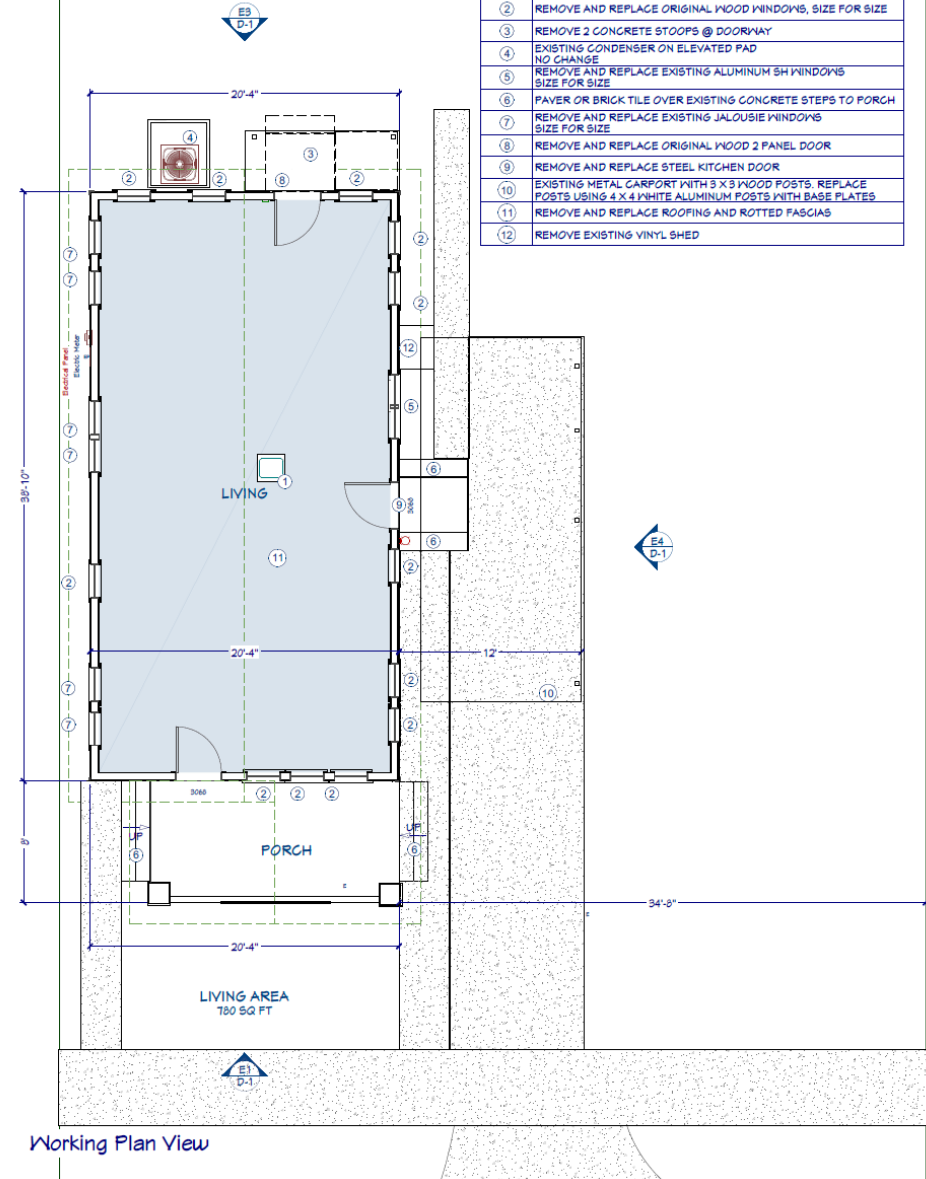
Exterior Elevation Left



Exterior Elevation Back



Exterior Elevation Right



NOTE SCHEDULE	
①	REMOVE EXISTING NON FUNCTIONING CHIMNEY
②	REMOVE AND REPLACE ORIGINAL WOOD WINDOWS, SIZE FOR SIZE
③	REMOVE 2 CONCRETE STOOPS @ DOORWAY
④	EXISTING CONDENSER ON ELEVATED PAD NO CHANGE
⑤	REMOVE AND REPLACE EXISTING ALUMINUM SH WINDOWS SIZE FOR SIZE
⑥	PAVER OR BRICK TILE OVER EXISTING CONCRETE STEPS TO PORCH
⑦	REMOVE AND REPLACE EXISTING JALOUSIE WINDOWS SIZE FOR SIZE
⑧	REMOVE AND REPLACE ORIGINAL WOOD 2 PANEL DOOR
⑨	REMOVE AND REPLACE STEEL KITCHEN DOOR
⑩	EXISTING METAL CARPORT WITH 3 X 3 WOOD POSTS, REPLACE POSTS USING 4 X 4 KINETIC ALUMINUM POSTS WITH BASE PLATES
⑪	REMOVE AND REPLACE ROOFING AND ROTTED FASCIA
⑫	REMOVE EXISTING VINYL SHEED

MODIFICATIONS TO
154 READ STREET
TARPON SPRINGS FL

DEMOLITION/EXISTING
CONDITIONS

DRAWINGS PROVIDED BY:
CRANE BROOK INC
122 EAST ORANGE STREET
TARPON SPRINGS FL 34689
727-934-5442 / 727-560-7507

DATE:

