



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34688-5004
(727) 938-3711
<http://www.ctsfl.us/agenda.htm>

SPECIAL SESSION AGENDA TUESDAY, NOVEMBER 2, 2021 6:30 PM – City Hall Auditorium

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENTS

CONSENT AGENDA:

1. SPECIAL EVENTS:
 - A. SECOND SATURDAY MARKET (REVISED)
 - B. SPONGE DOCKS ARTS & CRAFTS SHOW
2. AWARD FILE NO. 220038-C-AS CURED-IN-PLACE PIPELINING SERVICES UTILIZING CITY OF MILTON ITB NO. 2021.02
3. INCREASE FILE NO. 180129-C-CM FENCING, GATE OPERATORS AND HANDRAILS, PINELLAS COUNTY COOPERATIVE CONTRACT NO. 178-0122-BLN

SPECIAL CONSENT AGENDA:

4. HISTORIC MARKER PROGRAM UPDATE
5. APPROVE NAME CHANGE CLARK SALES DISPLAY, INC. FILE NO. 170084-C-CM LIGHTING SERVICES, HOLIDAY DISPLAY
6. AWARD BID NO. 220007-B-AM SIDEWALKS IMPROVEMENT
7. HOLIDAY BOAT PARADE (DEFERRED FROM OCTOBER 12, 2021, REGULAR SESSION)
8. INTERNAL AUDIT – CITY CLERK AND COLLECTIONS DEPARTMENT
9. AWARD FILE NO. 220011-N-JL RESILIENCY PLANNING SUPPORT SERVICES
10. LEMON AND SHADDOCK STREETS PAVING AND STORMWATER ALTERNATIVES
11. AUTHORIZE SETTLEMENT OF DELINQUENT ROLL OFF DUMPSTER ACCOUNT – MIDCOAST CONSTRUCTION ENTERPRISES, LLC AND JACK D. FULFORD, 100 DODECANESE BOULEVARD
12. AUTHORIZE SIGNING ASSIGNMENT OF SAVANNAH COVE GROUND LEASE AND CERTIFICATE AND ACCEPT DISCOUNTED PAYOFF ON PROMISSORY NOTE
13. APPROVE CITIZEN ENGAGEMENT PROGRAM FOR USE OF ARPA FUNDING

ORDINANCES AND RESOLUTIONS: (PUBLIC HEARINGS BEGIN AT 7:30 PM)

14. ORDINANCE 2021-25 APPLICATION 21-39, VACATION OF RIGHT OF WAY AT HUEY AVENUE NORTH OF LIVE OAK STREET, COTTON (1ST READING)
15. APPLICATIONS 21-116 AND 21-117, 369 AND 379 JERU BOULEVARD, STAMM (1ST READINGS)
 - A. ORDINANCE 2021-21 ANNEXATION
 - B. ORDINANCE 2021-22 FUTURE LAND USE
 - C. ORDINANCE 2021-23 REZONING

16. APPLICATION 21-105 NORTHSIDE ENGINEERING (1ST READINGS)
 - A. ORDINANCE 2021-18 ANNEXATION – 1954 SOUTH PINELLAS AVENUE
 - B. ORDINANCE 2021-19 FUTURE LAND USE (**DEFERRED**)
 - C. ORDINANCE 2021-20 REZONING (**DEFERRED**)
17. RESOLUTION 2021-54 APPLICATION 21-115 CONDITIONAL USE PRIVATE CLUB, 1254 S. PINELLAS AVENUE, AMERICAN LEGION
18. ORDINANCE 2021-14 APPLICATION 21-114 LAND DEVELOPMENT CODE AMENDMENT – A-FRAME SIGNS (1ST READING)
19. ORDINANCE 2021-14 APPLICATION 21-128 COMPREHENSIVE PLAN AMENDMENT – PROPERTY RIGHTS ELEMENT (1ST READING) (**DEFERRED TO DECEMBER 7, 2021 REGULAR SESSION**)

BOARD AND STAFF COMMENTS:
ADJOURNMENT



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 2, 2021

Subject: Special Event – Tarpon Springs Merchants Association
2nd Saturday Tarpon Springs Market
December 11, 2021

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Merchants Associations' special event application for the "2nd Saturday Tarpon Springs Market" on December 11, 2021, and the temporary closure of Mother Meres Parking Lot.

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

Background:

The Tarpon Springs Merchants Association has revised their application to include a 2nd Saturday Market on December 11, 2021, from 8:00 a.m. until 2:00 p.m. The market will be in combination with the City's Christmas Parade, and is being added as a way of helping to keep people in-town to visit shops and restaurants.

Will Private Security be Provided: Yes No Name of Private Company: N/A – no police needed
Will the Following be Provided: Traffic Control: Yes No Crowd Control: Yes No
Will Music be Provided: Yes No Hours of Play: hours of event Band: DJ: Other: Individual
Type & Location of Toilet Facilities: Public restrooms in City parking lot on Tarpon Avenue
Tent or Other Structure: Yes No Type of Structure: Pop Up Tent
How will Structure be Secured: As Required
Solid Waste Collection/Disposal: Yes No Dumpster: Rolloff: Other: The
Merchants Association will make sure garbage is disposed of in the parking lot dumpster.
If parade # of: Participants: Animals Floats: Bands: Other:
Amusement/Carnival Rides: Yes No Name of Company Providing Rides:
Types of Rides: Is Diagram of Layout Attached:
Yes No

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

Will Alcoholic Beverages be Served: Yes No Type of Alcoholic Beverages:

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

Equipment/Miscellaneous (please check if needed):

Barricades: How many: 12
Cones: How many: 6
Portable Stage: Location: N/A
Electricity Needed: Where: Meres parking lot
Public Restrooms: Hours of Opening/Closing: Open at 7:30 AM until regular closing time
Street Banners: Locations: City approved locations
Additional City Trash Cans: 6
Directional Parking Signs: Locations:
Other: SEE ATTACHED
Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes
No
If not, when will it be sent: Upon approval of event

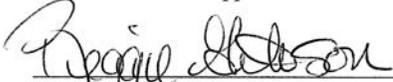
Is the Certificate of Insurance Attached: Yes No If not, when will it be sent: Prior to event

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

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes No

Failure to do so may result in forfeiture of deposit.

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



Signature of Applicant

3-11-21

Date





**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 2, 2021

Re: Special Event – Tarpon Springs Merchants Association
Sponge Docks Arts & Crafts Show
January 1-2, April 9-10, September 24-25, & October 22-23, 2022

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Merchants Association’s special event application for the “Sponge Docks Arts & Crafts Show” on January 1-2, April 9-10, September 24-25, & October 22-23, 2022, and the temporary closure of Dodecanese Blvd. (Athens to Roosevelt.), Hope St. (Dodecanese Blvd. to Hellas Parking Lot) and Dodecanese Restroom Parking Lot.

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

Background:

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

The hours of the event will be from 10:00 a.m. to 7:00 p.m. on Saturday and 10:00 a.m. to 6:00 p.m. on Sunday. Set-up will begin at 5:30 a.m. on Saturday and cleanup will end by at 8:00 p.m. on Sunday. The event will consist of vendors and food/beverages will be sold. All proceeds from this event will be used for advertising future events.

All set-up and clean-up will be the event sponsor’s responsibility, and they have notified area businesses that may be affected by this event.

It is understood that in order for the Sponsor to receive a permit to proceed, he/she must comply with the following:

- A Certificate of Insurance in the amount of \$1,000,000 naming the City as an “additional insured”.

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

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

Event Information:

Date of Application: September 30, 2021
Name of Event: Tarpon Springs Sponge Docks Craft Festival (f/k/a Sponge Docks Arts & Crafts Show)
Date(s) of Event: January 1-2, April 9-10, September 24-25, October 22-23, 2022

Alternate Date(s): N/A

Hours of Event: Saturday's – 10:00 am to 7:00 pm Sunday's – 10:00 am to 5:00 pm

Set up/break down time needed: Set up on Saturday's – 5:30 am Teardown on Sunday's – 8:00 pm

Type/Purpose of Event: Fundraiser for the Tarpon Springs Merchants Association. Event will include food vendors and craft vendors.

Location of Event (include map for parade/procession routes with assembly and disband points): Dodecanese Blvd. from Athens Street to Roosevelt. Also, Hope Street from Dodecanese Blvd. to beginning of Hellas parking lot.

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

Other: City parking lot on Dodecanese where public restrooms are. We are also getting the necessary paperwork to use Greek Island Imports and Louis Houllis' parking lots.

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

Applicant Information:

Name of Organization: Tarpon Springs Merchants Association

Registered Nonprofit Org.: Yes No

Organizations Address: P O Box 2793, Tarpon Springs FL 34688

Individual to Contact: Carol Rodriguez (Telephone #) 845-661-5518 (email) carolaer@ymail.com

Alternative Contact: Reggie Gibson (Telephone #) 727-543-1593 (email) tarponspringsflorida@gmail.com

General Information:

Number of Vendors: 100+ (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

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

Public parking lots and street parking

Approximate Number of Attendees: 1000-2000 Entrance Fee:\$ N/A

Location for Attendee Parking: Public parking lots and side streets.

Will Private Security be Provided: Yes No Name of Private Company: Event planner to provide information prior to the event.

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

Will Music be Provided: Yes No Hours of Play: Band: DJ: Other:

Type & Location of Toilet Facilities: Public restrooms in City parking lot and Sponge Exchange

Tent or Other Structure: Yes No Type of Structure:

How will Structure be Secured: As required

Solid Waste Collection/Disposal: Yes No Dumpster: Rolloff: Other: Will hire City employee from 2:00 pm until finished for both days.

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

Amusement/Carnival Rides: Yes No Name of Company Providing Rides:

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

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

Will Alcoholic Beverages be Served: Yes No Type of Alcoholic Beverages:

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

Equipment/Miscellaneous (please check if needed):

Barricades: How many: As needed per TSPD

Cones: How many: As needed per TSPD

Portable Stage: Location: n/a

Electricity Needed: Where: City poles

Public Restrooms: Hours of Opening/Closing: From 5:30 am on each Saturday to 8:00 pm on each Sunday

Street Banners: Locations: City approved locations

Additional City Trash Cans:

Directional Parking Signs: Locations: Where allowed

Other: Will hire City employee from 2:00 pm until finished for both days.

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

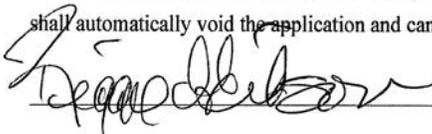
If not, when will it be sent:

Is the Certificate of Insurance Attached: Yes No If not, when will it be sent: When received from insurance company

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

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

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



9-30-21



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 *QL*
FROM: Anela Saday, Senior Procurement Analyst *AS*
DATE: 11/2/2021
SUBJECT: Award File No. 220038-C-AS, Cured-In-Place Pipelining Services, Utilizing City of Milton ITB No. 2021.02

RECOMMENDATION:

Award File No. 220038-C-AS, Cured-In-Place Pipelining Services utilizing City of Milton ITB No. 2021.02 to Advanced Pace Technologies d/b/a Advanced Plumbing Technology, LLC for the period of November 2, 2021 through April 12, 2022, in an amount not to exceed \$180,000.00, for the Public Services Department - Wastewater Collections and Wastewater Treatment Facility. Purchase Orders will only be issued against approved budgets.

BACKGROUND:

The purpose of this contract is to provide cured-in-place pipelining services used to repair deteriorating sewer lines and wastewater infrastructure as needed. This repair method is cost effective, minimizes traffic interruptions, and can extend the useful life of sewer lines. Maintaining the existing sewer lines is essential to the proper function of the City's wastewater collection system and wastewater treatment facility (see attached memo).

FUNDING: 402-4602-536.63 Water & Sewer Enterprise Fund Sewage Collection

Accepted by: _____
City Manager

Attest: _____
City Clerk



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: October 20, 2021
To: Janina Lewis, Procurement Services Director
Through: Paul Smith, Public Services Director PS
From: Ray Page, Utilities Superintendent
R. Thomas Kiger, P.E., Wastewater Division Manager
Subject: Authorize use of Advanced Plumbing Technology for cure-in-place pipe lining services annually utilizing City of Milton Contract ITB 2021.02 in an amount not to exceed \$180,000.00.

Recommendation

Authorize use of Advanced Plumbing Technology for cure-in-place pipe lining services annually utilizing City of Milton Contract ITB 2021.02 in an amount not to exceed \$180,000.00.

Background

Maintenance of existing sewer lines in the City's wastewater collection system is essential to the proper function of the wastewater collection system and wastewater treatment facility. Over time, sewer lines experience deterioration due to overhead traffic, the corrosivity of wastewater, and general material degradation. This can lead to increased groundwater infiltration, and the development of road depressions which can become a hazard to traffic if not addressed. The installation of cure-in-place structural liners is a common method for repairing sanitary sewer lines. This method of repairs is cost effective, minimizes interruptions to traffic, and can extend the useful life of sewer lines for twenty years or more.

The wastewater division has identified Advanced Plumbing Technology as an area supplier of cure-in-place pipe lining services. The City has contracted with Advanced Plumbing Technology on a trial basis for the repair of existing sewer lines in the last fiscal year, and Advanced Plumbing Technology provided significant cost savings and rapid response when requested.

The purpose of this contract is to have readily available cure-in-place pipe lining services available for utility needs to provide cost-effective and timely repair of deteriorating sewer lines and wastewater infrastructure as problems are identified via inspections. This will reduce the time needed for essential repairs and ensure quick restoration of reliable sanitary sewer service for our customers.

Funding

Funds have been budgeted in the Water and Sewer enterprise fund account 402-4602-536.63.



City of Milton

April 19, 2021

Advanced Pace Technologies
s/b/a Advanced Plumbing Technologies
c/o Taylor Yarkosky
638 E. Highway 50 Suite 4
Clermont, FL 34711

Dear Taylor Yarkosky,

We are happy to inform you that on April 13, 2021 the Milton City Council awarded

Annual Cured In Place Pipe to: Advanced Plumbing Technologies.

1st year will begin April 13, 2021 thru April 12, 2022.

This agreement may be renewed for 4 additional years to a maximum of 5 year.

Attached is the fee schedule submitted in your original proposal, and agreed upon by both parties.

Items needed:

- This form signed acknowledging agreement
- W-9
- Vendor Application (see attached)
- Certificate of Non-Discrimination (see attached)

Sincerely,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
P. O. Box 909
Milton, FL 32572
Email: purchasing@myMiltonFlorida.com
Ph: 850-983-5438

Acceptance of Notice

Receipt of the above notice is hereby acknowledged and accepted by: Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology

(company name)

The 19 day of April, 2021

By: Chris Parker

Title: VP of Sales

BIDDER'S DECLARATION
ITB 2021.02 Cured-In-Place Pipe Annual Contract

The firm/bidder understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. That the City of Milton reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City of Milton reserves the right to waive any technicalities and formalities in the proposal process.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids from interested parties at its offices located at City Hall, Milton, Florida. Any bid received after the bid deadline will **not** be considered.
7. Bids will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid in which there is an alteration of, or departure from the proposal form hereto attached.
9. The bid will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. Interested Parties shall submit all required forms and information simultaneously with sealed bid. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids.
11. Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
12. **NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
13. The successful bidder will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number
 - Vendor Application

- Certificates for Liability, Vehicle, and Worker’s Comp Insurance.
(City is to be named as additional insured.) Limitations are listed online.
 - Prompt Payment Affidavit
14. That they have carefully read and fully understand the full scope of the specifications.
 15. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
 16. All bidders are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
 17. That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance – if required. (A declaration of insurance form must be provided before any work will begin.)
 18. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, DNobles@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
 19. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening but may not be withdrawn after such date and time.
 20. That by submission of this bid the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
 21. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid.
 22. Recommendations are posted on city web page via agendas prior to award.
 23. Any protests are handled per the City’s Purchasing Policy and F.S. 120.57(3).

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology

Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711

Address/City/Zip

352-593-5140 ext. 103

Zoie@chooseapt.com

Phone

Email

Taylor Yarkosky

CEO/Owner

Contact Name

Title


Company Representative Signature

03-08-2021

Date

BID FORM
ITB 2021.02 Cured-In-Place Pipe Annual Contract
Schedule of Prices **Quantities are estimated.
All 49 items are defined at the end of this document.

1	Television Inspection	3,000	LF	\$1.00	\$3,000.00
2	8" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$20.00	\$2,000.00
3	10" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$25.00	\$2,500.00
4	10" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$25.00	\$2,500.00
5	12" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$30.00	\$3,000.00
6	12" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$30.00	\$3,000.00
7	15" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$35.00	\$3,500.00
8	15" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$35.00	\$3,500.00
9	15" CIPP (felt) Mainline Rehabilitation (10.5MM)	350	LF	\$35.00	\$12,250.00
10	18" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$45.00	\$4,500.00
11	18" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$45.00	\$4,500.00
12	18" CIPP (felt) Mainline Rehabilitation (13.5MM)	381	LF	\$45.00	\$17,145.00
13	21" CIPP (felt) Mainline Rehabilitation (10.5MM)	100	LF	\$55.00	\$5,500.00
14	21" CIPP (felt) Mainline Rehabilitation (13.5MM)	100	LF	\$55.00	\$5,500.00
15	21" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$55.00	\$5,500.00
16	24" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$78.00	\$7,800.00
17	24" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$78.00	\$7,800.00
18	24" CIPP (felt) Mainline Rehabilitation (16.5MM)	1200	LF	\$78.00	\$93,600.00
19	30" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$108.00	\$10,800.00
20	30" CIPP (felt) Mainline Rehabilitation (18.0MM)	600	LF	\$112.00	\$67,200.00
21	36" CIPP (felt) Mainline Rehabilitation (16.5MM)	100	LF	\$138.00	\$13,800.00
22	36" CIPP (felt) Mainline Rehabilitation (21.0MM)	100	LF	\$145.00	\$14,500.00
23	42" CIPP (felt) Mainline Rehabilitation (19.5MM)	100	LF	\$182.00	\$18,200.00
24	42" CIPP (felt) Mainline Rehabilitation (24.5MM)	100	LF	\$195.00	\$19,500.00
25	48" CIPP (felt) Mainline Rehabilitation (22.5MM)	100	LF	\$228.00	\$22,800.00
26	48" CIPP (felt) Mainline Rehabilitation (28.5MM)	100	LF	\$238.00	\$23,800.00
27	Sanitary Sewer Mainline Cleaning (<=12" dia)	100	LF	\$1.50	\$150.00
28	Sanitary Sewer Mainline Cleaning (>12" - 21" dia)	100	LF	\$3.50	\$350.00
29	Sanitary Sewer Mainline Cleaning (>21" - 24" dia.)	1200	LF	\$3.50	\$4,200.00
30	Sanitary Sewer Mainline Cleaning (>24" - 48" dia.)	1000	LF	\$5.50	\$5,500.00
31	Emergency Mobilization for Work Order	5	EA	\$2,500.00	\$12,500.00
32	Mobilization/Demob for Bypass Pumping (<= 12" dia.)	5	EA	\$100.00	\$500.00
33	Mobilization/Demob for Bypass Pumping (>12" - 21" dia.)	5	EA	\$100.00	\$500.00
34	Mobilization/Demob for Bypass Pumping (> 21" - 24" dia.)	3	EA	\$200.00	\$600.00
35	Mobilization/Demob for Bypass Pumping (> 24" - 48" dia.)	2	EA	\$200.00	\$400.00
36	Sewer Bypass Pumping (<= 12" dia.)	200	HR	\$5.00	\$1,000.00
37	Sewer Bypass Pumping (>12" - 21" dia.)	75	HR	\$5.00	\$375.00
38	Sewer Bypass Pumping (> 21" - 24" dia.)	20	HR	\$10.00	\$200.00
39	Sewer Bypass Pumping (> 24" - 48" dia.)	20	HR	\$10.00	\$200.00
40	Remove Protruding Service	10	EA	\$150.00	\$1,500.00
41	Service Reinstatement	10	EA	\$150.00	\$1,500.00
42	Dye Testing to Locate Active Service Connection	10	EA	\$5.00	\$50.00

Item	Description	Quantity	Unit	Unit Price	Amount
43	Silt Fence for Erosion Control	20	LF	\$1.00	\$20.00
44	Hay Bales for Erosion Control	20	EA	\$7.00	\$140.00
45	Mulching and Grassing for Erosion Control	100	SY	\$2.00	\$200.00
46	Sod	100	SY	\$5.00	\$500.00
47	Remove and Reset Fencing - Chain Link	30	LF	\$2.00	\$60.00
48	Remove and Reset Fencing - Wood Privacy	30	LF	\$2.00	\$60.00
49	Maintenance of Traffic	10	DAY	\$200.00	\$2,000.00

Total Base Bid Amount \$ 410,200.00

License # CGC1524334

Attach list of references (3–5) from last 5 years.

Attach narrative of qualifications.

Acknowledgement of Addendums: 1 *(list numbers or N/A)*

NOTE: The Quantities listed in this proposal are for determining the low bidder and in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.

When agreed to by the Contractor and approved by the Owner, the Contract Time may be extended in one-year increments for four (4) additional years for a maximum Contract period of five (5) years. However, no guarantee is implied or expressed that said extension of the Contract Time will be approved after the initial duration of the Contract. At renewals unit prices may be adjusted for cost increase with agreement by both the City and Contractor.

The undersigned agrees to the above terms and conditions.

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology

Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711

Address/City/Zip

407-492-8881

Zoie@chooseapt.com

Phone

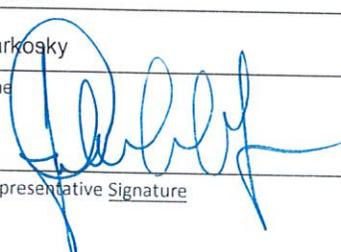
Taylor Yarkosky

Email

Contact Name

CEO/Owner

Title

Company Representative  Signature

03-08-2021
Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
ITB 2021-02 Cured-In-Place Pipe Annual Contract

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified firm to install cured-in place pipe (CIPP) to rehabilitate existing storm drain and sanitary sewer mains on an as-needed basis throughout the Contract's performance period. There are no predetermined quantities on which to base a fixed amount of work to be performed. The estimated amount for the work under this contract is \$200,000 per year. But that value could be slightly more or much less depending on a variety of factors. The quantities listed in the Schedule of Prices above in no way represent the quantities to be performed in this annual contract. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed in the Schedule of Prices.

B. PROJECT BACKGROUND & PURPOSE:

In the event that any sanitary sewer overflow (SSOs) occurs as a result of Contractor's operations, including but not limited to bypass pumping on flow diversion activities, or any failures therein, Contractor shall be responsible for all cleanup operations required thereby as well as paying all fines and penalties attendant thereto.

1. **Storm Water and sewer bypass pumping/piping:** On projects requiring temporary sewer bypass pumping/piping, it is the Contractor's responsibility to furnish, install, operate, and remove the appropriately sized materials and equipment and employ the site appropriate means and methods by which to complete this task without causing sewer spills, overflows, sewer backup into customers' homes, or service disruptions to CITY OF MILTON sewer customers. Regardless of the means and methods chosen by the Contractor.
2. **CITY OF MILTON Supplied Water for Project Use:** CITY OF MILTON will provide water for sewer cleaning and CIPPL inversion and curing. Prior to use, Contractor must request that Owner place a meter and backflow preventer on a selected hydrant.
3. **Disposal of Debris/Solids Removed from the Sanitary Sewer:** Disposal of the liquid only from mainline cleaning operations shall be decanted into the sanitary sewer system under the supervision of the Owner. Disposal of the debris/solids removed from the sanitary sewer system shall be made at the City of Milton Wastewater Treatment Plant on Municipal Drive, Milton.
4. All proposed products not specifically indicated herein must be pre-approved by the Public Works prior to opening of bids by the City of Milton. Proposed products shall be submitted to the Public Works for review no later than two weeks prior to the bid date listed in the Invitation to Bid. Proposed products submitted for review after that date will not be accepted.
5. The CONTRACTOR shall submit proof of experience with the proposed product being installed in similar size and installation conditions of this project to the OWNER for review during evaluation of products.

6. The CONTRACTOR shall employ an experienced crew using the same product and installation conditions of this project for all work being performed under this contract. The OWNER reserves the right to review the experience of the proposed crew during evaluation of bids.
7. The required work shall be issued to the Contractor from the Owner periodically as work orders identifying specific individual storm drain and sanitary sewer main segments to be rehabilitated along with storm drain and sanitary sewer system maps identifying the locations of the pipe segments. Generally, the value of work required per work order shall be no less than \$20,000 as based on the unit prices on the Contractor's Schedule of Prices. However, the Owner may also provide work orders requiring less than \$10,000 of work for emergency situations requiring immediate rehabilitation work. There may be months when no work order is provided.
8. The work orders may or may not include work in the same geographic area. The Contractor shall complete each work order in its entirety to the Owner's satisfaction before a new work order will be provided by the Owner. The Owner may identify priority items of work on each work order. The Contractor shall complete all priority items prior to beginning other items of work on a work order.
9. SPECIAL CONDITIONS:
 - Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner reserves the right to revise the rehabilitation limits and/or methods proposed. Should deteriorated piping be discovered that is not suitable for rehabilitation, the Contractor shall identify such piping to the Owner and said piping may be replaced under another contract. Performing point repairs is not a part of this contract. When the Contractor determines a main cannot be rehabilitated due to misaligned joints or other defects that would normally require a point repair, the Contractor shall inform the Owner of the defect.
 - The Owner will perform the needed point repair in-house or through another contract. The Owner desires to have the required work completed as soon as possible following award of the Contract and issuance of a work order. The Contractor shall consider this schedule requirement when submitting proposals.
10. **Non-Emergency Work Orders:** The Contractor shall be given twenty-one (21) calendar days to begin work on each work order after the date on which said work order is issued to the Contractor. Actual Contract time requirements will be prorated based on the total amount of work to be performed in each work order. The Contractor shall achieve Substantial Completion of the listed work no later than twenty-one (21) calendar days for each \$20,000.00 of work required in the work order, rounded up to the nearest whole day. The Contractor shall achieve Final Completion no later than three (3) calendar days after Substantial Completion. For example, if the Contractor is given a work order to perform \$150,000 of work, Substantial Completion shall occur no later than fifty-three (53) calendar

days from issuance of the work order calculated as follows: 21 days to begin plus 21 days per \$100,000 ($\$150,000/\$100,000 \times 21 \text{ days} = 31.5 \text{ days} \approx 32 \text{ days}$). Any requests for time extension must be made to the Owner through the Public Works at the time of the delay. The Contractor shall provide two or more crews when required to complete the work provided in each work order in the above timeframe. Should the Contractor not respond in the time required, the Owner may elect to terminate the contract or have the work performed by others.

11. **Emergency Work Orders:** The Contractor shall mobilization and begin work within twenty-four (24) hours of being notified by the Owner. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed. Bid Item 31: Emergency Mobilization for Work Order, is provided to compensate the contractor for emergency work orders.
12. If the Contractor must remove and reset fencing to access sanitary sewer manholes requiring work, removal and resetting of fencing will be based upon the unit price bid per linear footage (LF) of various types of fencing removed and reset. Measurement will be made only for the length authorized by the OWNER to be removed and reset. Posts, fencing or other materials, lost, damaged, or destroyed by the Contractor's operations shall be replaced with new material of the same type that existed prior to removal at the Contractor's expense. Fences that are removed and authorized by the Owner not to be reset will not be paid for.
13. When necessary to allow CIPP installation to storm drain and sanitary sewer mains adjacent to manholes receiving force main discharge, the Contractor shall coordinate manual operation of lift stations with OWNER. Only CITY OF MILTON personnel will be permitted to operate lift stations. A minimum of 48 hour written notice (not including weekends and holidays) shall be given to OWNER.
14. The Contractor shall also provide the Owner with a list of (24/7) emergency and non-business hour telephone numbers for principal staff of this project.
15. Prior to start of construction of each work order, the Contractor shall prepare and submit for approval to the Owner a copy of the proposed sequence of construction operations for the required work. A sequence of operations must be approved by the Owner prior to the beginning of construction work.
16. The Contractor shall maintain prominent and clear labeling of its company name and its local phone number on a minimum of one (1) vehicle on the project site at all times during construction activities.
17. The Contractor shall restore all broken mitered pipe ends, concrete swales, and other items to their original or better condition when damaged by the Contractor's operations. Unless specifically approved by the Public Works, these costs will be the responsibility of the Contractor. Therefore, the Contractor is responsible for documenting the pre-construction condition of all workareas.

18. OWNER will issue final acceptance of each individual work order once the work called for have been completed and the storm drain, and sewer system is operational. Final acceptance will be contingent on the acceptable restoration of all areas disturbed during construction. OWNER will also require the Contractor to provide his written warranty and Contractor's Final Affidavit. Upon final payment to the Contractor by the Owner, the Contractor's warranty period will begin for the work completed under that work order.
19. Each lump sum and unit bid price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
20. The CONTRACTOR shall receive and accept the compensation provided in the Schedule of Prices and the Contract as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from any discrepancy between the actual quantities of Work and quantities herein estimated by the PUBLIC WORKS, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the OWNER.
21. The prices stated in the Schedule of Prices include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Schedule of Prices shall be in accordance with the description of that item in this Section.
22. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been defined by a Schedule of Prices payment item, he shall include the cost for that Work in some other applicable bid item, so that his Proposal for the project reflects his total price for completing the Work in its entirety.
23. The cost of dewatering, safety, regulatory compliance, maintenance of traffic, restoration, environmental protection including construction entrances, testing, television inspection, and other work not specified but required to complete the Work as necessary will not be separately paid for but shall be considered as incidental to other bid items and included in the prices bid for them.
24. MEASUREMENT & PAYMENT, ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES OR OF ITEMS OF WORK. Due to the nature of an annual contract, the actual quantities required cannot be predetermined. Adjustment of unit prices will not be allowed regardless if a pay item is not used or used excessively
25. ALTERATIONS. Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner

reserves the right to revise the rehabilitation limits and/or methods proposed. Any such changes will not result in an adjustment to the bid prices.

26. RELATED PROVISIONS Payments to CONTRACTOR: Refer to the Agreement. Changes in Contract Price: Refer to the agreement.

27. REMOVAL OF PROTRUDING SERVICE CONNECTIONS

General – Description – Precautions

- Furnish all equipment, labor, tools, materials, and incidentals necessary to internally remove portions of service connections protruding into the sewer main.
- Ensure that the sewer is clean of all dirt and debris following removal of protruding service connections.
- Maintain wastewater flows, including bypass pumping, as required at all times during the performance of the Work.
- Television Inspection.
- Cleaning of Sewers.
- Take precautions to protect sewer mains and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- Do not allow the sewer to fill with sewage above the crown of any pipe, or beyond any elevation below the crown that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

Products - Equipment

- Remove the service connection with an internal, remote-controlled intruding pipe remover. Excavation and replacement of the protruding service connection will not be allowed unless specifically indicated on the Drawings.
- The equipment shall be capable of cutting concrete, poly-vinyl chloride pipe, vitrified clay pipe, or other materials commonly used for pipe construction with the exception of cast iron or steel.
- Pull the equipment through the sewer using winches and a cable set up between adjacent manholes.
- If necessary, position the equipment using a CCTV camera in conjunction with the cutter assembly.

Execution - Performance

- Remove the protruding service connection to the point where it is flush with the inside wall of the sewer main.
- Remove protruding service lateral prior to the Post-construction TV Inspection specified in Section 02651, Television Inspection.
- Protect existing sewer lines and service connections from damage caused by improper use of the equipment.
- As directed by the PUBLIC WORKS, immediately repair damage to a sewer or service connection caused by removal of a protruding service at no additional

- compensation.
- Remove all dirt and debris from the sewer following completion of protruding service connection removal in that reach.

28. BID ITEMS DEFINED (49 items listed on bid sheet)

a. Bid Item 1: Television Inspection

- Measurement: The quantity for this Item shall be the linear feet of storm drain and sewer pipe internal television inspected measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe inspected.
- Payment: The unit price for this Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals to perform all aspect of the internal television inspection of the sanitary sewer mains. The television inspection shall be performed to indicate both pre-construction conditions and post-construction conditions. Payment per linear foot for this item is one time per line segment. Payment for cleaning of the existing sewer mains shall be made under bid items 27 thru 30. Each service connection shall be video inspected from within the main using a pan and tilt camera head so that the camera can video the interior of the lateral at the connection. The pre-rehabilitation and post-rehabilitation video shall be provided together so that the post-rehab footage will directly follow the pre-rehab footage for each segment of main rehabilitated. Sewer main segments determined from pre-rehab video as not needing lining shall be on a separate recording from those mains lined. All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements.

b. Bid Items 2 thru 26: CIPP Mainline Rehabilitation

- Measurement: The quantity for these Items shall be the linear feet of various diameter sewer pipe lined with CIPP felt liner of various thicknesses measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe lined.
- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals, for all aspects of installing CIPP in existing sanitary sewer piping, whose condition is classified as fully deteriorated. Payment for this item shall include tie-ins of the CIPP to existing manholes and debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

- c. **Bid Items 27 thru 30: Sanitary Sewer Mainline Cleaning**
- Measurement: The quantity for these Items shall be the linear feet of various diameter storm water and sewer pipe cleaned measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipelined.
 - Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of cleaning various diameter storm water and sanitary sewer mains to remove debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.
- d. **Bid Item 31: Emergency Mobilization for Work Order**
- Measurement: The quantity for this Item shall be per each emergency response within twenty- four (24) hours of being notified by the Owner.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals required to mobilization and begin work within twenty-four (24) hours of being notified by the Owner. All other bid items shall apply accordingly. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed.
- e. **Bid Item 32 thru 35: Mobilization/Demobilization for Sewer Bypass Pumping**
- Measurement: The quantity for these Items shall be mobilization/demobilization for various diameters of storm water and sanitary sewer mains per each work order general vicinity. These items shall include up to 1,200 feet of discharge.
 - Payment: The unit price for these Items shall be a full compensation for mobilizing and demobilizing all personnel, materials, equipment, and incidentals necessary per each work order location to perform bypass pumping for the cleaning and lining of storm water and sewer mains and rehabilitating manholes. The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times. The unit price bid for these items shall include up to 1,200 feet of discharge. If more than 1,200 feet of discharge is required a price will be negotiated for the additional footage. These pay items are in addition to Pay Item Sewer Bypass Pumping.
- f. **Bid Items 36 thru 39: Sewer Bypass Pumping**
- Measurement: The quantity for these Items shall be per hour of bypass pumping of various diameters of sanitary sewer mains. Bypass time shall begin

when the sewer main flow is diverted through the pump to a downstream manhole and ends when the sewer main flow returns to the storm water and sanitary sewer main.

- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to bypass the existing storm water and sanitary sewer mainline of various sizes for one (1) hour to perform the required work. When bypassing sewer mains > 24" - 48", the contractor shall provide a person on site (24/7) throughout the bypassing operation to monitor the flow.

g. Bid Item 40: Remove Protruding Service

- Measurement: The quantity for this Item shall be the number of protruding laterals removed.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of removing protruding service laterals to be flush with the existing sewer main to allow for installation of CIPP. The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection.

h. Bid Item 41: Service Reinstatement

- Measurement: The quantity for this Item shall be the number of active lateral taps and drop connections reinstated through the new cured-in-place pipe liner.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of reinstatement of lateral and drop connections as specified and shown. No payment shall be made for the reinstatement of capped tap connections.

i. Bid Item 42: Dye Testing to Locate Active Service Connection

- Measurement: The quantity for this Item shall be per each property containing a building requiring a dye test to locate the lateral.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to perform dye testing at one (1) property parcel containing a home or business as necessary to determine the location of the active service connection serving said property. In general, each property parcel shall have only one (1) service connection. Properties having more than one active connection shall immediately be brought to the attention of the Owner. Payment for this item shall include coordination of dye testing with businesses or homes, coordination of dye testing with the Owner's project representative, and television inspection as necessary to determine the location of the active service connection. Payment for reinstatement of the active service connection will be at the unit price bid.

j. Bid Item 43: Silt Fence for Erosion Control

- Measurement: The quantity for this Item shall be linear foot of silt fence installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one linear foot of silt fence for erosion control as per Florida

Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

- k. **Bid Item 44: Hay Bales for Erosion Control**
- Measurement: The quantity for this Item shall be per each hay bale installed for erosion control.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain each hay bale for erosion control as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.
- l. **Bid Item 45: Mulching and Grassing for Erosion Control**
- Measurement: The quantity for this Item shall be per square yard of mulching and grassing installed for erosion control.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of mulching and grassing for erosion control.
- m. **Bid Item 46: Sod**
- Measurement: The quantity for this Item shall be square yard of sod installed.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of sod to match the existing grassing.
- n. **Bid Item 47: Remove and Reset Fencing-Chain Link**
- Measurement: The quantity for this Item shall be linear foot of existing chain link fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing chain link fence to allow for access to the existing manholes to perform the required rehabilitation.
- o. **Bid Item 48: Remove and Reset Fencing-Wood Privacy**
- Measurement: The quantity for this Item shall be linear foot of existing wood privacy fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing wood privacy fence to allow for access to the existing manholes to perform the required rehabilitation.
- p. **Bid Item 49: Maintenance of Traffic**
- Measurement: The quantity for this Item shall be for all items necessary for a complete traffic maintenance system for each day (24hour period) that traffic control measures are necessary in addition to cones and flagmen.
 - Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of developing, implementing, and maintaining the necessary traffic maintenance beyond the typical cones and flagmen to allow for the cleaning, television inspection and CIPPL of the storm water and sanitary sewer mains for each day (24-hour period)

requiring traffic maintenance measures issued in a work order. All maintenance of traffic shall be performed in accordance with state and local authorities. The use of only cones and flagmen for maintenance of traffic shall be considered incidental to the television inspection.

C. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

D. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes this this contract necessary.

E. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.



City of Milton

DRUG-FREE WORKPLACE (F.S. 287.087)

Preference to businesses with drug-free workplace programs.—Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business'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.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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, any 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 5 days after such conviction.
- (5) 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Vendor Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

Date:

03-08-2021

We have a drug-free workplace program. yes; or no (check one)

Vendor's Signature



City of Milton

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Milton, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES

NO

NAME(S)

POSITION(S)

Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology

Firm Name

By (Signature):

638 E Highway 50 Ste 4, Clermont, FL 34711

Address

E-Mail: Zoie@chooseapt.com

Taylor Yarkosky

By (Printed):
CEO/Owner

Title

407-492-8881

Phone No.



City of Milton

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Lake

Taylor Yarkosky

Owner, Partner or Officer of Firm

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology, 638 E. Highway 50, Suite 4 Clermont, FL 34711
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME: Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

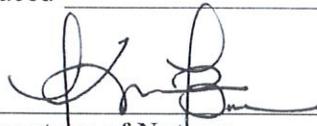
SIGNATURE: 

TITLE: Taylor Yarkosky- CEO/Owner

The foregoing instrument was acknowledged before me this 8th day of March, 2021 by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

SEAL




Signature of Notary

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Milton

By Taylor Yarkosky

(print this individual's name and title)

for Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology
(print name of entity submitting statements)

whose business address is 638 E. Highway 50, Suite 4, Clermont, FL 34711

and if applicable whose Federal Employer Identification Number (FEIN) is 81-2375756

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

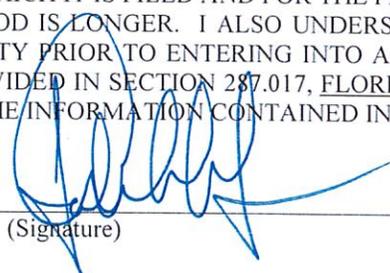
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

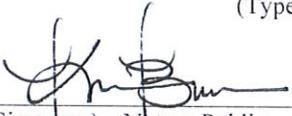
City of Clermont

STATE OF FLORIDA

Sworn and subscribed before me this 8th day of March, 2001 by

Taylor Yarkosky who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)


(Signature) Notary Public—State of Florida



Katuska Brea
(Printed, typed or stamped commissioned name of notary public)

My commission expires 09-06-2022 (SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2021

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 Jackson Insurance Agency 2075 West 76th St Hialeah FL 33016		CONTACT NAME: Maria Benitez PHONE (A/C, No, Ext): (305) 824-3464 E-MAIL ADDRESS: mbenitez@jacksonagency.com FAX (A/C, No): (305) 822-8535	
INSURED Advanced Pace Technologies, LLC DBA: Advanced Plumbing Technologies LLC and APT Property Services LLC 638 E Highway 50 Ste 4 Clermont FL 34711		INSURER(S) AFFORDING COVERAGE INSURER A: Wishire Insurance Co. NAIC # 13234 INSURER B: Ascendant Insurance Co. INSURER C: GuideOne National Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Advance Pace

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BRK0000221 01	07/10/2020	07/10/2021	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 <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA-53081-0	08/05/2020	08/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Col Deductible \$ 500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$			XL00018900	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution & Environment Liability			ENV562004263-00	02/11/2021	02/11/2022	Aggregate 2,000,000 Each Pollution Limit 1,000,000

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

This certificate is solely for the use as "Evidence of Insurance"

CERTIFICATE HOLDER**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

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHICKONSKI, MASON

ADVANCED PACE TECHNOLOGIES, LLC
16054 VETTA DRIVE
MONTVERDE FL 34754

LICENSE NUMBER: CGC1524334

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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.



City of Milton

Purchasing Department

ITB 2021.02 Cured In Place Pipe

ADDENDUM #1

March 4, 2021

1. Could the Owner/Engineer please clarify if this CIPP rehab bid is for storm or sanitary or for both the assets? The measurement and payment section is giving conflicting information. **The contract is for both sewer and storm drain.**
2. If the city plans to rehab storm pipe as well using these said contract pricing, where are the pay items for cleaning storm pipeline segments? Bid items 27 to 30 are for sanitary pipeline. **Items 27 through 30 shall be Main Line cleaning for sewer and storm drain.**
3. In regards to sanitary pipe cleaning bid items 27-30, could the Owner/Engineer please clarify if any of the cleaning will involve tuberculation removal? If yes, then please add pay items for Tuberculation removal per pipe size range? **No, it does involve tuberculation.**
4. In regards to storm pipe cleaning, could the Owner/Engineer please clarify if they anticipate any barnacle removal? If yes, then please add pay items for barnacle removal per pipe size range? **No, it does not include barnacle removal.**
5. In regards to Bid Item 32 thru 35, the measurement and payment says "The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times", this statement is fair when the Work Order is for one location which requires one bypass setup. The same statement will undermine the contractor and open to huge financial risk, if in case there is one Work Order which has multiple locations with multiple segments needing bypass. Could the Owner/Engineer please consider re wording it to "to be paid per setup"? **The work order will be for one location.**
6. In reference to protruding laterals removal, the specs mention "The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection", if in case the laterals are already leaking will the contractor be required to grout the lateral connection? If yes, as this is unknow please add a pay item for grouting lateral on as needed basis. **You will not be responsible for any leaks Pryor to any work being done.**
7. In reference to Bid Item 49 - Maintenance of Traffic, under measurement and payment each day is defined by as 24 hrs., Could the Owner/Engineer please clarify if the contractor needs traffic control measures during normal working hours (8-12

- hrs) and does not needs traffic control for full 24 hrs, how will he be compensated by the day or by the hour? **As long as the road can be reopened to normal flow of traffic, traffic control will only be needed during working hours.**
8. Could the Owner/Engineer please share previous detailed bid tabulations of similar project scope? **This is the first contract for this type of work do not have any bid tabs of previous work history.**
 9. Could the Owner/Engineer please share a summary of purchase orders history released in pervious year annual contract of similar scope? **Same answer as question number 8.**
 10. Can I request the previous bid tabulations for this subject bid? **Same answer as question number 8.**
 11. Can we get a copy of the two additional sections referenced in the bid language?
 - a. **Section 28.A** for Bid Item 1 TV Inspection states... *"All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements."* I cannot find this section within the actual bid documents.
Section 02651 information is attached.
 - b. **Section 28.B** for Bid Items 2 through 26 it states... *"All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein."* Same as above, I cannot find this section within the actual bid documents and there are no supplemental attachments in the link.
Section 02760 information is attached.

End of Addendum #1

The information given in this addendum is in addition to or supersedes conflicting information in the invitation to bid and is hereby made a part of the request.

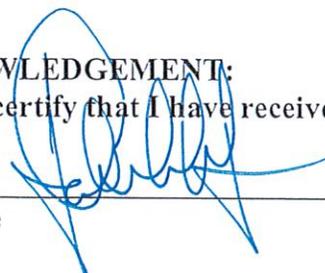
Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BID.

ACKNOWLEDGEMENT:

I hereby certify that I have received the above addendum:

Signature



Date

03-08-2021

THIS ACKNOWLEDGEMENT MUST BE RETURNED WITH BID/PROPOSAL PACKAGE.

Section 02651 - Television Inspection

PART 1: General

1.1 *Description* – Provide all labor, materials, tools, equipment and incidentals as shown, specified, and required to perform television (TV) inspection of existing, new and rehabilitated piping including sewer mains and sewer lateral connections.

1.2 *Definitions* –

1.2.1 *Pre-Construction Inspection* – TV inspection of sewers and storm drains to ascertain that the condition of the pipe meets acceptable standards for the proposed rehabilitation.

1.2.2 *Post-Construction Inspection* – TV inspection of repaired or rehabilitated sewer mains and storm drains.

1.3 *Requirements* – The Contractor shall be aware that this Contract requires work in active sewers and shall follow all federal, state and local requirements for safety in confined spaces.

1.4 *Performance Requirements* –

1.4.1 Inspection shall be performed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified operator and shall meet the coding and reporting standards and guidelines as set by PACP. All report annotations, pipe conditions and pipe defects shall be identified properly using PACP codes as defined by PACP, and severity ratings shall be calculated according to PACP.

1.4.2 Quality of inspection recording shall be acceptable to CITY when viewed on a standard computer monitor.

1.5 *Submittals* –

1.5.1 CCTV equipment, including make, model, age of video systems and tractors, and documentation that CCTV software is PACP v4.2 -certified.

1.6 *Reference Standards* – NASSCO prepared Pipeline Assessment and Certification Program, Second Edition Reference Manual, 2001. This manual includes a standard TV inspection form and sewer condition codes.

PART 2: Products

2.1 *Television Equipment* –

2.1.1 *Closed Circuit TV Equipment* – Select and use closed-circuit television equipment that will produce a color recording. The camera and video system components shall have the following properties:

2.1.1.1 Equipped with footage counter accurate to two tenths of a foot that displays on the TV monitor the exact distance of the camera from the starting point of the recording.

2.1.1.2 Lighting system that allows the features and condition of the pipe to be clearly seen. Lighting shall not cause shadows or loss of color within the field of view of the camera.

2.1.1.3 Capable of operating in 100 percent humidity conditions.

2.1.1.4 Capable of producing a minimum 470 lines of vertical resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer.

2.1.2 *Pipe Inspection Camera* – The pipe inspection camera and video components shall have the following additional properties:

2.1.2.1 Capable of producing a video recording using a pan-and-tilt, radial viewing, pipe inspection camera that pans ± 275 degrees and rotates 360 degrees.

2.1.2.2 Camera height adjustment so that the camera lens is always centered at one-half The inside diameter, or higher, in the pipe being televised.

2.1.2.3 Include a reflector in front of the camera if necessary to provide acceptable video image quality in large diameter pipe.

2.1.3 *TV Studio* – TV studio is to be contained in an enclosed truck, trailer or van. It shall have room and seating for the operator and the City Employee and also room for at least one standing visitor with the doors closed. The studio shall have air conditioning and heating.

Normal operation of all equipment, including the TV camera, monitor, and winches is to be from a control panel in the studio.

2.1.4 *Recording* – All recordings are to be in digital format.

2.1.4.1 *Image Capture* – Digitized picture images shall be stored and be exportable as JPEG formats.

2.1.4.2 *Video Capture* – Full time live video and audio files shall be captured for each pipe segment and lateral inspected. The files shall be delivered in MPEG format on a USB 2.0 external hard drive and viewable at real time and fast forward speeds on an external personal computer that utilizes MicroSoft Media Player, version 9.0. Alternate digital formats will not be accepted unless approved by the CITY in advance of submittal. The video shall have a minimum resolution of 640 pixels (x) by 480 pixels (y) and an encoded frame rate of 29.97 frames per second. System shall perform an automatic disk image/file naming structure to allow saved video/data sections to be “Burned” to digital format. It shall have the capability of “burning” a minimum of 120 minutes of recording to the DVDR media. The video recording shall be free of electrical interference and shall produce a clear and stable image. The audio recording shall be sufficiently free of background and electrical noise as to produce an oral report that is clear and discernable. The digital recordings and inspection data shall be cross-referenced to allow instant access to any point of interest within the digital recording.

PART 3: Execution

3.1 *Television Inspection* –

3.1.1 Prior to TV inspection, clean sewer lines, storm drain, and manholes. Re-clean any sewer line or manhole found to be dirty during the TV inspection process.

3.1.2 Perform Post-construction Inspections of cured-in-place mainline liners no sooner than 30 days after the completion of the lining work.

3.1.3 Televiser the sewer and storm drain line to document the condition of the line. Notify the CITY 48 hours in advance of any TV inspection so that the CITY may observe inspection operations. Provide a color recording showing the completed Work.

3.1.4 For mainline sewer and storm drain inspections, inspections shall be from center of the starting manhole

to

the center of the ending manhole. Record the condition of the entire circumference of the pipe penetration. Measure distances along the pipe from the center of the upstream manhole.

3.1.5 Prior to recording the location of defects, construction features and service connections, remove slack in the cable of the television inspection camera to ensure metering device is designating proper footage. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape, or other suitable device.

3.1.6 Perform the preset before starting to record the inspection (i.e. the counter should not suddenly reset or jump during the recording). If a preset point on the CCTV cable is used to set the counter, Contractor shall back up the camera after setting the preset and record the entry to the pipe.

3.1.7 Center the camera in the middle of the pipe.

3.1.8 Move the camera through the line (in the downstream direction whenever possible) at a uniform rate not to exceed 30 feet per minute.

3.1.9 Stop at every joint for three seconds. When infiltration or other defects are evident, use pan and tilt to document pipe condition. Stop elsewhere when necessary to ensure proper documentation of the sewer's condition.

3.1.10 Stop at every lateral connection. Center the camera so that the lighting and the pan and tilt view can be used to inspect as far into the lateral connection as possible. Pan the circumference of the tap, recording all defects found in the service connection. Where lateral flow is observed, observe flows from service connections for approximately two

minutes to ascertain if the flow is sanitary or extraneous flow. The video recording may be paused during observation. Record results of the flow observed on video recording and inspection logs.

3.1.11 Capture color still shots of video recordings for all defects encountered.

3.1.12 Use manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer and storm drain conditions to move the camera through the sewer and storm drain lines.

3.1.13 TV inspection recordings shall be continuous for each pipe segment.

3.1.14 Adjust light levels, clean fouled or fogged lens, and allow vapor to dissipate from camera lights in order to produce acceptable recordings. All TV inspection recordings that do not meet the specified requirements shall be retelevised at no additional cost to the Owner.

3.2 Flow Control –

3.2.1 Adequately control the flow in the section being televised. Plugging or bypassing of the flows may be used to accomplish this. Recordings made where the depths of wastewater flow shown below are exceeded will be rejected:

Flow Control During Television Inspection

Pipe Diameter (Inches) 6-10 / Depth of Flow (% of Pipe Diameter) 10

Pipe Diameter (Inches) 12-24 / Depth of Flow (% of Pipe Diameter) 15

Pipe Diameter (Inches) Over 24 / Depth of Flow (% of Pipe Diameter) 20

3.2.2 Whenever flows in a sewer line or storm drain are blocked, plugged, pumped, or bypassed, take sufficient precautions to protect the sewer and storm drain lines from damage that might be inflicted by excess water surcharging. Further, take precautions to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers or storm drain involved. No overflows are permitted. The Contractor is responsible for all damages.

3.2.3 Contractor is responsible for all damages to Contractor owned and operated equipment, Owner facilities, and privately owned facilities caused by malfunction of plugs, pumps or other Contractor equipment. In the event of a failure or malfunction of Contractor equipment, Contractor is responsible for all work necessary to restore facilities to preconstruction condition including but not limited to excavation and restoration of sewer lines and roadways required to retrieve malfunctioning or stuck cameras, plugs and hoses.

3.2.4 It is anticipated that portions of the sanitary sewer are bowed or bellied and as a result the camera will be submerged. Wherever the camera encounters a submerged condition, or where the wastewater flow depth exceeds the maximum allowable, reduce the flow depth to an acceptable level by performing the survey TV inspection during minimum flow hours, or by pulling a camera with swab, high-velocity jet nozzle or other acceptable dewatering device. Recordings made while floating the camera are not acceptable unless approved by Engineer.

3.3 *Passage of TV Camera* – If during TV inspection of a pipe segment the camera is unable to pass an obstruction even though flow is unobstructed, televise the pipe segment from the opposite direction in order to obtain a complete recording of the line. Measure the distance between the manholes (centerline to centerline) with a tape or wheel to accurately determine the total length of the manhole segment.

3.4 *Inspection Deliverables* –

3.4.1 *Written Inspection Reports* – Provide printed location records to clearly identify the location of each defect, or lateral connection, in relation to adjacent manholes, using a standard stationing system zeroed on the upstream manhole. Record all information requested using proper NASSCO PACP defect codes. The reports shall include at least the minimum amount of information required by PACP, including required PACP header information. Color still shot images of all defects encountered shall be included with each pipe segment.

3.4.2 *Electronic Inspection Reports* –

3.4.2.1 Provide a NASSCO PACP v4.2 certified database listing all PACP required data

fields for each pipe segment. The provided database shall be in “.mdb” format with no password protection on the file.

3.4.2.2 For each type of CCTV deliverable (Pre-Construction, Post-Construction, Warranty), provide a single database containing all the inspections for the Project.

3.4.2.3 Post Construction deliverables will contain a single inspection for each asset, inspected upon completion of all non-warranty Work on the asset.

3.4.2.3.1 Submit two inspection records for a single asset only if the asset cannot be completely inspected from one side due to the physical condition of the pipe.

Properly use the PACP “MSA” coding for each such inspection record.

3.4.3 *Inspection Recordings* –

3.4.3.1 Provide digital inspection recordings for all recordings, unless otherwise specified in paragraph 3.4.4.

3.4.3.2 Recording shall be of a quality sufficient for Engineer to evaluate the condition of the sewer or storm drain, locate the service connections, and verify cleaning. If CITY determines that the quality is not sufficient, re-televised the sewer or storm drain segment and provide a new recording and report at no additional compensation. Camera distortions, inadequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection. Payment for televised inspection will not be made until CITY approves the recordings and reports.

3.4.3.3 Only pipe segments from the same Project shall be included on a given hard drive. Multiple deliverable types may be included on a given hard drive, but the files must be organized in individual project folders. TV Inspection recordings shall not be edited.

3.4.3.4 Digital recordings: Each pipe segment must be its own electronic file. Electronic recording file must allow snap scrolling to allow easy and quick access of the entire recording.

3.4.3.5 Each hard drive must have a file index whose name contains the pipe segment reference number.

3.4.3.6 Maintain a master copy of all recordings and Inspection Reports for two years after delivery of reports and recordings.

3.4.3.7 Label each hard drive with the following information:

3.4.3.7.1 File Number

3.4.3.7.2 Contractor’s Name

3.4.3.7.3 Project Name

3.4.3.7.4 Contract Number

3.4.3.7.5 Drawing Number

3.4.3.7.6 Inspection Type: Post Cleaning, Repair

3.4.3.7.7 Date Televised

3.4.3.7.8 Pipe Segment Asset Identification Number

3.4.4 *Inspection* – Inspection deliverables for different types of inspections are defined below:

3.4.4.1 *Pre-Construction Inspection* – One copy on a USB 2.0 external hard drive of PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

3.4.4.2 *Post-Construction Inspection* –

3.4.4.2.1 Two copies of Written Inspection Reports in bound report with project name on binder spine. Reports to be filed in ascending order by upper manhole number.

3.4.4.2.2 One copy on a USB 2.0 external hard drive of the PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

+ + END OF SECTION + +

SECTION 02760
CLEANING OF
SEWERS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to clean the pipelines.
- B. The cleaning Work required includes, but is not limited to, the following:
 - 1. Field locating all manholes or inlets along the sewer or storm drain reaches to be cleaned.
 - 2. Cleaning of existing sanitary sewers or storm drain.
 - 3. Cutting of roots, grease, intruding sealing ring material and objects wedged in pipe joints from existing sanitary sewers or storm drain.
 - 4. Removal of debris from the sewers and storm drains.
 - 5. Disposal of waste and sediment.
 - 6. Cleaning up as the Work progresses and after the completion of all Work activities.
 - 7. All other Work required for the complete and satisfactory cleaning of the pipelines.

1.2 DEFINITIONS

- A. Normal cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe, manholes or inlets in 1 to 3 complete passes of the nozzle.
- B. Root cutting and grease cutting – removal of roots larger than fine roots (as defined by PACP), hardened grease and intruding sealing ring material using cutting device.
- C. Heavy cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe in 4 to 8 complete passes of the nozzle.

1.3 RELATED SECTIONS

- A. Section 02651, Television Inspection.

1.4 GENERAL PRECAUTIONS

- A. This Contract requires work in active sewers and storm drains. Adhere to all federal, state, and local requirements for safety in confined spaces.
- B. Take precautions to protect sewer mains, storm drains, laterals and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- C. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- D. Do not surcharge the sewer or storm drain beyond the elevation that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

- E. Some of the manholes accessing sections of the sewer and storm drains included in this work are located outside the right-of-way. For Work located outside the right-of-way, Limits of Construction will be provided on maps. Do not encroach on lands outside the designated Limits of Construction at any time during the Work.
- F. Restore or repair any facility, public or private, which is damaged by CONTRACTOR actions at no cost to OWNER.

1.5 SUBMITTALS

- A. Specifications of the sewer and storm drain cleaning equipment, including performance data on pump, hose diameter and length, tank capacity, and intended nozzles and root cutters, to be used on the job. Provide a chart that shows hose length and diameter versus volume and pressure.
- B. Specifications on the equipment to be used to remove sediment and debris at the downstream manhole of each reach to be cleaned.

1.6 QUALIFICATIONS

- A. CONTRACTOR shall have experience in the cleaning of sewers and storm drains. Documentation of experience shall be furnished to the CITY upon request.

PART 2 - PRODUCTS

2.1 MAINLINE SEWER CLEANING EQUIPMENT

- A. Sewer cleaning equipment shall consist of truck-mounted, high velocity hydro-cleaning equipment. The equipment shall be provided with a minimum of 500 feet of one-inch inner diameter high-pressure hose with a selection of high velocity nozzles, as required for the cleaning operation. The various nozzles shall produce a scouring action from 10 to 45 degrees in all size sewers to be cleaned. Use nozzles matched to the pumps and the site-specific cleaning requirements. Mount all nozzles with skids. A tiger tail or boot or downhole roller is required. A pressure gauge shall show operating pressure and a flow meter shall show flow rate. A table to translate shown pressures to delivery pressure shall accompany each cleaner unit.
- B. The pumps shall be capable of delivering a minimum 60 gpm at 2,000 psi at the nozzle head. A relief valve shall regulate pressure to the nozzle. The unit shall carry its own water tank, minimum of 1,000 gallons, auxiliary engines and pumps, and a hydraulically-driven hose reel.
- C. All controls shall be located so that the equipment can be operated above ground.
- D. Include appropriate adaptors, hoses and nozzles for cleaning laterals from mainline sewer.

2.2 VACUUM EQUIPMENT

- A. Provide equipment capable of removing all sand, dirt, rocks, roots, and other debris from the sewer and manhole.
- B. Provide screens to prevent scoured debris from migrating downstream of the limits of the Work.

+ + END OF SECTION + +

Bond No. BID

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Milton

as Obligee, hereinafter called the Obligee, in the sum of 5% of the contract price

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB 2021.02 Cured-In-Place Pipe

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 5th day of March, 2021

[Signature]
Witness

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing
Principal (Seal)
By: [Signature] Taylor Yarkosky - CEO
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety (Seal)
By: [Signature] L Samir Jallad
Attorney-in-Fact





OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

L. SAMIR JALLAD of MAITLAND, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of April, 2020.

Sheila M. Applegate
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of April, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

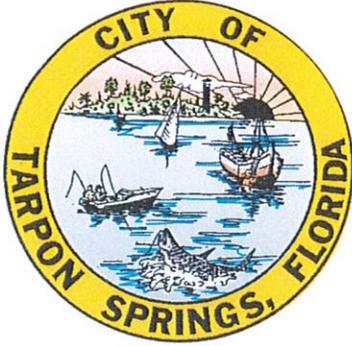
I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2921



Signed and sealed at the City of Brookfield, WI this 5th day of March, 2021.

Sheila M. Applegate
Assistant Secretary



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 *9L*
FROM: Anthony McGee, NIGP-CPP, CPPO, CPPB, MBA, Senior Procurement Analyst *62*
DATE: 11/02/21
SUBJECT: Increase File No. 180129-C-CM, Fencing, Gate Operators & Handrails, Pinellas County Cooperative Contract No. 178-0122-B(LN)

RECOMMENDATION:

Increase File No. 180129-C-CM, Fencing, Gate Operators & Handrails, Pinellas County Cooperative Bid No. 178-0122-B (LN) with Smith Industries, Inc. d/b/a Smith Fence Co., from an annual amount of \$100,000.00 to \$240,000.00, an increase of \$140,000.00 for various City departments.

BACKGROUND:

On July 10, 2018, the Board approved the award of the contract. On December 3, 2019, the Board ratified an increase from \$75,000.00 to \$100,000.00.

This increase is necessary due to the Sisler Field Renovation project, which requires new fencing for Sisler Field and Jaycee Field fields (see attached memo) as well as any future projects during the remainder of the contract year. It is advantageous to use this contract due to supply chain shortages and the required fencing material is already in the contractor's inventory.

The purpose of this contract is to furnish and install fencing for facilities owned by the City. Pinellas County competitively bid and awarded this cooperative contract, which included the requirements for the City of Tarpon Springs.

FUNDING: 1 Cent Local Option Sales Tax, 307-8603-519.63 Project CR2203

Accepted by: _____
City Manager

Attest: _____
City Clerk



**Public Works Department
Office of the Director**

Thomas Funcheon
Public Works Director

To: Jay Jackus, Procurement Services Director

From: Tom Funcheon, Public Works Director 

Date: October 27, 2021

Re: File No. 180129-C-CM

We need to increase the Smith Fence Company BPO (210687) for the period of June 19, 2021 through June 18, 2022 from the estimated annual amount of \$100,000 to \$240,000 for City wide use.

This increase is necessary due to the budgeted Sisler Field ball field renovations and improvements, which requires new fencing for Sisler Field and Jaycee Field at a cost of approximately \$140,000.

The additional amount will go towards other fencing projects throughout the City.

The budgeted funding source is 1 Cent Local Option Sales Tax acct # 307-8603-519.63, project # CR2203.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Jay Jackus, CPPO, CPPB, Procurement Services Director 
DATE: 12/03/19
SUBJECT: Ratify an Increase to File No. 180129-C-CM, Fencing, Gate Operators & Handrails, Pinellas County Cooperative Contract No. 178-0122-B(LN)

RECOMMENDATION:

Ratify an Increase to File No. 180129-C-CM, Fencing, Gate Operators & Handrails, Pinellas County Cooperative Bid No. 178-0122-B (LN) with Smith Industries, Inc. d/b/a Smith Fence Co., from an annual amount of \$75,000.00 to \$100,000.00, an increase of \$25,000.00 for various City departments.

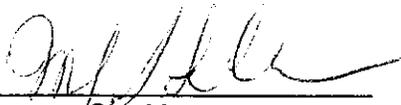
BACKGROUND:

On July 10, 2018, the Board approved the award of the contract. The increase is necessary due to the Sisler Field Renovation project, which required for Reddock and Leonard fields (see attached memo).

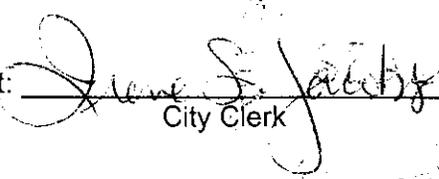
The purpose of this contract is to furnish and install fencing for facilities owned by the City. Pinellas County competitively bid and awarded this cooperative contract, which included the requirements for the City of Tarpon Springs.

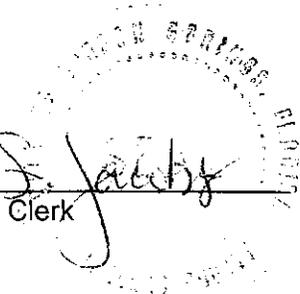
FUNDING: Funding to be identified as projects arise.

Accepted by: _____


City Manager

Attest: _____


City Clerk





**Public Works Department
Office of the Director**

Thomas Funcheon
Public Works Director

To: Jay Jackus, Procurement Services Director
From: Tom Funcheon, Public Works Director
Date: November 14, 2019
Re: File No. 180129-C-CM

We need to ratify and increase the Smith Fence Company BPO (190670) for the period of June 19, 2019 through June 18, 2020 from the estimated annual amount of \$75,000 to \$100,000 for City wide use.

This increase is necessary due to Sisler Field ball field renovations and improvements, which required new fencing for Reddock and Leonard fields at a cost of \$82,183.34.

Based on our past experience of replacing the ball field fence and backstop at Dorsett Park in December 2018 at a cost \$32,000, we believed replacing two fences at Sisler Field would cost \$64,000, which is less than the Pinellas County Cooperative Contract amount of \$75,000.

At the start of construction, we found the existing fence was in much worse condition than initially anticipated. An additional assessment found the cost to be in excess of \$108,000, but after making adjustments, the 2nd assessment was reduced to \$82,000, which is \$7,000 greater than the contract amount.

Due to the narrow window to complete the project prior to Little League's opening season day, we had to get this work done ASAP, so we moved forward with the fence replacement.

The additional increase requested is necessary for unforeseen repairs to ball field, tennis courts and playgrounds that may arise between now and the contract date.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Jay Jackus, CPPO, CPPB, Procurement Services Director *JJ*
FROM: Cathy Morgan, CPPO, CPPB, Senior Procurement Analyst *cm*
DATE: 07/10/2018
SUBJECT: Award File No. 180129-C-CM, Fencing, Gate Operators & Handrails, Pinellas County Cooperative Contract No. 178-0122-B(LN)

RECOMMENDATION:

Award File No. 180129-C-CM, Fencing, Gate Operators & Handrails (Co-Op), Pinellas County Cooperative Contract No. 178-0122-B(LN) to Smith Industries, Inc. dba Smith Fence Company for the period July 10, 2018 through June 18, 2023 in an estimated annual amount of \$75,000 for City wide use. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On June 19, 2018, Pinellas County awarded a cooperative contract for a five (5) year term. This contract contains a provision for adjustable pricing at twelve (12) month intervals after the date of award and thereafter annually for the life of the contract, based on the average of the Producer Price Index and Consumer Price Index.

The purpose of this contract is to furnish and install fencing for facilities owned by the City. Pinellas County competitively bid and awarded this cooperative contract, which included the requirements for the City of Tarpon Springs.

FUNDING:

Funding will be identified as orders are placed.

Accepted by: _____

MJL
City Manager

Attest _____

Jane S. Jacobs
City Clerk



Staff Report

File #: 18-155A, **Version:** 1

Approved by BCC 6/19/18

Agenda Date: 6/19/2018

Subject:

Award of bid to Smith Industries, Inc. d/b/a Smith Fence Company for a fencing materials and installation contract for the Tampa Bay Area Purchasing Cooperative.

Recommended Action:

Approve award of bid to Smith Industries, Inc., d/b/a Smith Fence Company (Smith Fence) for a Fencing Materials and Installation Contract for the Tampa Bay Area Purchasing Cooperative (Cooperative).

Contract No. 178-0122-B(JA) in the annual amount of \$833,609.52 for a five (5) year term total of \$4,168,047.60 on the basis of being the only responsive, responsible bid meeting specifications.

Strategic Plan:

Ensure Public Health, Safety, and Welfare

2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

Summary:

This is a Cooperative contract providing labor and materials for installation of various types of fencing, administered by Pinellas County including requirements for the cities of Clearwater, Tarpon Springs, Dunedin, the Hillsborough County Aviation Authority and Pinellas County School Board. Cooperative participants are responsible for issuance of their own purchase authorizations.

This is a five (5) year contract with provision for price adjustments after the initial twelve (12) months and annually thereafter based upon Producer Price and Consumer Price indices as provided in the contract.

Background Information:

Fencing firms, both local and national, were invited to provide submittals to the Invitation for Bid (ITB) released by the Purchasing Department on March 16, 2018; the ITB yielded only one (1) responsive bidder. A survey was taken after bid opening with three (3) local firms who responded with "no bid" submittals. The firms indicated that the County market is small enough to remain a "local" market rather than attracting a "national" interest; however, the required quantities and amount of work of the Cooperative ITB warrants larger quantity discounts and more manpower than most local firms can handle. Smith Fence is the only firm that is willing and able to provide these services.

Fiscal Impact:

Estimated County expenditure not to exceed: \$1,477,358.22

Estimated Co-op expenditure not to exceed: \$2,690,689.38
Contract total expenditure not to exceed: \$4,168,047.60

Estimated annual expenditure not to exceed: \$833,609.52

County funding is derived from departmental operating budgets.

Staff Member Responsible:

Paul Sacco, Assistant County Administrator
Joe Lauro, Director, Purchasing Department

Partners:

City of Clearwater
City of Tarpon Springs
City of Dunedin
Hillsborough County Aviation Authority
Pinellas County School Board

Attachments:

Bid Tabulation



Date: November 2, 2021
To: Mark LeCouris, City Manager
From: Karen Lemmons, Economic Development Manager

Agenda Item: Local Historic Marker Program developed by The Tarpon Springs Area Historical Society

Introduction

The Tarpon Springs Area Historical Society (TSAHS) has created a Local Historic Marker Program to support the preservation of the City’s history. The program derives from interest in the State Historic Markers, historic building plaques and other historic signage. The program consolidates various types of historic signage into one program with a unified look. It provides opportunity for residents to be involved in recognizing historic and cultural resources throughout the city. The program also gives local control over approval of historic sites, buildings, etc., and allows for greater opportunity for markers within a local timeframe.

Background

In prior signage/beautification discussions, the BOC expressed a desire for state historic markers and identified 12 sites for consideration:

Greektown	Old Tarpon Springs High School (City Hall)
Safford House	Old City Hall (Cultural Center)
Train Depot	Water Works Building-CRA
Old City Jail-CRA	Anclote Key Lighthouse (at Sunset Beach)
Craig Park	Spring Bayou
Union Academy	Sunset Beach

To date, four have been approved for State markers, (Greektown, Old TS High School/City Hall, Safford House, and Old City Hall/Cultural Center.) One received a building-mounted marker (Train Depot). The remaining seven sites will receive local historic markers under the new program developed by the TSAHS. The seven markers in total will cost between \$18,000-\$21,000 including etched photo, poles, caps, and freight. The FY22 general fund budget includes \$10,000 for historic markers.

