

# *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>

## **REGULAR SESSION AGENDA TUESDAY, JANUARY 11, 2022 6:30 PM – City Hall Auditorium**

**CALL TO ORDER  
ROLL CALL  
INVOCATION  
PLEDGE OF ALLEGIANCE  
PUBLIC COMMENTS**

### **CONSENT AGENDA:**

1. ATTORNEY'S FEES: TRASK DIAGNEAULT LLP INVOICE JANUARY 4, 2022
2. SPECIAL EVENTS:
  - A. TARPON FEST
  - B. CYCLE FOR A CURE
3. AUTHORIZE EXECUTION OF PASCO COUNTY COMBINED MUTUAL AID AGREEMENT
4. AUTHORIZE EXECUTION OF LETTER OF SUPPORT FOR PUBLIC LIBRARY CONSTRUCTION GRANT FUNDING
5. AWARD FILE NO. 220061-N-AS STATE MANDATED WASTEWATER NEEDS ANALYSIS
6. RENEW FILE NO. 180137-C-JJ ON-LINE MARKETPLACE FOR PURCHASE OF PRODUCTS AND SERVICES THROUGH THE U.S. COMMUNITIES PURCHASING ALLIANCE OMNIA CONTRACT No. R-TC-17006
7. RATIFY AN INCREASE AND RENEW FILE NO. 180070-C-JJ MOBILE COMMUNICATIONS SERVICES

### **SPECIAL CONSENT AGENDA:**

8. APPROVE PUBLIC ENGAGEMENT PLAN – SUSTAINABILITY
9. APPROVE FDEP STANDARD GRANT AGREEMENT - FUNDING FOR SPONGE DOCKS FLOODING ABATEMENT PROJECT
10. APPROVE FDEP STANDARD GRANT AGREEMENT – FUNDING FOR ANCLOTE RIVER EXTENDED TURNING BASIN DREDGE
11. DIRECTION TO MOVE FORWARD ON REVISION OF MOBILE FOOD TRUCK ORDINANCE LDC SECTION 56.06
12. ALLOCATION OF FUNDS TO WEST KLOSTERMAN PRESERVE – VICE MAYOR KARR
13. DIRECTION FOR MORATORIUM ON APARTMENTS – VICE MAYOR KARR

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

14. ORDINANCE 2021-26 APPLICATION 21-134 PRELIMINARY PLANNED DEVELOPMENT – NORTH LAKE TRAILS, 1215 CYPRESS STREET
15. ORDINANCE 2022-01 APPLICATION 21-155 VACATION OF RIGHT OF WAY CYPRESS STREET
16. RESOLUTION 2021-64. APPLICATION 21-91, CONDITIONAL USE – WAREHOUSE, 41522 US HIGHWAY 19 NORTH
17. RESOLUTION 2021-65 APPLICATION 21-150 CONDITIONAL USE – ALTERNATIVE DIMENSIONAL PLAN, 140 READ STREET

**BOARD AND STAFF COMMENTS:  
ADJOURNMENT**



TIN: 59-3642714

## Statement of Account

**Trask Daigneault LLP**  
**1001 S. Fort Harrison Ave., Suite 201**  
**Clearwater, FL 33756**

City of Tarpon Springs  
 Att: Judy Staley  
 City Manager's Office P.O. Box 5004  
 Tarpon Springs, FL 34688-5004

Date: 01/04/2022  
 Matter: Tarpon Springs/Retainer

Responsible Attorney: Thomas J. Trask

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7263	Balance: \$7,666.50					
01/03/2022	Invoice #7263	01/31/2022	\$7,666.50			\$7,666.50
<b>Totals:</b>			<b>\$7,666.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,666.50</b>

Matter: Tarpon Springs/General

Responsible Attorney: Thomas J. Trask

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7159	Balance: \$85.50					
01/03/2022	Invoice #7159	01/31/2022	\$85.50			\$85.50
<b>Totals:</b>			<b>\$85.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$85.50</b>

Matter: Tarpon Springs/Code Enforcement Matters

Responsible Attorney: Thomas J. Trask

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7157	Balance: \$684.50					
01/03/2022	Invoice #7157	01/31/2022	\$684.50			\$684.50
<b>Totals:</b>			<b>\$684.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$684.50</b>

Matter: Tarpon Springs/Planning & Zoning

Responsible Attorney: Erica Augello

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7163	Balance: \$185.00					
01/03/2022	Invoice #7163	01/31/2022	\$185.00			\$185.00
<b>Totals:</b>			<b>\$185.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$185.00</b>

Matter: Tarpon Springs/Heritage Preservation Board

Responsible Attorney: Erica Augello

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7160	Balance: \$1,535.50					
01/03/2022	Invoice #7160	01/31/2022	\$1,535.50			\$1,535.50
<b>Totals:</b>			<b>\$1,535.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,535.50</b>

Matter: Tarpon Springs/Board of Adjustment

Responsible Attorney: Erica Augello

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7156	Balance: \$1,628.00					
01/03/2022	Invoice #7156	01/31/2022	\$1,628.00			\$1,628.00
<b>Totals:</b>			<b>\$1,628.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,628.00</b>

Matter: Tarpon Springs/Rebecca Vares-Ebert

Responsible Attorney: Robert Eschenfelder

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7164	Balance: \$1,101.25					
01/03/2022	Invoice #7164	01/31/2022	\$1,101.25			\$1,101.25
<b>Totals:</b>			<b>\$1,101.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,101.25</b>

Matter: Tarpon Springs/Opiate Litigation

Responsible Attorney: Thomas J. Trask

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7162	Balance: \$92.50					
01/03/2022	Invoice #7162	01/31/2022	\$92.50			\$92.50
<b>Totals:</b>			<b>\$92.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$92.50</b>

Matter: Concerned Citizens of TS/Tarpon Springs et al

Responsible Attorney: Jay Daigneault

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7153	Balance: \$148.00					
01/03/2022	Invoice #7153	01/31/2022	\$148.00			\$148.00

**Totals:** **\$148.00** **\$0.00** **\$0.00** **\$148.00**

Matter: Durham, Elijah and Ashley and Durham Products and Services; LLC d/b/a Sol Burger vs. City of Tarpon Springs

Responsible Attorney: Jay Daigneault

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
	Invoice #7154					Balance: \$166.50
01/03/2022	Invoice #7154	01/31/2022	\$166.50			\$166.50
<b>Totals:</b>			<b>\$166.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$166.50</b>

Matter: Tarpon Springs/Midcoast Construction Enterprises, LLC and Jack Fulford

Responsible Attorney: Thomas J. Trask

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
	Invoice #7161					Balance: \$92.50
01/03/2022	Invoice #7161	01/31/2022	\$92.50			\$92.50
<b>Totals:</b>			<b>\$92.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$92.50</b>

Matter: Nationstar Mortgage LLC vs. Estate of Thelma Louise Halsell (f/k/a Thelma C. Murray), et al. re: 1845 Wilmar Avenue, Tarpon Spr

Responsible Attorney: Thomas J. Trask

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
	Invoice #7155					Balance: \$55.50
01/03/2022	Invoice #7155	01/31/2022	\$55.50			\$55.50
<b>Totals:</b>			<b>\$55.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$55.50</b>

Matter: Concerned Citizens of Tarpon Springs, Inc. vs. City of TS, et al. - 2nd Petition for Writ of Certiorari

Responsible Attorney: Thomas J. Trask

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
	Invoice #7151					Balance: \$3,792.50
01/03/2022	Invoice #7151	01/31/2022	\$3,792.50			\$3,792.50
<b>Totals:</b>			<b>\$3,792.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,792.50</b>

Matter: Tarpon Springs/Colson

Responsible Attorney: Jay Daigneault

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
	Invoice #7158					Balance: \$2,094.50
01/03/2022	Invoice #7158	01/31/2022	\$2,094.50			\$2,094.50
<b>Totals:</b>			<b>\$2,094.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,094.50</b>

Matter: Concerned Citizens of Tarpon Springs, Inc. vs. City of TS, et al. - 3rd Petition for Writ of Certiorari

Responsible Attorney: Jay Daigneault



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7263  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Retainer

Services

Date	Atty	Description	Quantity	Rate	Total
12-01-21	TJT	Receipt and review of e-mails (4) from Diane Wood re Elwell purchase/delivery/insurance.	0.40	185.00	\$74.00
12-01-21	TJT	Preparation of e-mails (4) to Diane Wood re Elwell purchase/delivery/insurance.	0.40	185.00	\$74.00
12-01-21	TJT	Receipt and review of e-mails (2) from Jeff Young re PRIME meeting.	0.40	185.00	\$74.00
12-01-21	TJT	Preparation of e-mails (2) to Jeff Young re PRIME meeting.	0.30	185.00	\$55.50
12-01-21	TJT	Receipt and review of e-mail from Jeff Young re mobile crisis MOU.	0.10	185.00	\$18.50
12-01-21	TJT	Receipt and review of e-mail from Irene Jacobs re report on candidates.	0.20	185.00	\$37.00
12-01-21	TJT	Work on PRIME Consortium Interlocal Agreement. Compare to MOU. Create list of possible concerns in preparation for meeting with Sheriff's attorney.	1.40	185.00	\$259.00
12-01-21	TJT	Travel to and attendance at PRIME meeting.	1.50	185.00	\$277.50
12-02-21	TJT	Receipt and review of e-mails (3) from Irene Jacobs re election question.	0.30	185.00	\$55.50

12-02-21	TJT	Preparation of e-mails (2) to Irene Jacobs re election question.	0.30	185.00	\$55.50
12-02-21	TJT	Receipt and review of e-mail from Judy Staley with public meeting schedule.	0.10	185.00	\$18.50
12-02-21	TJT	Receipt and review of e-mail from Judy Staley with Dec. 7th agenda and packet.	0.20	185.00	\$37.00
12-02-21	TJT	Receipt and review of e-mail from Irene Jacobs re Sapp cemetery issue.	0.20	185.00	\$37.00
12-02-21	TJT	Preparation of e-mail to Diane Wood re Elwell agreement.	0.10	185.00	\$18.50
12-02-21	TJT	Revision of Mike Elwell Artist Agreement.	0.20	185.00	\$37.00
12-02-21	KRT	E-mail from/to Judy S. providing revised public meeting schedule for 2022.	0.10	75.00	\$7.50
12-02-21	KRT	E-mail to Judy S. re: scrivener's error on Regular Session Agenda for 12-7-21.	0.10	75.00	\$7.50
12-02-21	EFA	Receipt and review of email from Judy Staley with attached BOC and CRA agenda.	0.20	185.00	\$37.00
12-02-21	TJT	Review of MOU for Mobile Crisis Response Team. Compare to last MOU in order to respond to email from Jeff Y.	0.40	185.00	\$74.00
12-02-21	TJT	Legal research regarding election practices and use of city facilities in order to respond to email from Irene J.	1.20	185.00	\$222.00
12-02-21	TJT	Further review of legal research to answer additional questions from Irene J.	0.30	185.00	\$55.50
12-03-21	TJT	Receipt and review of e-mails (2) from Irene Jacobs re election questions.	0.20	185.00	\$37.00
12-03-21	TJT	Receipt and review of e-mail from Irene Jacobs re email from Doreen Columbo re Anclote Harbor.	0.10	185.00	\$18.50
12-03-21	TJT	Preparation of e-mail to Renea Vincent re Anclote Harbor.	0.10	185.00	\$18.50
12-03-21	TJT	Preparation of e-mail to Irene Jacobs re Sapp cemetery issue.	0.10	185.00	\$18.50
12-03-21	TJT	Preparation of e-mail to Bob Robertson re Yacht Club.	0.10	185.00	\$18.50
12-03-21	TJT	Review BOC agenda package for 12/7 meeting.	1.10	185.00	\$203.50
12-03-21	TJT	Review of Sapp cemetery issue, research regarding categorizing burial right as personal property and pc to Atty Abrams.	0.40	185.00	\$74.00
12-03-21	TJT	Review of Yacht Club Right of Entry Agreement and prior emails in preparation for pc with Atty Cole.	0.20	185.00	\$37.00

12-04-21	EFA	Receipt and review of email from Judy Staley regarding agenda updates for upcoming BOC meeting.	0.30	185.00	\$55.50
12-06-21	TJT	Receipt and review of e-mail from Bob Robertson re Yacht Club.	0.20	185.00	\$37.00
12-06-21	TJT	Preparation of e-mail to Bob Robertson re Yacht Club.	0.10	185.00	\$18.50
12-06-21	RME	Receive and respond to email from Director Lewis regarding adding a CFR requirement after responses for engineer of record have been submitted.	0.10	185.00	\$18.50
12-06-21	KRT	E-mail from/to Judy S. re: BOC Agenda Updates for December 7 Regular Session.	0.10	75.00	\$7.50
12-06-21	TJT	Review additional information received from Bob R. Prepare for and phone call with Atty Cole.	0.50	185.00	\$92.50
12-06-21	TJT	Phone call from Vice Mayor Karr.	0.20	185.00	\$37.00
12-06-21	RME	Research online legislative resources to confirm pending legislation and any new legislation filed since October report; draft new legislative update memo for use of firm's municipal clients; transmit draft report to firm attorneys.	0.50	185.00	\$92.50
12-07-21	EFA	Preparation for, travel to and from, and attendance at the regular meeting of the Board of Commissioners.	6.10	185.00	\$1,128.50
12-07-21	TJT	Review research and preparation of Memo to Board of Commissioners re: 2022 Florida Legislative Session Bills of Concern - Approaching Session Update.	0.50	185.00	\$92.50
12-07-21	KRT	E-mail to Board of Commissioners and City Manager providing Memo re: 2022 Florida Legislative Session Bills of Concern - Approaching Session Update.	0.20	75.00	\$15.00
12-07-21	TJT	Review of Commission agenda package. NO CHARGE	1.20	185.00	\$0.00
12-07-21	TJT	Go over agenda with Atty. Augello. NO CHARGE	0.30	185.00	\$0.00
12-08-21	TJT	Receipt and review of e-mail from Janina Lewis re scale house relocation bid.	0.10	185.00	\$18.50
12-08-21	TJT	Review of email history on TSHA appointments. Review FS, Charter and code re: TSHA appointments.	0.40	185.00	\$74.00
12-09-21	KRT	Confirm 2022 Public Meeting Schedule dates provided by Judy S. are on Tom's calendar. E-mail to Judy S.	0.50	75.00	\$37.50
12-09-21	RME	Receive email from Director Vincent regarding interpretation of the sign code regarding campaign signs; pull prior versions of the code I had drafted to compare that language to the final version City staff developed; draft response to Ms. Vincent advising on how I would interpret the code.	0.40	185.00	\$74.00
12-09-21	TJT	Preparation for, travel to and attendance at meetings with Mark, Irene, Michele and Mayor.	2.30	185.00	\$425.50

12-09-21	TJT	Return phone call to ABC reporter re: Anclote Harbor.	0.10	185.00	\$18.50
12-09-21	TJT	Receipt and review of e-mail from Joe Hamilton re 620 North Florida Avenue permit.	0.20	185.00	\$37.00
12-09-21	TJT	Receipt and review of e-mail from Pletcher request.	0.10	185.00	\$18.50
12-09-21	TJT	Receipt and review of e-mail from Judy Staley with Dec. 14 agenda and packet.	0.20	185.00	\$37.00
12-10-21	TJT	Receipt and review of e-mail from Judy Staley with Dec. 14 agenda and packet.	0.20	185.00	\$37.00
12-10-21	TJT	Receipt and review of e-mail from Jane Graham re Anclote Harbor Motion for Stay.	0.10	185.00	\$18.50
12-10-21	TJT	Receipt and review of e-mail from Ron Harring re Nissan Leaf S Plus lease.	0.10	185.00	\$18.50
12-13-21	TJT	Receipt and review of e-mail from Jane Graham re Motion to Stay.	0.10	185.00	\$18.50
12-13-21	TJT	Receipt and review of e-mail from Irene Jacobs re withdrawal of candidate.	0.10	185.00	\$18.50
12-13-21	TJT	Receipt and review of e-mail from Pat McNeese re public hearing schedule.	0.10	185.00	\$18.50
12-13-21	TJT	Preparation of e-mail to City Commission re third Petition for Writ of Certiorari filed.	0.10	185.00	\$18.50
12-13-21	TJT	Preparation of e-mail to Jane Graham, Ed Armstrong and Scott McLaren re Motion to Stay and procedure.	0.30	185.00	\$55.50
12-13-21	TJT	Telephone call from Commissioner Donovan.	0.20	185.00	\$37.00
12-13-21	RME	Per City Attorney Trask's request, review bid package (solicitation, terms and conditions and plans and specs) for Bid No. 220043-B-JL, Scale House Relocation & Meres Blvd Roadway Improvements; draft a response to Director Lewis outlining several recommended edits.	2.40	185.00	\$444.00
12-14-21	TJT	Preparation for, travel to and attendance at Commission meeting.	5.30	185.00	\$980.50
12-14-21	TJT	Receipt and review of e-mails (2) from Joe Hamilton re 620 North Florida Avenue fence issue.	0.30	185.00	\$55.50
12-14-21	TJT	Receipt and review of e-mail from Mark LeCouris re 620 North Florida Avenue fence issue.	0.10	185.00	\$18.50
12-14-21	TJT	Receipt and review of e-mail from Costa Vatikiotis re Morgan Group submittal.	0.20	185.00	\$37.00