12/20/2023

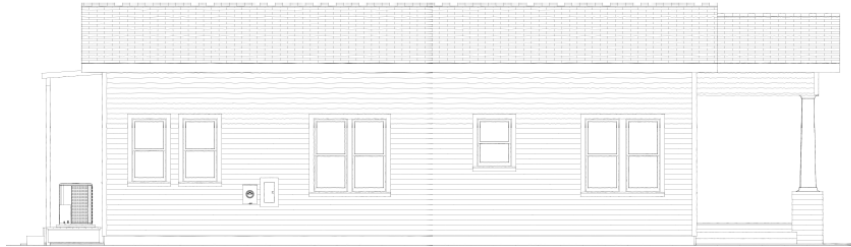
SCALE:

SHEET:

D-1



Exterior Elevation Front



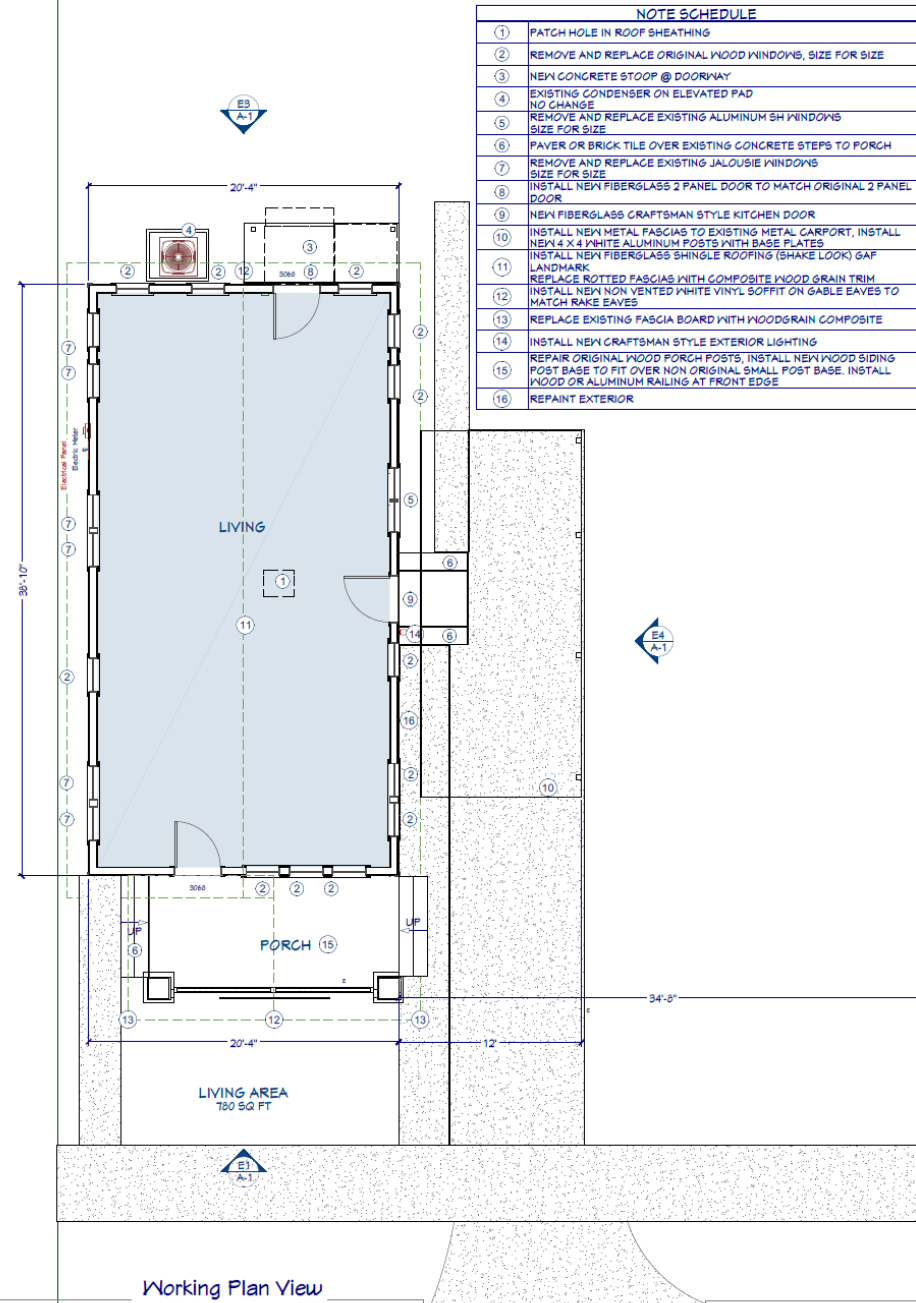
Exterior Elevation Left



Exterior Elevation Back



Exterior Elevation Right



MODIFICATIONS TO
154 READ STREET
TARPON SPRINGS FL

PROPOSED
MODIFICATIONS

DRAWINGS PROVIDED BY:
CRANE BROOKING
112 EAST ORANGE STREET
T27-550-7507

DATE:

12/20/2023

SCALE:

AS NOTED

SHEET:

A-1



NOTE SCHEDULE	
①	PATCH HOLE IN ROOF SHEATHING
②	REMOVE AND REPLACE ORIGINAL WOOD WINDOWS, SIZE FOR SIZE
③	NEW CONCRETE STOOP @ DOORWAY
④	EXISTING CONDENSER ON ELEVATED PAD NO CHANGE
⑤	REMOVE AND REPLACE EXISTING ALUMINUM SH WINDOWS SIZE FOR SIZE
⑥	PAYER OR BRICK TILE OVER EXISTING CONCRETE STEPS TO PORCH
⑦	REMOVE AND REPLACE EXISTING JALOUSIE WINDOWS SIZE FOR SIZE
⑧	INSTALL NEW FIBERGLASS 2 PANEL DOOR TO MATCH ORIGINAL 2 PANEL DOOR
⑨	NEW FIBERGLASS CRAFTSMAN STYLE KITCHEN DOOR
⑩	INSTALL NEW METAL FASCIAS TO EXISTING METAL CARPORT, INSTALL NEW 4 X 4 WHITE ALUMINUM POSTS WITH BASE PLATES
⑪	INSTALL NEW FIBERGLASS SHINGLE ROOFING (SHAKE LOOK) GAF LANDMARK REPLACE ROTTED FASCIAS WITH COMPOSITE WOOD GRAIN TRIM
⑫	INSTALL NEW NON VENTED WHITE VINYL SOFFIT ON GABLE EAVES TO MATCH RAKE EAVES
⑬	REPLACE EXISTING FASCIA BOARD WITH WOODGRAIN COMPOSITE
⑭	INSTALL NEW CRAFTSMAN STYLE EXTERIOR LIGHTING
⑮	REPAIR ORIGINAL WOOD PORCH POSTS, INSTALL NEW WOOD SIDING POST BASE TO FIT OVER NON ORIGINAL SMALL POST BASE. INSTALL WOOD OR ALUMINUM RAILING AT FRONT EDGE
⑯	REPAINT EXTERIOR



§ 112.00 - MAINTENANCE AND REPAIR OF CONTRIBUTING STRUCTURES, AND HISTORIC, ARCHEOLOGICAL OR CULTURAL SITES IN HISTORIC AND CULTURAL DISTRICTS.

(A) Any person(s) owning, renting or managing a contributing structure, an historic, archaeological or cultural site or a traditional cultural property in an historic or cultural district shall not be permitted to cause such site(s), building(s) or structure(s) to deteriorate, become damaged, be vandalized or otherwise to fall into a state of disrepair by virtue of neglect and/or abandonment.

(B) Violations of this section will be referred to the Building Official for enforcement proceedings in accordance with the terms established for the Code Enforcement Board by Chapter 2, Article VIII and for the Board of Commissioners by Chapter 8, Article III of the Code of Ordinances for the City.

(C) The provision of this section shall be in addition to the provisions of the Standard Building Code and Standard Housing Code.



4.13 Universal Guidelines for Demolition

Historic buildings throughout the Tarpon Springs Historic District contribute to the overall historical and physical significance of the district; the loss of any one of these historic buildings could have a negative impact on the integrity of the district as a whole. As such, demolition is strongly discouraged for any historic building within the historic district. Demolition results in a loss of architectural and historical integrity and can dramatically change the character of a block or historic district. Demolition is generally discouraged; however, it may be approved in certain situations.

The decision to demolish a historic structure is a measure of last resort and shall be based on the demonstration that there is no other feasible alternative. Demolition can have a significant impact on the historic context of the district. Many older buildings offer character and quality that cannot be economically replicated today. Older buildings can be retrofitted to provide modern amenities.

The City of Tarpon Springs Heritage Preservation ordinance sets the following criteria to be considered in the review of demolitions:

- The historic, architectural or cultural significance of the building or structure,
- The importance of the building or structure to the ambiance of a district or to the patterns of land uses reflecting cultural traditions of the community or local ethnic group,
- The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material, detail or unique location,
- Whether the building or structure is one of the last remaining examples of its kind in the district or in the city,
- The future utilization of the site and/or group occupancy of the structure,
- Whether reasonable measures can be taken to save the building, structure or traditional cultural property, and,
- Whether the building, structure, or traditional cultural property is capable of earning a reasonable economic return and whether the perpetuation of the building or structure, considering its physical condition, its location, and anticipated expense of rehabilitation would be economically feasible.

If the demolition is denied, then the property owner can apply for an economic hardship exception. The hardship exception requires information regarding the cost of the proposed construction, additional cost incurred to comply with recommendations of the Heritage Preservation Board, structural soundness, market value of the property before and after demolition, the economic feasibility of rehabilitation, and, for income-producing property, the capitalization rate based on net operating income.

Guideline 41. Guidelines for Demolition of Historic Properties

- a. Establish a permanent record of the property prior to demolition. The level of documentation and the person responsible for producing the documentation will be determined by the Tarpon Springs HPB.
- b. Identify salvageable building materials and potential buyers or recipients of salvaged material before demolition.
- c. Protect historic site features, including mature trees and potential archaeological resources.
- d. Ensure the safety of the adjacent properties and historic resources.



PRELIMINARY STAFF RECOMMENDATION

Staff recommends **denial** of the project as presented by the applicant based on inconsistencies with the review criteria. If the Heritage Preservation Board (HPB) approves the application, the following conditions are recommended:

1. The parameters of Historic District Design Review Guidelines Manual (DRGM) Guideline 41 will be followed.
2. The Certificate of Approval will expire in three (3) years if a building permit has not been issued for the project.

The project was publicly noticed. No responses were received.