TSAHS Local Marker Program

The Local Historic Marker program will begin in FY22 with the TSAHS accepting applications as per the attached process that was created and approved by the TSAHS. Additional funding will need to be allocated in FY22 for new marker applications.

Attached:

- Powerpoint Presentation
- TSAHS Local Historic Marker Program Guidelines and Application
- Sign Design and Costs
- Property Owner Agreement
- Final Marker Text



Tarpon Springs Area Historical Society Local Historic Marker Program

November 2, 2021



Background

New Signage Programs were Identified by the BOC beginning in 2019 to include:

- ❑ New Wayfinding Signs throughout the City – *project completed*
- ❑ New Gateway Signs at entry points into the City – *project completed*
- ❑ New Street Signs in the Historic District and CRA – *project completed and ongoing*
- ❑ New Golf Course Sign – *project completed*
- ❑ New State and Local Historic Markers – *project ongoing*

Historic Markers

Beginning with city staff and through meetings with property owners, historic preservation leaders and a public engagement process, text was written and vetted for 25 historic sites.

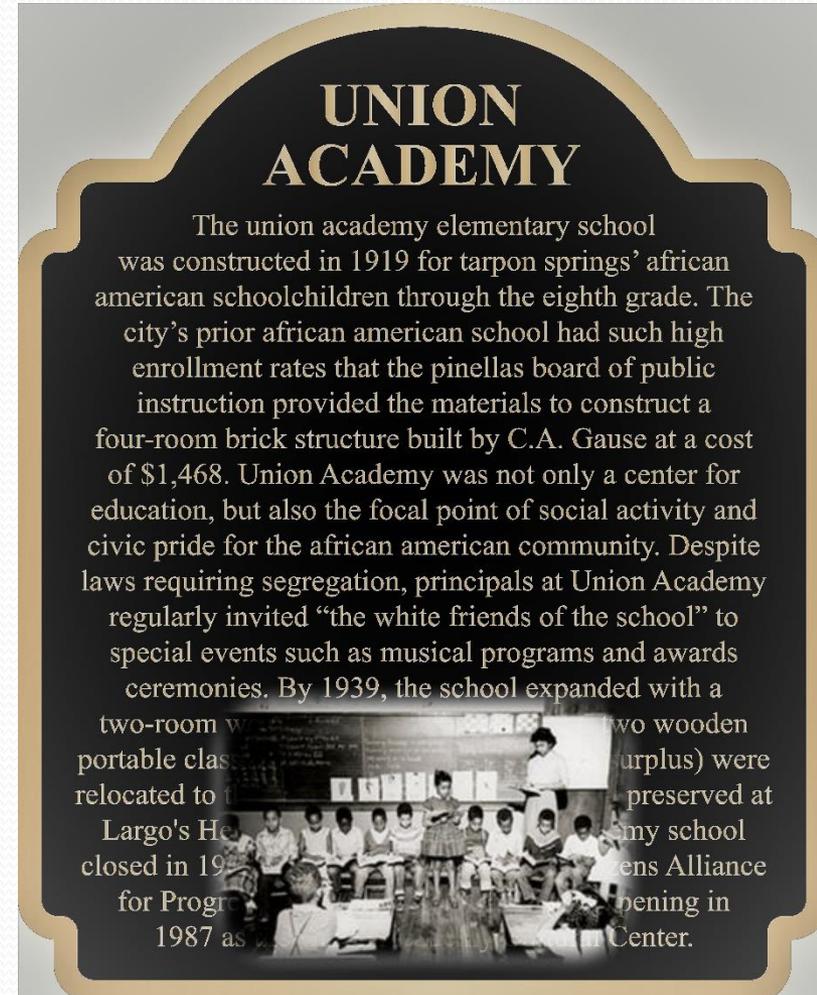
- ❑ 13 Downtown Buildings Installed Wall-mounted Historic Markers
- ❑ Five Sites Approved by FL Dept. of State for State Historic Markers
 - Old TS City Hall/Cultural Center (received and installed)
 - Tarpon Springs Historic District (received and installed)
 - Safford House (received)
 - Old TS High School/City Hall (expected delivery November)
 - Greektown (expected delivery November)
- ❑ Seven Sites are Pending Markers (2 in CRA)
 - Anclote Key Lighthouse (at Sunset Beach)
 - Old City Jail at Silverking Brewery
 - Craig Park
 - Sunset Beach



Spring Bayou
Union Academy
Water Works Building

Historic Markers

- ❑ A Local Historic Marker Program has been developed by the Tarpon Springs Historical Society.
 - Allows for local control and managed by city historic preservation leaders
 - Consolidates various types of sites into one program – buildings, residential homes, places, things.
 - Can include a historic photograph
 - Ensures an ongoing historic program
- ❑ TSAHS has developed the program including Marker Design, Application and Process, and a Property Owner's Agreement.

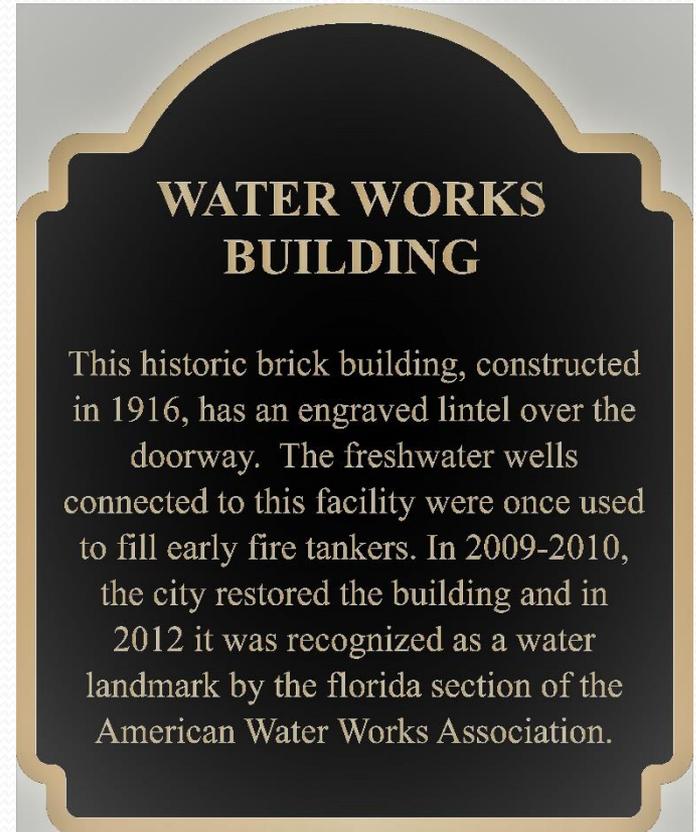


Tarpon Springs Historical Society

Local Historic Marker Program

❑ Marker Design

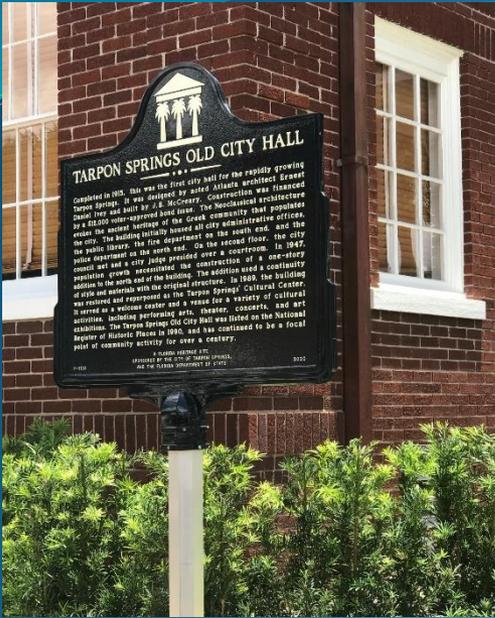
- Similar Design to Existing Building-Mounted Markers
- Comes in Several Sizes to fit Site being Commemorated
 - 13X18
 - 16X20
 - 18X24
 - 20X26
 - 22x28
 - 24x30
- Can include a historic photograph
- Can be Wall- or Pole-Mounted



Tarpon Springs Historical Society

Local Historic Marker Program

- ❑ Program Guidelines and Application Complete
- ❑ Property Owner's Agreement approved by City Attorney
- ❑ Ready to Order 7 Markers
- ❑ Recommendation for Pole-Mounted:
 - Sunset Beach
 - Anclote Key Lighthouse (at Sunset Beach)
 - Spring Bayou
 - Craig Park
 - Union Academy
- ❑ Recommendation for Building Mounted:
 - Water Works Building
 - Old City Jail – Silverking Brewery
- ❑ Funding: Total Cost of 7 Markers \$18,000-\$21,000 including etched photo, poles, caps, and freight. \$10,000 budgeted in FY22 general fund. CRA has available funding.



Discussion/Questions?





TARPON SPRINGS AREA HISTORICAL SOCIETY LOCAL HISTORIC MARKER PROGRAM

BACKGROUND

The Tarpon Springs Area Historical Society (TSAHS) Local Historic Marker Program is an outgrowth of extensive efforts over the years to preserve Tarpon Springs' considerable heritage. In 1988, a historical resources survey culminated in the designation of the Tarpon Springs National Historic District. In 2009, the area boundaries were extended to establish a broader local historic district. Several state historic markers are located throughout the city. To boost the presence of historic markers, the TSAHS in 2021 created a Local Historic Marker Program. The program is operated by the TSAHS and funded by the City of Tarpon Springs.

The Local Historic Marker Program is separate from the Florida Historic Marker Program. Details on that program can be found here: <https://dos.myflorida.com/historical/preservation/historical-markers/>

LOCAL HISTORIC MARKER PROCESS

Interested parties wishing to submit an application should be prepared to detail the historic significance of the structure/organization/person/event/site/object. Applications will be evaluated on the following criteria:

Criteria/Evaluation

To qualify for a local historic marker:

- Buildings/structures must be at least 50 year old.
 - Historical - Was it associated with an event or person of note?
 - Architectural - Does it display unique architectural details from a certain period in Tarpon Springs' past?
 - Social - Does it depict a characteristic way in which people lived in the area?
- Persons must have been deceased at least 10 years. The person must have made a significant contribution to the community or received recognition for something noteworthy.
- Events must have happened at least 10 years prior to application. The event must have been newsworthy and had some discernible impact on the community.
- Sites must be at least 20 years old. The original structure does not have to be standing, or the site could be the location of a specific event.
- Objects must be at least 30 years old. Objects could include items such as vehicles OR natural material.

Supporting Documentation

Please attach the following information to the application. *Copies of supporting documentation that detail historical significance should be attached. Please do not submit originals.*

■ **Statement of Significance.** On separate pages, please provide a narrative describing why the marker subject is significant to the City of Tarpon Springs. The narrative should be supported by additional documentation that substantiates the history and the statement of significance. Additional documentation can include copies of primary source material, including historic documents, photographs, journals, diaries, letters, newspaper articles, etc. Secondary source material, which includes information gathered and recorded in books, articles, and other publications, may also be submitted to enhance the application. The narrative should include chronological and historical development of the marker subject, and any other applicable information including:

1. Alterations. List any known changes or modifications made to the property/structure/site throughout its history.
2. Prominent Historical Figures. List any prominent historical figures associated with the property/structure/site.
3. Property Ownership/Tenants. List all known owner/tenants of the property. Include original owner and subsequent owners if known.
4. Additional Information. Provide any additional information that supports the application. This may include a listing of books, articles, and other sources of information used to prepare the application.

■ **Suggested Marker Text and Title.** On an attached sheet, please type a suggested marker text and a title for the marker. The text is subject to change, as the TSAHS prepares and approves the final marker inscription.

■ **Digital Photographs and Map of the Location.** Provide a current photograph of the property/structure/site and a map of the site indicating where you would like the marker placed.

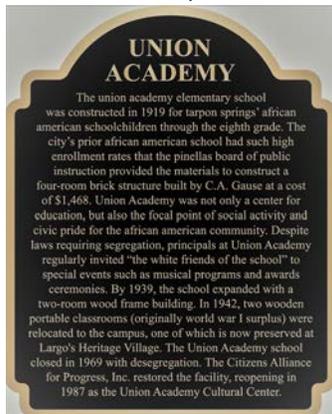
■ **Signed Ownership Agreement.** A signed affidavit by the owner of the property is required. Prior to approval of the marker, an agreement between the property owner, TSAHS, and City of Tarpon Springs is required.

Marker Cost

There is no application or marker fee. The City of Tarpon Springs funds the program. Installation of the marker is done by the City of Tarpon Springs. The marker is bronze and comes in various sizes depending on the marker subject.

Approval Process

Applications are first-come, first-served based on available funding. The TSAHS Board will meet periodically to review applications. Sole judge of suitability for approval will be the TSAHS. If additional information is needed, the application will not be accepted until sufficient data is presented. If changes are made to the suggested marker text by the TSAHS, the applicant will be notified prior to receiving approval. All applicants will be notified by the TSAHS as soon as a decision is made.



Marker Sizes

Markers are cast bronze and can be building/fence mounted or pole mounted. TSAHS will determine size and mounting type.

Sizes: 13x18, 16x20, 18x24, 20x26, 22x28 or 24x30

TARPON SPRINGS AREA HISTORICAL SOCIETY LOCAL MARKER PROGRAM APPLICATION

Applicant's Name (Individual or Organization): _____
Contact Person (if different): _____
Mailing Address: _____
Telephone: _____
E-Mail: _____

This marker nomination will commemorate:

- A Historic Property/Building/Structure
- A Person
- An Object
- An Event
- A Site

Address of Property/Building/Structure/Site: _____

Owner's Name, Mailing Address, Phone Number, E-Mail:

Proposed Title of Marker: _____

Proposed Location of Marker: _____

Submission Material Should Include:

- Statement of Significance
- Proposed Marker Text and Title
- Source Materials/Bibliography
- Digital Images & Map of the Location

Signature: _____ Date: _____

IMPORTANT: Please attach supporting documentation to this form. Copies only.



Return Application to:

Tarpon Springs Area Historical Society
Local Historic Marker Program
160 E. Tarpon Ave., Tarpon Springs, FL 34689

Tarpon Springs Area Historical Society Local Historic Marker Program Sign Design and Costs

Marker design is similar to the building markers and can be ordered in various sizes based on the site being commemorated and quantity of text. Markers are bronze and prices include 7 ft. pole and cap unless otherwise indicated.

13x18 (no pole)	\$924.00
16x20 (No pole)	\$1,625.00 \$1,184
18x24	\$2,112
20x26	\$2,470
22x28	\$2,892
24x30	\$3,156

Optional Etched Photograph Cost: \$334 per marker
Freight: \$350-500 depending on weight

Five markers previously approved by BOC 24x30 pole-mounted

General Fund

Spring Bayou, Craig Park, Union Academy, Sunset Beach,
and Anclote Key Lighthouse (*located at Sunset Beach
in view of the lighthouse*)

5 markers 24x30 = \$15,780-\$17,450 (w/photo)

Two markers previously approved by BOC/CRA 13x18 building-mounted

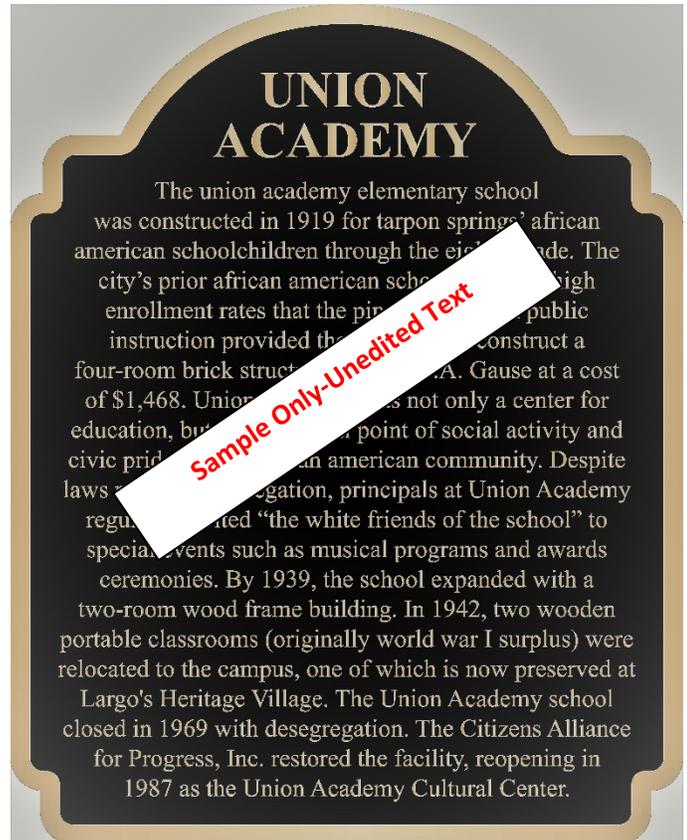
CRA

Water Works Building and Old City Jail

2 markers 13x18 = \$1,848-\$2516

Total Cost 7 Markers with Photo: \$19,966 + \$500 freight = \$20,466

Total Cost 7 Markers no Photo: \$17,628 + \$500 freight = \$18,128



City of Tarpon Springs and Tarpon Springs Area Historical Society
Local Historic Marker Program
Property Owner Agreement

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Tarpon Springs, Florida (hereinafter collectively referred to as "City") and The Tarpon Springs Area Historical Society, Inc., (hereinafter collectively referred to as "TSAHS" and _____, (hereinafter referred to as "Property Owner"), owner of property/building located at _____ in the City of Tarpon Springs, Florida.

WHEREAS, the TSAHS has developed a Local Historic Marker Program, operated by the TSAHS and funded by the City, the purpose of which is to promote and commemorate Tarpon Springs' rich cultural heritage, educate the public on local history within the City and increase tourism to the area; and

WHEREAS, the Property Owner recognizes that the purpose of the project, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City, TSAHS, and the Property Owner and therefore desires to have a local historical marker installed on his or her property; and

WHEREAS, the nature of the Local Historic Marker Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the local historic marker covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the City to fabricate and install a local historic marker, depicted substantially as seen on "Exhibit A," on the property located at _____, Tarpon Springs, FL.
2. The Property Owner and the TSAHS will mutually agree on the location where the historic marker will be installed. The marker shall be placed in a location visible to be read by the public, and Property Owner shall allow public access to the marker. The marker shall be allowed to remain on the property for a period of ten (10) years.
3. This Agreement may be extended for successive ten (10) year periods upon the mutually agreed upon written agreement between the Property Owner and the TSAHS prior to the end of the initial ten-year period.
4. During the term, or any extension thereof, at such time as property is being offered for sale or lease, or the building on such property is being demolished or expanded where the marker is located, or the marker otherwise interferes with the Property Owners' use, occupancy, or control of the property, then at the Property Owner's sole discretion, the

Property Owner has the right to cancel this Agreement upon six (6) months written notice to the TSAHS.

5. The City agrees that it shall pay for the marker and its installation.

6. The Property Owner agrees to provide the City with reasonable access to the site for such installation so as not to interfere with the Property Owner's business operations. The marker shall at all times be properly maintained in appropriate condition by the City at its cost and the marker's condition shall not be allowed to deteriorate.

7. The Property Owner understands and agrees that the installation of the marker on the property in no way entitles the Property Owner to use, at its discretion, the artwork/design/photograph(s) and written content on the marker for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork/design/photograph(s) and written content on the marker has been released by both the City.

8. The Property Owner agrees to indemnify and hold the City and TSAHS and its commission, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under the Agreement.

9. The subject and text for the marker shall be the sole responsibility of the TSAHS.

10. Any dispute hereunder between the parties shall be resolved by resort to binding mediation.

11. This Agreement shall be subject to and governed by the laws of the state of Florida.

12. Any notices required pursuant to this Agreement shall be served at the following addresses:

City of Tarpon Springs
C/O Karen Lemmons
Economic Development Manager
P.O. Box 5004
Tarpon Springs, FL 34688

Property Owner:

The Tarpon Springs Area Historical
Society, Inc.
160 E. Tarpon Ave.
Tarpon Springs, FL 34689

13. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto. In witness whereof, the City, TSAHS and the Property Owner have executed this Agreement on the date and year first hereinabove set forth.

IN WITNESS THEREOF, the City and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

CITY OF TARPON SPRINGS:

Irene Jacobs, City
Clerk and Collector

Chris Alahouzos, Mayor

THE TARPON
SPRINGS AREA
HISTORICAL SOCIETY,
INC.

President

APPROVED AS TO FORM CORRECTNESS:

By: _____
Thomas J. Trask, City Attorney

PROPERTY OWNER:

By: _____

Print: _____

Title: OWNER

Today's Date: _____

Final Text for Historical Markers

Spring Bayou - Characters with spaces: 1,049 LOCAL MARKER PROGRAM POLE MOUNTED

Early pioneer Mary Ormond Boyer named Tarpon Springs for the leaping silver tarpon in the bayou near her cabin. Under the surface of the bayou, a spring “boiled” for several days intermittently throughout the year. The phenomena occurred when Lake Tarpon (then Lake Butler), a mile and a half distant, reached a certain level, causing an outflow through an underground connection to Spring Bayou. The outflow also allowed salt water to travel back to Lake Tarpon killing freshwater fish. In 1969 an earthen berm was constructed around the Lake Tarpon spring sealing its connection to Spring Bayou. An early city dock was built for shallow-draft steamboats, the only way winter visitors could reach Tarpon Springs in the 1880s. By the turn of the century, Spring Bayou was the focal point of the “Golden Crescent” of Victorian homes and boathouses surrounding its banks. St. Nicholas Greek Orthodox Church held its first Epiphany celebration in 1906, commemorating the baptism of Jesus in the River Jordan. St. Nicholas’s annual Epiphany ceremony draws tens of thousands of visitors to Tarpon Springs each January 6. Not only is Spring Bayou known for Epiphany, but as the winter home to numerous manatees seeking the temperate waters of the bayou.

Craig Park - Characters with spaces: 810 LOCAL MARKER PROGRAM POLE MOUNTED

Craig Park was named Coburn Park in 1935 for Thomas Coburn who sold the property to the City for \$20,250, by referendum, that same year. A newly formed City Park and Playground Commission, appointed by the City’s Board of Commissioners, aided in plans for the approximate seven-acre jewel of a site. The following year, shuffleboard courts, a tennis court, and other improvements were constructed primarily by WPA workers. The Works Progress Administration was created by President Franklin Delano Roosevelt as part of the New Deal Plan to help the country recover from the Great Depression. In 1979 the park was renamed Craig Park to honor two former mayors: James Newman Craig and Thomas Craig. From art shows to Greek *glendi* festivals to 4th of July picnics, Craig Park is the City’s central gathering spot.

Union Academy 1,104 characters with spaces LOCAL MARKER PROGRAM POLE MOUNTED

The Union Academy Elementary School was constructed in 1919 for Tarpon Springs’ African American schoolchildren through the eighth grade. The city’s prior African American school had such high enrollment rates that the Pinellas Board of Public Instruction provided the materials to construct a four-room brick structure built by C. A. Gause at a cost of \$1,468. Union Academy was not only a center for education, but also the focal point of social activity and civic pride for the African American community. Despite laws requiring segregation, principals at Union Academy regularly invited “the white friends of the school” to special events such as musical programs and awards ceremonies. By 1939, the school expanded with a two-room wood frame building. In 1942, two wooden portable classrooms (originally World War I surplus) were relocated to the campus, one of which is now preserved at Largo’s Heritage Village. The Union Academy school closed in 1969 with desegregation. The Citizens Alliance for Progress, Inc. (CAP) restored the facility, reopening in 1987 as the Union Academy Cultural Center.

Sunset Beach, Western Terminus of Gulf Road - 615 characters with spaces FOR LOCAL MARKER PROGRAM POLE MOUNTED

Built at a total cost of \$65,000 and completed in November 1926, this city beach is accessible via a man-made causeway and originally included a special events building. Colonel Henry McKie Salley, an engineering officer for the United States Army, supervised the dredging and construction that created the causeway and beach. The *Tarpon Springs Leader* reported that the American Legion’s Armistice Day festivities that month drew a crowd of 2,500 persons to the site. Later known as the “Pleasure Pier” the beach and building were the site of many local dances, receptions and weddings until the pine building burned down in October 1963.

Anclote Key Lighthouse, three miles off the coast of Tarpon Springs - 889 characters w/ spaces LOCAL MARKER PROGRAM POLE MOUNTED

The lighthouse at the southern end of Anclote Key, now part of Anclote Key Preserve State Park, served as a beacon to ships for many years. President Grover Cleveland declared the island a lighthouse reservation in 1886, and it began operation on September 15, 1887. It was constructed of a cast-iron skeletal design. Nearby frame homes were built for a keeper and assistant keeper. Keepers maintained and manned the lighthouse until 1942, when the Coast Guard took control during WWII. The light was automated in 1952 and decommissioned in 1984. Vandalized and in a state of disrepair after the decommissioning, the lighthouse was restored in 2003 with citizen support along with state and federal funding and is now maintained as a historic structure. A park ranger resides on the island, which has always been a popular picnic site for visitors who arrive by private boat or charter.

Old City Jail, 325 East Lemon Street - 473 characters with spaces LOCAL MARKER PROGRAM/BUILDING MOUNTED

This historic brick building was constructed circa 1916. Prisoners were segregated by race, with whites kept on the right side and African Americans on the left. In addition to housing human prisoners inside, the building also included a pen outside for corralling stray animals. When a new police and fire station were constructed on this site in 1963, the jail was remodeled and incorporated into the new building. In 2001, the police and fire departments moved into a new Public Safety Building. In 2015, Silverking Brewery opened and purchased the building in 2018.

Water Works Building, 102 South Grosse Avenue - 342 characters with spaces LOCAL MARKER PROGRAM/BUILDING MOUNTED

Constructed in 1916, this building was once a city fire station. The freshwater wells connected to this facility were once used to fill early fire tankers. The entrance, where horse drawn fire "trucks" used to park, has an engraved lintel over the doorway. In the early 1900s it was converted to the City Water Works building. In 2009-2010, the city restored the building and in 2012 it was recognized as a Water Landmark by the Florida Section of the American Water Works Association. The building serves as the main office for operations staff of the Water Supply Division.

Cultural Center 1,092 characters including spaces COMPLETED/APPROVED BY STATE/INSTALLED

The Cultural Center was built in 1915 to be the first City Hall of a rapidly growing Tarpon Springs. The Neoclassical style building was designed by noted Atlanta architect Ernest Daniel Ivey and constructed by J. B. McCreary. The main façade features a central gabled portico supported by four Corinthian columns topped by a simple entablature and pediment. City Hall initially housed all city administrative offices, the public library, the fire department on the south end, and the police department on the north end. City Council meetings were held on the second floor as well as a court ruled by a city judge. Growth of the city necessitated a one-story addition to the north end of the structure in 1947 with great care taken to maintain continuity with the style and materials of the original building. The building was restored and repurposed as a cultural center in 1989 and listed on the National Register of Historic Places in 1990. The Old Tarpon Springs City Hall stands as a symbol of the American municipal system and has been a focal point of the community for over 100 years.

The Safford House -1,197 characters with spaces COMPLETED/APPROVED BY STATE/RECEIVED

The Safford House is one of the oldest homes in Tarpon Springs. It was built in 1883 at the corner of N. Spring Blvd. and Grand Blvd. Former Arizona governor Anson P.K. Safford purchased the home in the late 1800's. Anson Safford, who sold land for industrial magnate Hamilton Disston, became a prominent figure in Tarpon Springs. The house was originally a one-story dog trot style, built with pine from a local sawmill. Anson Safford later added a second-story, wraparound

porches, and an observation tower for his young wife, Soledad Bonillas Safford, sister, Dr. Mary Jane Safford, and three children. Dr. Mary Jane Safford was the first female physician to practice in state of Florida. In 1891, Anson Safford and his sister, Dr. Mary Jane Safford, both died of influenza. In 1892, Soledad Safford formed the Women's Town Improvement Society, which later became the Woman's Club of Tarpon Springs. By 1900, Soledad Safford sold the property and moved the house to its present location. The house was listed on the National Register of Historic Places in 1974. In 1994, it was donated to the City of Tarpon Springs. After extensive restorations, the Safford House opened as a museum in 2003.

Old Tarpon Springs High School/City Hall - Characters with spaces: 812 COMPLETED/APPROVED BY STATE/NOT YET RECEIVED

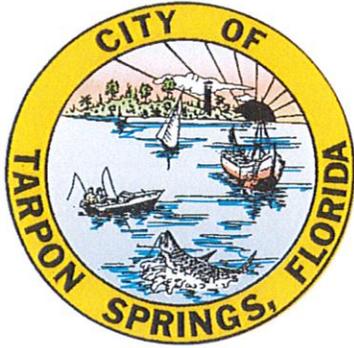
Construction began on the City's first dedicated high school in October 1925. With an initial budget of \$123,000, excluding land, building plans included a two-story brick structure with stone-trim, deemed virtually fireproof. The doors opened a year later for 260 students in grades 7-12. In 1962, the upper grades moved into a new high school on Gulf Road leaving this building for a dedicated Junior High. Grades 7-9 remained here until the Middle School was built on North Florida Avenue, opening for the 1981/1982 school year. In 1983, the City purchased the building from the School Board, setting into motion plans to restore the building to house City offices and a performing arts venue on the former high school stage and auditorium. The freshly renovated City Hall was dedicated in the spring of 1987.

Greektown Traditional Cultural Property Designation 1,234 characters w/ spaces COMPLETED/APPROVED BY STATE/NOT YET RECEIVED

Tarpon Springs' Greektown was designated as a Historic District and a Traditional Cultural Property on the National Register of Historic Places in 2014 on the basis of its unique ethnic heritage and maritime character. The district has been home to a Greek community since 1905, when Greeks immigrated in large numbers to work in the sponge industry. Today, its ongoing Greek identity is reflected in the area's occupations, language, foodways, buildings, religious practices, music and dance. The district includes a wide variety of vernacular buildings, such as St. Nicholas Greek Orthodox Church, St. Michael's Shrine, the Sponge Exchange and Sponge Docks, business and extensive residential areas, as well as many commercial industrial sponge packing warehouses that proliferated at the height of sponging activity in the early 20th century. In addition, Greek boatbuilders built more than 200 *achtarmas* style sponge boats common in the Dodecanese Islands, though only three survive today. Measuring about 140 acres, Greektown is bounded by the Anclote River on the north, Tarpon Avenue and Spring Bayou on the south, Hibiscus Street and Pinellas Avenue on the east, and Roosevelt and Grand Boulevards to Spring Bayou on the west.

Train Depot -1181 characters with spaces COMPLETED WITH BUILDING MOUNTED MARKER

Tarpon's second railroad station, a one-story masonry vernacular building, was built in 1909 and served trains along the Orange Belt Line. It replaced the original wooden one, destroyed by fire in 1908. The Depot served as the transportation and communication hub of the City for many years. By the mid 1970s, passenger rail service to Tarpon Springs had ended, and the Depot's waiting rooms became the home of the Tarpon Springs Historical Society, which was able to expand into the rear of the building when rail traffic to Tarpon Springs was discontinued in the mid-1980s. In September 2004, restoration of the building began, funded by grants from the United States Department of Transportation and Save America's Treasures and by contributions from the City of Tarpon Springs, which has owned the building since 1992. The project restored the exterior to its original appearance and transformed the interior into a modern facility where the Historical Society maintains its archival collections, exhibits images and artifacts that tell the story of the community's history, and offers programs and events that bring Tarpon Springs' heritage to life.



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 *GL*
FROM: Anthony McGee, NIGP-CPP, CPPO, CPPB, MBA, Senior Procurement Analyst *[Signature]*
DATE: 11/02/2021
SUBJECT: Approve Name Change Clark Sales Display, Inc., File No. 170084-C-CM, Lighting Services, Holiday Display (Co-op)

RECOMMENDATION:

Approve Name Change from Clark Sales Display, Inc., Federal Employer Identification Number (FEIN 59-3452866) to Rileighs Outdoor, LLC dba Clark Sales Display, Federal Employer Identification Number (FEIN 83-3166513) for Lighting Services, Holiday Display (Co-op), further increase the FY22 not to exceed amount from \$35,000 to \$56,000 and increase of \$21,000 for Public Works Department. Purchase orders will be issued against approved budgets.

BACKGROUND:

On July 13, 2017, the City of St. Petersburg awarded a Cooperative Contract for Lighting Services, Holiday Displays which included the requirements for the City of Tarpon Springs effective from August 1, 2017, thru July 31, 2020. On August 15, 2017, the Board awarded the contract. On July 9, 2020, The City of Saint Petersburg approved the first and final 2-year renewal. On August 11, 2020, the Board approved the final two-year renewal and approved a one-time increased to \$50,000.00. On January 1, 2021, the Board ratified an increase of \$1,563.25.

The purpose of the increase is to expand on the annual holiday lighting throughout the City parks and surrounding areas.

The name change is required because the awarded firm of Clark Sales Display, Inc., has been acquired by Rileighs Outdoor, LLC effective June 30, 2021 (see attached memo and vendor letter).

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

Accepted by: _____ Attest: _____
City Manager City Clerk



**Public Works Department
Office of the Director**

Thomas Funcheon
Public Works Director

To: Janina Lewis, Procurement Services Director
From: Tom Funcheon, Public Works Director
Date: October 27, 2021 
Re: Annual Christmas Decorations

At the request of the Commission for additional decorations an increase to the contract will be needed. The existing contract with Lighting Services, Holiday Display is in the amount of \$35,000 and will need an increase to \$56,000.

Last year the BOC approved an increase in Christmas Decorations to \$50,000, and also approved \$50,000 in FY 22 Facilities Maintenance Budget.

This additional \$6,000 cost will be funded by Facilities Maintenance account # 001-1203-539.44.



CLARKS

OUTDOOR DECOR™

SEASONAL DECORATIONS • BANNERS • FLAGS

PROPOSAL

SALES ~ LEASE ~ INSTALLATION

TOM FUNCHEON
 TARPON SPRINGS, CITY OF
 325 E. PINE STREET
 P.O. BOX 5004
 TARPON SPRINGS, FL 34688-5004
 Phone: 727-942-5606
 fax 727 942 5620

POST OFFICE BOX 1007
 TAVARES, FLORIDA 32778
 1-800-962-7937/ 352-343-5899

WWW.CLARKSCHRISTMAS.COM

Questions? call Lee C. Clark

Quote Number: 210423 TARPON SPRINGS 21r4

Date 10/27/2021

JOB NAME / LOCATION
 TOM FUNCHEON
 TARPON SPRINGS, CITY OF
 325 E. PINE STREET
 P.O. BOX 5004
 TARPON SPRINGS, FL 34688-5004

Quote Expires on: 11/11/2021

Qty	REF.	Description	Price	Extend
1	2 YEAR	THE ANNUAL LEASE, INSTALLATION, REMOVAL, AND STORAGE OF THE FOLLOWING HOLIDAY DECORATIONS: TWO YEAR LEASE 2020 AND 2021. (ITEMS ARE PRICED PER YEAR). PIGGY BACK ON ST PETERSBURG BLANKET PURCHASE ORDER 200814.1, IN ACCORDANCE TO IFB No. 6488	\$0.00	\$0.00
36	POLE MOUNT	LIGHT POLES TO BE DECORATED WITH A COMBINATION OF 7' TO 8' HOLIDAY DISPLAYS, WHICH CAN INCLUDE, STOCKINGS, SOLDIERS, 4'-5' WREATHS, CANDLES, AND A VARIETY OF TREES. 2020 SELECTION: PMTL 86 PALM TREE W/ PACKAGE P 235 STOCKING P 163 SOLDIER	\$200.00	\$7,200.00
36	POLE TRIM	25' GARLAND POLE TRIM TO ACCENTUATE POLE MOUNT DISPLAYS LIGHT POLE DECORATIONS TO BE PLACED ON THE FOLLOWING STREETS: 10- ON EAST TARPON AVE FROM RING TO PINELLAS AVE (ALT19) 26- ON PINELLAS AVE (ALT 19) FROM MERES BLVD TO DODECANESE BLVD	\$42.00	\$1,512.00
12	POLE TRIM	RED AND GREEN GARLAND POLE TRIM SPIRALED UP LAMPPOST WITH 2 - 24" RED & GOLD GLITTER BOWS ATTACHED AT THE TOP JUST UNDER GLOBE POLE POLE TRIM TO BE PLACED ON W TARPON AVE FROM ALT 19 TO SPRING BLVD INTERSECTION POLE WRAPS:	\$125.00	\$1,500.00
7	DOUBLE TRIM	50' GREEN POLE TRIM TO BE SPIRALED UP THE INTERSECTION MAST ARMS	\$98.50	\$689.50
1	CSDC 3	CRAIG PARK: 22' W X 6.5' T ANIMATED SANTA EXPRESSES TRAIN COVERED WITH GARLAND AND LIGHTS (2850 WATTS / 22 AMPS)	\$2,635.00	\$2,635.00
1	PT 1417	17' PANEL TREE INCLUDING 3' -3D STAR GARLAND IS NATURAL TWO TONE BRANCH OVER 689 C7 MULTI COLORED LED LIGHTS (1200 WATTS / 10 AMPS), FULL BASE SIZE IS 8' IN DIAMETER , TREE WILL BE COMPLETE WITH: OVER 150 TRADITIONAL COLORED ORNAMENTS SIZED FROM 4" - 8" 10- 18" RED WITH GOLD TRIM PREMIER BOWS ** NEW FOR 2021 **	\$3,350.00	\$3,350.00
1	19 147	12.5' X 9.5' PHOTO OP SILHOUETTE GROUND MOUNT ORNAMENT WITH GLITTER MESH LED	\$2,495.00	\$2,495.00
2	CSD SNOW200	2' GROUND MOUNT SILHOUETTE SNOWFLAKE NO RISER	\$106.00	\$212.00
3	CSD SNOW300	3' GROUND MOUNT SILHOUETTE SNOWFLAKE NO RISER	\$190.00	\$570.00

Qty	REF.	Description	Price	Extend
		** NEW IN 2020 **		
1	SSCT 14	8.5' W X 9.5' T ELF HOLDING PACKAGES (LED)	\$561.00	\$561.00
2	CSD 400	4' SILHOUETTE GIFT PACKAGE (LED)	\$195.50	\$391.00
2	CSD 303	3' SILHOUETTE STAR ON 3' RISER (LED) **BLUE**	\$119.00	\$238.00
1	SSTL 51	2' W X 5' T WRAPPED CANDY (LED)	\$195.50	\$195.50
1	SSCT 4	10' W X 7' T ELF FEEDING DEER (LED)	\$977.50	\$977.50
1	SSTL 19	4' W X 4' T SILHOUETTE GIFT PACKAGE (LED)	\$238.00	\$238.00
1	SSCT 108	4' W X 7' T SNO-MAN (LED)	\$314.50	\$314.50
1	FOS 10 24B	10 BALL STACK ASSEMBLY 24" BALLS FIRE RED	\$3,196.00	\$3,196.00
1	SNOW FALL	70 --LED ICE DROP TUBES (mix of 20" & 32") TO BE INSTALLED IN THE 2 LARGE OAK TREE CANOPIES THAT FACES THE BAYOU, (MOST VISIBLE SIDE THAT FACES W TARPON AVE) MAX HEIGHT OF 35', TREES MUST BE ACCESSIBLE BY CLARKS LARGE BUCKET TRUCKS.	\$2,400.00	\$2,400.00
1	SNOW FALL	70 --LED ICE DROP TUBES (mix of 20" & 32") TO BE INSTALLED IN THE 2 LARGE OAK TREE CANOPIES THAT FACES THE BAYOU, (MOST VISIBLE SIDE THAT FACES W TARPON AVE) MAX HEIGHT OF 35', TREES MUST BE ACCESSIBLE BY CLARKS LARGE BUCKET TRUCKS.	\$2,400.00	\$2,400.00
1	SNOW FALL	70 --LED ICE DROP TUBES (mix of 20" & 32") TO BE INSTALLED IN THE 2 LARGE OAK TREE CANOPIES THAT FACES THE BAYOU, (MOST VISIBLE SIDE THAT FACES W TARPON AVE) MAX HEIGHT OF 35', TREES MUST BE ACCESSIBLE BY CLARKS LARGE BUCKET TRUCKS.	\$2,400.00	\$2,400.00
		SPONGE DOCKS / MARINA AREA:		
1	PT 1822	22' PANEL TREE INCLUDING 4' -3D STAR GARLAND IS NATURAL TWO TONE BRANCH OVER 750 C7 MULTI COLORED LED LIGHTS LIGHTS (1200 WATTS / 10 AMPS), FULL BASE SIZE IS 10' IN DIAMETER , TREE WILL BE COMPLETE WITH: OVER 227 TRADITIONAL COLORED ORNAMENTS SIZED FROM 4" - 8" 17- 18" RED WITH GOLD TRIM PREMIER BOWS	\$5,695.00	\$5,695.00
		**NEW IN 2020 **		
1	FOS 4 24A	24" FIBERGLASS- 4 BALL ORNAMENT STACK: FIRE RED	\$2,720.00	\$2,720.00
		35 SMALL LAMP POLE DECORATIONS TO BE PLACED ON DODECANESE BLVD		
35	POLE MOUNT	LIGHT POLES TO BE DECORATED WITH A COMBINATION OF 7' TO 8' HOLIDAY DISPLAYS, WHICH CAN INCLUDE, STOCKINGS, SOLDIERS, 4'-5' WREATHS, CANDLES, AND A VARIETY OF TREES.	\$185.00	\$6,475.00
		2021 SELECTION: LPTL 86 PALM TREE W/ PACKAGE LP 121 5; Z TREE LP 128 5.5' HALO CANDLE		
		MOTHER MERES (TARPON AVE) TREE TO BE PLACED OVER THE URN AT MOTHER MERES PARKING LOT AREA		
1	PT 1822	22' PANEL TREE INCLUDING 4' -3D STAR **MOTHER MERES **	\$5,695.00	\$5,695.00

Qty	REF.	Description	Price	Extend
1	FO 36	36" FIBERGLASS ORNAMENT (GOLD)	\$531.25	\$531.25
1	FC7 BULB	2' X 5.75' FIBERGLASS C7 SOCKET AND RED BULB	\$637.50	\$637.50
1	INFO	DECORATIONS WILL BE INSTALLED IN NOVEMBER, AND REMOVED TO OUR STORAGE FACILITY IN LATE DECEMBER /JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS. THIS ALSO INCLUDES THE RESETTING OF GFCI BREAKERS THAT POP DUE TO MOISTURE, RAIN, FOG, SPRINKLERS, ETC. ** ALL TREE LIGHTING WILL BE INSTALLED IN SEPTEMBER OR OCTOBER FOR A NOVEMBER PLUG IN**	\$0.00	\$0.00
	PAYMENT	PAYMENT TO BE MADE AS FOLLOWS: ALL LEASE CONTRACTS ARE BILLED IN OCTOBER OR NOVEMBER OF EACH YEAR; NET 15 DAYS		\$0.00
0	CANCEL	CANCELLATION CLAUSE: THIS CONTRACT MAY BE CANCELLED BY EITHER PARTY UPON A 30 DAY WRITTEN NOTICE. WRITTEN NOTICE MUST BE DONE PRIOR TO JULY 1 OF ANY YEAR.	\$0.00	\$0.00

TAX

TOTAL ANNUAL LEASE \$55,228.75

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above, it is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS. AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, THIEF AND OTHER NECESSARY INSURANCE. OUR WORKS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

Signature: _____

Signature: _____

Name: _____ Title: _____

Date of Acceptance: _____

Barley Snyder

ATTORNEYS AT LAW

213 MARKET STREET, 12TH FLOOR
HARRISBURG, PA 17101
TEL (717) 231-6603 FAX (717) 344-5373
WWW.BARLEY.COM

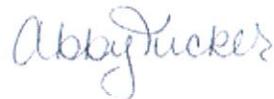
Abby Tucker, Esquire
Direct Dial Number: (717) 399-1530
E-mail: atucker@barley.com

To Whom It May Concern:

As of June 30, 2021, Rileighs Outdoor, LLC and Clark Sales Display, Inc. entered into an asset sale through which Rileighs Outdoor, LLC purchased all of the assets of Clark Sales Display, Inc. Following this transaction, the two companies have merged their operations with Rileighs assuming all of the business and continuing all of the activities of Clark Sales Display. Enclosed herein you will find a copy of the Bill of Sale, Assignment and Assumption Agreement whereby Rileighs Outdoor, LLC assumed all of the assets and liabilities of Clark Sales Display.

Should you need any further information regarding this matter, please contact me.

Very truly yours,



Abby Tucker

ALT:

Enclosure

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the “**Agreement**”) is effective as of the 30th day of June, 2021 (the “**Effective Date**”), by and between CLARK SALES DISPLAY, INC., a Florida corporation (the “**Seller**”), LEE CLARK, an adult individual, and ANNE MARIE CLARK, an adult individual (collectively, the “**Shareholders**”) and RILEIGHS OUTDOOR, LLC, a Delaware limited liability company (“**Purchaser**”).

RECITALS:

WHEREAS, Purchaser has entered into an Asset Purchase Agreement with Seller and Shareholders of even date herewith (the “**Purchase Agreement**”), pursuant to which Purchaser is purchasing the Purchased Assets (as defined in the Purchase Agreement) from Seller;

WHEREAS, the Purchased Assets expressly includes the vehicles set forth on Exhibit A attached hereto;

WHEREAS, Purchaser has agreed to acquire from Seller, and Seller has agreed to bargain, sell, assign, transfer and convey to Purchaser, all of Seller’s right, title and interest in and to the Purchased Assets; and

WHEREAS, the parties hereto desire to carry out such transactions by this Agreement and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Bill of Sale.

a. As of the Effective Date, Seller hereby sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby purchases, acquires and accepts the Purchased Assets. TO HAVE AND TO HOLD the Purchased Assets unto the Purchaser, its successors and assigns, for its own use and behalf forever.

b. It is the intention of Seller to transfer irrevocably the absolute right, title and interest in and to the Purchased Assets to the Purchaser.

c. Seller lawfully owns and has the legal power to sell, assign and transfer to Purchaser, good, marketable and full legal, equitable and beneficial title to the Purchased Assets, and such Purchased Assets will be conveyed to Purchaser free and clear of all debts, claims, mortgages, security interests, liens, encumbrances, pledges, options, conditional sale and other agreements, restrictions or other similar arrangements whatsoever.

2. Assignment and Assumption of Seller's Obligations.

a. Assignment. Seller hereby irrevocably grants, assigns, transfers and conveys to Purchaser and Purchaser hereby irrevocably accepts the assignment of the obligations which arise out of the actions of Purchaser with respect to the Purchased Assets from and after the Effective Date.

b. Assumption of Liabilities.

i. Purchaser hereby assumes the Assumed Liabilities (as defined in the Purchase Agreement) and agrees to perform all of the obligations and duties under or relating to the Assumed Liabilities as set forth in the Purchase Agreement.

ii. Purchaser does not assume and shall not be or become liable for the Retained Liabilities (as defined in the Purchase Agreement).

3. Further Assurances. From time to time after the date hereof, at Purchaser's request and without further consideration from Purchaser (other than reimbursement of out of pocket expenses), Seller and the Shareholders hereby agree to execute and deliver such other instruments of conveyance and transfer and to take such other action as Purchaser may reasonably require to more effectively convey, transfer to and vest in Purchaser the Purchased Assets. Without limiting the generality of the foregoing, Seller and Shareholders covenant and agree that, from time to time at the request of Purchaser and without further consideration (other than reimbursement of out of pocket expenses), Seller and Shareholders will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged) all such other instruments, documents and agreements and take, do and perform all such other acts as may reasonably be required in order to vest in and confirm to Purchaser the title to, and Purchaser's right to use and enjoy, the Purchased Assets hereby agreed to be and intended to be conveyed to Purchaser.

4. Miscellaneous.

a. Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

b. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

c. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida to the full extent permitted by applicable law, without giving effect to the conflicts of law principles thereof.

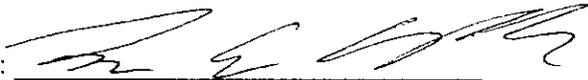
d. The use of any singular term shall include the plural and vice versa.

e. Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Purchased Assets contained in the Purchase Agreement, which representations and warranties shall survive the execution and delivery of this Agreement as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal the day and year first set forth above.

SELLER:

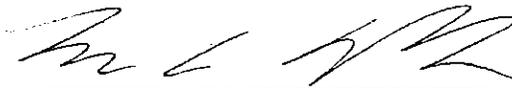
CLARK SALES DISPLAY, INC.

By: 

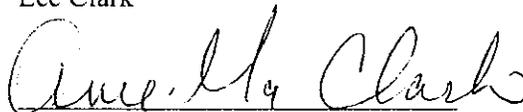
Name: Lee C Clark

Title: President

SHAREHOLDERS:



Lee Clark



Anne-Marie Clark

PURCHASER:

RILEIGHS OUTDOOR, LLC

By: _____

Name: Carter Cheskey

Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal the day and year first set forth above.

SELLER:

CLARK SALES DISPLAY, INC.

By: _____

Name: _____

Title: _____

SHAREHOLDERS:

Lee Clark

Anne-Marie Clark

PURCHASER:

RILEIGHS OUTDOOR, LLC

By:  _____

Name: Carter Cheskey

Title: Manager

EXHIBIT A

REDACTED



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: Jay Jackus, CPPO, CPPB, Procurement Services Director
FROM: Anthony McGee, CPPB, MBA, Senior Procurement Analyst
DATE: 01/12/2021
SUBJECT: Ratify an Increase to File No. 170084-C-CM, Lighting Services, Holiday Display (Co-op)

RECOMMENDATION:

Ratify an Increase to File No. 170084-C-CM, City of St. Petersburg IFB No. 6488, Lighting Services, Holiday Displays to Clark Sales Display, Inc. from \$50,000.00 to \$51,563.25 an increase of \$1,563.25 for the Public Works Department.

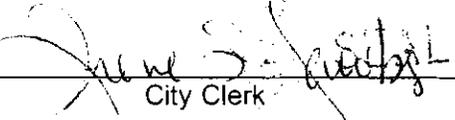
BACKGROUND:

On July 13, 2017, the City of St. Petersburg awarded a Cooperative Contract for Lighting Services, Holiday Displays which included the requirements for the City of Tarpon Springs effective from August 1, 2017 thru July 31, 2020. On August 15, 2017 the Board awarded the contract. On July 9, 2020 The City of Saint Petersburg approved the first and final 2 year renewal. On August 11, 2020 the Board approved the final two year renewal and approved a one-time increased to \$50,000.00.

The purpose of this increase is for the additional installation of tree lighting (see memo). The purpose of this contract is to furnish and install holiday displays and then remove the displays after the holiday season. Staff can schedule removing the displays through January 12th.

FUNDING: 001-1203-539.44 City Buildings & Grounds

Accepted by: 
City Manager

Attest 
City Clerk





**Public Works Department
Office of the Director**

Thomas Funcheon
Public Works Director

To: Jay Jackus, Procurement Services Director
From: Tom Funcheon, Public Works Director
Date: January 5, 2021
Re: Change Order to PO 210038

At the City Manager's request, additional tree lighting was installed at Craig Park by Clark Sales Display in the amount of \$1,650. This amount exceeds the authorized limit by \$1,563.25.

This additional cost will be funded by Facilities Maintenance account # 001-1203-539.44.



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: Jay Jackus, CPPO, CPPB, Procurement Services Director *[Signature]*
FROM: Anthony McGee, CPPB, MBA, Senior Procurement Analyst *[Signature]*
DATE: 08/11/2020
SUBJECT: Renew File No. 170084-C-CM, Lighting Services, Holiday Display (Co-op)

RECOMMENDATION:

Renew File No. 170084-C-CM, City of St. Petersburg IFB No. 6488, Lighting Services, Holiday Displays to Clark Sales Display, Inc. for the period August 1, 2020 through July 31, 2022 in an estimated annual amount of \$35,000 for the Public Works Department. Purchase orders will be issued against approved budgets.

BACKGROUND:

On July 13, 2017, the City of St. Petersburg awarded a Cooperative Contract for Lighting Services, Holiday Displays which included the requirements for the City of Tarpon Springs effective from August 1, 2017 thru July 31, 2020. On August 15, 2017 the Board awarded the contract. On July 9, 2020 The City of Saint Petersburg approved the first and final 2 year renewal.

The purpose of this contract is to furnish and install holiday displays and then remove the displays after the holiday season. Staff can schedule removing the displays through January 12th.

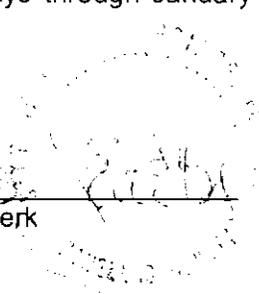
FUNDING: 001-1203-539.44 City Buildings & Grounds

Accepted by: _____

[Signature]
City Manager

Attest _____

[Signature]
City Clerk



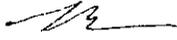


**Public Works Department
Office of the Director**

Thomas Funcheon
Public Works Director

To: Jay Jackus, Procurement Services Director

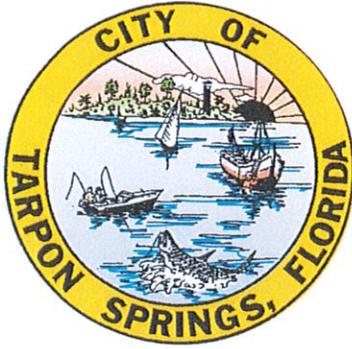
From: Tom Funcheon, Public Works Director

Date: July 28, 2020 

Re: Annual Christmas Decorations

We recommend awarding Clark Sales Display the holiday display contract in an amount not to exceed \$35,000 annually.

This cost will be funded by account # 001-1203-539.44.



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, NIGP-CPP, CPPO, Procurement Services Director *AL*

FROM: Anthony McGee, NIGP-CPP, CPPO, CPPB, MBA, Senior Procurement Analyst *u*

DATE: 11/02/2021

SUBJECT: Award Bid No. 220007-B-AM Sidewalks Improvement

RECOMMENDATION:

Award Bid No. 220007-B-AM, Sidewalks Improvement to Rogar Management & Consulting of FL, LLC. in an amount not to exceed \$229,858.91 for Public Works.

BACKGROUND:

On September 9, 2021, the Board rejected the contract award File No. 210189-C-AM utilizing City of Temple Terrace Contract No. 21-009 Continuing Contract for Miscellaneous Concrete Flat Work for the 2021 Sidewalk Improvement Program in the amount of \$200,000.00 and requested that staff go out to bid.

Bid No. 22007-B-AM was solicited on October 3, 2021 on Demandstar.com. A total of six responses were received (see attached Bid Tab). Rogar Management & Consulting of FL, LLC is considered the lowest, responsive, and responsible bidder.

The purpose of this contract is to provide all labor, supervision, materials, equipment, and incidentals required for sidewalks construction in accordance with all applicable FDOT, Pinellas County and City of Tarpon design standards. All work will be performed by the contractor, no sub-contractors will be used.

The award amount of \$229,858.91 includes a contingency amount of \$10,945.66 for any unforeseen work.

FUNDING: 301-8402-541-6300 Project TR2101, Sidewalks

Accepted by: _____ Attest: _____

Tabulation of Bids
For
Bid No 220007-B-AM
Sidewalks

Wednesday, October 20, 2021 @ 3:00 p.m.

Company	Total Cost
Rogar Management & Consulting of FL, LLC. Miami, FL	\$218,913.25
C & T Contracting Services LLC Tampa, FL	\$226,907.50
Kontos Construction LLC Tarpon Springs, FL	\$241,604.00
SIGA Construction LLC, Tampa, FL	\$298,613.50
American Construction Services, Inc. Of Tampa Tampa, FL	\$379,525.00
Timm Group Stucco Inc. dba Timm Group Building & General Contractors Tarpon Springs, FL	\$395,675.00

Broadcast: 405 Planholders: 25 Responses: 6

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



**Public Works Department
Office of the Director**

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director 

Date: October 27, 2021

Subject: 2021 Sidewalk Improvement Program

Recommendation:

Approve utilizing Rogar Management & Consulting for sidewalk work (BID No. 220007-B-AM) in the amount of \$218,913.25. There will also be a 5% contingency in the amount \$10,945.66

Background:

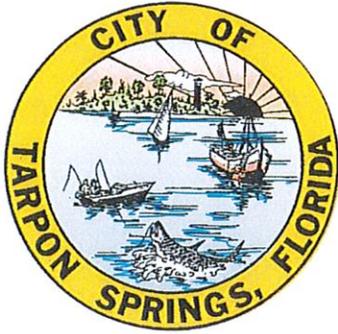
Attached is the completed prioritized listing based on technical criteria, which was approved by the Mayor and Board of Commissioners on July 27, 2021.

The funding source is the Capital Project Fund – Road Program, acct # 301-8402-541.63, project # TR2101.

Prioritized Sidewalk List

Location	Ranking	Address	ADA Ramp(s)	Width (ft)	Length (ft)	Cost (\$30/lf)
1	20	416 N Disston, north to Pine	2	4	195	\$5,850
2	19	407 E Harrison - East to Levis (N side)	0	4	485	\$14,550
3	19	628 Pent, east to N Walton	1	4	125	\$3,750
4	19	809 E Pine, west to N Disston	2	4	310	\$9,300
5	18	E Morgan @ S Disston connect (N & S sides)	2	4	30	\$900
6	18	North Av, MLK south to 606 North Av.	1	4	100	\$3,000
7	18	608 North Av	1	4	60	\$1,800
8	18	616 North Av, south to Harrison	1	4	205	\$6,150
9	18	623 Locust	1	4	35	\$1,050
10	18	805 N Walton (Locust side)	1	4	130	\$3,900
11	18	810 N Walton (Locust side)	2	4	150	\$4,500
12	18	S. Disston Av, intersection of E. Curlew Pl (west & east side)	3	4	26	\$780
13	18	809 E. Pine, west to N Disston	2	4	310	\$9,300
14	17	East Pine St. between Hibiscus & Safford Ave, North Side	5	4	412	\$12,360
15	17	Cross St., S side, Roosevelt to Hope	2	4	225	\$6,750
16	17	551 E Orange	2	4	50	\$1,500
17	17	619 E Center, west to N Disston	1	4	400	\$12,000
18	16	510 Triplett ST. South to Pine St	1	4	115	\$3,450
19	16	515 Triplett St, South to E. Pine St.	0	4	186	\$5,580
20	15	1018 Anclote Dr.	0	4	105	\$3,150
21	14	Canal St - from Grand to Roosevelt	1	4	265	\$7,950
22	13	W. Spruce (N side) between Hope & Roosevelt	2	4	155	\$4,650
23	13	S. Disston Av, from Harrison to Meres (west side)	2	4	650	\$19,500
24	13	Peninsula Ave & Riverside Dr.	1	4	35	\$1,050
25	13	912 Riverside Dr. on Wideview Side	2	4	387	\$11,610
26	13	1002 Riverside Dr. sidewalk on Hamilton side	3	4	130	\$3,900
27	13	Anclote Dr. & Riverside Dr. N.E. Corner	2	4	205	\$6,150
28	13	1100 Riverside Dr. Both sides of lot	2	4	336	\$10,080
29	13	1037 Wideview Ave	1	4	290	\$8,700
30	13	1120 Riverside Dr.	1	4	211	\$6,330
31	13	1101 N. Florida Ave	0	4	80	\$2,400
32	13	1107 N. Florida Ave	0	4	45	\$1,350
33	13	1115 N. Florida Ave to 1119 N. Florida Ave	0	4	155	\$4,650
34	13	Riverview Dr. North to 1269 N. Florida Ave	1	4	1,735	\$52,050
35	13	916 Riverside Dr.1	1	4	82	\$2,460
36	12	Clarissa Ct ADA crossing @ Ironworks East Side	1	4	10	\$300
37	12	Clarissa Ct ADA crossing @ Ironworks West Side	1	4	10	\$300
38	12	Forbes Trc ADA Crossing @ Ironworks Ln. West Side	1	4	5	\$150
39	12	Forbes Trc ADA Crossing @ Ironworks Ln. East Side	1	4	10	\$300
40	9	615 N. Jasmine south to Melon (west side)	2	4	325	\$9,750
41	8	S. Disston Av from E. Curlew to Ivey Ln (west side & east connect)	2	4	155	\$4,650
42	8	507 Ivey Ln, east to S. Disston (north side)	1	4	166	\$4,980
43	8	506 Ivey Ln, east to S. Disston (south side)	1	4	166	\$4,980
44	7	Sandy Hollow Rd to Crescent Ct (south/east side) *6" Depth needed	0	4	90	\$2,700

Total Cost \$280,560



CITY OF TARPON SPRINGS, FLORIDA

Procurement Services

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

NOTICE OF INTENT TO AWARD

Date: October 28, 2021
ITB Title: Sidewalks Improvement
ITB Number: 220007-B-AM
Intent to Award Date: November 1, 2021

Please be advised that the City of Tarpon Springs, Procurement Services Director, with concurrence of the City of Tarpon Springs Public Works Department staff, has recommended the award of a contract for the above referenced Bid to:

Rogar Management & Consulting of FL, LLC.

This letter is not to be construed as the final award of the contract. Final award is subject to review, by the City of Tarpon Springs Procurement Services Staff, for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

BID FORM

BID NO. 220007-B-AM

SIDEWALKS

BIDDER Rogar Management & Consulting of FL, LLC.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as 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, as more fully set forth in the Agreement, 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>
10/13/2021	<u>1</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - c. 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.
 - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
2. 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. The Basis of Payment is all inclusive for the work performed at each location. Include all applicable costs in the unit pricing per LF. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown below and for the total base bid shown below:

PRICING SUMMARY
All measurements are based on 4 ft. wide sidewalks.

Item No.	Location NOTE: All sidewalks are 4' wide	Length (per LF)	Unit Price (Per LF)	Total (Unit Price X Lineal Foot)
1	416 N Disston, north to Pine	195	\$27.11	\$5,286.45
2	407 E Harrison - East to Levis (N side)	485	\$27.11	\$13,148.35
3	628 Pent, east to N Walton	125	\$27.11	\$3,388.75
4	809 E Pine, west to N Disston	310	\$27.11	\$8,404.10
5	E Morgan @ S Disston connect (N & S sides)	30	\$27.11	\$813.30
6	North Av, MLK south to 606 North Av.	100	\$27.11	\$2,711.00
7	608 North Av	60	\$27.11	\$1,626.00
8	616 North Av, south to Harrison	205	\$27.11	\$5,557.55
9	623 Locust	35	\$27.11	\$948.85
10	805 N Walton (Locust side)	130	\$27.11	\$3,524.30
11	810 N Walton (Locust side)	150	\$27.11	\$4,066.50
12	S. Disston Av, intersection of E. Curlew Pl (west & east side)	26	\$27.11	\$704.86
13	East Pine St. between Hibiscus & Safford Ave, North Side	412	\$27.11	\$11,169.32
14	Cross St., S side, Roosevelt to Hope	225	\$27.11	\$6,099.75
15	551 E Orange	50	\$27.11	\$1,355.50
16	619 E Center, west to N Disston	400	\$27.11	\$10,844.10
17	510 Triplett ST. South to Pine St	115	\$27.11	\$3,117.65
18	515 Triplett St, South to E. Pine St.	186	\$27.11	\$5,042.46
19	1018 Anclote Dr.	105	\$27.11	\$2,846.55
20	Park St - from Grand to Roosevelt (North side)	265	\$27.11	\$7,184.15
21	W. Spruce (N side) between Hope & Roosevelt	155	\$27.11	\$4,202.05
22	S. Disston Av, from Harrison to Meres (west side)	650	\$27.11	\$17,621.50
23	912 Riverside Dr. on Wideview Side	387	\$27.11	\$10,491.57
24	1002 Riverside Dr. sidewalk on Hamilton side	130	\$27.11	\$3,524.30
25	Anclote Dr. & Riverside Dr. N.E. Corner	205	\$27.11	\$5,557.55
26	1100 Riverside Dr. Both sides of lot	336	\$27.11	\$9,108.96
27	1037 Wideview Ave	290	\$27.11	\$7,861.90
28	1120 Riverside Dr.	211	\$27.11	\$5,720.21

29	1101 N. Florida Ave	80	\$27.11	\$ 2,168.80
30	1107 N. Florida Ave	50	\$27.11	\$ 1,355.50
31	1115 N. Florida Ave to 1119 N. Florida Ave	155	\$27.11	\$ 4,202.05
32	Riverview Dr. North to 1269 N. Florida Ave	1,735	\$27.11	\$ 47,035.85
33	916 Riverside Dr.	82	\$27.11	\$ 2,223.02
	Total Bid			\$ 218,913.25

The Contractor may be required to perform additional work. The contractor shall perform additional work at \$ 27.11 per lineal foot (4 ft wide sidewalk) and the prices shall be held firm for 90 days from the contract completion date.

3. **The City prefers to pay through ePayables.** ePayables - Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes _____ No

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

4. Bidder agrees that the Work will be substantially complete **within 30 calendar days** after the date when the Contract Times commence to run.

5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990 in accordance with the requirements of Chapter 553, Florida Statutes
 Bidder: Rogar Management & Consulting of FL, LLC. Date 10/18/2021

Address: 12011 SW 129 CT Unit # 5

City Miami State Florida Zip 33186

Phone No.: 786-573-1872 Fax No.: 305-397-2706 Email: rogarllc@gmail.com

Javier Rodriguez - Managing Member

Printed Name and Title

Authorized Signature

BID FORM

BID NO. 220007-B-AM

SIDEWALKS

BIDDER C&T Contracting Services, LLC

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as 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, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>10/13/21</u>	<u>Addendum 1</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - c. 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.
 - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
2. 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. The Basis of Payment is all inclusive for the work performed at each location. Include all applicable costs in the unit pricing per LF. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown below and for the total base bid shown below:

PRICING SUMMARY

All measurements are based on 4 ft. wide sidewalks.

Item No.	Location NOTE: All sidewalks are 4' wide	Length (per LF)	Unit Price (Per LF)	Total (Unit Price X Lineal Foot)
1	416 N Disston, north to Pine	195	\$28.10	\$5,479.50 ✓
2	407 E Harrison - East to Levis (N side)	485	\$28.10	\$13,628.50 ✓
3	628 Pent, east to N Walton	125	\$28.10	\$3,512.50 ✓
4	809 E Pine, west to N Disston	310	\$28.10	\$8,711.00 ✓
5	E Morgan @ S Disston connect (N & S sides)	30	\$28.10	\$843.00 ✓
6	North Av, MLK south to 606 North Av.	100	\$28.10	\$2,810.00 ✓
7	608 North Av	60	\$28.10	\$1,686.00 ✓
8	616 North Av, south to Harrison	205	\$28.10	\$5,760.50 ✓
9	623 Locust	35	\$28.10	\$983.50 ✓
10	805 N Walton (Locust side)	130	\$28.10	\$3,653.00 ✓
11	810 N Walton (Locust side)	150	\$28.10	\$4,215.00 ✓
12	S. Disston Av, intersection of E. Curlew Pl (west & east side)	26	\$28.10	\$730.60 ✓
13	East Pine St. between Hibiscus & Safford Ave, North Side	412	\$28.10	\$11,577.20 ✓
14	Cross St., S side, Roosevelt to Hope	225	\$28.10	\$6,322.50 ✓
15	551 E Orange	50	\$28.10	\$1,405.00 ✓
16	619 E Center, west to N Disston	400	\$28.10	\$11,240.00 ✓
17	510 Triplett ST. South to Pine St	115	\$28.10	\$3,231.50 ✓
18	515 Triplett St, South to E. Pine St.	186	\$28.10	\$5,226.60 ✓
19	1018 Anclote Dr.	105	\$28.10	\$2,950.50 ✓
20	Park St - from Grand to Roosevelt (North side)	265	\$28.10	\$7,446.50 ✓
21	W. Spruce (N side) between Hope & Roosevelt	155	\$28.10	\$4,355.50 ✓
22	S. Disston Av, from Harrison to Meres (west side)	650	\$28.10	\$18,265.00 ✓
23	912 Riverside Dr. on Wideview Side	387	\$28.10	\$10,874.70 ✓
24	1002 Riverside Dr. sidewalk on Hamilton side	130	\$28.10	\$3,653.00 ✓
25	Anclote Dr. & Riverside Dr. N.E. Corner	205	\$28.10	\$5,760.50 ✓
26	1100 Riverside Dr. Both sides of lot	336	\$28.10	\$9,441.60 ✓
27	1037 Wideview Ave	290	\$28.10	\$8,149.00 ✓
28	1120 Riverside Dr.	211	\$28.10	\$5,929.10 ✓

29	1101 N. Florida Ave	80	\$ 28.10	\$ 2,248.00	✓
30	1107 N. Florida Ave	50	\$ 28.10	\$ 1,405.00	✓
31	1115 N. Florida Ave to 1119 N. Florida Ave	155	\$ 28.10	\$ 4,355.50	✓
32	Riverview Dr. North to 1269 N. Florida Ave	1,735	\$ 28.10	\$ 48,753.50	✓
33	916 Riverside Dr.	82	\$ 28.10	\$ 2,304.20	✓
	Total Bid		\$ 28.10	\$ 226,907.50	✓

The Contractor may be required to perform additional work. The contractor shall perform additional work at \$ 28.10 per lineal foot (4 ft wide sidewalk) and the prices shall be held firm for 90 days from the contract completion date.

3. **The City prefers to pay through ePayables.** ePayables - Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes No X

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

4. Bidder agrees that the Work will be substantially complete **within 30 calendar days** after the date when the Contract Times commence to run.

5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990 in accordance with the requirements of Chapter 553, Florida Statutes

Bidder: C&T Contracting Services, LLC Date 10/20/2021

Address: 11023 Countryway Blvd.

City Tampa State Florida Zip 33626

Phone No.: 727-483-1594 Fax No: N/A Email: Chris@ctcontractingservices.com

Chris Telson - Managing Partner
Printed Name and Title


Authorized Signature

BID FORM

BID NO. 220007-B-AM

SIDEWALKS

BIDDER KONTOS CONSTRUCTION LLC

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as 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, as more fully set forth in the Agreement, 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>
10/13/2021	ADDENDUM 1	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - c. 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.
 - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- 2. 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. The Basis of Payment is all inclusive for the work performed at each location. Include all applicable costs in the unit pricing per LF. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown below and for the total base bid shown below:

PRICING SUMMARY
All measurements are based on 4 ft. wide sidewalks.