12-14-21	TJT	Receipt and review of e-mail from Pat McNeese re 620 North Florida Avenue fence issue.	0.10	185.00	\$18.50
12-14-21	TJT	Receipt and review of e-mail from Mark LeCouris re 620 North Florida Avenue fence issue.	0.10	185.00	\$18.50
12-14-21	TJT	Receipt and review of e-mail from Mike Trill re 620 North Florida Avenue fence issue.	0.40	185.00	\$74.00
12-14-21	TJT	Receipt and review of e-mail from Irene Jacobs re Res. 21-63.	0.10	185.00	\$18.50
12-14-21	TJT	Receipt and review of e-mail from Catherine Mansfield re Tarpon Springs MOU.	0.10	185.00	\$18.50
12-14-21	TJT	Receipt and review of e-mail from Diane Wood re Elwell agreement.	0.10	185.00	\$18.50
12-14-21	TJT	Preparation of e-mail to Diane Wood re Elwell agreement.	0.10	185.00	\$18.50
12-14-21	TJT	Receipt and review of e-mail from Ron Haring re 2022 Nissan Leaf lease.	0.10	185.00	\$18.50
12-14-21	TJT	Preparation of e-mail to Katie Cole re Yacht Club.	0.10	185.00	\$18.50
12-14-21	KRT	E-mail from/to Judy S. providing Amended Resolution 2021-63 for tonight's BOC meeting.	0.10	75.00	\$7.50
12-15-21	TJT	Receipt and review of e-mail from Pat McNeese re Pinellas County Ord. 21-30.	0.10	185.00	\$18.50
12-15-21	TJT	Receipt and review of e-mail from Trish Hickey re Zoom settlement.	0.10	185.00	\$18.50
12-15-21	TJT	Receipt and review of e-mail from Catherine Mansfield re MOU.	0.20	185.00	\$37.00
12-15-21	TJT	Preparation of e-mail to Catherine Mansfield re MOU.	0.10	185.00	\$18.50
12-15-21	TJT	Receipt and review of e-mail from Nick Makris re Seabreeze Drive sewer project.	0.30	185.00	\$55.50
12-15-21	TJT	Preparation of e-mail to Jeff Young re MOU.	0.10	185.00	\$18.50
12-15-21	TJT	Preparation of e-mail to Ron Haring re Nissan Leaf S Plus lease.	0.10	185.00	\$18.50
12-15-21	TJT	Preparation of e-mail to Mark LeCouris re Zoom settlement.	0.10	185.00	\$18.50
12-15-21	TJT	Return pc to Atty Catie Mansfield at Pasco County Sheriff's Office re: forfeiture ILA.	0.20	185.00	\$37.00
12-15-21	TJT	Review Storm Warning Tower Light Loan Agreement.	0.30	185.00	\$55.50
12-15-21	TJT	Review of lease documents for 2022 Nissan Leaf.	0.40	185.00	\$74.00

12-15-21	KRT	E-mail to Irene J. providing copy of executed Public Artwork Services Agreement signed by Mike Elwell and approved by Tom as City Attorney.	0.10	75.00	\$7.50
12-15-21	KRT	E-mail to Irene J. providing a list of closed files in a box to be delivered by Tom to the City tomorrow.	0.10	75.00	\$7.50
12-16-21	TJT	Receipt and review of e-mail from Irene Jacobs re election public records request question.	0.10	185.00	\$18.50
12-16-21	TJT	Receipt and review of e-mails (2) from Karen Lemmons re Saroukos parking lot lease.	0.20	185.00	\$37.00
12-16-21	TJT	Preparation of e-mail to Karen Lemmons re Saroukos parking lot lease.	0.10	185.00	\$18.50
12-16-21	TJT	Legal research re: PRR for drivers license and calls from/to Irene J.	0.50	185.00	\$92.50
12-16-21	TJT	Travel to City Hall to drop off artist agreement and files for city retention. NO CHARGE	0.50	185.00	\$0.00
12-16-21	TJT	Review of background and revisions to Saroukos Parking Lot Lease Agreement.	0.30	185.00	\$55.50
12-17-21	TJT	Receipt and review of e-mail from Karen Lemmons re Saroukos parking lot lease.	0.10	185.00	\$18.50
12-17-21	TJT	Receipt and review of e-mail from Ashley Tobin re SWFWMD agreement.	0.10	185.00	\$18.50
12-17-21	TJT	Receipt and review of e-mail from Mark LeCouris re Saroukos parking lot lease.	0.10	185.00	\$18.50
12-17-21	TJT	Preparation of e-mail to Mark LeCouris re Saroukos parking lot lease.	0.10	185.00	\$18.50
12-17-21	TJT	Receipt and review of e-mail from Bob Robertson re Yacht Club appraisal.	0.10	185.00	\$18.50
12-17-21	TJT	Receipt and review of e-mail from Jeff Young re MOU language.	0.10	185.00	\$18.50
12-20-21	TJT	Receipt and review of e-mail from Bob Robertson re Yacht Club.	0.10	185.00	\$18.50
12-20-21	TJT	Preparation of e-mail to Bob Robertson re Yacht Club.	0.10	185.00	\$18.50
12-20-21	TJT	Receipt and review of e-mails (2) from Renea Vincent re reserving easements.	0.20	185.00	\$37.00
12-20-21	TJT	Preparation of e-mail to Renea Vincent re reserving easements.	0.10	185.00	\$18.50
12-20-21	RME	Discuss issue in current version of food truck code with Mr. Trask; per his direction, draft a proposed revising ordinance and transmit to him for his review and use with City staff.	1.10	185.00	\$203.50

12-20-21	RME	Receive question from Ms. Lewis regarding an objection a possible proposer has made to the RFP's indemnification language; pull FS 725.08 and draft response to Ms. Lewis opinion on the objection.	0.20	185.00	\$37.00
12-20-21	TJT	Review of SWFWMD CFI Project Agreement for Ashley T.	0.90	185.00	\$166.50
12-20-21	TJT	Second revision to Saroukos parking lot agreement.	0.20	185.00	\$37.00
12-21-21	TJT	Receipt and review of e-mail from Judy Staley re Peninsula Rehab.	0.20	185.00	\$37.00
12-21-21	TJT	Receipt and review of e-mails (2) from Diane Wood re Community Theater donation.	0.30	185.00	\$55.50
12-21-21	TJT	Preparation of e-mail to Diane Wood re Community Theater donation.	0.10	185.00	\$18.50
12-21-21	TJT	Receipt and review of e-mail from Bob Robertson re Seabreeze Drive sewer project.	0.30	185.00	\$55.50
12-21-21	TJT	Receipt and review of e-mail from Mark LeCouris re Seabreeze Drive sewer project.	0.10	185.00	\$18.50
12-21-21	TJT	Receipt and review of e-mails (3) from Katie Cole re Yacht Club.	0.20	185.00	\$37.00
12-21-21	TJT	Receipt and review of e-mail from Renea Vincent re reserving easements.	0.10	185.00	\$18.50
12-21-21	TJT	Receipt and review of e-mail from Ron Haring re Indianos Agreement.	0.10	185.00	\$18.50
12-21-21	TJT	Receipt and review of e-mails (2) from Diane Wood re Indianos Agreement.	0.20	185.00	\$37.00
12-21-21	TJT	Preparation of e-mail to Katie Cole re Yacht Club.	0.10	185.00	\$18.50
12-21-21	TJT	Review of and revisions to Indianos Director agreement for Diane W.	0.40	185.00	\$74.00
12-21-21	RME	Ph. conf. w/ Planning Director Vincent to discuss desirability of revising the food truck code and possible options.	0.30	185.00	\$55.50
12-21-21	RME	Receive email from Director Vincent indicating how the City would like to proceed with revising the food truck code; draft a revision to my initial draft ordinance; transmit new draft to City staff; draft email to Mr. Trask noting hearing dates.	0.40	185.00	\$74.00
12-22-21	TJT	Receipt and review of e-mail from Bob Robertson re Seabreeze project.	0.10	185.00	\$18.50
12-22-21	TJT	Receipt and review of e-mails (4) from Diane Wood re Indianos revised contract.	0.30	185.00	\$55.50

12-22-21	TJT	Receipt and review of e-mail from Mark LeCouris re Indianos revised contract.	0.10	185.00	\$18.50
12-22-21	TJT	Preparation of e-mails (2) to Ron Haring re Indianos contract.	0.10	185.00	\$18.50
12-22-21	TJT	Preparation of e-mail to Shannon Lockheart re PRIME ILA.	0.10	185.00	\$18.50
12-22-21	RME	Draft staffing backup memo to accompany draft ordinance revising food truck ordinance; transmit memo to City staff.	0.90	185.00	\$166.50
12-22-21	TJT	Additional revisions to Performance Agreement for Indianos.	0.30	185.00	\$55.50
12-22-21	TJT	Work on PRIME Interlocal Agreement.	0.80	185.00	\$148.00
12-27-21	TJT	Receipt and review of e-mail from Tony Mannello re 962 Ridgewood Terrace claim.	0.10	185.00	\$18.50
12-30-21	KRT	E-mail to Judy S. re: Office Hours for Tom on Thurs., Feb. 24, 2022.	0.10	75.00	\$7.50

Services Subtotal: \$8,596.50

Subtotal	\$8,596.50
Discount	\$930.00
Tax	\$0.00
<b>Total</b>	<b>\$7,666.50</b>
Payment	\$0.00
<b>Balance Owing</b>	<b>\$7,666.50</b>

#### Statement Account Summary

Previous Balance	New Charges	Payments Received	Total Amount Outstanding
\$13,808.50	+	\$7,666.50	-
		\$13,808.50	=
			<b>\$7,666.50</b>

#### Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$13,808.50
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Erica Augello	EFA	6.60	185.00	\$1,221.00
Kathy Tokos	KRT	1.40	75.00	\$105.00
Robert Eschenfelder	RME	6.30	185.00	\$1,165.50
Thomas J. Trask	TJT	35.00	174.43	\$6,105.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,552.25

Total Matter Balance \$7,666.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.

**DECEMBER 2021**

TOTAL ATTORNEY HOURS	45.90
Base Retainer Hours	45.00
Additional Billable Hours	0.90

Retainer Amount Due	\$ 7,500.00
Additional Hours @185/hr	\$ 166.50
<b>TOTAL DUE THIS INVOICE</b>	<b>\$ 7,666.50</b>



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7159  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/General

## Services

Date	Atty	Description	Quantity	Rate	Total
12-06-21	KRT	Follow-up e-mail to Bobbie C. re: Notice to Creditors for Andreas Salivaras EST.	0.10	75.00	\$7.50
12-08-21	KRT	E-mail to/from attorneys for review and update to Litigation Status Report.	0.20	75.00	\$15.00
12-15-21	KRT	E-mail to BOC and Mark LeCouris of Litigation Status Report.	0.10	75.00	\$7.50
12-15-21	TJT	Review and finalize Litigation Status Report.	0.30	185.00	\$55.50

Services Subtotal: \$85.50

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Subtotal	\$85.50
Tax	\$0.00
Total	\$85.50
Payment	\$0.00
Balance Owing	\$85.50

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Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$108.00	+	\$85.50	-	\$108.00	=	\$85.50

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$108.00
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Kathy Tokos	KRT	0.40	75.00	\$30.00
Thomas J. Trask	TJT	0.30	185.00	\$55.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$85.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



T R A S K  
DAIGNEAULT  
LLP  
ATTORNEYS

TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7157  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Code Enforcement Matters

## Services

Date	Atty	Description	Quantity	Rate	Total
12-03-21	TJT	Receipt and review of e-mail from Brian Dwyer with agenda and packet.	0.20	185.00	\$37.00
12-07-21	TJT	Review of 987 Sunrise file. Obtain PCPAO website info, Final Judgment of Foreclosure and Certificate of Disbursements.	0.50	185.00	\$92.50
12-07-21	TJT	Phone call from Vice Mayor Karr regarding Sunrise Drive settlement.	0.10	185.00	\$18.50
12-07-21	TJT	Receipt and review of e-mails (2) from Beth Hughes re Ludlow/987 Sunrise Drive.	0.20	185.00	\$37.00
12-07-21	TJT	Preparation of e-mail to Beth Hughes re Ludlow/987 Sunrise Drive.	0.10	185.00	\$18.50
12-07-21	TJT	Receipt and review of e-mail from Mark LeCouris re Ludlow/987 Sunrise Drive.	0.10	185.00	\$18.50
12-08-21	TJT	Preparation of e-mail to Helmy Khalil re 987 Sunrise Drive settlement.	0.10	185.00	\$18.50
12-09-21	TJT	Preparation for, travel to and attendance at CEB meeting.	1.50	185.00	\$277.50
12-13-21	TJT	Preparation of e-mail to Richard Perfidio re initiation of code enforcement cases.	0.10	185.00	\$18.50
12-13-21	TJT	Review of code and statute re: initiation of CEB cases in order to respond to CEB member Perfidio.	0.20	185.00	\$37.00

12-16-21	TJT	Receipt and review of e-mail from Pat McNeese re Icaria case.	0.10	185.00	\$18.50
12-16-21	TJT	Preparation of e-mail to Pat McNeese re Icaria case.	0.10	185.00	\$18.50
12-16-21	TJT	Receipt and review of e-mail from Beth Hughes re Icaria.	0.10	185.00	\$18.50
12-16-21	TJT	Receipt and review of e-mail from Rich Perfidio re CEB question.	0.10	185.00	\$18.50
12-17-21	TJT	Receipt and review of e-mail from Beth Hughes re 711 North Disston compliance.	0.10	185.00	\$18.50
12-21-21	TJT	Receipt and review of e-mail from Beth Hughes re Valencia code case.	0.10	185.00	\$18.50

Services Subtotal: \$684.50

Subtotal	\$684.50
Tax	\$0.00
Total	\$684.50
Payment	\$0.00
Balance Owing	\$684.50

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$766.50	+	\$684.50	-	\$766.50	=	\$684.50

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$766.50
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Thomas J. Trask	TJT	3.70	185.00	\$684.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$684.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



T R A S K  
 DAIGNEAULT  
 LLP  
 ATTORNEYS

TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
 1001 S. Fort Harrison Ave., Suite 201  
 Clearwater, FL 33756

Invoice #: 7163  
 Date: 01-03-2022  
 Due On: 01-31-2022

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City of Tarpon Springs  
 Att: Judy Staley  
 City Manager's Office P.O. Box 5004  
 Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Planning & Zoning

Services

Date	Atty	Description	Quantity	Rate	Total
12-02-21	EFA	Receipt and review of email from Judy Staley regarding meeting dates.	0.10	185.00	\$18.50
12-07-21	EFA	Receipt and review of email from Pat McNeese with attached agenda packet for upcoming meeting of the Planning and Zoning Board.	0.40	185.00	\$74.00
12-07-21	TJT	Receipt and review of e-mail from Pat McNeese with agenda and packet.	0.20	185.00	\$37.00
12-08-21	EFA	Receipt and review of email from Pat McNeese regarding legislative update.	0.10	185.00	\$18.50
12-10-21	EFA	Receipt and review of email from Pat McNeese with attached 2022 meeting schedule.	0.20	185.00	\$37.00

Services Subtotal: \$185.00

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Subtotal	\$185.00
Tax	\$0.00
Total	\$185.00
Payment	\$0.00
Balance Owing	\$185.00

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### Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$1,202.50	+	\$185.00	-	\$1,202.50	=	\$185.00

### Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$1,202.50
Remaining Retainer Balance:	\$0.00

### Timekeeper Summary

Name	Initials	Hours	Rate	Total
Erica Augello	EFA	0.80	185.00	\$148.00
Thomas J. Trask	TJT	0.20	185.00	\$37.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$185.00

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

## INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7160  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Heritage Preservation Board

### Services

Date	Atty	Description	Quantity	Rate	Total
12-03-21	TJT	Receipt and review of e-mail from Pat McNeese with agenda and packet.	0.20	185.00	\$37.00
12-06-21	EFA	Discussion with Attorney NSM regarding meeting procedures.	0.20	185.00	\$37.00
12-06-21	NSM	Travel to, attend, and travel from the Board meeting.	4.10	185.00	\$758.50
12-06-21	NSM	Review Agenda, supporting documents and the staff's analysis for tonight's meeting.	3.20	185.00	\$592.00
12-07-21	EFA	Review code for criteria and appellate process.	0.20	185.00	\$37.00
12-14-21	NSM	Receipt, review and respond to an email from Pat McNeese with dates for 2022 meetings attached. Review the dates for the HPB meetings in 2022 and confirm they are on the calendar.	0.20	185.00	\$37.00
12-29-21	TJT	Receipt and review of e-mail from Pat McNeese with agenda and packet.	0.20	185.00	\$37.00

Services Subtotal: \$1,535.50

Subtotal	\$1,535.50
Tax	\$0.00
Total	\$1,535.50
Payment	\$0.00
Balance Owing	\$1,535.50

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$55.50	+	\$1,535.50	-	\$55.50	=	\$1,535.50

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$55.50
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Erica Augello	EFA	0.40	185.00	\$74.00
Nancy Meyer	NSM	7.50	185.00	\$1,387.50
Thomas J. Trask	TJT	0.40	185.00	\$74.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$1,535.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



T R A S K  
DAIGNEAULT  
LLP  
ATTORNEYS

TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7156  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Board of Adjustment

## Services

Date	Atty	Description	Quantity	Rate	Total
12-02-21	EFA	Receipt and review of email from Judy Staley regarding meeting dates.	0.10	185.00	\$18.50
12-08-21	EFA	Continue draft and preparation of memo to Board of Adjustment.	1.50	185.00	\$277.50
12-09-21	EFA	Receipt and review of email from Kim Yothers; review and revision of memo to board; draft and preparation of email to Kim Yothers; compilation and transmission of same.	0.50	185.00	\$92.50
12-09-21	EFA	Receipt and review of email from Kim Yothers with attached agenda packet for upcoming meeting.	0.30	185.00	\$55.50
12-09-21	TJT	Receipt and review of e-mail from Kim Yothers with Dec. 15 agenda and packet.	0.20	185.00	\$37.00
12-10-21	NSM	Review Agenda and attachment and current rules of procedures in preparation for the meeting next week.	1.50	185.00	\$277.50
12-14-21	EFA	Telephone conference with Attorney NSM regarding meeting.	0.10	185.00	\$18.50
12-15-21	NSM	Travel to, attend, and travel from the meeting.	3.80	185.00	\$703.00
12-16-21	EFA	Receipt and review of notes from Attorney NSM on revisions to Board of Adjustments Rules of Procedure.	0.20	185.00	\$37.00
12-16-21	NSM	Draft a summary of Board's requested changes to the Rules of Procedure for Attorney Augello.	0.60	185.00	\$111.00

Services Subtotal: \$1,628.00

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Subtotal	\$1,628.00
Tax	\$0.00
Total	\$1,628.00
Payment	\$0.00
Balance Owing	\$1,628.00

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Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$481.00	+	\$1,628.00	-	\$481.00	=	\$1,628.00

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$481.00
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Erica Augello	EFA	2.70	185.00	\$499.50
Nancy Meyer	NSM	5.90	185.00	\$1,091.50
Thomas J. Trask	TJT	0.20	185.00	\$37.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$1,628.00