Renea Vincent, AICP, CPM
Director

City of Tarpon Springs, Florida

Planning and Zoning Department
324 E Pine Street
Tarpon Springs FL 34689
(727) 942-5611

March 6, 2024

Mr. Anthony Marterie
405 Innes Drive
Tarpon Springs, FL 34689
(tjm@norcoast.com, robin@cranebrookinc.com)

RE: **Certificate of Approval – 154 Read Street
Application #23-159**

To Whom it May Concern,

This letter serves to inform you that the City of Tarpon Springs Heritage Preservation Board, at their regular meeting of March 4, 2024, approved your request to replace windows, doors, and roof, install pavers or brick tile over existing concrete steps to the porch, install new non-vented white vinyl soffit on gable eaves to match rake eaves, replace existing fascia board with woodgrain composite, and add new aluminum posts and larger fascia to the existing carport at the contributing property at 154 Read Street. The following conditions of approval were specified:

1. The Certificate of Approval will expire in three (3) years if a building permit has not been issued for the project.

Please note that it is your responsibility to supply a copy of this letter with the application for a building permit when it is submitted. In the meantime, if you have any questions, please do not hesitate to contact me at 727-938-3711, ext. 2379.

Sincerely,

Caroline Lanford, AICP CTP
Principal Planner

cc: File #23-159



HISTORICAL STRUCTURE FORM

FLORIDA MASTER SITE FILE

Consult Guide To Historical Structure Forms for detailed instructions

Site # 8PI1598

Recorder # 248

Recorder Date 2/18/09

Original ☐Update ☒

Site Name 154 Read Street Other Names

Project Name Historic Resources Survey of Tarpon Springs

Historic Contexts Boom Times National Register Category Building

LOCATION and IDENTIFICATION

Address 154 Read Street

Vicinity of N side of Read between Grand and Spring

City Tarpon Springs County Pinellas

Ownership Private-individual Subdivision Block # Lot #

MAPPING

USGS Map TARPON SPRINGS Township 27S Range 15E Section 12

Quarter Qtr Qtr Irregular Section ☐ UTM Zone 17

Easting 327108 Northing 3114977 Land Grant Unknown

Latitude Longitude Plat or Other Map Aerial Photographs

HISTORY

Architect/Builder Unknown Construction Date 1926 Circa ☒Alterations ☒ Date c.1970 Type/Location some windows replaced, deck rebuilt in concreteAdditions ☒ Date Unknown Type/Location rear extension in line with the original house and roof lineMoved ☐ Original Location

Use Original Private residence Use Present Private residence

DESCRIPTION

Style Frame Vernacular Exterior Plan Rectangular Interior Plan Unknown Stories 1

Structural System Wood frame Exterior Fabric Weatherboard

Foundation Piers Foundation Materials Unknown Foundation Infill N/A

No. of Porches 1 Locations/Features nearly full width, integral, with concrete deck, supported by tapered wood posts on brick piers

Main Entrance (stylistic details): off-center entry under main porch

Outbldgs. ☐ Number Nature/Location (Describe below)

Roof Type Gable Roofing Materials Composition shingles

Secondary Structures ☒ Comments Metal carport Location east sideChimneys ☒ Number 1 Orientation East Location Ridge/Exterior Material BrickWood Windows ☒ Type DHS Light # 1/1Metal Windows ☒ Type SHS; Jalousie Light # 1/1

Exterior Ornament cornerboards, rafter tails, vents (lattice in gable end)

Condition Good Surroundings Residential

Narrative (general, interior, landscape, context; 3 lines only)

This asymmetrical façade residence has a front gable roof and separate 3/4 front gable porch supported by battered columns on brick piers. The soffits have been covered with aluminum panels.

Archaeological Remains Present ☐ FMSF Archaeological Site Form Completed (if yes, attach) ☐

Consult Guide To Historical Structure Forms for detailed instructions

RECORDER'S EVALUATION OF SITE

Individually Eligible for National Register? Yes ☐ No ☒ Likely, Need Information ☐ Insufficient Information ☐Potential Contributor to Nat. Reg. District? Yes ☒ No ☐ Likely, Need Information ☐ Insufficient Information ☐

Areas of Significance

Community planning & development

Summary of Significance

This resource is an example of residential architecture in Tarpon Springs during the Boom Times-era and is representative of the development of the City of Tarpon Springs. Although this building has undergone some minor alterations, the majority of architectural details remain and the overall historic massing is retained. Therefore, this building would be considered a contributing resource to the NRHP and Local Tarpon Springs Historic District.

DHR USE ONLY		OFFICIAL EVALUATIONS	DHR USE ONLY	
NR DATE ____/____/____	KEEPER-NR ELIGIBILITY ☐ yes ☐ no		Date	____/____/____
DELIST DATE ____/____/____	SHPO-NR ELIGIBILITY: ☐ yes ☐ no ☐ potentially elig. ☐ insufficient info		Date	____/____/____
	LOCAL DESIGNATION: _____		Date	____/____/____
	Local office _____			
National Register Criteria for Evaluation ☐ a ☐ b ☐ c ☐ d (See National Register Bulletin 15, p. 2)				

DOCUMENTATION

Research Methods Florida Site File for past architectural surveys; Florida Site File search; Local library; Tax records; Pedestrian; Sanborn maps

Bibliographic References Olausen, Stephen A. FMSF form for 8PI1598. on file, Florida Department of State, Division of Historic Resources, Tallahassee, Florida.