Item No.	Location NOTE: All sidewalks are 4' wide	Length (per LF)	Unit Price (Per LF)	Total (Unit Price X Lineal Foot)
1	416 N Disston, north to Pine	195	\$ 29.92	\$ 5,834.40
2	407 E Harrison - East to Levis (N side)	485	\$ 29.92	\$ 14,511.20
3	628 Pent, east to N Walton	125	\$ 29.92	\$ 3,740.00
4	809 E Pine, west to N Disston	310	\$ 29.92	\$ 9,275.20
5	E Morgan @ S Disston connect (N & S sides)	30	\$ 29.92	\$ 897.60
6	North Av, MLK south to 606 North Av.	100	\$ 29.92	\$ 2,992.00
7	608 North Av	60	\$ 29.92	\$ 1,795.20
8	616 North Av, south to Harrison	205	\$ 29.92	\$ 6,133.60
9	623 Locust	35	\$ 29.92	\$ 1,047.20
10	805 N Walton (Locust side)	130	\$ 29.92	\$ 3,889.60
11	810 N Walton (Locust side)	150	\$ 29.92	\$ 4,488.00
12	S. Disston Av, intersection of E. Curlew Pl (west & east side)	26	\$ 29.92	\$ 777.92
13	East Pine St. between Hibiscus & Safford Ave, North Side	412	\$ 29.92	\$ 12,327.04
14	Cross St., S side, Roosevelt to Hope	225	\$ 29.92	\$ 6,732.00
15	551 E Orange	50	\$ 29.92	\$ 1,496.00
16	619 E Center, west to N Disston	400	\$ 29.92	\$ 11,968.00
17	510 Triplett ST. South to Pine St	115	\$ 29.92	\$ 3,440.80
18	515 Triplett St, South to E. Pine St.	186	\$ 29.92	\$ 5,565.12
19	1018 Anclote Dr.	105	\$ 29.92	\$ 3,141.60
20	Park St - from Grand to Roosevelt (North side)	265	\$ 29.92	\$ 7,928.80
21	W. Spruce (N side) between Hope & Roosevelt	155	\$ 29.92	\$ 4,637.60
22	S. Disston Av, from Harrison to Meres (west side)	650	\$ 29.92	\$ 19,448.00
23	912 Riverside Dr. on Wideview Side	387	\$ 29.92	\$ 11,579.04
24	1002 Riverside Dr. sidewalk on Hamilton side	130	\$ 29.92	\$ 3,889.60
25	Anclote Dr. & Riverside Dr. N.E. Corner	205	\$ 29.92	\$ 6,133.60
26	1100 Riverside Dr. Both sides of lot	336	\$ 29.92	\$ 10,053.12
27	1037 Wideview Ave	290	\$ 29.92	\$ 8,676.80
28	1120 Riverside Dr.	211	\$ 29.92	\$ 6,313.12

29	1101 N. Florida Ave	80	\$ 29.92	\$ 2,393.60
30	1107 N. Florida Ave	50	\$ 29.92	\$ 1,496.00
31	1115 N. Florida Ave to 1119 N. Florida Ave	155	\$ 29.92	\$ 4,637.60
32	Riverview Dr. North to 1269 N. Florida Ave	1,735	\$ 29.92	\$ 51,911.20
33	916 Riverside Dr.	82	\$ 29.92	\$ 2,453.44
	Total Bid	8075	\$ 29.92	\$ 241,604.00

The Contractor may be required to perform additional work. The contractor shall perform additional work at \$ 50.00 per lineal foot (4 ft wide sidewalk) and the prices shall be held firm for 90 days from the contract completion date.

3. **The City prefers to pay through ePayables.** ePayables - Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes _____ No _____

We will accept Visa for payment: ___Yes ___No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

4. Bidder agrees that the Work will be substantially complete **within 30 calendar days** after the date when the Contract Times commence to run.

5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990 in accordance with the requirements of Chapter 553, Florida Statutes

Bidder: KONTOS CONSTRUCTION LLC Date 10/20/2021

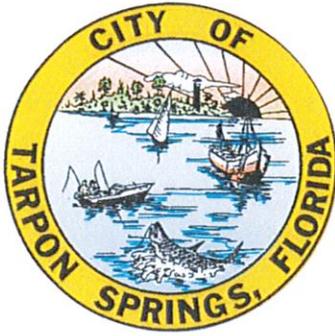
Address: 201 S LEVIS AVE

City TARPON SPRINGS State FL Zip 34689

Phone No.: 727-938-0021 Fax No: 727-937-6017 Email: kontosconstruction@gmail.com

VASILIS KONTOS - PRESIDENT
Printed Name and Title


Authorized Signature



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

INVITATION TO BID

SIDEWALKS IMPROVEMENT

Date: October 3, 2021

Bid No.: 220007-B-AM

Sealed bids will be received by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689 (mailing address: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida 34688-5004), until:

3:00 p.m. Wednesday October 20, 2021

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

Project:	Sidewalks Improvement
Bid No.:	220007-B-CM
Bid Bond:	5%
Performance & Payment Bonds:	100%

Bids and all addenda shall be available only through DemandStar/Onvia (www.demandstar.com).

Submission and Receipt of Bids

If you are interested in responding, please provide one original and one USB/Flash-drive copy of your bid to this office by the date and time indicated. The outside of your package must be clearly labeled with the bid number, title, bid opening date and time and the name and address of the bidder. PLEASE NOTE: The Post Office does not deliver mail to Procurement Services' physical location. City staff picks the mail up once a day. If a Bid package is sent via USPS EXPRESS MAIL, it may not be received in Procurement Services on time. Receipt by the Post Office prior to the deadline does not meet the City's deadline requirements. Bids must be received in Procurement Services at or before the specified time of opening. Bidders are welcome to attend; however no award will be made at this time. Facsimile bids will not be considered. Late bids will not be accepted. The City will not pay any costs incurred by bidders in the preparation of its bid. Bids may not be withdrawn for 90 days after bid opening.

Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be faxed to 727-937-1766 or e-mailed to purchasing@ctsfl.us. **Questions must be submitted, in writing, not later than Tuesday, October 12, 2021.** Responses will not be made after the deadline.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this Invitation to Bid shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through DemandStar/Onvia should be considered for your bid submittal.

Compliance

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

Rejection of Bids

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

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

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

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

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:am
Attachments

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Performance & Payment Bonds

Attachments:

Technical Specifications, February 2011(72 pages)
Photographs and Locations

PART A

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. Scope of Work

The Contractor shall construct sidewalks, complete and in place, in accordance with the Contract Documents for the locations listed on the Bid Form.

The purpose of this contract is to enhance, improve, and/or repair pedestrian facilities in the City of Tarpon Springs in accordance with the contract specifications. The work will generally consist of three main components: construction of new concrete sidewalk at locations which lack pedestrian facilities; retrofitting intersections where pedestrian facilities exist to provide new ADA compliant sidewalk ramps; and removal of damaged sections of sidewalk to the limit specified by the City and replacement with new concrete sidewalk and ADA compliant sidewalk ramps. This work will include, but may not be limited to:

- Removal and replacement of sidewalk, and various sidewalk appurtenances
- Clearing and grubbing, including removal and disposal of all material generated
- Grade work, including regarding of slopes and relocation of swales and ditches
- Root pruning and installation of root barriers as required
- Incidental repair and/or realignment of irrigation sprinkler systems
- Construction of ADA compliant sidewalk ramps and replacement of sidewalk and curb to maintain 1:12 transitions. All ADA sidewalk curb ramps to be in accordance with FDOT Design Standard Index 304. Construct concrete sidewalk curb ramps with yellow detectable warning truncated dome mats.
- Incidental removal and replacement of asphalt and other roadway components
- Utility coordination and minor utility work incidental to the construction of above
- Maintenance of traffic incidental to this construction
- Installation of sod
- Complete restoration of the construction sites
- Contact Sunshine One Call 811 for underground utility locations.

The successful contractor shall provide all labor, supervision, materials, equipment, and incidentals required for sidewalk construction in accordance with all applicable FDOT, Pinellas County and City of Tarpon Springs design standards. Work includes mobilization of personnel, equipment, and material. Work also includes scheduling notifications to residents and businesses.

Locations

Location 1. 416 N Disston, north to Pine. Install 195' of new sidewalk, with two (2) ADA ramps meeting ADA Ramp Specification Requirements. Width 4', Length 195'.

Location 2. 407 E Harrison - East to Levis (N side). Install 485' of new sidewalk. 0 ADA. Width 4', Length 485'.

Location 3. 628 Pent, east to N Walton. Install 125' of new sidewalk between East Tarpon Avenue and East Court Street. Width 4', Length 125'. 1 ADA Ramps, meeting ADA Ramp Specifications Requirements

Location 4. 809 E Pine, west to N Disston. Width 4', Install 310' of new sidewalk. 2 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 5. E Morgan @ S Disston connect (N & S sides). Install 30' of new sidewalk, 4' wide. 2 ADA Ramps, meeting ADA Ramp Specifications Requirements.

Location 6. North Av, MLK south to 606 North Av. Install 100' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specifications Requirements.

Location 7. 608 North Av. Install 60' of new sidewalk. 4' width. 1 ADA Ramp, meeting ADA Specifications Requirements.

Location 8. 616 North Av, south to Harrison. Install 205' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 9. 623 Locust. Install 35' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specifications Requirements.

Location 10. 805 N Walton (Locust side). Install 130' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 11. 810 N Walton (Locust side). Install 150' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 12. S. Disston Av, intersection of E. Curlew Pl (west & east side). Install 26' of new sidewalk. 4' width. 4 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 13. East Pine St. between Hibiscus & Safford Ave, North Side. Install 412' of new sidewalk. 4' width. 5 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 14. Cross St., S side, Roosevelt to Hope. Install 225' of new sidewalk. 4' width. 0 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 15. 551 E Orange. Install 50' of new sidewalk. 4' width. 0 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 16. 619 E Center, west to N Disston. Install 400' of new sidewalk. 4' width. 2 ADA Ramps, meeting ADA Ramp Specification Requirements.

- Location 17.** 510 Triplett ST. South to Pine St. Install 115' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 18.** 515 Triplett St, South to E. Pine St. Install 186' of new sidewalk. 4' width. 2 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 19.** 1018 Anclote Dr. Install 105' of new sidewalk. 4' width. 0 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 20.** Park St - from Grand to Roosevelt (North side). Install 265' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 21.** W. Spruce (N side) between Hope & Roosevelt. Install 155' of new sidewalk. 4' width. 2 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 22.** S. Disston Av, from Harrison to Meres (west side). Install 650' of new sidewalk. 4' width. 2 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 23.** 912 Riverside Dr. on Wideview Side. Install 387' of new sidewalk. 4' width. 2 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 24.** 1002 Riverside Dr. sidewalk on Hamilton side. Install 130' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 25.** Anclote Dr. & Riverside Dr. N.E. Corner. Install 205' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 26.** 1100 Riverside Dr. (Both sides of lot). Install 336' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 27.** 1037 Wideview Ave. Install 290' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 28.** 1120 Riverside Dr. Install 211' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 29.** 1101 N. Florida Ave Install 80' of new sidewalk. 4' width. 0 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 30.** 1107 N. Florida Ave. Install 50' of new sidewalk. 4' width. 0 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 31.** 1115 N. Florida Ave to 1119 N. Florida Ave. Install 155' of new sidewalk. 4' width. 0 ADA Ramps, meeting ADA Ramp Specification Requirements.
- Location 32.** Riverview Dr. North to 1269 N. Florida Ave. Install 1,735' of new sidewalk. 4' width. 1 ADA Ramps, meeting ADA Ramp Specification Requirements.

Location 33. 916 Riverside Dr. Install 82' of new sidewalk. 4' width. 0 ADA Ramps, meeting ADA Ramp Specification Requirements.

Construction Notes

- Concrete to be 3000 psi with added fiber as per the City of Tarpon Springs Standard Technical Specifications.
- Construct concrete sidewalk curb ramps with yellow detectable warning truncated dome mates.
- Contractor shall be responsible for tree root removal where applicable. Roots shall be removed 1' down and 6" on both sides (if applicable).

Locations, elevations and dimensions of existing utilities, structures and other features are shown according to information available at the time of the project's preparation but do not purport to be absolutely correct. The contractor shall verify this information and be familiar with all site conditions (including sub-surface conditions and utilities) prior to the commencement of work. Damages to any facility (above and below ground) shall be the sole responsibility of the contractor whether or not shown herein.

2. Standard Technical Specifications

All work shall be in accordance with the City of Tarpon Springs Standard Technical Specifications dated February 2011 as follows:

Description	Page Numbers	Applicable or Not Applicable
Cover Sheet	1	Applicable
Table of Contents	2-3	Applicable
General Construction Operations	4	Applicable
Acronyms & Abbreviations	5	Applicable
Survey & Layout By Contractor	6	Not Applicable
Quantity Measurements Survey By Contractor	7	Not Applicable
Permitting As-Built Survey Requirements by Contractor	8	Not Applicable
As-Built Survey Requirements (Utility) by Contractor	9	Not Applicable
Mobilization	10	Applicable
Maintenance of Traffic	11-13	Applicable
Water for Dust Control	14	Applicable
Prevention, Control & Abatement of Erosion & Water Pollution	15	Applicable
Drain Pipe with Sock (For Sedimentation Control)	16	Not Applicable
Clearing & Grubbing	17	Applicable
Earthwork & Related Operations	18	Applicable
Root Control Barrier	19-21	Not Applicable
Grading	22	Applicable

Dredging	23	Not Applicable
Flowable Concrete Fill	24	Not Applicable
Bedding Material	25	Not Applicable
Stabilization	26	Not Applicable
Finish Soil Layer (Organic Topsoil)	27	Not Applicable
Base Courses Roadway Base (Limerock)	28	Not Applicable
Roadway Base (Recycled Crushed Concrete/Graded Aggregate)	29-30	Not Applicable
Superpave Asphalt Base	31	Not Applicable
Optional Base Course	32	Not Applicable
Bituminous Treatments Surface Courses & Concrete Pavement	33-35	Not Applicable
Milling & Resurfacing of Existing Asphaltic Concrete Pavement & Roadway Base	36-38	Not Applicable
Asphaltic Concrete Friction Course	39	Not Applicable
Pavement	40	Not Applicable
Driveway Restoration	41	Not Applicable
Brick Pavement Removal	42	Not Applicable
Brick Pavement Installation	43-44	Not Applicable
Structures	45	Not Applicable
Box Culvert Section	46-47	Not Applicable
Reinforcing Steel	48	Not Applicable
Inlets, Manholes & Junction Boxes	49	Not Applicable
Relocation/Adjustment of Existing Utilities	50	Applicable
Skimmer For Outfall Drainage Structure	51	Not Applicable
Pipe Culverts & Storm Sewers	52-54	Not Applicable
Jack & Bore	55	Not Applicable
U-Type End walls & Flared Or Mitered End Sections	56	Not Applicable
Underdrain	57-58	Not Applicable
Incidental Construction	59	Not Applicable
Curb & Gutter	60	Not Applicable
Remove & Reset Granite Curb	61	Not Applicable
Sidewalk	62-63	Applicable
Riprap	64	Not Applicable
Guardrail	65	Not Applicable
Fencing	66	Not Applicable
Directional Bore	67	Not Applicable
Sodding	68	Applicable
Highway Signing	69	Not Applicable
Street Lighting Conduit System	70	Not Applicable
Sheeting & Bracing	71	Not Applicable
Barricades	72	Not Applicable

Road Closures

Road closure is not permitted under any circumstances unless previously approved by the Director of Public Works or his designee.

Traffic Obstruction - Schools

Access for pedestrians, school buses, and other vehicular traffic will be maintained at all times. Temporary obstruction of vehicular and pedestrian traffic during the regular school term will not be permitted. The Contractor shall provide temporary access as required.

Removal of Existing Materials/Extra Fill and Concrete

If extra fill is taken out because of root removal, it can be disposed at Public Works at no charge to the Contractor. All concrete shall be disposed at the City's site located at the City's Public Works yard.

Irrigation Systems

The construction of new sidewalk and curb ramps may impact existing residential irrigation systems which are within or near the City right of way. The Contractor will be responsible at Contractor's own expense for any immediate repairs to these systems as a result of construction activity. Generally, these repairs are anticipated to the PVC pipeline break repairs (typically 1/2" to 2" diameter pipe) and damaged sprinkler head repair and/or replacement.

PART B

GENERAL CONDITIONS FOR CONSTRUCTION

1. Definitions

"Owner"	The City of Tarpon Springs, Florida.
"Contractor"	The person, firm, or corporation with whom this Contract is executed by the Owner.
"City Manager"	The duly appointed City Manager of the City of Tarpon Springs, Florida.
"Contract Documents"	Instructions to Bidders, Notice to Contractors, Specifications, Plans, Permits, Addenda, Change Orders and Written Orders, Instructions, and General Conditions.
"Engineer":	The City Engineer of Tarpon Springs or a duly appointed representative.
"Bidder"	Any person, firm, or corporation submitting a bid for the contemplated work.
"Subcontractor"	Any person, firm, or corporation having a direct contract with the Contractor for the performance of a part of the work at the site.
"Work"	All labor, material, tools, and equipment necessary to produce the construction required by the contract documents.
"Inspector"	An authorized representative of the Engineer assigned to make any and all inspections of the work performed and materials furnished by the Contractor.
"Board of Commissioners"	The governing body of the City of Tarpon Springs, Florida hereinafter referred to as the "Board".
"Plans"	The drawings prepared by the Engineer that show the location, character, dimension, and details of the work to be done.
"Specifications"	The detailed written directions, provisions, and requirements relating to the quantities and qualities of the work to be performed under the contract.
"Addendum"	A modification of the plans, specifications, or other contract documents issued by the Engineer and distributed to the bidders before the opening of bids.

“Change Order”	A written order authorized by the Board to the Contractor directing certain changes, additions, or reductions in the Work.
“Substantial Completion”	The stage in the process of the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
“Surety”	The entity engaged by the Contractor to be responsible for the Contractor’s acceptable performance of the Contract and the Contractor’s payment of all debts pertaining thereto.
“Bid Security”	The surety bond or certified check furnished by the bidder with his bid proposal.
“Payment Bond”	A bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.
“Performance Bond”	A bond, executed subsequent to award by the Contractor from loss due to the Contractor’s inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

2. Covenants Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage brokerage or contingent fee.

3. Site Investigation

The Contractor acknowledges that the Contractor has satisfied itself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of prosecution materials; availability of labor, water, electric power, roads; uncertainties of weather, river stages, tides, or similar physical conditions at the site; the conformation and conditions of the ground; and the character of equipment and facilities needed preliminary to and during the work.

The Contractor further acknowledges that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information is reasonably ascertainable from inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents made a part of this contract.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Owner does not guarantee that any site or soil conditions will be as described and are available only upon waiver of all responsibility of the Owner. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown in the contract documents. Under no condition will a variation in the information obtained by the Owner on site or soil conditions, including subsurface soil conditions at the job site, be accepted as a basis in any claim for extra compensation.

Submittal of a bid by the Contractor shall be taken as prima facie evidence of compliance with this section.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless:

- 1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract; and
- 2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

The Contractor shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work resulting from Acts of God.

4. Bid Documents/Cost

Bid Documents with Instructions and Contract Documents may be obtained **only** from DemandStar/Onvia (www.demandstar.com) The cost of these documents, if any, will be as specified on DemandStar/Onvia.

5. Equal Opportunity

Attention of Contractor is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

6. Insurance Requirements

The successful bidder must provide a Certificate of Insurance in accordance with Insurance Requirements, Construction Agreement, prior to issuance of a Purchase Order and Notice To Proceed

7. Patents

The Contractor shall obtain all necessary consents and shall pay all royalties, licenses, and fees for the use of any patented invention, articles, composition, or process in the work done or the materials furnished, or any part thereof embraced in this Contract. The Contractor shall be responsible for any claims made against the Owner, its agents, and employees for any actual or alleged infringement of patents by the use of any patented articles, appliances, etc., in the construction and completion of the work and shall save harmless and indemnify the Owner, its agents, and employees from all costs, expenses, and damages, including attorney's fees which the Owner may be obliged to pay by reason of any actual or alleged infringements of patents used in the construction and completion of work herein specified.

8. Assignments

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or of the right, title, or interest of his obligations hereunder, without the written consent of the other party.

9. Permits

A construction permit, tree removal permit (if applicable), and a building permit issued by the City of Tarpon Springs to the Contractor will be required prior to start of the Contract. Fees for these permits (City of Tarpon Springs only) will be waived if the Contractor obtains these permits prior to construction. Fees will be charged to the Contractor if he neglects to obtain permits prior to construction. Any penalty fees collectable by the City of Tarpon Springs shall NOT be waived. In addition, the Contractor shall be responsible for obtaining all permits/licenses necessary to complete the work.

10. Sign: City Of Tarpon Springs Tax Dollars At Work

The successful contractor shall display a "CITY OF TARPON SPRINGS TAX DOLLARS AT WORK" sign at the project site at all times until completion. The Public Works Department will arrange for the sign to be delivered to the site. It is the contractor's responsibility to see that the sign is returned to the City upon the project being completed and that the sign is returned in the same condition as it was when received.

11. Submission Of Formal Bid

A TOTAL BID shall be submitted in Duplicate (1 Original, so marked, and 1 copy) including Bid the Proposal Form, all applicable Warranties & Guarantees of Workmanship, Bid Guaranty, Vendor References, (if not currently on file), listing of Manufacturers and Suppliers, and all ADDENDA, if issued.

12. Liquidated Damages

The amount of liquidated damages for the project is hereby established as \$200.00 per calendar day.

13. Ten Percent (10%) Retainer

A ten percent (10%) retainer or partial payment will be withheld until the final acceptance of the work and the satisfaction of any liquidated damages.

14. Contingency Statement

In the event sufficient funds have not been currently made or are not available for a new fiscal period, the City shall notify the Contractor of such occurrence; and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

15. Plans And Specifications Furnished To Contractors

The successful Contractor shall be entitled to receive from the Engineer four (4) sets of contract plans and specifications at no cost to the contractor. Additional plans and specifications may be purchased from the Engineer at the cost of reproduction.

16. Qualifications Of Contractors And Subcontractors

The Contractor shall assure that all superintendents, foremen, crafts, and workers are competent, careful, and reliable. All crafts and workers must have sufficient skill and experience to properly perform the work assigned them. All crafts and workers engaged in any trade shall have had sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as follows:

Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate; such person shall upon notice be discharged from the work and shall not again be employed on it except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons, the Engineer may withhold all estimates which are or may become due or may suspend the work until the Contractor complies with such orders.

17. Engineer's Status

The Engineer cannot direct day-to-day work or Contractor's employees. The day-to-day responsibility of furnishing competent supervision and superintending shall be that of the Contractor in accordance with the article hereof regarding supervision. The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Engineer shall also have authority to reject all work and materials which do not conform to the contract and to decide questions and disputes which arise in the execution of the work.

The Engineer in all cases shall have the authority to determine the amount, quality, acceptability, and fitness of the several kinds of works, materials, and equipment which are to be paid for under this contract. Any such determination, however, in no way guarantees the Contractor's workmanship, materials, or equipment used. The Engineer shall also determine all questions or conflicts which may arise in relation to the work and the performance of the contract.

The Engineer does not underwrite, guarantee, or ensure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the contract documents, and the Engineer shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so.

18. Inspection Of Work

The purpose of inspection is to ensure compliance with the technical specifications and contract documents. The Engineer and the Engineer's representatives shall at all times have access to the work; and the Contractor shall provide proper facilities for such access and for inspection including scaffolds, lighting, etc. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved; the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspection by the Engineer shall be made within a reasonable time after notification and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer; and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract documents, the Owner shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract documents, the Contractor shall pay such cost.

The Engineer may appoint such persons as the Engineer may deem necessary to inspect, at any time, the materials and equipment furnished and the work done under this contract. Said inspections are to be made at the shop or plant or at the site of the work at the discretion of the Engineer.

No inspection or direction, no failure to inspect or direct, no approval of payments, nor the presence or absence of any employees of the Owner or Engineer during the execution of the work shall relieve the Contractor of any of its obligations to fulfill the contract; nor shall prevent the rejection of the said work, materials, and equipment, in whole or in part, at any time, should said work, materials or equipment be found by the Owner or Engineer to be defective or not in accordance with the requirements of the contract documents.

19. Schedule

Within ten days after the execution of the Contract, the Contractor shall deliver to the City/Engineer a schedule of delivery of materials and a construction progress schedule in a form satisfactory to the City/Engineer and showing the proposed dates of commencement and completion of each of the various subdivisions of work.

In conjunction with the construction schedule, the Contractor shall furnish the City/Engineer a schedule of anticipated monthly payments that will become due and at the same time furnish the City/Engineer with a detailed estimate giving a complete breakdown of the value of items of work to be paid for in lump sums for the purpose of making partial payments thereon. The values employed in making up any of these schedules are subject to acceptance by the City/Engineer and will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the contract price.

20. Shop Drawings

The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

21. Line And Grade

The Contractor shall employ a competent surveyor satisfactory to the Owner and the Engineer to lay out the work from the benchmarks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor, who will be held solely responsible for its correctness. All expenses in connection with this work shall be paid for by the Contractor. The maximum allowable interval for construction batter boards on sewers and pipelines will be twenty-five (25) feet for grades under 1.00 per cent and fifty (50) feet for grades of 1.00 per cent and over. The work may be checked by the Engineer; and, in the event of discrepancy, the Engineer's decision shall be final.

No special compensation will be made to the Contractor to defray costs of any of the work or delays occasioned by making surveys and measurements, tests, or inspections. Such costs shall be considered as having been included in the price stipulated for the several items of the work to be done under this contract.

22. Use Of Completed Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine.

23. Water And Power

The cost of all water for construction and testing purposes, as well as the expense of having the water conveyed to and about the work, must be borne by the Contractor. The cost of this work shall be considered as having been included in the unit or lump sum prices stipulated for the several items or work to be done under this contract.

Unless otherwise specifically permitted by the Engineer, all water used for construction purposes shall be obtained from the public water supply main. Contractor shall use temporary or permanent water meters to measure all of the water it uses. Meters shall be provided as outlined in the Tarpon Springs Municipal Code. Water shall be purchased at prevailing City rates.

24. Subcontractors

Within ten (10) days after the award of each and every Subcontract, the Contractor shall deliver to the Engineer a statement setting forth the name and address of the Subcontractor and a summary description of the work contracted.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not award more than thirty (30) percent of the Contract price to any Subcontractor or group of Subcontractors without the prior written approval of the Engineer.

Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner

25. Cooperation With Others

The Contractor will cooperate with City crews or others who may be engaged in authorized work prior to final completion of the project.

26. Supervision By Contractor

The Contractor will supervise and direct the Work and be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Work a qualified Supervisor or Superintendent, who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor, and all communications given to the Supervisor shall be as binding as if given to the Contractor.

27. Area For Work And Access Thereto

The Owner will furnish and define the limits of adequate land for access to the construction site and for the site proper. All information shown on the plans constitutes the extent of land provided by the Owner. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

As the work progresses, the Contractor shall keep the sites clear of rubbish, trash, waste, and other disposable materials. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Owner.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Owner. Such temporary buildings and utilities shall remain the property of the Contractor and will be removed by Contractor at Contractor's expense upon the completion of

the work. With the written consent of the Engineer, such buildings and utilities may be abandoned and need not be removed.

28. Storage Of Material

Materials shall be so placed as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use shall not be used in the work and shall be removed from the site.

29. Material Safety Data Sheets Requirement

If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this Contract pursuant to completion of this Contract; the Contractor shall furnish Material Safety Data Sheets to the Engineer prior to commencing such use.

30. Convict Labor

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment.

31. Monuments And Landmarks

Monuments or landmarks shall not be molested or removed by the Contractor or any of its employees without the written consent of the Engineer. Any monument or landmark so removed will be replaced by the Engineer at the expense of the Contractor.

32. Sanitary Facilities

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced.

33. Use Of Explosives

No blasting shall be done except upon written approval by the Owner and any other governmental agency or political subdivision having jurisdiction.

34. Protection Of Existing Structures, Utilities, Work, And Vegetation

Location of existing structures and utilities shown on the plans are approximate only. Any damage to existing structures or work of any kind or the interruption of a utility service resulting from failure to comply with the requirements of this contract caused by carelessness shall be repaired or restored promptly by or at the expense of the Contractor.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer. The Contractor will

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be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

Care will be taken by Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Engineer. The Contractor will be liable for or may be required to replace or restore at its own expense all vegetation not protected and preserved as required herein that may be destroyed damaged.

35. Work On Saturdays, Sundays, And Holidays

No work will be permitted on a Saturday, Sunday, or Holiday unless permission to work has been requested in writing by Contractor, and written approval has been granted by the Engineer. Holiday is defined as any Holiday listed in the City of Tarpon Springs Personnel Department Rules and Regulations.

Should the Contractor engage in the prosecution of the work on a Saturday, Sunday, or Holiday, having first been duly authorized to do so in accordance with the provisions stated above, the Contractor shall pay to the Owner as a reimbursement of additional costs incurred by the Owner in providing engineering, inspection, or survey services on such days the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per day per Inspector for each Saturday, Sunday, or Holiday on which the Contractor engages in the prosecution of the work.

Payment to the Owner of such sums as may become payable under the provisions of this Article shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums shall have been incurred. The credit item shall show the total number of man-days applicable above, times the corresponding sum.

36. Delays

The Owner may grant an extension of time for the completion of the work provided:

(1) the delay of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; including, but not restricted to, Acts of God, acts of the public enemy, acts of the Owner or other governmental entity acting in its official or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, trade embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or suppliers; and (2) the Contractor within forty-eight (48) hours from the beginning of any such delay notifies the Engineer in writing of the cause of the delay. The Engineer shall ascertain the facts and the extent of the delay and recommend to the Board the extension of time needed for completing the work when, in the Engineer's judgment, the findings of fact justify such an extension. The Engineer's findings shall be final and conclusive.

Extensions of time will not be granted for delays caused by inadequate construction force or for the failure of the Contractor to timely order equipment or materials. No claim shall be made for acceleration caused by delays, notwithstanding the fact that the job may be completed within the contract period.

37. Clean-Up

As the work progresses and as the Engineer may direct, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.

Upon failure of the Contractor to keep the sites of its operations clean to the satisfaction of the Engineer, the Owner may upon twenty-four (24) hours' notice to the Contractor remove any rubbish, materials, earth, etc., which the Engineer may deem necessary. The cost thereof will be charged to the Contractor, and the amount may be deducted from any money that may be due the Contractor.

On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures that it built; shall remove all construction plant that it used; shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery, or structures which were removed or injured by the Contractor's operations or by Contractor's employees; shall thoroughly clean out all sewer, drains, pipes, manholes, and miscellaneous structures; and shall remove all rubbish and leave the grounds, thoroughfares, and rights-of-way in a neat condition satisfactory to the Engineer.

38. Defective Work Or Materials

If at any time any materials or workmanship should be discovered which do not comply with the plans, specifications, and contract drawings; such defective work and material shall immediately be removed or corrected by the Contractor when notified to do so by the Engineer. Such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the Engineer as unsuitable or improperly done shall be removed and repaired or otherwise remedied as the Engineer may require.

If the Contractor shall neglect or refuse to remove or replace defective work or materials within seven (7) days from the date of the notice from the Engineer to do so, then the Owner may remove or cause the same to be removed and satisfactorily replaced by contract or otherwise, as Owner may deem expedient. Owner may and is empowered to charge the expense thereof to the Contractor. If moneys due to the Contractor are not sufficient to deduct the expenses that become due under this agreement, then the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by his Surety.

39. Change Orders And Time Extensions

Without invalidating the contract, the Owner may at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or deduction; and the contract price will be adjusted accordingly.

The value of such extra work or change shall be determined by contract unit prices, if applicable unit prices are set forth in the Contract. The amount of the change shall be computed from such prices and added to or deducted from the Contract price.

If applicable unit prices are not in the contract, the value of such extra work or change shall be determined by negotiation. The Owner and Contractor may negotiate a change order to the contract at mutually satisfactory unit prices or lump sum for the extra work, addition, or deletion ordered. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Engineer requires.

Except for emergencies described below, in no case shall any extra work be paid which has not been previously authorized by a change order approved by Owner's Board of Commissioners. Payment by such change order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

If Contractor experiences unforeseen conditions which, in Contractor's opinion, require additional work, Contractor shall have fifteen (15) days from date thereof to notify Owner's City Manager in writing of that condition. Furthermore, Contractor shall have thirty (30) days from the date of such notification to the City Manager to submit a change order to Engineer. That request shall detail such conditions and the costs of all labor and materials incidental thereto. Failure to comply with such notification shall be cause to waive Contractor's right to compensation for such delinquent change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

40. Operation And Maintenance Instructions

The Contractor shall furnish to the Owner two (2) sets of brochures containing spare parts data and operating and maintenance instructions on all equipment incorporated into the work. Copies of all manufacturers' guarantees and warranties shall also be furnished by the Contractor to the Owner. Final payment will not be made until this material is received by the City.

41. Guaranty

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of acceptance of the completed work. The Contractor warrants and guarantees for a period of one (1) year from said date that the completed work is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. Contractor agrees that in the event Owner shall make such repairs adjustments, or other work; Contractor shall be responsible to Owner for all costs incurred; and no claim shall be made by Contractor that such repairs, adjustments, or other work could have been done at a lesser cost. It is the intent of the parties that the damages which may be collected from Contractor be the actual cost incurred by Owner. The Performance Payment shall remain in full force and effect through the guarantee period. In addition, Contractor warrants and guarantees that the completed work is free from all latent defects due to either faulty materials or workmanship, which are not discovered within one (1) year from the date of Substantial Completion.

42. Payment To Contractor

At least fifteen (15) calendar days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. Within fifteen (15) calendar days after receipt of each partial payment estimate, the Engineer will either approve payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. Within thirty (30) days of presentation to the Owner of an approved partial payment estimate, the Owner will pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the Contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site, upon receipt of Contractor's proof of ownership.

Prior to Substantial Completion, with the approval of the Engineer and the concurrence of the Contractor, the Owner may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work or having work done by other contractors not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work, except such as may be caused by employees of the Owner.

Upon completion of the work, the Engineer shall attach a certificate to the final payment request certifying that the work has been accepted by the Engineer under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

43. Acceptance And Final Payments

Semi-final Inspection - The Engineer will make a semi-final inspection after notice from the Contractor of presumptive completion of the entire project. At the semi-final inspection, if all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semi-final inspection, any work is found unsatisfactory, in whole or in part, the Engineer shall give the Contractor the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the Contractor forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or re-performance of such work, another inspection shall be made.

Final Inspection- Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

Maintenance of Work - The Contractor shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Board of Commissioners.

Final Acceptance - When, upon completion of the final construction inspection, the work is found to be completed satisfactorily; the Engineer shall prepare a final estimate. Whenever the work provided for under the Contract has been completely performed by the Contractor, and the final inspection has been made by the Engineer, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the Contractor has furnished a sworn Affidavit to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as

General Conditions for
Construction Rev (12-06)

determined by the Owner, as full settlement of the Contractor's account under contract and of all claims in connection therewith.

By completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of the Contractor's portion, the surety on the contract bond consents to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

Termination of Contractor's Responsibility - The Contract will be considered complete when all work has been completed and has been accepted by the Board of Commissioners. The Contractor will then be released from further obligation except as set forth in the Contractor's bond and elsewhere in this article.

Recovery Rights, Subsequent to Final Payment - The Owner reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

44. Testing

The Contractor shall retain a certified testing and soils laboratory and Florida Registered Professional Engineer qualified and competent to perform and supervise all tests as outlined elsewhere in the Contract Documents. All testing shall be paid for by the Contractor and the costs associated with testing will be a part of the various items bid which require such testing in this contract. Copies of all test results and explanations when necessary will be furnished directly to the Engineer by the Florida Registered Professional Engineer in charge of the testing. In addition to or in the absence of any specific testing requirements, the Minimum Testing Frequency Requirements as prepared by the Pinellas County Department of Public Works and Utilities (Approved December 20, 1983) shall be adhered to.

45. Brick Pavers

The Owner has reserved the right to ownership to any paving brick unearthed on City property, regardless of who has unearthed the bricks.

Upon discovery of any brick the Contractor shall notify the Owner's representative immediately, who shall then make a determination on a case by case basis on whether the bricks will be re-used on that or any other project based upon the brick condition. If the bricks are not to be re-used on the project, they will be disposed of according to City Policy or, at the direction of the Engineer, delivered to the City storage yard.

Under no circumstances shall the Contractor re-use, reject, or make any other arrangements to dispose of the bricks without the consent of the Engineer.

PART C

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES

1. General Information

The construction work called for within this bid package involves work for the City of Tarpon Springs as Owner. Firms submitting bids on this project ("Bidders") are cautioned to carefully follow the instructions of this section so as to help ensure that their bids are responsive to the requirements as presented herein.

2. Completeness of Bid Package

The physical makeup and content of the Bid Documents are designed to be complete for the preparation and submittal of Bids. However, the Bidder shall verify to its own satisfaction that all material issued him including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, he shall so notify the City and the missing item(s) will be posted on DemandStar/Oniva (www.demandstar.com). After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

3. Bidder's Responsibility to the Project

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has or will comply with all provisions of the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in his bid.

4. Conflicts in the Documents

Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Bid Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Bid Documents, the Bidder shall immediately notify the City. If such notifications are received by the City seven (7) days prior to the Bid Opening, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum through DemandStar/Oniva.

5. Agreement Completion Time

The City of Tarpon Springs will require that work under this Agreement be completed within the time limit stipulated in the Agreement, and Bidders must give consideration to this requirement when submitting Bids. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to Procurement Services. For consideration, said request must be in possession of Procurement Services not later than seven (7) days prior to the date of Bid opening. If the Chief Procurement Officer deems it to be in the best interest of the City to revise the time requirement, an Addendum will be issued through DemandStar/Oniva.

6. Bid Guarantee

A bid guarantee in the amount of five percent (5%) of the bid amount shall be submitted with each bid. The Bidder may submit a bid guarantee in a form satisfactory to the City, with a surety company qualified to do business in the State of Florida and conditioned upon faithful performance by the principals of the agreements contained in the bid. In lieu of a bid bond, the Bidder may submit an irrevocable letter of credit, cash, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

The bid deposit shall be paid into the funds of the City of Tarpon Springs, Florida, as liquidated damages if the Bidder fails to execute the written Agreement and furnish the required Agreement security bond within 10 consecutive calendar days following written notice of the award of the Agreement.

The cash, certified check, treasurer or cashier check of the Unsuccessful Bidders will be returned to the parties submitting same after the execution of an Agreement, or in the event that all the bids are rejected.

7. Performance & Payment Bonds

The Successful Bidder and/or equipment supplier shall furnish a Performance Bond and a Payment Bond executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company, resident in the State of Florida. The amount of the bonds shall be equal to one hundred percent (100%) of the estimated Agreement price, as security for the faithful performance of this Agreement and as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. The surety shall have a rating classification of "A-" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of a Performance and Payment Bond, the Bidder may submit an irrevocable letter of credit, cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

8. Delivery of Bids

Each Bid shall be submitted in a sealed envelope clearly identified with the bid number, bid description and bid opening date and time. Bids will be addressed to and received at the Office of the Chief Procurement Officer, City of Tarpon Springs until the time and date specified in the Invitation for Bids. Bids received after the time and date specified will not be considered.

9. Bid Forms

Bids shall be made upon the forms supplied by Procurement Services, City of Tarpon Springs, Florida. Each Bidder must state in their Bid the price for which they will perform the Work as required by the Plans and Specifications.

10. Signatures on Bids

Each Bidder shall sign their Bid with a full name and address at all locations as indicated. In cases where a firm or corporation submits a Bid, the Bid shall be signed with the full name of one member of the firm, or by the name of the officer or officers authorized by its by-laws.

11. Bases of Bid Prices

The Plans and these Specifications, together with any modifications of either or both, which are furnished to prospective Bidders during the advertising period, shall become the basis of the Agreement.

Unless otherwise provided in the Bid Documents, the Successful Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Bidder in complying with all the provisions and requirements of these Bid Documents.

Each unit price will be deemed to include an amount considered by the Bidder to be adequate to cover the Bidder's overhead and profit for each separately identified item.

12. Bid Preparation

Bids shall be legibly written in ink or typed. All applicable pages of the Bid shall be completed.

All prices for lump sum or unit price work shall be given in numerals. For unit price items, Bidders shall fill in the unit price bid for each item and shall also make an extension based on the estimated quantities. Bid prices shall be entered on the Bid for all items, unless directed otherwise on the Bid.

Failure to complete the bid price of the Bid will render the Bid non-responsive.

13. Addenda

If, in the judgment of the Chief Procurement Officer, an Addendum is required to modify, add to, or delete from the contents of the Plans and/or Specifications, a copy of such will be issued through DemandStar/Oniva. All Addenda shall become part of the Bid Documents. No other interpretations or clarifications issued prior to the Bid Opening shall have legal effect.

Acknowledgment of receipt of all Addenda shall be noted on the Contractor's Bid Form.

The sole obligation of the Chief Procurement Officer with respect to distribution of Bidder shall bear the responsibility to satisfy themselves prior to submitting the Bid, and Addenda is to ensure that the Addenda is issued through DemandStar/Oniva. Each that the Bid is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda shall not release the Bidder from all obligations contained in such Addendum.

14. Bid for Alternates

To be responsive, all Bids shall include Bids for all Alternates. Unless otherwise specified, any Bid which does not include the Base Bid plus each and every Alternate may be rejected as being non-responsive.

Alternate Bids provide for additional work (under Additive Alternates) or less work (under Deductive Alternates) than included in the Base Bid. Bidders shall complete and submit costs for every item of each Alternate unless otherwise specified. The City may select any combination or reject any or all Alternate Bids as best serves the interest of the City.

15. Period Bid Remains in Effect

Bids for the Work covered by this Agreement may be held by the City for a period of ninety (90) days after Bid Submittal Deadline. The Bids shall continue in full effect and not be subject to withdrawal during that period until an Agreement has been executed with the Successful Bidder. If no Agreement has been executed within the ninety (90) day period, any Bid may be withdrawn or nullified by the Bidder. Bids may be deemed to be confirmed and extended in time for as long as permitted by the Bidder thereof.

16. Familiarity with Site Conditions

It shall be the responsibility of the Bidder to examine the site of the proposed work. Before submitting a Bid, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted and shall make whatever site investigations or site tests they deem necessary. Should this Bid be accepted, Bidder will be responsible for any and all errors in its Bid resulting from its failure to do so.

17. Extent and Locations of Subsurface Conditions

The Plans show the existing surface and other underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information shown is not guaranteed as being correct and/or complete. Bidders are expected to examine the Plans, and the location of the Work upon the ground, and consult various utility companies if deemed necessary, in order to judge for themselves the potential circumstances affecting the cost of the Work, or the time required for its completion.

18. Bid Opening

Bids received prior to the Submittal Deadline will be securely kept unopened until the specified time, at which time all Bids will be publicly opened and read aloud. The City cannot be held responsible for the premature opening of any Bid not properly marked as required in the Invitation for Bids.

19. Correction of Mathematical Errors

Where there is conflict between the unit bid price and the extension thereof made by the Bidder, the Chief Procurement Officer is authorized to use his discretion in determining whether the unit prices or the extended amounts were intended and to make the corrections in the Bid as necessary and to use such corrections in comparing Bids. Any such determination of the Chief Procurement Officer is final.

20. Acceptance or Rejection of the Bids

The City of Tarpon Springs reserves the right to accept or reject any or all Bids. Any Bid which is incomplete, conditional, obscure, or contains irregularities of any kind, may, at the City's discretion be considered irregular and may be cause for rejection of the Bid. Acceptance of the Bid will not constitute acceptance or approval of equipment and/or materials, and their acceptance for use in the Project will be based upon Shop Drawings and other submittals. Failure to meet these requirements will render the Bid non-responsive.

21. Qualification of Bidders

A Bidder may be required, before the award of any Agreement, to show to the complete satisfaction

of the City that they have the necessary facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified. No Agreement will be awarded except to qualified responsible Bidders capable of performing the class of work contemplated. Bidders shall possess a City, County or State approved certification to perform the Work required by these documents. The Bidder and its Subcontractors may be requested to submit evidence of certification prior to bid award or during the period of the Agreement.

22. Disqualification of Bidders

Each Bidder, by submitting its Bid, states that neither it nor its agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, to any person, firm, corporation, or employee of the City any money or valuable consideration for assistance in procuring or attempting to procure the Agreement herein referred to, and further agrees that no such money or reward will be hereafter paid.

A Bid will be rejected if: the Bidder's references do not confirm that the Bidder can perform the Work required; the Bidder does not have adequate resources; or the Bidder does not possess the required experience.

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the City.

23. Right to Waive Informalities

The City reserves the right to waive any and all informalities or irregularities, or to clarify Agreement terms with the lowest responsible Bidder, and to disregard all nonconforming, non-responsive, or conditional Bids, if such a waiver is in the best interest of the City.

24. Factors Influencing Award

If an Agreement is awarded, it will be awarded to the lowest responsible and responsive Bidder whose evaluation by the City indicates that the award will be in the best interests of the Project.

In the determination of the lowest responsive and responsible Bidder, the City reserves the right to take into account and give reasonable weight to: (a) the Bidder's past performance in the completion of other City or other governmental Agreements; (b) the probability of the Agreement being carried to successful completion, within the time specified, by the methods and with the equipment the Bidder proposes to use; (c) default under previous Agreements.

25. Recommendation of Award

Upon review and consideration of the above factors by the Chief Procurement Officer, the funding agency, and the Design Professional, a recommendation for Board of Commissioners award will be made by the Chief Procurement Officer.

26. Award of Agreement

Agreements will be awarded to the lowest responsible, responsive, and qualified Bidder. The criteria to determine the lowest responsible, responsive and qualified Bidder shall include:

- a. Price,
- b. Compliance with specifications,
- c. Financial ability to perform the Agreement,
- d. Integrity, trustworthiness and honesty,
- e. Skill, judgment and experience,
- f. Promptness - whether the Agreement can be performed within the required time, or without delay.
- g. Performance of previous satisfactory work, including the fulfillment of warranties,
- h. Availability of the necessary facilities and equipment to perform the work,
- i. Special factors, such as compliance with laws and ordinances relating to the Agreement.

In awarding any Agreement, the Board of Commissioners may reject any bid determined by the Board of Commissioners not to be the City's best bid.

27. Prior Approval of Subcontractors

No part of the Agreement shall be sublet without the approval of the City. If the Successful Bidder should sublet any part of this Agreement, the Bidder shall be as fully responsible to the City for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as Bidder is for the acts and omissions of persons directly employed by it.

28. Subletting of Agreement

It is a requirement of this Agreement that the Successful Bidder must perform at least 20 percent of the Work called for under this Agreement with the Bidder's own forces. It is also required that Subcontractors utilized under this Agreement must perform at least 20 percent of the Work subcontracted to them with their own forces. Prior to final payment for the Work, the Bidder will be required to furnish an affidavit substantiating the above.

The term "own work force" shall be construed to include only workmen employed and paid directly by the Bidder and equipment owned or rented by the Bidder with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Bidder. An assignment of Agreement work is considered synonymous with a subcontract to perform work.

All Subcontractors shall be responsible for performing in accordance with the Bid and shall be licensed or certified by the City or County to perform the Work assigned.

29. Public Records Requirements

All bids submitted to the City are subject to become public records and public disclosure pursuant to Chapter 119, Florida Statutes. Bids may not be returned to the bidder.

PUBLIC RECORDS CUSTODIAN

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

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

30. Default of Contract

In case of default by the bidder or contractor, the City may procure the services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

31. Attorney's Fee

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

32. Governing Law and Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

- a. irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement;
- b. waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (1) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (2) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

33. Conflict of Interest

Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected or appointed official or employee of the City of Tarpon Springs is financially interested directly or indirectly, in the purchase of services specified in this ITB.

34. Order of Precedence

In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid form and bid schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

35. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to a public entity, may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

36. Hold Harmless

The Contractor agrees to protect, defend, indemnify, and hold the City and its officers, officials, employees and agents harmless from and against all liabilities, losses, claims, demands, injuries, damages, expenses, and suit or actions at law in equity or arising administratively, including costs and attorney's fees, which the City or its officers, officials, employees and agents may suffer, sustain, incur or be subject because of or arising out of or caused in whole or in part as the result of any negligent, wrongful, intentional, or deliberate act or omission, any fraud or defalcation, or any failure to fully perform the terms, conditions, and obligations of the contract by the Contractor and its agents, officers, employees, and subcontractors, except when such liabilities, losses, claims, demands, injuries, damages, expenses, actions, costs and attorney's fees arise solely as the result of the sole negligence or fault of the City. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the City.

37. Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for

processing tie proposals will be followed if none of the tied bidders have a drug-free workplace program.

38. Vendor Registration

Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations (www.dos.state.fl.us/startbus/register.html) to do business in the state of Florida and as a vendor with the City of Tarpon Springs. .

39. Disputes and Complaints

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

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PART D
BID FORMS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

- _____ **Bid Form**
- _____ **Bid Bond**
- _____ **Reference Forms**
- _____ **Drug Free Workplace Form**

BID FORM

BID NO. 220007-B-AM

SIDEWALKS

BIDDER _____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as 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, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

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

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - c. 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.
 - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
2. 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. The Basis of Payment is all inclusive for the work performed at each location. Include all applicable costs in the unit pricing per LF. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown below and for the total base bid shown below:

PRICING SUMMARY
All measurements are based on 4 ft. wide sidewalks.

Item No.	Location NOTE: All sidewalks are 4' wide	Length (per LF)	Unit Price (Per LF)	Total (Unit Price X Lineal Foot)
1	416 N Disston, north to Pine	195	\$	\$
2	407 E Harrison - East to Levis (N side)	485	\$	\$
3	628 Pent, east to N Walton	125	\$	\$
4	809 E Pine, west to N Disston	310	\$	\$
5	E Morgan @ S Disston connect (N & S sides)	30	\$	\$
6	North Av, MLK south to 606 North Av.	100	\$	\$
7	608 North Av	60	\$	\$
8	616 North Av, south to Harrison	205	\$	\$
9	623 Locust	35	\$	\$
10	805 N Walton (Locust side)	130	\$	\$
11	810 N Walton (Locust side)	150	\$	\$
12	S. Disston Av, intersection of E. Curlew Pl (west & east side)	26	\$	\$
13	East Pine St. between Hibiscus & Safford Ave, North Side	412	\$	\$
14	Cross St., S side, Roosevelt to Hope	225	\$	\$
15	551 E Orange	50	\$	\$
16	619 E Center, west to N Disston	400	\$	\$
17	510 Triplett ST. South to Pine St	115	\$	\$
18	515 Triplett St, South to E. Pine St.	186	\$	\$
19	1018 Anclote Dr.	105	\$	\$
20	Park St - from Grand to Roosevelt (North side)	265	\$	\$
21	W. Spruce (N side) between Hope & Roosevelt	155	\$	\$
22	S. Disston Av, from Harrison to Meres (west side)	650	\$	\$
23	912 Riverside Dr. on Wideview Side	387	\$	\$
24	1002 Riverside Dr. sidewalk on Hamilton side	130	\$	\$
25	Anclote Dr. & Riverside Dr. N.E. Corner	205	\$	\$
26	1100 Riverside Dr. Both sides of lot	336	\$	\$
27	1037 Wideview Ave	290	\$	\$
28	1120 Riverside Dr.	211	\$	\$

29	1101 N. Florida Ave	80	\$	\$
30	1107 N. Florida Ave	50	\$	\$
31	1115 N. Florida Ave to 1119 N. Florida Ave	155	\$	\$
32	Riverview Dr. North to 1269 N. Florida Ave	1,735	\$	\$
33	916 Riverside Dr.	82	\$	\$
	Total Bid		\$	\$

The Contractor may be required to perform additional work. The contractor shall perform additional work at \$_____ per lineal foot (4 ft wide sidewalk) and the prices shall be held firm for _____ days from the contract completion date.

3. **The City prefers to pay through ePayables. ePayables** - Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes_____ No_____

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

4. Bidder agrees that the Work will be substantially complete **within 30 calendar days** after the date when the Contract Times commence to run.

5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990 in accordance with the requirements of Chapter 553, Florida Statutes
Bidder: _____ Date _____

Address: _____

City _____ State _____ Zip _____

Phone No.: _____ Fax No : _____ Email: _____

Printed Name and Title

Authorized Signature

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Company)

(hereinafter called "Principal") and _____ (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

_____ Dollars (\$_____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

SIDEWALKS BID NO. 220007-B-AM

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, the _____ day of _____, 20__.

NAME OF COMPANY: _____

By: _____
(Signature)

(Please Print or Type Name)

(Title)

SEAL

ATTEST: _____
(Signature)

Surety Name

Attorney-in-Fact

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: _____

Length Of Time Company Has Been In Business: _____

Business Address: _____

How Long In Present Location: _____

Telephone Number: _____ Fax Number: _____ Email: _____

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

1. _____
Company

Address

Telephone

Contact

2. _____
Company

Address

Telephone

Contact

3. _____
Company

Address

Telephone

Contact

4. _____
Company

Address

Telephone

Contact

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.
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 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.

Printed Name and Title: _____

Authorized Signature: _____

SECTION E

**INSURANCE REQUIREMENTS
PERFORMANCE & PAYMENT BONDS**

MINIMUM INSURANCE REQUIREMENTS

1. Insurance

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

- A. The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current A.M. Best Company, Inc. Key Rating Guide. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to Procurement Services of the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Products-Completed Operations Aggregate	\$1,000,000
2.	Automobile Liability	
	Each Occurrence Combined Single Limit	\$1,000,000
	General Aggregate	\$1,000,000
3.	Worker's Compensation	\$1,000,000
4.	Employer's Liability	
	Each Accident	\$1,000,000
	Disease Each Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage's or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, c/o Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
 - 4) City of Tarpon Springs shall be endorsed to the required policy or policies as an "Additional Insured" or "Additional Named Insured", endorsed on the policy/policies.
 - 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

BOND NO. _____

PART E
EXHIBIT I

PERFORMANCE BOND

Contractor Name _____

Contractor Principal Business Address _____

Contractor Telephone No. (_____) _____

Surety Name _____

Surety Principal Business Address _____

Surety Telephone No (_____) _____

Owner of Property Being Improved: _____

_____ City of Tarpon Springs Board of City Commissioners

_____ Attn: Procurement Services

_____ P.O. Box 5004

_____ Tarpon Springs, FL 34688

Telephone No. _____ (727) 938-3711

Contracting Public Entity (if different from Owner) _____ (N/A)

(Bid No.) 190133-B-CM

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

See Attachment ("Legal Description")

PART E
EXHIBIT I

PERFORMANCE BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That _____
_____,
as Principal, and _____, as Surety,
located at _____

(Business Address)

are held and firmly bound unto the Board of City Commissioners, Tarpon Springs, Florida, as Obligee in the sum of \$ _____ for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into a contract dated the _____ day of _____, 20____, with Obligee for _____ in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract at the times and in the manner prescribed in the contract, and
2. Pays Obligee any and all losses, damages, including delay damages, costs and attorneys fees that Obligee sustains because of any default by Principal under the contract, and
3. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its Performance Bond regardless of the number of suits that may be filed by Obligee.

THIS BOND DATED THIS ____ day of _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

Witness

Witness

Witness

Witness

PRINCIPAL:

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

-OR-

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Printed Name

Business Address

() _____
Business Telephone

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)

ATTEST:

SURETY:

(Printed Name)

Business Address

Witness

BY: _____ (SEAL)

Authorized Signature

Witness

Printed Name

-OR-

Witness

BY: _____ (SEAL)

As Attorney in Fact (Attach Power)

Witness

Printed Name

COUNTERSIGNED (if applicable):

Agent's License No.

Signed

Agency Name

Agent's License No. () Phone

Agency Mailing Address

Agency Telephone No.

Agency Fax No.

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)

BOND NO. _____

PART E
EXHIBIT II

PAYMENT BOND

Contractor Name _____

Contractor Principal Business Address _____

Contractor Telephone No. () _____

Surety Name _____

Surety Principal Business Address _____

Surety Telephone No. () _____

Owner of Property Being Improved:

_____ City of Tarpon Springs Board of City Commissioners _____

_____ Attn: Procurement Services _____

_____ P.O. Box 5004 _____

_____ Tarpon Springs, FL 34688 _____

Telephone No. (727) 938 - 3711 _____

Contracting Public Entity (if different from Owner) _____ (N/A) _____

(Bid No.) _____

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

See Attachment ("Legal Description")

PART E
EXHIBIT II

PAYMENT BOND

I. BY THIS BOND, We, _____

(hereinafter called the "Principal") and _____

(Name of Surety)

(hereinafter called the "Surety",

located at: _____

(Business Address)

a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the BOARD OF CITY COMMISSIONERS OF CITY OF TARPON SPRINGS, FLORIDA (hereinafter called the "Owner") in the sum of (\$ _____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors, and our assignees jointly and severally.

II. WHEREAS, the Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects subject thereto) for the purpose of _____ said Contract being made a part of this Bond by this reference.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND DATED THIS _____ day of _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: _____
Printed Name

Witness

BY: _____ (SEAL)
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

-OR-

Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

Business Address

()
Business Telephone

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)

ATTEST

SURETY: _____
Printed Name

Business Address

Witness

BY: _____ (SEAL)
Authorized Signature

Witness

Printed Name

-OR-

Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

Agent's License No.

COUNTERSIGNED (if applicable)

Agency Name

Signed

Agency Mailing Address

Agent's License No. Phone

Agency Telephone Number

Agency Fax No.

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)
(REV. 06/08/07) PFB - 11



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: October 12, 2021

Re: City of Tarpon Springs Recreation Department
32nd Annual Holiday Boat Parade
December 3, 2021

Recommendation:

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "32nd Annual Holiday Boat Parade" on December 3, 2021, at Craig Park.

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

Background:

The Special Events Committee has approved this event based on past years' events.

Boats will cast off from the Landing at 6:30 p.m. and arrive at Spring Bayou at approximately 8:00 p.m. Trophies will be given out for the best boat decorations. Boats will be operated within all Manatee Protection requirements as outlined in the attached Ordinance No. 2001-36, §5-28.

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

Event Information:

Date of Application: 10/4/2021

Name of Event: Boat Parade

Date(s) of Event: Friday, December 3rd, 2021

Alternate Date(s): none

Hours of Event: 7-9pm

Set up/break down time needed: N/A

Type/Purpose of Event: Lighted boat parade through Anclote River and bayous

Location of Event (include map for parade/procession routes with assembly and disband points): Starting at Landing Marina West through Anclote River to marker 25 back East to South Spur Channel, into Whitcomb Bayou, Terminating in Spring Bayou

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

Disposition of Proceeds: None, Free Event

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes No

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

Individual to Contact: Duffy Smith (Telephone #) 727-942-5628 (e-mail) dsmith@ctsfl.us

Alternative Contact: Jamie Taylor (Telephone #) 727-942-5628 (e-mail) jtaylor@ctsfl.us

General Information:

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

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

Approximate Number of Attendees: 30-50 boats Entrance Fee: \$ FREE

Location for Attendee Parking: Parking lot

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

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

Will Music be Provided: Yes No Hours of Play: Band DJ Other: Included w/ Sn0-Place

Type & Location of Toilet Facilities: Craig Park Restrooms

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

How will Structure be Secured: _____

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

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other Boats- 30-50

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

Types of Rides: Bounce House/Water Slide Is Diagram of Layout Attached: Yes No

Will Food/Beverages be Served: Yes No Cooked on Site: Given Away: _____

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

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

Equipment/Miscellaneous (please check if needed):

Barricades: How many: _____

Cones: How many: _____

Portable Stage: Location: _____

Electricity Needed: Where: _____

Public Restrooms: Hours of Opening/Closing: Please leave open until 10pm

Street Banners: Locations: _____

Additional City Trash Cans:

Directional Parking Signs: Locations: _____

Other: Sprinklers to be turned off in Craig Park on December 3rd, 2021 from 5-11pm

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

If not, when will it be sent: N/A

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

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

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

Duffy Smith
Signature of Applicant

10/4/2021
Date

32ND ANNUAL

HOLIDAY BOAT PARADE



TARPON SPRINGS
RECREATION

FRIDAY, DECEMBER 3RD
6:30-8:30PM

ITINERARY:

- 6:30PM - CAPTAIN'S MEETING AT TARPON LANDING*
DOCKING AVAILABLE DURING MEETING
- 7:00PM - CAST OFF
- 7:10PM - PARADE THROUGH ANCLOTE RIVER & BAYOUS
- 8:00PM - ENTER SPRING BAYOU FOR JUDGING
- 8:30PM - RETURN TO HOME PORTS

TROPHIES FOR THE BEST DECORATIONS!

FREE!

REGISTRATION FORM ON REVERSE SIDE

*CONTACT THE TARPON LANDING MARINA ON VHF
CHANNEL 10 ON APPROACH FOR MOORING ASSISTANCE

CALL 727-942-5628 FOR DETAILS PLEASE EMAIL COMPLETED FORMS TO DSMITH@CTSFL.US



**32ND
ANNUAL**

HOLIDAY BOAT PARADE

DECEMBER 3RD, 2021

REGISTRATION FORM

CAPTAIN'S NAME: _____

ADDRESS: _____

PHONE: _____ **BOAT NAME:** _____

EMAIL: _____ **L.O.A.:** _____

DRAFT: _____ **# OF PEOPLE:** _____

A CAPTAINS MEETING WILL BE HELD AT 6:30PM AT TARPON LANDING MARINA TO DISCUSS ORDER OF BOATS, GUIDELINES AND THE PARADE ROUTE. CONTACT THE TARPON LANDING MARINA ON VHF CHANNEL 10 ON APPROACH FOR MOORING ASSISTANCE

SLIPS WILL BE AVAILABLE AT THE MARINA WHILE THE CAPTAINS MEET.

EACH CAPTAIN WILL OPERATE HIS/HER VESSEL SAFELY AND ASSUME ALL LIABILITY FOR THE SAFETY OF ALL PASSENGERS ABOARD.

I DO HEREBY WAIVE ALL LEGAL RIGHTS OF ACTION AGAINST THE CITY OF TARPON SPRINGS AND THEIR REPRESENTITIVES IN CONNECTION WITH ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE.

I PROMISE TO FOLLOW ALL DIRECTIONS AND ABIDE BY ALL RULES & REGULATIONS OF THE BOAT PARADE.

SIGNATURE



DATE

ORDINANCE NO. 2001-36

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING SECTION 5-28 OF THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS IN ITS ENTIRETY; PROVIDING FOR MANATEE PROTECTION; PROVIDING FOR A VESSEL EXCLUSION ZONE WITHIN SPRING BAYOU; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City recognizes the possibility of vessel impact with manatees may cause death or serious injury; and

WHEREAS, the area to be restricted is not a channel that is used for access and egress except by three homes that have riparian rights; and

WHEREAS, Florida laws allow vessels registered to these homeowners to gain access to the areas to be regulated; and

WHEREAS, the unintentional harassment of manatees occurs occasionally when motorized vessels enter the small enclosed area of Spring Bayou during the winter months; and

WHEREAS, there is a high probability of causing cold stress to basking manatees seeking sanctuary within Springs Bayou when they are frightened by motorized vessels; now, therefore

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. That Section 5-28 of the Code of Ordinances of the City of Tarpon Springs, is amended in its entirety to read as follows:

"§5-28 MANATEE PROTECTION.

(a) *Purpose.* The purpose of this section shall be to protect the West Indian Manatee from the dangers presented by motor propelled or artificially propelled vessels of all types.

(b) *Definitions.* For the purpose of this section, the following terms, phrases, words and derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" is always mandatory and not merely directory.

1. "Vessel" means a motor-propelled or artificially propelled vehicle and every other description of boat, watercraft, barge, and airboat other than a seaplane on the water, used or capable of being used as a means of transportation on the water, including jet skis, and other personal watercraft.
2. "Person" means any individual, partnership, firm, corporation, association or other entity.

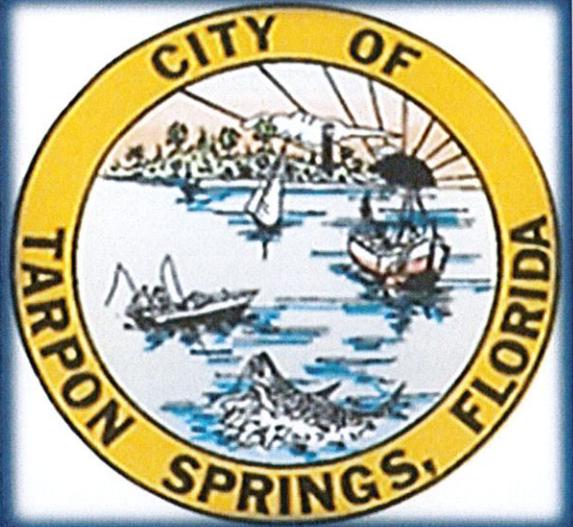
3. "Operate" means to navigate or otherwise use any vessel in, on or under the water.
- (a) "Idle speed" means the minimum speed that will maintain steerage way of a motorboat.
4. "Idle speed zone" means an area where vessels may not be operated at greater than "Idle speed".
5. "Spring and Whitcomb Bayous" means these waterways as appearing on the Exhibit A attached hereto and is inclusive of adjacent waterways and tributaries south of the Beckett Draw Bridge, a/k/a the Yacht Club Bridge.
- (c) *Area regulated.* The area regulated by the provisions of this section shall be all public waters, creeks, bayous, canals and channels comprising Spring Bayou, Whitcomb Bayou, Minetta Bayou, Inness Bayou, the tributary adjacent to Baynard Bridge and all public waters, creeks, bayous, canals and channels adjacent to Moorings Cove Drive and connected to Whitcomb Bayou and all other such public waters, creeks, bayous, canals and channels signed or designated by direction of the City Commission or City Manager as "Manatees-Idle Speed" or similar terms.
- (d) *Means of enforcement.* The provisions of this section shall be enforced by members of all duly authorized law enforcement agencies.
- (e) *Prohibited acts.* It shall be a violation of this section for any vessel to traverse the waterways within the areas regulated by this section at a speed greater than "Idle speed" from November 15 through March 31 of any given year.
- (f) *Exemptions.* Exempt from the provisions of this section shall be any Florida Marine Patrol, Pinellas County Sheriffs Department and/or other official craft and craft operating under emergency conditions while in the performance of their official duties or operations in an emergency.
- (g) *Special exclusion zone.* No motorized or self-propelled vessels shall be operated within Spring Bayou from November 15 through March 31 of any given year. The Board of Commissioners may give permission to motorized vessels to use Spring Bayou for the Christmas Boat Parade or Epiphany celebrations at least two weeks prior to the event.
- (h) *Conflict.* In the event that any provision in this Ordinance is found to be in conflict with any other City of Tarpon Springs ordinance regarding the same subject, the more restrictive ordinance shall apply.

Section 2. That this Ordinance shall become effective immediately upon final passage and adoption.

City of Tarpon Springs
Office of the Internal Auditor

Audit of the City Clerk & Collections Department

Prepared by:
Billy Poulos
City Internal Auditor
October 2021



Report #01_2021

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City of Tarpon Springs Office of the Internal Auditor

10/25/2021

Honorable Mayor Alahouzos and Commissioners,

Enclosed is Audit #01-2021 of the City Clerk and Collections department. This audit was conducted under the authority of the approved FY 2022 Internal Audit plan, and contains my analysis and conclusions based on the information available to me. The report contains three findings, three observations, and the responses of both the City Clerk and City Manager. I will be available to discuss the audit at the November 2, 2021, BOC Regular Session.

I would like to thank the City Clerk's office and the Finance department for their assistance and cooperation during this audit. Should you have any questions prior to the BOC meeting, feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "B. Poulos".

Billy Poulos
City Internal Auditor

Cc: Irene Jacobs, City Clerk
Michele Manousos, Deputy City Clerk
Mark LeCouris, City Manager
Ron Harring, Finance Director

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Executive Summary (Overall Auditor Opinion)

In accordance with the approved FY 2022 Internal Audit plan, I have completed the audit of the City Clerk Collections and Collections department. The audit was conducted using the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (I.e., Red Book Standards) as a framework and guide. I believe that the evidence obtained and reviewed provides a reasonable basis for the findings and observations in this report.

This audit focused solely on the Clerk's role in the offsite collection of revenue, and whether proper financial controls are in place. The offsite collection process was identified as a risk during this office's recently completed City-wide risk assessment¹ and through additional conversations with the Clerk. Offsite collections are those transactions/ collections that are performed by other departments, with the Clerk having a control-related role in the process. Offsite collections accounted for over \$4.2 million of revenue from roughly 81,000 transactions during the audit period of 10/1/2020 to 6/30/2021.

This report uses a balanced format approach which includes both findings and observations. Findings can include any number of things where improvement is needed and usually require remedial action by the auditee. In contrast, observations are areas where the auditee has excelled or has exhibited a best practice. The use of a balanced format approach helps provide an overall picture of the department, which is important for a decision-making Board.

As evidenced by the review of documents, conversations with the Clerk and her staff, and the testing of randomly sampled transactions with no exceptions, the Clerk and her staff obviously understand the importance of having financial controls. The Clerk has implemented an adequate control system for her portion of the offsite collections, which ensures that there is a segregation of duties and that the City's assets are safeguarded at all times. However, there is an issue with the revenue collection process for the Golf Course and Recreation department. Specifically, the Clerk has been omitted from the revenue collection process for these two departments, which does not conform to the City Charter. Because this and other issues involve departments under the City Manager as well as the Clerk, he has been given a copy of the report for an opportunity to respond.

In order for the reader to gain a complete understanding of the Clerk's portion of the offsite collection process, it is strongly recommended that the details about the findings and observations listed below, are read in their entirety.

Finding #1: The Clerk is not included in the collection process for the Golf Course and Recreation department, which does not conform to the City Charter.

Finding #2: The City does not have a conflict-of-interest policy for staff who perform transactions and/or collections.

Finding #3: The Clerk does not currently monitor offsite transactions.

Observation #1: The Clerk's policies and procedures manual is adequate and thorough.

¹ Internal Audit office: Risk Assessment & FY 2022 Internal Audit Plan published on 8/4/21.

Observation #2: Testing of sampled offsite collections revealed no exceptions.

Observation #3: The Clerk's office has implemented recommendations from previous audits.

Background

The Clerk and Collector ("Clerk") for the City of Tarpon Springs is a City Charter official² who is hired by and reports directly to the Board of City Commissioners ("BOC"). The Clerk's department is made up of two offices with different functions: Civil-related functions (Ex. Records custodian, elections manager, etc.) and Collections ("Collection center"), where the Clerk is responsible for all revenue collected by the city. Reporting directly to the BOC makes the Clerk's office independent from City management and creates an organizational segregation of duties, which is the whole point of having a Clerk and Collector. This is codified in the City Charter³ as it clearly states,

"The city clerk shall have the sole power to collect all revenue received by the city and shall be accountable therefor".

While the Clerk is solely accountable for all revenue received by the City, she is not the sole collector of all revenue received by the City. The Clerk is the sole collector for certain revenue streams (I.e., Regular collections) like utilities but has a more limited role in what are called offsite collections⁴, which are the focus of this audit. These are collections for transactions that are performed by individual departments, with the Clerk having a role in the collection process, but not the transaction itself.