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

## INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7164  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Rebecca Vares-Ebert

### Services

Date	Atty	Description	Quantity	Rate	Total
12-01-21	RME	Work w/ Kathy on finalizing the wording of the proposed final judgment of foreclosure and related docs to be filed with the court.	0.40	185.00	\$74.00
12-02-21	KRT	File in Circuit Civil - Notice of Filing	0.30	75.00	\$22.50
12-02-21	KRT	File in Circuit Civil - Affidavit of Costs	0.30	75.00	\$22.50
12-02-21	KRT	File in Circuit Civil - Fee Affidavit of Plaintiff's Attorney	0.30	75.00	\$22.50
12-02-21	KRT	File in Circuit Civil - Affidavit as to Attorney's Fees	0.30	75.00	\$22.50
12-03-21	KRT	Review file and prepare initial draft of Final Judgment of Foreclosure for Rob's review.	1.30	75.00	\$97.50
12-03-21	RME	Rev. motion for rehearing and clarification filed by Vares.	0.20	185.00	\$37.00
12-03-21	KRT	E-mail to/from Rob E. questions regarding finalization of Final Judgment of Foreclosure.	0.10	75.00	\$7.50
12-06-21	RME	Prepare and send letter to Judge Jirotko providing copies of Notice of Filing and MSJ Affidavits, proposed Final Judgment of Foreclosure (with additional copies and pre-addressed, stamped envelopes) and Final Disposition Form for review.	0.30	185.00	\$55.50

12-06-21	TJT	Review Declaration of Rebecca Vares-Ebert re: Motion for Summary Judgment and hearing of 11-22-21.	0.10	185.00	\$18.50
12-06-21	TJT	Review Motion and Memorandum of Law for Reconsideration of Order dated 11-22-21.	0.10	185.00	\$18.50
12-08-21	KRT	Review file. E-mail to/from Maria at Atty. Zinzow's office inquiring as to Invoice that Tom received via e-mail and requesting confirmation that same was paid in full..	0.20	75.00	\$15.00
12-08-21	RME	Draft case status update at request of client.	0.10	185.00	\$18.50
12-15-21	RME	Prepare Notice of Sale and letter to publisher. Calendar foreclosure sale date. Task legal assistant to schedule on-line sale.	0.60	185.00	\$111.00
12-15-21	TJT	Review In Rem Final Judgment of Foreclosure.	0.10	185.00	\$18.50
12-15-21	KRT	E-mail from Clerk of Court re: fee requirements for foreclosure sales.	0.10	75.00	\$7.50
12-16-21	KRT	File in Circuit Civil - Notice of Sale	0.30	75.00	\$22.50
12-16-21	KRT	E-mail Notice of Sale to Business Observer for publication together with letter of instruction.	0.20	75.00	\$15.00
12-16-21	KRT	Prepare and send letter to Clerk of Court enclosing checks for service fee and bidder fee for foreclosure sale and pre-addressed stamped envelopes for Certificates of Sale, Title and Disbursements for Defendants.	0.40	75.00	\$30.00
12-16-21	KRT	E-mail from Business Observer providing legal notice for review. Proof legal and confirm to Kelly at Business Observer.	0.10	75.00	\$7.50
12-20-21	KRT	E-mail from Clerk regarding need to revise Notice of Sale. Meet briefly with Atty. Trask. Revise Notice of Sale and file with Clerk. Mail revised Notice of Sale to Defendants.	0.20	75.00	\$0.00
12-27-21	TJT	Review Motion to Disqualify Judge and Memorandum of Law.	0.10	185.00	\$18.50
12-30-21	KRT	Schedule sale in Real Foreclose and confirm all sale fees are paid.	0.40	75.00	\$30.00

Services Subtotal: \$692.50

#### Expenses

12-02-21	KRT	Photocopies - Notice of Filing of MSJ Affidavits (copies to each Defendant)	36.00	0.20	\$7.20
12-02-21	KRT	Postage - Notice of Filing of MSJ Affidavits (mailed to each Defendant)	2.00	1.76	\$3.52

12-06-21	RME	Photocopies - Letter to Judge Jirotko enc. proposed Final Judgment of Foreclosure	48.00	0.20	\$9.60
12-06-21	RME	Postage - Letter to Judge Jirotko enc. proposed Final Judgment of Foreclosure	1.00	2.73	\$2.73
12-06-21	RME	Postage - Letter to Judge Jirotko enc. proposed Final Judgment of Foreclosure (pre-addressed, stamped envelopes for all parties)	3.00	0.53	\$1.59
12-06-21	RME	Postage - Letter to Judge Jirotko enc. proposed Final Judgment of Foreclosure (mailed to Defendants)	2.00	0.73	\$1.46
12-15-21	JT	Foreclosure Sale service fee – Case No. 19-2964-CI Sale Date: February 15, 2022 – 10:00 a.m	1.00	59.00	\$59.00
12-15-21	JT	Real Auction Bidder Fee, Bidder #10563 – Case No. 19-2964-CI Sale Date: February 15, 2022 – 10:00 a.m.	1.00	70.00	\$70.00
12-16-21	KRT	Photocopies - Letter to Clerk enc. foreclosure sale fees, etc.	3.00	0.20	\$0.60
12-16-21	KRT	Postage - Letter to Clerk enc. foreclosure sale fees, etc.	1.00	0.53	\$0.53
12-16-21	KRT	Postage - Return envelopes to Defendants for Certificates of Sale, Title and Disbursement from Clerk	2.00	0.53	\$1.06
12-16-21	RME	Photocopies - Notice of Sale to Defendants	2.00	0.20	\$0.40
12-16-21	RME	Postage - Notice of Sale to Defendants	2.00	0.53	\$1.06
12-20-21	JT	Maxa Enterprises, Inc; Court Reporter; Telephonic Hearing 11/22/2021	1.00	95.00	\$95.00
12-30-21	JT	Notice of Sale	1.00	155.00	\$155.00

Expenses Subtotal: \$408.75

Subtotal	\$1,101.25
Tax	\$0.00
Total	\$1,101.25
Payment	\$0.00
Balance Owing	\$1,101.25

### Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$1,392.15	+	\$1,101.25	-	\$1,392.15	=	\$1,101.25

### Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$1,392.15
Remaining Retainer Balance:	\$0.00

### Timekeeper Summary

Name	Initials	Hours	Rate	Total
Kathy Tokos	KRT	4.50	71.67	\$322.50
Robert Eschenfelder	RME	1.60	185.00	\$296.00
Thomas J. Trask	TJT	0.40	185.00	\$74.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$1,101.25

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7162  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Opiate Litigation

## Services

Date	Atty	Description	Quantity	Rate	Total
12-01-21	TJT	Preparation of e-mail to Mark LeCouris re execution of settlement documents.	0.10	185.00	\$18.50
12-01-21	TJT	Review of Participation Instructions, Florida Subdivision Participation Form and Florida Opioid Allocation Statewide Response Agreement.	0.30	185.00	\$55.50
12-16-21	TJT	Receipt and review of e-mail from Mark LeCouris re settlement documents.	0.10	185.00	\$18.50

Services Subtotal: \$92.50

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Subtotal	\$92.50
Tax	\$0.00
Total	\$92.50
Payment	\$0.00
Balance Owing	\$92.50

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Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$92.50	+	\$92.50	-	\$92.50	=	\$92.50

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$92.50
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Thomas J. Trask	TJT	0.50	185.00	\$92.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$92.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



T R A S K  
 DAIGNEAULT  
 LLP  
 ATTORNEYS

TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
 1001 S. Fort Harrison Ave., Suite 201  
 Clearwater, FL 33756

Invoice #: 7153  
 Date: 01-03-2022  
 Due On: 01-31-2022

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City of Tarpon Springs  
 Att: Judy Staley  
 City Manager's Office P.O. Box 5004  
 Tarpon Springs, FL 34688-5004

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Matter Name: Concerned Citizens of TS/Tarpon Springs et al

## Services

Date	Atty	Description	Quantity	Rate	Total
12-01-21	TJT	Review Petitioner's Status Report.	0.10	185.00	\$18.50
12-03-21	TJT	Receipt and review of e-mail from Jane Graham re Motion for Stay.	0.10	185.00	\$18.50
12-20-21	TJT	Receipt and review of e-mail from Jane Graham re Order status.	0.10	185.00	\$18.50
12-20-21	TJT	Receipt and review of e-mail from Scott McLaren re Order status.	0.10	185.00	\$18.50
12-21-21	JD	Edit proposed order on motion to stay and send to Mayor for review and signature.	0.20	185.00	\$37.00
12-22-21	JD	Receive and review emails from S. McLaren and J. Graham regarding service of order on motion to stay.	0.20	185.00	\$37.00

Services Subtotal: \$148.00

Subtotal	\$148.00
Tax	\$0.00
Total	\$148.00
Payment	\$0.00
Balance Owing	\$148.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$444.00	+	\$148.00	-	\$444.00	=	\$148.00

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$444.00
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Jay Daigneault	JD	0.40	185.00	\$74.00
Thomas J. Trask	TJT	0.40	185.00	\$74.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$148.00

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7154  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

---

Matter Name: Durham, Elijah and Ashley and Durham Products and Services, LLC d/b/a Sol Burger vs. City of Tarpon Springs

## Services

Date	Atty	Description	Quantity	Rate	Total
12-06-21	TJT	Preparation of e-mail to City Commission re initial brief filed by Appellants.	0.10	185.00	\$18.50
12-06-21	TJT	Review of Initial Brief on the Merits.	0.80	185.00	\$148.00

Services Subtotal: \$166.50

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Subtotal	\$166.50
Tax	\$0.00
Total	\$166.50
Payment	\$0.00
Balance Owing	\$166.50

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## Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$7.50	+	\$166.50	-	\$7.50	=	\$166.50

### Detailed Operating Retainer Summary

Previous Retainer Balance: \$0.00  
Deposits Since Last Invoice: \$7.50  
Remaining Retainer Balance: \$0.00

### Timekeeper Summary

Name	Initials	Hours	Rate	Total
Thomas J. Trask	TJT	0.90	185.00	\$166.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$166.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7161  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Midcoast Construction Enterprises, LLC and Jack Fulford

### Services

Date	Atty	Description	Quantity	Rate	Total
12-06-21	TJT	Preparation of e-mail to Jack Fulford re delivery of payment.	0.10	185.00	\$18.50
12-06-21	TJT	Receipt and review of e-mail from Jack Fulford re delivery of payment.	0.10	185.00	\$18.50
12-07-21	TJT	Preparation of e-mail to Michele Manousos re payment received.	0.10	185.00	\$18.50
12-20-21	TJT	Receipt and review of e-mail from Ron Harring re settlement of case.	0.10	185.00	\$18.50
12-20-21	TJT	Preparation of e-mail to Ron Harring re settlement of case.	0.10	185.00	\$18.50

Services Subtotal: \$92.50

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Subtotal	\$92.50
Tax	\$0.00
Total	\$92.50
Payment	\$0.00
Balance Owing	\$92.50

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Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$74.00	+	\$92.50	-	\$74.00	=	\$92.50

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$74.00
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Thomas J. Trask	TJT	0.50	185.00	\$92.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$92.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7155  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Nationstar Mortgage LLC vs. Estate of Thelma Louise Halsell (f/k/a Thelma C. Murray), et al. re: 1845 Wilmar Avenue, Tarpon Spr

## Services

Date	Atty	Description	Quantity	Rate	Total
12-21-21	TJT	Review Notice of Dropping Parties (Unknown Tenants #1 and #2).	0.10	185.00	\$18.50
12-21-21	TJT	Review Plaintiff's Motion for Default.	0.10	185.00	\$18.50
12-21-21	TJT	Review Verified Statement of Military Status.	0.10	185.00	\$18.50

Services Subtotal: \$55.50

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Subtotal	\$55.50
Tax	\$0.00
Total	\$55.50
Payment	\$0.00
Balance Owing	\$55.50

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### Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$111.00	+	\$55.50	-	\$111.00	=	\$55.50

### Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$111.00
Remaining Retainer Balance:	\$0.00

### Timekeeper Summary

Name	Initials	Hours	Rate	Total
Thomas J. Trask	TJT	0.30	185.00	\$55.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$55.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7151  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Concerned Citizens of Tarpon Springs, Inc. vs. City of TS, et al. - 2nd Petition for Writ of Certiorari

## Services

Date	Atty	Description	Quantity	Rate	Total
12-01-21	JD	Receive and review Morgan Group's executed acceptance of service.	0.10	185.00	\$18.50
12-01-21	TJT	Review Acceptance of Service of Process by Atty. Scott McLaren.	0.10	185.00	\$18.50
12-01-21	TJT	Review Withdrawal of Acceptance of Service of Process by Atty. Scott McLaren.	0.10	185.00	\$18.50
12-01-21	JD	Begin review of hearing transcripts.	4.70	185.00	\$869.50
12-02-21	JD	Receive and review notice of appearance by S. Costello.	0.10	185.00	\$18.50
12-02-21	TJT	Return pc to Mayor Alahouzos.	0.20	185.00	\$37.00
12-03-21	JD	Receive and review email from J. Graham attaching motion to stay development pending appeal and motion itself. Brief review of appellate rules. Calls with T. Trask, S. Costello, and M. LeCouris re handling of same.	1.80	185.00	\$333.00
12-04-21	JD	Continue review of hearing transcripts.	3.40	185.00	\$629.00
12-06-21	JD	Call with S. McLaren, S. Costello, and E. Armstrong re handling of motion for stay. Call to M. LeCouris to update.	0.80	185.00	\$148.00
12-06-21	JD	Conduct additional legal research on propriety of motion for stay, standards applicable to it, appellate standards applicable to it, and possible exposures to City if motion is granted or denied.	4.20	185.00	\$777.00

12-07-21	JD	Call with S. McLaren, E. Armstrong, and S. Costello in follow up to yesterday's call concerning posture of motion and process.	0.40	185.00	\$74.00
12-08-21	JD	Conferences with TJT re status of prior ordinance, issues related to present ordinance and motion for stay. Call with M. LeCouris re motion and follow up with email detailing agenda description and backup materials. Email to all counsel concerning date of hearing and conduct of item. Call with S. McLaren re timing of response.	0.80	185.00	\$148.00
12-10-21	JD	Receipt, review, and analysis of Morgan Group's response to motion to stay. Exchange multiple emails with City staff re agenda packet and presentation.	1.50	185.00	\$277.50
12-13-21	JD	Multiple calls with S. Costello re motion for continuance.	0.40	185.00	\$74.00
12-13-21	TJT	Phone call from Mayor, conference with Jay and confirm process to hear Motion to Stay.	0.50	185.00	\$92.50
12-13-21	TJT	Review of Motion to Stay.	0.30	185.00	\$55.50
12-13-21	TJT	Review of Initial Response.	0.60	185.00	\$111.00
12-13-21	TJT	Review of Supplemental Response.	0.50	185.00	\$92.50
<b>Services Subtotal:</b>					<b>\$3,792.50</b>

Subtotal	\$3,792.50
Tax	\$0.00
<b>Total</b>	<b>\$3,792.50</b>
Payment	\$0.00
<b>Balance Owing</b>	<b>\$3,792.50</b>

**Statement Account Summary**

Previous Balance	New Charges	Payments Received	Total Amount Outstanding			
\$2,220.00	+	\$3,792.50	-	\$2,220.00	=	<b>\$3,792.50</b>

**Detailed Operating Retainer Summary**

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$2,220.00
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Jay Daigneault	JD	18.20	185.00	\$3,367.00
Thomas J. Trask	TJT	2.30	185.00	\$425.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$3,792.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

# INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7158  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Tarpon Springs/Colson

## Services

Date	Atty	Description	Quantity	Rate	Total
12-10-21	TJT	Receipt and review of e-mail from Trish Hickey with Summons and Complaint.	0.20	185.00	\$37.00
12-10-21	JD	Receipt, review, and initial analysis of Complaint and attachments.	2.60	185.00	\$481.00
12-10-21	JD	Conduct legal research re elements of claims and standing.	1.80	185.00	\$333.00
12-13-21	JD	Conduct legal research regarding standing and intervention by equitable owner/applicant.	1.50	185.00	\$277.50
12-14-21	JD	Review and edit monthly litigation report.	0.20	185.00	\$37.00
12-15-21	TJT	Receipt and review of e-mail from Shane Costello re Summons.	0.10	185.00	\$18.50
12-16-21	JD	Call with S. McLaren re status and intention to intervene.	0.20	185.00	\$37.00
12-17-21	NCA	Draft Notice of Appearance for later use; final edits to and format of Motion to Quash and e-file same; copy of Motion to Plaintiff via US Mail	0.30	75.00	\$22.50
12-17-21	JD	Conduct brief legal research and draft motion to quash process and service of process. Prepare work request to NMA.	1.80	185.00	\$333.00
12-21-21	JD	Continue legal research on adding indispensable or necessary parties.	2.80	185.00	\$518.00

Services Subtotal: \$2,094.50

Subtotal	\$2,094.50
Tax	\$0.00
Total	\$2,094.50
Payment	\$0.00
Balance Owing	\$2,094.50

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$2,094.50	-	\$0.00	=	\$2,094.50

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$0.00
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Jay Daigneault	JD	10.90	185.00	\$2,016.50
Nanette Angelone	NCA	0.30	75.00	\$22.50
Thomas J. Trask	TJT	0.30	185.00	\$55.50

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$2,094.50

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.