Location of Negatives Janus Research

Negative Numbers Roll 2885, #261, Facing NE

RECORDER INFORMATION

Recorder Name Janus Research

Recorder Affiliation JANUS RESEARCH, 1107 N. Ward Street, Tampa, Florida 33607 Telephone 813-636-8200

- REQUIRED:**
1. USGS 7.5' MAP WITH STRUCTURES PINPOINTED IN RED
 2. LARGE SCALE STREET OR PLAT MAP
 3. PHOTO OF MAIN FACADE, PREFERABLY B&W, AT LEAST 3x5



SKETCH MAP





Location of 8PI1598
USGS Quadrangle: Tarpon Springs (1973 PR 1987)

0 500 ft.

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

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 ANTHONY MARTERIE		Email TJM@NORCOAST.COM	
Address 405 INNESS DR			
City TS	State FL	Zip 34689	
Phone 4159875781	Fax	Cellular	

Applicant

Name ROBIN HANCOCK		Email ROBIN@CRANEBROOKINC.COM	
Address 623 E TARPON SVE			
City TS	State FL	Zip 34689	
Phone 727-580-7507	Fax	Cellular	

Agent (if applicable)

Name Same as applicant		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

General Information

Property Location or Address 154 READ ST TS FL 34689			
Legal Description (attach additional sheets as necessary)			
Tax Parcel Number(s) 12 27 15 15228 000 0080	Current Designations of Property <table border="1"> <tr> <td>Land Use Category residential medium</td> <td>Zoning District CRM</td> </tr> </table>	Land Use Category residential medium	Zoning District CRM
Land Use Category residential medium	Zoning District CRM		
Current Use of Property Vacant	Contributing Structure? ☒ YES ☐ NO		

Type of Proposed Activity: [please check all that apply]

- | | | | |
|--|---|--|--------------------------------------|
| ☒ Demolition | ☐ Relocation * | ☐ Structural Addition | ☐ Driveway |
| ☐ Renovation | ☐ New Construction | ☐ New Roof | ☐ Other _____ |

*** If Relocation, please indicate new location:**

New Property Location or Address			
Legal Description (attach additional sheets as necessary)			
Tax Parcel Number(s)	Current Designations of Property <table border="1"> <tr> <td>Land Use Category</td> <td>Zoning District</td> </tr> </table>	Land Use Category	Zoning District
Land Use Category	Zoning District		

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

General Building Information

Year Built 1920	Architectural Style FRAME VERNACULAR	Porches? ☒ YES ☐ NO
Original Use SFR	Present Use SFR	Proposed Use
Roof Type & Material FIBERGLASS SHINGLE		Exterior Siding Material WOOD

Previous Additions or Modifications: [please describe and include dates]

ALUMINUM CARPORT EXT DOORS ROOFING CONCRETE DRIVE

Description of Proposed Work:

DUE TO HURRICANE MILTON FLOODING DAMAGE, HOUSE TO BE DEMOLISHED.

For relocation or demolition, describe the property's physical condition, steps taken to save the property and whether renovation would be economically feasible:

POOR- FLOOR SYSTEM, UNDERLAYMENT, WOOD FLOORING IRREPAIRABLE. DRYWALL FINISH DAMAGED.

ALL EXTERIOR DOORS AND SOME WINDOWS ARE DAMAGED BEYOND REPAIR. CONSTRUCTION COSTS TO REPAIR IS NOT ECONOMICALLY FEASIBLE.

HOUSE NOW HAS APPARENT MOLD AND INSIDE WALLS AS WELL.

Requirements for Submission:

Please submit those items which have been checked by City staff:

- ☐ Completed original application with digital copies of all application documents
- ☒ \$50.00 application fee plus advertisement costs which will be invoiced upon calculation by Staff
- ☐ \$50.00 application fee for signs only
- ☐ Property survey, signed and sealed by a professional land surveyor
- ☐ Architectural floor plans and elevations (10 copies)
- ☐ Site Plan for new construction (10 copies)
- ☐ Landscaping plan (10 copies)
- ☐ Details of exterior modifications

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

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 ROBIN HANCOCK 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: _____	Title Holder/Property Owner: <u>ANTHONY MARTERIE</u>
Date: <u>10/30/2024</u>	Title Holder/Property Owner: <u><i>Anthony Marterie</i></u>
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 30 day of OCT., A.D., 2024
by ANTHONY MARTERIE, ~~who is personally known~~ to me or who has produced
PROPERTY OWNER NAME PRINTED
_____ as identification and who did (did not) take an oath.



DOREE ANN LESTER
Notary Public
State of Florida
Comm# HH498421
Expires 2/29/2028

NOTARY PUBLIC

Name: _____

Signature: _____

Stamp: _____

DOREE ANN LESTER

[Signature]

CITY OF TARPON SPRINGS, FLORIDA
Heritage Preservation Board
Application for Certificate of Approval

In reviewing an application for a Certificate of Approval, the Board shall consider the following Standards for Review:

- (1) The height and width of any proposed alteration or new construction shall be consistent with that of adjacent contributing structures and with those structures of similar character and architectural style found throughout the immediate neighborhood or the district.*
- (2) The width and height of windows, doors, and entries shall be consistent with the character of the building's original architectural style. Repair or replacement of missing architectural features such as windows, mullions, doors, entries, hand rails, etc., should be based on accurate duplications, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.*
- (3) The relationship of a structure within an historic or cultural preservation district to the open space between it and the street and to other buildings or scenic views, vistas or streetscapes characterizing the area, shall be protected through a site plan review process addressing setbacks, roof lines, garage placement, parking and access analysis and the use of landscaping.*
- (4) The shape and texture of the roof shall replicate the shape, texture and type of roof distinguishing the building's original architecture and on structures of similar style and age within the Historic and Cultural Preservation District.*
- (5) The size and mass (or shape) of the building after alteration shall be reflective of the building's original architectural style. The size and mass (or shape) of a proposed structure (new construction) should reflect the character of contributing buildings within the District as well as those immediately surrounding the subject property and shall include review of architectural elements such as roof lines, fenestration, and other components of facade design.*
- (6) Landscaping shall be utilized as a means to enhance the architectural character and appearance of the structure or traditional cultural property and to protect and define open spaces and pedestrian ways within Historic and Cultural Preservation Districts.*
- (7) Distinctive architectural features shall be repaired rather than replaced, wherever possible. Architectural details, including color, materials, texture, and site lighting shall be treated so as to make the building, structure, or traditional cultural property consistent with the property's original architectural style and character. New materials should replicate the material being replaced in composition, design, color, texture and other visual qualities.*
- (8) All buildings, structures, sites and traditional cultural properties shall be recognized as products of their own time. Alterations, modifications or other changes to a structure or traditional cultural property shall not attempt to create an earlier appearance than the original date of construction. Changes which may have taken place in the course of time are evidence of the history and development of the subject property and may have acquired significance in their own right. This significance shall be recognized and respected.*
- (9) The renovation of contributing structures in an historic or cultural district or designated sites shall meet the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.*
- (10) The proposed project shall conform with the other requirements of this Code and be in compliance with the applicable goals, objectives, and policies of the Comprehensive Plan.*
- (11) The impact upon archaeological sites shall preserve the integrity of the site.*

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS

PRINT NAME: Erica Contreras

WITNESS

PRINT NAME: Sabrina Layne

154 Read St Properties LLC

By:

Carlos J. Mazariegos, Manager

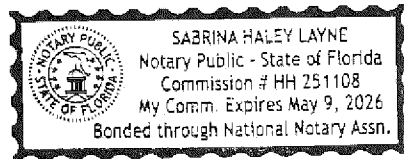
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of September, 2023 by Carlos J. Mazariegos, Manager of 154 Read St Properties LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

Sabrina Layne
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: X

Type of Identification Produced: photo ID



Crane Brook, Incorporated
623 East Tarpon Ave.
Tarpon Springs Florida 34689

PROPOSED COSTS

Date	PROJECT
10/31/2024	ELEVATE/REPAIR 154 R...

CUSTOMER
405 Inness Drive Tarpon Springs FL 34689

LOCATION
154 Read Street Tarpon Springs, FL 34689

ITEM	DESCRIPTION	COST
DESIGN	DESIGN AND PLANS FOR PERMITTING	6,000.00
ENGINEERING	STRUCTURAL ENGINEERING	2,500.00
ENVIRONMENTAL	ABATEMENT FOR LEAD	5,600.00
01 FOOTERS	NEW FOUNDATION	100.00
CMU WALLS	WALLS TO 6 FT	20.00
02 SOIL TREAT	TERMITE TREATMENT OF SOIL ONLY	300.00
03 SLAB	NONE	15.00
DEMOLITION	SELECTIVE DEMOLITION OF FRONT PORCH AND CARPORT	7,000.00
DEMOLITION	EXISTING FRAME, SIDING, ELEC. PLUMB ECT	6,000.00
FRAME LABOR	BUILD FLOOR SYSTEM, REBUILD EXIST EXT WALLS TO ATTACH TO NEW FLOOR JOIST	32,400.00
FRAME MATERIALS	FLOOR SYSTEM	18,000.00
DRYWALL	REMOVE/REPLACE ALL INTERIOR DRY WALL	18,000.00
INSULATION	INSTALL WALLS AND CEILING	7,000.00
SIDING	REPAIRS TO EXISTING SIDING	5,000.00
CABINETS	SMALL KITCHEN INCLUDING COUNTER TOP	10,500.00
PAINT	INTERIOR AND EXTERIOR	18,000.00
STUCCO	INSTALL STUCCO ON THE NEW FOUNDATION	4,320.00
EXTERIOR DOORS	NEW EXTERIOR DOORS, MATCH HISTORICALLY	2,500.00
DECKING LABOR	BUILD PORCH AND STAIRS FOR EGRESS	8,000.00
DECKING MATERIAL	PORCH	7,000.00
HVAC		7,000.00
INTERIOR DOORS	INTERIOR DOORS AND TRIM	7,000.00
ROOFING	REMOVE AND REPLACE	7,000.00
FLOORING	VINYL PLANK	7.00
PLUMBING	PLUMBING OF NEW BATH AND KITCHEN	12,000.00
PLUMBING FIXTURES	BATH AND KITCHEN FIXTURES	3,200.00
SEWER CONNECTI...	NEW SEWER LINE	15.00
ELECTRICAL CONN...	NEW UNDERGROUND/DUKE RESIDENTIAL	600.00
ELECTRICAL	WIRING AND OUTLETS TO CODE	8,000.00
LIGHTING	FIXTURES AND FANS	1,600.00
MISCELLANEOUS	TO RAISE AND MOVE THE HOUSE	15,000.00
WALKS/PADS	DRIVE AND WALKS	6,000.00
TOTAL		

Crane Brook, Incorporated
623 East Tarpon Ave.
Tarpon Springs Florida 34689

PROPOSED COSTS

Date	PROJECT
10/31/2024	ELEVATE/REPAIR 154 R...