The Clerk's role in offsite collections is that of a fiscal control (Ex. Verifying and Keying in transactions, posting batches, etc....). The purpose is to ensure that the proper segregation exists between the person performing the transaction, and the person entering the information into the accounting system. These collections occur outside of the Clerk's direct purview and away or "offsite" from the Clerk's office, hence the term "offsite collections". These collections serve a purpose and are operationally prudent as the Clerk cannot possibly have staff in every department to perform collections. The collection process for each department, and the Clerk's role in the process is dependent on each department's technical and human resources. For example, the Cemetery department does not have its own software application, so staff will list all transactions and payments on a cash summary sheet and take it to the Clerk's Collection center along with the physical checks, where the Clerk's staff will reconcile the cash summary sheet amounts with the checks, key the information into Naviline⁵, and then post the batches for the Finance department to review. In contrast, the Library department has access to Naviline and keys in their own transactions, with the Clerk verifying and posting the daily batches afterward. Like all offsite collections, the postings are ultimately sent to the Finance department's GMBA⁶ application for review by their staff and posting to the ledger.

² A Charter Official is an employee of the City of Tarpon Springs whose position is specifically specified in the City's charter.

³ Tarpon Springs City Charter- Article III, Section 17 (a).

⁴ For the purposes of this audit, an "offsite collection" is a when a department performs a transaction and collection independently of the Clerk's office, with the Clerk having a fiscal control role in the collection process. In contrast, a "regular collection" is one in which the Clerk performs the entire transaction and associated collection (I.e., Utility payments).

⁵ Naviline is the City's enterprise-wide accounting system.

⁶ GMBA is the acronym for Governmental Management and Budgeting Accounting system which is what the Finance department uses for their general ledger system.

The City has several departments that collect revenue for a multitude of services and products, and each has its own collection process. **Table 1** highlights the services and items that are sold by each department, and the Clerk’s role in the collection process. During the audit period (10/1/20 – 6/30/21) the City generated \$4,220,984 in offsite collection revenue from 80,799 transactions, as illustrated in **Exhibits 1** and **2** respectively.

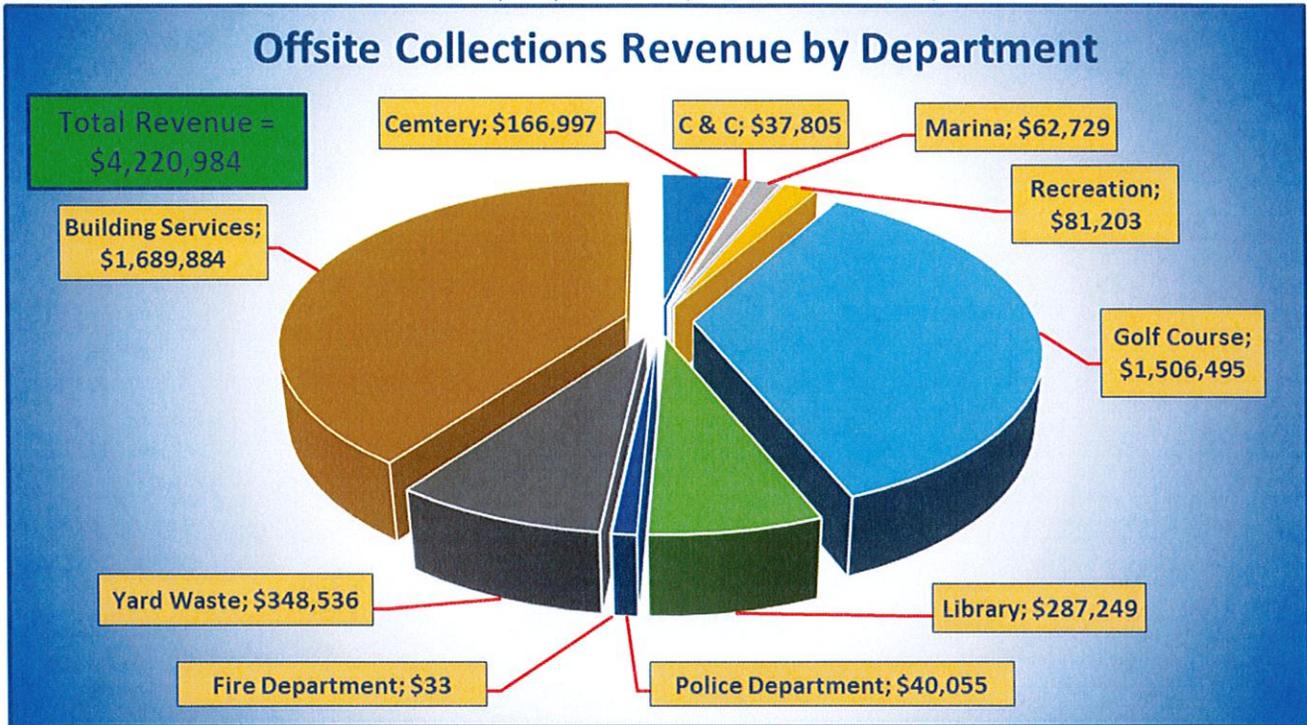
Table 1: Clerk’s role in the offsite collection process for each department.

Department	Services/ Items for Sale	Clerk’s Role in Offsite Collection Process	
		Keying in Transactions (And other accounting practices)	Posting Batches
Cemetery	<ul style="list-style-type: none"> • Various burial fees (In-ground/ Lawn crypt, etc.) • Columbarium • Mausoleum crypt • Niche fees, vases & plaques 	Yes	Yes
Cultural & Civic Services (“C & C”)	<ul style="list-style-type: none"> • Event tickets (Plays, musicals, etc.) • Tours (Museum, Cultural Center, Safford House) • Concessions • Donations 	No	Yes
Marina	<ul style="list-style-type: none"> • Boat launch permits • Slip rentals 	Yes	Yes
Recreation Department*	<ul style="list-style-type: none"> • Various recreational programs/ classes • Concerts/ various social events • Facility rental • Recreation cards • Weight room use 	Clerk is Not Involved in Process	Clerk is Not Involved in Process
Golf Course*	<ul style="list-style-type: none"> • Green fees, driving range • Memberships • Equipment rental, cart fees • Merchandise (Pro Shop), snack bar & gift certs. • Golf lessons 	Clerk is Not Involved in Process	Clerk is Not Involved in Process
Library	<ul style="list-style-type: none"> • Overdue book fees (Eliminated 10/1/21) • Lost book fees • Copy charges • Donations 	No	Yes
Police Department	<ul style="list-style-type: none"> • Donations • Taxi permits • Fingerprinting • Record/ Report requests Government checks (Pinellas & Federal Govt.) 	Yes	Yes
Fire Department	<ul style="list-style-type: none"> • Donations • CPR cards • Firefighter supplemental comp check from State • Fire report 	Yes	Yes
Yard Waste	<ul style="list-style-type: none"> • Yard Waste related fees 	Yes	Yes
Building Services	<ul style="list-style-type: none"> • Local Business Taxes • Building and trade permits 	No	Yes

* The Clerk does not play a role in the Golf Course or Recreation department’s collection process (See Finding #1).

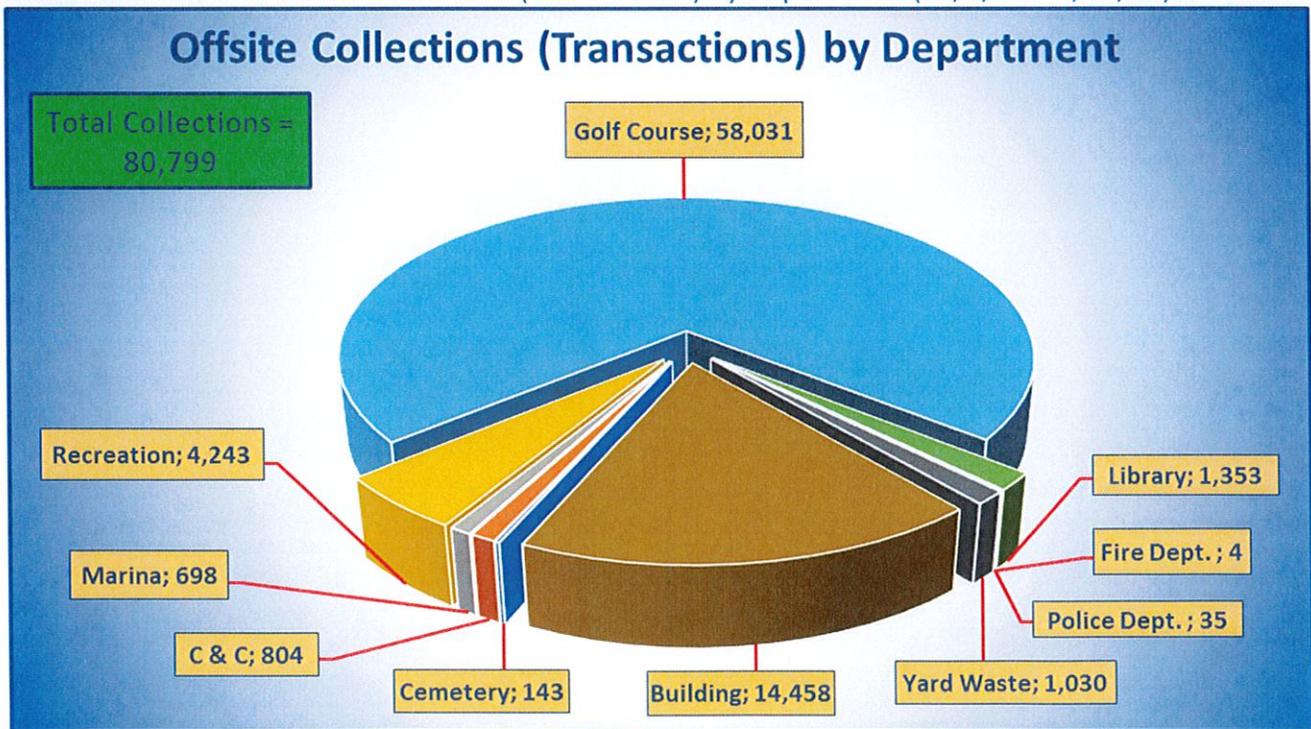
Note: The Clerk’s role includes other sub-activities that are part of keying in transactions and posting batches. For simplicity purposes, only these categories are illustrated.

Exhibit 1: Offsite Collection Revenue by Department (10/1/20 – 6/30/21).



Source: Finance department reconciliation sheets for Golf Course and Recreation department, and Naviline accounting system for all others.

Exhibit 2: Number of Offsite Collections (Transactions) by Department (10/1/20 – 6/30/21).



Source: Proshop Keeper application for Golf Course, Rec Trac application for Recreation department, and Naviline accounting system for all others.

Audit Objectives, Scope, & Methodology

The objective of this audit is to determine if the Clerk has the proper financial controls in place for the collection of offsite revenue (I.e., Offsite collections), and to determine if oversight of the offsite revenue collection points is adequate. It was realized during the recently completed city-wide risk assessment⁷, and reinforced during the initial discussions with the Clerk, that offsite collections posed the greatest risk to the Clerk's office. This is because offsite collections are an area where the Clerk is not involved in the entire collection process. Offsite collections are unlike "regular" Clerk collections (Ex. Utilities payments) where the Clerk handles the entirety of the transaction and collection, and therefore has a great amount of control over the process. In contrast, offsite collections enable departments to collect revenue for the services they offer, and the Clerk has some involvement in the process by either assisting with the collections (Ex. Keying in transactions) or acting as a financial control (Ex: Reconciling summary sheets and posting batches). Because of the many offsite collection points, the uniqueness of each one, and the Clerk's limited role in the offsite collection process, the risks associated with offsite collections is higher than the risks associated with the Clerk's "regular" collections.

The scope of this audit is from 10/1/2020 to 6/30/2021 and only concerns the Clerk's role in offsite collections. The Internal Auditor:

- Gained an understanding of the offsite collections process as a whole and the Clerk's role in the process.
- Analyzed the Clerk's policies and procedures, the process for handling offsite collections for each department, recent budget documents, previous audits, publicly available documents, and other information provided by the Clerk.
- Interviewed and conversed with the Clerk, Deputy Clerk, Finance Director, Assistant Finance Director, and other staff.
- Observed a walk-through of the various offsite collection procedures for each department to determine if proper controls were in place, specifically segregation of duties and safeguarding of assets.
- Pulled financial data from the City's accounting system (Naviline).
- Requested and compiled accounting and transactional data from Golf Course and Recreation department for testing and inclusion in report.
- Tested random samples of each department's collections at the transactional level to determine accuracy and completeness.

Results: Findings

Finding #1: The Clerk is not included in the collection process for the Golf Course and Recreation department, which does not conform to the City Charter.

As stated in the City Charter, the City Clerk and Collector is a charter official who, "*shall have the sole power to collect all revenue received by the City and shall be accountable therefor.*" While the Clerk collects the majority of the City's revenue, she has been omitted from the revenue collection process for the Golf Course and Recreation department. The Golf Course and Recreation department have their own software applications (Proshop Keeper and Rec Trac, respectively) which are all-in-one cashiering,

⁷Internal Audit office: Risk Assessment & FY 2022 Internal Audit Plan published on 8/4/21.

management, and accounting systems. Information from these systems is programmed to go directly to the Finance department's general ledger system (GMBA), which effectively cuts the Clerk out of the collection process. The Clerk has no role in the collection or accounting of transactions originating from these departments.

The collection process concerning these two departments is not consistent with the spirit, intent, or letter of the City Charter. Furthermore, the Charter does not provide a mechanism, no matter how valid the reasoning may be, whereby the Clerk can be completely omitted from the collection process. To the City's credit, adequate financial controls are in place for the proper collection of revenues from these departments⁸, but adequate controls are not a reason to supplant the Charter.

The Charter language is clear that the Clerk is accountable for all revenue received by the City, yet the revenue collection process from these two departments (\$1,587,698 during the 9-month audit period) does not include the Clerk. It is inconceivable that the Clerk would be held accountable for something that she has no control over, but unfortunately, that is the current situation that she is in. For example, the Clerk has no way of knowing if these departments are out of balance or have other collections issues.

As mentioned earlier, these department's bypass the City's enterprise-wide accounting system (Naviline) and feed directly into the Finance department's general ledger system (GMBA), which creates data fragmentation issues. For example, to create the pie charts (**Exhibits 1 and 2**) for this report, data had to be compiled from all three systems (Proshop Keeper for Golf Course, Rec Trac for Recreation department, and Navaline for all other departments) when all the data should be available in one system.

Going forward, this issue should be contained from spreading to other departments, as the Clerk, the Information Technology Director, and the Finance Director have an understanding that the Clerk will be included in discussions when new software that affects the Clerk's duties is being procured.

Recommendation:

It is recommended that the Clerk's office be involved in the collection process for the Golf Course and Recreation department to maintain charter compliance, much like the processes for the other offsite collections. In addition, the Clerk should continue to be involved with the procurement of any software that relates to her job duties.

Auditee's Response (Clerk & City Manager): Concur. See attached responses.

Finding #2: The City does not have a conflict-of-interest policy for staff who perform transactions and/or collections.

Employees handling transactions should not perform any transaction in which they hold a personal interest. This would include transactions for themselves, friends, family members or for any business entity in which they have an interest. The City does have a policy with the same basic principle called

⁸ A cursory review of the control framework for the Golf Course and Recreation department was performed, and it appears that adequate controls are in place. In addition, a reconciliation test of receipts, deposits, and journal entries was performed, and no exceptions were noted.

the “Notification of Outside Employment” that is required to be read and signed by employees, but not a policy that specifically addresses conflicts of interest pertaining to transactions and/ or collections.

Recommendation:

It is recommended that the City adopt a policy that addresses potential employee conflicts of interest as it pertains to transactions and collections.

Auditee Response (City Manager): Concur. See attached responses.

Finding #3: The Clerk does not currently monitor offsite transactions.

The Clerk does not currently monitor offsite collections but has a system in place to do so. As previously mentioned, the Clerk is accountable for all revenue received by the City. This includes offsite collections where in most cases, the transactions and collections happen outside her purview. This was noted in a previous audit report⁹ and the Clerk has addressed it by developing a monitoring system that includes checklists, review sheets, and other audit related monitoring tools. However, due to limited resources, monitoring of offsite collection sites has not been done consistently. Thankfully, testing of the sampled collections in this audit have not revealed any exceptions. However, substantive testing of collections would not detect, or more importantly prevent problems at the transaction level (Ex. Multiple employees working out of a single drawer or charging a customer for one service, when they receive more than one).

Recommendation: While there is no way to prevent all nefarious behavior, a greater effort needs to be made by not only the Clerk, but the management of each department that sells goods and services to the public. The Clerk and the various department directors who have offsite collections should explore ways to collaboratively monitor offsite transactions and collections that are cost effective but provide some level of assurance. The reality of monitoring offsite collections solely by the Clerk’s office may not be feasible from a cost/ benefit perspective but should nonetheless be examined. It should be noted that prior to Covid-19, the Clerk’s office performed some monitoring of the offsite collection points.

Auditee Response (Clerk): Concur. See attached responses.

Results: Observations

Observation #1: The Clerk’s policies and procedures manual is adequate and thorough.

The policies and procedures manual maintained by the Clerk is adequate, thorough, and addresses how to handle each department’s offsite collections. Moreover, the manual is up to date and provides the user with detailed information.

Observation #2: Testing of sampled transactions revealed no exceptions.

The Clerk provided collection data at the transactional level for each department¹⁰ for the audit period. Random samples were run on these transactions, and supporting information was requested and received for testing. Transactions were tested for accuracy to ensure that the Clerk’s staff either keyed

⁹ Audit performed by Crowe Horwath in January 2016 entitled “Internal Audit of Cash Receipts”.

¹⁰ Transactional data for the Golf Course and Recreation department was provided by each department, while financial data was provided by the Finance department.

in the amounts correctly, or ensured the amounts were correct before posting the batch. **Table 2** lists the Clerk’s role in the collection process for each department and the tests performed.

Table 2: Testing Procedures for each Department.

Departments	Clerk’s Role in Collection Process	Testing Procedures
<ul style="list-style-type: none"> • Cemetery • Marina • Yard Waste • Police Department • Fire Department 	<p>Each department has a manual process where they fill out a summary/ calculation sheet and provide it to the Clerk’s staff for them to key the information into Naviline. A separate person from the Clerk’s office then posts the batches.</p>	<p>Received transactional data from the Clerk and ran a random sample of each department’s transactions. Reconciled the sampled transaction data to the summary/calculation sheets to test the accuracy of the keyed in transactions. No exceptions noted.</p>
<ul style="list-style-type: none"> • Cultural & Civic Services (C & C) • Library Services • Building Services Department 	<p>Each department has access to Navaline and enters the transactional and collection information themselves. They then provide the Clerk’s staff with a cash edit sheet which shows their transactions, along with any supporting documentation (Ex. A summary report from C & C’s ticketing system). The Clerk ensures these documents reconcile and posts the batches to Naviline.</p>	<p>Received transactional data from the Clerk and ran a random sample of each department’s transactions. Reconciled the sampled transactions to the Cash posting list to test the accuracy of the transactions within the posted batch. No exceptions noted.</p>
<ul style="list-style-type: none"> • Recreation Dept. • Golf Course 	<p>Each department has their own software application which speaks directly to the Finance department’s ledger system (GMBA) and therefore the Clerk has no role in the process (See Finding #1).</p>	<p>Clerk does not have a role in these department’s collection process. However, a reconciliation test of receipts, deposits, and journal entries was performed. No exceptions noted.</p>

Observation #3: The Clerk’s office has implemented recommendations from previous audits.

The Clerk has implemented the recommendations from a prior cash receipts audit conducted in 2016¹¹. This includes ensuring that employees who handle cash receipts have a background check conducted at least every five years. The Clerk’s office has complied with this and maintains the documentation for each offsite collection department. Additionally, the Clerk has helped departments with the safeguarding of assets by either facilitating the use of armored car pick-up of deposits for offsite collection points or storing deposits for offsite collection points until armored pick-up occurs.

¹¹ Audit performed by Crowe Horwath in January 2016 entitled “Internal Audit of Cash Receipts”.

Management Response

Usually, only the auditee is asked to respond to the audit findings, but in this case two of the findings concerned the City, so the City Manager was asked to respond in addition to the Clerk. Both the City Manager and Clerk responded to all the findings in a timely manner and concurred with each one. Their responses are attached.



City of Tarpon Springs, Florida

Irene S. Jacobs, CMC
City Clerk & Collector

K. Michele Manousos, CMC
City Clerk & Collector

DATE: October 22, 2021
TO: BASILIOS POULOS, INTERNAL AUDITOR
FROM: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR 
RE: CITY CLERK & COLLECTIONS AUDIT RESPONSE

Below are my responses to the City Clerk & Collections Audit:

Finding # 1: The software for the recreation department (Retrack) and the golf course (Proshop Keeper) have been in place for several years. I am sure when these were configured it was to streamline and be efficient and not purposely done for the City Clerk to be left out of the process. This can be achieved once all offsites are under one merchant vendor. Until such time, I will work with City Manager LeCouris and Internal Auditor Poulos to achieve steps for the City Clerk to be in compliance with the Charter.

Finding # 2: Even though the City does not have a City wide Conflict of Interest Policy for all employees, the City Clerk and Collections office has a policy for their employees. I agree the City does need to have a City wide policy for all employees and would be happy to work with City Manager LeCouris, and Internal Auditor Poulos to achieve this.

Finding # 3: The City Clerk's Office prior to Covid-19 monitored offsite collection areas on a quarterly basis. Due to office vacancies, merchant vendor project, and other projects and demands on the City Clerk and Collections office, we have not been able to do quarterly audits as we would have liked to. We have created policy and procedure manuals for all office site areas and plan to resume monitoring more frequently for compliance. In addition, I have also been working with directors of offsites areas to stress the importance of communication when their department dynamics change or when there are issues in any aspects of collections.



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: Basilios Poulos
Internal Auditor

From: Mark G. LeCouris *MGL*
City Manager

Date: October 21, 2021

Subject: Responses to Audit of City Clerk and Collections

I have read your October, 2021 report/audit of the City Clerk and Collections. My responses are as follows:

Finding 1 - The Clerk is not included in the collection process for the Golf Course and Recreation department, which does not conform to City Charter. I will work with the City Clerk and Internal Auditor to come in compliance with Charter on these collection issues. I will also insure that the City Clerk is involved in the procurement of any software that relates to her job duties.

Finding 2 - The City does not have a Conflict of Interest Policy for staff who perform transactions and/or collections. I will work with the City Clerk and Internal Auditor to write and institute a policy that addresses this finding. Policy to be in place before the end of the calendar year.

Finding 3 - The Clerk does not currently monitor offsite transactions - I will insure the Department Directors who have offsite collections work with the City Clerk on ways to collaboratively monitor offsite transactions and collections.

MGL/th



CITY OF TARPON SPRINGS, FL

PROCUREMENT SERVICES

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JL*
DATE: 11/02/2021
SUBJECT: Award File No. 220011-N-JL Resiliency Planning Support Services

RECOMMENDATION:

Award File No. 220011-N-JL Resiliency Planning Support Services to University of Florida Board of Trustees, Historic Preservation Program, in an amount not to exceed \$50,000.00 for Planning and Zoning Department.

BACKGROUND:

The Florida Department of State (DOS), Division of Historical Resources has awarded the City of Tarpon Springs with a Small Matching Grant of \$50,000 to complete the Tarpon Springs Adaptation and Resiliency Plan for the City's Historic District and the Greektown National Cultural District. The Grant Agreement Resolution was approved by the Board of Commissioners July 27, 2021, and executed on August 10, 2021 (see attached memo, scope of services, and contract). The Consultant will develop an adaptation strategy plan for hazard mitigation of historic resources, and, will formulate a resiliency framework for post-disaster response / recovery and future rehabilitation of historic resources. The project schedule is approximately eight months to complete.

FUNDING: TBD

Accepted by: _____
City Manager

Attest: _____
City Clerk

**City of Tarpon Springs, Florida
MEMORANDUM**

October 22, 2021

TO: BOARD OF COMMISSIONERS

FROM: PLANNING AND ZONING DEPARTMENT

HEARING DATES: NOVEMBER 2, 2021

SUBJECT: AGREEMENT BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND THE CITY OF TARPON SPRINGS TO COMPLETE AN ADAPTATION AND RESILIENCY PLAN FOR THE HISTORIC DISTRICT AND GREEKTOWN.

I. RECOMMENDATION

Staff recommends that the Board of Commissioners authorize the City Manager to sign the attached grant agreement.

II. BACKGROUND

The Florida Department of State (DOS), Division of Historical Resources has awarded the City of Tarpon Springs with a Small Matching Grant of \$50,000 to complete the Tarpon Springs Adaptation and Resiliency Plan for the City's Historic District and the Greektown National Cultural District. The Grant Agreement was approved by the Board of Commissioners at their meeting of July 27, 2021 and executed on August 10, 2021.

A services agreement with the University of Florida Board of Trustees for completion of the project is attached for the BOC's approval. The work will be performed by the College of Design, Construction and Planning Historic Preservation Program. Resumes are attached for the principal consultant staff, Cleary Larkin, Ph.D., R.A. and Linda Stevenson, Ph.D., A.I.A. The attached contract and the contractor credentials have been approved by the DOS. The City must execute the contract for the work by November 5, 2021 under the terms of the Grant Agreement. The project completion date is June 30, 2022.

AGREEMENT BETWEEN

City of Tarpon Springs

AND

**University of Florida Board of Trustees
On behalf of its
Historic Preservation Program**

This Agreement, made and entered into this 1st day of July, 2021 by and between The City of Tarpon Springs (hereinafter referred to as “Tarpon Springs”), having offices at 324 E. Pines Street, Tarpon Springs, FL 34689, and the University of Florida Board of Trustees, a public body corporate of the State of Florida (hereinafter referred to as the “University”), having offices at UF Research | Division of Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611, collectively the “Parties,” hereby stat as follows:

WHEREAS Tarpon Springs wishes to engage University to complete an adaptation and resiliency plan for the City of Tarpon Springs’ local historic district and the Greektown national district; and

WHEREAS Tarpon Springs has determined that it is in Tarpon Springs’ best interests to enter this agreement; and

NOW THEREFORE, in consideration of the mutual agreements set forth hereunder, the parties agree as follows:

Article I: Description of Agreement

1. University of Florida Board of Trustees Contacts:

Administrative Matters:
Division of Sponsored Programs
207 Grinter Hall
Gainesville, FL 32611-5500
(352) 392-9267
ufawards@ufl.edu

Technical Matters:
Historic Preservation Program:
148 Architecture Building
University of Florida
Gainesville, FL 32611-5701

2. City of Tarpon Springs Planning & Zoning Department
324 E. Pine Street, Tarpon Springs, FL 34689
Contact: Patricia McNeese, Principal Planner, (727) 938-3711, pmcneese@ctsfl.us
3. Date of Services / Agreement Term: Services to be completed between July 1, 2021 and June 30, 2022.
4. Summary of Services: Florida Division of Historical Resources Small Matching Grant funds will be used to develop an Adaptation and Resiliency Plan for two historic districts in the City of Tarpon Springs: the Tarpon Springs Historic District and the Tarpon Springs Greektown Historic District; data collection; develop vulnerability assessments of a minimum of six hundred (600) resources in the two historic districts; develop a toolkit, GIS resources, and frameworks for implementing adaptation and resiliency actions. (Refer to Appendix B – Scope of Work.)
5. University Personnel

Principal Investigator:
Cleary Larkin, Ph.D., R.A., Director of Historic Preservation

Co-Principal Investigator:
Linda Stevenson, Ph.D., AIA

Graduate Research Assistant
6. Payment Terms: The University shall submit quarterly “Progress Reports” and invoices for payments pursuant to the Timeline and Payment Schedule (see Appendix A). **The total payments under this fixed price agreement shall not exceed FIFTY THOUSAND DOLLARS (\$50,000.00) and shall be paid in installments of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), with the first invoice to be issued upon execution of this Agreement.** Tarpon Springs will then file the paperwork for reimbursement by the Florida Division of Historical Resources (herein referred to as “DHR”). Tarpon Springs will make a payment within 30 days of receiving funding from DHR.

Article II: General Conditions

1. Parties: The Parties to this Agreement are University and The City of Tarpon Springs.
2. Nature of the Agreement: The University shall provide the Services set forth under this agreement and render full and prompt cooperation with Tarpon Springs in all aspects of the

Services performed hereunder. The University acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under the Agreement. The University shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Agreement, unless otherwise specified herein.

3. Manner and Performance: The University shall use its best efforts to provide the Services described herein in a competent and professional manner satisfactory to Tarpon Springs in accordance with the terms and conditions of this Agreement. The University shall comply with all provisions of all federal, state, and local laws that are applicable to the performance of this Agreement.
4. Limited Warranty: University represents that the Services will be performed in a professional and workmanlike manner.
5. Liability and Indemnification: It is expressly understood and intended that the University is not an officer, employee or agent of Tarpon Springs, or their board. Further, for purposes of this Agreement, the project or activities, the Parties hereto agree that Tarpon Springs, its officers, agents and employees are independent contractors.

The University of Florida, being an agency of the State of Florida, is not allowed to indemnify any agency or any person beyond the insurable amounts provided by Florida Statute 768.28. The University maintains self-insurance for liability as allowed by statutes. It is preferred that indemnification by University of Florida not be addressed in these terms and conditions.

This Agreement shall in no way bind Tarpon Springs and its agents or employees to any further relationship with the University beyond these Services under this Agreement. Nothing herein shall be interpreted as a waiver by Tarpon Springs of its sovereign immunity nor as an agreement to contractually indemnify for any liability incurred by the University of Florida or any other party.

6. Governing Laws: This Agreement, including Appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.
7. Assignment: The Parties are not permitted to assign this Agreement or any part without prior and mutual consent of the other Party, and any purported assignment will render this Agreement null and void and subject to immediate rescission of the Agreement and

reimbursement by one Party of an expenditures incurred by the other Party under the conditions of this Agreement.

8. Force Majeure: Neither Party shall be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond the Party's control, including, but not limited to acts of God, flood, fire, war, epidemic, pandemic, or governmental acts.
9. Termination: Either Party may terminate this agreement for convenience by providing thirty (30) days written notice to the other Party. When terminating for Cause, this Agreement may be terminated by the non-defaulting Party in the event that the other Party materially fails to perform or comply with this Agreement or any provision hereof. The non-defaulting Party shall issue a written notice to cure to the defaulting Party providing them with thirty (30) days to cure the materials breach. If the event is not cured within those thirty (30) days, the non-defaulting Party may terminate this Agreement with written notice. -Upon notification of termination, University shall proceed to limit or terminate any outstanding commitments of expenditures. Tarpon Springs shall reimburse the University costs or commitments incurred prior to the notice of termination, including non-cancellable commitments.
10. Totality of Agreement: This Agreement, represents the whole and total agreement of the Parties. No representations, except those contained within this Agreement, are to be considered in construing the terms. No modifications or amendments may be made to this Agreement unless made in writing and signed by both Parties.
11. Severability: If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall be deemed to be of no effect and deemed stricken from this Agreement. The remaining provisions of the Agreement shall remain in full force and effect.
12. Insurance: The University of Florida, as an agency of the State of Florida, participates in the State Risk Management Program administered by the Department of Financial Services, Division of Risk Management of the State of Florida, for worker's compensation, general liability, and fleet automobile liability insurance. The program provides financial protection for bodily and personal injury and property damage arising from the operations of the University. The combined limits for this coverage amount to \$200,000.00 per person per claim and \$300,000.00 per occurrence. Nothing here in shall be construed as a waiver of the sovereign immunity of the University of Florida, the State of Florida and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statutes.

13. Public Records Act Compliance. The University shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the University shall:

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

If the University fails to comply with the requirements in this Section, Tarpon Springs may enforce these provisions in accordance with the terms of this Agreement. If the University fails to provide the public records to Tarpon Springs within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TARPON SPRINGS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE UNIVERSITY SHOULD CONTACT TARPON SPRINGS' CUSTODIAN OF PUBLIC RECORDS AT:

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

14. Publications. University reserves the right to make or allow to be made scholarly disclosures of the information gathered under this Agreement, including but not limited to, publication in scholarly journals, presentations at exhibits, academic conferences, and other conferences, disclosures to University and non-University scholars, disclosures in grant and funding applications, student dissertations, or other professional forums.

15. Non-Discrimination. University shall not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap, or marital status.

Signatures

Representative, City of Tarpon Springs

Date

Representative, University of Florida Board of Trustees
Elizabeth Keeter, Assistant Director, Division of Sponsored Programs

Date

**Appendix A –
Fixed Price Project Budget, Timeline, & Payment Schedule**

The project budget is \$50,000. The work and payment schedule outlined below is consistent with the City’s deliverables schedule for the Department of State grant contract.

Deliverable	Date	Payment
Execution of this Agreement	Upon Execution of this Agreement	\$12,500
Kick-off meeting Summary and Draft Plan Outline	11/10/2021	N/A
Public Engagement Materials and Surveys	12/30/2021	N/A
University Obtains Project Team Credentials as Required by the Prime Agreement; University Provides to Tarpon Springs Data Compilation and Workshop Summaries	01/21/2022	\$12,500
University Provides to Tarpon Springs a Draft Copy of Vulnerability Assessment and Exposure Risk Analysis Summary and Needs Statement	04/01/2022	\$12,500
University Provides to Tarpon Springs a Draft Copy of Adaption and Resiliency Plan for City of Tarpon Springs and DHR reviews	5/27/2022	N/A
University Provides a Final Adaption and Resiliency Plan and Final Vulnerability Assessments to Tarpon Springs	06/30/2022	\$12,500

Total: \$50,000

Appendix B – Scope of Work

City of Tarpon Springs Adaptation and Resiliency Plan for the Historic District and Greektown

Background

The City of Tarpon Springs, incorporated in 1887, is the northernmost municipality in Pinellas County, Florida. The Tarpon Springs Historic District was added to the National Register of Historic Places (NRHP) in 1990 (#90001762). According to the NRHP registration form, the “Tarpon Springs Historic District ... is associated with events significant in the areas of architecture, commerce, exploration and settlement, and, ethnic heritage. The establishment of Tarpon Springs led the way for the development of the central Gulf coast of Florida. The architecture of the district includes individually significant structures that reflect each phase of development in the period of significance (1881-1943), plus a variety of building types and styles that typify popular tastes and attitudes during the late nineteenth and early twentieth centuries.” The Tarpon Springs Historic District is overlapped on the northwestern portion by the Tarpon Springs Greektown Historic District, a traditional cultural property registered in 2014 (NRHP #14000321), adding layers of significance related to ethnic heritage (European: Greek) and maritime history with an extended period of significance from 1905 to the present.

- The historic district covers both National Register and local designations. A map is available at this link: <https://www.ctsfl.us/wp-content/uploads/2020/02/Map-of-Historic-District.pdf>
- The Greektown district covers the Tarpon Springs “Sponge Docks” and surrounding area. A map is available at this link: <https://www.ctsfl.us/wp-content/uploads/2021/06/Tarpon-Springs-Greektown-Map.pdf>

Scope of Work

The City of Tarpon Springs (“City”) will engage the University of Florida (“Consultant”) to complete an adaptation and resiliency plan for the City’s local historic district and the Greektown national district. The City has received a grant from the Florida Department of State, Division of Historical Resources for the work. The Consultant will develop an adaptation strategy plan for hazard mitigation of historic resources, and, will formulate a resiliency framework for post-disaster response / recovery and future rehabilitation of historic resources. The project objectives are:

1. to collect data and assess vulnerability specific to historic resources,
2. to produce a plan to identify, address and implement adaptation and resiliency actions, and,
3. to provide educational resources for the public, especially those living in the historic district.

TASK 1: PROJECT INITIATION

1.1 Kick-Off Meeting: A kick-off meeting will be held to review the scope of the project, data needs, task assignments, public engagement plan, and schedule. A draft outline of the final document and web contents will be provided for discussion during the meeting. Consultant will provide a written summary of the kick-off meeting.

1.2 Adaptation and Resiliency Plan Outline: A table of contents outline of the Adaptation and Resiliency Plan report and the on-line toolkit resources will be provided based on the kick-off

meeting results. Minor adjustments may be made to the outline throughout the project. The plan outline must include an appendix of data summary and preliminary recommendations regarding future adaptations for the Union Academy neighborhood.

TASK 2 PUBLIC ENGAGEMENT

2.1 Initiate Public Engagement: Consultant will assist with development of public surveys and products for on-line posting discussed at the kick-off meeting. City staff will conduct the on-line public engagement using the Connect Tarpon Springs website. Products will focus on the following:

- a. Project introduction, schedule, updates and events notification;
- b. On-line public survey of historic asset values;
- c. On-line public survey of hazard awareness and concerns.

TASK 3 DATA COMPILATION AND PUBLIC WORKSHOP

3.1 Data Compilation: Hazards and historic assets and existing operating framework:

- a. Inventory and characterize historic assets to include all structures in the historic and Greektown districts of year built 1975 and older;
- b. Identify and compile other available property attributes such as Florida Master Site File information, land use, zoning, property value, structural age, structural features, and certificates of approval;
- c. Identify, profile, and prioritize hazards of concern using existing data and resources that potentially affect identified assets;
- d. Coordinate with Pinellas County to obtain data and compile the extent of exposure of assets in the Union Academy neighborhood of Tarpon Springs;
- e. Provide a summary report and slide presentation of data compilation.

3.2 Public Workshop with Heritage Preservation Board:

- a. Present data compilation summary report and slide presentation;
- b. Compile public input;
- c. Provide a summary of the workshop results.

TASK 4 ASSET EXPOSURE ANALYSIS AND ADAPTATION NEEDS

4.1 Assets Exposure Analysis:

- a. Conduct an exposure analysis of historic assets using filtering criteria to identify emerging trends:
 1. Neighborhood exposure,
 2. Building typology exposure, and,
 3. Important asset exposure;
- b. Identify operating framework affecting historic asset hazard mitigation such as regulatory, institutional, market, and other factors. Identify barriers/threats, and, opportunities;
- c. Identify adaptation needs and problem statements.

TASK 5 DRAFT ADAPTATION AND RESILIENCY PLAN AND PUBLIC MEETING

5.1 Goals and Objectives: Review adaptation needs and problem statements and formulate goal(s) and objectives.

5.2 Asset Prioritization: Prioritize assets for adaptation based on asset value and exposure analysis.

5.3 Adaptation Resources/Best Practices: Provide adaptation resources, retrofitting techniques and best practices at multiple scales (building typologies, neighborhood, infrastructure). Include graphic examples / illustrated case studies.

5.4 Mitigation Actions: Identify and prioritize mitigation actions such as policies, programs, regulatory, and projects. Specifically identify those that fit available funding program eligibility criteria.

5.5 Toolkit: Provide resource toolkit for multiple users and a public education program that includes on-line resources;

5.6 Resiliency Components: Provide a resiliency platform that includes:

- a. Organized GIS data for use in post-disaster damage assessment, response, and permitting;
- b. Post-disaster repair/rebuild resources in the above toolkit;
- c. Recommended programs and projects for post-disaster redevelopment planning.

5.7 Draft Adaptation and Resiliency Plan/Public Meeting: Provide draft adaptation and resiliency plan along with a summary of geographic information system (GIS) and on-line toolkit resources. Present final drafts to the Heritage Preservation Board at a public information meeting.

TASK 6 FINAL ADAPTATION AND RESILIENCY PLAN PRODUCTS

6.1 Final Adaptation and Resiliency Plan and On-Line Toolkit/Public Presentation: The products will include a final report in portable document format (PDF) with one (1) hard copy provided. The report will make extensive use of illustrations/graphics and tabular formats in addition to narratives. Products will also include all original files in GIS, Adobe Suite, Excel and other formats compatible with City software. Products will also include a launch-ready on-line resource platform for the public accessible from the City's web site. The final products will be presented at a meeting of the City's Board of Commissioners.

Project Coordination

Resources from the following concurrent projects will be available to provide supporting information and consistency for the above project:

Keeping Pinellas Above Water: Countywide Flood Mitigation Action Plan: Pinellas County has received a Community Block Development Grant (CDBG) for a multi-year project that includes data acquisition, flood hazard mapping and mitigation planning efforts. The primary objective will be to model and combine tidal/storm surge vulnerability with terrestrial grade elevation data to provide an exposure evaluation for community assets. A major result of this effort will be the

production of a countywide resiliency database of pre-FIRM (Flood Insurance Rate Map) structures (i.e., structures built prior to 1975).

Pinellas County 2020 Local Mitigation Strategy: The City of Tarpon Springs is a member of the Pinellas County Local Mitigation Strategy (LMS) working group. The group’s guiding document, the LMS Plan, identifies ways to mitigate against hazards identified in the plan and is adopted by each community in the County. The LMS plan is required in order for communities to be eligible for federal hazard mitigation funding administered by the State of Florida. The plan is updated every five years.

Pinellas County Historic Preservation Office’s “Resource Survey of Flood Hazard Areas”: This project is focused on creating a geographic information systems (GIS) resiliency database layer specific to historic resources countywide. The layer will be added to the county’s Local Mitigation Strategy (LMS) resiliency database (see above county initiatives). This is a three-phased project. The first phase, completed in May 2021 included geo-coding of pre-1975 properties countywide with identification of those located in the Special Flood Hazard Area (SFHA), and, a windshield survey of 100 selected properties using a GIS-based survey application (app) for direct uploading to the full county database. Also included with Phase 1 will be the development of a mid-century modern context statement specific to Pinellas County covering the 1945-1975 time period. The second phase of this project, being conducted from July 1, 2021 through June 30, 2022, will use the adopted mid-century modern context statement for Pinellas County to begin an ongoing countywide survey of mid-century modern structures in the SFHA using the previously mentioned survey app. The City of Tarpon Springs will be one of three pilot cities involved in Phase 2. Phase 3 of the project will involve the creation of the full GIS database for historical resources based on the Phase 1 and 2 work.

City of Tarpon Springs Vulnerability Assessment and Action Plan (VAAP): This one-year project has been funded by the Florida Department of Environmental Protection and is scheduled to start in July 2021. Its focus is to provide for vulnerability modeling and analysis, and, an adaptation plan for future anticipated tidal inundation impacts, particularly with respect to City infrastructure. The project will include data collection, identification of adaptation action areas, public involvement, modeling of inundation scenarios, vulnerability/impacts analysis, and an action plan.

City of Tarpon Springs Community Rating System (CRS) Participation: The City participates in the Community Rating System (CRS) which is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Credit is provided in the form of lower flood insurance premiums for properties located both inside and out of the Special Flood Hazard Area (SFHA) for mitigation and adaptation actions towards reducing community flood damage. Upon completion of the last CRS verification visit by Insurance Services Office (ISO), the City reduced its rating from a class 7 to a class 6 awarding citizens a 20% deduction in insurance premiums from the former 15% that was already in place. The City

is required to complete an annual recertification as well as an in-person verification cycle visit every 3 years in order to maintain its standing in the CRS program.

City of Tarpon Springs Hazard and Climate Initiatives: The City is currently engaged in several studies and planning efforts towards flood mitigation and adaptation planning including a master seawall plan, sustainability action plan and stormwater action plan.

Appendix C – Copy of Prime Agreement to Follow

Linda Stevenson, Ph.D., AIA
Adjunct Assistant Professor, Historic Preservation Program

Education

2011	University of Florida	Ph.D. Historic Preservation
2004	University of South Florida	M.Arch. Historic Preservation
	University of Maryland	Bachelor of Architecture
	University of Maryland	Bachelor of Arts (Art History)

Academic Positions

University of Florida	Gainesville, FL
2012 - Present	Adjunct Assistant Professor, Historic Preservation Program

Course Instruction

University of Florida	
2012 - Present	History and Theory of Historic Preservation Built Heritage History and Materials Conservation part 1 Built Heritage History and Materials Conservation part 2 Preservation Building Technology Built Heritage Resources: Research Documentation and Conservation Heritage Documentation Practicum in Historic Preservation, (renamed Cultural Resource Survey)

Recent Resiliency Projects & Historical/Architectural Survey Projects

Preservation Institute Nantucket

Coordination of a studio team of graduate students for resiliency adaptations in context of a Historic Urban Landscape study of Union Street, Nantucket. Developed responses to threats to the built environment posed by climate change; increased susceptibility to flooding and sea level rise issues. Tasks included data collection, GIS resources, and application of STAPLEE methodology for identifying and assessing resiliency actions for historic resources.

Recent historical resource surveys/cultural resource survey projects, funded through the Florida Division of Historical Resources, in concert with the UF Division of Sponsored Programs, and private foundations.

- 2021 Pinellas County Historic Resources Survey of the Flood Hazard Areas
Responsible for; management and completion of a cultural resources survey in the Pinellas County Flood Hazard Areas, preparation of 130 FMSF forms, preparation of a midcentury historical context statement, preparation of a final survey report in conformance with FAC 1A-46.
- 2020 North Port St. Joe Cultural Resource Survey
Responsible for; management and completion of a cultural resources survey of over 330 sites in an underrepresented community, preparation of FMSF forms, preparation of the final survey report in conformance with FAC 1A-46. Sites were documented using ArcGIS Collector through the UF Geoplan Center.
- 2019 – 2020 Gainesville Mid-twentieth Century Cultural Resource Survey, Phase 2
Responsible for overall management and completion of survey project with over 325 parcels added to the Florida Master Site File, oversaw the research and completion of forms, prepared the Final Survey Report in compliance with FAC 1A-46.
- Suburban Heights neighborhood
 - Individual commercial/ institutional/ recreational sites
- 2017 – 2018 Gainesville Mid-century Survey
Responsible for management and completion of over 600 Florida Master Site File forms
- Florida Park neighborhood
 - Old Northeast neighborhood update
 - Carol Estates neighborhood
 - Palm View Estates neighborhood
 - Individual sites in Gainesville, University of Florida sites
 - Lincoln Estates neighborhood, a significant African American community in Gainesville

Stevenson has conducted many FDHR-grant-funded surveys, including survey projects for the cities of St Petersburg, Oldsmar, Belleair, and Manatee County, Florida.

Professional Experience

Architectural Licensure: AR #10840; NCARB Certificate 31,167

- 1991 – Present Historic Architect/Principal
Stevenson Architects, Inc., Bradenton, Florida
www.stevensonarchitects.com
Award winning firm with focus on historic preservation projects

Professional Affiliations

Florida Trust for Historic Preservation, Trustee
National Trust for Historic Preservation
Association of Preservation Technology
American Institute of Architects
US/ ICOMOS

Publications and presentations

- "Historic Preservation Policy Barriers to Inclusion", Pensacola, FL May 2019
- "Cyclical Maintenance Plan for Historic Properties" Jacksonville, FL May 2018
- "Shearing the Layers." Workshop on Historic Interiors, Tallahassee, FL, June 2010
- "International Preservation." Annual conference, Pensacola, FL May, 2008.
- "Sustainable Design and Historic Preservation." Annual meeting, Sarasota, FL May 2007.
- Stevenson, Linda D. and Susan D. Tate. "Spectacle in review: the nineteenth- century urban mansion." Article for an edited volume entitled *The Modern French Interior and Mass Media.*, Bloomsbury Press, 2015.
- Stevenson, Linda D. "The Urban Mansion in Nineteenth Century Paris: Tradition, Invention and Spectacle." PhD dissertation, University of Florida. 2011
- Tate, Susan, Linda Stevenson et al. *Concorde: Hôtel de Talleyrand & George C. Marshall Center.* U.S. Department of State and University of Florida. 2007

Service to the University & Community

Trustee, Florida Trust for Historic Preservation	2015 - Present
Ad hoc reviewer for the Association for Preservation Technology Bulletin	2015 -Present
Ad hoc reviewer for the Journal of Interior Design, specialization in historic architecture	2016 - Present
Reviewer for CIDA Professional Standards (History Content)	2021

Honors & Awards

Roy E Graham Award for Excellence in Historic Preservation, Florida Trust for Historic Preservation	2016
Richard Morrie Hunt Prize, Laureate, Architectural Foundation/ French Heritage Society	1995

Cleary Larkin, Ph.D., R.A.
Acting Director, Historic Preservation Program
Assistant Scholar, Department of Urban & Regional Planning

Education

2019	University of Florida	Ph.D. Urban & Regional Planning
2007	Columbia University	M.S. Historic Preservation
1999	University of Arkansas	Bachelor of Architecture

Academic Positions

University of Florida	Gainesville, FL
2021 - present	Acting Director, Historic Preservation Program Assistant Scholar, Department of Urban & Regional Planning
2020 - 2021	Coordinator, Florida Resilient Cities Program, FIBER Assistant Scholar, School of Architecture
2019 - 2020	Postdoctoral Associate, Florida Institute for Built Environment Resilience
2015 - 2019	Doctoral Research Assistant, Urban & Regional Planning
Columbia University	New York, NY
2010 - 2011	Adjunct Associate Professor, Historic Preservation

Publications

Peer-Reviewed Journals

- Larkin, C. Harland Bartholomew and slum clearance in the French Quarter. (In progress: Presented at ACSP 2019, manuscript under revision for submission to Journal of Planning History.)
- Larkin, C. The Planner and the Preservationist: New Orleans, 1920s. (In progress: Presented at NYPAP 2020, manuscript under revision for journal submission.)

Peer-Reviewed Book Chapters

- Carney, J., Larkin, C., Volk, M., Luo, Y., O'Dell, W. (under review). Case Study: Port St. Joe, Florida. In Eds. Newman, G. and Qiao, Z. *Landscape Architecture for Mitigating Sea Level Rise: Innovative Global Solutions*.

Conference Proceedings

Larkin, C., Carney, J., Cox, C., Hylton, M. (in progress). The Cross-Disciplinary Classroom: Exploring climate, design and community resilience at the University of Florida. ACSA/EAAE Teachers Conference: Curriculum for Climate Agency, online, June 2021.

Book Reviews

Larkin, C. (2016). "The Modernist Architecture of Samuel G. and William B. Wiener: Shreveport, Louisiana, 1920–1960" by K. Kingsley & G.W. Carwile. *ARRIS: The Journal of the Southeast Chapter of The Society of Architectural Historians*, 27, 51-52.

Reports

Srinivasan, R., Ahrentzen, S., Bender, S., Cantrell, R., Larkin, C., O'Dell, W., Ries, R. (In Progress). "Project Re-Envision" [website deliverable]. Funder: Department of Housing and Urban Development.

Larkin, C., Carney, J., Brisotto, C., Deitch, M., Luo, Y., O'Dell, W., Volk, M. (In progress). "Florida Resilient Cities: Port St. Joe 2." Funder: Jessie Ball Dupont Fund.

Larkin, C., Carney, J., O'Dell, W., Volk, M. (2020). "Reviving Port St. Joe through the UF Florida Resilient Cities Program." Submitted to Jessie Ball Dupont Fund.

Larkin, C., Hylton, M., Stevenson, L. (2018). "Gainesville Historic Preservation Comprehensive Survey and Guidelines Update." Submitted to Florida Department of State, Division of Historical Resources.

Trade Magazines

Carney, J., Larkin C. (December 2019). Building Resilient Florida: Local Adaptations Toward Statewide Transformation. *Quality Cities*. Florida League of Cities.

Blog Posts

Larkin, C. (October 14, 2015.) New York's Landmark Law at 50: Reflections of a Preservationist.

Course Instruction

University of Florida

2021	History and Theory of Historic Preservation
2020	Florida Climate Institute Fieldcourse: Port St. Joe (Faculty team)
2018, 2015 - 2016	Urban Planning History & Theory (w/ Dr. K. Larsen)
2018	Historic Preservation Practicum (w/ Dr. L. Stevenson)
2016 - 2019	Landscape Urbanism Colloquium (w/ Dr. K. Larsen)

Columbia University

2010 - 2011	Historic Preservation Graduate Studio (Faculty team)
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External Grants & Contracts

Submitted	"Risk Assessment and Disaster Planning for Local Governments & State Agencies" and "Disaster Mitigation and Recovery Guidance for Florida's Historic Properties."
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- 2021 Florida Department of State, Division of Historical Resources. \$791,750. Co-PI w/ L. Craig, P. Davenport-Jacobs, M. Hylton, III, B. Nettles, A. Schedel.
- 2021 "Florida Resilient Cities: Engaging Jacksonville's Creek Communities." Jesse Ball DuPont Fund. \$204,375. Co-PI w/ J. Carney. In conjunction with HUD CDBG-MIT project, "Emerald Trail Watershed Resiliency Planning: Jacksonville." \$718,809.00. Recipient: Groundwork Jacksonville, Inc.
- 2021 "Project Re-Envision." Department of Housing and Urban Development. \$531,539. Project Coordinator. PI R. Srinivasan.
- 2020 - 2021 "Florida Resilient Cities: Port St. Joe 2." Jessie Ball Dupont Fund. \$159,456. Project Coordinator & Co-PI w/ J. Carney, W. O'Dell, M. Volk.
- 2019 - 2022 "Stein and Bartholomew: The idealist and the technocrat. A comparison of New Towns and Garden Communities." Clarence S. Stein Institute for Urban and Landscape Studies, Cornell University, \$16,100. Principal Investigator.
- 2019 - 2020 "Reviving Port St. Joe through the UF Florida Resilient Cities Program." Jessie Ball Dupont Fund. \$151,046. Project Coordinator & Co-PI w/ J. Carney, W. O'Dell, M. Volk.
- 2017 - 2018 "Gainesville Historic Preservation Comprehensive Survey and Guidelines Update." Florida Department of State, Division of Historical Resources. \$40,600. Project Coordinator & Co-PI w/ M. Hylton, III, L. Stevenson.

Conferences & Invited Presentations

- "The Cross-Disciplinary Classroom: Exploring climate, design and community resilience at the University of Florida." ACSA/EAAE Teachers Conference: Curriculum for Climate Agency, online, June 2021.
- "Sustainability into Practice: Climate Change, Race and Housing." Panelist, Bob Graham Center for Public Service, University of Florida, online, January 2021.
- "Origins of Historic Preservation: New Orleans." Guest Lecturer, New York Preservation Archive Project (NYPAP), online, November 2020.
- "The Florida Resilient Cities program: An interdisciplinary approach." Paper Presentation, Association of Collegiate Schools of Planning (ACSP) Annual Conference, online, 2020.
- "Florida Resilient Cities: Port St. Joe." Co-presenter w/ J. Carney, Florida Housing Coalition webinar, November 2019.
- "What makes a slum? Geospatial understanding of expulsive zoning proposals in New Orleans, 1920-1930." Paper Presentation, Association of Collegiate Schools of Planning (ACSP) Annual Conference, 2019. Greenville, SC.
- "Florida's Policy Barriers to Heritage Inclusion." Workshop Leader w/ L. Stevenson, Florida Trust for Historic Preservation Annual Conference, 2019. Pensacola, FL.
- "The Planner and the Preservationist: New Orleans, 1920-1929." Paper Presentation, Association of Collegiate Schools of Planning (ACSP) Annual Conference, 2017. Denver, CO.
- "Historic Districts at 50: Relic of the past or instrument for livable cities?" Organizer, Moderator and Roundtable Discussant, Association of Collegiate Schools of Planning (ACSP) Annual Conference, 2016. Portland, OR.

Professional Experience

Architectural Licensure: VA #012963

- 2016 – 2018 Preservation Planner, City of Gainesville, Gainesville, FL
Led grant-funded “Gainesville Mid-century Survey (1930-1975).” Reviewed Certificate of Appropriateness applications for five historic districts. Established community engagement for addressing demolition by neglect and absentee ownership within historic African-American communities.
- 2007 – 2015 Architect & Planner, Beyer Blinder Belle, New York, NY
Design Architect, Project Manager and Historic Preservation Planner for new design, adaptive reuse and conservation projects; led project reviews with SHPO, Landmarks Preservation Commission, Section 106, National Park Service.
- Selected projects:
- Hahne & Company* (Newark, NJ) Adaptive reuse of a c. 1901 500,000 sf department store for multi-family housing, commercial and office space using Historic Rehabilitation Tax Credits.
- St. Paul Union Depot* (St. Paul, MN) \$150 million adaptive reuse of 1927 train station for a multi-modal transportation hub.
- Empire State Building* Implementation of design projects within the LPC-approved Master Plan: tenant signage, storefronts, restoration of lobby marble finishes, elevator dispatch system, feasibility studies for Observation Deck upgrades.
- Grand Central Terminal* Interior employee facility upgrades, design connection between East Side Access/ Long Island Railroad project and historic terminal spaces.
- 1999 – 2005 Architect & Planner, Frazier Associates, Staunton, VA
Design Architect for Virginia Main Street, Façade Improvement Programs, Community Development Block Grants and ISTE/TEA-21 funded projects. Historian and Planner for National Register nominations, Design Guidelines, Master Plans & Feasibility Studies for historic districts, downtowns, & campuses.

Service to the University & Community

Invited Critic, External

- | | |
|--|-------------|
| Envision Resilience Nantucket Challenge | 2021 |
| Tulane University, School of Architecture, Historic Preservation | 2019 - 2021 |
| University of Arkansas, School of Architecture | 2015, 2021 |

Columbia University, School of Architecture, Planning & Preservation 2011 - 2013
University of Minnesota, School of Architecture 2011

Invited Critic, UF

Graduate Architecture Studio 2019 - 2021
Graduate Landscape Architecture Studio and Thesis 2019 - 2020
Graduate Historic Preservation Studio 2019 - 2020
Preservation Institute of Nantucket Studio 2018 - 2021

Invited Lecturer, UF

Special Topics - Resilience, Research and Practice 2019
Doctoral Seminar - Design, Construction & Planning 2019-2021
Future of the Past, Historic Preservation 2019 - 2020
History & Theory of Historic Preservation 2016 - 2020
Historic Preservation Law 2016 - 2019

Selected

Tampa Bay Regional Planning Council, RRAP Workshop SME Participant 2021
Congress of the New Urbanism Conference, Paper selection reviewer 2019
Gainesville Modern, Executive Board member, House tour docent 2016 - 2019
UF Campus Master Planning, Stakeholder committee 2018
Preservation Alumni of Columbia University, President 2009 - 2012
James Marston Fitch Charitable Foundation, Ex Officio, Board 2009 - 2012
Preservation Alumni of Columbia University, Board Member 2005 - 2009



Project Administration Department

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

Memorandum

Date: November 2, 2021
To: Mark LeCouris, City Manager
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Lemon and Shaddock Streets Paving and Stormwater Alternatives

Recommendation

Alternatives are presented below for consideration by the Board of Commissioners for proceeding with roadway improvement on Lemon Street between Bath Street and South Spring Blvd as well as Shaddock Street between South Spring Boulevard and Lemon Street.

Summary

As part of the bi-annual brick street improvement project, City staff has been working with American Consulting Professionals (ACP) on the design of roadway improvements for the subject area (see **Figure 1 Project Location Map** below). The original design intent was to replace the roadway with the existing roadway type. Shaddock Street is currently a brick street and would remain a brick street. Lemon Street is currently an asphalt street and remain so. (See **Figures 2-5** for photos of current the roadway segments). During the design process, Staff asked ACP to prepare an analysis of potential project upgrades to be presented to the BOC for consideration such as changing Lemon Street from asphalt to brick, and adding new stormwater drainage infrastructure along Lemon Street (currently there is none). The options are presented below along with estimated design and construction costs.

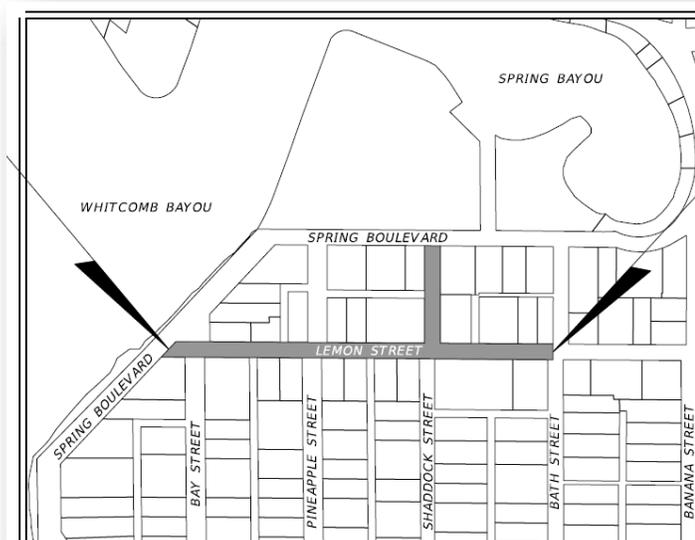


Figure 1 - Project Location Map

Option 1: "As-is" Approach

- Repave Lemon Street as an asphalt street (as it currently is)
- Reconstruct Shaddock Street as a brick street (as it currently is), including bricks all the way to S. Spring Boulevard (small asphalt section would be restored to brick).
- No stormwater improvements on Lemon Street

Estimated cost = \$397,268

Option 2: All-Brick Surfaces, No Drainage Improvements

- Reconstruct Lemon Street as a brick street (it currently is asphalt)
- Reconstruct Shaddock Street as a brick street (as it currently is), including bricks all the way to S. Spring Boulevard (small asphalt section would be restored to brick).
- No stormwater improvements on Lemon Street

Estimate cost = \$477,148

Option 3: Same Surfaces, Improved Drainage

- Repave Lemon Street as an asphalt street (as it currently is)
- Reconstruct Shaddock Street as a brick street (as it currently is), including bricks all the way to S. Spring Boulevard (small asphalt section would be restored to brick).
- Add new stormwater infrastructure on Lemon Street

Estimate cost = \$569,538

Option 4: All-Brick Surfaces, Improved Drainage

- Reconstruct Lemon Street as a brick street (it currently is asphalt)
- Reconstruct Shaddock Street as a brick street (as it currently is), including bricks all the way to S. Spring Boulevard (small asphalt section would be restored to brick).
- Add new stormwater infrastructure on Lemon Street

Estimate cost = \$649,418

	No Drainage Improvements	W/ Drainage Improvements
Asphalt	\$ 397,268.16	\$ 569,538.28
Brick	\$ 477,148.54	\$ 649,418.66

Funding

Project funding would be provided through a combination of Local Option Sales Funds (Penny For Pinellas), Capital Projects Fund, Stormwater Division Funds (if stormwater components are recommended/approved) and potentially American Rescue Plan Act (ARPA) funds.



Figure 2: Lemon Street facing west from Bath Street

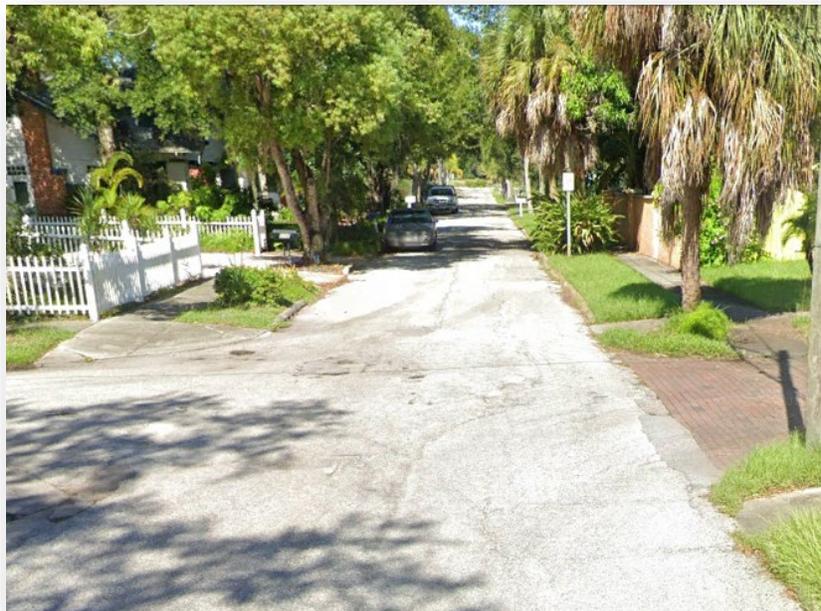


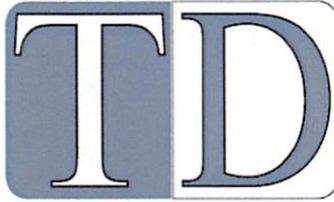
Figure 3: Lemon Street facing west at Shaddock Street



Figure 4: Lemon Street facing west at Bay Street and S. Spring Blvd.



Figure 5: Shaddock Street facing south at S. Spring Blvd.



T R A S K
D A I G N E A U L T
— LLP —
A T T O R N E Y S

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT ESCHENFELDER, B.C.S.*
DAVID PLATTE
JEREMY SIMON
NANCY S. MEYER

** Board Certified by the Florida Bar in
City, County and Local Government Law*

MEMORANDUM

DATE: October 25, 2021

TO: Mayor Chris Alahouzos
Vice Mayor Jacob Karr
Commissioner Townsend Tarapani
Commissioner Connor Donovan
Commissioner Costa Vatikiotis

FROM: Thomas J. Trask, Esquire 

RE: Midcoast Construction Enterprises, LLC and Jack D. Fulford
Delinquent Roll Off Dumpster Account
Account No. 72307-271203644
Service Address: 100 Dodecanese Blvd.

The purpose of this memorandum is to obtain your authorization to accept a \$5,000.00 settlement offer from Jack D. Fulford and Midcoast Construction Enterprises, LLC ("Midcoast") made to settle the delinquent roll off dumpster account in Mr. Fulford's name and that of Midcoast.

BACKGROUND

In 2019 Midcoast was hired by the City to perform certain work at the City's marina. As part of that work, Midcoast required the use of dumpsters to dispose of pilings removed from the marina. On January 3, 2020 the dumpster account was terminated and a final bill in the amount of \$10,732.19 was mailed to Midcoast Construction. On November 6, 2020, the City sent a demand letter to Midcoast Construction, c/o Jack Fulford. The City subsequently made an adjustment to the account in January 2021 to reverse two charges that were made in error. The total adjusted balance of \$8,964.57 remained unpaid for several months. On August 23, 2021, I wrote a demand letter to Midcoast Construction and Mr. Fulford asking for payment on the delinquent account. Beginning in September 2021, Mr. Fulford communicated with me and settlement discussions ensued. Both the City Manager and I are requesting approval for settlement in the amount of \$5,000.00.

RECOMMENDATION

Based upon the facts of this case and to avoid incurring additional attorney's fees, it is my recommendation that the Board of Commissioners provide approval of this Settlement offer of \$5,000.00 and write off the balance of the delinquent roll off dumpster account.

Respectfully submitted.

TJT/kt

cc: Mark LeCouris, City Manager
Irene S. Jacobs, City Clerk
Michele Manousos, Deputy City Clerk & Collector
Nick Makris, Projects Supervisor



T R A S K
D A I G N E A U L T
LLP
A T T O R N E Y S

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT ESCHENFELDER, B.C.S.*
DAVID PLATTE
JEREMY SIMON
NANCY S. MEYER

** Board Certified by the Florida Bar in
City, County and Local Government Law*

MEMORANDUM

DATE: October 28, 2021

TO: Mayor Chris Alahouzos
Vice Mayor Jacob Karr
Commissioner Townsend Tarapani
Commissioner Connor Donovan
Commissioner Costa Vatikiotis

CC: Mark LeCouris, City Manager
Ron Haring, Finance Director

FROM: Thomas J. Trask, City Attorney *JOM/KR*

RE: Savannah Cove Ground Lease

On October 8, 2021 I received the attached letter. Evidently the City entered into a long term (50 year) Ground Lease in 2003 with Savannah Cove Limited Partnership. That Ground Lease was amended in 2004. As a result the City receives monthly payments from Savannah Cove in the amount of \$6,125.00, as well as the sale tax. As part of the original deal the City received a Promissory Note for \$200,000.00. The note is a no interest note and matures on March 17, 2054. As you can see from the attached letter, Savannah Cove is assigning its interest in the Ground Lease and needs the City's consent. That consent is reflected in the Assignment. After the Assignment is signed the City will receive the rent and sales tax from the new Tenant. The Ground Lease also requires the City, when requested, to sign a Certificate that confirms that Savannah has not defaulted under the lease. The Assignment and Certificate need to be approved by the Board of Commissioners. During the review and negotiation of the Assignment and Certificate documents a discussion ensued about the Promissory Note. Savannah wants to pay off the note early (33 years early). Since the Note is interest free the City Manager, the Finance Director, the Attorney for Savannah and I have been discussing a discounted payoff. The discount is directly related to the present dollar value of a \$200,000.00 promissory note that is not due until 2054. Mr. Haring calculated the present value at \$107,847.52. This value was also confirmed by using a bond present value site. The purpose of the memo is obtain the Board of Commissioner's authorization to sign the Assignment and Certificate and to accept the \$107,847.52 in return for satisfaction of the Promissory Note.

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Carl Eldred
106 East College Avenue, Suite 700
Tallahassee, FL 32301
Direct: (850) 354-7621
Email: celdred@stearnsweaver.com

October 8, 2021

Via Email and Certified Mail

Thomas Trask
City of Tarpon Springs, City Attorney
Trask Daigneault, LLP
1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756-3941
tom@cityattorneys.legal

Re: Assignment of Ground Lease

Dear Mr. Trask:

Our firm represents Savannah Cove Limited Partnership (“Savannah Cove”), Lessee under the Ground Lease with the City of Tarpon Springs (“City”), dated April 1, 2003 (“Original Ground Lease”), as amended by the First Amendment to Ground Lease, dated March 17, 2004 (collectively, the “Ground Lease”). A copy of the Ground Lease is attached. Savannah Cove has entered into a Purchase and Sale Agreement with SCG Global Holdings, L.L.C. (“Starwood”) for the sale of certain developments, including the Savannah Cove Apartments in Tarpon Springs which is subject to the Ground Lease. I am writing to provide notice of Savannah Cove’s intent to assign the Ground Lease and respectfully request that the City approve and execute the attached Assignment of Ground Lease and Certificate Regarding Ground Lease.

In reviewing the Ground Lease, I note that Section 20.02 allows Savannah Cove to assign the lease in its entirety and without the City’s written consent “provided that at all times the Project shall be managed by an entity with a demonstrated managerial and operational capacity for managing and operating rental projects similar to the project.” The very next section, however, suggests that Savannah Cove must provide written notice to the City and provide certain information for the assignment to be valid. Given the inconsistency between these two sections, and as a courtesy to the City, Savannah Cove provides the following information as requested in Section 20.03:

1. Name and address of Assignee:

SREIT Savannah Bay, L.L.C.
c/o Starwood Capital Group Global, L.P.
591 West Putnam Avenue
Greenwich, CT 06830
ATTN: Matthew Guttin, Esq.
Email: mguttin@starwood.com

2. The nature of the transaction is a sale of the development and assignment of the Ground Lease.
3. Copies of the Assignment of Ground Lease and Certificate of Ground Lease are attached for review and approval.
4. Summary of Assignee's experience: SREIT Savannah Bay, L.L.C. is an affiliate of Starwood. Founded in 1991, Starwood is one of the world's leading private real estate firms, with over \$80 billion in assets under management. Starwood has raised nearly \$60 billion of equity capital and has sponsored 16 private opportunistic real estate funds, 15 co-investments, and 8 public companies since its inception. Over the past 29 years, Starwood has invested in nearly every real estate asset class, acquiring over \$115 billion of real estate assets since inception.