TIN: 59-3642714

## INVOICE

Trask Daigneault LLP  
1001 S. Fort Harrison Ave., Suite 201  
Clearwater, FL 33756

Invoice #: 7152  
Date: 01-03-2022  
Due On: 01-31-2022

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City of Tarpon Springs  
Att: Judy Staley  
City Manager's Office P.O. Box 5004  
Tarpon Springs, FL 34688-5004

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Matter Name: Concerned Citizens of Tarpon Springs, Inc. vs. City of TS, et al. - 3rd Petition for Writ of Certiorari

### Services

Date	Atty	Description	Quantity	Rate	Total
12-13-21	JD	Receipt, review, and initial analysis of petition. Begin to pull cases cited by petitioner.	3.50	185.00	\$647.50
12-14-21	JD	Review and edit monthly litigation report.	0.20	185.00	\$37.00
12-14-21	JD	Receive and review inquiry from Commissioner Vatikiotis concerning late filing of Morgan Group's response to motion for stay. Review file and respond to same.	0.40	185.00	\$74.00
12-16-21	TJT	Receipt and review of e-mail from Jane Graham re proposed Order.	0.10	185.00	\$18.50
12-16-21	TJT	Receipt and review of e-mail from Scott McLaren re objection to language of proposed order.	0.10	185.00	\$18.50
12-16-21	JD	Receive and review proposed order on motion to stay and subsequent emails re same.	0.30	185.00	\$55.50
12-16-21	JD	Begin detailed review of appendix documents.	2.90	185.00	\$536.50
12-17-21	JD	Continue review and analysis of appendix documents.	2.90	185.00	\$536.50
12-18-21	JD	Continue review and analysis of appendix docs.	2.90	185.00	\$536.50

12-20-21	JD	Receive and review emails from counsel for petitioner and applicants re: order on motion for stay and review of proposed order. Review and take notes on agenda item where motion was heard, draft motion accordingly and send to TJT for review.	1.90	185.00	\$351.50
12-21-21	JD	Receive and review order directing appellant to file appendix within 30 days.	0.10	185.00	\$18.50
12-27-21	JD	Receive and review order to respond to petition within 30 days.	0.20	185.00	\$37.00
12-28-21	JD	Continue review and analysis of appendix materials.	3.90	185.00	\$721.50
12-29-21	JD	Continue review and analysis of appendix materials.	2.80	185.00	\$518.00
12-29-21	JD	Conduct legal research in support of response to petition.	5.60	185.00	\$1,036.00

Services Subtotal: \$5,143.00

Subtotal	\$5,143.00
Tax	\$0.00
Total	\$5,143.00
Payment	\$0.00
Balance Owing	\$5,143.00

Statement Account Summary

Previous Balance	New Charges	Payments Received	Total Amount Outstanding			
\$0.00	+	\$5,143.00	-	\$0.00	=	\$5,143.00

Detailed Operating Retainer Summary

Previous Retainer Balance:	\$0.00
Deposits Since Last Invoice:	\$0.00
Remaining Retainer Balance:	\$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Jay Daigneault	JD	27.60	185.00	\$5,106.00
Thomas J. Trask	TJT	0.20	185.00	\$37.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$24,866.75

Total Matter Balance \$5,143.00

Please make all amounts payable to: Trask Daigneault, LLP, and include invoice number(s) on check. Thank you.

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7152	Balance: \$5,143.00					
01/03/2022	Invoice #7152	01/31/2022	\$5,143.00			\$5,143.00
<b>Totals:</b>			<b>\$5,143.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,143.00</b>
<b>Totals for client:</b>			<b>\$24,471.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,471.25</b>



**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: January 11, 2022

Subject: Special Event – Neptunes Pit Bull Rescue  
Tarpon Fest  
March 19, 2022

---

**Recommendation:**

That the Mayor and Board of Commissioners approve the Neptunes Pit Bull Rescue special event application for the “Tarpon Fest” on March 19, 2022, and the temporary closure of Court St. (Pinellas Ave. to Safford Ave.), S. Safford Ave. (Lemon St. to Tarpon Ave. - north & southbound lanes) and Lemon/Court St. 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’ event (this event was previously held by the Merchants Association and this group partnered with them in the past).

The hours of the event will be from 3:00 p.m. to 10:00 p.m., with setup beginning at 1:00 p.m. and cleanup ending by 11:00 p.m. This music fest will consist of bands, vendors, and food/beverages (beer/wine) will be sold. There will be a \$5 cover charge to hear several bands. The seating area will be in the Lemon/Court Parking Lot, so there will be fenced off areas. Proceeds will be used for the Pit Bull Rescue.

All set-up and clean-up will be the event sponsors responsibility.

The sponsor has sent out notifications to 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:

- Payment of fees and deposit.
- 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: Nov. 23, 2021  
Name of Event: Tarpon Fest  
Date(s) of Event: March 19, 2022  
Alternate Date(s): X  
Hours of Event: 3-10  
Set up/break down time needed: 1pm. to 11pm  
Type/Purpose of Event: Music Festival

Location of Event (include map for parade/procession routes with assembly and disband points):  
In front of the Historic Train Depot, from the corner of Lemon and Safford.

Close Court St. (Pinellas to Safford), N & S Safford Ave. (Tarpon to Lemon St.) and Court/Lemon St. Parking Lot

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

Disposition of Proceeds: Neptunes Pit Bull Rescue, Inc

**Applicant Information:**

Name of Organization: Neptunes Pit Bull Rescue  
Registered Nonprofit Org.: Yes  No   
Organizations Address: 13 S Safford Ave., Tarpon Springs, FL 34689  
Individual to Contact: Eddie Mullaly (Telephone #) 787 259 9112 (email) eddie.p.mullaly@tarpon.com  
Alternative Contact: Phil Esposito (Telephone #) \_\_\_\_\_ (email) \_\_\_\_\_

**General Information:**

Number of Vendors: 7-10 (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: 2500 Entrance Fee: \$ 5.00  
Location for Attendee Parking: \_\_\_\_\_  
Will Private Security be Provided: Yes  No  Name of Private Company: TSPD  
Will the Following be Provided: Traffic Control: Yes  No  Crowd Control: Yes  No

Will Music be Provided: Yes  No  Hours of Play: 3-10 Band:  DJ:  Other: \_\_\_\_\_

Type & Location of Toilet Facilities: Port o Pottys

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

How will Structure be Secured: Tied Down

Solid Waste Collection/Disposal: Yes  No  Dumpster:  Rolloff:  Other: \_\_\_\_\_

If parade # of: Participants \_\_\_\_\_ Animals \_\_\_\_\_ Floats \_\_\_\_\_ Bands \_\_\_\_\_ Other \_\_\_\_\_

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

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

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

Will Alcoholic Beverages be Served: Yes  No  Type of Alcoholic Beverages: Beer and wine

*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: 8

Cones:  How many: 8

Portable Stage:  Location: \_\_\_\_\_

Electricity Needed:  Where: Train Depot Stage

Public Restrooms:  Hours of Opening/Closing: \_\_\_\_\_

Street Banners:  Locations: \_\_\_\_\_

Additional City Trash Cans

Directional Parking Signs:  Locations: \_\_\_\_\_

Other: Table & Chair Trailer (place on Lemon St.), light tower & generator (place on Court/Lemon Parking Lot). Hire sanitation 3pm to close

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

If not, when will it be sent: \_\_\_\_\_

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

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

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

[Signature]  
Signature of Applicant

11/23/21  
Date



**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: January 11, 2022

Subject: Special Event – Rotary Club of Tarpon Springs  
Cycle for a Cure  
May 1, 2022

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**Recommendation:**

That the Mayor and Board of Commissioners approve the Rotary Club of Tarpon Springs' special event application for the "Cycle for a Cure" on May 1, 2022, and the temporary partial closure of Lemon/Court St. Parking Lot, and intermittent closure of South bound lane of Safford Ave. at Court St.

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

**Background:**

This new event has been approved by the Special Events Review Committee.

This bicycling event begins in Tarpon Springs at 7:00 a.m. They will bicycle along the Pinellas Trail to St. Pete, and return to Tarpon Springs.

Proceeds will be donated to the Rotary's Polio Plus Project.

All set-up and clean-up will be the event sponsors responsibility.

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

City of Tarpon Springs  
Application for Special Events

Event Information:

Date of Application: November 5, 2021

Name of Event: Cycle for a Cause

Date(s) of Event: May 1, 2022

Alternate Date(s): None

Hours of Event: 7:00 AM - 3 pm

Set up/break down time needed: 1-2 hours before & after

Type/Purpose of Event: To raise awareness for and money to help Rotary's Polio Plus project to eradicate Polio worldwide.

Location of Event (include map for parade/procession routes with assembly and disband points): Staggered start times for Pinellas Trail bicycling event of various miles, beginning in Tarpon Springs, proceeding for up to 45 miles south & return. Various refreshment stations are being set up along the trail with permitting from Dunedin, Largo, St. Petersburg & Pinellas County.

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

Other: A portion of the Court/Lemon St. parking lot will be used as starting point and rest area.

Disposition of Proceeds: Net proceeds will be donated to Rotary's Polio Plus project

Applicant Information:

Name of Organization: Rotary Club of Tarpon Springs, District 6950

Registered Nonprofit Org.: Yes  No  Org - PO Box 234, TS, FL 34688

Organizations Address: 90 ROTS-DG 1637 Kismet Ct. Tarpon Springs FL 34689

Individual to Contact: Jocelyn Chapman (Telephone #) 7274160087 (email)

Alternative Contact: Tekoa Bean (Telephone #) 817431931 (email)

① jchapman3290@gmail.com @tekoa.bean@yahoo.com

General Information:

Number of Vendors: 4-5 (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): library lot.

Approximate Number of Attendees: 200-250 Entrance Fee: \$35 in advance / \$45 day of

Location for Attendee Parking: various public parking in TS

Will Private Security be Provided: Yes  No  Name of Private Company: \_\_\_\_\_

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

Will Music be Provided: Yes  No  Hours of Play: 10:00 am - 3pm Band:  DJ:  Other: \_\_\_\_\_  
 Type & Location of Toilet Facilities: 6 Port-a-Pottys to be placed @ far end of library parking lot.  
 Tent or Other Structure: Yes  No  Type of Structure: 10x10 portables pop up tents.  
 How will Structure be Secured: weighted @ corners.  
 Solid Waste Collection/Disposal: Yes  No  Dumpster:  Rolloff:  Other: \_\_\_\_\_  
 If parade # of: Participants \_\_\_\_\_ Animals \_\_\_\_\_ Floats \_\_\_\_\_ Bands \_\_\_\_\_ Other \_\_\_\_\_  
 Amusement/Carnival Rides: Yes  No  Name of Company Providing Rides: \_\_\_\_\_  
 Types of Rides: \_\_\_\_\_ Is Diagram of Layout Attached: Yes  No

Will Food/Beverages be Served: Yes  No  Cooked on Site:  Catered:  Sold:  Given Away:   
 Will Alcoholic Beverages be Served: Yes  No  Type of Alcoholic Beverages: \_\_\_\_\_

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

**Equipment/Miscellaneous (please check if needed):**

Barricades:  How many: none  
 Cones:  How many: none  
 Portable Stage:  Location: none  
 Electricity Needed:  Where: generator provided by Rotarians  
 Public Restrooms:  Hours of Opening/Closing: \_\_\_\_\_  
 Street Banners:  Locations: banners @ Parking Lot lay of only.  
 Additional City Trash Cans:   
 Directional Parking Signs:  Locations: \_\_\_\_\_  
 Other: \_\_\_\_\_

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes  No   
 If not, when will it be sent: \_\_\_\_\_

Is the Certificate of Insurance Attached: Yes  No  If not, when will it be sent: to email 11/10/21

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

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

[Signature] Signature of Applicant ALTS, DE 6950 Date 11/5/21



# TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM



*"Building a Better Future Through Excellence in Policing"*

*Robert P. Kochen*  
CHIEF OF POLICE

To: Honorable Mayor and Board of Commissioners

From: Chief Jeffrey P. Young *JY*

Date: December 27, 2021

Ref: Renew Pasco County Combined Mutual Aid Agreement (M.A.A.) between the Pasco County Sheriff's Office and the City of Tarpon Springs Police Department.

Copies: City Manager, City Attorney, City Clerk, File

The current Pasco County Combined Mutual Aid Agreement between the Pasco County Sheriff's Office and the City of Tarpon Springs is set to expire on January 31, 2022.

In order to continue our combined law enforcement initiatives to effectively deal with drug offenses, gang activity, violent crime offenses, and other types of crimes, as well as, other occasions when additional police resources are required to insure public safety. This agreement is essential to and is an important part of the components of the Tarpon Springs Police Department.

**Recommendation:**

I am respectfully asking that the Commission to approve the Mayor, City Manager and Chief of Police to renew/sign this agreement.

The new Pasco County Combined Mutual Aid Agreement will be in effect until January 31, 2025.

**Note:**

- The City Attorney has reviewed these agreement.

**Prepared by:** Major Frank Ruggiero

**PASCO SHERIFF OFFICE AND TARPON SPRINGS POLICE DEPARTMENT  
MUTUAL AID AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Pasco Sheriff's Office and the Tarpon Springs Police Department (hereinafter also referred to individually as a "cooperating agency"). The purpose of this agreement is to address voluntary cooperation, emergency operational assistance, and traffic enforcement or crash investigations on contiguous ways.

**WITNESSETH**

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, to such unlawful activities and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agency during emergencies under s. 252.34, Florida Statutes; and

WHEREAS, the Pasco Sheriff's Office and Tarpon Springs Police Department recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, the Pasco Sheriff's Office and Tarpon Springs Police Department desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the Pasco Sheriff's Office and Tarpon Springs Police Department recognize that there is a need for continuing multi-jurisdictional response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between incorporated Tarpon Springs and Pasco County; and

WHEREAS, the Pasco Sheriff's Office and Tarpon Springs Police Department determine that it is in the best interest of the health, safety and welfare of the citizens of the municipality and of the citizens of Pasco County and Tarpon Springs to enter into a Voluntary Cooperation Agreement and Operational Assistance Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Provisions for Voluntary Cooperation

The Pasco Sheriff's Office and Tarpon Springs Police Department hereby approve and enter into this Agreement authorizing the other to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited

to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

II. Routine Law Enforcement Matters

Either party to this agreement may request the voluntary assistance and cooperation of the other party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

III. In-Progress Crime Assistance

A. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of the other, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The arresting law enforcement officer shall immediately notify the agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. If that jurisdiction advises that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701(2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the law enforcement officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

B. All fines shall accrue to the municipality or county where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of Pasco County, the ticket should note that clearly on the face thereof.

IV. Forfeiture Proceedings and Equitable Sharing

All real and personal property seizures and subsequent forfeitures pursuant to the Florida Contraband Forfeiture Act stemming from any investigation and/or arrest pursuant to law enforcement action taken under this agreement will be first

reviewed by the Pasco Sheriff's Office's Legal Department to determine whether the Pasco Sheriff's Office will initiate forfeiture action. Any law enforcement officer initiating forfeiture proceedings when taking law enforcement action pursuant to this MOU will notify the Pasco Sheriff's Office's Legal Department of their intentions and the administrative agency's forfeiture policies and reports will be utilized. The agencies agree to divide any forfeiture proceeds in equitable shares. Equitable shares must bear a reasonable relationship to that agency's direct and active participation in the investigation or law enforcement effort resulting in the forfeiture. The Pasco Sheriff's Office is the deciding authority to determine equitable shares by comparing the number of work hours expended by each agency actively participating in the investigation, arrest, and/or seizure. Equitable distribution of any such funds will be less the cost of administrative and filing fees, not to include salaries. This MOU does not preclude a participating agency from initiating forfeiture proceedings within their respective jurisdictions outside the scope of this MOU.

V. Voluntary Investigation

On-duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in the other party's jurisdiction. If enforcement action is anticipated, the location and nature of the investigation will be reported to the agency's on-duty communication liaison person of the jurisdiction where the suspect is located.

VI. Traffic Control Assistance

Whenever a traffic accident involving suspected injuries of a serious nature is reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except in those situations specified in Section VIII of this Agreement.

VII. Hazardous Traffic Conditions Assistance

Where an automated traffic control device located in the jurisdiction of a cooperating agency has malfunctioned and such malfunction poses a hazard to vehicular or pedestrian traffic, an on-duty, uniformed, officer of the other cooperating agency may immediately commence to divert or direct traffic or take such other action as is reasonably necessary to reduce the hazard to the traveling public. Such law enforcement officer shall immediately notify the agency in whose jurisdiction the device is located of the malfunction and the action being

taken. Upon arrival of an officer from the agency with original jurisdiction, the cooperating officer shall relinquish control of the area.

VIII. Traffic Accident Investigations and Enforcement of Traffic Laws on Contiguous Ways

- A. When a traffic accident occurs on a contiguous way, a uniformed, on-duty officer from a cooperating agency may commence necessary first aid and traffic control. The law enforcement officer on the scene shall contact the jurisdiction in which the accident occurred. If that jurisdiction declines to dispatch an officer to the scene, the officer on the scene shall proceed to work the accident, to issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the event, notify the jurisdiction in which the event occurred of the law enforcement action taken.
- B. When a uniformed, on-duty law enforcement officer of a cooperating agency observes a traffic infraction occurring on a contiguous way, such officer may take appropriate action to enforce the traffic laws of the state and issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. Such officer shall promptly notify the jurisdiction in which the violation occurred of the incident and the action taken.
- C. On-duty law enforcement officers of a participating agency enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.
- D. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred, or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.
- E. “Contiguous way” in this section means those streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between the incorporated Tarpon Springs and Pasco County.

F. The terms set out in this section shall constitute the procedures for requesting and for authorizing assistance. No formal request or authorization, except as set forth in this section, shall be necessary to implement the traffic accident investigations and enforcement of traffic laws on contiguous ways.

IX. Inter-Agency Joint Task Forces

A. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes, and completing appropriate documentation.

B. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint-task force operational plan approved by the cooperating agencies participating in the joint task force.

X. Marine Violations

Municipal law enforcement officers of a cooperating agency may enforce all state boating and marine fishery laws and county boating ordinances on the waterways of the other cooperating agency as long as such violations occur on waterways contiguous to and in view of the jurisdiction of the officer's employing agency. In the case of a felony or a misdemeanor involving a breach of peace, control of the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Cases involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

XI. Law Enforcement Emergencies

A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agency in a law enforcement emergency, including but not limited to:

1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.
2. Any natural or man-made disaster.
3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and

ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.

4. Terrorist activities including acts of sabotage.
  5. Escapes from and disturbances within any local or state detention facilities.
  6. Hostage and barricaded subject situations.
  7. Incidents requiring utilization or specialized units; e.g., underwater recovery, aircraft, ordinance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
- C. Upon request for assistance to the chief of police or his/her designee or the sheriff or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.
- D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to whom the request is made.
- E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
- F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish law enforcement protection. Should the need arise, the cooperating agency may, at any time, recall personnel and equipment to the jurisdiction in which they are normally employed.
- G. Resources which may be available under this Section shall include, but are not limited to, personnel, marked or unmarked vehicles, 4-wheel drive vehicles,

police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.