CUSTOMER
405 Inness Drive Tarpon Springs FL 34689

LOCATION
154 Read Street Tarpon Springs, FL 34689

ITEM	DESCRIPTION	COST
EXCAVATION	SILT FENCE, ROUGH AND FINAL GRADE, COMPACTION TESTING, DRIVE CUT	6,000.00
WINDOWS	WINDOWS	18,000.00
LANDSCAPING	IRRIGATION AND LANDSCAPING	12,000.00
UNFORSEEN	MISCELLANEOUS 5% OF SUB TOTAL 337,605	337,605.00
PROFIT &OVERHEAD	PROFIT AND OVERHEAD	337,605.00
SUPERVISION	SITE SUPERVISION	3,000.00
ORIGINAL COST	PURCHASE PRICE \$400,000	400,000.00
TOTAL		\$823,126.00

August 29, 2024

Crane Brook Inc.
Ms. Ann Lester
Project Coordinator
122 East Orange Street
Tarpon Springs, FL 34689

**RE: LEAD-BASED PAINT SCREENING AT THE RESIDENTIAL STRUCTURE
WINDOW AREAS LOCATED AT 154 READ STREET IN TARPON SPRINGS,
FLORIDA**

Dear Ms. Lester:

Greenfield Environmental, Inc. (GE) has completed the lead-based paint screening at the above-referenced residential structure window areas. The survey was conducted on August 22, 2024 by Max Adamski. The lead screening was conducted in order to detect accessible lead-based paint at the interior and select exterior areas of the structure prior to upcoming renovations. Painted walls, soffit, fascia boards and window components were surveyed at the structure. All window areas at the structure were inspected. GE inspected the painted surfaces at the areas, which may be impacted during upcoming renovation activities.

The EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices. Painted surfaces to be impacted during renovation activities should be analyzed for lead-based paint prior to disturbing these painted building components.

The lead-based paint survey was performed utilizing a Sci Aps XRF series lead analyzer, which is accepted by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD). The XRF device was calibrated prior to and following our testing activities.

Eighteen (18) sample points were assessed with the XRF unit. A reading of 1.0 mg/cm^2 or greater with the Niton unit qualifies the paint as lead-based paint. The XRF results are located in **Appendix A**.

REGULATORY DEFINITIONS

HUD/EPA

Defines lead-based paint as coatings where the concentration of lead is equal to or greater than either 1.0 milligram of lead per square centimeter of surface area (1.0 mg/cm²) when tested by XRF or 0.5% by weight when analyzed by laboratory methods.

OSHA

Does not have a definition of lead-based paint. OSHA addresses lead that can become airborne if coatings containing any concentration of lead are disturbed during construction activities.

FINDINGS

The XRF results indicated that one (1) of the painted surfaces tested at the structure was determined to be a lead-based paint component. Lead-based paint was found at the south and east exterior white painted wooden window frames.

In addition, lead-containing paint was found at select painted surfaces tested, in which OSHA lead regulations do apply for personnel that will conduct renovation/construction operations. Please refer to **Appendix A** for all XRF lead sample locations and results.

CONCLUSIONS AND RECOMMENDATIONS

Lead-based paint was found during the lead-based paint screening at select building exterior window frame surfaces. These painted surfaces should not be scraped or damaged by untrained personnel. If these areas are to be disturbed, all work should be conducted by properly trained/certified personnel that are using proper engineering controls and proper protective equipment. Lead-containing paint was also present at select surfaces tested.

To comply with OSHA lead regulation 29 CFR 1926.62, this report should be made available to personnel that will conduct renovation operations at the structure. This regulation considers coatings that contain measurable amounts of lead to be lead-based paint and mandates protective measures when a construction/painting or demolition project involves the disturbance of painted components in such a way as to cause airborne emissions of lead particulates (sanding, scraping, grinding, etc.). These protective measures include: hazard communication training, personnel protection (respirators, protective suits, etc.), engineering controls and personnel air monitoring until results of the personnel monitoring indicate airborne lead concentrations below the Action Level (AL) of 30 micrograms per cubic meter as an eight-hour time weighted average (TWA).

LIMITATIONS

This sampling letter report has been prepared by GE in a manner consistent with industry standards exercised by members of the profession practicing under similar conditions. No other warranty, expressed or implied is made. The intent of this report is to assist the client in locating lead-based paint (LBP).

GE's interpretations and recommendations are based upon the results of the sampling and are in compliance with environmental regulations. This report was prepared solely for the use of **Crane Brook Inc.** and is not intended for use by third party beneficiaries. The client, shall indemnify and hold GE harmless against any liability or any loss arising out of or relating to reliance by any third party on any work performed thereunder, or the contents of this report.

GE is pleased to have been of assistance to you on this project and we look forward to working with you in the future. If you have any questions or if we can be of any further service, please do not hesitate to call us at (727) 896-1266.

Sincerely,

GREENFIELD ENVIRONMENTAL, INC.