Starwood has extensive experience in both the affordable housing and multifamily sectors. Through its affiliates, Starwood owns or is under contract on nearly 37,000 affordable housing units in the United States. The total affordable housing portfolio is valued at over \$5.5 billion, making Starwood a top 3 affordable housing owner in the country and the most active acquirer over the past 5 years, according to Affordable Housing Finance. Starwood's affordable portfolio consists of over 21,000 units in Florida across 86 properties. Starwood has been approved by Florida Housing in every single one of these acquisitions, including as recently as June 18, 2021. Starwood has successfully owned and managed these properties since acquisition and is interested in growing its affordable housing platform through this transaction. Additionally, Starwood currently owns nearly 13,000 conventional multifamily units valued in excess of \$3.2 billion in Florida. In summary, Starwood is intimately familiar with this asset class.

As you can see, Starwood possesses the requisite experience to take over the project and assume the responsibilities under the Ground Lease. I ask, therefore, that the City review and execute the attached Assignment of Ground Lease and the Certificate at its earliest opportunity. Should you need any additional information, please request such information at your earliest convenience. Thanks.

Sincerely,



Carl Eldred

Enclosures: Ground Lease – City of Tarpon Springs to Savannah Cove
First Amendment to Ground Lease
Assignment of Ground Lease
Certificate Regarding Ground Lease

Thomas Trask
Trask Daigneault, LLP
October 8, 2021
Page 3

cc (via email): Brian McDonough
 Marc Plonskier
 Roger Yorkshaitis
 (w/enclosures)

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA (727) 464-8616

N1057635 05-08-2003 09:59:57 RJB
51 AGR-SAVANNAH COVE
3010 - 00000466
I#:03185947 BK:12731 SPG:0001 EPG:0046
RECORDING 046 PAGES 1 \$208.50

TOTAL: \$208.50
CHARGE AMOUNT: \$208.50
BY _____ DEPUTY CLERK

03-185947 MAY- 8-2003 10:00AM
PINELLAS CO BK 12731 PG 1

GROUND LEASE

CITY OF TARPON SPRINGS, FLORIDA

Lessor

TO

SAVANNAH COVE LIMITED PARTNERSHIP

Lessee

Dated: As of April 1, 2003

PAGES	46
ACCT	466
REC	208.50
DR219	_____
DS	_____
INT	_____
FEES	_____
MTF	_____
P/C	_____
REV	_____
TOTAL	208.50
- CK BAL	0
CHG AMT	208.50

I, KATHY M. ALESAFIS, City Clerk and Collector of the City of Tarpon Springs, Florida, hereby certify that the attached and foregoing is a full, true, complete and correct copy of the original of which is now in the original records of the City.

IN WITNESS WHEREOF, I have hereunto, set my hand and affixed the official Seal of the City of Tarpon Springs, Florida, this 2nd day of July, 2003

Kathy M. Alesafis
KATHY M. ALESAFIS, CMC
CITY CLERK & COLLECTOR

em to:

 City Clerk's Office
 P.O. Box 5004
 Tarpon Springs, FL
 34688-5004

BA

GROUND LEASE

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+

CITY OF TARPON SPRINGS, FLORIDA,
LESSOR,
and SAVANNAH COVE LIMITED PARTNERSHIP,
a Florida Limited Partnership,
LESSEE

GROUND LEASE

Dated: As of April 1, 2003

Ground Lease ("Lease") made between CITY OF TARPON SPRINGS, FLORIDA, a political subdivision of the State of Florida, having its principal office at 324 E. Pine Street, Tarpon Springs, Florida 34689, Attention: City Manager ("Lessor"), and SAVANNAH COVE LIMITED PARTNERSHIP, a Florida limited partnership, having an office at Cabot Business Park, 120 Forbes Boulevard, Mansfield, MA 02048 ("Lessee").

WITNESSETH

WHEREAS, Lessor holds title to vacant land located east of Pinellas Trail on the north side of Curlew Place, which real property is legally described in Exhibit "A" attached hereto; and

WHEREAS, Lessee desires to lease the land described in Exhibit "A" upon which it will build an elder housing apartment complex with approximately 160 units plus related amenities, together with other improvements, fixtures and structures; and

WHEREAS, Lessor recognizes the potential for public and private benefit through the development of this land for such use.

WHEREAS, the lease of the Land has been approved by referendum vote of the electors of the City of Tarpon Springs on February 4, 2003, pursuant to Resolution Number 2002-63 adopted on November 26, 2002, and pursuant to the requirements of Section 3 of the Charter of the City of Tarpon Springs.

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE 1

DEFINITIONS



The terms defined in this Article shall, for all purposes of this Lease and all agreements supplemental hereto or modifying this Lease, have the meaning herein specified unless that context requires otherwise.

1.01 "Additional Deposit" means the sum of Fifteen Thousand Dollars (\$15,000), together with all interest earned on said sum while it is held in escrow by Escrow Agent in accordance with this Lease.

1.02 "Additional Rent" means all payments, other than Base Rent, to be made by Lessee under this Lease to Lessor whether or not such payments shall be designated as Additional Rent, and shall be payable on demand unless other payment dates are hereinafter provided; which Additional Rent, if not otherwise paid when due, shall be due and payable with the next succeeding installment of Base Rent, provided that Lessor shall have rendered to Lessee a statement of such Additional Rent due.

1.03 "Authorities" means all federal, state, county and city departments, agencies, bureau, officers and other subdivisions thereof, or other local governmental or quasi-governmental authorities, or any department, office, or agency of the foregoing now existing or hereafter created.

1.04 "Base Rent" means the sum of Seventy Three Thousand Five Hundred Dollars (\$73,500.00) per year, payable monthly in advance, as more fully set forth in Article 4 hereof.

1.05 "City" shall mean the City of Tarpon Springs acting in its sovereign capacity as a governmental authority and not in its status as Lessor.

1.06 "Close" shall mean the consummation of the transaction evidenced by the occurrence of all of the following:

1. payment of the lump sum rental payment;
2. granting of possession to Lessee;
3. the commencement of payment of Rent; and
4. the closing of Lessee's Housing Credits financing.

1.07 "Closing Date" shall mean the earlier of December 31, 2003, or the date upon which the last of the following events occur: (a) Lessee pays the \$300,000.00 lump sum rental payment (less credited amounts); (b) possession is granted to Lessee; (c) the parties have executed the Possession Date Certificate; and (d) Lessee Closes. Upon Lessee's payment of a non-refundable extension fee ("Extension Fee") in the amount of Twenty-Five Thousand Dollars (\$25,000.00) no later than December 30, 2003, the Closing Date may be extended until December 31, 2004, if Lessee does not receive an award of acceptable Housing Credits on or before December 31, 2003.

1.08 "Deposit" means the sum of Fifty Thousand Dollars (\$50,000) comprised of the Initial Deposit, the Additional Deposit and the Final Deposit, together with all interest earned on those sums while it is held in escrow by Escrow Agent in accordance with this Lease. All references herein to the "Deposit" shall be deemed to include all monies then deposited by Lessee in accordance with this Lease. However, interest earned on the principal sums of the Deposit, which interest is earned

upon the Deposit becoming non-refundable, shall not be credited at Closing toward the \$300,000.00 lump sum payment due at Closing.

1.09 "Easements" means those certain easements, cross easements, and other reciprocal easements which are Permitted Encumbrances (as defined herein), or are necessary or desirable in the development and use of the Premises for the Project and all other permitted uses.

1.10 "Effective Date" means April 1, 2003.

1.11 "Escrow Agent" means Lessor's Attorney.

1.12 "Excusable Delays" means delays caused by strikes, lock-outs, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or any other cause, whether similar or dissimilar, beyond the reasonable control of Lessor or Lessee.

1.13 "Final Deposit" means the sum of Twenty-Five Thousand Dollars (\$25,000), together with all interest earned thereon while it is held in escrow by the Escrow Agent in accordance with this Lease.

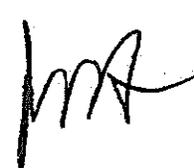
1.14 "Governmental Approvals" means all the necessary permits and approvals from all of the appropriate Authorities for the construction of the Project. The Governmental Approvals shall include, but shall not be limited to, planning and zoning approvals and issuance of building permits for the construction of the Project.

1.15 "Housing Credits" means housing tax credits allocated or reserved for the development of the Project from the Florida Housing Finance Corporation for the construction of multi-family rental units, which financing must be acceptable to Lessee. In this context, "acceptable" shall mean Housing Credits in amount(s) sufficient for the construction of the Project.

1.16 "Initial Deposit" means the sum of Ten Thousand Dollars (\$10,000) together with all interest earned on said sum while it is held in escrow by the Escrow Agent in accordance with this Lease.

1.17 "Investigation Period" means the period of time beginning on the Effective Date and ending on the date which is ninety (90) days thereafter.

1.18 "Impositions" means all duties, ad valorem real estate taxes, charges for water and sewer, governmental levies or excises, license fees, permit fees, inspection fees and other authorization fees, or similar rents, rates, charges, impact fees, assessments and payments, extraordinary as well as ordinary, whether foreseen or unforeseen (including all interest and penalties thereon), as shall, during the portion of the Term beginning with the Rental Commencement Date, be laid, levied, assessed or imposed upon, or become due and payable from liens upon, the Land or any rent therefrom or any estate, right, or interest thereon and/or the Premises or occupancy, use or possession of or any activity conducted on the Land, and/or Premises or any part thereof or any appurtenances thereto, the leasehold estate hereby created, the sidewalks, or streets in front of or adjoining the Premises or any utility vault thereunder, by virtue of any present or future Authorities, including but not limited to:



A. to the extent required by applicable law, all sales taxes or similar excise taxes or any taxes, assessments or charges of any kind from any Authorities, if any, that may now or hereafter be imposed upon, or with respect to the Lessee's leasehold interest or the Rent payable hereunder. It is the intent of the parties that Lessor shall not pay or be obligated to pay any funds whatsoever to any Authority for taxes, charges, assessments, exactions or any other monies whatsoever arising from this Lease or the privileges and rights granted hereunder. This provision shall be liberally construed to insure that no such charges, whether known or unknown as of the Commencement Date of this Lease, shall be paid by the Lessor;

B. any ad valorem taxes levied on the Premises and which are billed to Lessor.

1.19 "Institutional Lender" means a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance company, college, real estate investment trust or other real estate investment entity, tax credit syndication entity, federal, state, county or municipal government agency or bureau, pension fund, or entity in the business of making loans secured by real estate. The term "Institutional Investor" also includes other lenders which perform functions similar to any of the foregoing.

1.20 "Insurance Requirements" means all terms of an insurance policy covering or applicable to the Land or Premises or any part thereof, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Land or Premises or any part thereof, or any use or condition of the Land or Premises or any part thereof.

1.21 "Interest Rate" means a rate per annum equal to twelve percent (12%).

1.22 "Investor Limited Partner" means Wachovia Bank, National Association.

1.23 "Land" means the parcel of land described in Exhibit "A" hereto (the "Land"), subject to each of the Permitted Encumbrances, as shall at the time be in effect and applicable to the Land; and all rights of way or use, servitudes, licenses, tenements, hereditaments, appurtenances and easements now or hereafter belonging or pertaining to the Land.

1.24 "Lease" means this agreement, together with the Exhibits annexed hereto, which are hereby made a part hereof, and all agreements supplemental to or modifying this agreement made contemporaneously herewith or subsequent hereto.

1.25 "Lease Year" means the successive periods of twelve (12) months each, beginning on the Rental Commencement Date, and on the same date of each calendar year thereafter, and ending on the last day of each 12-month period.

1.26 "Leasehold Mortgage" means a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which Lessee's Leasehold Interest is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation. The term "Leasehold Mortgagee" means a holder of a Leasehold Mortgage in respect to which the notice provided for by section 27.02 A.1 has been given and received and as to which the provisions of Article 27 are applicable.

1.27 "Legal Requirements" means laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, recorded agreements and requirements of all Authorities, which may be applicable to or have jurisdiction over the Land, or the



sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this Lease.

1.28 "Lessee's Intended Use" shall mean an apartment complex and related uses, which meets the requirements described in the definition of "Project" below.

1.29 "Permitted Exceptions" means the encumbrances to which this Lease is or will become subject, including, but not limited to, all Easements, and any other title exceptions acceptable to Lessee which do not interfere with Lessee's Intended Use of the Land .

1.30 "Premises" means the leasehold estate in the Land together with the Project to be erected by Lessee on the Land.

1.31 "Project" means the elder housing project (as defined in the "Housing for Older Persons" exemption under the Federal Fair Housing Amendments Act, 42 U.S.C. § 3607 (the "Act")), which apartment project contains not more than 160 residential apartments located in multi-story apartment buildings, together with other improvements, fixtures, and structures related thereto, to be built on the Land.

1.32 "Possession Date" means the date Lessor hands over to Lessee possession of the Premises.

1.33 "Property Records" means copies of all the following documents relating to the Premises, if any, which are in Lessor's possession or can be readily obtained by Lessor: Any and all leases, licenses, environmental reports, geotechnical reports, wetland jurisdictional reports/surveys, certificates of use or occupancy, permits, authorizations and approvals issued by Authorities in accordance with Legal Requirements, current contracts relating to the operation of the Property, appraisals, title insurance policies, surveys, site plans, plats, soil tests, reports, engineering reports and similar technical data and information, environmental reports and audits, any and all wetland jurisdictional work related to the Premises, geotechnical reports, plans and specifications for proposed improvements to the Premises, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Premises or claims, allegations or adverse information that the Premises violates any Legal Requirements, that there is hazardous or toxic waste on or about the Premises, or that there are defects, deficiencies or hazardous conditions in or on the Premises).

1.34 "Rent" or "Rental" means all amounts payable by Lessee pursuant to this Lease including but not limited to the Base Rent and Additional Rent.

1.35 "Rental Commencement Date" shall be the Closing Date.

1.36 "Term" means the fifty (50) year period commencing on the Closing Date and ending fifty (50) years after the issuance of a final certificate of occupancy for all or a portion of the Project.

ARTICLE 2

PREMISES; CONDITION AND USE OF LAND

2.01 In accordance with Chapter 166, Florida Statutes, the powers granted to Lessor pursuant to the City of Tarpon Springs Charter, and Resolution No. 2002-63, passed on November 26, 2003, Lessor hereby leases to Lessee and the Lessee hereby hires from Lessor the Land for the Term, unless the Term shall sooner terminate as hereinafter provided. Lessee leases and takes from Lessor the Land, together with all the appurtenances, rights, privileges and hereditaments thereto, in "AS IS" condition, unconditionally and without reservation, waiving any claim against the Lessor arising from the condition of the Land, and subject only to (i) the terms and conditions of this Lease, and (ii) the matters set forth in Exhibit B (the "Title Matters") attached hereto and incorporated by reference herein. No mineral or mining rights shall be conveyed to the Lessee, which rights are retained by the Lessor.

2.02 Lessee is familiar with the physical condition of the Land and has received the same in good order and condition. Lessee may use said Land for the uses set forth in Article 9 hereof so long as such uses are (or were when built) in conformity with zoning and use restrictions affecting the Land, and Lessee will not do any action or thing which is contrary to any applicable legal or insurance requirement or which constitutes a public or private nuisance or waste.

2.03 On or before the Effective Date, Lessee shall deliver to Escrow Agent the Initial Deposit. Prior to Closing, Escrow Agent shall keep the Deposit in an interest-bearing escrow account with a commercial or savings bank doing business in Pinellas County or Hillsborough County, Florida. Lessee shall receive a credit at Closing for the amount of the Deposit and for the interest earned on any portion of the Deposit held in escrow pending Closing. When any portion of the Deposit becomes non-refundable hereunder, Escrow Agent may release that portion from escrow and pay it to Lessor.

ARTICLE 3

INVESTIGATION PERIOD; TITLE MATTERS; POSSESSION

3.01 During the Investigation Period, Lessee shall determine, in its sole and absolute discretion, whether the Property is suitable for Lessee's Intended Use of the Property. Concurrently with the Lessor's execution of this Lease, Lessor shall deliver to Lessee the Property Records. During the Investigation Period, and if Lessee elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Lessee and its agents, representatives, employees and professionals retained by Lessee shall have the right to enter upon the Land and to make all inspections and investigations of the condition of the Land which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering and topographical studies, environmental audits, wetland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at Lessee's cost and expense. Lessee shall provide to Lessor copies of all reports, studies and audits regarding the Land which Lessee receives in connection with its investigation of the Land. After completing its inspection of the Property, (a) if Lessee elects to go forward to Closing, Lessee shall make the Additional Deposit no later than the last day of the Inspection Period; and (b) if Lessee elects to terminate this Lease in accordance with this Article 3, Lessee shall leave the Land in substantially the condition existing on the Effective Date. Lessee agrees to indemnify Lessor from all liabilities, damages, claims, costs,



fees and expenses (including reasonable attorneys' fees and costs) caused by any such inspections or investigations.

3.02 Lessee may elect to terminate this Lease at any time before the end of the Investigation Period by written notice to Lessor and to Escrow Agent. Upon such a termination of this Lease, Escrow Agent shall return to Lessee the Deposit and thereafter this Lease shall be terminated, and except as otherwise specifically set forth in this Lease, neither Lessee nor Lessor shall have any further rights or obligations hereunder. If Lessee elects to proceed under this Lease and provided Lessor shall not be in default hereunder, the Deposit shall become non-refundable to Lessee as of the end of the Investigation Period; provided, however, that the Deposit shall remain refundable in the event (i) the Conditions to Closing set forth in Section 3.07 are not satisfied as of the Closing Date, or (ii) the Lessee is entitled to a refund of the Deposit pursuant to Sections 3.08. When any part of the Deposit becomes non-refundable hereunder, all interest earned thereon shall belong to Lessor.

3.03 No later than thirty (30) days after the Execution Date, Lessee shall obtain a title insurance commitment ("Title Commitment") at Lessee's expense, for issuance of an owner's/lessee's policy of title insurance insuring its leasehold interest, and shall promptly provide a copy thereof to Lessor.

A. In the event the Title Commitment discloses any defect(s) in the title to the Land which renders it unsuitable for Lessee's Intended Use or which are objectionable to Lessee, Lessee shall notify Lessor of the defects within thirty (30) days after receipt of the Title Commitment. Lessor shall use its diligent efforts to cure the defects. In the event Lessor is unable to cure the defects within one hundred twenty (120) days of Lessee's notice, Lessee shall have the option of accepting title in its then-present condition, or terminating this Lease, whereby Lessee shall receive back its Deposit, plus interest thereon, and both parties shall be released from any and all further obligations hereunder.

B. To Lessor's knowledge as of the Effective Date of this Lease, Lessor is the fee owner of the Land, which ownership is unencumbered by any lien or security interest, and there are no covenants, conditions, restrictions, rights-of-way and/or easements or other matters relating to or encumbering the Land which would interfere with the construction obligations of Lessee under Article 7 or the utilization of the Project for Lessee's Intended Use. The Title Commitment shall confirm that Lessor is the fee owner of the Land and shall further confirm that the Land is subject only to the Permitted Exceptions.

3.04 In the event Lessee elects to proceed under this Lease, Lessee, at Lessee's sole cost and expense, shall prepare applications for Housing Credits. Lessee shall be responsible for the payment of all costs incurred in the Housing Credits application and award process.

3.05 In the event Lessee elects to proceed under the Lease, Lessee, at Lessee's sole cost and expense, shall prepare applications for Governmental Approvals to be signed by Lessor as owner of the Land. Within ten (10) days after receipt of the applications from Lessee, Lessor shall execute and return the applications to Lessee for submission to the appropriate Authorities. Lessee shall diligently pursue the Governmental Approvals, but shall have no obligation to commence such process until after Closing. Lessee will keep Lessor advised of Lessee's progress in obtaining Governmental Approvals. Lessee shall be responsible for the payment of all costs incurred in the Governmental Approvals process; provided, however, that Lessor shall be responsible for its own Attorneys' Fees and other professionals' fees incurred in reviewing Lessee's submissions for



Governmental Approvals. Lessor agrees to cooperate fully and promptly in the permitting process including, but not limited to, joining in any permit application, plats, opinions of title, gap affidavits and other applicable applications or affidavits if required to do so, if it can do so in good faith.

3.06 Lessor covenants that Lessor shall maintain the Property in its current condition until the Closing Date. Lessee shall have the right to enter upon the Land at any time prior to the Closing to confirm that the Property has been maintained in the manner covenanted by Lessor. However, Lessor shall not be liable to Lessee hereunder if damage to the Property is the result of natural causes, such as sinkholes, flooding, or acts of third parties which acts are not authorized by Lessor. In such a case Lessor shall not be obligated to restore the Property to its prior condition or make any physical modifications to the Property prior to the end of the Investigation Period, and such naturally-caused damage shall not be considered a "Materially Different Condition" (as defined below). In the event that the condition of the Property at such time prior to Closing is materially different than it was at the time of the performance of the Lessee's inspections as contemplated herein (the "Materially Different Condition") so as to inhibit the use of the Land for Lessee's Intended Use or increase the cost of developing or using the Project, Lessee shall have the right to terminate this Lease by written notice to Lessor and to Escrow Agent, whereupon the Deposit shall be refunded to the Lessee, and neither Lessee nor Lessor shall have further rights or obligations hereunder. Further, if the material difference in the Land is due to Lessor's gross negligence or willful misconduct, Lessor shall reimburse Lessee for Lessee's actual out-of-pocket costs of investigation. Notwithstanding any other language in this Section 3.05, the Lessee's right to terminate this Lease under this Section 3.05 shall become effective two (2) weeks from the date that Lessee provides Lessor with written notice of the Materially Different Condition. During such two (2) week period, Lessor may attempt to cure the Materially Different Condition, and if cured, the parties shall proceed to Closing. Upon turning over possession of the Property to Lessee on the Possession Date, Lessor shall have no further liability for the condition of the Property.

3.07 Notwithstanding anything to the contrary contained herein, Lessee shall have the right to be released from its liability and obligations hereunder and to terminate this Lease prior to the Possession Date because (i) Lessee is unable to obtain the Government Approvals, (ii) changes to the plans and specifications for the Project required by any of the Authorities (including the City) render the Project economically unfeasible in the reasonable business judgment of Lessee, (iii) the Project cannot meet concurrency requirements under Section 163.3180, Florida Statutes (1997), or the costs of concurrency mitigation are, in the reasonable business judgment of Lessee, economically unfeasible, or (iv) Lessee, after good faith efforts, has been unable to obtain a full building permit for the Project pursuant to the plans and specifications submitted by it. In the event of termination of this Lease pursuant to this Section 3.07, each party shall bear its own costs and expenses incurred in connection with the Lease, Lessee shall receive back the refundable portion of its Deposit, plus interest thereon, and neither party shall have any further liability to the other.

3.08 Lessee and the City shall use good faith efforts to satisfy all of the aforesaid conditions precedent to Lessee's taking possession of the Land. It is recognized by the Parties hereto that it is not the intention of either party to encumber the Land with this Lease for an indefinite period of time during the period of attempting to satisfy the aforesaid conditions precedent and that therefore:

1. Any City review and/or approval required above shall be promptly undertaken by the City, and the period of time available to the City for such review and/or approval shall not exceed fifteen (15) Business Days from receipt by the City of such request, except for those approvals for which public hearings are conditions precedent, in which case the approval



process shall take a reasonable time. In the event that such review by the City requires additional or remedial action by the Lessee, the Lessee shall promptly undertake such additional or remedial action, but in no event shall the period of time available to the Lessee for such additional or remedial action exceed thirty (30) Business Days from receipt of the City's request; provided, however, that if such additional or remedial action cannot reasonably be cured within such 30-day period, that Lessee shall be provided such additional time as is necessary so long as Lessee shall be diligently and continuously endeavoring to complete such additional or remedial action.

2. Lessee shall proceed in a diligent manner to apply for the necessary approvals, permits, Housing Credits, and financing, and to satisfy the other conditions precedent required by this Lease.

3.09 Lessee shall be responsible for securing sufficient capital to construct the Project in such a manner as to meet its obligations under this Lease. Lessor acknowledges that Lessee's obligations hereunder are subject to Lessee's successful efforts to obtain the financing needed for the Project through application for and receipt of Housing Credits from Florida Housing Finance Corporation. Lessee shall have until December 31, 2003, to apply for and receive a firm commitment for acceptable Housing Credits sufficient to meet its obligations hereunder. In the event Lessee receives Housing Credits on or before December 31, 2003, Lessee shall make the Final Deposit within thirty (30) days of receipt of notice of same. In the event a firm commitment for such financing is not obtained by December 31, 2003, Lessee shall have the option of (a) terminating this Lease, whereupon the Deposit shall be retained by Lessor and both parties shall be released from any and all further obligations hereunder; (b) extending the Closing Date to a date not later than December 31, 2004, by payment of the non-refundable Extension Fee; or (c) proceeding to Closing notwithstanding the lack of a firm commitment for an award of Housing Credits but only so long as Lessee has obtained alternative financing sufficient to complete the Project. In the event of such extension of the Closing Date, Lessee shall again use diligent efforts to apply for and obtain a firm commitment for acceptable Housing Credits sufficient to meet its obligations under this Lease. In the event Lessee receives Housing Credits, Lessee shall make the final Deposit within five (5) days of receipt of such notice, and Closing shall occur no later than December 31, 2004. In the event a firm commitment for adequate financing is not obtained by December 31, 2004, and Lessee does not elect to proceed to Closing notwithstanding such lack of a firm commitment, this Lease shall terminate, Lessor shall be entitled to retain the entire Deposit, and both parties shall be released from any and all further obligations hereunder.

3.10 A. Lessor shall deliver possession of the Land to Lessee, and Lessee, subject to Excusable Delay, shall take possession thereof at Closing.

B. The date that the City delivers possession of the Land to Lessee in accordance with this Article, by notice in writing, shall be the "Possession Date." Lessor and Lessee agree to execute and record in the public records a Possession Date Certificate in the form of the certificate attached hereto as Exhibit D. In the event the Possession Date does not fall on the first day of the month, the Possession Date shall be adjusted to be the first day of the following month.

3.11 Notwithstanding anything herein to the contrary, prior to the Possession Date, the Lessee shall not be required to perform any of its obligations hereunder except as provided for in this Article 3 with respect to Lessee's entry upon the Land for purposes of conducting or causing the investigation and evaluation of the physical and environmental conditions at the Land, and Lessee's efforts to satisfy its conditions precedent to Closing, including Lessee's efforts to secure sufficient capital.



3.12 Lessor hereby represents and warrants to Lessee as of the Effective Date and shall reaffirm such representations and warranties as of the Closing Date as follows:

1. Lessor has full power and authority to own and lease the Land and to comply with the terms of this Lease. The execution and delivery of this Lease by Lessor and the consummation by Lessor of the transaction contemplated by this Lease are within Lessor's capacity.
2. The execution by Lessor of this Lease and the consummation by Lessor of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Lessor is a party and which affects all or any portion of the Land, (b) result in the imposition of any lien or encumbrance upon the Land under any agreement or other instrument to which Lessor is a party or by which Lessor or the Land might be bound, or (c) constitute a violation of any Legal Requirement.
3. Lessor is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Lessor is a party and which affects any portion of the Land.
4. To the best of Lessor's knowledge, Lessor and the Land are in compliance with all Legal Requirements.
5. Lessor is the owner of marketable title to the Land, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions.
6. There are no actions, suits, proceedings or investigations pending or threatened against Lessor or the Land affecting any portion of the Land, including but not limited to condemnation actions.
7. To the best of Lessor's knowledge, the Land has not in the past been used and is not presently being used for the handling, storage, transportation or disposal of Hazardous Material.
8. To the best of Lessor's knowledge, and solely as of the Effective Date, no portion of the Land is affected by any special assessments or impact fees imposed by any Authority. In the event that Lessor obtains knowledge of any such special assessments or impact fees, Lessor agrees to provide Lessee with copies of any such related documentation within five (5) days of Lessor's obtaining such knowledge. The parties acknowledge that as part of the planning, development and construction of the Project certain special assessments or impact fees will be imposed on the Land.
9. There are no parties other than Lessor in possession or with a right to possession of any portion of the Land.
10. To the best of Lessor's knowledge, there is no fact, condition or impediment which would prevent Lessee from obtaining all necessary building permits from the Authorities having jurisdiction thereof for the construction of the Project upon the Land.
11. No commitments relating to the Land have been made by Lessor to any Authority, utility company, school board or any homeowner or homeowners association or any other organization, group or individual which would impose an obligation upon Lessee or its



successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Land; and no Authority has imposed any requirement that any developer of the Land pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the development of the Land.

12. Lessor agrees, at no cost to Lessor, to cooperate fully with Lessee, if Lessor can do so in good faith, with respect to Lessee's efforts to obtain Housing Credits, Zoning Approval, and such other approvals of any platting, zoning, permits, site planning, and other licenses and approvals required by Lessee in connection with Lessee's Intended Use of the Land, and upon receipt of written request therefor Lessor agrees to promptly execute, acknowledge, and deliver such applications, dedications, grants, plats, documents, instruments, and consents as may be reasonably required to obtain approval, if Lessor can do so in good faith. However, the agreement made in this sub-section 3.12.12 is made specifically subject to the provisions of Article 28 hereof.

13. From and after the Effective Date, Lessor will refrain from (a) performing any grading, excavation, construction, or making any other change or improvement upon or about the Land; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Land other than the Permitted Exceptions; and (c) committing any waste or nuisance upon the Land.

14. Lessor will advise Lessee promptly of any change in any applicable Legal Requirement which might affect the value or use of the Land to Lessee of which Lessor obtains knowledge.

15. In addition to the obligations required to be performed hereunder by Lessor at the Closing, Lessor agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Lessee may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Land in Lessee.

16. All of the representations and warranties of the Lessor set forth in this Lease shall be true at the time of execution of this Lease, and except as otherwise noted in subsection 3.12.8, shall be deemed to be repeated as of the Closing Date, and shall be true as of the Closing Date.

17. All representations and warranties are limited by Lessor's status as a government and nothing herein shall be deemed to change or otherwise limit its governmental powers or obligations.

ARTICLE 4

RENT

4.01 On the Closing Date, Lessee shall pay to Lessor a lump sum Rent payment in the amount of \$300,000.00 in consideration of the grant of this Lease.

4.02 Commencing on the Rental Commencement Date and continuing throughout the Term, Lessee shall pay to Lessor fixed annual Base Rent in the amount of \$73,500.00 at the office of the Finance Department of the City of Tarpon Springs, or such other place as Lessor may designate, in lawful money of the United States by check (subject to collection) drawn to Lessor's

order or by wire transfer. The Base Rent shall be payable in monthly installments, each in the amount of \$6,125.00, in advance, on the tenth day of each calendar month throughout the Term, commencing on the 10th day of the month following the month in which the Rental Commencement Date occurs. If the Rental Commencement Date shall be a date other than the tenth day of the calendar month, then on the Rental Commencement Date, Lessee shall pay the Base Rent for the fractional part of the month in which the Rental Commencement Date occurs, prorated on a thirty (30) day month basis.

4.03 It is the intention hereof that the Lessor shall receive the Rent without any setoff or deduction whatsoever, free from all taxes, charges, expenses, damages and deductions of every description, and that the Lessee shall pay all items of expense and damages which, except for the execution and delivery of this Lease, would have been chargeable against the Premises and payable by Lessor. It is further the intention of the parties that any monetary charges or costs arising from the Lessee's occupancy or use of the Land or Premises shall be paid by the Lessee pursuant to this Lease shall be net, net, net to the Lessor.

4.04 Subject to the provisions of Section 4.01 above, if Lessee shall fail to pay when due any installment of Rent for a period of thirty (30) days after such installment shall have become due, Lessee shall pay interest thereon at the Interest Rate from the date when such installment shall have become due to the date of the payment thereof, and such interest shall be deemed part of the Additional Rent. The provisions of this Section 4.03 are in addition to all other remedies available to Lessor for non-payment of Rent.

4.05 Commencing with the Rental Commencement Date, Lessee shall pay Additional Rent to Lessor or directly to third parties as required pursuant to the provisions of this Lease. Such Additional Rent payments shall include, but shall not be limited to: (i) all impositions set forth in Article 5 hereunder; (ii) all other demands and obligations which Lessee herein expressly assumes or agrees to pay as and when due; and (iii) interest at the Interest Rate on such of the foregoing amounts and obligations as are payable to the Lessor and which are not paid within thirty (30) days after the due date (or, if a demand thereof is required by the terms of this Lease, within thirty (30) days after the date of said demand until payment thereof).

4.06 Notwithstanding anything herein to the contrary, to the extent a Leasehold Mortgage shall require payment to Leasehold Mortgagee of all or part of the Additional Rent, such payment to Leasehold Mortgagee by Lessee shall be deemed compliance by Lessee with this provision.

ARTICLE 5

IMPOSITIONS

5.01 All Impositions shall be paid by Lessee as Additional Rent when the same shall become due and payable (before any penalty, fine or cost may be added thereto for non-payment) to the department, officer or bureau charged with the collection thereof. Nothing herein contained shall require Lessee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, estate or profit tax, or any tax of similar nature, that is or may be imposed upon the Lessor.

5.02 In the case of assessments for local improvements or betterments which may by law be payable in installments, Lessee shall only be obligated to pay such installments as fall due during the portion of the Term beginning with the Rental Commencement Date (payments falling due in

such portion of the Term but payable thereafter shall be Lessee's obligations), together with interest on deferred payments.

5.03 Lessee shall have the right to contest or review any and all Impositions by legal proceedings or in such manner as Lessee in its reasonable opinion shall deem advisable, which proceedings or other steps taken by Lessee if instituted shall be conducted diligently at its own expense and free of expense to Lessor. No such contest shall defer or suspend Lessee's obligations to pay the Impositions provided for herein pending the contest unless by law it is necessary that such payment be paid to preserve or perfect Lessee's contest, in which case the contest shall not be undertaken without there being first deposited with Lessor (or Leasehold Mortgagee if required by the terms of a Leasehold Mortgage) a sum of money equal to the amount of the Imposition that is the subject of the contest, to be held by Lessor (or Leasehold Mortgagee if required by the terms of a Leasehold Mortgage) as an indemnity fund to pay such Imposition (i) upon conclusion of the contest; or (ii) at any time if Lessor's interest in the Premises is in jeopardy due to non-payment, together with all costs thereof that may be imposed upon Lessor or the Premises.

5.04 Upon request from Lessor, Lessee shall forward copies of all bills for Impositions, together with copies of Lessee's checks in payment thereof, promptly after payment of such Impositions by Lessee.

5.05 Any Imposition relating to a fiscal period of the taxing authority, only a part of which is within the portion of the Term, shall (whether or not such Imposition is assessed, levied or imposed, or becomes a lien or shall become payable, during such portion of the Term) be apportioned and adjusted between Lessor and Lessee so that Lessor shall be responsible with respect to that proportion of such Imposition which corresponds to the part of such fiscal period as falls outside the Term, and Lessee's responsibility shall apply to the remainder of the Imposition.

ARTICLE 6

ADJOINING LAND

6.01 Lessor holds fee title to two parcels of land adjacent to the Land: (a) one parcel to the north of the Land ("Adjoining Parcel"), and (b) the other parcel on the northwest boundary of the Land upon which is situated a communications tower ("Tower Parcel"), which parcel is legally described on Exhibit "G" attached hereto and made a part hereof (the Adjoining Parcel and the Tower Parcel, collectively, the "Adjacent Parcels"). Lessor covenants that Lessor (a) shall not create or allow to exist a nuisance on the Adjacent Parcels; (b) shall not use or allow the use of the Adjacent Parcels for any purpose which would materially and adversely affect or interfere with Lessee's Intended Use of the Land, including but not limited to the following prohibited uses and purposes: trash or refuse facility, storage or repair of vehicles owned or leased by the City or any other Authority, warehouses having a truck parking area or loading dock visible from the road, jail or any other type of detention facility, or other use with the clear likelihood of materially diminishing Lessee's ability to attract and keep tenants in the Project; and (c) shall maintain the Adjacent Parcels in a clean and slightly condition reasonably free of trash and debris. The use of the Adjacent Parcels for traditional recreational uses shall be allowed.

ARTICLE 7

CONSTRUCTION AND OWNERSHIP OF THE PROJECT

7.01 Lessee shall proceed in a diligent manner to commence and complete the design, planning, development and construction of the Project. Commencement of construction shall be indicated by the filing of a notice of commencement in the public records of Pinellas County and shall be deemed timely and diligent hereunder if Lessee commences construction within one (1) year after the Possession Date. Completion of the Project shall be indicated by the issuance of a final certificate of occupancy for the Premises and shall be deemed timely and diligent hereunder if Lessee receives such final certificate of occupancy within three (3) years after the Closing Date. Failure of Lessee to meet these deadlines shall be a material event of default hereunder, entitling Lessor to exercise its remedies.

7.02 The Project shall be constructed in good and workmanlike manner and in accordance with all requirements of local ordinances, with the rules, regulations, and requirements of all departments, boards, bureaus, officials, and authorities having jurisdiction thereof, and Lessor shall have no liability in connection with such construction. All necessary permits shall be obtained by Lessee.

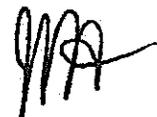
7.03 Lessee shall own the Project in fee simple as it is built "brick by brick." At all times while this Lease is in force, title to the Project shall belong solely to the Lessee. Upon the termination or expiration of this Lease, title to the Project then situated on the Land shall pass automatically to Lessor, without payment therefor, and Lessee shall have no further rights therein.

7.04 During the term of this Lease, Lessee alone shall be owner of the Project and shall be entitled to claim depreciation in the Project and all changes, additions and alterations therein, and all renewals and replacements thereof, for all taxation purposes.

7.05 At the completion of construction of the Project, Lessee shall provide to Lessor three (3) sets of "as-built" construction plans. Upon receipt of such "as-built" plans or at any earlier date mutually agreed to by the parties, Lessor shall cause the Land and the Premises to be designated as a separate tax parcel and Lessee agrees to cooperate in such efforts.

7.06 All persons are put upon notice of the fact that Lessee shall never, under any circumstances, have the power to subject the interest of Lessor in the Premises to any construction, mechanic's or materialmen's lien or liens of any kind. All persons who may hereafter, during the term of this Lease, furnish work, labor, services or materials to the Premises at the request or order of Lessee or any person claiming under, by or through Lessee, must look solely to the interest of Lessee and not to that of Lessor.

7.07 Lessee shall not permit or suffer to be filed or claimed against the Premises during the term of this Lease any lien or liens of any kind arising out of the action of the Lessee; and if any such lien be claimed or filed, the Lessee covenants to cause the Premises to be released from such claim or lien, either through the deposit into court pursuant to statute of the necessary sums of money, or in any way which is competent legally to effect the release of the Premises from the claim within thirty (30) days from the filing of such lien. Lessee hereby indemnifies Lessor from and against any fine, penalty, liability or cost arising out of the filing or claim of such a lien, including reasonable costs and attorneys' fees in connection with any proceeding to foreclose such a lien or one seeking any other remedy.



ARTICLE 8

ALTERATIONS; OWNERSHIP OF CERTAIN INSTALLATIONS

8.01 A. Lessee, after completion of the Project, may from time to time during the Term make such structural changes, alterations, additions, substitutions or improvements (collectively referred to as "Alterations") to the Project as Lessee may consider necessary and desirable to adapt or equip the Project for Lessee's use and occupancy. All such Alterations shall be done at Lessee's sole cost and expense and at such times and in such manner as Lessee may from time to time designate. The foregoing rights do not impair or modify Section 8.02, and Lessee further agrees to indemnify and hold Lessor harmless from any claims or liability arising by reason of doing the Alterations.

B. Alterations shall be performed in accordance with the following provisions:

1. All work shall be done in a good and workmanlike manner.

2. All such Alterations shall be performed in compliance with all Legal Requirements.

8.02 Lessee shall retain ownership of all trade fixtures and business equipment and furnishings from time to time installed in the Project by Lessee at its expense. Lessee may remove any of such fixtures, equipment or furnishings at any time during the Term and shall remove all thereof prior to the expiration of the Term. Any such property not removed at the expiration of the Term shall become the property of Lessor without payment to Lessee.

ARTICLE 9

USE

9.01 Subject to and in accordance with all Legal Requirements, the fire insurance rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, Lessee covenants and agrees that it shall use the Premises solely as a residential apartment complex which complies at all times with the "Housing for Older Persons" exemption under the Act, as the Act and applicable regulations may be amended from time to time, with not more than 160 one- and two-bedroom apartments plus related amenities, and for related uses. Lessee covenants that as of the Effective Date, compliance with such exemption under the Act requires that (i) 100% of the apartment units in the Project shall be intended for, and solely occupied by, persons 62 years of age or older, or (ii) 80% of the apartment units shall be occupied by, or held available for, at least one tenant that is 55 years of age or older. In addition, Lessee covenants that as of the Effective Date: (iii) in accordance with the Act, no apartment unit may be occupied by persons under the age of 18 (and Lessee covenants that its age restrictions for occupancy shall be the most restrictive allowed under the Act); and (iv) 100% of the apartment units will be occupied by, or held available for, persons with incomes no greater than 60% of the median income in the area.

9.02 The Lessee shall not use or occupy or permit the Premises or any part thereof to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part,

in a manner which would in any way (i) violate any of the covenants, agreements, provisions and conditions of this Lease, or (ii) violate any Legal Requirements, or (iii) constitute a public nuisance.

9.03 Lessee shall not violate the applicable restrictions regarding the use or occupancy of the Conservation Easement which encumbers the Land, which restrictions may include but are not limited to restrictions against degradation of the easement area, construction of improvements or encroachments thereon, and drainage across the easement area, except as permitted by applicable Authorities.

9.04 In connection with the development of the Project, Lessee anticipates that some or all of the financing of the construction and development will be provided by the syndication or sale of an allocation from the Agency of housing tax credits ("Tax Credit Financing"). The parties acknowledge that for the Project to be eligible for Tax Credit Financing, it must continuously meet certain criteria establish by federal law during a minimum of a 15-year compliance period (subject to longer periods as may be required by the governmental entity allocating tax credits, in order to successfully compete for Tax Credit Financing), including maintaining a prescribed level of apartment units for use by qualified residential tenants. The parties therefore expressly acknowledge and agree to reasonably and timely cooperate with each other in order to effectuate Tax Credit Financing and the development and construction of the Project.

ARTICLE 10

UTILITIES AND SERVICES

10.01 Lessee shall, at its sole cost and expense, arrange for the furnishing of all utilities, including electricity, water and sewer, necessary for the operation of the Project, and Lessee covenants and agrees to pay all charges therefor directly to the applicable public utility or governmental authority furnishing such service to the Premises.

10.02 Lessee shall have the right, at Lessee's cost and expense, to enter into agreements with utility companies creating easements or restrictions or use agreements in favor of such companies as are required in order to service the Land and the Premises and any improvements thereon, and Lessor covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments in order to effectuate the same, provided, however, that in Lessor's reasonable business judgment as holder of the fee interest in the Land, that such easements are commercially reasonable and do not unduly restrict use of the Land. Lessor shall be responsible for its own Attorneys' Fees and other costs incurred in Lessor's review and execution of such documents, agreements and instruments.

10.03 Except as may be agreed by the parties or by Lessee and the City, Lessor shall not be required to furnish any utilities of any nature to the Premises during the term of this Lease, Lessee hereby assuming full and sole responsibility for obtaining the supply of and payment for all utilities, operational costs and services.

ARTICLE 11

REPAIRS; COMPLIANCE WITH LAWS

11.01 The Project, both outside and inside, together with all the equipment and installations therein and the appurtenances thereto, shall be put and kept by Lessee in good order, condition, maintenance and repair, ordinary wear excepted, so as to comply with the standard described below and with applicable building codes; and Lessee shall make all repairs and replacements, ordinary, as well as extraordinary, foreseen and unforeseen, structural or otherwise, at its sole cost and expense, which may be necessary or required so that at all times the Project, and all equipment, installations and appurtenances shall comply with applicable building codes. If Lessee fails to make such repairs, restoration or replacements, the same may be made by Lessor at the expense of Lessee and such expense or reimbursement shall be collectible as part of the Additional Rent and paid by Lessee within 30 days after Lessor renders a bill for same. The standard of condition, maintenance and the necessity for and adequacy of the repairs to the Project made or required to be made hereunder shall be measured by a commercially-reasonable standard appropriate for projects of similar construction, class and location and which contain similar facilities.

11.02 Throughout the Term of this Lease, Lessee shall, at its own cost and expense, promptly and diligently observe and comply with: (a) all Legal Requirements, whether or not such compliances herewith shall require structural repairs, changes or alterations in and about the Premises, or repairs, changes or alterations incident to or as the result of any use or occupation of the Premises or interfere with the use and enjoyment of the Land or any part thereof; (b) procure, maintain and comply with all permits, licenses, franchises and other authorizations legally required for any use of the Land or any part thereof then being made and for proper erection, installation, operation and maintenance of any improvements or any part thereof; and (c) comply with any instruments of record at the time in force affecting the Land or any part thereof.

Lessee shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of the failure of Lessee to comply with this covenant.

11.03 Lessee will not do or permit or suffer any waste to or upon the Project or any part thereof.

ARTICLE 12

INDEMNITY; INSURANCE

12.01 During the Term, Lessee shall keep, save and hold harmless Lessor of and from any and all loss, damages, expenses, costs and liability for anything and everything whatsoever arising from the condition of the Premises or out of the occupancy by the Lessee or any subLessee of Lessee, and any accident, injury or damage whatsoever caused to any party in or on the Premises or the appurtenances thereof, and from any loss, damage, expenses, cost or liability, including reasonable costs and attorneys' fees, arising from any fault or negligence by Lessee or any failure on Lessee's part to comply with any of the covenants, terms and conditions herein contained, unless such injury or damage is attributable in whole or in part to the gross negligence or willful misconduct of Lessor, its agents or employees.



12.02 A. Lessee covenants and agrees that from the date hereof Lessee will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

1. Comprehensive broad form general public liability insurance in common use for commercial structures with extended coverage endorsement, naming both Lessor and Lessee as insured parties, which insurance protects Lessor and Lessee against any liability whatsoever and covering the Premises and Lessee's use thereof against claims for personal injury, death, and property damage occurring upon, in or about the Premises, such insurance to afford protection in an amount not less than that required by Leasehold Mortgagee, and to provide that the insurer shall give Lessor and Leasehold Mortgagees no less than thirty (30) days notice prior to any change, cancellation or lapse in such insurance coverage;

2. Until final completion of the Project and the obtaining of a permanent Certificate of Occupancy for the Project, builder's risk insurance, in broad form and containing such coverages and in such amounts which are not less than those required by Leasehold Mortgagees, for all work at the job site;

3. Workmen's compensation insurance covering all persons employed for such work;

4. Fire and extended coverage insurance covering the Premises, and all alterations, extensions and improvements thereto and on the Premises and replacements thereof, including all the appurtenances, whether on the Premises or extending beyond the boundaries thereof, against loss or damage by fire and the risks contemplated within the extended coverage endorsements, in an amount not less than the full actual replacement cost of the Premises and appurtenances, and sufficient to prevent Lessor or Lessee from becoming a co-insurer of any partial loss and the applicable provisions of the policies, or as otherwise required by Leasehold Mortgagees.

B. Lessor shall be deemed to have approved and accepted such forms and amounts of insurance and such insurers as a Leasehold Mortgagee may approve from time to time under the terms of a Leasehold Mortgage. Each such policy shall be issued in the names of Lessor and Lessee, their respective designees, and any other parties in interest from time to time designated in writing by Lessee. Said policies shall be for the mutual and joint benefit and protection of Lessor and Lessee and any such other parties in interest, and executed copies of each such policy of insurance or a certificate thereof shall be delivered to each of Lessor and any such other parties in interest prior to the commencement of the term of this Lease and thereafter within fifteen (15) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All such policies of insurance shall contain provisions that the company writing said policy will give to Lessor and such other parties in interest at least thirty (30) days notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance.

C. Notwithstanding anything to the contrary herein, Lessee shall not be required to maintain any insurance coverages which are generally more burdensome, or require higher levels of coverage, than those imposed by any Leasehold Mortgage.

12.03 A. Lessee expressly represents and warrants to the Lessor that (i) it has had an opportunity prior to its execution of this Lease to thoroughly inspect the Premises and obtain and fully

study the contents of any environmental reports received from Lessor or obtained by Lessee; (ii) the Premises shall not be used for the handling, storage, transportation or disposal of hazardous or toxic materials, or any asbestos-containing materials or oil or pesticides including without limitation any contaminant, pollutant, or other toxic or hazardous substance as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 U.S.C. §9601 et sec., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., Florida Statutes Chapters 376 and 403, Florida Administrative Code Title 62, or any other law, rule or regulation of any governmental authority having jurisdiction over the Premises, as such laws, rules and regulations may change from time to time (the "Environmental Laws"), or which are otherwise dangerous, hazardous, a pollutant, or a nuisance (whether public or private) or which may void or increase the rate of any insurance in force ("Hazardous Substances"); and (iii) the Lessee will not permit any Hazardous Substances to be brought, held, stored or used on the Leases Premises except in strict compliance with the Environmental Laws.

B. Lessee agrees to indemnify, defend and hold the Lessor harmless from and against any claims, losses, damages, liabilities, penalties, fines, charges, interest, judgments, including without limitation reasonable attorneys' fees through all administrative, trial and appellate proceedings and any clean-up costs, incurred by the Lessor arising out of or in connection with Lessee's handling, storage, transportation or disposal of Hazardous Substances, or any spill, discharge, release, escape or cleanup of Hazardous Substances ("Hazardous Discharge") or failure to comply with any governmental law, rule or regulation, by the Lessee or any other user or operator of the Premises. For the purposes of this indemnity, any acts or omissions by Lessee or by its employees, agents, contractors or others acting for or on behalf of Lessee including, without limitation, others using or occupying the Premises by, through or under the Lessee (whether or not they are negligent or intentional) shall be strictly attributable to Lessee. The foregoing indemnity shall survive the expiration or earlier termination of this Lease but shall not apply to Hazardous Substances (i) which may exist on the Premises prior to the Rental Commencement Date, or (ii) first introduced to the Premises following termination or expiration of this Lease and Lessee's surrender of possession to Lessor, or (iii) migrating to the Premises from adjacent lands.

C. Lessor represents in good faith that, to the best of its knowledge and belief, there are no Hazardous Substances on, in or under the Land, and Lessor covenants not to bring onto the Land or the Premises any Hazardous Substances after the Effective Date and during the Term. The foregoing covenants shall survive the expiration of earlier termination or this Lease.

ARTICLE 13

FIRE OR OTHER CASUALTY; LESSEE'S DUTY TO REPAIR; NO ABATEMENT

13.01 If the Project or any other improvement at any time on the Land shall be damaged or destroyed by any cause whatsoever during the Term of this Lease, Lessee shall, with reasonable promptness, repair and replace the same at its own expense, to at least a condition substantially similar to that existing immediately prior to the damage or destruction, and shall do so, even though the proceeds of any insurance policies covering the loss shall be insufficient to reimburse Lessee therefor but only if required by the terms of any Leasehold Mortgage; provided, however, that if the proceeds of insurance are more than sufficient to pay the cost of the rebuilding, Lessee shall be entitled to retain that surplus.

13.02 Lessee shall not be entitled to any abatement of rent, nor shall its obligations under this Lease be terminated during the Term, notwithstanding any destruction or damage to the

Premises by any cause whatsoever; provided, however, that if the Premises are substantially destroyed by fire or other casualty at any time during the last ten (10) years of the Term, then Lessee may terminate this Lease by written notice given to Lessor within sixty (60) days after the date of such destruction, and the Rent, Additional Rent and other charges under this Lease will be apportioned as of the date of destruction and, provided that Lessee clears the Land of all debris, Lessee will be discharged from responsibility to repair the damage, but all proceeds of casualty insurance covering the loss and remaining after repayment of indebtedness to all Leasehold Mortgagees shall in that circumstance belong to the Lessor.

13.03 All insurance proceeds or condemnation proceeds or other expenses for repair or restoration or Alteration work on the Premises shall be paid in escrow to the first-priority Leasehold Mortgagee and disbursed in accordance with that Leasehold Mortgagee's standard construction lending practices and the terms of the Leasehold Mortgage; or if there is no Leasehold Mortgagee, such proceeds shall be paid Lessee.

ARTICLE 14

CONDEMNATION

14.01 A. If any competent authority for any public or quasi-public use or purpose takes or condemns (hereafter "takes" or "taking") all or materially all of the Premises at any time during the term, Lessor and Lessee and all Leasehold Mortgagees shall have the absolute right to participate in the taking proceedings held by the taking authority ("Condemnor"), to present their proofs in such proceedings, and to attempt to be awarded a share in the net proceeds of any award. In the event the Condemnor does not apportion the award, then the respective rights of Lessor, Lessee and Leasehold Mortgagees in such award, and the damages upon the taking, are set forth below. "All or materially all of the Premises" shall be deemed to have been taken if the untaken portion or portions cannot be practically and economically used or converted for use by Lessee for the purpose for which the Premises were being used immediately prior to such taking. The proceeds of the taking shall be apportioned as follows:

B. First, Leasehold Mortgagees shall be entitled to receive an amount sufficient to repay all outstanding balances due on all Leasehold Mortgages.

C. Second, Lessor shall be entitled to receive, with interest thereon as allowed by the Condemnor, that portion of the award as shall represent compensation for the value of the Premises, considered as vacant and unimproved Land, ("Land Value"), plus consequential damages, if any, and costs proportionately attributable to that Land Value.

D. Third, Lessee shall be entitled to receive that portion of the award as shall represent the value of its leasehold estate, subtracting therefrom the amount paid to Leasehold Mortgagees pursuant to subsection B above, plus consequential damages, if any, and costs proportionately attributable to its leasehold interest.

E. Last, Lessor shall then be entitled to receive the entire balance of the award.

F. If the values of the respective interests of Lessor and Lessee shall be determined according to the provisions of this Article in the proceeding pursuant to which the Premises shall have been taken, the values so determined shall be conclusive upon Lessor and Lessee. If these values shall not have been thus separately determined, they shall be fixed by



agreement between the Lessor and Lessee or if they are unable to agree, then the controversy shall be resolved by arbitration under the procedure to govern in arbitration as set forth in Article 17.

14.02 If title to the all or materially all of the Premises shall be taken, this Lease shall terminate and Rent, Additional Rent, and other charges under this Lease shall be apportioned as of the date of vesting of title in such taking or proceedings.

14.03 A. In the event of a taking of less than materially all of the Premises, this Lease (except as hereinafter provided) shall nevertheless continue, but the Rent to be paid by Lessee shall thereafter be reduced by the ratio that the rental value of the portion of the Premises taken bears to the rental of the entire Premises at the time of the taking, and Lessee shall promptly restore the Premises. The award for the taking in respect to the Land shall belong to the Lessor, and the award balance shall belong to Lessee.

B. Should the partial taking (a) result in rendering the part of the Premises remaining unsuitable for the purposes for which the Project was designed, or (b) occur during the last ten (10) years of the term, then Lessee, in either event at its option, upon thirty (30) days' prior notice to Lessor given at any time within sixty (60) days after the vesting of title in the Condemnor, may terminate this Lease. Upon that termination the Rent and other charges under this Lease shall be apportioned as of the date of termination and the Lessee will be discharged from responsibility to restore the Premises. Subject to the rights of any Leasehold Mortgagee, the award shall be apportioned by the Condemnor as the parties' interests may appear.

14.04 In the event any controversy arises under Section 14.03 as to whether the remainder of the Premises are suitable for the purposes for which the Project was designed or if there be any controversy under this Article 14 as to whether there has been a taking of materially all of the Premises, the controversy shall be resolved by arbitration.

14.05 This Lease shall not be affected if the Condemnor, by the exercise of its power of eminent domain, shall take the use or occupancy of the Premises or any part thereof for a temporary period (hereafter, "temporary taking"). The Lessee shall continue to pay, in the manner and at the time specified in this Lease, the full amounts of the Rent and all Additional Rent and other charges payable by the Lessee under this Lease. Except only to the extent that the Lessee may be prevented from so doing pursuant to the terms of the order of the Condemnor, Lessee shall continue to perform and observe all its other obligations under this Lease, as though the temporary taking had not occurred. Lessee shall be entitled to receive the entire amount of any award made for the temporary taking, whether paid by way of damages, rent, or otherwise, unless the period of temporary use or occupancy shall extend to or beyond the expiration date of the Term of this Lease, in which case the award shall be apportioned between Lessor and Lessee as of the date of expiration of the Term, but Lessee shall in that circumstance receive the entire portion of the award that is attributable to physical damage to the Premises and the restoration thereof to the condition immediately prior to the taking. The Lessee covenants that, upon the termination of any temporary taking, prior to the expiration of the Term, it will, at its sole cost and expense, restore the Premises, as nearly as may be reasonably possible, to the condition in which the same was immediately prior to the temporary taking.

A. Should the City condemn the Premises or any portion thereof within the first fifteen (15) years following issuance of all certificates of occupancy for the Premises, it is expressly agreed by Lessor that full compensation to Lessee shall include any and all penalties (including so-

called "tax credit recapture payments"), taxes (including penalties and interest thereon), and other monies payable to or on behalf of Lessee's partners in the Premises.

B. The provisions of this Section regarding Lessee's compensation shall not be applicable to any proceeding other than a Taking by the City within the first fifteen (15) years following issuance of all certificates of occupancy for the Premises. The costs referred to in clause (2) above include but are not limited to legal fees; architectural, engineering, surveying, planning, and other consulting fees; accounting fees; brokerage fees in connection with leasing and financing; other financing costs; costs of infrastructure such as water, sewer, other utilities and road, drainage and other land improvements; a reasonable and fairly allocable share of Lessee's overhead costs related to the portion of the Premises that is taken; and interest from the date such costs were expended to the date of compensation at the prime rate from time to time in effect of Bank of Wachovia Bank, National Association, or its successor.

C. Lessor agrees that the City shall not condemn the Premises or any portion thereof except (i) in the event it is necessary for public health and safety, (ii) in good faith, (iii) when no other property is reasonably suitable for the public use the Lessor needs, and (iv) for a purpose other than either leasing or selling the condemned property to another person or entity engaging in Lessee's or any Sublessee's business of leasing office, commercial or residential space (or a combination of such uses). If there is a taking by Lessor of a portion of the Premises, Lessor shall not use the property it so acquires for any use detrimental to Lessee's remaining property, which prohibited uses include but are not limited to a trash transfer station, train repair or storage, bus storage or repair, warehouse having a truck parking area or loading dock visible from the road, jail or other use with the likelihood of diminishing Lessee's use and enjoyment of the remainder of the Premises. Lessor shall consult with and coordinate design of any improvements upon the land referred to in this paragraph with Lessee, so as to maintain architectural compatibility with the balance of the improvements located on the Premises, and so as to coordinate traffic.

ARTICLE 15

DEFAULT

15.01 Lessor shall be entitled to avail itself of the remedies hereinafter set forth, in each and every case, if any one or more of the following events (herein called "Event of Default") shall occur:

(i) If Lessee shall fail to pay any part of the Rent, or any other sum herein stipulated and agreed to be paid or any installment thereof, within thirty (30) days after the same shall be due and payable, and such failure to pay continues for a period of thirty (30) days after notice thereof from Lessor in writing ("Default Notice"); or

(ii) If Lessee materially fails in the observance or performance of any of its other material covenants, agreements, terms or conditions provided for in this Lease on Lessee's part to be observed or performed (whether or not particularly specified elsewhere herein as a default) and shall allow such material failure to continue for a period of ninety (90) days after receipt of a Default Notice thereof by or on behalf of Lessor; provided, however, that if such failure is incapable of practicably being cured with diligence within such ninety (90) day period and if Lessee shall proceed promptly to cure the same and thereafter shall prosecute such curing with diligence, then the time period within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence.

15.02 If any Event of Default occurs, then and in each such case, Lessor may treat the occurrence of such Event of Default as a breach of this Lease, and Lessor may give notice at any time thereafter (but prior to the curing of such Events of Default) to Lessee specifying such Event(s) of Default and stating that this Lease and the Term shall expire and terminate on the date specified in the notice, which date shall be at least thirty (30) days after the giving of such notice ("Termination Notice"), and on the date specified in the Termination Notice the Lease and the Term thereof shall expire and terminate, and all rights of Lessee under the Lease shall expire and terminate, and Lessor may:

(i) declare all past-due installments of Rent to be due and payable immediately; or

(ii) re-enter and take possession of the Premises and exclude Lessee from possession; or

(iii) declare all sums due from Lessee under the Lease to be immediately due and payable, and may re-take possession of and re-let the Premises and apply sums received from such re-letting to amounts owed by Lessee.

15.03 If either Lessor or Lessee shall default in the performance of any covenant on its part to be performed by virtue of any provision in this Lease, and if in connection with the enforcement of the non-defaulting party's rights or remedies such non-defaulting party shall properly and reasonably incur fees and expenses for services rendered (including reasonable attorneys' fees), then such fees and expenses shall, if said non-defaulting party shall prevail in litigation, be immediately reimbursed by the defaulting party on demand.

15.04 No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Lease now or hereafter under law of in equity or by statute. No delay or omission to exercise any right or power accruing upon any Lessee default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 16

LESSOR'S RIGHT TO CURE LESSEE'S DEFAULTS

16.01 Should Lessee fail to perform any of the covenants or terms of this Lease on its part to be performed within ninety (90) days after the giving of written notice to Lessee (but in any event, regardless of such notice or the lack thereof, promptly (i) before the accrual of any penalty as provided by law; or (ii) in an emergency), Lessor may (but is not obligated to) perform the same and add any such reasonable sum or sums paid or expended in such performance to any Rent then due or thereafter falling due with like effect as if an original part of such installment, and such sum or sums, together with interest thereon at the maximum legal rate for individuals from the date upon which the expense shall have been incurred, shall be and become Additional Rent.

ARTICLE 17



WAIVER OF JURY TRIAL; ARBITRATION

17.01 Lessor and Lessee, to the extent allowed by law, hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, any claim of injury or damage, or any emergency statutory or any other statutory remedy.

17.02 If a dispute shall arise with respect to the matters herein, such matters shall be arbitrated in the following manner: Lessor and Lessee shall each, within five days thereafter, select an arbitrator who shall be a disinterested person, with reasonable knowledge and experience relative to the subject to be arbitrated. The two arbitrators thus selected shall select a third arbitrator, likewise be a disinterested person having knowledge and experience relative to the subject to be arbitrated. The three arbitrators shall meet promptly and, by a majority vote, determine the matter subject to arbitration, and whether Lessor, Lessee or both shall pay the expenses of the arbitration, which determination shall be binding upon Lessor and Lessee. All selections and determinations shall be given promptly by written notice. The said arbitration's and determinations shall be conducted in Pinellas County, Florida, in accordance with the applicable provisions of the Uniform Arbitration Act of the State of Florida.

17.03 In each case specified in this Lease in which resort to arbitration shall be required, the decision and award of the arbitrators shall be in writing, shall be final and conclusive on the parties, and counterpart copies thereof shall be delivered to each of the parties. In rendering such decision and awards, the arbitrators shall not add to, subtract from or otherwise modify the provisions of this Lease. Judgment may be had on the decision and award of the arbitrators so rendered in any court of competent jurisdiction.

ARTICLE 18

NOTICES

18.01 To have any validity, notices by either party to the other must be in writing and must be sent by registered or certified mail return receipt requested, postage prepaid, addressed to Lessor or Lessee at their respective addresses hereinabove set forth, or to such other address as either party shall hereafter designate by notice as aforesaid with copies to Lessor's legal counsel: John Hubbard, Esq., 595 Main Street, Dunedin, Florida 34698; and to Lessee's legal counsel: Brian J. McDonough, Esq., 150 W. Flagler Street, Suite 2200, Miami, FL 33130. All notices properly addressed shall be deemed served three (3) days after the date of mailing, except that notice of change of address and Default Notices shall not be deemed served until received by the addressee. Notices signed by the attorneys for the parties shall be deemed sufficient within the meaning of this Section without the signatures of the parties themselves.

ARTICLE 19

BROKERAGE REPRESENTATION

19.01 Each of Lessor and Lessee represents and warrants to the other that it has had no dealings or negotiations with any broker or agent in connection with this transaction, and each party hereby indemnifies and holds the other party harmless of and from any claims, actions, damages,



costs and expenses (including reasonable attorneys' fees) and liability whatsoever that may arise from any claim for brokerage or commission or finder's fee by any person, firm or corporation, which claim is based upon the foregoing parties or entities having dealt with either of Lessor or Lessee in connection with the Premises of this Lease.

19.02 Lessor represents that it has the right and capacity to enter into this Lease. Lessor covenants and agrees that upon Lessee's paying the Rent and performing and observing all of the Lessee's Lease obligations, Lessee may peaceably and quietly have, hold and enjoy the Premises for the Term, without hindrance or molestation by anyone claiming paramount title or claims through Lessor, subject, however, to the covenants, agreements, terms and conditions and other obligations of this Lease and any holder of rights under any Permitted Encumbrances.

ARTICLE 20

LIENS; ASSIGNMENT; SUBLETTING

20.01 Lessee will not directly or indirectly create or permit to be created and/or to remain a lien upon the Land any lien or other encumbrance except those liens expressly permitted by this Lease and the Leasehold Mortgages. In the event a lien has been created by or permitted by Lessee in violation of this provision, Lessee will immediately bond off or otherwise discharge of record any such mortgage, lien, security interest, encumbrance, charge on, pledge of or conditional sale or other title retention agreement with respect to the Land or any part thereof. All costs and expenses incurred by Lessor in connection with foreclosure of any such lien which violates this provisions, including costs and reasonable attorneys' fees, shall constitute Additional Rent due and payable in accordance with Section 4 hereof.

20.02 Lessee may assign this Lease only in its entirety (not in part) and without the prior written consent of Lessor, provided that at all times the Project shall be managed by an entity with a demonstrated managerial and operational capacity for managing and operating rental projects similar to the Project. Any such assignment shall be subject to all the covenants, conditions, agreements and terms of this Lease. Lessee covenants and agrees that notwithstanding any such assignment, except as otherwise set forth herein, prior to completion of construction of the Project, Lessee shall and will remain fully and primarily liable for the payment of Rent due and to become due hereunder and for the performance of all the covenants, conditions, agreements and terms contained in this Lease on the part of Lessee to be performed.

20.03 No assignment of all of Lessee's interest under this Lease shall be valid unless in writing and the following has occurred:

A. Lessee shall have given written notice to Lessor, which notice shall contain the following information: (i) the name and address of proposed Assignee; (ii) the nature of the transaction; (iii) copies of all proposed assignment documents; (iv) a summary of the proposed assignee's prior experience in managing and operating real estate developments similar to the Project, including information establishing that the proposed assignee or its partners, shareholders, members or affiliates has a business reputation for integrity and reliability, has a demonstrated managerial and operational capacity for real estate projects similar to the Project, has financial depth, and is of good character; and (v) such other information that Lessor reasonably requests. Lessor shall request such additional information within ten (10) Business Days after receipt of Lessee's initial information. Lessor shall, within sixty (60) days of its receipt of such information, advise Lessee if it shall consent to same. If Lessor shall not consent to a proposed transfer of the



Project, Lessor shall state with specificity all of its reasons for such disapproval in its notice to Lessee withholding its consent and give Lessee an opportunity to respond.

B. Such assignment shall: (i) be in recordable form; (ii) contain a covenant of assumption by the assignee reasonably acceptable to Lessor; (iii) require assignee to abide by all Legal Requirements.

C. A counterpart thereof is delivered to Lessor prior to the effective date thereof. After an assignment of the Lease and Premises, the assignee and Lessor may thereafter modify, amend or change the Lease but only so long as (a) Lessee has been released from all rights and obligations under the Lease pertaining to the Premises subject to the assignment between Lessee and its assignee; and (b) they do not diminish or abrogate the rights of Lessee (or anyone claiming through Lessee) as to any other part of the Premises.

D. Notwithstanding the above, no consent shall be required for an assignment that occurs as a result of foreclosure or assignment in lieu of foreclosure.

20.04 Lessee shall obtain written consent of Lessor both as to the proposed assignment of all of Lessee's interest under this Lease and the proposed assignee if, but only if, it wishes to be released from liability as Lessee under this Lease prior to completion of construction of the Project. Any request to Lessor for such release from liability shall be in writing and shall be accompanied by the information required in subsection 20.03.A above. Lessor shall not unreasonably withhold or delay such consent to release from liability hereunder. If Lessor consents to such assignee, the original Lessee (or then applicable assignor) shall be released of all obligations under this Lease accruing after the effective date of such assignment.

20.05 Lessee may sublet individual apartments in the Project without the prior written consent of Lessor.

20.06 In the event Lessee assigns its interest in the Lease to a not-for-profit entity, or to an entity which changes the nature of the Premises so that it becomes exempt from payment of ad valorem taxes, such an assignment shall not be valid unless at the time of the transfer to the not-for-profit entity, or at the time the nature of the Premises changes so as to become tax-exempt, Lessee's assignee pays to the City the amounts which would otherwise be payable in ad valorem taxes during the remainder of the Term if the Premises remained on the tax rolls of Pinellas County.

20.07 Lessee agrees that it will not change the nature of its legal entity or the nature of the Premises so that Lessee or the Property becomes exempt from payment of ad valorem taxes.

ARTICLE 21

ACCESS TO PREMISES

21.01 Upon reasonable notice to and consent from Lessee, and so long as there is no interference with the normal operation and business of the Project caused by such entry onto the Premises, Lessor shall have the right to enter the public areas of the Premises at reasonable times during business hours of Lessee. In the event Lessee has been declared to be in default pursuant to Article 15 hereof, or during a period that is within ninety (90) days of the expiration of the Lease, Lessor may at reasonable times during business hours enter upon the Premises, or any part thereof,

for the purpose of ascertaining the condition of the Premises or whether Lessee is observing and performing the obligations assumed by it under this Lease. Lessor shall also have the right to enter upon the Premises for the purpose of making any necessary repairs and performing any work that may be necessary by reason of Lessee's failure to make any such repairs or perform any such work, but only if such repairs or work are necessary to bring the Project into compliance with applicable building codes. The above-mentioned rights of entry shall be exercisable upon request made on reasonable advance notice to Lessee (except that no notice shall be required in the event of an emergency) or an authorized employee of Lessee at the Premises, which notice may be given orally. Lessor shall not, however, have any obligation to make such repairs or perform such work. In no event, however, shall Lessor have access to the interior of any individual apartment located at the Premises without the express consent of the sublessee of such apartment.

ARTICLE 22

NO SUBORDINATION

22.01 This Lease shall not be subject and subordinate to any mortgage which may now or hereafter affect Lessor's fee interest in the Premises or any renewals, modifications, consolidations, replacements and extensions of any such mortgage ("Fee Mortgage").