- H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally, officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

## XII. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.
- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in the cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation on a contiguous way. The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.
- D. Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.

- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.
- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.
- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protective and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$200,000 per person and \$300,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.
- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.
- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.

- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.
- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.
- N. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.
- O. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until January 31, 2025. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to the other party hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto.
- P. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by all of the parties hereto.

### XIII. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed:

In acknowledgment and execution of the Pasco Sheriff's Office and Tarpon Springs Police Department Mutual Aid Agreement, I hereby set my hand and seal:

PASCO SHERIFF'S OFFICE

\_\_\_\_\_  
CHRIS NOCCO, SHERIFF

STATE OF FLORIDA  
COUNTY OF PASCO

BEFORE ME, this \_\_\_ day of \_\_\_\_\_, 2021, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared, CHRIS NOCCO, Sheriff of Pasco County, Florida, who is personally known to me and who acknowledged he executed the foregoing Agreement.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Seal

In acknowledgment and execution of the Pasco Sheriff's Office and Tarpon Springs Police Department MUTUAL AID AGREEMENT, as authorized by \_\_\_\_\_, we hereby set our hand and seal.

ATTEST:

CITY OF TARPON SPRINGS

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

By \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY ATTORNEY

By \_\_\_\_\_  
CHIEF OF POLICE

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Tarpon Springs, a municipal corporation of Florida, who are known by me or who produced \_\_\_\_\_ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Tarpon Springs, and the same is the act and deed of that City.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public  
Title

\_\_\_\_\_  
Type, Stamp, Print Name

\_\_\_\_\_  
Commission No.

Pasco Sheriff's Office and Tarpon Springs Police Department  
Mutual Aid Agreement -- 02/21



# CITY OF TARPON SPRINGS, FLORIDA

## Tarpon Springs Public Library

138 East Lemon Street  
Tarpon Springs, FL 34689  
(727) 943-4922  
tarponlibrary.org

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### MEMORANDUM

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**TO:** HONORABLE MAYOR AND BOARD OF COMMISSIONERS  
**THROUGH:** MARK LECOURIS, CITY MANAGER  
**FROM:** CARI RUPKALVIS, LIBRARY DIRECTOR  
DIANE WOOD, CULTURAL & CIVIC SERVICES DIRECTOR  
**SUBJECT:** LETTER OF SUPPORT FOR PUBLIC LIBRARY CONSTRUCTION GRANT FUNDING  
**DATE:** 1/5/2022

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#### RECOMMENDATION:

It is recommended that the Board send a letter of support for Public Library Construction Grant funding to Florida House Speaker Chris Sprowls and Florida Senator Ed Hooper.

#### BACKGROUND:

The City of Tarpon Springs submitted an application for Public Library Construction Grant funding for the Tarpon Springs Public Library following Commission approval by Resolution 2021-33, which was unanimously passed at the BOC meeting on June 8, 2021. The Florida Department of State Division of Library and Information Services developed a ranked list of construction projects for review during the 2022 legislative session. On this list, Tarpon Library's construction project was ranked 9 out of 31 Public Library Construction Grant Applications for the State's Fiscal Year 2022-23. These applications are subject to funding recommendations by the Florida Legislature and approval by the Governor.

January 11, 2022

Senator Ed Hooper  
302 Senate Building  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Dear Senator Hooper:

The City of Tarpon Springs Board of Commissioners encourages you to support Public Library Construction Grant funding for Fiscal Year 2022-23. The City of Tarpon Springs has applied for a Public Library Construction Grant in the amount of \$500,000 for remodeling and expansion of the Tarpon Springs Public Library. These funds will be matched with \$500,000 from the City of Tarpon Springs for this project. The State's FY22-23 ranked list of Public Library Construction Grant projects is attached.

This grant funding for the City of Tarpon Springs would provide increased opportunities to promote learning, literacy, and collaboration. The planned construction project involves multiple improvements to Tarpon Library's 25-year-old facility. Enhancements include new creative makerspaces, new study rooms, more reading areas, and additional meeting space.

Please help greatly benefit the community by supporting this Public Library Construction Grant funding.

Sincerely,

Chris Alahouzos, Mayor

January 11, 2022

Speaker Chris Sprowls  
420 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300

Dear Speaker Sprowls:

The City of Tarpon Springs Board of Commissioners encourages you to support Public Library Construction Grant funding for Fiscal Year 2022-23. The City of Tarpon Springs has applied for a Public Library Construction Grant in the amount of \$500,000 for remodeling and expansion of the Tarpon Springs Public Library. These funds will be matched with \$500,000 from the City of Tarpon Springs for this project. The State's FY22-23 ranked list of Public Library Construction Grant projects is attached.

This grant funding for the City of Tarpon Springs would provide increased opportunities to promote learning, literacy, and collaboration. The planned construction project involves multiple improvements to Tarpon Library's 25-year-old facility. Enhancements include new creative makerspaces, new study rooms, more reading areas, and additional meeting space.

Please help greatly benefit the community by supporting this Public Library Construction Grant funding.

Sincerely,

Chris Alahouzos, Mayor

**Florida Department of State**  
**Division of Library and Information Services**  
**Fiscal Year 2022-23 Public Library Construction Grant Applications**

The following ranked list of construction projects is intended for review during the 2022 legislative session. Applications are subject to funding recommendations by the legislature and approval by the governor.

<b>Rank</b>	<b>Applicant Project Name</b>	<b>FY 2022-23 Eligibility</b>	<b>Project Total</b>
1	<b>Flagler County</b> <i>Bunnell Library and Administrative Headquarters</i>	<b>\$500,000</b>	<b>\$11,000,000</b>
2	<b>Palm Beach County</b> <i>Canyon Branch</i>	<b>\$500,000</b>	<b>\$20,630,000</b>
3	<b>City of Oakland Park</b> <i>Oakland Park Library</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
4	<b>Miami-Dade County</b> <i>Chuck Pezoldt Branch Library</i>	<b>\$500,000</b>	<b>\$3,500,000</b>
5	<b>Leon County</b> <i>Leon County Main Library</i>	<b>\$400,000</b>	<b>\$800,000</b>
6	<b>Putnam County*†</b> <i>Melrose Branch Library Expansion</i>	<b>\$500,000</b>	<b>\$600,000</b>
7	<b>City of Lighthouse Point</b> <i>Lighthouse Point Library</i>	<b>\$500,000</b>	<b>\$1,100,000</b>
8	<b>City of Saint Petersburg</b> <i>Main Library Renovation</i>	<b>\$500,000</b>	<b>\$5,621,360</b>
9	<b>City of Tarpon Springs</b> <i>Tarpon Springs Public Library</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
10	<b>City of Safety Harbor</b> <i>Safety Harbor Public Library Second Story</i>	<b>\$500,000</b>	<b>\$2,600,000</b>
11	<b>Madison County*†</b> <i>Greenville Public Library</i>	<b>\$500,000</b>	<b>\$500,000</b>
12	<b>City of Pinellas Park</b> <i>Barbara S. Ponce Public Library</i>	<b>\$500,000</b>	<b>\$2,300,000</b>
13	<b>Suwannee County*†</b> <i>Branford Public Library</i>	<b>\$500,000</b>	<b>\$565,000</b>
14	<b>Miami-Dade County</b> <i>South Dade Regional Library Renovation Program</i>	<b>\$500,000</b>	<b>\$1,500,000</b>
15	<b>Miami-Dade County</b> <i>Miami Lakes Public Library Expansion Grant</i>	<b>\$500,000</b>	<b>\$1,200,000</b>
16	<b>Miami-Dade County</b> <i>Coconut Grove Branch Library</i>	<b>\$300,000</b>	<b>\$600,000</b>
17	<b>Miami-Dade County</b> <i>Edison Library Construction Grant</i>	<b>\$500,000</b>	<b>\$1,200,000</b>
18	<b>Miami-Dade County</b> <i>Westchester Regional Library</i>	<b>\$500,000</b>	<b>\$2,500,000</b>
19	<b>Miami-Dade County</b> <i>Little River Library Construction Grant</i>	<b>\$500,000</b>	<b>\$8,000,000</b>

\*Applicants marked with an asterisk are located in a rural area of opportunity.

†Putnam County, Madison County and Suwannee County received a waiver of the program's matching requirement as allowed under Sections 257.191 and 288.06561, *Florida Statutes*.

**Florida Department of State  
Division of Library and Information Services  
Fiscal Year 2022-23 Public Library Construction Grant Applications**

<b>Rank</b>	<b>Applicant <i>Project Name</i></b>	<b>FY 2022-23 Eligibility</b>	<b>Project Total</b>
20	<b>Miami-Dade County</b> <i>Key Biscayne Library Expansion Project</i>	<b>\$500,000</b>	<b>\$8,360,000</b>
21	<b>Miami-Dade County</b> <i>Doral Branch Library</i>	<b>\$500,000</b>	<b>\$9,285,679</b>
22	<b>Miami-Dade County</b> <i>West Kendall Regional Renovation Grant</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
23	<b>Miami-Dade County</b> <i>South Miami Library Construction Grant</i>	<b>\$300,000</b>	<b>\$600,000</b>
24	<b>Miami-Dade County</b> <i>Lemon City Library Construction Grant</i>	<b>\$300,000</b>	<b>\$600,000</b>
25	<b>Miami-Dade County</b> <i>Miami-Dade South Library</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
26	<b>Miami-Dade County</b> <i>Culmer / Overtown Library Construction Grant</i>	<b>\$300,000</b>	<b>\$600,000</b>
27	<b>Miami-Dade County</b> <i>Miami Beach Regional Library Renovation</i>	<b>\$500,000</b>	<b>\$1,500,000</b>
28	<b>Miami-Dade County</b> <i>Virrick Park Public Library Renovation</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
29	<b>Miami-Dade County</b> <i>Miami Springs Library Renovation</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
30	<b>Miami-Dade County</b> <i>Model City Library Renovation</i>	<b>\$500,000</b>	<b>\$1,500,000</b>
31	<b>Miami-Dade County</b> <i>Civic Center Library Renovation</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
	<b>TOTAL</b>	<b>\$14,600,000</b>	<b>\$93,662,039</b>



# 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

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### MEMORANDUM

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**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:** 01/11/2022  
**SUBJECT:** Award File No. 220061-N-AS, State Mandated Wastewater Needs Analyses

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### RECOMMENDATION:

Award File No. 220061-N-AS, State Mandated Wastewater Needs Analyses to Stantec Consulting Services Inc. (Stantec), on a single source basis, for the period of Jan 15, 2022 to January 14, 2023 in an amount not to exceed \$77,070.00, for the Public Services Department, Wastewater Treatment Division.

### BACKGROUND:

The purpose of this contract is to provide for the State mandated 20-year needs analyses for wastewater utilities in accordance with the new (HB53) Florida statutory reporting requirements. Stantec has provided periodic stormwater revenue sufficiency studies for the City for over 25 years and has the City's complete history. Stantec's knowledge and familiarity of historical data are imperative in maintaining reporting accuracy and continuity (see attached memo).

**FUNDING:** 402-4602-536.6300, 402-4603-536.6300, and 402-4604-536.6300 Wastewater Treatment Division

Accepted by: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk



Paul Smith  
Public Services Director

## Public Services Department

### Memorandum

**Date:** January 11, 2022

**To:** Janina Lewis, Procurement Services Director

**Through:** Paul Smith, Public Services Director

**From:** R. Thomas Kiger, Wastewater Division Manager  
Raymond Page, Utilities Superintendent

**Subject:** Authorize expenditure for the single source purchase of professional services from Stantec for State mandated wastewater needs analysis.

#### Recommendation

Authorize the single source purchase of professional services from Stantec for State mandated wastewater needs analysis in the amount not to exceed \$77,070.

#### Background

In June 2021, the Florida legislature approved HB53, an act that imposes a new unfunded requirement for municipalities that provide wastewater service to develop a needs analysis for their wastewater utilities. By June 30, 2022, and every five years thereafter, the bill requires each county, municipality, or special district providing wastewater services to develop a needs analysis for its jurisdiction over the subsequent 20 years. The analysis will be used by the State for the purpose of developing a statewide analysis for inclusion in its annual assessment.

The bill requires wastewater utilities to develop a report that includes:

- (a) A detailed description of the facilities used to provide wastewater services.
- (b) The number of current and projected connections and residents served calculated in 5-year increments.
- (c) The current and projected service area for wastewater services.
- (d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and

expenditures with an evaluation of how the local government expects to close any projected funding gap.

This report is due in June 2022. Each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

City staff plans to compile portions of this analysis in house and contract with Stantec, experienced with City utility finances and performing similar work for the County, to utilize this information in their financial models and reporting to meet State requirements. The City has contracted with Stantec for many years to conduct its periodic water/sewer revenue sufficiency studies, the most recent of which was completed in FY2021. As is common practice, the past revenue sufficiency studies have used a 10-year planning horizon, and an expansion of the recent work conducted by Stantec is needed to complete the 20-year needs analysis for the new statutory reporting requirements. Stantec was selected for this work based on their long history of conducting utility financial analysis for the City. Stantec's familiarity with the City's utilities and their ability to utilize recent work from 2021 will help to minimize cost to the City to meet this new reporting requirement.

### **Funding**

The cost to complete this scope of work is \$77,070. Funds are available in the 2022 Fiscal Budget in accounts 402-4602-536.6300, 402-4603-536.6300 and 402-4604-536.6300.



November 3, 2021

Mr. Thomas Kiger  
Wastewater Division Manager  
City of Tarpon Springs, Florida  
201 Pine Street  
Tarpon Springs, Florida 34688

Re: Proposal for HB53 Wastewater Support & Total Cost of Ownership Analysis

Dear Mr. Kiger:

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal for professional consulting services to the City of Tarpon Springs, FL (City). This proposal was developed at the City's request for Stantec's support responding to the specific wastewater requirements of Florida House Bill 53 (HB53), which took effect on July 1, 2021.

The scope of services for this proposal includes the following two Work Elements:

Work Element I - HB53 Wastewater Support:

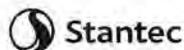
Work Element I reflects the necessary effort to support City staff in their effort to respond to the requirements of HB53 prior to the Statutory Deadline of June 30, 2022. This Work Element includes extending Stantec's financial planning model from a 10-year planning horizon to a 20-year planning horizon, allocating operating and capital requirements by system (water vs wastewater), evaluating alternative forecasts of system connection growth, and an engineer's limited review of the 20-year wastewater system CIP. Stantec will support City staff during the presentation of results to the Board of Commissioners, as well as when responding to the County's follow-up questions.

Stantec will prepare a technical memorandum documenting all assumptions supporting the information required by HB53, including projections customer and connection growth, the current and projected cost of providing wastewater service, and a plan for funding the 20-year needs of the wastewater system.

This Work Element includes one (1) remote meeting with City staff to review preliminary results and one (1) in-person meeting to support the presentation of results to the Board of Commissioners.

Work Element II – Total Cost of Ownership Analysis.

Work Element II reflects the necessary effort to conduct a Total Cost of Ownership Analysis in support of City staff's effort to respond to the requirements of HB53 prior to the Statutory Deadline of June 30, 2022, including developing the long-term replacement needs of the City's water and wastewater system assets based on the estimated design lives, replacement and cured in place cost estimates, and available condition assessment data. Stantec will then compare total cost of



ownership to the City's CIP and forecasted spending on asset replacement to identify potential gaps in spending by asset type and in total, and test the sensitivity of key variables, such as replacement cost and design life, upon these potential gaps.

Stantec will prepare a technical memorandum to document the approach, assumptions, and results of the Total Cost of Ownership Analysis, including itemized lists of facilities and major components, the estimated useful lives thereof, and forecast replacement schedules for each category of asset.

This Work Element includes two (2) remote meetings with City staff to review preliminary results and progress.

Enclosed is a Project Work Plan and Cost Estimate Schedule (Schedule) that presents the detailed work plan to conduct both Work Elements of the proposed scope of work for a lump sum fixed fee of \$77,070, inclusive of expenses, to be invoiced monthly based upon percentage of tasks completed. Should the City proceed with only Work Element I of the proposed scope of work, the lump sum fixed fee is \$36,380, inclusive of expenses, to be invoiced monthly based upon percentage of tasks completed. Stantec can begin work on this assignment immediately upon receipt of a notice to proceed.

We appreciate the opportunity to present this proposal and look forward to working with you on this assignment. If you have any questions, please do not hesitate to call me at (904) 247-0787.