Max Adamski
Project Manager



Nicholas Barron
EPA Certified Lead Risk Assessor
#LBP-R-1157098-2

1526-0800_LeadLetter
Enclosure

APPENDIX A
XRF RESULTS

**RESIDENTIAL STRUCTURE
WINDOW RENOVATION AREAS
154 READ STREET
TARPON SPRINGS, FLORIDA**

Sample #	Location	Component	Substrate	Color	Condition	Result (mg/cm ²)
C-1	Calibration	Standard Reference Material 2571	-----	White	-----	0.00
C-2	Calibration	Standard Reference Material 2573	-----	Red	-----	0.90
C-3	Calibration	Standard Reference Material 2572	-----	Yellow	-----	3.3
1	Exterior West	Window Trim	Wood	White	Good	0.020
2	Exterior South	Window Trim	Wood	White	Good	0.018
3	Exterior East	Window Trim	Wood	White	Good	0.00
4	Exterior North	Window Trim	Wood	White	Good	0.00
5	Exterior West	Window Frame	Metal	White	Good	0.42
6	Exterior South	Window Frame	Wood	White	Good	3.5
7	Exterior East	Window Frame	Wood	White	Good	3.1
8	Exterior North	Window Frame	Wood	White	Good	0.4
9	Exterior	Windowsill	Wood	White	Good	0.00
10	Exterior	Windowsill	Wood	White	Good	0.00
11	Exterior North	Fascia Board	Metal	White	Good	0.00
12	Exterior South	Fascia Board	Metal	White	Good	0.00
13	Exterior East	Fascia Board	Metal	White	Good	0.00
14	Exterior West	Fascia Board	Metal	White	Good	0.00
15	Exterior South	Soffit	Wood	White	Good	0.00
16	Exterior South	Soffit	Wood	White	Good	0.00
17	Interior East	Window Trim	Wood	White	Good	0.00
18	Interior West	Window Trim	Wood	White	Good	0.00

APPENDIX B
CERTIFICATIONS

United States Environmental Protection Agency

This is to certify that



Nicholas E Barron

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 29, 2024

LBP-R-1157098-2

Certification #

July 23, 2021

Issued On

A handwritten signature in black ink, appearing to read "Adrienne Prisela".

Adrienne Prisela, Manager, Toxics Office

Land Division

United States Environmental Protection Agency

This is to certify that



Greenfield Environmental, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires February 17, 2026

NAT-17768-1

Certification #

February 03, 2021

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Prepared by and return to:

Sabrina Layne
atCause Title Agency
314 South Missouri Avenue
Ste 201
Clearwater, FL 33756
(727) 339-7728
File No 2023-163-SL

Parcel Identification No 12-27-15-15228-000-0080

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 29th day of September, 2023 between 154 Read St Properties LLC, a Florida Limited Liability Company, whose post office address is 1037 Roundstone Place, Palm Harbor, FL 34683, of the County of Pinellas, State of Florida, Grantor, to Anthony J. Marterie, Trustee of The Marterie Family Trust dated March 15, 2010, whose post office address is 405 Inness Drive, Tarpon Springs, FL 34689, of the County of Pinellas, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$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 and assigns forever, the following described land, situate, lying and being in Pinellas, Florida, to-wit:

The West Half of Lot 8 and the East 29.5 feet of Lot 9, Block 60 and the vacated alley adjacent thereto, J.K. Cheyney's Subdivision, according to the plat thereof, as recorded in Plat Book 3, Page 16 of the Public Records of Pinellas County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

FULL POWER AND AUTHORITY IS HEREBY GRANTED TO THE TRUSTEES OR ITS SUCCESSORS TO PROTECT, CONSERVE, SELL, LEASE, ENCUMBER, ASSIGN, SATISFY OR OTHERWISE TO MANAGE OR DISPOSE OF THE REAL PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH THE FLORIDA STATUTE 689.071 AND FLORIDA STATUTE 689.073.

154 READ STREET / SCOPE OF WORK

CRANE BROOK INCORPORATED CBC1252143
623 EAST TARPON AVE. TARPON SPRINGS FL 34689

TO ELEVATE THE STRUCTURE, CONSTRUCT A BLOCK FOUNDATION APPROX 6' HIGH, WILL NOT BE VISUALLY IN KEEPING WITH THE SURROUNDING NEIGHBORHOOD.

EXISTING LOWEST LIVING = 5 FT RECVD 26" OF FLOODING (7.25')

RAISING 6 FT MIN.

NEW LOWEST LIVING = 10.5 FT. / REQUIRED BFE + FREE-BOARD ELEVATION OF 10'.

IT IS OF MY OPINION THE FOLLOWING:

1. A RAISING AND REPAIR OF THIS STRUCTURE WOULD NOT REMAIN IN KEEPING WITH THE NEIGHBORHOOD
2. RAISING DOES NOT REMAIN IN KEEPING WITH THE LOOK OF THE NEIGHBORHOOD
3. IN ORDER TO BE BROUGHT TO CODE COMPLIANCE FOR USE AS A SINGLE FAMILY DWELLING, FULL REPLACEMENT OF ALL MATERIALS IS REQUIRED MAKING RESTORATION IRRELEVANT
4. STRUCTURE DOES NOT HAVE ANY SIGNIFICANT HISTORICAL DETAILS THAT ARE DIFFICULT TO REPRODUCE
5. SOME MATERIALS HAVE EXCEEDED THEIR USEFULNESS
6. CURRENT STRUCTURAL ELEMENTS DO NOT MEET ANY BUILDING, ELECTRICAL, PLUMBING OR MECHANICAL CODES
7. COSTS TO REPAIR AND ELEVATE ARE ESTIMATED AT \$423,126 PLUS THE PURCHASE PRICE OF \$400,000 (AS PER THE TAX RECORDS).
A TOTAL COST OF \$823,126 FOR 780 SQ FT OF LIVING SPACE IS UNABLE TO CREATE AN ECONOMIC RETURN

Page 677 of 680