ARTICLE 23

NO WAIVER BY LESSOR

23.01 No receipt of moneys by Lessor from Lessee after the termination or cancellation of this Lease in any lawful manner shall, except as otherwise set forth herein, (a) reinstate, continue or extend the Term of this Lease; (b) affect any notice theretofore given to Lessee; (c) operate as a waiver of the rights of Lessor to enforce the payment of any Rent then due or thereafter falling due; or (d) operate as a waiver of the right of Lessor to recover possession of the Premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate or cancel this Lease, or after the commencement of suit, action or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Premises, Lessor may demand, receive and collect any moneys due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action, order or judgment; and any and all such moneys collected shall be deemed to be payments on account of the use and occupation of Lessee's liability hereunder.

23.02 The failure of Lessor to insist in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by Lessor of the Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.



ARTICLE 24

SURRENDER OF PREMISES

24.01 On the last day or earlier termination of the Term of this Lease, Lessee shall quit and surrender the Premises, together with all Alterations. If the Premises are not surrendered as and when required by this Lease, Lessee shall indemnify Lessor against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of Lessor after the termination of the Term shall be construed to be a tenancy from month-to-month upon the same terms and conditions as provided in this Lease, to the extent applicable. Lessee's obligations under this Article shall survive the expiration or earlier termination of the Term of this Lease.

24.02 No modification, termination or surrender to Lessor of this Lease or surrender of the Land or any part thereof, or of any interest therein by Lessee, other than as set forth in Section 24.01 above, shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by any representative or agent of Lessor, other than such a written agreement and acceptance by Lessor, shall constitute an acceptance thereof.

24.03 It is the intent of the parties that the Project and all interests therein shall become the sole and exclusive property of Lessor upon termination of this Lease, free of any debt, lien or encumbrance except such easements and other agreements previously agreed to by Lessor. There shall be no disposal of or conveyance of any portion of the Project during the term of this Lease, except in the normal course of business. All provisions of this Lease relative to such issues shall be interpreted in accordance with this expression of the understanding of the parties and shall be liberally construed. At the termination of this Lease, Lessee shall convey title to the Premises by quitclaim deed, bill of sale, or other appropriate legal conveyance reasonably acceptable to Lessor, and shall provide, at Lessee's cost, an owner's policy of title insurance in the amount of the fair market value of the Premises at the time of conveyance, written on a title insurance company reasonably acceptable to the City, promptly and without demand therefore, and shall pay all costs for the recording of such conveyance.

ARTICLE 25

MISCELLANEOUS

25.01 Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The Article headings used herein are for reference and convenience only and shall not be used to construe. Each and every term and provision of this Lease which requires any performance (whether affirmative or negative) by Lessee shall be deemed to be both a covenant and a condition.

25.02 The covenants and agreements contained in this Lease inure to the benefit of and are binding upon the parties hereto, their successors and assigns, but this Article does not modify the provisions of Article 20.

25.03 This Lease and its Exhibits contain the entire agreement between the parties, and any agreement hereafter made shall not operate to change, modify, or discharge this Lease in whole

or in part unless such agreement is in writing and signed by the party sought to be charged therewith.

25.04 If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

25.05 Nothing in this Lease shall create any legal relationship between Lessor and Lessee other than a landlord/tenant relationship. Under no circumstances is this Lease to bring into being a partnership, joint venture or any other legal relationship between the parties other than as is specifically identified herein. Under no circumstances will the Lessor exercise any operational control, authority or responsibility relative to the Project which is not specifically provided for herein, and nothing in this Lease shall be interpreted to be for the benefit of a third party or create a beneficial interest in any person or entity not a party hereto.

ARTICLE 26

NO MERGER OF TITLE

26.01 There shall be no merger of the Premises created by this Lease with the fee estate in the Land by reason of the fact that the same person may own or hold (a) the Premises created by this Lease or any interest in such Premises; and (b) the fee estate in the Land or any interest in such fee estate, and no such merger shall occur unless and until all persons, including any mortgagee having any interest in (i) the Premises created by this Lease, or (ii) the fee estate in the Land, shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE 27

LEASEHOLD MORTGAGE

27.01 Without Lessor's prior consent, Lessee shall have the right from time to time during the Term to mortgage, collaterally assign, or otherwise encumber in favor of one or more Institutional Lenders Lessee's leasehold estate and interest in the Premises ("Leasehold Interest") under one or more Leasehold Mortgages, and to assign this Lease, Lessee's personalty located on the Premises, its subleases and issues, rents and profits therefrom, as security for such Leasehold Mortgage(s). For this purpose, mortgages securing separate construction and take-out loans for the same work of improvement shall be considered one Leasehold Mortgage.

27.02 A. 1. If Lessee shall mortgage its Leasehold Interest to an Institutional Lender, and if the holder of such Leasehold Mortgage shall provide Lessor with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Mortgagee, Lessor and Lessee agree that, following receipt of such notice by Lessor, the provisions of this Article 27 shall apply in respect to such Leasehold Mortgage.

2. If the Investor Limited Partner shall provide Lessor with notice of its status as investor limited partner in Lessee's limited partnership entity, together with the name and address of such Investor Limited Partner, the provisions of this Article 27 shall apply in respect to



such Investor Limited Partner to the same extent as it applies to a Leasehold Mortgagee, and all references to "Leasehold Mortgage" shall be deemed to include the Investor Limited Partner.

3. In the event of any assignment of a Leasehold Mortgage or in the event of change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to Lessor.

B. After Lessor has received the notice provided for by subsection A above, the Lessee, upon being requested to do so by Lessor, shall with reasonable promptness provide Lessor with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage and of each amendment or other modification or supplement to such instruments.

27.03 No cancellation, surrender or modification of this Lease shall be effective as to any Leasehold Mortgage unless consented to in writing by such Leasehold Mortgagee.

27.04 Lessee shall use its best efforts to cause to be included in such Leasehold Mortgage(s) a provision requiring each Leasehold Mortgagee, in the event Leasehold Mortgagee declares a loan default and accelerates all sums due under the Leasehold Mortgage, to give notice to Lessor of Lessee's default and acceleration under its Leasehold Mortgage.

27.05 Lessor, upon providing Lessee any notice of: (i) default under this Lease; (ii) a termination of this Lease; or (iii) a matter on which Lessor may predicate or claim a default, shall at the same time provide a copy of such notice each Leasehold Mortgagee. No such notice by Lessor to Lessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to the Leasehold Mortgagee. From and after such notice has been given to the Leasehold Mortgagee, the Leasehold Mortgagee shall have the same period of time, after the giving of such notice upon it, for remedying any acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Lessee after the giving of such notice to Lessee, plus in each instance, the additional periods of time specified in this Lease to remedy, commence remedying or cause to be remedied the acts or omissions which are specified in any such notice. Lessor shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Lessee. Lessee authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

27.06 A. Notwithstanding anything to the contrary contained in this Lease, if any default shall occur which entitles Lessor to terminate this Lease, Lessor shall have no right to terminate this Lease unless, following the expiration of the period of time given Lessee to cure the act or omission which gave rise to such default, Lessor shall notify the Leasehold Mortgagee of Lessor's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination, if such default is capable of being cured by the payment of money, and at least forty-five (45) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money (such notice a "Termination Notice"). The provisions below shall apply if, during such 30 or 45 day Termination Notice period, any Leasehold Mortgagee shall:

1. Notify Lessor of such Leasehold Mortgagee's desire to nullify such notice;



2. Pay or cause to be paid all Rent and other payments then due and in arrears as specified in the Termination Notice to such Leasehold Mortgagee and which may become due during such period; or

3. Comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee, that such Leasehold Mortgagee shall not be required during such 45-day period to cure or commence to cure any default consisting of Lessee's failure to satisfy and discharge any lien, charge or encumbrance against the Lessee's interest in this Lease or the Premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee.

B. Any notice to be given by Lessor to the Leasehold Mortgagee pursuant to any provision of this section shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in Section 27.02 A(1) unless notice of a change of Mortgage ownership has been given to Lessor pursuant to Subsection 27.02 A(2).

27.07 A. If Lessor shall elect to terminate this Lease by reason of any default of Lessee, and a Leasehold Mortgagee shall have proceeded in the manner provided for by 27.06, the specified date for the termination of this Lease as fixed by Lessor in its Termination Notice shall be extended for a period of six (6) months, provided that such Leasehold Mortgagee shall, during such six (6) month period:

1. Pay or cause to be paid the Rent and other monetary obligations of Lessee under this Lease as the same become due, and continue its good faith efforts to perform all of Lessee's other obligations under this Lease, excepting past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee.

2. If not enjoined or stayed, take steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

B. If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 27.07 A, this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in Section 27.07, however, shall be construed to extend this Lease beyond the original term thereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease.

C. If a Leasehold Mortgagee is complying with Subsection 27.07A, upon the acquisition of Lessee's Leasehold Interest herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease.



D. For the purposes of this Article 27, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the Leasehold Interest hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee of this Lease or of the Leasehold Interest hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Lessee to be performed hereunder; however, the purchaser at any sale of this Lease and of the Leasehold Interest hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee within the meaning of this Article 27, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Lessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Interest. If the Leasehold Mortgagee or its designee shall become holder of the Leasehold Interest and if the Project and other improvements on the Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the Project or other improvements only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the Project or other improvements to the extent required by Article 12, and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the Project or other improvements to the extent required by Article 12, such failure shall constitute an event of default under this Lease.

E. Any Leasehold Mortgagee or other acquirer of the Leasehold Interest of Lessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Lessee's Leasehold Interest, without further consent of Lessor, sell and assign the Leasehold Interest on such terms and to such persons and organizations as are acceptable to such Mortgagee or acquirer and thereafter be relieved of all obligations under this Lease; provided Lessor has approved such assignee, which approval shall not be unreasonably withheld, and such assignee has delivered to Lessor its written agreement to be bound by all of the provisions of this Lease.

F. Notwithstanding any other provisions of this Lease to the contrary, any sale of this Lease and of the Leasehold Interest hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the Leasehold Interest hereby created in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Lease and of the Leasehold Interest hereby created.

27.08 Nothing herein contained shall require any Leasehold Mortgagee or its designee, as a condition to its exercise of right hereunder, to cure any default of Lessee not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, or a subsequent owner of the Leasehold Estate through foreclosure, in order to comply with the provisions of Sections 27.06 and 27.07.

27.09 Lessee's share of the proceeds arising from an exercise of the power of eminent domain as provided by Article 14 of this Lease shall, subject to the provisions of such Article 14, be disposed of as provided for by any Leasehold Mortgage.

27.10 Lessor shall give each Leasehold Mortgagee prompt notice of any arbitration or legal proceedings between Lessor and Lessee involving obligations under this Lease. Each Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings to the extent provided in the Leasehold Mortgage, and the parties hereto do hereby

consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Lessor shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on the Leasehold Mortgagee. In the event Lessee shall fail to appoint an arbitrator after notice from Lessor, as provided in Section 17.02 hereof, the Leasehold Mortgagee shall have an additional period of 30 days to make such appointment after notice by Lessor that Lessee has failed to appoint such arbitrator, and the arbitrator so appointed shall thereupon be recognized in all respects as if he had been appointed by Lessee.

27.11 So long as any Leasehold Mortgage is in existence, unless the Leasehold Mortgagee otherwise expressly consents in writing, the fee title to the Premises and the Leasehold Estate of Lessee therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Lessor or by Lessee or by a third party, by purchase or otherwise.

27.12 Lessor shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of Lessee's Leasehold interest or permitted subletting by Lessee), within ten (10) days after receipt of a written request and a proposed form of certificate from Lessee or Leasehold Mortgagee to do so, certify by written certificate duly executed and acknowledged to any Leasehold Mortgagee or purchaser, or proposed Leasehold Mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Lease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Lease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any offsets, counterclaims or defenses hereto on the part of the Lessee; (v) as to the commencement and expiration dates of the term of this Lease; and (vi) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Lessee and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Lessor.

27.13 Notices from Lessor to the Leasehold Mortgagee shall be mailed to the address furnished Lessor pursuant to Section 27.02, and those from the Leasehold Mortgagee to Lessor shall be mailed to the address designated pursuant to the provisions of Article 18 hereof. Such notices, demands and requests shall be given in the manner described in Article 18 and shall in all respects be governed by the provisions of that section.

27.14 In case of the termination of this Lease by reason of the happening of any Event of Default or of bankruptcy or insolvency of Lessee, Lessor shall give prompt notice thereof to each Leasehold Mortgagee who has made the request referred to in Section 27.02. Lessor shall, on written request of such Leasehold Mortgagee, made at any time within 45 days after the giving of such notice by Lessor, enter into a new lease of the Property with such Leasehold Mortgagee, or its designee, within 20 days after receipt of such request, which new lease shall be effective as of the date of such termination of this Lease for the remainder of the term of this Lease, at the same Rent and Additional Rent and upon the same terms, covenants, conditions and agreements as are herein contained; provided that the Leasehold Mortgagee shall (a) contemporaneously with the delivery of such request pay to Lessor the Rent and Additional Rent which Lessor has specified as due in any notice to such Leasehold Mortgagee; (b) pay to Lessor at the time of the execution and delivery of such new lease any and all Rent and Additional Rent which would have been due hereunder from the date of termination of this Lease (had this Lease not been terminated) to and including the date



of the execution and delivery of such new lease, together with all expenses, including reasonable attorneys fees, incurred by Lessor in connection with the termination of this Lease and with the execution and delivery of such new lease, less the net amount of all sums received by Lessor from any occupants of any part or parts of the Property up to the date of commencement of such new lease; and (c) on or prior to the execution and delivery of such new lease, agree in writing that promptly following the delivery of such new lease, such Leasehold Mortgagee or its designee will perform or cause to be performed all of the other covenants and agreements herein contained on Lessee's part to be performed to the extent that Lessee shall have failed to perform the same to the date of delivery of such new lease. Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Property to such Leasehold Mortgagee or its designee unless Lessor at the time of the execution and delivery of such new lease shall have obtained physical possession thereof.

27.15 If any Proposed Leasehold Mortgagee of Lessee reasonably requires a modification of the Lease, Lessor will agree to the modification provided: (i) Rent, Additional Rent, any revalued rent, and other amounts required to be paid under the Lease, and the time and manner of payment will not be changed; (ii) the Term will not be changed; (iii) the limitations on use of the Premises contained in the Lease will not be changed; (iv) Lessee's obligations under the Lease will not be reduced and Lessor's obligations to Lessee will not be increased; (v) no modification will materially or adversely change the rights and obligations of Lessor and Lessee under the Lease. Upon agreement by the parties, the parties shall execute an amendment to the Lease evidencing modifications required and permitted under this Section within a reasonable time after receipt of a written request.

ARTICLE 28

CITY'S SOVEREIGN RIGHTS

28.07 A. It is expressly understood that notwithstanding any provision of this Lease and the City's status as Lessor hereunder: (i) City retains all of its sovereign prerogatives and rights as a municipality under Florida laws (but not in regard to its status as Lessor and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future Legal Requirements of whatever nature applicable to the design, construction and development of the Project improvements provided for in this Lease; and (ii) City shall not by virtue of this Lease be obligated to grant Lessee, the Premises or the Project any approvals of applications for building, zoning, planning or development under present or future Legal Requirements of whatever nature applicable to the design, construction and development of the Project improvements provided for in this Lease.

B. Conversely, City approval of any plans pursuant to Articles 3 and 7 shall not relieve Lessee of its obligations under law to file such plans with any department of the City or any other governmental authority having jurisdiction over the issuance of Governmental Approvals and to take such steps as are necessary to obtain issuance of such Governmental Approvals. Lessor agrees to cooperate with Lessee in connection with the obtaining of such approvals and Governmental Approvals. Lessee acknowledges that any approval given by City, in its role as Lessor and not as the issuer of any Governmental Approvals, shall not constitute an opinion or agreement by City that the plans are structurally sufficient or in compliance with any Legal Requirements, codes or other applicable regulations, and no such approval shall impose any liability upon City. Lessee shall include a provision in each Leasehold Mortgage which will vest City with all



right, title and interest in the construction plans and specifications for the portion of the Project financed thereby, should an Event of Default occur, and the affected Leasehold Mortgagee does not elect to construct and complete the Project or pertinent portion thereof.

SIGNATURES APPEAR ON FOLLOWING PAGE

A handwritten signature in black ink, consisting of several stylized, overlapping loops and a long horizontal stroke extending to the right.

IN WITNESS WHEREOF, the parties hereto have executed these premises as of the day and year first above written.

Witnesses as to Mayor:

Barbara J. Cole
Barbara J. Cole
Print Name

[Signature]
CHARLES L. ATTARDO
Print Name

Witnesses as to City Manager:

Barbara J. Cole
Barbara J. Cole
Print Name

[Signature]
CHARLES L. ATTARDO
Print Name

CITY OF TARPON SPRINGS, FLORIDA

By: Frank D. Donato
Name: FRANK D. DONATO
Title: Mayor

By: Ellen S. Posnanski
Name: ELLEN S. POSNANSKI
Title: City Manager

Attest:

By: K. Michele Manousos
Name: K. Michele Manousos
Title: City Clerk Deputy City Clerk

Approved as to Form:

By: [Signature]
Name: JAMES S. HUBBARD
Title: City Attorney

[Handwritten initials]

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3rd day of April, 2003, by L. Frank DiDonato, as Mayor of the City of Tarpon Springs, Florida, on behalf of the City.

Personally Known Produced Drivers License Produced: _____

Katherine M. Manousos
Print or Stamp Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____



STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3rd day of April, 2003 by ETEN S. POSIVAIN, as City Manager of the City of Tarpon Springs, Florida, on behalf of the City.

Personally Known Produced Drivers License Produced: _____

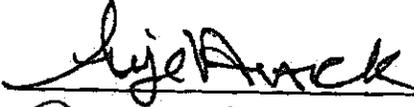
Katherine M. Manousos
Print or Stamp Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____

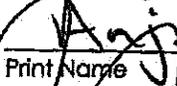


Notarizations continued on following page.

[Handwritten signature]

Witnesses as to Savannah Cove Limited Partnership:




Anje HARK
Print Name



JUANN KENDRICK
Print Name

SAVANNAH COVE LIMITED PARTNERSHIP, a Florida limited partnership

By: GHG SAVANNAH COVE LLC, a Florida limited liability company, as General Partner

By: The Gatehouse Group, Inc., a Massachusetts corporation, as Manager

By: 
Name: Michael Spetko
Title: Vice President

Notarizations appear on following page.

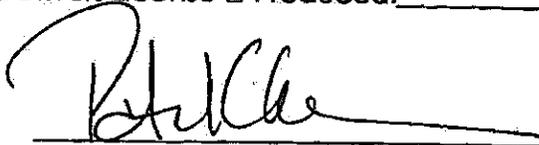
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STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI -DADE)

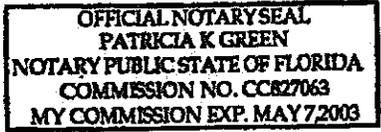
The foregoing instrument was acknowledged before me this 2 day of April, 2003, by Michael Spetko, as vice president of The Gatehouse Group, Inc., a Massachusetts corporation, as Manager of GHG Savannah Cove LLC, a Florida limited liability company, as General Partner of Savannah Cove Limited Partnership, a Florida limited partnership, on behalf of the corporation and the company and as an act of the partnership.

Personally Known Produced Drivers License Produced: _____



Print or Stamp Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____

G:\W-PGW\34877\049\Ground-Lease-new-v5.doc



~~10~~ 39



EXHIBITS

§ 1. __	Exhibit "A"	Legal Description of Land
§. __	Exhibit "B"	INTENTIONALLY OMITTED
§. __	Exhibit "C"	INTENTIONALLY OMITTED
§. __	Exhibit "D"	Possession Date Certificate
§. __	Exhibit "E"	INTENTIONALLY OMITTED
§. __	Exhibit "F"	INTENTIONALLY OMITTED
§. __	Exhibit "G"	Legal Description of Tower Parcel



EXHIBIT "A"

PINELLAS COUNTY FLA.
OFF REC BK 12731 PG 43

GROUND LEASE PARCEL

LEGAL DESCRIPTION: TRACT 'A'

"A Tract of land lying within Section 13, Township 27 South, Range 15 East, Pinellas County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said section for a Point of Reference; thence N89°43'09"E along the South line of said section for 319.34 feet to the POINT OF BEGINNING; thence N03°18'21"W, for 666.43 feet; thence S89°43'38"W, for 342.33 feet to a point of the Southeasterly right-of-way line of The Pinellas Trail (D.O.T. Right-Of-Way of 120 feet); thence N13°44'59"E along said line, for 342.43 feet; thence leaving said line N89°41'34"E, for 1217.39 feet; thence S02°18'07"E, for 685.97 feet; thence S89°44'11"W, for 642.61 feet; thence S02°59'10"E, for 333.33 feet; thence S89°43'09"W, for 319.52 feet; to the POINT OF BEGINNING and containing 19.49 acres, more or Less."

Subject to a Conservation Easement as follows:

Legal Description: Conservation Easement

A tract of land lying within Section 13, Township 27 South, Range 15 East, Pinellas County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 13; thence S89°43'09"W, along the South line of said Section 13, for 1277.48 feet to the Southwest corner of the plat of Oakleaf Cluster Homes, as recorded in Plat Book 93, on pages 32 through 33 of the Public Records of Pinellas County, Florida; thence N02°18'07"W, along the West boundary line of said plat, for 468.15 feet to the POINT OF BEGINNING; thence leaving said line N75°58'27"W, for 121.79 feet; thence N09°33'23"E, for 52.52 feet; thence N58°12'04"W, for 33.22 feet; thence S55°48'52"W, for 44.40 feet; thence S88°41'03"W, for 18.41 feet; thence S28°50'25"W, for 21.19 feet; thence S52°03'01"W, for 19.46 feet; thence S74°34'16"W, for 75.53 feet; thence N52°36'30"W, for 73.92 feet; thence N58°35'58"W, for 91.01 feet; thence N49°02'45"W, for 46.82 feet; thence N17°20'25"W, for 29.95 feet; thence S38°22'34"W, for 41.84 feet; thence N53°24'10"W, for 51.05 feet; thence S82°52'24"W, for 11.67 feet; thence S44°17'27"W, for 130.96 feet to the point of curvature of a curve concave to the north; thence northwesterly along the arc of said curve, having a radius of 15.00 feet, a central angle of 98°19'46", an arc length of 25.74 feet and a chord bearing 86°32'40"W, for 22.70 feet to the point of tangency; thence N37°22'47"W, for 63.24 feet to the point of intersection with a non-tangent curve concave to the north; thence northwesterly along the arc of said curve with a radius bearing N87°22'51"W, and having a radius of 15.00 feet, a central angle of 141°21'02", an arc length of 37.01 feet and a chord bearing N86°42'21"W, for 28.31 feet to the point of tangency; thence N18°01'50"W, for 51.53 feet; thence N07°03'25"E, for 78.75 feet; thence N33°02'13"W, for 54.41 feet; thence N55°26'22"W, for 17.50 feet; thence N82°44'31"W, for 89.08 feet; thence N72°22'01"W, for 55.51 feet; thence N80°05'27"W, for 116.78 feet; thence N72°22'14"W, for 82.01 feet; thence N17°37'46"E, for 15.00 feet; thence N10°43'43"W, for 46.95 feet; thence N58°36'55"W, for 20.16 feet; thence S25°17'43"W, for 16.73 feet; thence S01°15'37"W, for 27.88 feet; thence S38°06'46"W, for 16.26 feet; thence S11°58'28"W, for 15.00 feet; thence N79°37'24"W, for 95.69 feet; thence N53°36'58"W, for 20.41 feet to the point of intersection with the East right-of-way line of a 60.00 foot (1/2 right-of-way) Department of Transportation right-of-way thence N13°44'59"E, along said East right-of-way line, for 111.59 feet leaving said East right-of-way line N89°41'34"E, for 1217.39 feet to the point of intersection with the northern extension of aforesaid West boundary line of the plat of Oakleaf Cluster Homes; thence S02°18'07"E, along said West boundary line and the northerly extension thereof, for 530.80 feet to the POINT OF BEGINNING and containing 9.39 c more or less.

LESS, "The Tower Parcel", subject to a Lease Agreement that will benefit others (State of Florida Department of Highway Safety and Motor Vehicles)

Legal Description: Lease Agreement per Official Records Book 5058, Page 2182

"That Part of the Southeast 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 13, run N.3°07'52"W, for a distance of 666.11' for a POINT OF BEGINNING; thence run N.3°07'52"W, for a distance of 60.83'; thence run N.14°16'06"E, for a distance of 289.17 feet; thence run S.89°46'27"E, for a distance of 220 feet; thence run S.2°47'36"E, for a distance of 350'; thence run N.89°46'27"W, to the POINT OF BEGINNING. Containing 2.05 acres, more or less."

This Instrument Was Prepared By:

Patricia G. Welles, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

PINELLAS COUNTY FLA.
OFF. REC. BK 12731 PG 44

Record and Return To:

Patricia G. Welles, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

CERTIFICATE OF POSSESSION OF LEASEHOLD PREMISES

KNOW ALL MEN BY THESE PRESENTS of this Certificate of Possession of Leasehold Premises is made as of the ___ day of _____, 20___, by and between THE CITY OF TARPON SPRINGS, FLORIDA ("Lessor") and SAVANNAH COVE LIMITED PARTNERSHIP, a Florida limited partnership ("Lessee").

WITNESSETH:

Lessor has demised unto Lessee and Lessee has taken from Lessor for the term described below, the property described on Schedule "A" attached hereto located in Tarpon Springs, Pinellas County, Florida (the "Leased Premises"), pursuant to a Ground Lease dated as of April 1, 2003, which Ground Lease is recorded in Official Records Book _ at Page __, in the public records of Pinellas County, Florida.

The Lease provides that notice of the occurrence of the "Possession Date," as that term is defined in the Lease, shall be recorded in the Public Records to indicate the handing over of physical possession of the Leased Premises to Lessee.

This Certificate memorializes the agreement of Lessor and Lessee that the Possession Date is and shall be _____, 20___.

Lessor's interest shall not be subject to any mechanics' or materialmen's liens or liens of any kind for improvements made by the Lessee upon the Premises. All persons dealing with Lessee must look solely to the credit of Lessee, and not to Lessor's interest or assets.

IN WITNESS WHEREOF, the parties have executed this Certificate the day and year first above written.

Attest: _____, City Clerk

By: _____

As to Lessor

Witnesses:

Print Name: _____

Print Name: _____

As to Lessee

LESSOR:

The City of Tarpon Springs, Florida

By: _____
Name: _____
Title: _____

LESSEE:

Savannah Cove Limited Partnership, a Florida
limited Partnership

By: _____ Inc., its Managing
General Partner

By: _____
Name: _____
Title: President

EXHIBIT "G"

PINELLAS COUNTY FLA.
OFF. REC. BK 12731 PG 46

Legal Description: Lease Agreement per Official Records Book 5058, Page 2182

That Part of the Southeast 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 13, run N.3°07'52"W. for a distance of 666.11' for a POINT OF BEGINNING; thence run N.3°07'52"W. for a distance of 0.83'; thence run N.14°16'06"E. for a distance of 289.17 feet; thence run S.89°46'27"E. for a distance of 20 feet; thence run S.2°47'36"E. for a distance of 350'; thence run N.89°46'27"W. to the POINT OF BEGINNING. Containing 2.05 acres, more or less."



This Instrument Was Prepared By, Record
and Return To:

Brian J. McDonough, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

Record And Return To:
Carmen Canelas, CLA
Museum Tower, Suite 2200
150 West Flagler Street
Miami, Florida 33130

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004116280 03/19/2004 at 02:00 PM
OFF REC BK: 13445 PG: 2695-2700
DocType:AGM RECORDING: \$28.50

FIRST AMENDMENT TO GROUND LEASE

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (the "First Amendment") is made and entered into by and among CITY OF TARPON SPRINGS, FLORIDA, a political subdivision of the State of Florida, having its principal office at 324 E. Pine Street, Tarpon Springs, Florida 34689, Attention: City Manager ("Lessor") and SAVANNAH COVE LIMITED PARTNERSHIP, a Florida limited partnership, having an office at Cabot Business Park, 120 Forbes Boulevard, Mansfield, MA 02048 ("Lessee").

RECITALS

A. Lessee and Lessor entered into that certain Ground Lease dated as of April 1, 2003 (the "Ground Lease").

B. Lessee and Lessor now desire to amend certain provisions of the Ground Lease, on the terms and conditions hereinafter defined.

IN CONSIDERATION OF the foregoing facts and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor, intending to be legally bound, hereby agree as follows:

1. Recitals & Defined Terms. The above Recitals are true and correct and by this reference are incorporated as if fully set forth herein. Terms which are capitalized but not defined herein shall have the meanings given to such terms in the Ground Lease.

2. Legal Description. The following language is hereby added to the legal description set forth in Exhibit "A" attached to the Ground Lease:

"LESS the portion of the above described property that is currently being used or may be used in the future as a public right of way named Curlew Place; however, such less-out shall be limited to the most southerly 45 feet of the most southerly portion of the above described property. Further, such less-out shall not cause the Premises now or hereafter to fail to abut Curlew Place along such southerly portion of the above described property."

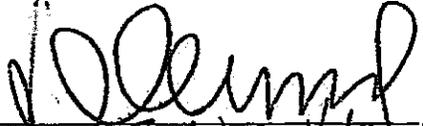
3. Amendment to Section 1.22 of the Ground Lease. Section 1.22 of the Ground Lease is hereby deleted and shall hereafter read as follows:

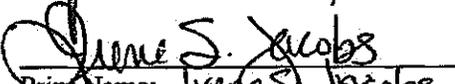
"1.22 "Investor Limited Partner" means PNC Multifamily Capital Institutional Fund XXIII Limited Partnership, its successors and/or assigns.

4. Counterparts & Ratification. This First Amendment may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. Except as provided herein, the Ground Lease is unmodified, in full force and effect and hereby ratified in every respect. In the event of any conflict between the terms of the Ground Lease and the terms of this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, Lessee and Lessor have caused this First Amendment to be executed as of the 1st day of March, 2004.

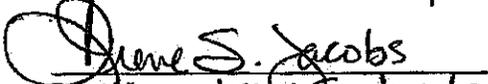
Witnesses as to Mayor:


Print Name: John G. Hubbard


Print Name: Irene S. Jacobs

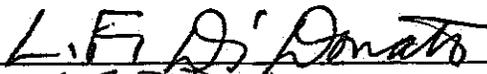
Witnesses as to City Manager:

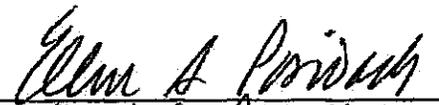

Print Name: John G. Hubbard


Print Name: Irene S. Jacobs

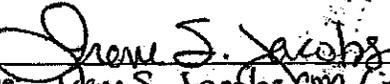
LESSOR:

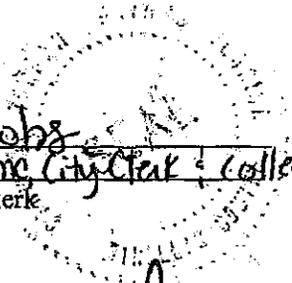
CITY OF TARPON SPRINGS, FLORIDA, a political subdivision of the State of Florida

By: 
Name: L.F. DiDonato
Title: Mayor

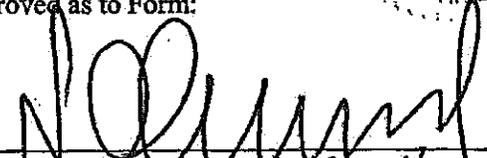
By: 
Name: ELLEN S. POSIVACH
Title: City Manager

Attest:

By: 
Name: Irene S. Jacobs, City Clerk & Collector
Title: City Clerk/Deputy City Clerk

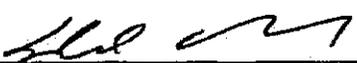


Approved as to Form:

By: 
Name: John G. Hubbard
Title: City Attorney

Witnesses as to Savannah Cove
Limited Partnership:


Print Name: Terry M. Lovell


Print Name: Edward Busambay

LESSEE:

SAVANNAH COVE LIMITED PARTNERSHIP, a
Florida limited partnership

By: GHG Savannah Cove LLC, a Florida limited
liability company, its sole General Partner

By: The Gatehouse Group, Inc., a Massachusetts
corporation, its sole Manager

By: _____
Name: Mark S. Plonsky
Title: President

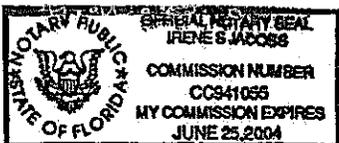
[Notarizations appear on following page]

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 16th day of March, 2004, by L.F. DiDonato, as Mayor of the City of Tarpon Springs, Florida, on behalf of the City.

Personally Known _____ Produced Driver's License _____ Produced _____



Irene S. Jacobs
Print of Stamp Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 16th day of March, 2004, by Ellen S. Posivach, as City Manager of the City of Tarpon Springs, Florida, on behalf of the City.

Personally Known _____ Produced Driver's License _____ Produced _____



Irene S. Jacobs
Print of Stamp Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____

[Notarizations continued on following page]

STATE OF FLORIDA)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 17 day of March, 2004, by Marc S. Plonskier, the President of The Gatehouse Group, Inc., a Massachusetts corporation, the sole Manager of GHG Savannah Cove LLC, a Florida limited liability company, the sole general partner of Savannah Cove Limited Partnership, a Florida limited partnership, on behalf of the corporation and the company and as an act of the partnership.

Personally Known Produced Driver's License Produced _____



Terry M. Lovell
My Commission DD198579
Expires March 31, 2007

[Handwritten Signature]

Print or Stamp Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____

INSTRUMENT PREPARED BY:

Nelson Mullins Broad and Cassel
1905 NW Corporate Boulevard, Suite 310
Boca Raton, FL 33431
ATTN: David Itskovich, Esq.

SPACE ABOVE FOR RECORDER'S USE
ONLY

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "**Assignment**") is made and entered into as of _____, 2021 (the "**Effective Date**"), by and among CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation of the State of Florida, 324 E. Pine Street, Tarpon Springs, FL 34688 ("**Lessor**"), SAVANNAH COVE LIMITED PARTNERSHIP, a Florida limited partnership, 120 Forbes Boulevard, Suite 180, Mansfield, MA 02048 ("**Assignor**"), and SREIT SAVANNAH BAY, L.L.C. a Delaware limited liability company, c/o Starwood Capital Group Global, L.P., 591 West Putnam Avenue, Greenwich, CT 06830 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor, as lessee, and Lessor, as lessor, are parties to that certain Ground Lease, dated as of April 1, 2003 (the "**Original Ground Lease**"), as amended by that certain First Amendment to Ground Lease, dated March 1, 2004 (collectively, the "**Ground Lease**"), pursuant to which Lessor leases to Assignor certain real property located in Pinellas County, State of Florida (the "**Land**"), being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title, interest, obligations and liabilities under the Ground Lease, subject to the terms hereof; and

WHEREAS, Assignee has agreed to assume Assignor's right, title, interest, obligations and liabilities under the Ground Lease, subject to the terms hereof; and

WHEREAS, Sections 20.02 and 20.03 of the Original Ground Lease requires Assignor to obtain Lessor's consent to any assignment.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Defined Terms. All capitalized terms not expressly defined in this Assignment shall have the meaning ascribed to them in the Ground Lease.

2. Representations of Assignor. Assignor represents and warrants that (i) Assignor is the holder of the lessee's interests under the Ground Lease, (ii) Assignor's interests under the Ground Lease are free and clear of all monetary liens, (iii) Assignor has the right, power and authority to assign its interests under the Ground Lease without obtaining the consent of any third party, except Lessor, and (iv) Assignor is not in default under any of the provisions of the Ground Lease, and no event has occurred, and no circumstance exists which, with the passage of time or the giving of notice by Lessee, or both, would constitute such a default.

3. Assignment and Assumption. Assignor hereby assigns all of its right, title and interest in the Ground Lease to Assignee. Assignee hereby accepts the foregoing assignment of the Ground Lease as of the Effective Date, and assumes and agrees to (a) abide by all Legal Requirements (as defined in the Ground Lease), and (b) pay, perform and discharge, when due, all of the obligations of Lessee under the Ground Lease arising on or after the Effective Date.

4. Consent and Release of Assignor. As of the Effective Date, Lessor hereby consents to the assignment of the Ground Lease as set forth in this Assignment and recognizes Assignee as Assignor's successor-in-interest in and to all of Assignor's rights, duties and obligations in, to and under the Ground Lease in connection with all obligations first arising under the Ground Lease following the Effective Date. Lessor hereby releases Assignor from all obligations first arising under the Ground Lease following the Effective Date.

5. Miscellaneous. This Assignment shall be governed by and construed under the laws of the State of Florida. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All exhibits referenced in this Assignment are incorporated herein. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Signatures on Following Pages]

[ASSIGNOR SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

ASSIGNOR:

SAVANNAH COVE LIMITED PARTNERSHIP, a
Florida limited partnership

By: GHG Savannah Cove LLC, its General Partner

By: The Gatehouse Group, Inc., its Manager

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ____ day of _____, 2021, by _____, as
_____ of The Gatehouse Group, Inc., the Manager of GHG Savannah Cove, LLC, the
General Partner of Savannah Cove Limited Partnership, a Florida limited partnership, on behalf of
the partnership, who is personally known to me or has produced
_____ as identification.

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

[NOTARY SEAL]

[ASSIGNEE SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

SREIT Savannah Bay, L.L.C., a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of SREIT Savannah Bay, L.L.C., a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public: _____
Printed Name: _____
My Commission Expires: _____
[NOTARY SEAL]

[LESSOR SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

CITY OF TARPON SPRINGS, FLORIDA., a
municipal corporation of the state of Florida

By: _____
Name: Chris Alahouzos
Title: Mayor

By: _____
Name: Mark LeCouris
Title: City Manager

Attest:

By: _____
Name: Irene Jacobs
Title: City Clerk

Approved as to Form:

By: _____
Name: Thomas J. Trask, B.C.S.
Title: City Attorney

[NOTARIES APPEAR ON FOLLOWING PAGES]

STATE OF FLORIDA _____)
COUNTY OF PINELLAS _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Chris Alahouzos _____, as Mayor of City of Tarpon Springs, Florida, a municipal corporation of the state of Florida , , who is personally known to me or has produced _____ as identification.

Notary Public: _____
Printed Name: _____
My Commission Expires: _____
[NOTARY SEAL]

STATE OF FLORIDA _____)
COUNTY OF PINELLAS _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Mark LeCouris _____, as City Manager of City of Tarpon Springs, Florida, a municipal corporation of the state of Florida , , who is personally known to me or has produced _____ as identification.

Notary Public: _____
Printed Name: _____
My Commission Expires: _____
[NOTARY SEAL]

)

STATE OF FLORIDA _____
COUNTY OF PINELLAS _____

)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Irene Jacobs _____, as City Clerk/ of City of Tarpon Springs, Florida, a Municipal corporation of the state of Florida , , who is personally known to me or has produced _____ as identification.

Notary Public: _____
Printed Name: _____
My Commission Expires: _____
[NOTARY SEAL]

STATE OF FLORIDA _____
COUNTY OF PINELLAS _____

)

)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as City Attorney of City of Tarpon Springs, Florida, a municipal corporation of the state of Florida , , who is personally known to me or has produced _____ as identification.

Notary Public: _____
Printed Name: _____
My Commission Expires: _____
[NOTARY SEAL]

EXHIBIT A

DESCRIPTION OF THE LAND

Leasehold Estate created by that certain Ground Lease by and between the City of Tarpon Springs, a municipal corporation and political subdivision of the State of Florida, Lessor, and Savannah Cove Limited Partnership, a Florida limited partnership, Lessee recorded in Official Records Book 12731, Page 1, Public Records of Pinellas County, Florida, pertaining to the parcel described in Exhibit A attached to said Ground Lease as amended by the additional description set out in the First Amendment to Ground Lease recorded in Official Records Book 13445, Page 2695, Public Records of Pinellas County, Florida.

CERTIFICATE REGARDING GROUND LEASE

(Savannah Cove)

SCG Global Holdings, L.L.C. (together with its successors and assigns, "**Buyer**")
c/o Starwood Capital Group Global, L.P.
591 West Putnam Avenue
Greenwich, CT 06830
Attn: Andres Panza
Email: apanza@starwood.com

Ground Lease: CITY OF TARPON SPRINGS, FLORIDA, a political subdivision of the State of Florida ("**Lessor**"), as lessor, and SAVANNAH COVE LIMITED PARTNERSHIP, a Florida limited partnership ("**Lessee**"), as lessee, are bound by that certain Ground Lease, dated as of April 1, 2003, as amended by that certain First Amendment to Ground Lease, dated March 1, 2004 (collectively, the "**Ground Lease**"). All capitalized terms not expressly defined in this certificate shall have the meaning ascribed to them in the Ground Lease.

Property: Certain real property located in Pinellas County, State of Florida as more fully described in the Ground Lease (the "**Land**")

Lessor hereby certifies to Lessee, Buyer, and its current, successor and future lender making a loan secured by the Ground Lease and/or the Land (or any equity interest in the owner) (collectively, "**Lender**") as follows:

1. The Ground Lease is in full force and effect and is the only Ground Lease, agreement or understanding between Lessor and Lessee affecting the Land. The Ground Lease has not been modified, altered, assigned, or amended, except as set forth above.

2. Lessee is not in default under any of the provisions of the Ground Lease, and no event has occurred, and no circumstance exists which, with the passage of time or the giving of notice by Lessor, or both, would constitute such a default.

3. Lessor is not in default under any of the provisions of the Ground Lease, and no event has occurred, and no circumstance exists which, with the passage of time or the giving of notice by Lessee, or both, would constitute such a default.

4. Lessee is currently obligated to pay Base Rent to Lessor in monthly installments of \$6,125.00.

5. Lessee is currently obligated to pay Additional Rent (including applicable taxes, maintenance costs, operating expenses or other payments arising under the Ground Lease) to Lessor in monthly installments of \$428.75.

6. Lessee has paid all Base Rent, Additional Rent (including applicable taxes, maintenance costs, operating expenses or other payments arising under the Ground Lease), and all

other sums or charges presently due and payable under the Ground Lease by Lessee through September 30, 2021.

7. Lessee has deposited \$0, as a security deposit under the Ground Lease.

8. The Term of the Ground Lease is for a period of 50 years, commenced on March 17, 2004 and is scheduled to expire on December 20, 2054.

9. Lessee executed a Promissory Note ("Note") on March 17, 2004, for a \$200,000 credit from Lessor towards partial payment of the initial lump sum rent payment under the Ground Lease. The maturity date of the Note is March 17, 2054, but Lessor has agreed to accept payment from Lessee in the amount of \$107,847.52 on or before November 15, 2021, in full payment and satisfaction of the Note. Lessor will deliver the Note marked cancelled and paid at the time payment is received.

10. To the best of Lessor's knowledge, Lessee and Lessor have no claims, counterclaims, defenses, offsets or credits under the Ground Lease.

11. Lessor has not subleased, assigned, pledged, hypothecated, or otherwise encumbered all or any portion of the Land or its interest in the Ground Lease, except for utility easements and covenants of record.

12. To the best of Lessor's knowledge, Lessee has not subleased, assigned, pledged, hypothecated, or otherwise encumbered all or any portion of the Land or its interest in the Ground Lease.

13. Lessee has no renewal right, extension right, expansion right, right of first offer or right of first refusal under the Ground Lease except as follows:
None (if none, write "None" or leave blank, in which case the response will be deemed to be "None").

14. No third party has a right of first offer, purchase option or right of first refusal for the Land except as follows: None (if none, write "None" or leave blank, in which case the response will be deemed to be "None").

15. The undersigned is duly authorized to sign and deliver this certificate, and no other signatures are required or necessary in connection with the execution and validity of this certificate.

Lessee understands that this certificate is being requested in connection with Buyer's potential acquisition of Lessee's interest in the Ground Lease and underlying Land and Lessor certifies that (i) Lessee, Buyer, Buyer's title company, and Lender and their respective successors and assigns shall be entitled to rely on the truth of this certificate, and (ii) this certificate shall inure to the benefit of Buyer, Lender, Buyer's title company and their respective successors and assigns and shall be binding upon Lessor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed on this _____ day of _____, 2021.

Lessor

CITY OF TARPON SPRINGS, FLORIDA., a
municipal corporation of the state of Florida

By: _____

Name: _____

Title: _____



MARK G. LECOURIS
CITY MANAGER

City of Tarpon Springs, Florida

Office of the City Manager
324 E. Pine Street
Tarpon Springs, FL 34689
(727) 938-3711

November 2, 2021

Savannah Cove Limited Partnership
120 Forbes Boulevard, Suite 180,
Mansfield, MA 02048
Attn: Roger Yorkshaitis

Re: Satisfaction of Promissory Note

Dear Mr. Yorkshaitis:

The City of Tarpon Springs as Lessor under that certain Ground Lease, dated as of April 1, 2003, as amended by that certain First Amendment to Ground Lease, dated March 1, 2004 (collectively, the "Ground Lease"), hereby agrees to accept payment of \$107,847.52 in full payment and satisfaction of that certain Promissory Note, dated as of March 17, 2004, executed by Savannah Cove Limited Partnership, Lessee under the Ground Lease, in the amount of \$200,000. Payment should be made by wire transfer to the following account:

Bank:

Name on account:

Account Type:

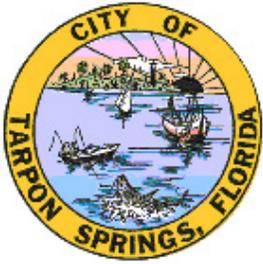
ABA:

Account Number:



Sincerely,

Mark G. LeCouris
City Manager



City of Tarpon Springs, Florida

324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34689-5004
(727) 938-3711
Fax: (727) 937-8199
www.ctsfl.us

November 2, 2021

To: Mayor, Vice-Mayor and Commissioners

From: Mark G. LeCouris, City Manager

Subject: Citizen Engagement plan for ARPA Funds

I have attached a list of projects that our Department Heads have prepared for expenditure of ARPA funds. This list will be discussed in detail at a future meeting/town hall. Tonight I am requesting that the Board of Commissioners grant their permission to proceed with a Citizen Engagement Survey and direction on how to the Board wishes to proceed with the expenditure of funds.



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

City of Tarpon Springs
ARPA -Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Tentatively Designated Projects from Departments

Water-Sewer Infrastructure:

Septic to Sewer	Bayshore		\$ 1,000,000
Septic to Sewer	Florida Ave	Phase 1	\$ 1,900,000
Septic to Sewer	Florida Ave	Phase 2 up to	\$ 6,000,000
Total Water-Sewer Infrastructure			\$ 8,900,000

Stormwater Infrastructure:

MLK Blvd South Spring Intersection Elevation and SW Upgrades			\$ 600,000
Mango Street Roadway and Stormwater Upgrades, Phase 2			\$ 750,000
City-Wide Seawall Upgrades to Address Sea Level Rise			\$ 10,500,000
Stormwater Action Plan Projects (see attached list)			\$ 8,528,579
Whitcomb Bayou Flooding			\$ 94,450
Total Stormwater Infrastructure			\$ 20,473,029

Cyber Security:

Fiber from City Hall to Waste Water Treatment Plan, RO Plant, Dixie Lift Station, Library.			\$ 2,000,000
Extensive GIS inventory and mapping for all Utilities; GIS studies, Multiple Items			\$ 1,000,000
Replacement of all stationary user equipment to allow for mobility; including mobile hot spots.			\$ 100,000
Cellular Redundancy Communication at Water Wells	TBD		\$ -
Funding for additional staff to maintain cyber security			\$ 70,000
Increasing community responsiveness: We need to find better ways to capture community input.			\$ 12,000
Digital Water Meter			\$ 500,000
Cloud based file sharing - Three Years			\$ 127,000
Total Cyber Security			\$ 3,809,000

Public Safety - Police and Fire

New Roof/Chiller - Public Safety Building			\$ 900,000
Station 70 Rebuild			\$ 4,000,000
New Cops & Kids Youth Center to support services provided to at risk youths and their families in the community			\$ 2,500,000
Police & Fire CAD/RMS real time information sharing			\$ 100,000
Mental Health Treatment (PTSD) and Crisis Intervention for Public Safety employees			\$ 48,000
Total Public Safety Projects			\$ 7,548,000

Road Projects

Resurface & Restripe Court St Parking Lot, Library Parking Lot & Cultural Parking Lot			\$ 60,000
Total Road Projects			\$ 60,000

Addressing Economic Impacts

Citywide Advertising/Marketing to bring residents and tourist to the City			\$ 100,000
Total Addressing Economic Impacts			\$ 100,000

Total of tentative proposed projects

			\$ 40,890,029
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Estimate of Total ARPA - Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) For CTS

			\$ 12,810,334
--	--	--	----------------------

Proposed Projects over Funding Estimate

			\$ 28,079,695
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LARRY COTTON VACATION OF RIGHT-OF-WAY #21-39 ORDINANCE 2021-25

Board of Commissioners – November 2, 2021

– November 16, 2021



LOCATION & CONTEXT



SUMMARY OF REQUEST

#21-39 – Vacation of a portion of Huey Avenue

- Right-of-way size is 21,561 square feet.
- Right-of-way is 60 feet wide and unimproved.
- Right-of-way will be evenly split between adjacent property owners:
 - Larry Joe Cotton (applicant)
 - Duke Energy Florida, Inc.
- If granted, the City will reserve Duke Energy's right to obtain easements for the existing power line corridors.



PINELLAS TRAIL (FORMERLY THE
ATLANTIC COAST LINE RAILROAD - PLAT)

VACATED ATLANTIC AVENUE
(VACATED IN ITS ENTIRETY
PER O.R. 2213, PG. 597)

G

PINELLAS TRL

Duke
Energy

Applicant

BLOCK 2

BLOCK 1

EXISTING ANCHOTE-LARGO TRANSMISSION LINE
FLORIDA POWER CORPORATION'S

HUEY AVENUE
60' R/W

RIVOT PL

ELIVE OAK ST

ELIVE OAK ST

LIVE OAK STREET
R/W WIDTH VARIES

6

5

4

3

2

1

30'

30'

55'

64

65

66

67

68

69

63

62

61

60

59

58

57



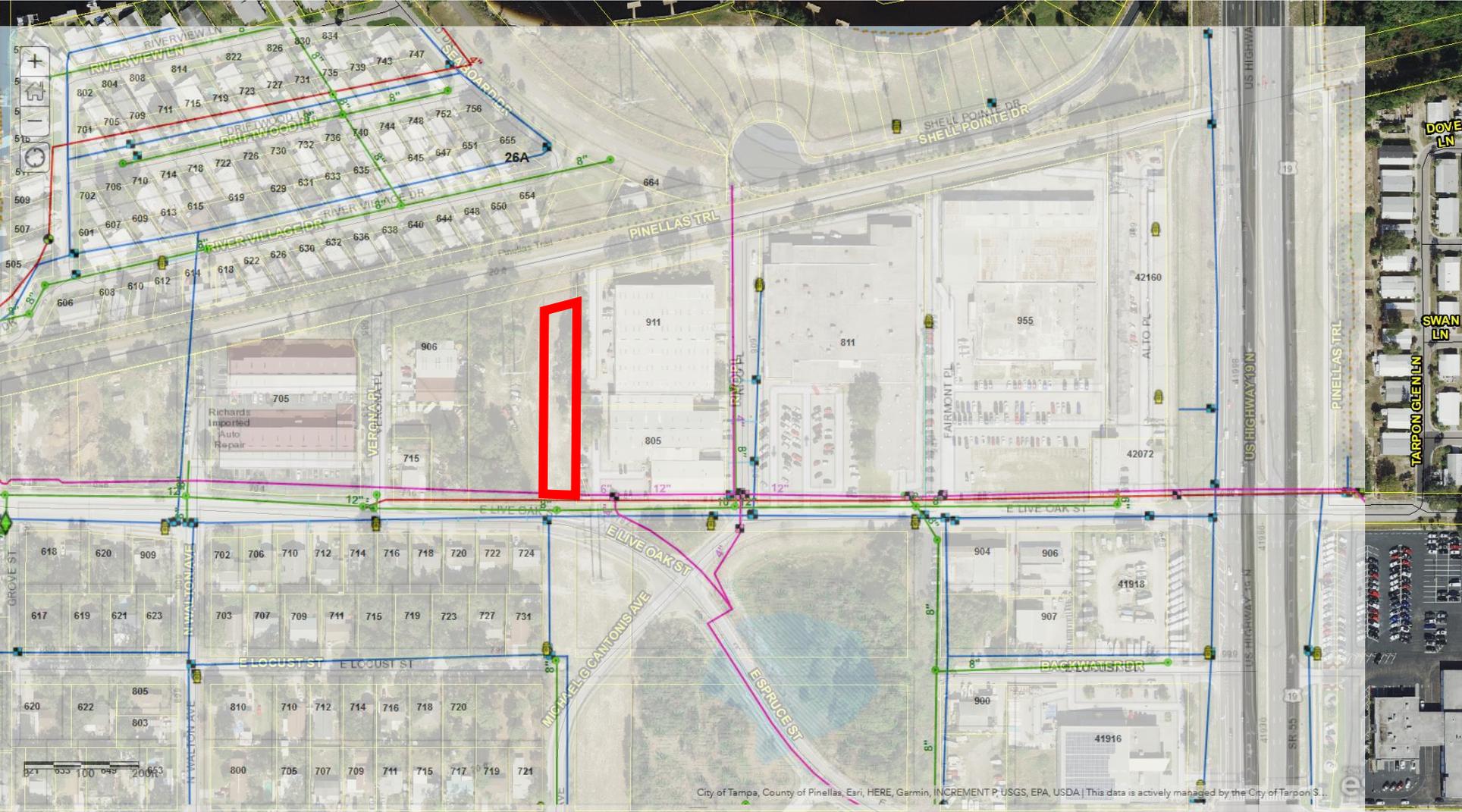
STANDARDS OF REVIEW

#21-39 – Vacation of a portion of Huey Avenue

The letters of no objection and/or easement requirements have been received from all franchised utility providers:

- City has no current or planned stormwater or utilities facilities in this right-of-way.
- Duke Energy will be provided with easements to accommodate existing powerline maintenance corridors.
- Other providers submitting letters of no objection:
 - Clearwater Gas System
 - WOW Internet, Cable and Phone
 - Brighthouse Networks
 - Frontier Communications
 - Pinellas County Real Estate Management

UTILITIES



City of Tampa, County of Pinellas, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | This data is actively managed by the City of Tarpon Springs.



STANDARDS OF REVIEW

#21-39 – Vacation of a portion of Huey Avenue

- The subject right of way does not provide the sole means of access to adjoining property;
- The subject right of way is not needed to implement the Future Traffic Circulation Map of the Tarpon Springs Comprehensive Plan; and,
- The subject right of way does not provide the adjoining neighborhood with viable useable access or vista to the City's shoreline.

STANDARDS OF REVIEW

#21-39 – Vacation of a portion of Huey Avenue

Comprehensive Plan, Transportation Element, Policy 2.2.4:

“The City shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use, including utilities, roads, etc.”

- **Public Notice Provided – No Responses Received.**

PRELIMINARY STAFF RECOMMENDATION

#21-39 – Vacation of a portion of Huey Avenue

- Staff recommends approval of **Ordinance 2021-25** vacating a portion of Huey Avenue.



ORDINANCE NO. 2021-25

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING AND ABANDONING THE RIGHT-OF-WAY (ROW) OF HUEY AVENUE LYING BETWEEN THE PINELLAS TRAIL AND EAST LIVE OAK STREET; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR A RESERVATION OF EASEMENT; PROVIDING FOR RECORDATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received a request (Application 21-39) for vacation of a portion of the unimproved right-of-way of Huey Avenue lying between the Pinellas Trail and East Live Oak Street, as shown in Exhibit "A"; and,

WHEREAS, the requested vacation will add to and facilitate the use of the adjoining properties seeking this vacation; and,

WHEREAS, Section 3(c) of the City Charter and Sections 216.00 and 216.01 of the Comprehensive Zoning and Land Development Code authorizes the Board of Commissioners to vacate the property described herein if all conditions are met; and,

WHEREAS, the Board of Commissioners wishes to reserve easement rights to Duke Energy to construct, remove, reconstruct, operate and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services within the areas described in Exhibit B; and,

WHEREAS, all other pertinent utility providers have provided the City with letters of no objection; and,

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

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

SECTION 1: FINDINGS

- a) The letters of no objection have been received from all franchised utility providers except Duke Energy;
- b) Duke Energy wishes to retain an easement to construct, remove, reconstruct, operate and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services within the areas described in Exhibit B.
- c) The subject right of way does not provide the sole means of access to adjoining property;

- d) The subject right of way is not needed to implement the Future Traffic Circulation Map of the Tarpon Springs Comprehensive Plan; and
- e) The subject right of way does not provide the adjoining neighborhood with viable useable access or vista to the City's shoreline.

SECTION 2: VACATION AND ABANDONMENT

The City of Tarpon Springs does hereby approve the requested vacation and reserve Duke Energy easements as all conditions of LDC 216.01 have been met in the following described right-of-way:

See Exhibit "A" for legal description and sketch.

SECTION 3: EASEMENTS AND RESERVATIONS

The City of Tarpon Springs does hereby reserve and grant to Duke Energy easement rights to construct, remove, reconstruct, operate and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services within the areas described in Exhibit B.

See Exhibit "B" for legal description and sketch.

SECTION 4: EFFECTIVE DATE OF THIS ORDINANCE

This ordinance shall become effective upon adoption and recording of executed easements as provided in Section 3.

SECTION 5: RECORDATION IN THE PUBLIC RECORDS

The City Clerk is directed to record a copy of this Ordinance in the Public Records of Pinellas County, Florida. The applicant is directed to record copies of the executed private easements to Duke Energy in the Public Records of Pinellas County, Florida.

SECTION . . . 7 . . . , TOWNSHIP . . . 27 . . . SOUTH, RANGE . . . 16 . . . EAST, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

THAT PORTION OF HUEY AVENUE (BEING A 60 FOOT WIDE RIGHT-OF-WAY) LYING BETWEEN BLOCKS 1 AND 2 OF RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SUBJECT TO THAT EASEMENT OR RIGHT OF WAY LYING 50 FEET EACH SIDE OF THE FLORIDA POWER CORPORATION'S EXISTING ANCLOTE - LARGO TRANSMISSION CENTERLINE.

CONTAINING 21,561 SQUARE FEET OR 0.4950 ACRES, MORE OR LESS.

PREPARED FOR

COTTON FAMILY ASSOCIATES, LTD.

SHEET 1 OF 2

SURVEY REVISION: CHANGE PERIMETER OF VACATION AREA

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: 050751A DATE SURVEYED: N/A
DRAWING FILE: 050751A-1.DWG DATE DRAWN: 3-6-2019
LAST REVISION: 10-5-2021 X REFERENCE: 050751



T.S.
LB 1834

**GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

Ordinance 2021-25 Exhibit B

SECTION . . . 7 . . . , TOWNSHIP . . . 27 . . . SOUTH, RANGE . . . 16 . . . EAST, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

EASEMENT A

A PORTION OF HUEY AVENUE (BEING A 60 FOOT WIDE RIGHT-OF-WAY) LYING BETWEEN BLOCKS 1 AND 2 OF RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 69, BLOCK 1 OF RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN S88°14'38"W ALONG THE NORTH RIGHT OF WAY OF LIVE OAK STREET, 30.00 FEET; THENCE DEPARTING FROM SAID NORTH RIGHT OF WAY RUN NORTH ALONG THE CENTERLINE OF HUEY AVENUE, A DISTANCE OF 155.73 FEET; THENCE RUN S22°54'27"E FROM SAID CENTERLINE TO A POINT ALONG THE EAST BOUNDARY OF HUEY AVENUE, A DISTANCE OF 77.07 FEET; THENCE ALONG SAID EASTERLY BOUNDARY RUN SOUTH, 83.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,579.90 SQFT OR 0.0822 ACRES, MORE OR LESS.

EASEMENT B

A PORTION OF HUEY AVENUE (BEING A 60 FOOT WIDE RIGHT-OF-WAY) LYING BETWEEN BLOCKS 1 AND 2 OF RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 64, BLOCK 1 OF RIVO ALTO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGES 2 AND 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN S20°58'10"W TO A POINT ALONG THE CENTERLINE OF HUEY AVENUE, A DISTANCE OF 83.83 FEET; THENCE RUN NORTH ALONG SAID CENTERLINE, A DISTANCE OF 71.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF ATLANTIC AVENUE, VACATED IN ITS ENTIRETY, AS RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 597, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT OF WAY RUN N77°16'54"E, A DISTANCE OF 30.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,072.60 SQFT OR 0.0246 ACRES, MORE OR LESS.

SHEET 1 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: 050751B

DATE SURVEYED: N/A

DRAWING FILE: 050751B.DWG

DATE DRAWN: 6-24-2021

LAST REVISION: N/A

X REFERENCE: 050751



M.A.
LB 1834

**GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

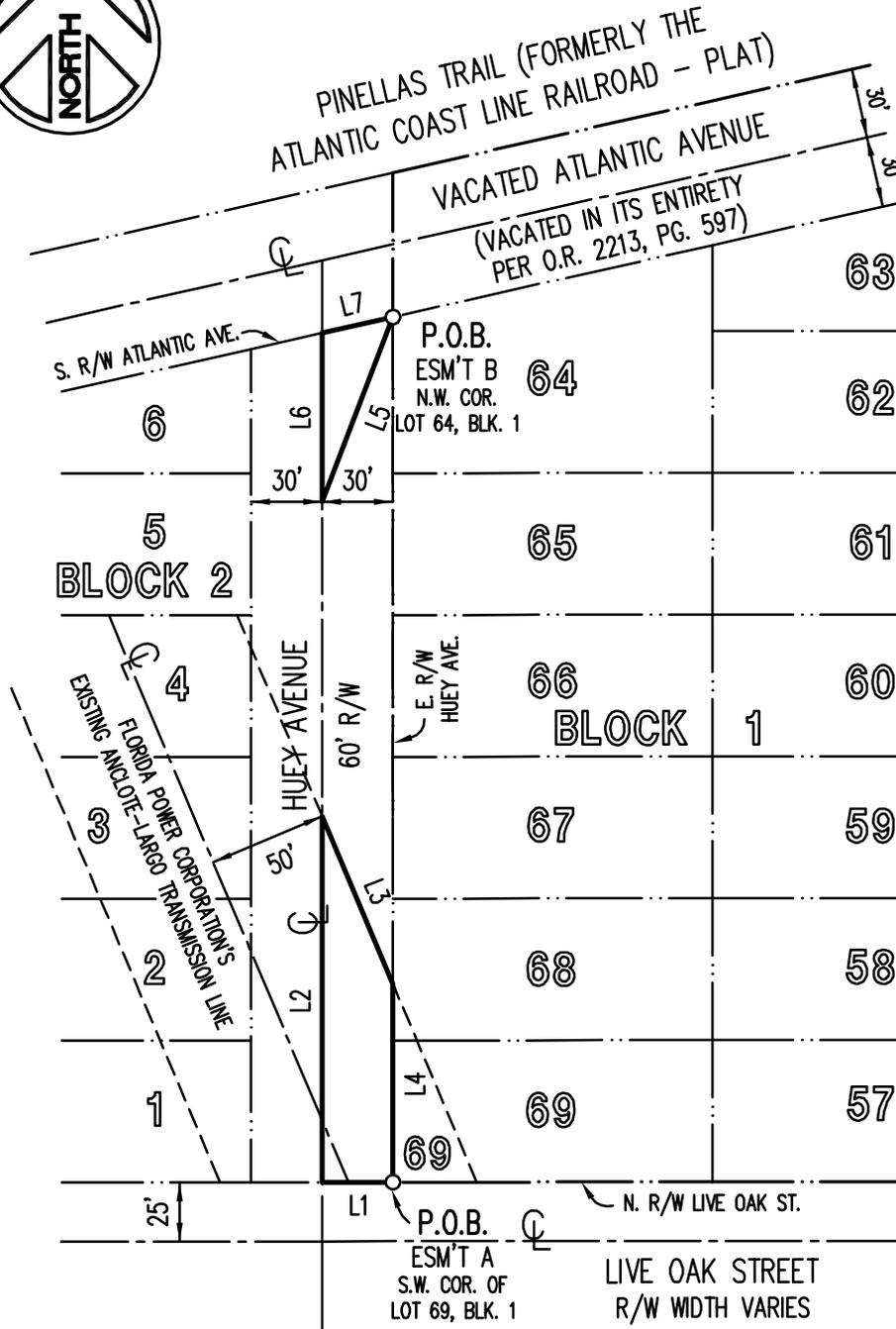
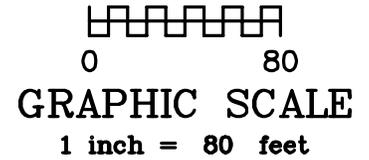
PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY



CL = CENTERLINE
 LB = LAND SURVEYING BUSINESS
 NO = NUMBER
 OR = OFFICIAL RECORDS
 PG = PAGE
 R/W = RIGHT-OF-WAY

- LINE L1
S89°56'54"W - 30.00'
- LINE L2
NORTH - 154.84'
- LINE L3
S22°54'27"E - 77.07'
- LINE L4
SOUTH - 83.82'
- LINE L5
S20°58'10"W - 83.83'
- LINE L6
NORTH - 71.51'
- LINE L7
N77°16'54"E - 30.75'

PREPARED FOR

COTTON FAMILY ASSOCIATES,
LTD.

SHEET 2 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: 050751B DATE SURVEYED: N/A
 DRAWING FILE: 050751B.DWG DATE DRAWN: 6-24-2021
 LAST REVISION: SEE SHEET 1 X REFERENCE: SEE SHEET 1



**GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS
 3301 DeSOTO BOULEVARD, SUITE D
 PALM HARBOR, FLORIDA 34683

LB 1834

PHONE (727) 784-5496 FAX (727) 786-1256

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

RECEIVED

Return to:
Planning & Zoning
Department
324 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5611

CITY OF TARPON SPRINGS, FLORIDA
Application for Vacation and Abandonment of
Streets, Rights-of-Way, Easements, Plats or Other Property

Pl. Zoning Department

(Please type or print clearly)

Property Owner(s)

Name Larry Joe Cotton		Email Benhannahproperties@gmail.com	
Address 3076 Eastland Boulevard Unit 111			
City Clearwater	State FL	Zip 33761	
Phone 727-243-0547 <i>Area</i>	Fax	Cellular 727-243-0555	<i>Joe</i>

Applicant

Name Larry Joe Cotton		Email Benhannahproperties@gmail.com	
Address 3076 Eastland Boulevard Unit 111			
City Clearwater	State FL	Zip 33761	
Phone 727-243-0547	Fax	Cellular 727-243-0555	

Agent (if applicable)

Name No Agent		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

General Information

Property Location or Address 911 Rivo Place / 805 Live Oak Street, Tarpon Springs Florida, 34689
Legal Description (attach additional sheets as necessary) <i>see Attached Property record data Cards</i>
Tax Parcel Number(s) 07 27 16 75996 001 0570 and 07 27 16 75996 001 0600

Justification for Request: (attach additional sheets as necessary)

The request is to vacate Huey Ave and Maintain Huey Ave for parking. The changes that the City of Tarpon has made to accomodate Lowe's Home improvement has taken away parking from my business.

NOTE: Pursuant to Section 216.01 of the Land Development Code, no vacation shall be approved unless a positive finding, based on competent substantial evidence, either presented at a public hearing held by the Board of Commissioners or reviewed personally by the Board members is made on each of the following standards:

1. That the subject property is not needed for the distribution, expansion or maintenance of existing or future utility services;
2. The property does not provide the sole means of access to an adjoining property;
3. The property is not needed to implement the future circulation plans of the Traffic Circulation Element of the Comprehensive Plan; and,
4. The property does not provide the adjoining neighborhood with a viable access or vista to the City's shoreline.

CITY OF TARPON SPRINGS, FLORIDA
Application for Vacation and Abandonment of
Streets, Rights-of-Way, Easements, Plats or Other Property

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 Aaron Taylor 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: 5-26-21
Date: _____
Date: _____
Date: _____

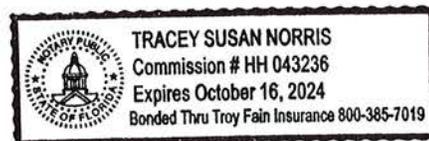
Title Holder: _____
Title Holder: _____
Title Holder: _____
Title Holder: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26 day of May, A.D., 20 21 by Larry Joe Cotton, who is personally known to me or who has produced Florida Dr. License as identification and who did (did not) take an oath.