Very truly yours,



Eric Grau, MBA, PMP  
Principal



**ATTACHMENT A**  
**SCOPE OF SERVICES**

Project Tasks	Estimated Labor-Hours					Total Project
	Principal Hourly Rates → \$285	Senior Tech Advisor \$300	Senior Consultant \$210	Senior Analyst \$150	Admin \$85	
<b>Work Element I - HB53 Wastewater Support</b>						
<b>Task 1 Project Initiation &amp; Data Collection</b>						
1.1	2	0	0	0	2	4
1.2	2	0	4	0	0	6
<b>Task 2 Financial Planning Model Modifications</b>						
2.1	0	0	4	8	0	12
2.2	0	0	6	12	0	18
2.3	2	0	2	0	0	4
2.4	0	40	0	0	0	40
2.5	4	0	4	4	0	12
2.6	4	0	0	0	0	4
<b>Task 3 Document &amp; Present Results</b>						
3.1	2	0	4	4	0	10
3.2	2	0	4	4	0	10
3.3	4	0	6	0	0	10
3.4	4	0	0	0	0	4
3.5	4	0	4	0	0	8
3.6	6	0	2	0	0	8
<b>Estimated Labor Hours</b>	<b>36</b>	<b>40</b>	<b>40</b>	<b>32</b>	<b>2</b>	<b>150</b>
<b>Estimated Labor Fee</b>	<b>\$10,260</b>	<b>\$12,000</b>	<b>\$8,400</b>	<b>\$4,800</b>	<b>\$170</b>	<b>\$35,630</b>
<b>Estimated Expenses</b>						<b>\$750</b>
<b>Subconsultant Fees</b>						<b>\$0</b>
<b>Work Element I - Total Estimated Cost</b>						<b>\$36,380</b>



**ATTACHMENT A**  
**SCOPE OF SERVICES**

Project Tasks	Hourly Rates →	Estimated Labor-Hours					Total Project
		Principal \$285	Senior Tech Advisor \$300	Senior Consultant \$210	Senior Analyst \$150	Admin \$85	
<b>Work Element II - Total Cost of Ownership Analysis</b>							
<b>Task 1 Detailed Data Evaluation/Inventory</b>							
1.1 Develop detailed inventory of water and sewer system assets by asset category including: o Buried assets to include age, material, size and any relevant/available condition assessment data o Above ground assets to include type of asset (storage, treatment, pumping) age and size/capacity		4	0	12	24	0	40
1.2 Populate inventory of asset within the total cost of ownership model.		2	0	6	8	0	16
1.3 Review asset inventory with City staff and discuss details of asset assumption including missing or excluded assets. [1 remote meeting]		4	0	6	8	0	18
<b>Task 2 Develop Replacement Costs and Estimated Design Lives</b>							
2.1 Estimate replacement costs developed for each category of asset. o Develop buried asset replacement costs based on recent bid tabulations, Stantec industry experience and the City's experience o Develop above ground asset replacement costs based on representative capital projects, Stantec experience and insurance valuations o Identify and consider assets that will be "cured in place" rather than full replacement and associated costs		2	0	6	8	0	16
2.2 Estimate design lives for each category of assets including full replacement and assets cured in place.		2	0	6	6	0	14
2.3 Calibrate total cost of ownership model based upon population of replacement costs and design lives.		0	0	2	4	0	6
2.4 Develop long-term total cost of ownership output based on analysis - customize graphs - figures - etc.		2	0	4	4	0	10
<b>Task 3 Finalize Model, Sensitivity Analyses, Comparison to CIP, and Review Results</b>							
3.1 Compare total cost of ownership results with City CIP and forecasted spending on asset replacement to identify adequacy of current spending levels and identify gaps in spending by asset type and in total.		2	0	6	0	0	8
3.2 Perform sensitivity analysis to demonstrate impact of key variables including replacement costs, design lives, etc.		2	0	8	0	0	8
3.3 Quality control review of analysis/results with consulting team and adjust as required.		6	0	4	4	0	14
3.4 Review results of analysis with City staff and adjust as needed. [1 remote meeting]		4	0	4	4	0	12
3.5 Finalize total cost of ownership model for delivery to City.		2	0	2	0	0	4
<b>Task 4 Documentation</b>							
4.1 Prepare a technical memorandum that documents approach, assumptions and results of the analysis, including: o Itemized lists of facilities and components o Estimated useful lives of each facility and its major components o Forecast replacement schedule for each category of asset		4	0	18	6	0	28
4.2 Update draft technical memorandum based upon City staff's comments and submit a final version.		4	0	4	0	0	8
<b>Estimated Labor Hours</b>		<b>40</b>	<b>-</b>	<b>84</b>	<b>76</b>	<b>-</b>	<b>200</b>
<b>Estimated Labor Fee</b>		<b>\$11,400</b>	<b>\$0</b>	<b>\$17,640</b>	<b>\$11,400</b>	<b>\$0</b>	<b>\$40,440</b>
<b>Estimated Expenses</b>							<b>\$250</b>
<b>Work Element II - Total Estimated Cost</b>							<b>\$40,690</b>
<b>Total Estimated Labor Hours</b>		<b>76</b>	<b>40</b>	<b>124</b>	<b>108</b>	<b>2</b>	<b>350</b>
<b>Total Estimated Labor Fee</b>		<b>\$21,660</b>	<b>\$12,000</b>	<b>\$26,040</b>	<b>\$16,200</b>	<b>\$170</b>	<b>\$76,070</b>
<b>Total Estimated Expenses</b>							<b>\$1,000</b>
<b>Both Work Elements - Total Estimated Cost</b>							<b>\$77,070</b>



**ATTACHMENT B**  
**RATE SCHEDULE**

1. The rates provided below shall be in effect from November 1, 2021 to December 31, 2022. After December 31, 2022 the below rates will automatically increase by 3.00%, or by an amount prescribed in the terms and conditions of the executed agreement under which this proposal for HB53 Wastewater Support & Total Cost of Ownership Analysis is authorized.

2. Changes, modifications, or additional services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

<u>Labor Category</u>	<u>Hourly Rate</u>
Principal	\$300.00
Senior Tech Advisor	\$285.00
Senior Consultant	\$210.00
Senior Analyst	\$150.00
Admin	\$85.00

3. Out of pocket and sub-contractor expenses for changes, modifications, or additional services will be billed at cost.

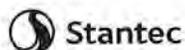


ATTACHMENT C

INDEPENDENT MUNICIPAL ADVISOR EXEMPTION

November 3, 2021

The City of Tarpon Springs, Florida is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the "independent municipal advisor" exemption from the definition of "advice." The City of Tarpon Springs, Florida hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. The City of Tarpon Springs, Florida is represented by the firm of \_\_\_\_\_, which it has retained to, among other things, assist the City of Tarpon Springs, Florida in evaluating any and all of such recommendations. The City of Tarpon Springs, Florida will rely on \_\_\_\_\_ for advice. **Therefore, the City of Tarpon Springs, Florida understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.** This certificate may be relied upon until December 31, 2022. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to the \_\_\_\_\_.





# 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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**DATE:** 01/11/2022  
**SUBJECT:** Renew File No. 180137-C-JJ, On-Line Marketplace for the Purchase of Products and Services through the U.S. Communities Purchasing Alliance/OMNIA Contract No. R-TC-17006

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### RECOMMENDATION:

Renew File No. 180137-C-JJ, On-Line Marketplace for the Purchase of Products and Services through the U.S. Communities Purchasing Alliance/OMNIA Contract No. R-TC-17006 with Amazon Business in an annual not-to-exceed amount of \$300,000.00 through January 18, 2024, for various City Departments. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

Prince William County Virginia, lead agency for this agreement, awarded the contract through January 18, 2022, with renewal options for three (3) additional two (2) year periods. On June 26, 2018, the Board approved the contract. On November 11, 2021, Prince William County Virginia renewed the agreement through January 18, 2024. The purpose of this contract is to provide for the acquisition of the following products through a one source, on-line marketplace. The product category descriptions are not to be considered restrictive, but rather provide a general, non-inclusive, description of the category. Categories include office supplies, classroom, school, art supplies & materials, books, audio visual & electronics, scientific equipment & lab supplies and miscellaneous/other category. Amazon also partners with local vendors and Minority Business Entities (MBEs) to provide an option to select supplies from these vendors. Majority of the purchases made will be via City Purchasing Card as they individually total less than \$1,000.

The U.S. Communities Purchasing Alliance is jointly sponsored by the Association of School Business Officials International (ASBO), the National Association of Counties

(NACO), the National Institute of Governmental Purchasing (NIGP), the National League of Cities (NLC), and the United States Conference of Mayors (USCM). U.S. Communities pools the purchasing power of public agencies, achieves bulk volume discounts on behalf of public agencies and competitively solicits quality products through a lead public agency.

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

Accepted by: \_\_\_\_\_

City Manager

Attest: \_\_\_\_\_

City Clerk



**CONTRACT RENEWAL**

October 4, 2021

Amazon.com Services LLC  
(Amazon Business)  
Mike Kernish, Director  
410 Terry Avenue North,  
Seattle, WA 98109-5210

Re: Contract Renewal #1  
Contract # R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Kernish:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the first renewal of three renewals, each of the renewals to be an additional two (2) year period. The current contract term will expire on January 18, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than December 10, 2021. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with the **Prince William County School Board** listed as an **Additional Insured** as well as the Certificate Holder. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassas VA 20108*.

If you have any questions on this matter, please contact me by phone at (703) 791-8096 or via email at [FredriAM@pwcs.edu](mailto:FredriAM@pwcs.edu).

Sincerely,

Angela M. Fredrickson  
Buyer

**Acceptance Agreement**

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2022 to January 18, 2024 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes:     X     No: \_\_\_\_\_

Prices and/or Discounts to Remain the Same: Yes:     X     No: \_\_\_\_\_ If no, explain under separate cover.

Vendor: \_\_\_\_\_  
Legally Authorized Signature

Purchasing: Anthony E. Crosby \_\_\_\_\_  
Legally Authorized Signature

Mike Kernish Authorized Signatory  
Print Name & Title

Anthony Crosby, CPPO  
Supervisor of Purchasing, Acting

Date: December 1, 2021

Date: 11/1/21

**PURCHASING OFFICE**



# 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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**DATE:** 6/26/2018  
**SUBJECT:** Award File No. 180137-C-JJ, On-Line Marketplace for the Purchase of Products and Services through the U.S. Communities Purchasing Alliance Contract No. R-TC-17006

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### RECOMMENDATION:

Award File No. 180137-C-JJ, On-Line Marketplace for the Purchase of Products and Services with Amazon Business through the U.S. Communities Purchasing Alliance Contract No. R-TC-17006 in an annual not-to-exceed amount of \$200,000.00 through January 18, 2022 for various City Departments. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

The purpose of this contract is to provide for the acquisition of the following products through a one source, on-line marketplace. The product category descriptions are not to be considered restrictive, but rather provide a general, non-inclusive, description of the category. Categories include; office supplies, classroom, school, art supplies & materials, books, audio visual & electronics, scientific equipment & lab supplies and miscellaneous/other category. A majority of the individual purchases made will be via City PCard as they individually total less than \$1,000. Prince William County Virginia, lead agency for this agreement, awarded the contract through January 18, 2022. This contract may be renewed for three (3) additional two (2) year periods.

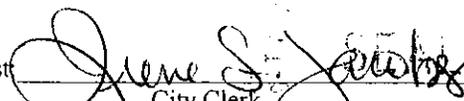
The U.S. Communities Purchasing Alliance is jointly sponsored by the Association of School Business Officials International (ASBO), the National Association of Counties (NACO), the National Institute of Governmental Purchasing (NIGP), the National League of Cities (NLC), and the United States Conference of Mayors (USCM). U.S. Communities pools the purchasing power of public agencies, achieves bulk volume discounts on behalf of public agencies and competitively solicits quality products through a lead public agency.

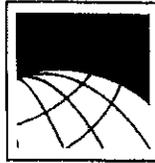
**FUNDING:** Funding will be identified at the time orders are placed.

Accepted by:

  
City Manager

Attest

  
City Clerk



**Prince William County**  
**PUBLIC SCHOOLS**  
*Providing A World-Class Education*

**CONTRACT MODIFICATION**

**MODIFICATION #2**

**ISSUE DATE: January 19, 2018**

**REFERENCE:** Title: On-Line Marketplace for the Purchase of Goods and Services  
Contractor: Amazon Services, LLC  
Period of Contract: January 18, 2017 through January 18, 2022

*Modify the above referenced contract as follows:*

- 1. All references in the Contract to free two-day shipping on orders of \$49 or more are hereby deleted.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*Jim Totty*

Jim Totty, CPPO, C.P.M.  
Supervisor of Purchasing

Amazon Services, LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:  
*Prentis Wilson*  
Signature

*Jim Totty*  
Signature

Prentis Wilson VP, Amazon Business

Jim Totty, CPPO, C.P.M.  
Supervisor of Purchasing

Name and Title  
January 26, 2018

*1-29-18*  
Date

Date

PURCHASING OFFICE





# 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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**DATE:** 01/11/2022  
**SUBJECT:** Ratify an Increase and Renew File No. 180070-C-JJ, Mobile Communications Services

---

#### RECOMMENDATION:

Ratify an Increase and Renew File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C, increase the not to exceed annual amount from \$130,000 to \$144,264, an increase of \$14,264.11, further renew the contract through January 19, 2026, and increase the annual amount not to exceed \$145,000 for various City departments.

#### BACKGROUND:

On February 9, 2016, the State of Florida awarded the Mobile Communications Services Contract No. DMS-1011-008C. On January 9, 2018, the Board awarded the contract effective through January 19, 2022. On January 13, 2018, the Board approved an increase to the contract for \$130,000. On August 24, 2021, the State of Florida amended the term and pricing agreement through August 23, 2026.

The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits. The increase is needed to pay outstanding invoices due to price increases in FY 2021.

**FUNDING:** Funding to be identified at the time orders are placed

Accepted by: \_\_\_\_\_ Attest: \_\_\_\_\_  
City Manager City Clerk



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[FAQ](#)
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[Transparency](#)



Contract Information

[Back to Search](#)

**Summary**

**Agency Name:** DEPARTMENT OF MANAGEMENT SERVICES      **Agency Contract ID:** DMS-19/20-006C  
**Long Title:** Mobile Communication Services      **Vendor Name:** VERIZON WIRELESS  
**Total Contract Amount:** \$12,000,000.00      **Total Budgetary Amount:** \$12,000,000.00  
**Total Payment To Date:** NA      **Date of Execution:** 08/24/2021  
**General Description:** Contract for cellular voice and data services, secure access to MyFloridaNet, and other telecommunications services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services

[Details](#)   
 [Deliverables](#)   
 [Payments](#)   
 [Documents](#)   
 [Audits](#)

**Main Information**

**Agency Contract ID:** DMS-19/20-006C  
**FLAIR Contract ID:** TC109  
**Short Title:** MCS  
**Long Title:** Mobile Communication Services  
**Contract Type:** Standard Two Party Agreement by Statute  
**Contract Status:** Active  
**Date of Execution:** 08/24/2021  
**Date of Beginning:** 08/24/2021  
**Original End Date:** 08/23/2026  
**New Ending Date:**  
**Agency Service Area:**  
**Statutory Authority:** 282 702, F.S.  
**Contract Involves State or Federal Financial Assistance:** No  
**Recipient Type:**  
**Provide for Administrative Cost:** No  
**Provide for Periodic Increase:** No

**Procurement Information**

**Authorized Advanced Payment:** No  
**Method of Procurement:** Agency Invitation to Negotiate [s. 287.057 (1)(c), FAC]  
**State Term Contract ID:**  
**Contract's Exemption Justification:**  
**Agency Reference Number:**  
**Business Case Study Done:** No  
**Legal Challenges to Procurement:** No

**Outsourcing / Capital Improvements**

**Was the Contracted Function Previously Performed by the State:** No  
**Was the Contracted Function Considered for Insourcing back to the State:** No  
**Did the Vendor Make Capital Improvements on State Property:** No

**Budget Information**

**Original Contract Amount:** \$12,000,000.00      **Total Non-Recurring Budgetary Amount:** \$12,000,000.00  
**Total Contract Amount:** \$12,000,000.00      **Total Budgetary Amount:** \$12,000,000.00  
**Total Recurring Budgetary Amount:** \$0.00      **Total Unfunded Amount:** \$0.00

As of Date: 8/27/2021

[Download Budget Information](#)

No Recurring Budgetary records found for this contract

NON-RECURRING BUDGETARY AMOUNT	ACCOUNT CODE	FISCAL YEAR EFFECTIVE DATE	FY	COST ACCUMULATOR	AGENCY AMENDMENT REFERENCE
\$12,000,000.00	72-6-0--2-105-001-7290-01-00-00--10	07/01/2021	2021-2022		

**Contract Change**

No Contract Changes found for the contract.

**Vendor**

[Download Vendor](#) 

NAME LINE 1	NAME LINE 2	CITY STATE ZIP	MINORITY VENDOR DESIGNATION
VERIZON WIRELESS		TALLAHASSEE FL 323990000	Other Non-Profit

**CFDA**

No CFDA Codes found for the contract.

**CSFA**

No CSFA Codes found for the contract.



# CITY OF TARPON SPRINGS, FL

## PROCUREMENT SERVICES

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Jay Jackus, CPPO CPPB, Procurement Services Director   
**DATE:** 11/13/2018  
**SUBJECT:** Increase File No. 180070-C-JJ, Mobile Communications Services

---

### RECOMMENDATION:

Increase File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C with Verizon Wireless through January 19, 2022 from an annual amount not to exceed \$95,000.00 to \$130,000.00 an increase of \$35,000.00 for various City departments.

### BACKGROUND:

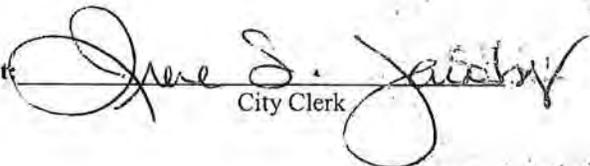
On January 9, 2018 the Board awarded the contract. The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards, in-car routers and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits. The attached memo from the Police Department, the largest single user of the contract, provides a sampling of the types of services and monthly expenditure. The increase is needed in order to continue to provide services through January 19, 2019 the initial one (1) year term of the contract.

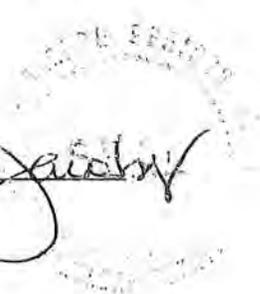
**FUNDING:** Funding to be identified at the time orders are placed

Accepted by: \_\_\_\_\_

  
City Manager

Attest: \_\_\_\_\_

  
City Clerk





# TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM



**Robert P. Kochen**  
CHIEF OF POLICE

*"Building a Better Future Through Excellence in Policing"*

---

To: Jay Jackus, Procurement Services Director

From: Robert P. Kochen, Chief of Police

Date: November 7, 2018

Ref: Verizon Wireless

---

The police department currently spends approximately \$5,000 a month with this vendor. Our department is requesting an increase in the current blanket purchase order to cover the remaining FY19 expenditures.

Verizon Cell phones	approximately	\$2,200/month
Verizon In-Car Routers	approximately	\$1,800/month
Verizon Aircards	approximately	\$550/month
Verizon Under-cover Aircards	approximately	\$75/month
Verizon Under-cover Cell phone	approximately	\$200/month

These expenses are accounted for in the FY19 budget in accounts:  
001-1002-521.41-00  
142-1023-521.41-00



# CITY OF TARPON SPRINGS, FL

## PROCUREMENT SERVICES

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

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### MEMORANDUM

---

**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**DATE:** 1/09/2018  
**SUBJECT:** Award File No. 180070-C-JJ, Mobile Communications Services

---

### RECOMMENDATION:

Award File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C through January 19, 2022 in an annual amount not to exceed \$95,000.00 for various City departments.

### BACKGROUND:

The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits.