NOTARY PUBLIC

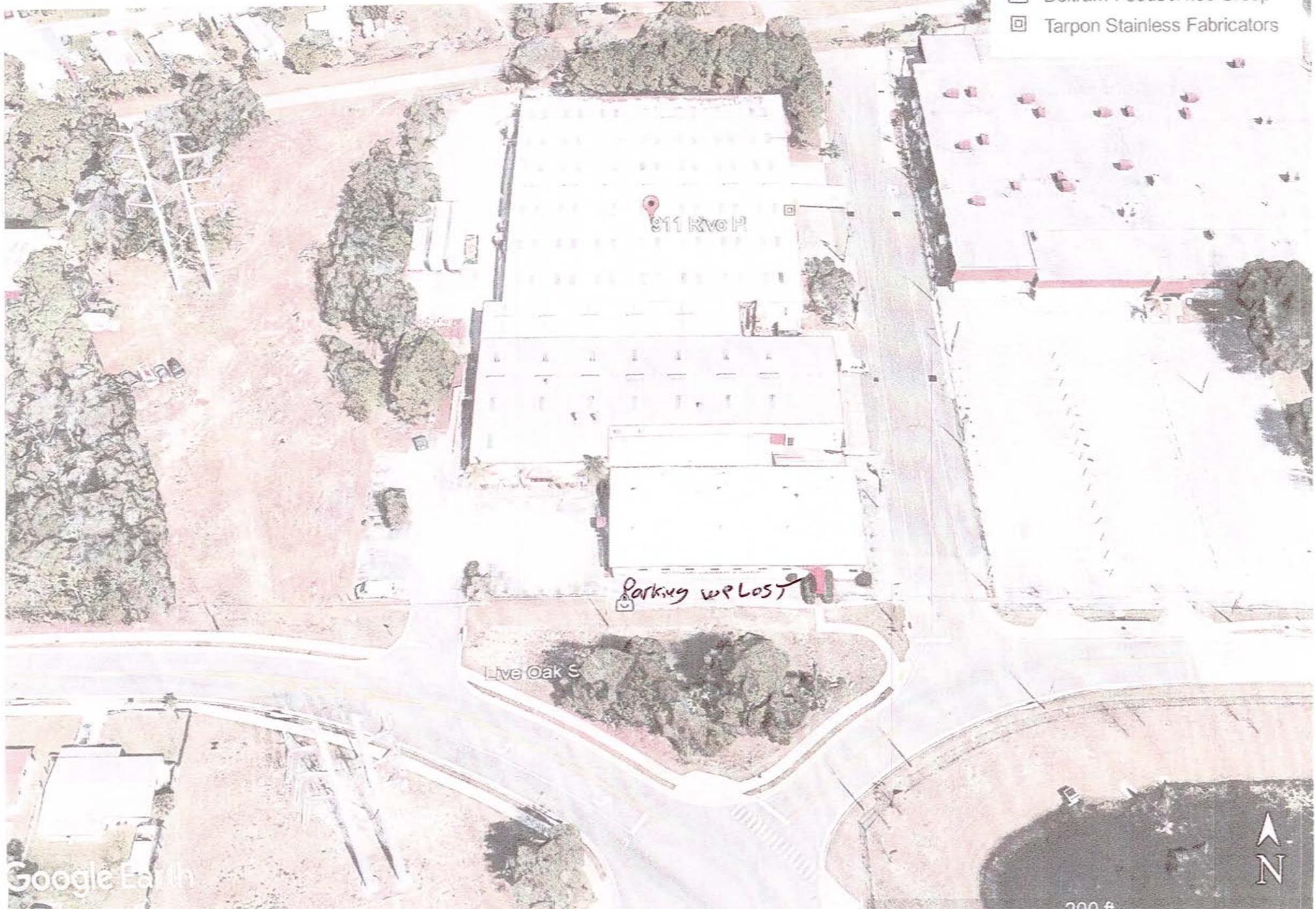
Name: Tracey Norris
Signature: Tracey Norris
Stamp: _____



Parcel ID #'S 072716759960010600 and 072716759960010570

Legend

-  911 Rivo Pl
-  Beltram Foodservice Group
-  Tarpon Stainless Fabricators





March 29, 2019
Aaron Taylor
BenHannah Properties

RE: Request to vacate a Portion of E Live Oak St Right of Way between N Huey Ave & Rivo Pl. and the Portion of N Huey Ave between E Live Oak St & Atlantic Ave

Dear Mr. Taylor,

The Clearwater Gas System (CGS)

- has no objection or conflict with your proposed:
 - vacation
 - plat
 - construction
 - other

- maintains facilities within the area. One of the following conditions must be met prior to the release of a "No Objection" letter:
 - A. The owner/developer must reimburse The Clearwater Gas System for all cost incurred by the relocation of our facilities.

 - B. A utility easement must be platted to encompass existing facilities.

If you have any questions, please contact Jacinta Corcoba at (727) 562-4900 Ext. 7423 or jacinta.corcoba@clearwatergas.com. Or me at (727) 562-4900 Ext. 7426,

Sincerely,

Jeffrey C Buffie
Design & Mapping Technician
Clearwater Gas System



Date: December 5, 2017

Re: Parcel 072716759960010600 and 072716759960010570 Vacate Huey Ave

XXX Bright House Networks has no objections provided easements for our facilities are Retained / granted

Bright House has no objections provided applicant bears the expense for relocation of any Bright House facilities to maintain service to customers affected by the proposed Vacate.

_____ In order to properly evaluate this request, Bright House will need detailed plans of facilities proposed for subject areas.

_____ Bright House has facilities within this area, which may conflict with subject project Please call one call locating. **SEE NOTES**

_____ Bright House requires 30 days written notice prior to construction start date to relocate their facilities.

NOTES:

Sincerely,
Ozzie Perez
Bright House Networks
Field Engineer
Pinellas County
727-329-2817



wow-inc.com

WOW! Internet • Cable • Phone

November 30, 2017

Larry J. Cotton
3062 Eastland Blvd., Unit 206
Clearwater, FL 33761

Re: Petition to vacate the 60' (ft.) wide platted Right-of-Way adjacent to the West parcel lines of
911 Rivo Pl. and 805 Live Oak St. in Tarpon Springs, FL
(Parcel ID's: 07-27-16-75996-001-0600 and 07-27-16-75996-001-0570 respectively)

Mr. Cotton:

Thank you for contacting Wide Open West (WOW!) with the subject request.

XX WOW! has 'NO OBJECTION'.

In order to properly evaluate this request, WOW! **will** need plans identifying the specific area/location concerning the subject request.

WOW! maintains facilities within this area that may conflict with the subject request.
WOW! has no objections provided easements are granted for our utility routes.

Please contact me **with** any questions concerning this response.

WOW!
Jay Young
Construction Technician
3001 Gandy Blvd. N.
Pinellas Park, FL 33782

Sincerely,

Jay Young
Construction Technician
WOW!
(727) 239.0156 Office
(727) 235.1563 Cell

jay.young@wowinc.com

3001 Gandy Blvd N - Pinellas Park, FL 33782



Frontier Communications
3712 W Walnut St.
Tampa, FL USA 33607
Office: (813) 874-4805
Fax: (813) 874-0769
Mobile: (813) 892-9648
Email: daniel.collings@ftr.com

12/7/2017

Attn: Larry Cotton

RE: Vacate easement – Huey Ave

Dear Mr. Cotton,

Our records do not indicate that there are Frontier Communications facilities in the area of the vacate request as per the attachment provided.

Frontier Communications has no objection to the above referenced request as per the attachment.

Frontier Communications has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier Communications facilities to remain in the proposed vacated R.O.W.

Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please contact "Sunshine State One-Call of Florida, Inc." by dialing 811, 48 hours prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Communications Engineering Department in regards to the above project.

Frontier Communications has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier Communications facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier Communications facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (813) 874-4805.

Sincerely,

Daniel Collings
Frontier Communications
Region Rights of Way
& Municipal Affairs Mgr.



REAL ESTATE MANAGEMENT
REAL PROPERTY DIVISION

Real Estate Management
Building Design & Construction Division
Lease Management Division
Fleet Management
Real Property Division
Surplus Warehouse
Young-Rainey STAR Center

MEMORANDUM

TO: City of Tarpon Springs
Aaron Taylor
911 Rivo Place
Tarpon Springs, FL 34689

FROM: Cynthia M. Harris, Real Estate Specialist, Senior

THRU: Sean Tipton, Right-of-Way Permitting Coordinator

SUBJECT: REQUEST FOR NO OBJECTION LETTER

DATE: November 8, 2019

_____ OBJECTION, DO NOT RELEASE FOR THE FOLLOWING REASON:

- _____ There are existing facilities within the requested vacation.
- _____ Subject land is, or is adjacent to, environmentally sensitive land.
- _____ Subject is an open road, used by the public.
- _____ May be required for a future road/drainage project.

Project Name: _____
Funded By: _____ PID NO.: _____

X NO OBJECTION

Our review has determined that the vacation will not have a negative effect on the remaining easement area.

_____ NO OBJECTION

Our Division is not involved with this request.

REVIEWED BY: Cynthia Harris 464-3773 DATE: _____

APPROVED BY:  DATE: 11/19/19
Sean Tipton
Right-of-Way Permitting Coordinator

APPROVED BY: _____ DATE: _____
Paul Cozzie, Bureau Director
Parks and Recreation



REAL ESTATE MANAGEMENT
REAL PROPERTY DIVISION

Real Estate Management
Building Design & Construction Division
Lease Management Division
Fleet Management
Real Property Division
Surplus Warehouse
Young-Rainey STAR Center

MEMORANDUM

TO: City of Tarpon Springs
Aaron Taylor
911 Rivo Place
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THRU: Sean Tipton, Right-of-Way Permitting Coordinator

SUBJECT: REQUEST FOR NO OBJECTION LETTER

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- ___ There are existing facilities within the requested vacation.
- ___ Subject land is, or is adjacent to, environmentally sensitive land.
- ___ Subject is an open road, used by the public.
- ___ May be required for a future road/drainage project.

Project Name: _____
Funded By: _____ PID NO.: _____

NO OBJECTION

Our review has determined that the vacation will not have a negative effect on the remaining easement area.

___ NO OBJECTION

Our Division is not involved with this request.

REVIEWED BY: Cynthia Harris 464-3773 DATE: _____

APPROVED BY: _____ DATE: _____

Sean Tipton
Right-of-Way Permitting Coordinator

APPROVED BY: Paul Cozzie DATE 11/8/19

Paul Cozzie, Bureau Director
Parks and Recreation



City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

Renea Vincent, AICP, CPM
Director

October 25, 2021

Larry Joe Cotton
3076 Eastland Blvd., Unit 111
Clearwater, Florida 33761-4146
C/O: Aaron Taylor, authorized agent
(delivered by email to benhannahproperties@gmail.com)

RE: Application No. 21-39: Vacation of that portion of Huey Avenue adjacent to 911 Rivo Place (Parcel # 07-27-16-75996-001-0600) and 805 Live Oak Street (Parcel ID # 07-27-16-75996-001-0570)

Dear Mr. Taylor:

This letter is provided to inform you that City staff does not object to the proposed vacation of a portion of Huey Avenue adjacent to your property at 911 Rivo Place as represented on the attached survey

The City has determined that the proposed vacation meets the standard of Section 216.01(A)(1)(e) of the Land Development Code. A copy of this letter will be included with the agenda hearing packet for Ordinance 2021-25 to be heard by the Board of Commissioners on November 2, 2021 and November 16, 2021.

Sincerely,


Patricia L. McNeese, AICP
Principal Planner

STAMM

#21-116 & #21-117

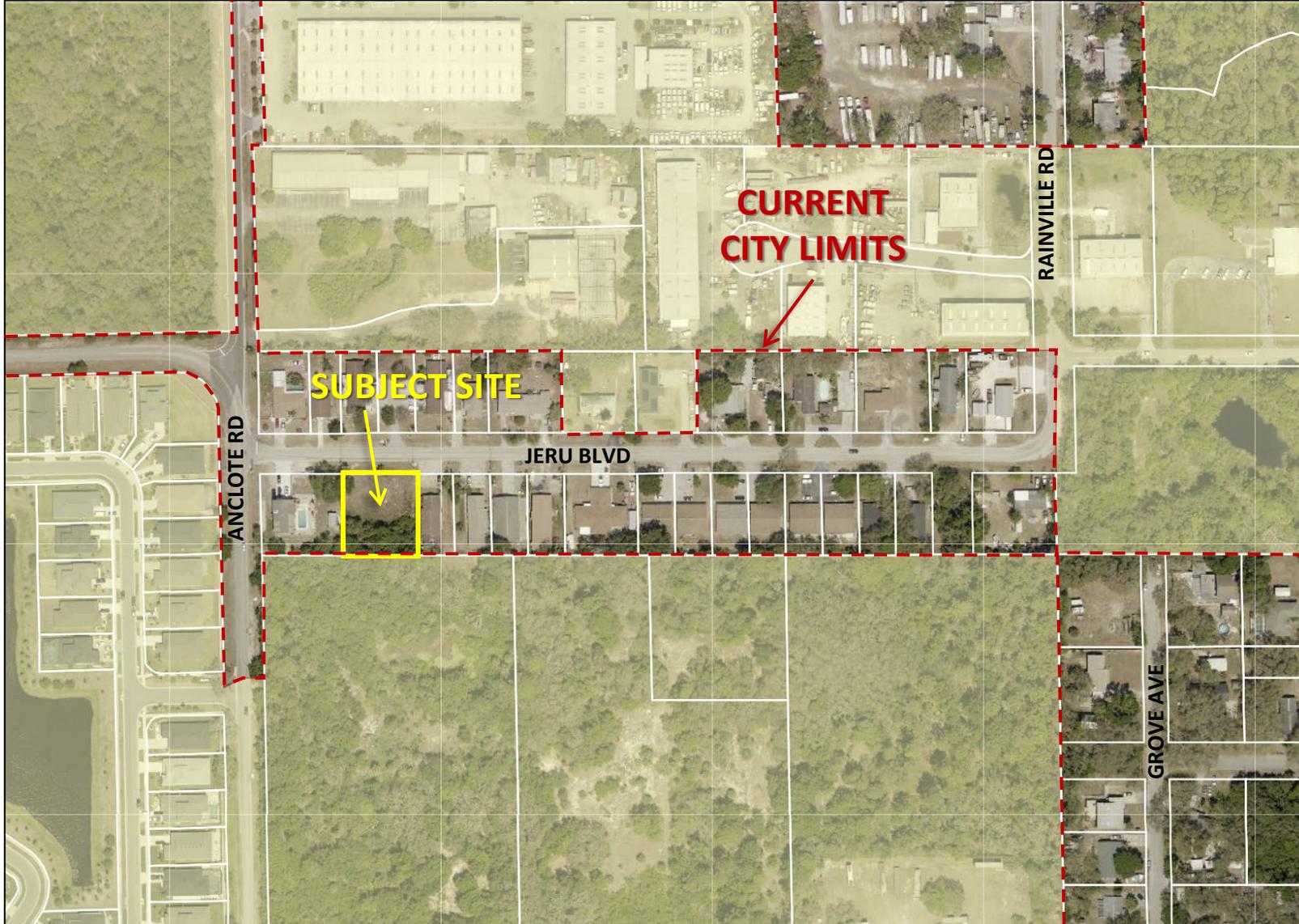
Planning & Zoning Board - October 18, 2021

Board of Commissioners – November 2, 2021

Board of Commissioners – November 16, 2021



SITE LOCATION

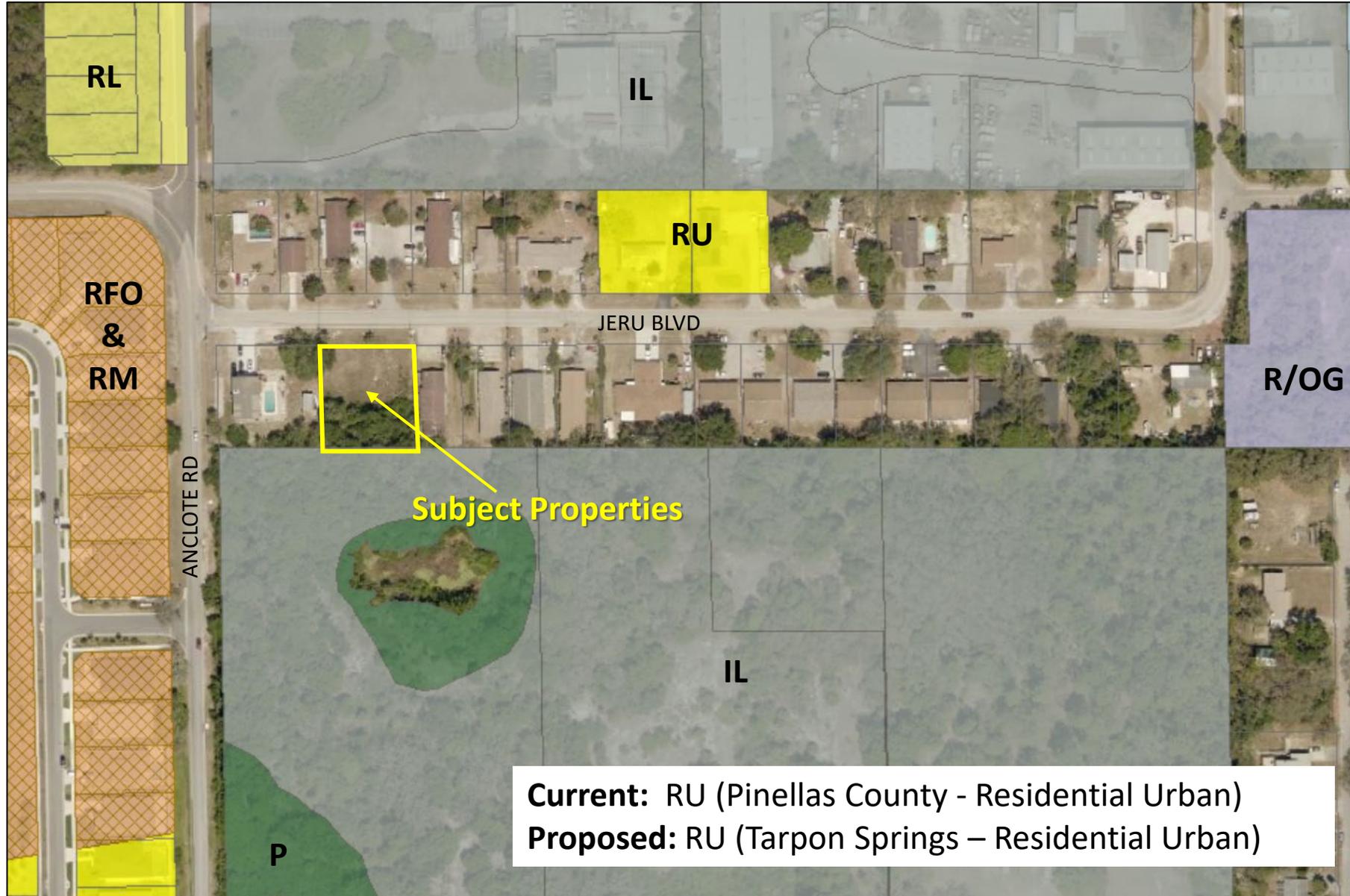


SUMMARY OF REQUESTS

#21-116 & #21-117 – 369 & 379 Jeru Blvd.

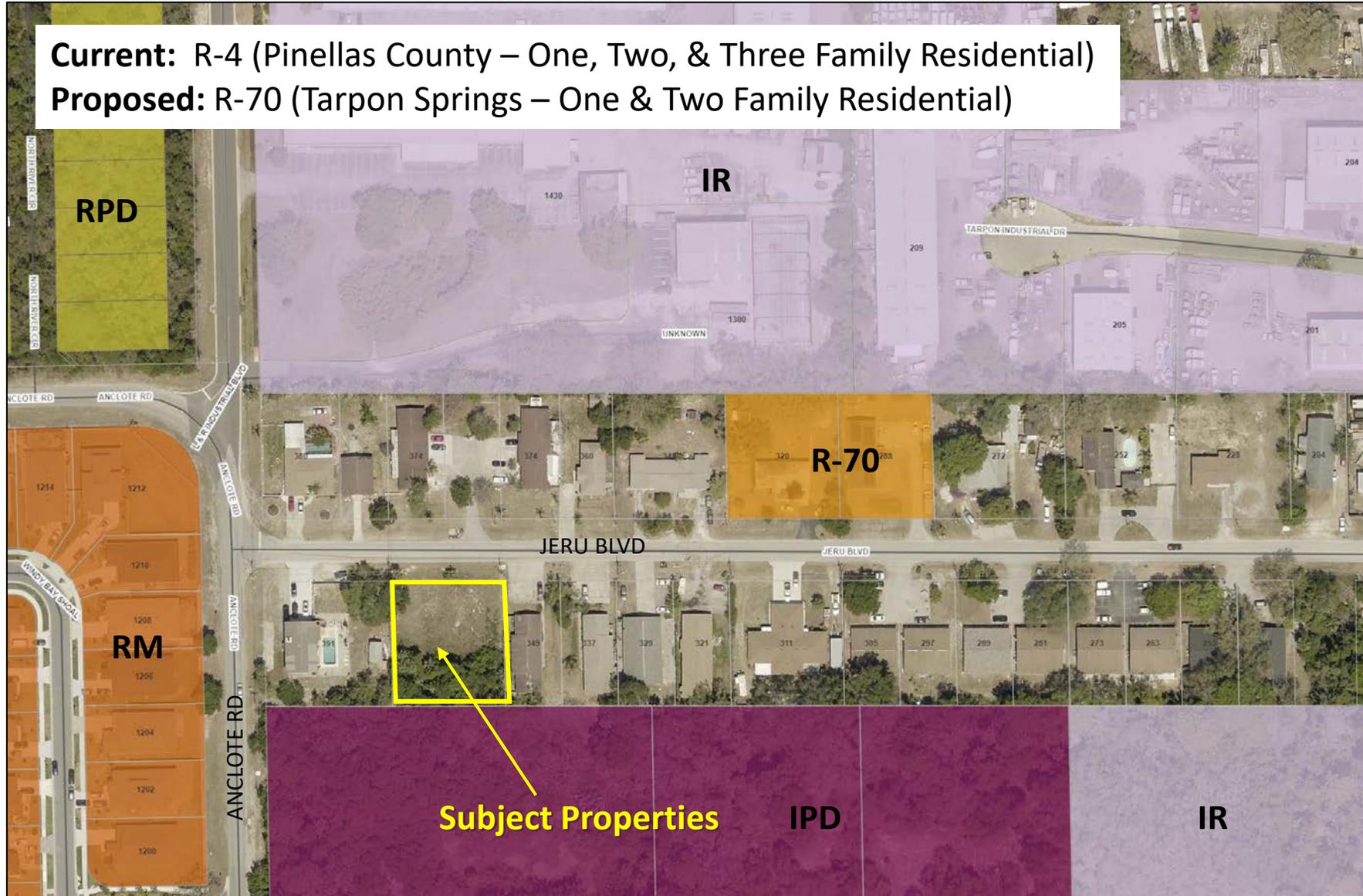
1. **Annex**
 - 0.36 acres (2 Lots) into City of Tarpon Springs
 2. **Future Land Use Map Amendment (FLUM)**
 - Current: RU (Pinellas County – Residential Urban)
 - Proposed: RU (City of Tarpon Springs – Residential Urban)
 3. **Rezoning**
 - Current: R-4 (Pinellas County – One, Two, & Three Family Residential)
 - Proposed: R-70 (Tarpon Springs – One & Two Family Residential)
- **Applicants:**
 - #21-116 – Jonathon Quintero
 - #21-117 – Gregg A. Stamm
 - **Property Owner:** Martha Stamm

SURROUNDING LAND USE



SURROUNDING ZONING

Current: R-4 (Pinellas County – One, Two, & Three Family Residential)
Proposed: R-70 (Tarpon Springs – One & Two Family Residential)



REVIEW CRITERIA - ANNEXATION

- 1) Whether the property in question would create a municipal or county enclave upon annexation; i.e. whether the area to be annexed is contiguous to the City's boundaries and is reasonably compact.
- 2) The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.
- 3) Whether the property in question is consistent with the City's Future Land Use Map Series and the terms of the City's Interlocal Planning Agreement with Pinellas County.
 - a) *Is the subject property within the City of Tarpon Springs Planning Area as defined by the Tarpon Springs Comprehensive Plan and the Agreement?*
 - b) *Has the Owner assented to the City's Comprehensive Plan as it applies to the subject property and is the density or intensity of the proposed use(s) equal to or less than the County's Comprehensive Plan?*
 - c) *Are the existing or proposed designations more intensive than those of the current County Comprehensive Land Use Plan requiring the processing of a land use plan amendment in accordance with the procedures contained in Chapter 163.3184, Florida Statutes?*

REVIEW CRITERIA – FLUM AMENDMENT

- 1) Generally consistent with the applicable Comprehensive Plan policies.
- 2) Consistency with the Countywide Plan.

REVIEW CRITERIA - REZONING

- 1) The amendment is consistent with the goals, objectives and policies of the Tarpon Springs Comprehensive Plan.
- 2) The available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.
- 3) The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
- 4) The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, waste and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated.

PRELIMINARY STAFF RECOMMENDATION

- **#21-116 & #21-117 – *Approval of the Following:***
 - **Ordinance 2021-21** – Annexation of +/- 0.36 acres into Tarpon Springs
 - **Ordinance 2021-22** – Amending FLUM from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban)
 - **Ordinance 2021-23** – Amending Zoning Atlas from Pinellas County R-4 (One, Two, & Three Family Residential) to City of Tarpon Springs R-70 (One & Two Family Residential)

PLANNING & ZONING BOARD RECOMMENDATION

The Planning & Zoning Board held a public hearing on October 18, 2021 and unanimously recommended ***approval*** of the following:

- **Ordinance 2021-21** – Annexation of +/- 0.36 acres into Tarpon Springs
- **Ordinance 2021-22** – Amending FLUM from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban)
- **Ordinance 2021-23** – Amending Zoning Atlas from Pinellas County R-4 (One, Two, & Three Family Residential) to City of Tarpon Springs R-70 (One & Two Family Residential)

Public Comment – None.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[OCTOBER 18, 2021 / NOVEMBER 2, 2021 & NOVEMBER 16, 2021]

STAFF REPORT

Application No. / Project Title: #21-116 & #21-117 (Stamm)
Staff: Allie Keen, AICP, Senior Planner
Applicant / Owner: #21-116 – Jonathon Quintero / Martha Stamm
#21-117 – Gregg A. Stamm / Martha Stamm
Property Size: +/- 0.36 Acres
Current Zoning: Pinellas County – R-4 (One, Two, & Three Family Residential)
Proposed Zoning: R-70 (One & Two Family Residential)
Current Land Use: Pinellas County – RU (Residential Urban)
Proposed Land Use: RU (Residential Urban)
Location / Parcel ID: 369 & 379 Jeru Boulevard /
01-27-15-38772-002-0030 & 01-27-15-38772-002-0040

BACKGROUND SUMMARY:

The applicants are requesting annexation of approximately 0.36 acres (comprised of 2 lots) in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban), and, a rezoning of the properties from Pinellas County R-4 (One, Two, & Three Family Residential) to City of Tarpon Springs R-70 (One & Two Family Residential).

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends approval of the following:

1. **Ordinance 2021-21** annexing approximately 0.36 acres into the City of Tarpon Springs municipal boundary.
2. **Ordinance 2021-22** amending the Future Land Use Map (FLUM) from Pinellas County land use designation RU (Residential Urban) to City of Tarpon Springs land use designation RU (Residential Urban).
3. **Ordinance 2021-23** amending the Official Zoning Atlas from Pinellas County zoning designation R-4 (One, Two, & Three Family Residential) to City of Tarpon Springs zoning designation R-70 (One & Two Family Residential).

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board, with five (5) Board members in attendance, held a public hearing on this application at their regular meeting of October 18, 2021. The Board unanimously recommended approval of Ordinance 2021-21, Ordinance 2021-22, and Ordinance 2021-23. There was no public comments at the hearing.



CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant
Site Features:	Trees and some vegetation
Vehicle Access:	This property gains access from Jeru Boulevard.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	Pinellas County – R-4 (One, Two, & Three Family Residential)	Pinellas County – RU (Residential Urban)
South:	IPD (Industrial Planned Development)	IL (Industrial Limited)
East:	Pinellas County – R-4 (One, Two, & Three Family Residential)	Pinellas County – RU (Residential Urban)
West:	Pinellas County – R-4 (One, Two, & Three Family Residential)	Pinellas County – RU (Residential Urban)

ZONING DISTRICT SUMMARY (EXISTING / PROPOSED):

Dimensional Regulations	Current Zoning: Pinellas County – R-4	Proposed Zoning: R-70
Max. Density	Per Pinellas County FLUM Designation	6 du/ac
Lot Standards:		
Min. Lot Area	5,000 square feet	7,000 square feet
Min. Lot Width	50 feet	60 feet
Min. Lot Depth	80 feet	80 feet
Max. Height	35 feet	35 feet
Setbacks:		
Front Yard	Structure = 20 feet Porch, Patio, Deck = 10 feet	25 feet
Side Yard	6 feet	7.5 feet
Side Street	10 feet	15 feet
Rear Yard	10 feet	20 feet
Min. Net Floor Area	n/a	1,000 square feet

PLANNING CONSIDERATIONS:

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

1. The subject properties are located in unincorporated Pinellas County and are zoned R-4 (One, Two, and Three Family Residential) with a Residential Urban (RU) FLUM designation. The applicants are



seeking voluntary annexation into the City of Tarpon Springs to connect to City water and sanitary sewer services for the purpose of constructing a single-family home on each lot.

2. These applications are accompanied by a request for rezoning to R-70 (One & Two Family Residential) and a FLUM amendment to RU (Residential Urban). The proposed requests do not require an amendment to the Countywide Plan's land use designation.
3. The subject properties are contiguous to the City's municipal boundary along the southern property lines.
4. Most of the properties on Jeru Boulevard are located in unincorporated Pinellas County, however, over the past several years there have been a few properties that have annexed into the City of Tarpon Springs in order to connect to City utilities.
5. Based on the size of the subject site, a maximum of 2 dwelling units would be permitted on the entire 0.36 acre site due to the minimum lot requirements of the R-70 zoning district and the allowable density of the RU (Residential Urban) land use category.

REVIEW STANDARDS / STAFF ANALYSIS - ANNEXATION:

Section 208.00 of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 171.043, Florida Statutes provide standards for annexations. These standards, along with planning staff's analysis are provided below:

1. **Whether the property in question would create a municipal or county enclave upon annexation; i.e.: whether the area to be annexed is contiguous to the City's boundaries and is reasonably compact.**

Staff Analysis: The properties are contiguous to the existing Tarpon Springs municipal limits on the south side and will not create an enclave.

2. **The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.**

Staff Analysis: The properties have the following public facilities service characteristics:

- Potable water service is available from the City of Tarpon Springs. The City has the capacity to provide service to these properties.
- Sanitary sewer service is available from the City of Tarpon Springs. The City has the capacity to provide service to these properties.
- Fire service will be provided by Tarpon Springs Fire Rescue.
- The roadway adjacent to the proposed annexation is under the jurisdiction of Pinellas County (Jeru Boulevard).
- The project is within the City's solid waste service area. The City has the ability to provide solid waste service to these properties.

3. **Whether the property in question is consistent with the City's Future Land Use Map Series and the terms of the City's Interlocal Planning Agreement with Pinellas County.**

- a. **Is the subject property within the City of Tarpon Springs Planning Area as defined by the Tarpon Springs Comprehensive Plan and the Agreement?**

Staff Analysis: The subject property is within the Tarpon Springs Planning Area as defined by the Tarpon Springs Comprehensive Plan. In September 2007, a state appeals court released a decision invalidating Pinellas County Ordinance No. 00-63. Ordinance 00-63 was approved by voters in a November 2000 referendum and the ordinance replaced certain state laws governing voluntary annexation with local procedures that were intended to encourage better planning. Chief among the provisions was a set of boundaries delineating unincorporated areas eligible for annexation by specific municipalities.



The court affirmed that Pinellas County has the authority to create its own voluntary annexation procedures but stated that they must be written into the county charter, which was not part of the original referendum. Therefore, Ordinance No. 00-63 is no longer in effect. Pinellas County has been notified of the application in accordance with state law.

- b. Has the Owner assented to the City’s Comprehensive Plan as it applies to the subject property and is the density or intensity of the proposed use(s) equal to or less than the County’s Comprehensive Plan?**

Staff Analysis: The owner has voluntarily agreed to the above pursuant to the applications on file with the Planning and Zoning Department. The proposed intensity of the property is equal to that addressed in the Pinellas County Comprehensive Plan. The requested zoning of R-70 is consistent with the RU (Residential Urban) land use designation.

- c. Are the existing or proposed designations more intensive than those of the current County Comprehensive Land Use Plan requiring the processing of a land use plan amendment in accordance with the procedures contained in Chapter 163.3184, Florida Statutes?**

Staff Analysis: The intensity of the proposed future land use plan amendment and zoning map amendment to the Tarpon Springs Comprehensive Plan and the Official Zoning Atlas, respectively, are consistent with the intensities addressed in the current Pinellas County Comprehensive Plan and the Pinellas County Land Development Code for the subject properties.

REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT

Future Land Use Map Amendment

The Future Land Use Map amendment is a legislative decision of the Board of Commissioners. The standards for the current and proposed future land use categories are summarized below:

	Current FLU: Pinellas County – RU (Residential Urban)	Proposed FLU: Tarpon Springs - RU (Residential Urban)
Intent:	It is the purpose of this category to depict those areas of the County that are now developed, or anticipated to be developed, in an urban low density residential manner, and to recognize such areas as primarily well-suited for residential uses that are consistent with the urban qualities and natural resource characteristics of such areas.	Intended for areas in close proximity to urban activity centers and is generally intended for areas that are to be developed in an urban low density residential manner. This category is generally intended to serve as a transition between suburban and urban residential areas.
Primary Uses:	Residential	Residential
Max. Density:	7.5 du/ac	7.5 du/ac
Max. Floor Area Ratio (FAR):	0.40	0.40
Max. Impervious Surface Ratio (ISR):	0.65	0.65



Staff Analysis: The proposed land use designation is equivalent to the current Pinellas County designation in terms of intent, density, and intensity. The need for the amendment is due to the voluntary annexation into the City of Tarpon Springs for the purpose of connecting to City water and sewer services.

REVIEW STANDARDS / STAFF ANALYSIS - REZONING:

Section 207.03(A) of the Tarpons Springs Comprehensive Zoning and Land Development Code provides standards for zoning map amendments. These standards, along with planning staff's analysis are provided below:

1. The amendment is consistent with the goals, objectives and policies of the Tarpon Springs Comprehensive Plan.

Staff Analysis: See the above analysis of the FLUM amendment to RU (Residential Urban). The proposed R-70 zoning district is consistent with the RU FLUM category and the goals, objectives and policies of the Comprehensive Plan.

2. The available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.

Staff Analysis: The property is located along a residential street that has a mix of single family, two-family, and three-family dwellings. The applicants propose to develop each lot with a single-family residence. The proposed R-70 (One & Two Family Residential) zoning district is appropriate and compatible with the existing and planned uses in this area.

3. The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Staff Analysis: The proposed amendment will permit the construction of two single-family homes in an area where public infrastructure is already in place. This amendment promotes orderly and efficient development of an existing residential neighborhood that is surround by the Tarpon Springs municipal boundary.

4. The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, waste and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.

Staff Analysis: This proposal is not expected to affect the capacity of, or the level of service standards of, any public facilities.

TECHNICAL REVIEW COMMITTEE:

TRC reviewed this project on November 9, 2021, for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing. There were no further comments from the TRC.

PUBLIC CORRESPONDENCE:

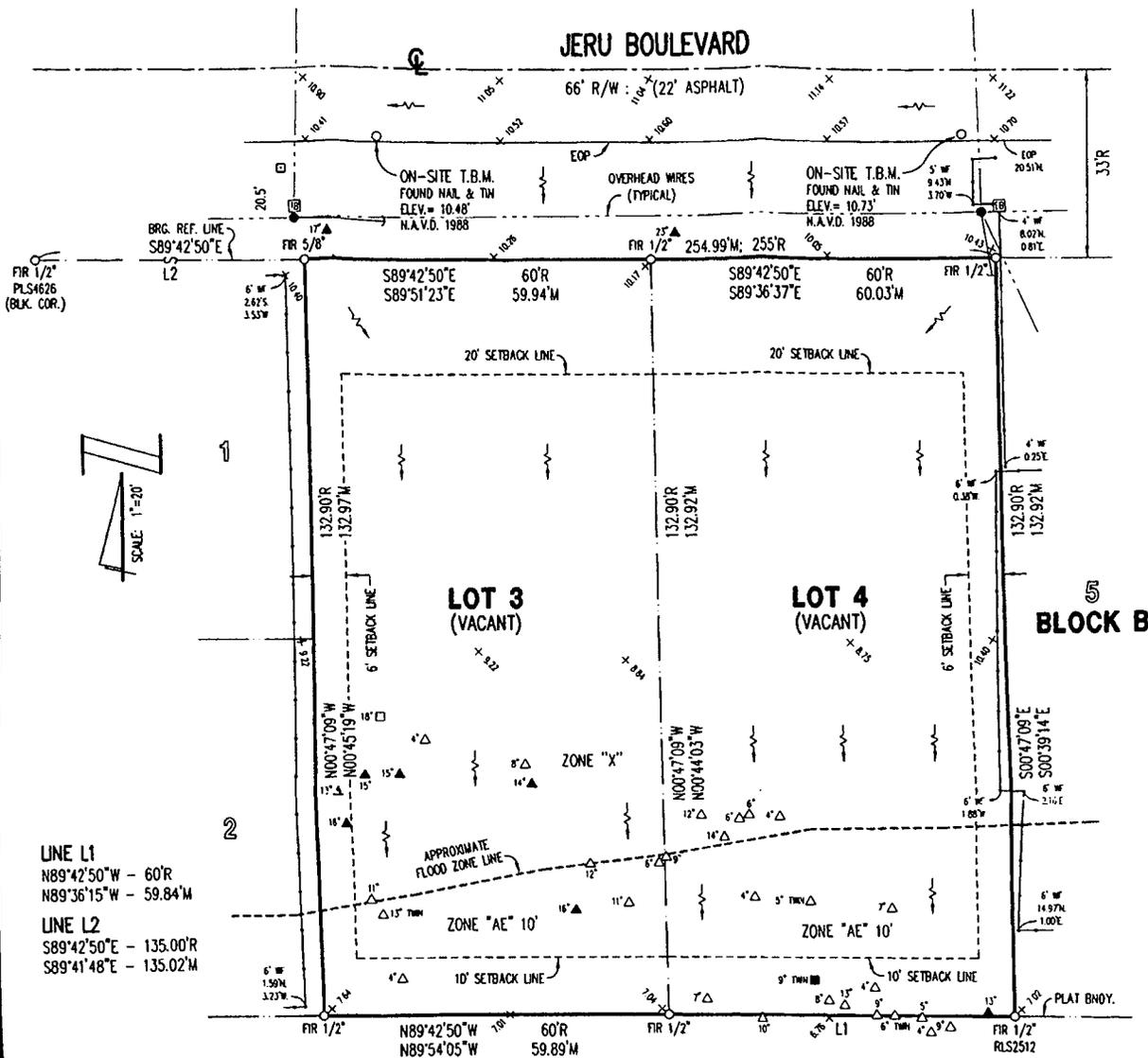
The property owners within 500 feet were sent written notification in accordance with Section 206.00(J)(4) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 166.041, Florida Statutes. Notice was advertised in the *Tampa Bay Times*. Staff has not received any responses to these notices.



ATTACHMENTS:

1. Slide Presentation
2. Survey
3. Draft Ordinances 2021-21; 2021-22; 2021-23

BOUNDARY SURVEY - SHEET 1 OF 2



LINE L1
 N89°42'50"W - 60'R
 N89°36'15"W - 59.84'M

LINE L2
 S89°42'50"E - 135.00'R
 S89°41'48"E - 135.02'M

62
 TAMPA & TARPON SPRINGS LAND CO.
 P.B. H1, PG. 116

SETBACK NOTES

BUILDING SETBACKS:

FRONT: 20 FEET
 SIDES: 6 FEET
 REAR: 10 FEET

NOTE: THE ABOVE DATA
 WAS OBTAINED FROM PINELLAS COUNTY
 ZONING CONTACTED AT 464-8200.

LEGEND

- ⊠ - ELECTRIC BOX
- + 0.00 - ELEVATION
- - FLOW ARROW
- - POWER POLE
- - SIGN
- ⊞ - TELCOM BOX
- - GUY WIRE
- ⊠ - OAK
- ⊡ - PALM
- ⊠ - PINE
- ⊠ - UNKNOWN

LEGAL DESCRIPTION

LOTS 3 AND 4, BLOCK B, HIGHLAND GROVE MANOR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 8, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE X AND ZONE X (SHADED), IN ACCORDANCE WITH THE FIRM MAP OF PINELLAS COUNTY, COMMUNITY NUMBER 125139 (MAP NUMBER 12103C-0017-G), MAP DATED SEPTEMBER 3, 2003.

PREPARED FOR

NIKITAS KAZOURIS

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 George A. Shimp II & Associates, Inc.
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 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 SJ-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

George A. Shimp II
 GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512
 THIS SURVEY IS NOT COMPLETE OR VALID WITHOUT THE SURVEYOR'S REPORT (SHEET 2)

JOB NUMBER: 190177A DATE SURVEYED: 7-29-2020
 DRAWING FILE: 190177A.DWG DATE DRAWN: 7-30-2019
 LAST REVISION: N/A X REFERENCE: N/A

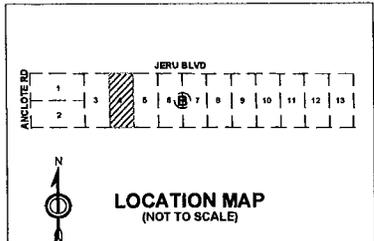
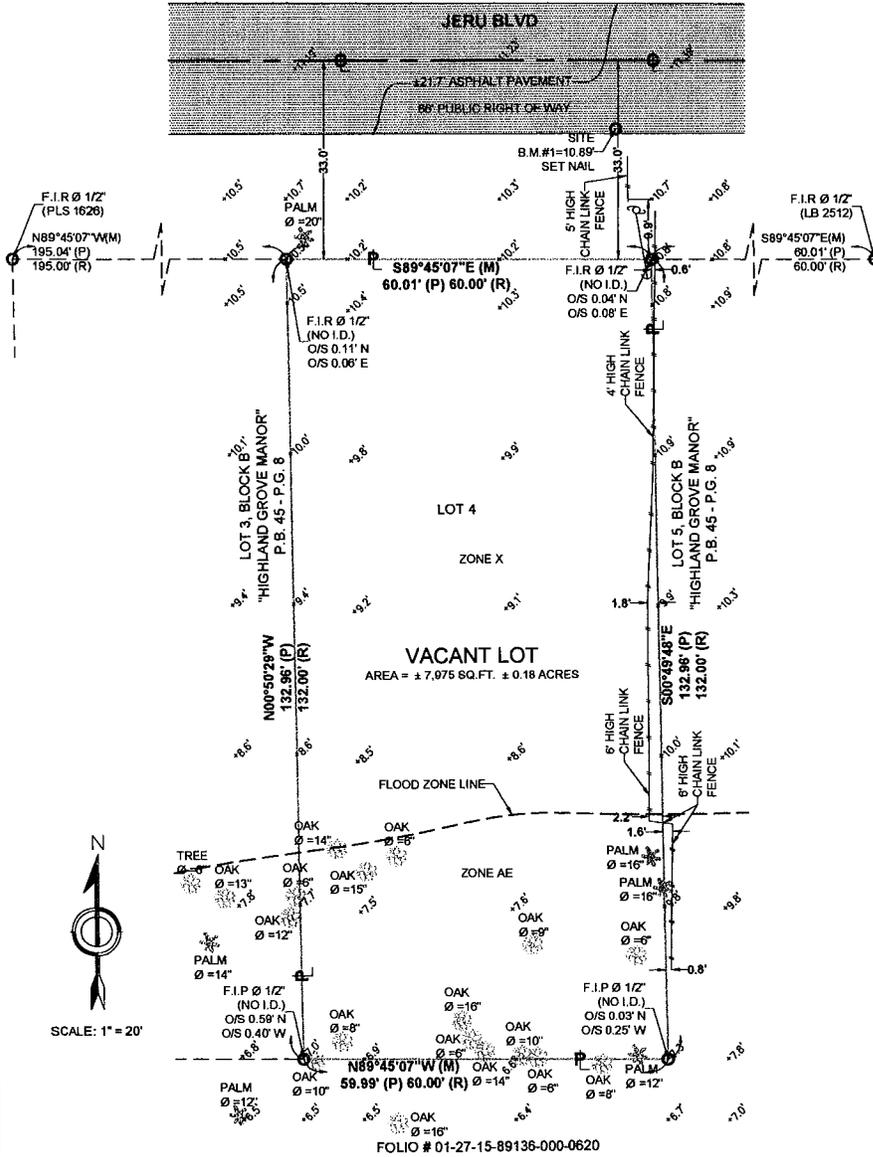


GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED
 LAND SURVEYORS LAND PLANNERS
 3301 DeSOTO BOULEVARD, SUITS D
 PALM HARBOR, FLORIDA 34689
 PHONE (727) 784-5496 FAX (727) 786-1256

S.O.
 LB 1834

BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 01, TOWNSHIP 27S, RANGE 15E. PINELLAS COUNTY



LEGEND

- CENTER LINE
- PROPERTY CORNER
- PROPERTY LINE
- PALM & TRUNK TREE
- CANOPY & TRUNK TREE
- PINE & TRUNK TREE
- MANHOLE (SANITARY SEWER)
- GROUND ELEVATION
- PAVEMENT ELEVATION
- POWER POLE WITH TRANSFORMER
- UTILITY POLE
- GUY WIRE
- OPTICAL FIBER (VERIZON)

ABBREVIATIONS

- BC=BLOCK CORNER
- (C)=CALCULATED
- (M)=MEASURED
- (R)=RECORD
- (P)=PRORATED
- TYP.=TYPICAL
- P.B.=PLAT BOOK
- P.G.=PAGE
- F.I.R.=FOUND IRON ROD
- F.I.P.=FOUND IRON PIPE
- S.I.R.=SET IRON ROD
- I.D.=IDENTIFICATION
- F/C=FENCE CORNER
- B.M.=BENCHMARK

PROPERTY ADDRESS:
 XXXX JERU BLVD,
 TARPON SPRINGS, FL 33689
 (FOLIO NO. 01-27-15-38772-002-0040)

DESCRIPTION:
 LOT 4, BLOCK B, "HIGHLAND GROVE MANOR", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45 AT PAGE 8 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
 COMMUNITY: PINELLAS COUNTY - 125139
 MAP/PANEL NO. 121030017G
 SUFFIX: G
 FIRM DATE: 09/03/2003
 FLOOD ZONE: X & AE + 1'

THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE MAP OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PINELLAS COUNTY, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THE MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALE IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS BROUGHT TO THE FACT THAT SAID DRAWING MAY BE ALTERED IN SCALE BY THE REPRODUCTION PROCESS.

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A TOPOGRAPHIC SURVEY ONLY AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY BOARD, COMMISSION OR OTHER ENTITY.

THE ELEVATIONS OF WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 1/10 FOOT FOR NATURAL GROUND SURFACES AND 1/100 FOOT FOR HARDSCAPE SURFACES, INCLUDING PAVEMENTS, CURBS AND OTHER MAN-MADE FEATURES AS MAY EXIST.

BENCH MARK: GPS-NAIL ELEVATION: 10.89 FEET (NAVD88)

LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.

WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT UNLESS OTHERWISE SHOWN.

BEARINGS AS SHOWN HEREON ARE BASED UPON AN ASSUMED VALUE OF S89°45'07"E FOR THE SOUTH RIGHT OF WAY LINE OF JERU BLVD AS DEPICTED ON THE MAP OF SURVEY.

LEGAL DESCRIPTION SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR RECORDED EASEMENTS.

THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP, POSSESSION OR OCCUPATION OF THE SUBJECT PROPERTY BY ANY ENTITY OR INDIVIDUAL.

SUBSURFACE IMPROVEMENTS AND/OR ENCROACHMENTS WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN.

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NO TREES FOUND 20' AWAY FROM PROPERTY UNLESS DEPICTED ON THIS MAP.

CERTIFY TO:

STAMM, MARTHA L

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "TOPOGRAPHIC SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "TOPOGRAPHIC SURVEY" MEETS THE INTENT OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

GPS
 GLOBAL PROJECTS SURVEYING
 PROFESSIONAL SURVEYOR AND MAPPER
 PHONE: (813) 423-3483
 FAX: (813) 388-0111
 www.gpsflorida.net

ORIGINAL FIELD DATE: 12/29/2020
 REVISIONS:

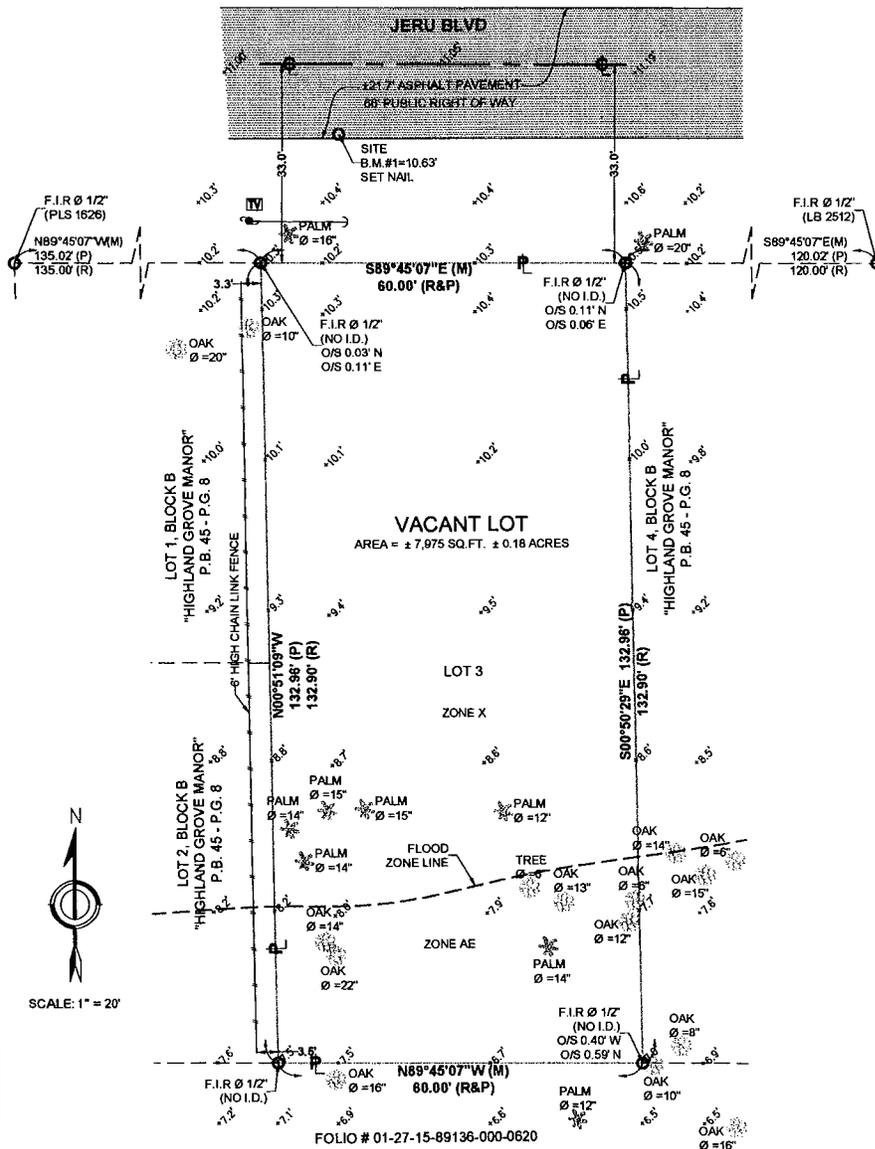
JOB NO. 20-2651
 DRAWN: VJZ

SHEET 1/1

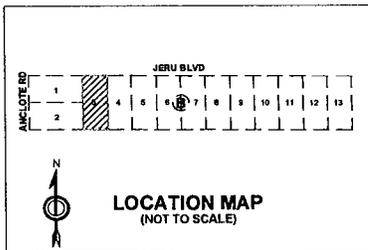
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 Date: 2021.07.14 14:52:08 -04'00

BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 01, TOWNSHIP 27S, RANGE 15E. PINELLAS COUNTY



SCALE: 1" = 20'



LEGEND

- CENTER LINE
- PROPERTY CORNER
- PROPERTY LINE
- PALM & TRUNK TREE
- CANOPY & TRUNK TREE
- PINE & TRUNK TREE
- MANHOLE (SANITARY SEWER)
- GROUND ELEVATION
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- I.D. = IDENTIFICATION
- FC = FENCE CORNER
- B.M. = BENCHMARK

PROPERTY ADDRESS:
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TARPON SPRINGS, FL 33689
 (FOLIO NO. 01-27-15-38772-002-0030)

DESCRIPTION:
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FLOOD ZONE INFORMATION:
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 MAP/PANEL NO. 121030017G
 SUFFIX: G
 FIRM DATE: 08/03/2003
 FLOOD ZONE: X & AE + 10'

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STAMM, MARTHA L

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 PROFESSIONAL SURVEYOR AND MAPPER
 PHONE: (813) 423-3483
 FAX: (813) 398-0111
 www.gpsflorida.net

ORIGINAL FIELD DATE	12/29/2020	JOB NO.	20-2650
REVISIONS:		DRAWN	VJZ

SHEET 1/1

Digitally signed by Julio C Rodriguez
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 Date: 2021.07.14 14:51:42 -04'00



ORDINANCE 2021-21

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA ANNEXING 0.36 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 369 & 379 JERU BOULEVARD, LOTS 3 & 4, BLOCK B, HIGHLAND GROVE MANOR SUBDIVISION, LOCATED ON THE SOUTH SIDE OF JERU BOULEVARD, APPROXIMATELY 140 FEET EAST OF ANCLOTE ROAD, (APPLICATIONS #21-116 & #21-117); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has submitted for building permits with Pinellas County; and

WHEREAS, subsequent Utility Availability Statements from the City of Tarpon Springs identified the properties as contiguous to the City of Tarpon Springs Municipal Boundary, requiring application for annexation into the City of Tarpon Springs, and

WHEREAS, the property owner of record has requested to annex said property described in Exhibit A; and,

WHEREAS, the applicant has completed permit review through Pinellas County; and,

WHEREAS, the City of Tarpon Springs will accept an approved building permit from Pinellas County; and,

WHEREAS, the parcel is contiguous to the City of Tarpon Springs municipal boundary and is located within the City's planning area; and,

WHEREAS, annexation of the property will not create an enclave; and,

WHEREAS, the City of Tarpon Springs can provide services to the property; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this annexation Ordinance on October 18, 2021; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That this Ordinance will not create an enclave upon annexation.
2. That the annexation of the property will not have an adverse impact upon public facilities.
3. That the City will be able to provide public services to the property upon annexation.
4. That the property is consistent with the City's Future Land Use Map.

Section 2. ANNEXATION

In accordance with Chapter 171.044, F.S. the property described in Exhibit A, is hereby annexed from unincorporated Pinellas County into the corporate limits of the City of Tarpon Springs and the boundaries of Tarpon Springs are hereby redefined to include the described property.

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption.

DRAFT

Ordinance 2021-21. Exhibit A

Lot 4, Block B, "Highland Grove Manor Subdivision", according to the plat thereof as recorded in Plat Book 45 at Page 8 of the Public Records of Pinellas County, Florida.

and,

Lot 3, Block B, "Highland Grove Manor Subdivision", according to the plat thereof as recorded in Plat Book 45 at Page 8 of the Public Records of Pinellas County, Florida.

DRAFT

ORDINANCE 2021-22

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR 0.36 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 369 & 379 JERU BOULEVARD, LOTS 3 & 4, BLOCK B, HIGHLAND GROVE MANOR SUBDIVISION, LOCATED ON THE SOUTH SIDE OF JERU BOULEVARD, APPROXIMATELY 140 FEET EAST OF ANCLOTE ROAD, FROM, PINELLAS COUNTY LAND USE DESIGNATION RU (RESIDENTIAL URBAN) TO CITY OF TARPON SPRINGS LAND USE DESIGNATION RU (RESIDENTIAL URBAN) (APPLICATIONS #21-116 & #21-117); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of said property totaling 0.36 acres, more or less, has applied to amend the Future Land Use Map designation of the property from the Pinellas County RU (Residential Urban) category to the City of Tarpon Springs RU (Residential Urban) category; and,

WHEREAS, the permitted uses within the RU (Residential Urban) land use designation are compatible with the surrounding and existing land uses; and,

WHEREAS, the property owner has also applied to re-zone the property from the Pinellas County R-4 (One, Two, and Three Family Residential) zoning district to the City of Tarpon Springs R-70 (one and Two Family Residential) zoning district; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this application on October 18, 2021; and,

WHEREAS, this Ordinance has been duly advertised in accordance with the requirements of Chapter 171, F.S. and the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That the Board of Commissioners finds that this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. The Board of Commissioners finds that this amendment to RU (Residential Low) land use designation is appropriate.

Section 2. LAND USE PLAN DESIGNATION

The Future Land Use Map of the Future Land Use Plan Element of the Tarpon Springs Comprehensive Plan is hereby amended to Residential Urban for the property described as “Lots 3 and 4, Block B, “Highland Grove Manor Subdivision”, according to the plat thereof as recorded in Plat Book 45 at Page 8 of the Public Records of Pinellas County, Florida.”

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon approval, contingent upon approval of Ordinance 2021-21 for annexation, and, in conjunction with approval of Ordinance 2021-23 for rezoning.

DRAFT

ORDINANCE 2021-23

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF TARPON SPRINGS FOR 0.36 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 369 & 379 JERU BOULEVARD, LOTS 3 & 4, BLOCK B, HIGHLAND GROVE MANOR SUBDIVISION, LOCATED ON THE SOUTH SIDE OF JERU BOULEVARD, APPROXIMATELY 140 FEET EAST OF ANCLOTE ROAD, FROM, PINELLAS COUNTY ZONING DESIGNATION R-4 (ONE, TWO, & THREE FAMILY RESIDENTIAL) TO CITY OF TARPON SPRINGS ZONING DESIGNATION R-70 (ONE & TWO FAMILY RESIDENTIAL) (APPLICATIONS #21-116 & #21-117); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said parcel has requested to amend to the zoning district designation of said parcel from the Pinellas County R-4 (One, Two, and Three Family Residential) zoning district to the City of Tarpon Springs R-70 (One and Two Family Residential) zoning district; and,

WHEREAS, the applicant is also requesting a change to the Future Land Use designation from Pinellas County Ru (Residential Urban) to the City of Tarpon Springs RU (Residential Urban) category; and,

WHEREAS, the proposed R-70 (One and Two Family Residential) zoning district is consistent with the proposed future land use category of RU (Residential Urban); and,

WHEREAS, the planned uses within the R-70 District are compatible with surrounding and existing land uses; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this rezoning Ordinance on October 18, 2021; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That the Board of Commissioners finds that this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.
2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.
3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Section 2. ZONING ATLAS AMENDMENT

That the Official Zoning Atlas of the City of Tarpon Springs is hereby amended for the property described as “Lots 3 and 4, Block B, “Highland Grove Manor Subdivision”, according to the plat thereof as recorded in Plat Book 45 at Page 8 of the Public Records of Pinellas County, Florida.”

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon approval, contingent upon approval of Ordinance 2021-21 for annexation, and, in conjunction with approval of Ordinance 2021-22 for future land use map amendment.



MEMORANDUM

To: Board of Commissioners
Staff: Renea Vincent, AICP, CPM, Planning Director
Date: October 25, 2021
Subject: Application #21-105 – Northside Engineering - Rezoning & Land Use Amendment Deferred

Application #21-105 includes three parts:

1. **Annexation** into the City of Tarpon Springs municipal boundary (Ordinance 2021-18).
2. **Future Land Use Amendment** request to amend the land use to the CN (Commercial Neighborhood) category (Ordinance 2021-19).
3. **Rezoning** request to amend the zoning of the property to the NB (Neighborhood Business) zoning district (Ordinance 2021-20).

The staff report included in this packet covers all three of the above requests. However, due to an error in the public notice for the rezoning, the rezoning and future land use amendment portion of Application #21-105 will be deferred to the November 15, 2021, Planning and Zoning Board meeting.

The Board of Commissioners will only need to take action on the Annexation request at the November 2, 2021 hearing. The annexation is not dependent on the future land use and rezoning amendment; therefore it can continue to be processed separately.

The following outlines the public hearing dates for each request included in this application:

- Annexation
 - October 18, 2021 – Planning & Zoning Board – *Recommended Approval*
 - November 2, 2021 – Board of Commissioners 1st Reading
 - November 16, 2021 – Board of Commissioners 2nd Reading
- Rezoning & Land Use Amendment
 - November 15, 2021 – Planning & Zoning Board
 - Board of Commissioners 1st & 2nd – Date to Be Determined

NORTHSIDE ENGINEERING #21-105

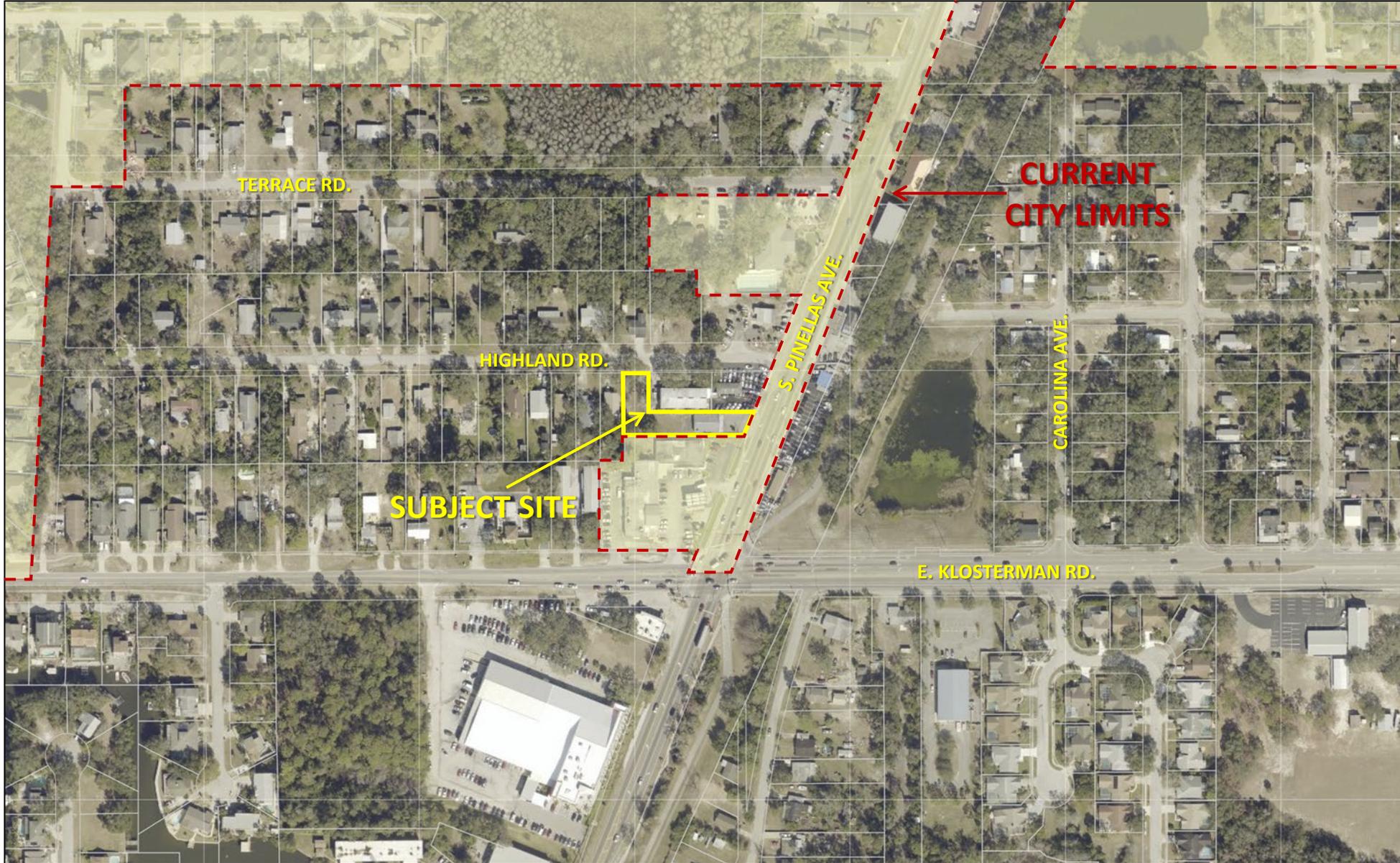
Planning & Zoning Board - October 18, 2021 (Annexation Only)

Board of Commissioners – November 2, 2021 (Annexation Only – 1st Reading)

Board of Commissioners – November 16, 2021 (Annexation Only – 2nd Reading)



SITE LOCATION



SUMMARY OF REQUEST

#21-105 – 1954 South Pinellas Avenue

1. Annex

- 0.38 acres into City of Tarpon Springs

2. Future Land Use Map Amendment (FLUM)

- Current: RL (Pinellas County – Residential Low) & CG (Commercial General)
- Proposed: CN (Tarpon Springs – Commercial Neighborhood)

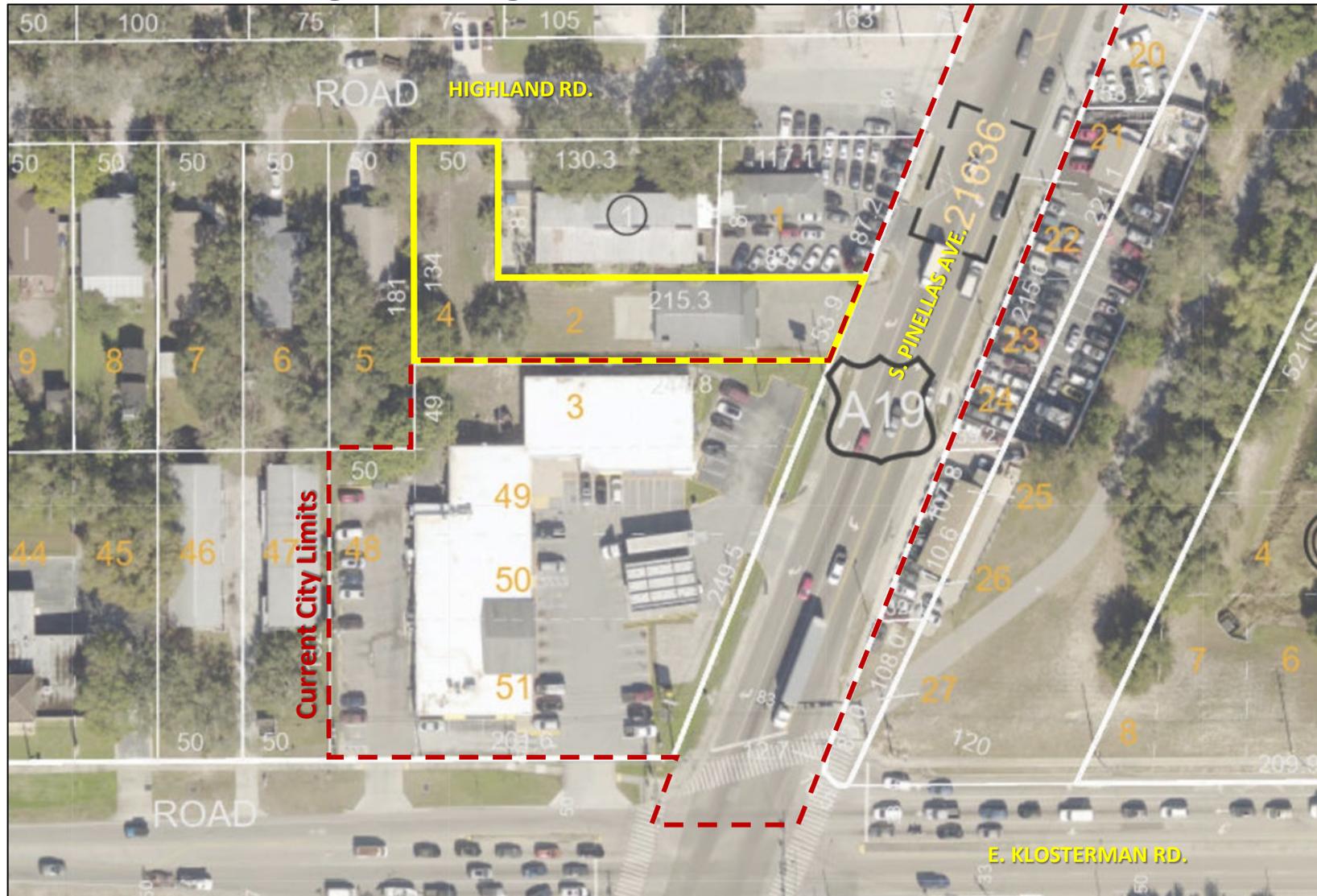
3. Rezoning

- Current: R-4 (Pinellas County – One, Two, & Three Family Residential) & C-2 (General Commercial & Services)
- Proposed: NB (Tarpon Springs – Neighborhood Business)

- **Applicant:** Northside Engineering, Inc.
- **Property Owner:** Garrigan Family Trust

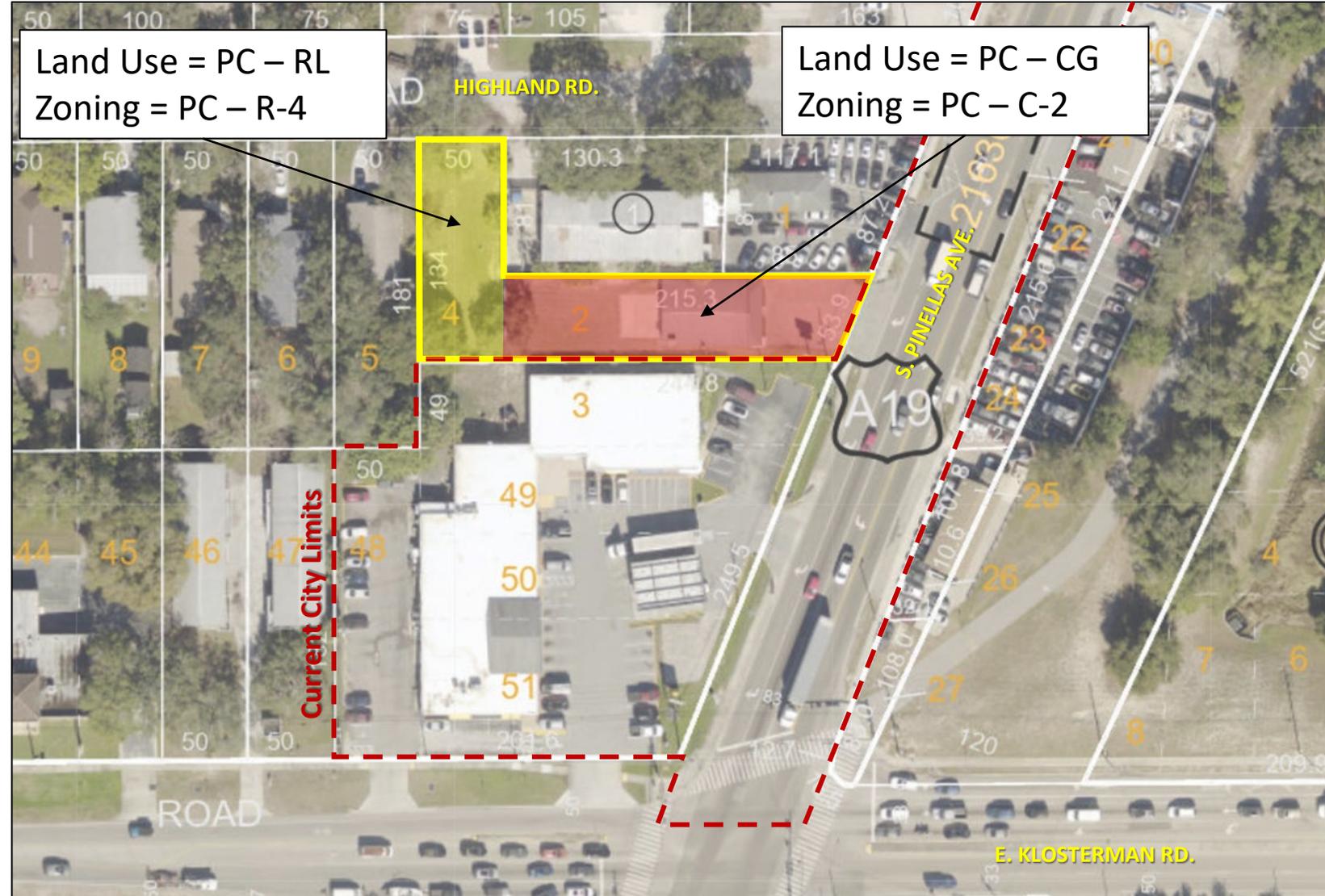
SUMMARY OF REQUESTS

- Utilize existing building for a medical (dental) office.

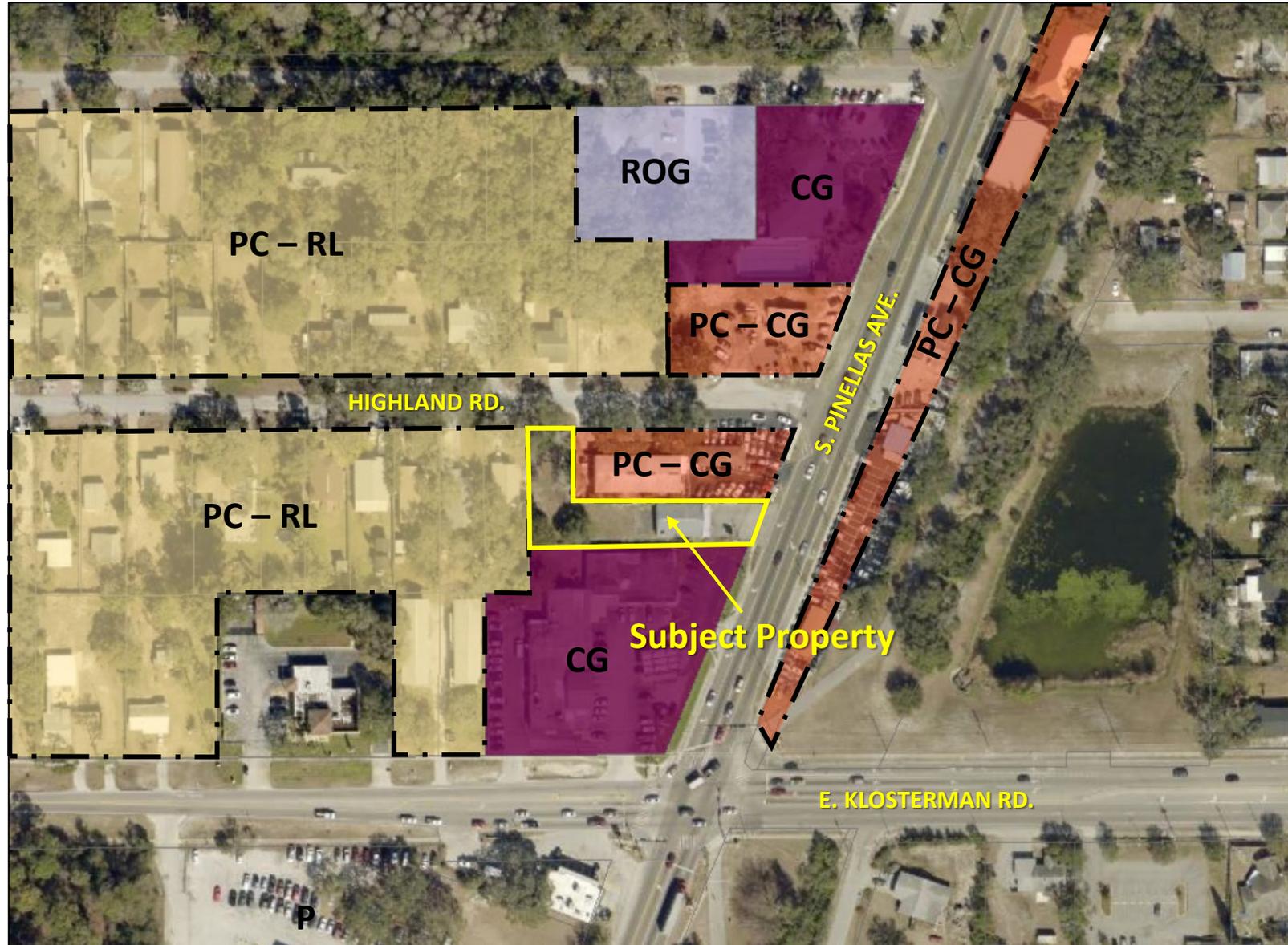


SUMMARY OF REQUESTS

- Utilize existing building for a medical (dental) office.



SURROUNDING LAND USE



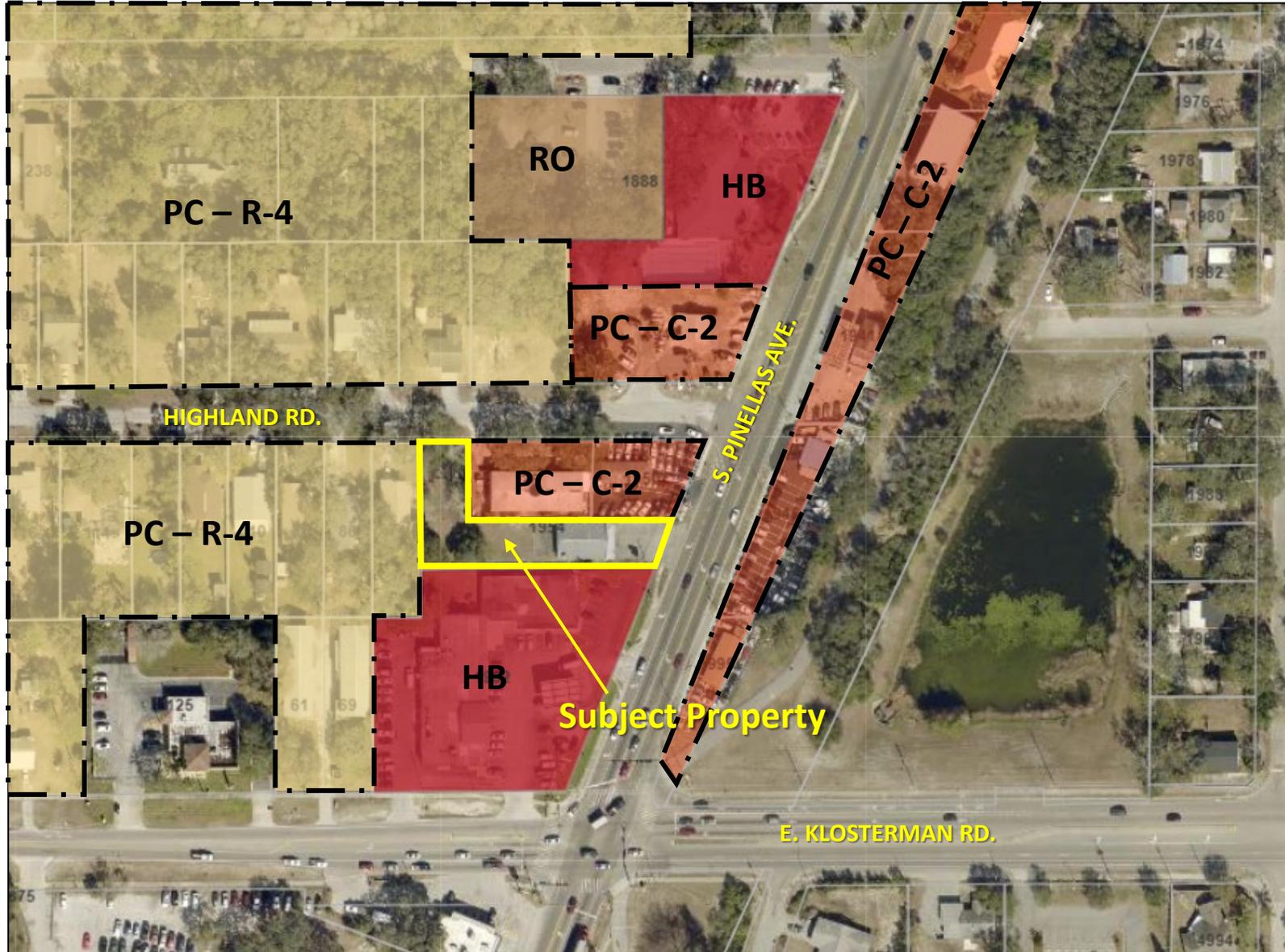
Current:

- RL (Pinellas County – Residential Low)
- CG (Commercial General)

Proposed:

- CN (Tarpon Springs – Commercial Neighborhood)

SURROUNDING ZONING



Current:

- R-4 (Pinellas County – One, Two, & Three Family Residential)
- C-2 (General Commercial & Services)

Proposed:

- NB (Tarpon Springs – Neighborhood Business)

REVIEW CRITERIA - ANNEXATION

- 1) Whether the property in question would create a municipal or county enclave upon annexation; i.e. whether the area to be annexed is contiguous to the City's boundaries and is reasonably compact.
- 2) The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.
- 3) Whether the property in question is consistent with the City's Future Land Use Map Series and the terms of the City's Interlocal Planning Agreement with Pinellas County.
 - a) *Is the subject property within the City of Tarpon Springs Planning Area as defined by the Tarpon Springs Comprehensive Plan and the Agreement?*
 - b) *Has the Owner assented to the City's Comprehensive Plan as it applies to the subject property and is the density or intensity of the proposed use(s) equal to or less than the County's Comprehensive Plan?*
 - c) *Are the existing or proposed designations more intensive than those of the current County Comprehensive Land Use Plan requiring the processing of a land use plan amendment in accordance with the procedures contained in Chapter 163.3184, Florida Statutes?*

PRELIMINARY STAFF RECOMMENDATION

- **#21-105 – Approval of:**
 - **Ordinance 2021-18** – Annexation of +/- 0.38 acres into Tarpon Springs

- ***The following will be heard at the November 15, 2021 P&Z Meeting:***
 - ***Ordinance 2021-19*** – Amending FLUM from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban)
 - ***Ordinance 2021-20*** – Amending Zoning Atlas from Pinellas County R-4 (One, Two, & Three Family Residential) to City of Tarpon Springs R-70 (One & Two Family Residential)

PLANNING & ZONING BOARD RECOMMENDATION

The Planning & Zoning Board held a public hearing for the annexation portion of this application on October 18, 2021 and unanimously recommended ***approval*** of Ordinance 2021-18.

Public Comment – None.

- ***The following will be heard at the November 15, 2021 P&Z Meeting:***
 - ***Ordinance 2021-19 – Amending FLUM from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban)***
 - ***Ordinance 2021-20 – Amending Zoning Atlas from Pinellas County R-4 (One, Two, & Three Family Residential) to City of Tarpon Springs R-70 (One & Two Family Residential)***



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[OCTOBER 18, 2021 / NOVEMBER 2, 2021 / NOVEMBER 16, 2021 (Annexation Only)]

STAFF REPORT

Application No. / Project Title: #21-105 (Northside Engineering)
Staff: Allie Keen, AICP, Senior Planner
Applicant / Owner: Northside Engineer, Inc. / Garrigan Family Trust
Property Size: +/- 0.38 Acres
Current Zoning: Pinellas County – R-4 (One, Two, & Three Family Residential) & C-2 (General Commercial & Services)
Proposed Zoning: NB (Neighborhood Business)
Current Land Use: Pinellas County – RL (Residential Low) & CG (Commercial General)
Proposed Land Use: CN (Commercial Neighborhood)
Location / Parcel ID: 1954 S. Pinellas Ave. / 24-27-15-39348-001-0020

BACKGROUND SUMMARY:

The applicants are requesting annexation of approximately 0.38 acres in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County land use designations RL (Residential Low) and CG (Commercial General) to City of Tarpon Springs land use designation CN (Commercial Neighborhood), and, a rezoning of the properties from Pinellas County R-4 (One, Two, & Three Family Residential) and C-2 (General Commercial & Services) zoning districts to City of Tarpon Springs NB (Neighborhood Business) zoning district.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends approval of the following:

1. **Ordinance 2021-18** annexing 0.38 acres into the City of Tarpon Springs municipal boundary.
2. **Ordinance 2021-19** amending the Future Land Use Map (FLUM) from Pinellas County land use designations RL (Residential Low) and CG (Commercial General) to City of Tarpon Springs land use designation CN (Commercial Neighborhood).
3. **Ordinance 2021-20** amending the Official Zoning Atlas from Pinellas County zoning designations R-4 (One, Two, & Three Family Residential) and C-2 (General Commercial & Services) to City of Tarpon Springs zoning designation NB (Neighborhood Business).

PLANNING AND ZONING BOARD RECOMMENDATION (ANNEXATION ONLY):

The Planning and Zoning Board, with five (5) Board members in attendance, held a public hearing on the annexation portion of this application at their regular meeting of October 18, 2021. The Board unanimously recommended approval of Ordinance 2021-18 for annexation of the subject property. There were no public comments at the hearing. The Planning and Zoning Board will hear the companion Land Use Amendment and Rezoning portions of this application at their regular meeting on November 15, 2021.



CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant – Previously used as a Real Estate Office
Site Features:	Commercial building and parking lot
Vehicle Access:	This property currently gains access from S. Pinellas Ave.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	Pinellas County – C-2 (General Commercial & Services District)	Pinellas County – CG (Commercial General)
South:	HB (Highway Business)	CG (Commercial General)
East:	Pinellas County – C-2 (General Commercial & Services District)	Pinellas County – CG (Commercial General)
West:	Pinellas County – R-4 (One, Two, & Three Family Residential)	Pinellas County – RL (Residential Low)

ZONING DISTRICT SUMMARY (EXISTING / PROPOSED):

Dimensional Regulations	Current Zoning (Pinellas County)		Proposed Zoning: NB (Neighborhood Business)
	R-4 (One, Two, & Three Family Residential)	C-2 (General Commercial & Services District)	
Max. Density	Per Pinellas County FLUM Designation	Per Pinellas County FLUM Designation	Per FLUM Designation
Lot Standards:			
Min. Lot Area	5,000 square feet	10,000 square feet	5,000 square feet
Min. Lot Width	50 feet	80 feet	50 feet
Min. Lot Depth	80 feet	100 feet	80 feet
Max. Height	35 feet	75 feet / 45 feet within 50 feet of Residential	25 feet
Setbacks:			
Front Yard	Structure = 20 feet Porch, Patio, Deck = 10 feet	5 feet	10 feet
Side Yard	6 feet	0 feet / 20 feet when abutting residential district	0 / 10 feet when adjoining residential district
Side Street	10 feet	0 feet / 20 feet when abutting residential district	10 feet
Rear Yard	10 feet	0 feet / 20 feet when abutting residential district	15 feet / 20 feet when adjoining residential district
Min. Net Floor Area	n/a	n/a	n/a



PLANNING CONSIDERATIONS:

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

1. The subject property is located in unincorporated Pinellas County and currently has split zoning and land use. The current zoning is R-4 (One, Two, & Three Family Residential) on the west side of the property and C-2 (General Commercial & Services) on the east side of the property, fronting S. Pinellas Ave. The current land use is RL (Residential Low) on the west side of the property and CG (Commercial General) on the east side of the property. The applicant is seeking voluntary annexation into the City of Tarpon Springs to connect to City sanitary sewer service for the purpose of operating a medical office from the existing building on site.
2. This application is accompanied by a request for rezoning to NB (Neighborhood Business) and a FLUM amendment to CN (Commercial Neighborhood). The proposed request will also require a Countywide Plan Map amendment to put the entire parcel into the R&S (Retail & Services) category. Currently, the west side of the parcel is within the RLM (Residential Low Medium) category. The proposed rezoning, land use amendment, and Countywide Plan amendment request will put the entire parcel into single zoning, land use, and Countywide Plan designations.
3. The subject property is contiguous to the City's municipal boundary along the southern property line.
4. Properties along Pinellas Ave. are generally higher intensity commercial uses. The subject site's configuration (L-shape) extends into the residential area along Highland Road. The proposed NB zoning district and CN land use allows for lower-intensity, neighborhood-oriented businesses which would be more appropriate to this property if it were to be further developed in the future.

REVIEW STANDARDS / STAFF ANALYSIS - ANNEXATION:

Section 208.00 of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 171.043, Florida Statutes provide standards for annexations. These standards, along with planning staff's analysis are provided below:

1. **Whether the property in question would create a municipal or county enclave upon annexation; i.e.: whether the area to be annexed is contiguous to the City's boundaries and is reasonably compact.**

Staff Analysis: The property is contiguous to the existing Tarpon Springs municipal limits on the south side and will not create an enclave.

2. **The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.**

Staff Analysis: The property has the following public facilities service characteristics:

- Potable water service is currently provided to this property from the City of Tarpon Springs.
- Sanitary sewer service is available from the City of Tarpon Springs. The City has the capacity to provide service to this property.
- Fire service will be provided by Tarpon Springs Fire Rescue.
- The roadway adjacent to the proposed annexation is under the jurisdiction of FDOT (Pinellas Avenue).
- The project is within the City's solid waste service area. The City has the ability to provide solid waste service to these properties.

3. **Whether the property in question is consistent with the City's Future Land Use Map Series and the terms of the City's Interlocal Planning Agreement with Pinellas County.**



a. Is the subject property within the City of Tarpon Springs Planning Area as defined by the Tarpon Springs Comprehensive Plan and the Agreement?

Staff Analysis: The subject property is within the Tarpon Springs Planning Area as defined by the Tarpon Springs Comprehensive Plan. In September 2007, a state appeals court released a decision invalidating Pinellas County Ordinance No. 00-63. Ordinance 00-63 was approved by voters in a November 2000 referendum and the ordinance replaced certain state laws governing voluntary annexation with local procedures that were intended to encourage better planning. Chief among the provisions was a set of boundaries delineating unincorporated areas eligible for annexation by specific municipalities.

The court affirmed that Pinellas County has the authority to create its own voluntary annexation procedures but stated that they must be written into the county charter, which was not part of the original referendum. Therefore, Ordinance No. 00-63 is no longer in effect. Pinellas County has been notified of the application in accordance with state law.

b. Has the Owner assented to the City's Comprehensive Plan as it applies to the subject property and is the density or intensity of the proposed use(s) equal to or less than the County's Comprehensive Plan?

Staff Analysis: The owner has voluntarily agreed to the above pursuant to the applications on file with the Planning and Zoning Department. The proposed intensity of the property is consistent to that addressed in the Pinellas County Comprehensive Plan. The requested zoning of NB is consistent with the CN (Commercial Neighborhood) land use designation.

c. Are the existing or proposed designations more intensive than those of the current County Comprehensive Land Use Plan requiring the processing of a land use plan amendment in accordance with the procedures contained in Chapter 163.3184, Florida Statutes?

Staff Analysis: The intensity of the proposed future land use plan amendment and zoning map amendment to the Tarpon Springs Comprehensive Plan and the Official Zoning Atlas, respectively, are less intensive for the property as a whole with the intensities addressed in the current Pinellas County Comprehensive Plan and the Pinellas County Land Development Code for the subject properties. Further, the subject property currently has split zoning and land use. The proposed request places the entire property into a single zoning (NB) and land use designation (CN) that is appropriate to the surrounding area.

REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT

Future Land Use Map Amendment

The Future Land Use Map amendment is a legislative decision of the Board of Commissioners. The standards for the current and proposed future land use categories are summarized below:

	Current FLU (Pinellas County):		Proposed FLU: CN (Commercial Neighborhood)
	RL (Residential Low)	CG (Commercial General)	
Intent:	To depict those areas of the County that are now developed, or appropriate to be developed, in a low-density residential manner;	To depict those areas of the County that are now developed, or appropriate to be developed, in a manner designed to provide the	Commercial Land Use Categories provide for commercial uses including products and services along major



	and to recognize such areas as primarily well suited for residential uses that are consistent with the low density, non-intensive qualities and natural characteristics of such areas.	community or region with commercial goods and services, to provide for employment uses that have off-site impacts comparable to office and retail commercial uses, and to provide for residential uses when appropriate consistent with the objective of encouraging a mix of uses providing primarily for the service, commercial, and employment needs of the community or region.	corridors and at roadway intersections to serve residents and visitors on both a localized and regionalized basis.
Primary Uses:	Residential	Office Personal Service/Office Support Retail Commercial Commercial/Business Service Transient Accommodations Manufacturing-Light Research and Development-Light Wholesale/Distribution Storage/Warehouse Residential	Office Convenience Shopping Personal Services
Max. Density:	5 du/ac	24 du/ac	10 du/ac
Max. Floor Area Ratio (FAR):	0.40	0.55	0.20
Max. Impervious Surface Ratio (ISR):	0.65	0.90	0.60

Staff Analysis: The configuration of the subject property extends into an existing residential neighborhood. The current land use is split between residential and commercial designations on the property. Most properties fronting Pinellas Avenue are higher-intensity commercial designations, however, the proposed land use designation of CN (Commercial Neighborhood) is more appropriate for this particular property, should it ever be further developed, because it allows for less-intense, neighborhood-oriented commercial uses.



Countywide Plan Map Amendment

The Countywide Rules for the locational characteristics and traffic generation characteristics of the current and proposed land uses are summarized below:

	Current Plan Category:		Proposed Plan Category: R&S (Retail & Services)
	RLM (Residential Low Medium)	R&S (Retail & Services)	
Purpose:	To depict areas that are now developed, or appropriate to be developed, in a suburban, low density or moderately dense residential manner; and to recognize such areas as primarily well-suited for residential uses that are consistent with the suburban qualities, transportation facilities, including transit, and natural resources of such areas.	To depict areas developed with, or appropriate to be developed with, a mix of businesses that provide for the shopping and personal service needs of the community or region for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses.	To depict areas developed with, or appropriate to be developed with, a mix of businesses that provide for the shopping and personal service needs of the community or region for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses.
Max. Density:	10 du/ac	24 du/ac	24 du/ac
Max. Floor Area Ratio (FAR):	0.50	0.55	0.55
Max. Impervious Surface Ratio (ISR):	0.75	0.90	0.90
Traffic Generation Characteristics:	67 trips per day per acre	433 trips per day per acre	433 trips per day per acre

REVIEW STANDARDS / STAFF ANALYSIS - REZONING:

Section 207.03(A) of the Tarpons Springs Comprehensive Zoning and Land Development Code provides standards for zoning map amendments. These standards, along with planning staff’s analysis are provided below:

- 1. The amendment is consistent with the goals, objectives and policies of the Tarpon Springs Comprehensive Plan.**

Staff Analysis: See the above analysis of the FLUM amendment to CN (Commercial Neighborhood). The proposed NB (Neighborhood Business) zoning district is consistent with the CN FLUM category and the goals, objectives, and policies of the Comprehensive Plan.

- 2. The available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.**



Staff Analysis: The property fronts Pinellas Avenue where there is a mix of uses. The subject property extends into a residential neighborhood, which warrants a less-intense commercial zoning in the event the property is ever further developed in the future. The NB zoning district limits the permitted land uses to those that are compatible with surrounding residential areas and are less intense in nature. The NB zoning district is appropriate and compatible with the existing and planned uses in this area.

3. The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Staff Analysis: The proposed amendment is in area where public infrastructure is already in place. This amendment promotes orderly and efficient development of an existing commercial corridor within Tarpon Springs.

4. The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, waste and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.

Staff Analysis: This proposal is not expected to affect the capacity of, or the level of service standards of any public facilities.

TECHNICAL REVIEW COMMITTEE:

TRC reviewed this project on August 5, 2021 for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing. There were no further comments from the TRC.

PUBLIC CORRESPONDENCE:

The property owners within 500 feet were sent written notification in accordance with Section 206.00(J)(4) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 166.041, Florida Statutes. Notice was advertised in the *Tampa Bay Times*. Staff has not received any responses to these notices.

ATTACHMENTS:

1. Slide Presentation
2. Survey
3. Annexation Narrative
4. Draft Ordinance 2021-18; 2021-19; 2021-20

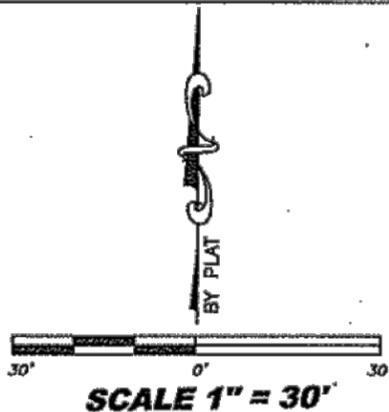
B M BENCHMARK SURVEYS, INC.

2149 SUGARBUSH DRIVE
Voice (727) 847-5544

HOLIDAY, FLORIDA 34690
Fax (727) 940-7265

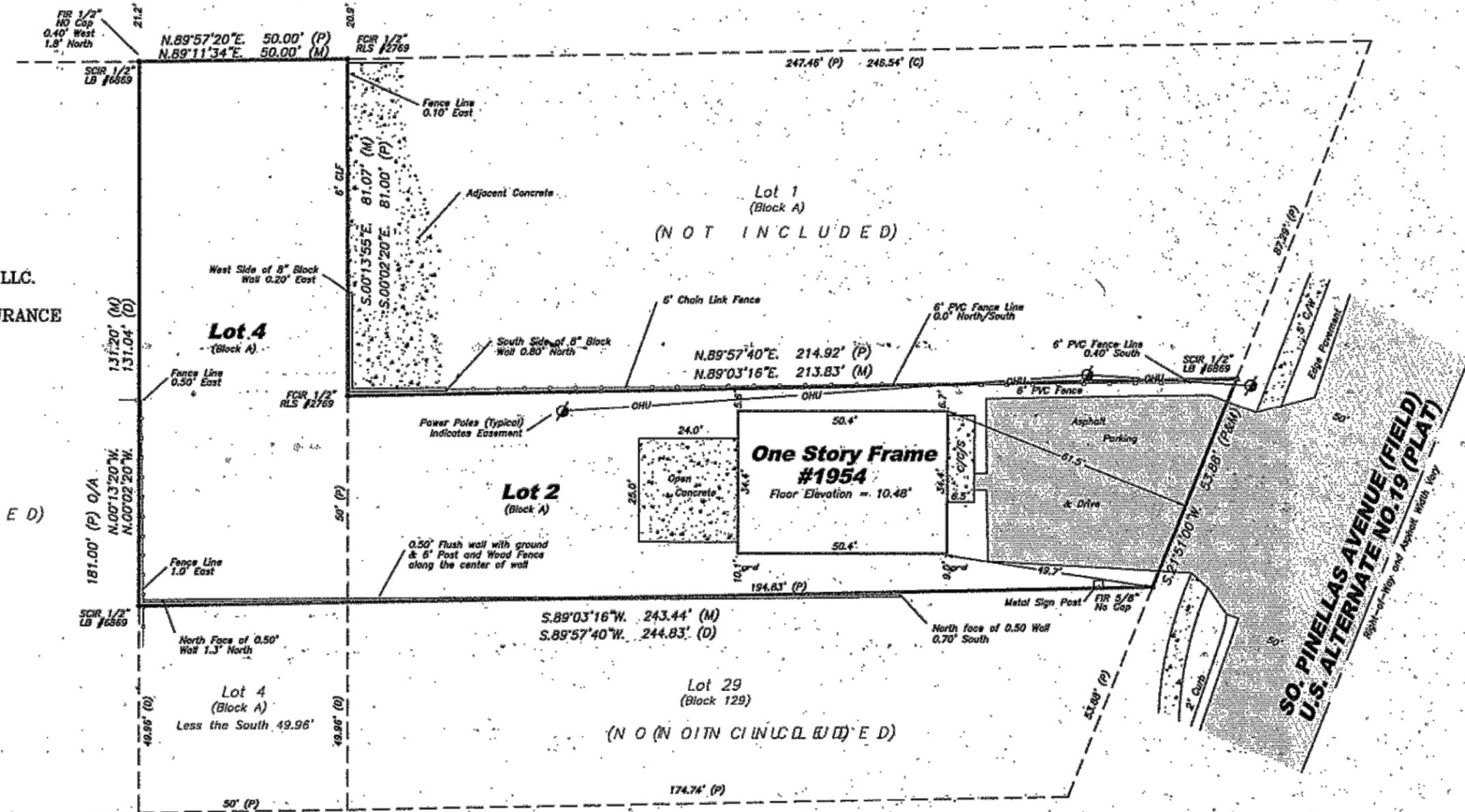
SEC 24 TWP 27S RNG 15 E
PINELLAS COUNTY, FLORIDA

TERRACE ROAD (PLAT)



Certified to
CADENCE BANK, N.A. ISAOA
ADITYA PROPERTY MANAGEMENT, LLC.
CARTER FOREMAN, PLLC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Lot 5
(Block A)
(NOT INCLUDED)



CERTIFICATE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY OF THE HEREON DESCRIBED PROPERTY HAS BEEN MADE UNDER MY DIRECTION, AND TO THE BEST OF KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY THAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AS DESCRIBED IN CHAPTER 5J17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS N. GAZELL PSM No. 5887
STATE OF FLORIDA - LB #6869

BOUNDARY SURVEY
Legal Description:
Lots 2 and 4, Block "A", Less the South 49.96 of Lot 4, 'HIGHLAND TERRACE' SUBDIVISION REVISED, according to the map or plat thereof as recorded in Plat Book 31, Page 39, of the Public Records of Pinellas County, Florida.
Drawing #2021.102 Date: 06-18-2021
FB # IN FILE Drawn By: gt Checked By: tg

Surveyors Notes:
1. Legal Description provided by client.
2. Bearings are based on the Westerly R/W of U.S. Alternate 19. Said Line bears (S)N.21°51'00"(E)W. As per plat.
3. Benchmark Surveys, Inc. makes no representations or guarantees as to easements, right-of-ways, set back lines, reservations, agreements or other similar matters.
4. Per the National Flood Insurance Rate Map, Pinellas County, Community Panel Number 125139 0057 G, Map Revised September 03 2003, this property appears to be located in Flood Zone "AE", a base flood of 10.0'.
5. No underground or overhead utilities or improvements were located except as shown.

Legend:
FCM = Found Concrete Monument
RLS = Registered Land Surveyor
FCIR = Found Capped Iron Rod
SCIR = Set Capped Iron Rod
FIP = Found Iron Pipe
FPP = Found Pinched Pipe
FIR = Found Iron Rod
LB = Licensed Business
(C) = Calculated Measurement
(P) = Plat Measurement
(M) = Field Measurement
(D) = Deed Measurement
FN&D = Found Nail & Disk
SN&D = Set Nail & Disk
F/F = Finished Floor
PSM = Professional Surveyor and Mapper
C/S = Concrete Slab
O/A = Overall Dimension/Bearing
C.B.S. = Concrete Block Structure
CL = Centerline
OHU = Overhead Utilities
S/P = Screened in Porch
STY = Story
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R/W = Right-of-Way
W.C. = Witness Corner
CLF = Chain Link Fence

September 14, 2021

City of Tarpon Springs – Planning & Zoning
Attn: Allie Keen, AICP, Senior Planner
324 East Pine Street
Tarpon Springs, Florida 34689

Re: 1954 South Pinellas Avenue – Annexation #21-105

Subject: Narrative for Annexation

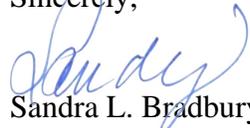
Dear Allie,

Owner of this property would like to annex this site to the City of Tarpons springs. Currently this site is in unincorporated Pinellas County and wastewater is being handled by a septic tank system. City of Tarpon Springs requires annexing in order to provide sanitary sewer service.

Property Usage; currently the building is vacant, the site has been serving as a Real Estate office since 1989 and the new owners purchased the property in June of 2021. The proposed use will be medical office.

Included with this letter is the Proof of Ownership & Maps, Response to TRC Comments, Rezoning & Comprehensive Plan Amendment Application, Survey, Utility Availability and Neighborhood Labels for 500-feet. As always, thank you and staff for assistance with this project it is greatly appreciated.

Sincerely,



Sandra L. Bradbury
Office Manager/Project Coordinator
Northside Engineering, Inc.

ORDINANCE 2021-18

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA ANNEXING 0.38 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 1954 SOUTH PINELLAS AVENUE ON THE WEST SIDE OF SOUTH PINELLAS AVENUE, APPROXIMATELY 280 FEET NORTH OF KLOSTERMAN ROAD, (APPLICATION 21-105); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record has requested to annex said property described in Exhibit A; and,

WHEREAS, the parcel is contiguous to the City of Tarpon Springs municipal boundary and is located within the City's planning area; and,

WHEREAS, annexation of the property will not create an enclave; and,

WHEREAS, the City of Tarpon Springs can provide services to the property; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this annexation Ordinance on October 18, 2021; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That this Ordinance will not create an enclave upon annexation.
2. That the annexation of the property will not have an adverse impact upon public facilities.
3. That the City will be able to provide public services to the property upon annexation.
4. That the property is consistent with the City's Future Land Use Map.

Section 2. ANNEXATION

In accordance with Chapter 171.044, F.S. the property described in Exhibit A, is hereby annexed from unincorporated Pinellas County into the corporate limits of the City of Tarpon Springs and the boundaries of Tarpon Springs are hereby redefined to include the described property.

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption.

DRAFT

Ordinance 2021-18. Exhibit A

Lots 2 and 4, Block "A", Less the South 49.96 of Lot 4, Highland Terrace Subdivision Revised, according to the map or plat thereof as recorded in Plant Book 31, Page 39, of the Public Records of Pinellas County, Florida.

DRAFT

ORDINANCE 2021-19

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR 0.38 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 1954 SOUTH PINELLAS AVENUE ON THE WEST SIDE OF SOUTH PINELLAS AVENUE APPROXIMATELY 280 FEET NORTH OF KLOSTERMAN ROAD, FROM, PINELLAS COUNTY LAND USE DESIGNATION RL (RESIDENTIAL LOW) AND CG (COMMERCIAL GENERAL) TO CITY OF TARPON SPRINGS LAND USE DESIGNATION CN (COMMERCIAL NEIGHBORHOOD) (APPLICATION #21-105); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of said property totaling 0.38 acres, more or less, has applied to amend the Future Land Use Map designations of the property from the Pinellas County RL (Residential Low) and CG (Commercial General) category to the City of Tarpon Springs CN (Commercial Neighborhood) category; and,

WHEREAS, the permitted uses within the CN (Commercial Neighborhood) land use designation are compatible with the surrounding and existing land uses; and,

WHEREAS, the property owner has also applied to re-zone the property from the Pinellas County R-4 (One, Two, and Three Family Residential) zoning district and C-2 (General Commercial & Services) to the City of Tarpon Springs NB (Neighborhood Business) zoning district; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this application on October 18, 2021; and,

WHEREAS, this Ordinance has been duly advertised in accordance with the requirements of Chapter 171, F.S. and the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That the Board of Commissioners finds that this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. The Board of Commissioners finds that this amendment to CN (Commercial Neighborhood) land use designation is appropriate.

Section 2. LAND USE PLAN DESIGNATION

The Future Land Use Map of the Future Land Use Plan Element of the Tarpon Springs Comprehensive Plan is hereby amended to Commercial Neighborhood for the property described as “Lots 2 and 4, Block “A”, Less the South 49.96 of Lot 4, Highland Terrace Subdivision Revised, according to the map or plat thereof as recorded in Plat Book 31, Page 39, of the Public Records of Pinellas County, Florida.”

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon approval, contingent upon approval of Ordinance 2021-18 for annexation, and, in conjunction with approval of Ordinance 2021-20 for rezoning.

DRAFT

ORDINANCE 2021-20

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF TARPON SPRINGS FOR 0.38 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 1954 SOUTH PINELLAS AVENUE ON THE WEST SIDE OF SOUTH PINELLAS AVENUE, APPROXIMATELY 280 FEET NORTH OF KLOSTERMAN ROAD, FROM, PINELLAS COUNTY ZONING DESIGNATION R-4 (ONE, TWO, & THREE FAMILY RESIDENTIAL) AND C-2 (GENERAL COMMERCIAL & SERVICES) TO CITY OF TARPON SPRINGS ZONING DESIGNATION NB (NEIGHBORHOOD BUSINESS) (APPLICATION #21-105); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said parcel has requested to amend to the zoning district designations of said parcel from the Pinellas County R-4 (One, Two, and Three Family Residential) and C-2 (General Commercial & Services) zoning districts to the City of Tarpon Springs NB (Neighborhood Business) zoning district; and,

WHEREAS, the applicant is also requesting a change to the Future Land Use designations from Pinellas County RL (Residential Low) and CG (Commercial General) to the City of Tarpon Springs CN (Commercial Neighborhood) category; and,

WHEREAS, the proposed NB (Neighborhood Business) zoning district is consistent with the proposed future land use category of CN (Commercial Neighborhood); and,

WHEREAS, the planned uses within the NB District are compatible with surrounding and existing land uses; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this rezoning Ordinance on October 18, 2021; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

Section 1. FINDINGS

1. That the Board of Commissioners finds that this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.
2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.
3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Section 2. ZONING ATLAS AMENDMENT

That the Official Zoning Atlas of the City of Tarpon Springs is hereby amended for the property described as “Lots 2 and 4, Block “A”, Less the South 49.96 of Lot 4, Highland Terrace Subdivision Revised, according to the map or plat thereof as recorded in Plat Book 31, Page 39, of the Pinellas County Records of Pinellas County, Florida.”

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon approval, contingent upon approval of Ordinance 2021-18 for annexation, and, in conjunction with approval of Ordinance 2021-19 for future land use map amendment.

AMERICAN LEGION – CONDITIONAL USE #21-115

Planning and Zoning Board – October 18, 2021

Board of Commissioners – November 2, 2021



LOCATION & CONTEXT

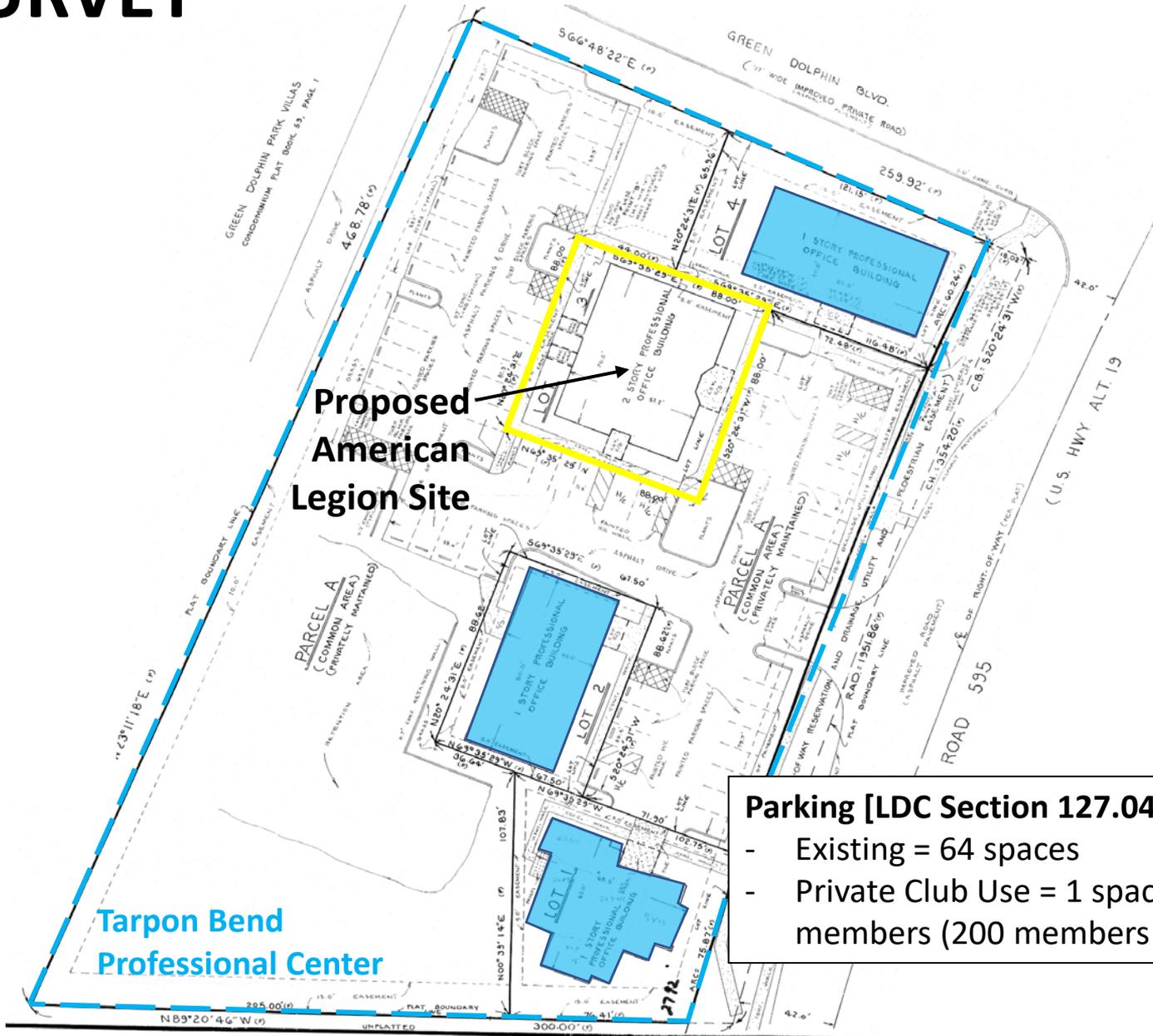


SUMMARY OF REQUEST

- **#21-115 – Conditional Use – Private Club (American Legion)**
 - Property Size: +/- 7,744 square feet
 - Current Land Use: CG (Commercial General)
 - Current Zoning: NB (Neighborhood Business)
 - Proposed Use of Property: Private Club
 - Hours: Generally, 11:00am – 11:00pm (meetings and events usually in the evenings and on weekends)
 - Events Include:
 - Regular Monthly Meetings for Members
 - Fund Raising Activities
 - Support Group Meetings for Veterans
 - Meeting Space for Tarpon Springs Flotilla of the Coast Guard Auxiliary
 - Community Engagement Activities
 - Not Open to General Public, nonmembers must be a guest of a member
- **Applicant:** American Legion Post 46
- **Property Owner:** 1254 S. Pinellas LLC



SURVEY



**Proposed
American
Legion Site**

**Tarpon Bend
Professional Center**

Parking [LDC Section 127.04(G)(2)(e)]:

- Existing = 64 spaces
- Private Club Use = 1 space per 4 members (200 members = 50 spaces)

REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code.** The proposed use does not require any modification to the existing site. All interior renovations/modifications will comply with the FBC.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** The use will occupy an existing retail space that is already served by the required public facilities, parking, roadway access, and other amenities on site. Parking for the private club will generally be needed in the evening and on weekends, which is compatible with the normal weekday business hours of the other office uses on site.
- 3) **The use is consistent with the Comprehensive Plan.** The use is consistent with the City’s Comprehensive Plan.
- 4) **The use will not adversely impact historical or environmental resources.** The use is not located within the Historic Districts and is not proposed on an environmental sensitive site.



REVIEW CRITERIA – CONDITIONAL USE

- 5) **The use will not adversely affect adjoining property values.** The proposed use will occupy an existing commercial structure within the City. It is not expected that the proposed use will adversely impact surrounding property values.
- 6) **The use will not adversely impact nor exceed the City's capacity to serve with public facilities.** Public facilities are available to this project. The project will not negatively affect the City's ability to provide services.
- 7) **The use shall provide for efficient and orderly development.** The proposed use makes use of an existing commercial building and is compatible with the existing office uses within the Tarpon Bend Professional Center. The property is already served by City services, and additional cost to serve the proposed use is not expected.

PRELIMINARY STAFF RECOMMENDATION

#21-115 – *Approval* of Resolution 2021-54 granting conditional use approval for operation of private club in the NB (Neighborhood Business) zoning district, with the following conditions:

1. The conditional use will expire within one year of approval if a building permit is not issued for the property.
2. All applicable building permits shall be obtained and shall address any renovations necessary to meet applicable occupancy and fire codes.

Public Notice Provided – 3 written responses were received.



PLANNING & ZONING BOARD RECOMMENDATION

The Planning & Zoning Board heard this item at their regular meeting on October 18, 2021 and unanimously recommended approval of Resolution 2021-54 with staff's recommended conditions (#1 & #2 below). Additionally, the Board recommended condition #3 based on public comment that was received at the hearing.

1. The conditional use will expire within one year of approval if a building permit is not issued for the property.
2. All applicable building permits shall be obtained and shall address any renovations necessary to meet applicable occupancy and fire codes.
3. The applicant shall erect a privacy barrier/fence as allowed by the Land Development Code along the west property line of the Tarpon Bend Professional Center.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[OCTOBER 18, 2021 / NOVEMBER 2, 2021]

STAFF REPORT

Application No. / Project Title: #21-115 (American Legion)
Staff: Allie Keen, AICP, Senior Planner
Applicant / Owner: American Legion Post 46 / 1254 S. Pinellas LLC
Property Size: +/- 7,744 square feet
Current Zoning: NB (Neighborhood Business)
Current Land Use: CG (Commercial General)
Location / Parcel ID: 1254 S. Pinellas Avenue / 13-27-15-89780-000-0030

BACKGROUND SUMMARY:

The American Legion Post 46 is seeking conditional use approval to allow for a private club to operate in the NB (Neighborhood Business) zoning district.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2021-54, with the following conditions:

1. The conditional use will expire within one year of approval if a building permit is not issued for the property.
2. All applicable building permits shall be obtained and shall address any renovations necessary to meet applicable occupancy and fire codes.
3. The applicant shall erect a privacy barrier/fence as allowed by the Land Development Code along the west property line of the Tarpon Bend Professional Center.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board, with five (5) Board members in attendance, held a public hearing on this application at their regular meeting of October 18, 2021 and received public comment. The Board unanimously recommended approval of Resolution 2021-54 with staff’s recommended conditions #1 and #2 above. Additionally, the Board recommended the addition of above condition #3 based on the discussion regarding privacy with the neighboring Green Dolphin Residential Development.

CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant
Site Features:	Existing Commercial Building, shared parking lot, and landscaping.
Vehicle Access:	This property gains access from S. Pinellas Avenue.



SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	NB (Neighborhood Business) RM (Residential Multifamily)	Office Green Dolphin Residential Condominiums
South:	A (Agriculture)	Tarpon Springs Golf Course
East:	NB (Neighborhood Business) RO (Residential Office)	Gas Station/Convenience Store Office
West:	RM (Residential Multifamily)	Green Dolphin Residential Condominiums

PLANNING CONSIDERATIONS:

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

1. The American Legion is proposing to operate their establishment on the subject site. The Land Development Code (LDC) classifies this use as a private club, which is subject to conditional use review in the NB (Neighborhood Business) zoning district.
2. According to the applicant, the club will generally be open from 11:00 am – 11:00 pm, with meetings and events usually being held in the evenings and on weekends. It is anticipated that there will be evening events twice a week. The applicant stated that these events include regular monthly meetings for members, fund raising activities, support group meetings for veterans, meeting space for the Tarpon Springs Flotilla of the Coast Guard Auxiliary, and other community engagement activities. The post is not open to the general public, nonmembers must be a guest of an American Legion member.
3. The subject site is a part of the Tarpon Bend Professional Center, which is a multi-building (4 buildings) development with shared parking. The other buildings in the development are office uses. The property has a total of 64 parking spaces. Per LDC Section 127.04(G)(2)(e) typically, a private club requires 1 parking space per 4 members. The applicant has indicated they have a total of 200 members, which would require 50 parking spaces. With a majority of the events and meetings taking place in the evenings and on weekends, parking is not anticipated to be an issue with the existing office uses on the site which operate with normal weekday business hours.
4. The applicants have submitted a building permit (#21-1613) for interior renovations to the building. At this time, no exterior modifications are proposed for the club. The building permit is on hold until the conditional use review is complete.

REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial evidence. These standards, along with planning staff’s provisional findings of fact are provided below:

1. Conformance with the requirements of the Land Development Code.

Provisional Findings: The proposed use does not require any modifications to the existing site. All interior renovations/modifications will comply with the requirements of the Florida Building Code.

2. The use to which the property may be put is appropriate to the property in question and is compatible with existing and planned uses in the area.

Provisional Findings: The project is in the City’s Neighborhood Business commercial district along South Pinellas Avenue. The immediate area is occupied by office and medical uses and the surrounding Alternate



19 corridor is also occupied by commercial retail uses. The area directly to the west of the property is occupied by residential condominiums. The use will occupy an existing commercial space that is already served by the required public facilities, parking, roadway access and other amenities on site. Regarding parking, the proposed primary evening and weekend hours are compatible with those of the daytime hours of the other office uses on site. The proposed use, as outlined by the applicant, is considered to be compatible with the existing and planned uses in this area.

3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.

Provisional Findings: The conditional use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan.

4. The conditional use will not result in significant adverse impacts to the environment or historical resources.

Provisional Findings: The use is not located within the Historic Districts and is not proposed on an environmentally sensitive site.

5. The conditional use will not adversely affect adjoining property values.

Provisional Findings: The proposed use will occupy an existing commercial building along Pinellas Avenue. Occupation of this space by a compatible, low-to-moderate-intensity business will enhance the rest of this center and the general area. Although the parking lot is shared with other businesses, the peak hours for the American Legion will be in the evenings and on weekends, which are opposite of the existing office uses. Property values for surrounding uses are not expected to be adversely impacted, as this project will result in occupation of an existing retail space.

6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Provisional Findings: There are existing utilities and services available to serve this property and the proposed use will not require the extension of new public services to the site and will not substantially affect the ability of the City to provide adequate public facilities.

7. The conditional use shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Provisional Findings: The proposed conditional use makes use of an existing commercial building within the municipal boundaries of Tarpon Springs. The use is compatible with the existing office uses within the Tarpon Bend Professional Center. The City does not expect to incur any costs in providing public services to this property.

PUBLIC CORRESPONDENCE:

Notices were sent to property owners within 500 feet of the subject property and the property was posted. Written comments were received prior to the Planning and Zoning Board meeting and are included with the Board of Commissioners' agenda item packet.



ATTACHMENTS:

1. Staff Presentation
2. Applicant's Use Description
3. Applicant's Response to TRC Comments
4. Survey
5. Draft Resolution 2021-54
6. Public Comment Letters

Conditional Use Application
Tarpon Bend Professional Center Lot 3
American Legion Post 46, Inc.
Proposed Use

American Legion Post 46 proposes to use the property for a private club. Some the uses the Post proposes are regular monthly meetings for the members, fund raising activities, support group meetings for veterans and other community engagement activities. The Post also provides meeting space for the Tarpon Springs Flotilla of the Coast Guard Auxiliary.

The American Legion is a Federally Chartered corporation whose purposes are:

- (1) to uphold and defend the Constitution of the United States;
- (2) to promote peace and good will among the peoples of the United States and all the nations of the Earth;
- (3) to preserve the memories and incidents of the 2 World Wars and the other great hostilities fought to uphold democracy;
- (4) to cement the ties and comradeship born of service; and
- (5) to consecrate the efforts of its members to mutual helpfulness and service to their country.

The Mission Statement of the American Legion is “To enhance the well-being of America's veterans, their families, our military, and our communities by our devotion to mutual helpfulness.”

Conditional Use Application
Tarpon Bend Professional Center Lot 3
American Legion Post 46, Inc.
Proposed Use

Addendum: TRC Member Comments

Planning & Zoning Review Comments

1. (a) **What are the proposed hours of operation? Are meetings typically held during normal business hours or on evenings/weekends? Will there be any events held in the evening?**

Response: The Post will generally be open from 11:00 am to 11:00 pm. Meetings are generally held in the evening and on weekends. We anticipate that there will be evening events twice a week.

- (b) **Will any events or meetings be held outdoors on site?**

Response: We will hold occasional events outdoors utilizing the front and/or rear parking lots in the evening and/or weekends.

- (c) **Is the club open to the public, or do nonmembers have to be guest of a member?**

Response: The Post is not open to the public; nonmembers must be the guest of a member. The Post will be open to any member of the American Legion.

- (d) **The site plan indicates the building is two stories. Will both stories be utilized for the American Legion?**

Response: The second story will be used for the executive offices of the American Legion and small meetings of less than 25 people. The Tarpons Springs Flotilla of the Coast Guard Auxiliary will also use the second floor for small meetings and training sessions.

2. (a) **How many members do you have?**

Response: We currently have approximately 200 members.

- (b) **Provide the total usable square footage of the building (both stories).**

Response: Total usable square footage is approximately 5,136 square feet.

- (c) **Please provide a copy of the instrument governing use and maintenance of the common elements of the Tarpon Bend Professional Center Property Owners' Association to document the availability of and maintenance of parking, drives, landscaping, waste disposal and other common elements for this property.**

Response: It has been brought to our attention that the Tarpon Bend Professional Center Property Owners' Association was dissolved approximately 25 years ago and there currently is no governing instrument for the common areas of the parcel. Expenses have been shared equally by each property owner according to an oral agreement between the property owners.

Conditional Use Application
Tarpon Bend Professional Center Lot 3
American Legion Post 46, Inc.
Proposed Use

Public Services Review Comments

1. Provide anticipated treatment of fats, oils and grease.

Response: No food will be prepared on-site. Only prepackaged food items will be sold. The Post will not be a “Food Service Establishment” as defined by Chapter 20 of the City Ordinance. There are plans for a F.O.G. interceptor to be installed if and when kitchen facilities maybe added in the future.

2. Provide anticipated water and sewer use under Chapter 20 of City Ordinance.

Response: The calculated ERU is 2, based upon a calculated fixture usage per table 709.1 of the Florida Building Code.



SCALE: 1" = 20'
GRAPHIC SCALE IN FEET

ABBREVIATIONS

- (P) - PLAT INFORMATION
- (F) - FIELD MEASURED INFORMATION
- RAD. - RADIUS
- CH. - CHORD DISTANCE
- C.B. - CHORD BEARING
- CONC. - CONCRETE
- H/C - HANDICAP

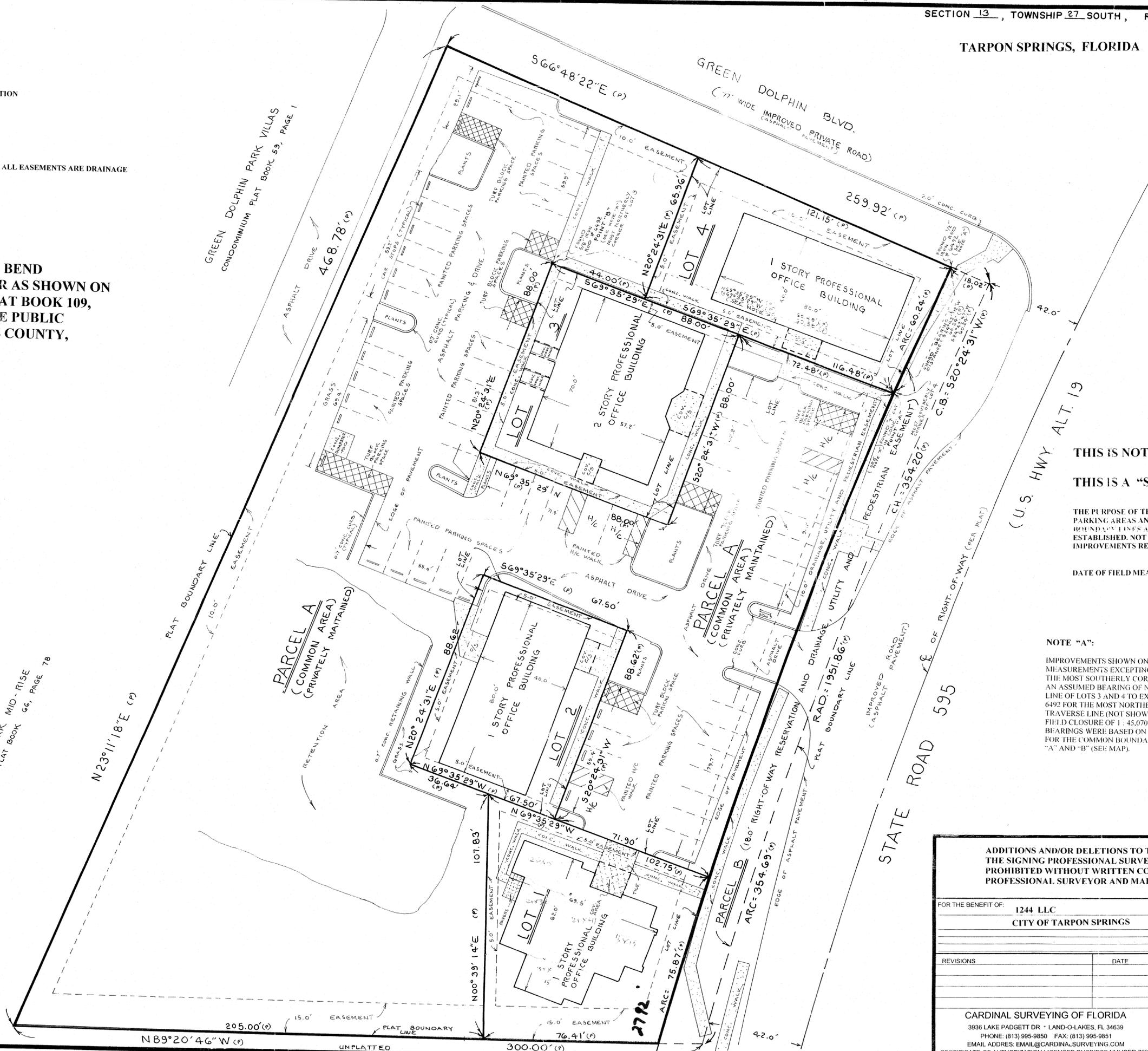
NOTE: UNLESS OTHERWISE NOTED, ALL EASEMENTS ARE DRAINAGE AND UTILITIES.

DESCRIPTION:

THE PLAT OF TARPON BEND PROFESSIONAL CENTER AS SHOWN ON PLAT RECORDED IN PLAT BOOK 109, PAGES 55 AND 56 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

GREEN DOLPHIN PARK MID-RISE CONDOMINIUM PLAT BOOK 66, PAGE 78

GREEN DOLPHIN PARK VILLAS CONDOMINIUM PLAT BOOK 59, PAGE 1



THIS IS NOT A "BOUNDARY SURVEY".
THIS IS A "SPECIAL PURPOSE SURVEY".

THE PURPOSE OF THIS SURVEY IS TO MAP THE RELATIONSHIP OF PARKING AREAS AND DRIVES WITH EXISTING BUILDINGS ONLY. BOUNDARY LINES AND BOUNDARY CORNERS FOR LOTS WERE NOT ESTABLISHED. NOT ALL IMPROVEMENTS ARE SHOWN. ONLY THOSE IMPROVEMENTS REQUESTED BY CLIENT ARE SHOWN.

DATE OF FIELD MEASUREMENTS: SEPTEMBER 20, 2007.

NOTE "A":

IMPROVEMENTS SHOWN ON THIS MAP WERE PLOTTED BASED ON FIELD MEASUREMENTS EXCEPTING A FOUND "X" CUT IN CONCRETE WALK FOR THE MOST SOUTHERLY CORNER OF LOT 4 (POINT "A") AND A LINE WITH AN ASSUMED BEARING OF N69°35'29"W FOR THE COMMON BOUNDARY LINE OF LOTS 3 AND 4 TO EXCEPTING A FOUND 5/8" IRON ROD NUMBER 6492 FOR THE MOST NORTHERLY CORNER OF LOT 3. A CLOSED LOOP TRAVERSE LINE (NOT SHOWN ON THIS MAP) WAS MEASURED WITH A FIELD CLOSURE OF 1:45,070. BEARING MERIDIAN FOR FIELD MEASURED BEARINGS WERE BASED ON AN ASSUMED BEARING OF N69°35'29"W FOR THE COMMON BOUNDARY LINE OF LOTS 3 AND 4 BETWEEN POINTS "A" AND "B" (SEE MAP).

ADDITIONS AND/OR DELETIONS TO THIS MAP OTHER THAN THE SIGNING PROFESSIONAL SURVEYOR AND MAPPER IS PROHIBITED WITHOUT WRITTEN CONCENT OF THE SIGNING PROFESSIONAL SURVEYOR AND MAPPER.

FOR THE BENEFIT OF:		1244 LLC CITY OF TARPON SPRINGS
REVISIONS	DATE	THIS SURVEY WAS PREPARED IN ACCORDANCE TO CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
CARDINAL SURVEYING OF FLORIDA 3936 LAKE PADGETT DR • LAND-O-LAKES, FL 34639 PHONE: (813) 995-8850 FAX: (813) 995-8851 EMAIL ADDRESS: EMAIL@CARDINALSURVEYING.COM CERTIFICATE OF AUTHORIZATION LICENSED BUSINESS NUMBER 7603		PAUL A. COLLINS, FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NUMBER 4287 NOT VALID WITH THE SIGNATURE AND ORIGINAL SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER. WORK ORDER NO. 070202, MAP NO. 501

RESOLUTION NO. 2021-54

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #21-115 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW FOR A PRIVATE CLUB AT 1254 SOUTH PINELLAS AVENUE, IN THE NB (NEIGHBORHOOD BUSINESS) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for a Conditional Use to allow for operation of a private club in the Neighborhood Business (NB) zoning district; and,

WHEREAS, Section 25.10(C) of the Land Development Code requires conditional use approval for such use; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of October 18, 2021 and recommended approval; and,

WHEREAS, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and,

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

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

SECTION 1: FINDINGS

Application #21-115 meets the criteria for approving a Conditional Use as set forth in Section 209.01 of the Land Development Code.

SECTION 2: CONDITIONAL USE APPROVAL

Application #21-115 under Resolution 2021-54, requesting Conditional Use approval to allow establishment of a private club at 1254 South Pinellas Avenue in the Neighborhood Business zoning district is approved with the following conditions:

1. The conditional use will expire within one year of approval if a building permit is not issued for the property.

2. All applicable building permits shall be obtained and shall address any renovations necessary to meet applicable occupancy and fire codes.
3. The applicant shall erect a privacy barrier/fence as allowed by the Land Development Code along the west property line of the Tarpon Bend Professional Center.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption.

DRAFT

Patricia McNeese

From: Terri <tbosard@tampabay.rr.com>
Sent: Thursday, October 14, 2021 9:03 AM
To: Planning
Subject: Application # 22-115

External Email- Use caution with links and attachments

Dear Planning and Zoning Board Members:

I am resident and owner of 1206 Palm Dr. Tarpon Springs, part of the Green Dolphin community which is directly behind the property of the application for the private club.

My villa directly looks at the back of the propose private club.

I am not opposed to the private club which I understand is going to be an the American Legion.

I appreciate our veterans and all the people who have and are currently serving our country.

My concerns have to do with any club that is serving alcohol, potentially open late, and bordering on a residential area.

As you can see from the pictures I will send in a separate email, there is no privacy.

As I have stated, my concerns have to do with privacy and safety as with any club that is bordering a residential section that may be open late and is also serving alcohol.

I feel like any private club bordering a residential community like this should have the responsibility of putting up a privacy fence and maintaining that fence.

I think this is a very simple request. I do not know if there's any zoning laws that require a club that is serving alcohol that may be open late to actually do this.

However, I am concerned about privacy and safety and as well as my property values.

I am probably most directly affected by the opening of this club because the back door of the club directly looks right into my front door and I will send pictures.

Like I had mentioned above I am not opposed to the club per se, however I think that the club needs to be required put up a privacy fence and be responsible for maintaining it.

Thank you.

Theresa K. Bosard
1206 Palm Drive
Tarpon Springs Florida 34689
Tbosard@tampabay.rr.com

Dr. Salvatore L. DeLellis

*Diplomate, American Board of Podiatric Surgery
Fellow, American College of Foot & Ankle Surgeons
Associate, American Academy of Podiatric Sports Medicine*

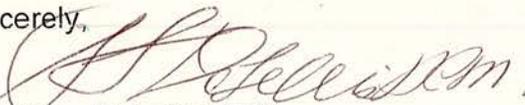
10-12-2021

Reference application: # 21-115
The Planning and Zoning Board, and the Board of Commissioners
City Hall auditorium
The City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, FL 34689.

Dear Members,

I own the property at 1264 S. Pinellas Ave., which is adjacent to the subject property at 1254 S. Pinellas Ave. I have operated my Podiatry practice here since 1994. Over the last year, I've had occasion to personally meet the Commander of this American Legion Post; Ed Bard and his fellow veterans who are working on this project. My staff and I have found each and every one of them to be outstanding individuals who are creating what promises to be an excellent venue. It will be wonderful for all the brave veterans who stood up and sacrificed so that we can enjoy the rights and privileges of this great country. I would like to render my input in saying that I fully endorse this project. This facility will be an asset to our community and demonstrate our support for those who served.

Sincerely,



Salvatore DeLellis DPM

October 15, 2021

Green Dolphin Commons Association
1250 S Pinellas Avenue
Tarpon Springs, FL 34689

City of Tarpon Springs
Planning and Zoning Department
324 East Pine Street
Tarpon Springs, FL 34688

RE: Application #21-115

To Whom It May Concern:

As President of the Green Dolphin Commons Association, I am writing this letter on behalf of the 356 residents of the Green Dolphin Park Community. Our development is a 55+ retirement community and our property directly abuts the 1254 S Pinellas Avenue property that is requesting an application to operate a Private Club at this address.

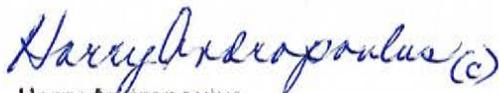
It is our understanding that the Private Club will be requesting a liquor license and permit to operate and hold private events, as well as public events, both inside and outside of the property at 1254 S Pinellas Avenue. Since these buildings were designed to be used as professional offices this would be a dramatic shift in the use of this property in terms of hours of operation, as well as days of operation and the sale of alcohol on the premises.

As a retirement community, our concerns for privacy, security and safety of our residents is primary. We have many questions regarding the hours of operation, days of operation, capacity, etc. and the direct impact this will have on our development.

At a minimum, we are requesting a barrier be provided to the rear of the property parking lot that is open to our community. Over the past several years, there have been instances where the police were engaged when individuals were using the rear parking lot of this property to gather at all hours of the day and night which interfered with our privacy. In addition, there have been instances where people would drive through the parking lot, cut across into our development to avoid the traffic lights. Yesterday, a subcontractor for the Town of Tarpon Springs, "Hydromax", drove their truck from the rear of the building at 1254 Pinellas directly across our property as a short cut while inspecting fire hydrants.

The Green Dolphin Community will not be opposed to this application if our privacy barrier is made a requirement of this request prior to the Board's approval.

Thank you for considering our 55+ retirement community and our residents right to privacy.



Harry Andropoulos
President, Green Dolphin Commons Association



MEMORANDUM

To: Board of Commissioners

From: Renea Vincent, AICP, CPM, Planning and Zoning Director

Date: October 11, 2021

Subject: **Proposed Amendments to A-Frame Sign Regulations**

During a recent Board of Commissioner discussion regarding the City's regulations for A-Frame signs, the Board directed staff to amend the regulations to allow plastic A-Frame signs. Per direction, staff has drafted the requested changes and advertised an ordinance, by title only, to be heard by the Planning and Zoning Board at their regular meeting of September 20, 2021, subsequently deferred to the regular meeting of October 18, 2021.

Draft Ordinance 2021-14 is attached showing proposed text amendments in strikethrough and underline format to Section 191.01(E) A-Frame/Sandwich Board Signs.

Board of Commissioners hearing dates (through advertisement and deferral) are:

- November 2, 2021: First reading of Ordinance 2021-14
- November 16, 2021: Second reading of Ordinance 2021-14

The Planning and Zoning Board heard this item at their regular meeting of October 18, 2021 with five board members in attendance. One member of the public spoke in support of the proposed ordinance changes. The Planning and Zoning Board voted unanimously to approve the ordinance with the following recommendations:

- Add a provision that advertising on A-frame signs must be for the property owner or lessee (business) on the property,
- Add a provision that no profanity or language that is outside community standards be allowed on A-frame signs.

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE XI, SECTION 191.09 A-FRAME/SANDWICH BOARD SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Tarpon Springs (the City) finds and determines that aesthetics contribute to the well-being of and can affect economic investment in a community; and,

WHEREAS, the City finds and determines that regulation of aesthetics is in the public interest; and,

WHEREAS, the City finds and determines that certain design standards of A-frame/sandwich board signs, as defined in Article XI, should be clearly set forth to ensure the appropriate regulation of aesthetics in the public interest; and,

WHEREAS, the City desires to establish said design standards for A-frame/sandwich board signs within the City; and,

WHEREAS, the Board of Commissioners of the City of Tarpon Springs has determined that amendments to Article XI, Appendix A, the Comprehensive Zoning and Land Development Code, are necessary to make such changes.

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

SECTION 1. That Section 191.09 (E) of Article XI of Appendix A, of the Comprehensive Zoning and Land Development Code, shall be amended to read as follows:

§ 191.09 A-Frame/Sandwich Board Signs.

- (A) The placement of sandwich board signs by the owners or lessees of properties may be allowed without a permit on any commercial property in commercially zoned districts along the frontage of any street with a posted speed limit of 40 miles per hour or less subject to the requirements of this section.
- (B) One sandwich board sign shall be allowed on each street frontage per retail or restaurant use.
- (C) Sandwich board signs shall be freestanding and moveable. They may be single-sided or double-sided. They shall be removed during inclement weather and high winds. They shall be taken inside at the end of each business day.

- (D) Sandwich board signs shall not exceed an overall height of 48 inches above ground level or an overall width of 32 inches.
- (E) Sandwich board sign frames shall be manufactured of a wood, ~~or metal, or plastic~~ frame material. Sign faces allowing for changeable copy shall be limited to chalk boards, dry-erase boards or changeable face inserts that are professionally printed and integrated into the original design/construction of the sign. Paper, poster-board, cardboard, cloth, plastic, string, or any other material(s) may not be fastened, taped, glued, or otherwise affixed to any part of the A-Frame sign structure or face insert. All A-frame signs shall comply with the standards of this paragraph by January 1, 2021.
- (F) All sandwich board signs placed upon public sidewalks shall be located directly in front of the business(es) for which it advertises and will provide for at least 44 inches of unobstructed travel area on the sidewalk but not less than the requirement under the Americans with Disabilities Act (ADA) and other federal and state statutes mandating certain free space for path of travel for disabled persons traveling on public sidewalks. Such signs shall not otherwise block ramps or curb access. The local government having jurisdiction over the public right-of-way may require removal of an A-Frame sign from the public right-of-way at any time without compensation and such sign shall not be considered a property right.
- (G) All such signs shall conform with required visibility triangles, as provided in Section 186.02.
- (H) No sandwich board sign may be lit either internally or externally.
- (I) Any sandwich board sign which encroaches upon pedestrian or vehicular movement or safety or interferes with the lawful use of the public right-of-way or violates the Florida Building Code or any state or local fire or security code shall be prohibited and removed or relocated.
- (J) Sandwich board signs shall be readable, properly maintained, and kept in good working condition.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93; Am. Ord. 97-19, passed 7-15-97; Am. Ord. 97-44, passed 12-16-97; Am. Ord. 2020-06, passed 6-9-20)

SECTION 2.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 3.

This Ordinance shall become effective upon final passage and adoption.