**FUNDING:** Funding to be identified at the time orders are placed

Accepted by: \_\_\_\_\_

City Manager

Attest: \_\_\_\_\_

City Clerk



**CONTRACT BETWEEN  
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES  
AND  
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS**

**CONTRACT NO.: DMS-10/11-008C**

**AMENDMENT 7**

THIS AMENDMENT ("Amendment"), to the Mobile Communication Services (MCS) Contract No. DMS-10/11-008B, effective January 20, 2012 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Celco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07020-1097, ("Contractor"). Contractor and the Department are hereinafter referred to individually as a "Party" or collectively as the "Parties".

**WHEREAS**, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

**WHEREAS**, the Contract provides for up to five (5) years of renewal and the current expiration date of the Contract is January 19, 2017; and

**WHEREAS**, the Contract has remaining renewals for up to five (5) years; and

**WHEREAS**, the Department wishes to exercise its option to renew the Contract for an additional five (5) years.

**WHEREFORE**, in consideration of the foregoing premises, the Parties hereto agree that the Contract shall be amended as follows:

- 1. CONTRACT 2.01 – Initial Term:** The Parties agree that the Term of this Contract shall be renewed for an additional period of five (5) years commencing on January 20, 2017, and continuing through January 19, 2022, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract. The Parties agree that no additional renewal periods will remain after January 19, 2022.

**Specific Appropriation:**

The following is the specific state funds from which the State will make payment under the Contract:

General Appropriations Act (Florida Law)

2840 SPECIAL CATEGORIES

Contract No: DMS-10/11-008C

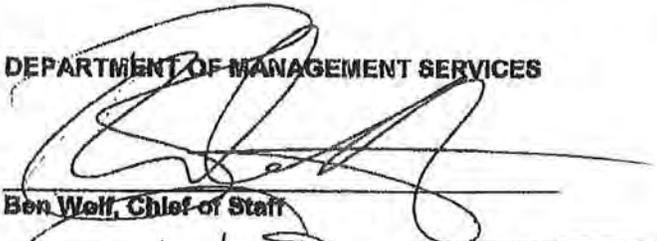
Contract Amendment 7

CENTREX AND SUNCOM PAYMENTS  
FROM COMMUNICATIONS WORKING  
CAPITAL TRUST FUND . . . . . \$108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.

**SO AGREED** by the parties' authorized representatives on the dates noted below:

**DEPARTMENT OF MANAGEMENT SERVICES**



Ben Wolf, Chief of Staff

2/9/16  
Date

**VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP (A DELAWARE LP)  
D/B/A VERIZON WIRELESS AND VERIZON  
WIRELESS OF THE EAST LP BY VERIZON  
WIRELESS OF GEORGIA LLC, ITS GENERAL  
PARTNER BY CELLCO PARTNERSHIP, ITS  
SOLE MEMBER D/B/A VERIZON WIRELESS**



Signature

**Todd Loccisano, Executive Director –  
Enterprise and Government Contracts**

January 6, 2016  
Date



PAUL SMITH  
PUBLIC SERVICES DIRECTOR

## Public Services Department

### Memorandum

**Date:** January 11, 2022

**To:** Honorable Mayor and Board of Commissioners

**Through:** Mark LeCouris, City Manager

**From:** Paul Smith, Public Services Director

**Subject:** Sustainability Advisory Committee Report and Recommended Community Engagement Plan

#### **Recommendation**

It is recommended that the Board approve the subject Sustainability Advisory Committee Community Engagement Plan as further described herein.

#### **Background**

The Sustainability Advisory Committee has been working diligently to draft a Sustainability Plan. This includes detailed review of individual objectives of an established sustainability framework (STAR) to align it with community needs. The Committee is now at a point where they are ready to further engage the community to get input prior to finalizing a draft.

Sustainability Committee Chairperson Dory Larsen will be providing a presentation (attached) to review the community engagement plan. The Committee has engaged the public in a limited way over the past year due to COVID. In-person meetings and survey are recommended to further engage the community. The Committee proposes 3 workshops in various locations, estimated to take place in April 2022.

In the meantime, the Committee would like to initiate a vigorous campaign effort to increase awareness, publicize the workshops, and invite residents to complete a survey. A copy of the draft survey is attached. The Committee developed this survey in part from the work Pinellas County has done for their countywide resiliency plan, with specific customization to our community's needs.

## City of Tarpon Springs Sustainability Plan - Community Engagement Survey

### 1. Which option(s) below best defines you in the community?

Choose all that apply

- Year-round resident
- Seasonal resident
- Own or operate a business in the City
- Work in but live in another city/county
- Local elected official or community leader
- City government institutional or organizational partner
- Work or volunteer for an environmental organization
- Other \_\_\_\_\_

### 2. Climate change refers to significant changes in climate conditions and weather patterns — such as changes in global temperature, rainfall, wind patterns and sea levels — that occur over a long period of time and have been increasing due to human activity such as the burning of fossil fuels or cutting down forests.

When do you think climate change will impact your life?

Choose one

- Now
- Within the next five years
- Within the next 25 years
- All of the above
- Never
- Other \_\_\_\_\_

### 3. Communities may experience stresses over time. Stresses are long-term trends that weaken the ability of a community to function and succeed. Which of the following stresses are of most concern in the City?

Choose your top 5 in no particular order

- Lack of safe access to public open spaces, especially for persons with disabilities
- Lack of job opportunities that support a living wage
- Poor air quality
- Poor water quality in lakes, rivers and bays
- High unemployment
- Homelessness
- Population growth and changing demographics
- Social conflict (e.g., political conflict or discrimination toward specific populations)
- Changing economic trends (e.g., material cost increases, inflation, or economic downturns)
- Poverty/inequity
- Aging infrastructure (e.g., roads, buildings, sewer systems, and power grid)
- Transportation safety
- Traffic and congestion

- Needs of an aging population
- Energy and/or transportation costs
- Other \_\_\_\_\_

**4. Sustainability is "the ability to maintain or improve standards of living without damaging or depleting natural resources for present and future generations."  
Which topics would you most like to see included in the City Sustainability Plan?**

Choose your top 5 in no particular order

- Livability (e.g., availability and quality of outdoor spaces, transportation, and other community characteristics that increase the well-being of people of all ages and abilities)
- Environmental conservation and protection of local ecosystems
- Financial decision-making processes for City programs and staffing
- Resource management and materials recovery (e.g., recycling)
- Diversity, inclusion, and social equity
- Smart growth (e.g., development that balances the needs of economic development and jobs, strong neighborhoods, and healthy communities and natural areas)
- Economic opportunity and job creation
- Protection of important public infrastructure (hospitals, water systems, etc.) from natural disasters and climate change
- Public health and safety
- Environmentally friendly and resource-efficient development
- Energy performance and efficiency
- Other \_\_\_\_\_

**5. Which of the following community services do you think the City should be providing more of?**

Choose your top 3 in no particular order

- Funding opportunities for residents and businesses to improve communities (energy upgrades, community gardens, flood proofing, etc.)
- Publicly available information about future climate conditions
- Updates to existing policies and regulations
- Volunteer opportunities
- Renewable energy sources for the community
- Food assistance programs to provide affordable and health food options to communities
- Health care services, including mental health services
- Parks, recreation, and open space
- Cultural resources
- Financial help for low- to moderate-income households
- Other \_\_\_\_\_

6. Which of the following have you experienced as a renter, homeowner, or business owner in the City?

Choose all that apply

- Flooding
- Hurricane/tropical storm evacuation
- Wind damage
- Lightning damage
- Deteriorating building structures
- Failing major appliances (air conditioning unit, water heater, etc.)
- Deteriorating infrastructure in my community (sidewalks, stormwater drains, etc.)
- Inadequate insurance coverage for disaster claim
- I do not rent, own a home, or own a business in the City
- None of the above
- Other \_\_\_\_\_

7. Is there something you would like to do to live more sustainably, but there are barriers to making that happen? Please explain.

8. Is there something important we are missing in addressing sustainability in the community? Please explain.

9. Please share the location of your favorite place in The City.

Drop a pin on the following map of this location, or search for an address in the address bar.

10. Describe why you chose this location.

*So that we can ensure we are receiving an inclusive community response to our survey, please provide additional **optional** information about yourself below*

11. In which general area of the City do you live (or business location or where you visit most if not a resident)?

Select one area that best describes your location

- North of the Anclote River
- West of US19, south of the Anclote River, and north of Meres Blvd
- West of US19, south of Meres Blvd, and north of Klosterman Road
- East of US19, south of the Anclote River, and north of Meres / Mango Street
- East of US19, south of Meres / Mango Street, and north of Klosterman Road
- Other \_\_\_\_\_
- Prefer not to answer

12. What is your age?

- Under 18
- 18-24
- 25-44
- 45-64
- 65 and older
- Prefer not to answer

13. What is your annual gross household income?

- Less than \$25,000
- \$25,000 - \$49,999
- \$50,000 - \$100,000
- Over \$100,000
- Prefer not to answer

14. What is your race?

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White
- More than one race
- Other
- Prefer not to answer



Sustainability Committee Update to BOC  
January 11, 2022



# Introduction

---

- Committee Members include:
  - Dory Larsen, Chair
  - Dr. Paul Robinson, Vice Chair
  - Karen Gallagher
  - Taylor Mandalou
  - Denise Mannino
  - Dr. Carol Mickett
  - Robin Saenger
- The Committee has met monthly on the 3rd Thursday at 6:00 pm



# Recent Work Completed

---

- Board of Commissioners approved a dedicated Sustainability Coordinator position
- A Sustainability Coordinator has been selected and is now a part of the City staff!
- Welcome Robin Rives, Sustainability Coordinator!

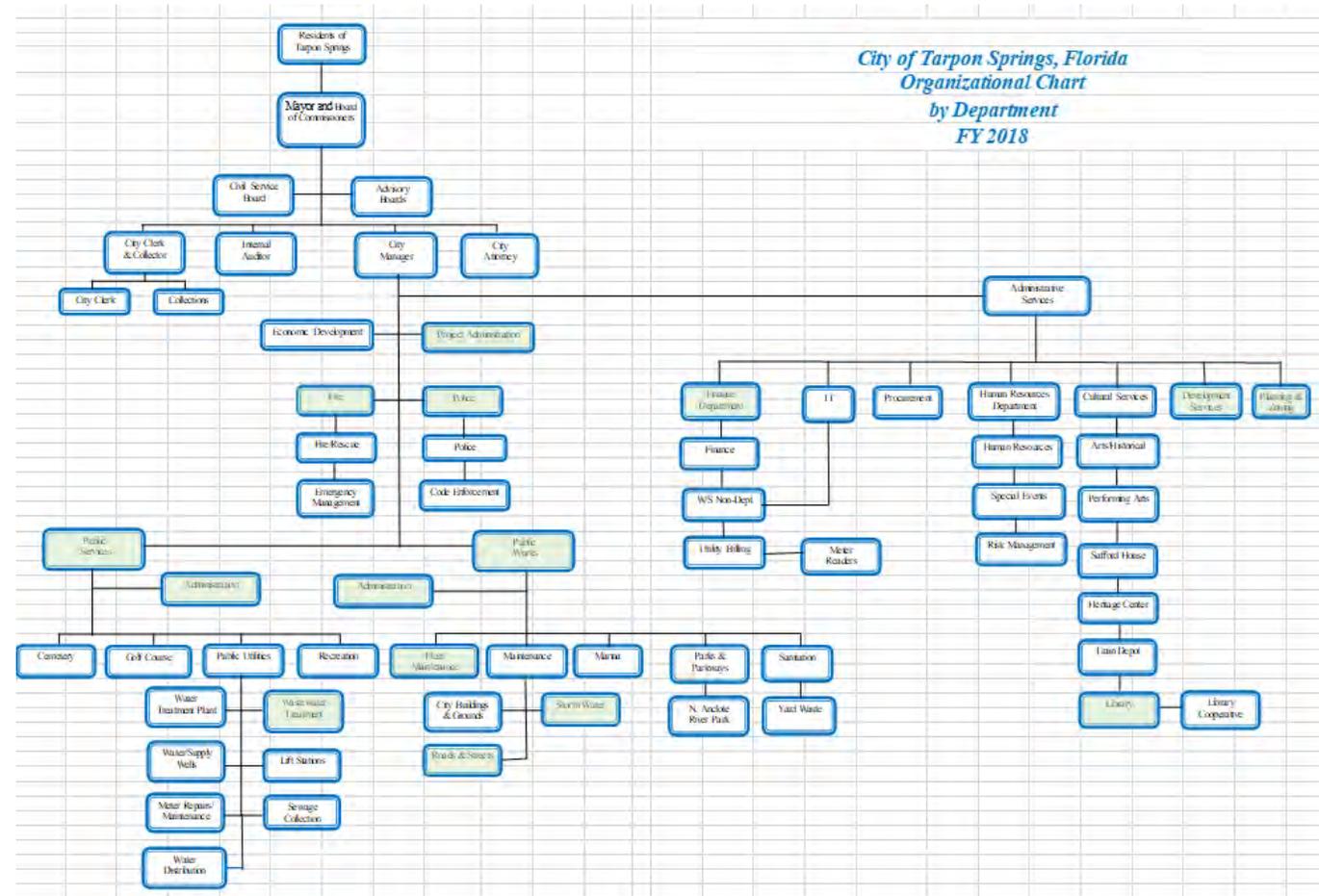
# Recent Work Completed (continued)

- The Committee has been working diligently through the STAR framework to align objectives with community needs
- Engagement with City staff and the entire community is an important next step

		← Goal Areas →							
		BE	CE	EJ	EAC	EE	HS	NS	IP
		Built Environment	Climate & Energy	Economy & Jobs	Education, Arts & Community	Equity & Empowerment	Health & Safety	Natural Systems	Innovation & Process
Objectives	1	Ambient Noise & Light	Climate Adaptation	Business Retention & Development	Arts & Culture	Civic Engagement	Active Living	Green Infrastructure	Best Practices & Processes
	2	Community Water Systems	Greenhouse Gas Mitigation	Green Market Development	Community Cohesion	Civil & Human Rights	Community Health	Biodiversity & Invasive Species	Exemplary Performance
	3	Compact & Complete Communities	Greening the Energy Supply	Local Economy	Educational Opportunity & Attainment	Environmental Justice	Emergency Management & Response	Natural Resource Protection	Local Innovation
	4	Housing Affordability	Energy Efficiency	Quality Jobs & Living Wages	Historic Preservation	Equitable Services & Access	Food Access & Nutrition	Outdoor Air Quality	Good Governance
	5	Infill & Redevelopment	Water Efficiency	Targeted Industry Development	Social & Cultural Diversity	Human Services	Health Systems	Water in the Environment	
	6	Public Parkland	Local Government GHG & Resource Footprint	Workforce Readiness	Aging in the Community	Poverty Prevention & Alleviation	Hazard Mitigation	Working Lands	
	7	Transportation Choices	Waste Minimization				Safe Communities		

# Staff Engagement

- The Committee has been working with City staff throughout the STAR framework review process
- The City Manager has formed a **Sustainability staff team** composed of department representatives
- The Sustainability Committee will be meeting with the staff team as a group, which is planned for January 20th to review work completed so far and to get input on ideas
- This input will be utilized to further shape the Sustainability Plan for community engagement



# Community Engagement

- The Committee has engaged the public in a limited way over the past year due to COVID:
  - Flyer
  - Listening sessions via Zoom
  - Public meetings (televised)
  - Events: Drive Electric, Arbor Day, etc.
- In-person meetings and survey are recommended to further engage the community
- Propose 3 workshops in various locations: Estimate to take place in April 2022
- In the meantime, initiate a vigorous campaign effort to increase awareness and invite residents for survey
- Partnering with Florida Sea Grant to get additional community input

Timelines for Sustainability Action Plan Engagement					
	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
Sustainability Committee	12/16/2021 - discuss presentation - survey - public workshop details	1/20/22 - workshop with Staff Group - SC mtg, discuss input, finalize			
City Staff Work Group	12/14/21 1st Intro mtg. Review SAP	1/20/22 - workshop with Sust. Comm.			
Public			Campaign for Survey 1. online link 2. decals at businesses and flyers at City locations 3. utility bills		Workshops 1, 2, 3 1- Community center(s) 2 - Craig Park 3 - Businesses, Chamber via Church on Bayou or other space?
Planning and Zoning			Workshop on Comp. Plan with Advisory Boards - #1 Overview and Input		Workshop on Comp. Plan with Advisory Boards - #2 Review of draft product
Florida Sea Grant/ IFAS					Workshop 1 1- Community center(s)

# Recommendations to the BOC

- Initiate community engagement campaign to foster input and participation
- Hold several public workshops in different locations
- Review input with the Board of Commissioners before composing a final draft of the Sustainability Plan
- In parallel, ensure Sustainability Committee is giving meaningful input into the Comp Plan and Strategic Plan





## Project Administration Department

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

### Memorandum

**Date:** January 11, 2022

**To:** Mayor, and Board of Commissioners

**Through:** Mark LeCouris, City Manager

**From:** Bob Robertson, Project Administration Department Director *RRR*

**Subject:** Approve FDEP Standard Grant Agreement - Funding for Sponge Docks Flooding Abatement Project.

---

#### Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Environmental Protection through which the State will provide up to \$1,738,390 of funding for the subject project.

#### Summary

Through the attached Agreement, the State of Florida has agreed to partner with the City to fund the construction of the Sponge Docks Flooding Abatement Project. The State will contribute up to \$1,738,390 for this purpose. This money will be paid to the City on a reimbursement basis after payments have been made by the City to contractor (not yet selected). The City will pay the cost of the design portion of this project. Design is estimated to begin by March 2022.

The Agreement document is attached.

The City Attorney has reviewed this agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Tarpon Springs Sponge Docks Flooding Abatement** Agreement Number: **LPA0229**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Tarpon Springs** Entity Type: **Local Government**  
Grantee Address: **324 E. Pine Street, Tarpon Springs, FL 34689** FEID: **59-6000437** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **December 31, 2024**

4. Project Number: \_\_\_\_\_ Project Location(s): **Lat/Long (28.1554, -82.7604)** +  
*(If different from Agreement Number)*

Project Description: **The Grantee will construct stormwater improvements for the Tarpon Springs Sponge Docks.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$1,738,390.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA LI 1607A, FY21-22, GR</b>	<b>\$1,738,390.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$1,738,390.00</b>

6. Department's Grant Manager Name: <b>Zachary Easton</b> _____ or successor	Grantee's Grant Manager Name: <b>Robert Robertson</b> _____ or successor
Address: <b>3900 Commonwealth Blvd. Douglas Building, MS 3602 Tallahassee, FL 32399-3000</b> _____ Phone: <b>(850) 245-2949</b> _____ Email: <b>Zachary.Easton@floridadep.gov</b>	Address: <b>324 E. Pine Street Tarpon Springs, FL 34689</b> _____ Phone: <b>(727) 942-5638</b> _____ Email: <b>rrobertson@ctsfl.us</b>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**City of Tarpon Springs**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Chris Alahouzos, Mayor**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Trina Vielhauer, DWRA Director**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Zachary Easton, DEP Grant Manager

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Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

**Attachment 1**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

## **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

## **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

## **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0229**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Tarpon Springs Sponge Docks Flooding Abatement (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment Purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance.

None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

**14. Additional Terms.**

None.

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Tarpon Springs Sponge Docks Flooding Abatement

**PROJECT LOCATION:** The Project will be located in the City of Tarpon Springs within Pinellas County; Lat/Long (28.1554, -82.7604). See Figure 1 for a site plan.

**PROJECT BACKGROUND:** The City of Tarpon Springs (Grantee) has prioritized addressing frequent flooding on the Tarpon Springs Sponge Docks to mitigate high-water impacts to local residents and businesses. The Grantee has formed a two-phase approach to resolve the issue and has currently installed three (3) tidal check valves to eliminate normal tidal flooding. The tidal check valves are unable to prevent flooding during high tides coinciding with heavy rain events, which will require additional stormwater improvements to prevent flooding. The Project will include installing upgraded stormwater conveyance piping, infrastructure, and a stormwater pumping system.

**PROJECT DESCRIPTION:** The Grantee will construct stormwater improvements for the Tarpon Springs Sponge Docks. The Project will include construction of approximately 1,072 linear feet of piping, a partially rebuilt seawall segment, and a 20 ft x 7 ft storm water pumping station with vault.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Construction**

**Deliverables:** The Grantee will construct stormwater improvements in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

**Performance Standard:** The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

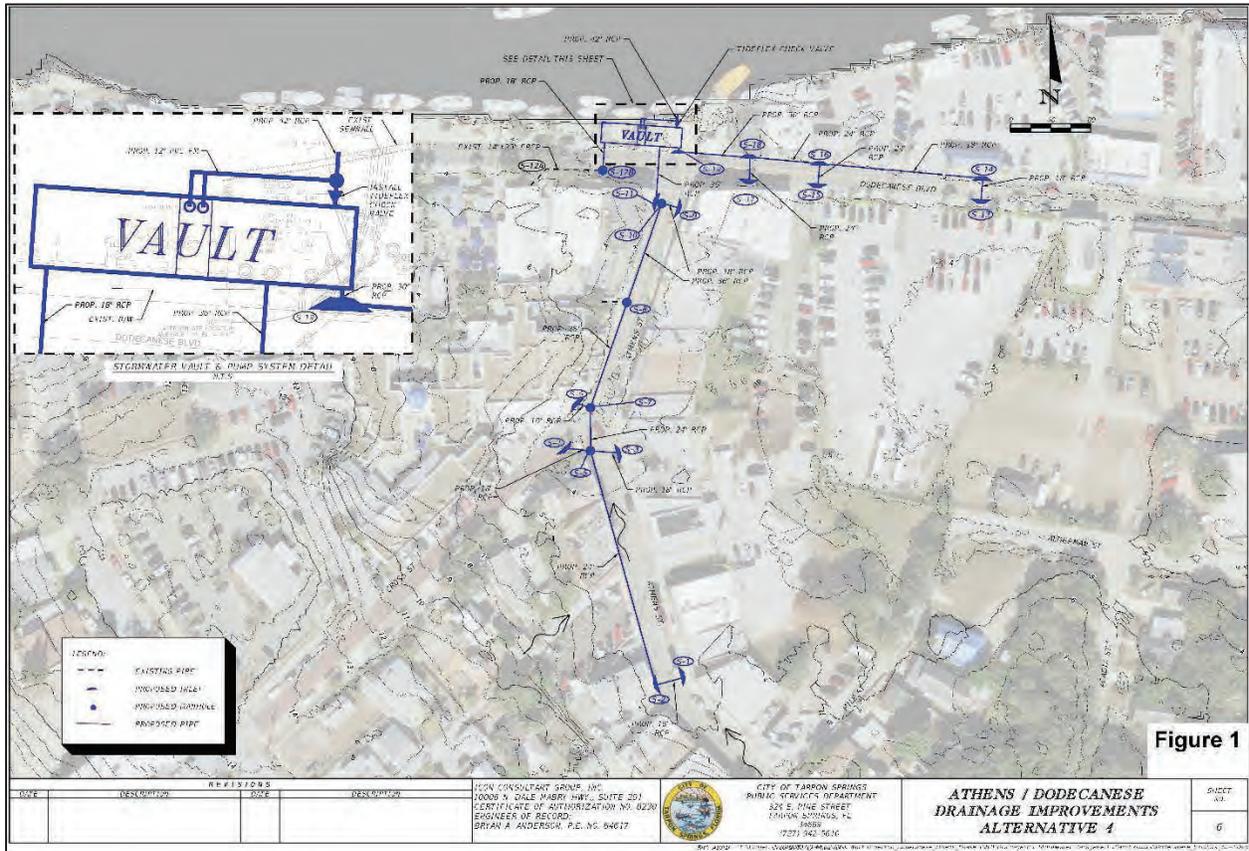
**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,738,390	07/01/2021	06/30/2024
Total:			\$1,738,390		

**Figure 1. Site Plan**



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	DEP, GAA Line Item 1607A	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,738,390	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$1,738,390	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0229
<b>Project Title:</b>	Tarpon Springs Sponge Docks Flooding Abatement
<b>Grantee Name:</b>	City of Tarpon Springs
<b>Grantee's Grant Manager:</b>	Robert Robertson
<b>Reporting Period:</b>	Select reporting period. Select year.

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

**Task 1: Construction**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Indicate the completion status for the following tasks:**

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager (Original Ink)

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



## Project Administration Department

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

### Memorandum

**Date:** January 11, 2022

**To:** Mayor, and Board of Commissioners

**Through:** Mark LeCouris, City Manager

**From:** Bob Robertson, Project Administration Department Director *RRR*

**Subject:** Approve FDEP Standard Grant Agreement Amendment - Funding for Anclote River Extended Turning Basin Dredge

---

#### Recommendation

Approval is recommended for the Mayor to execute an Amendment to an Agreement with the Florida Department of Environmental Protection through which the State will provide additional funding up to \$724,753 for the subject project.

#### Summary

Through an existing and approved agreement, the State of Florida agreed to partner with the City to fund the dredging of the Anclote River and the Extended Turning Basin. The original agreement provided up to \$676,046 for the project. This amendment provides an additional \$724,753, bringing the total to \$1,400,799. This money will be paid to the City on a reimbursement basis after payments have been made by the City to the contractor.

The amendment document is attached.

The City Attorney has reviewed this agreement.

**AMENDMENT NO. 1  
TO AGREEMENT NO. LP52028  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF TARPON SPRINGS**

This Amendment to Agreement No. LP52028 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Tarpon Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Tarpon Springs Anclote River Dredge Project (Project), effective November 8, 2018; and,

WHEREAS, funding in the amount of \$676,046 was provided under Line Item 1595A of the 2018-2019 General Appropriations Act for this Project; and,

WHEREAS, \$724,753 in additional funding for this Project was provided under Line Item 1607A of the 2021-2022 General Appropriations Act; and the total funding for this Agreement is now \$1,400,799; and,

WHEREAS, the Grantee has requested a revision in the scope of work, and an extension of the Agreement is needed because additional time is needed to complete the Project; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein, to add additional funding, revise the scope of work, and extend the Agreement; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2023. The reimbursement period for this Agreement begins on July 1, 2018 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.

4. **Attachment 5, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-1, Revised Special Audit Requirements**.
5. **Exhibit A, Payment Request Summary Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Payment Request Summary Form**.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF TARPON SPRINGS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Chris Alahouzos, Mayor

By: \_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_

\_\_\_\_\_  
Trina Vielhauer, DWRA Director  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Zachary Easton, DEP Grant Manager

\_\_\_\_\_  
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (4 Pages)
Attachment	5-1	Revised Special Audit Requirements (6 Pages)
Exhibit	A-1	Payment Request Summary Form (1 Page)

**ATTACHMENT 3-1  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Tarpon Springs Anclote River Dredge Project

**PROJECT LOCATION:** The Project will be located near the Anclote River within the City of Tarpon Springs in Pinellas County; Lat/Long (28.1683, -82.7642). See Figures 1 and 2 for a site map and an Anclote River Federal Channel Extents Map.

**PROJECT BACKGROUND:** The City of Tarpon Springs (Grantee) is seeking to complete a maintenance dredge of the Anclote River Federal Navigation Channel (ARNC). Dredging of the ARNC is necessary approximately every twenty (20) years due to shoaling and the accumulation of sediments that cause the channel to be too shallow for ships to enter. The United States Army Corps of Engineers is responsible for operation and maintenance of this channel, but the Grantee is the local municipal coordinator for the maintenance dredge and must provide a spoil management site for treatment and storage of the dredged materials or spoils. The Project will provide treatment and storage of dredged materials and will assist in maintaining access through the ARNC in northern Pinellas County and the City of Tarpon Springs.

**PROJECT DESCRIPTION:** The Grantee will dredge the Extended Turning Basin within the Anclote River and will construct a spoil management site for the storage and treatment of the dredged materials. The Project will also include site restoration and a property lease for the spoil management site.

**TASKS:**

All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Spoil Management Site Lease and Construction**

**Deliverables:** The Grantee will lease property and construct a spoil management site in accordance with the construction contract documents. The spoil management site will be prepared for the treatment and storage of dredged materials.

**Documentation:** The Grantee will submit: 1) a copy of the property lease contract that identifies the lease payment schedule; 2) signed acceptance of the completed work by the Grantee; and 3) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 2: Muck Dredging and Spoil Management**

**Deliverables:** The Grantee will dredge approximately 20,500 cubic yards of muck sediments from the Anclote River in accordance with the construction contract documents. This task includes the installation of transportation infrastructure crossings and a hydraulic dredge pipeline to pump the sediments to the dredge material management area (DMMA). The DMMA site(s) will be prepared for dewatering and

treatment of the dredged material, the site(s) restored, and the suitable dredged materials offloaded to the prepared spoil disposal site(s).

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 2) a signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents, as applicable.

**Performance Standard:** The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:**

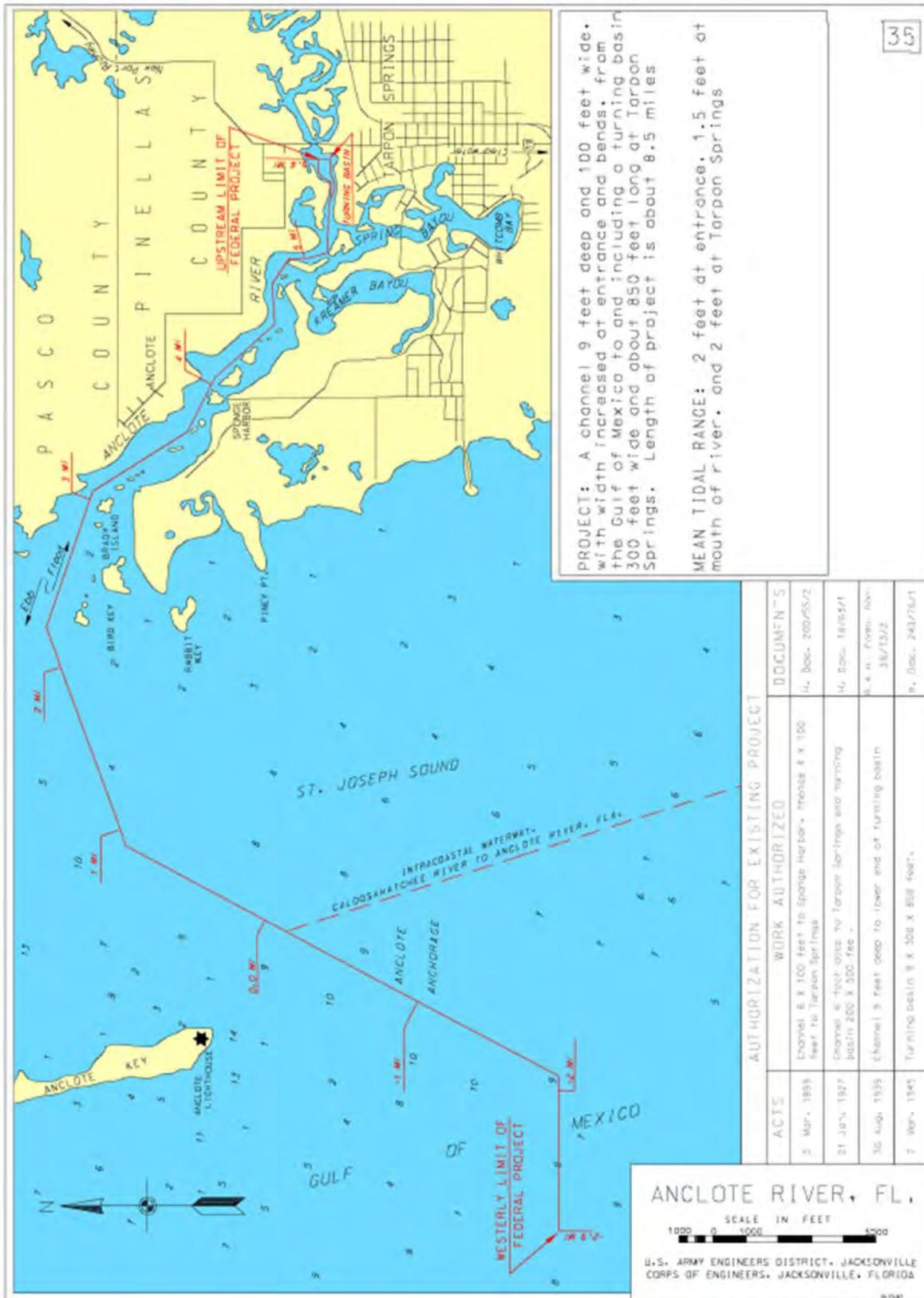
The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Spoil Management Site Lease and Construction	Contractual Services	\$676,046	07/01/2018	06/30/2023
2	Muck Dredging and Spoil Management	Contractual Services	\$724,753	07/01/2021	06/30/2023
Total:			\$1,400,799		

**Figure 1: Site Map**



**Figure 2: Anclote River Federal Channel Extents Map**



**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Revised Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5-1**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5-1**

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>Federal Program B</b>	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
<b>State Program A</b>	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP, GAA Line Item 1595A	2018-2019	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$676,046	140047
Amendment 1	FDEP, GAA Line Item 1607A	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$724,753	140047
<b>State Program B</b>	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

<b>Total Award</b>	<b>\$1,400,799</b>	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1  
Revised Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



THOMAS J. TRASK, B.C.S.\*  
JAY DAIGNEAULT, B.C.S.\*  
ERICA F. AUGELLO, B.C.S.\*  
RANDY D. MORA, B.C.S.\*  
ROBERT M. ESCHENFELDER, B.C.S.\*  
NANCY MEYER  
DAVID E. PLATTE  
JEREMY SIMON

*\* Board Certified by the Florida Bar in  
City, County and Local Government Law*

To: Hon. Chris Alahouzos, Mayor  
Hon. Jacob Karr Vice-Mayor  
Hon. Townsend Tarapani, Commissioner  
Hon. Connor Donovan Commissioner  
Hon. Costa Vatikiotis, Commissioner

From: Robert M. Eschenfelder—City Attorney’s Office

Date: 22 December 2021

Re: Recommended Revision to Mobile Food Dispensing Vehicle Code Provisions

---

As you may recall, in September of 2020, the Commission adopted Ordinance 2020-22 as a response to the Florida Legislature’s adoption of Florida Statute § 509.102, which prohibited municipalities from completely banning the operation of mobile food dispensing vehicles. Until the ordinance’s adoption, such vehicles were not an authorized use within the City.

Ordinance 2020-22 created two new sections of the City’s Code. The first, § 56.05, established the zones within the City where such vehicles could operate, and provided for a variety of regulatory requirements the vehicles must follow when operating in those authorized zones.

The second Code section created by the ordinance was § 56.06. This section provided that a mobile food dispensing vehicle could be located, as an accessory use, on the property of a legally established food or drink establishment, which is being solely operated as a food or drink establishment, subject to an application being filed and a variety of criteria being met.

One such condition was set forth in subsection (9) of § 56.06. In relevant part, this subsection provides that a mobile food dispensing vehicle being operated as an accessory use on the site of a legally established food or drink establishment “must display a graphic image, name or branding of the primary food or drink establishment” while operating as an accessory use on the site of the primary business.

In the City planning staff’s original draft of the ordinance, this requirement was not included as part of the necessary regulatory requirements recommended for accessory use mobile food dispensing vehicle operations. However, after the City conducted public hearings on the draft ordinance and the Commission discussed its terms, this provision was added.

As our office does on a regular basis, we monitor legislation and litigation which may have an impact on either the legality or enforceability of the City’s codes and rules.

In this case, we believe that evolving caselaw on signage issues may present enforcement difficulties, particularly as the requirement does not instruct the applicant for an accessory use permit in more detail as to how the requirement must be met.

In discussing the matter with the City's planning staff, it was staff's view that the requirement is not really necessary in order to allow the City to accomplish the regulatory purposes (to ensure the consuming public was not confused as to the responsible operating party and to allow the City's code enforcement officers to easily recognize the mobile food dispensing vehicle was lawfully present at the site) the added language was intended to address. Staff also confirms that in the time since the ordinance went into effect, there has been no need to invoke or apply the provision.

Therefore, so as to remove an unnecessary regulation which may be less than clear for the business community to follow, and to avoid unnecessary litigation claims over the provision, both our office and the City's planning staff recommend the removal of the portion of § 56.06(9) which requires some additional signage for mobile food dispensing vehicles being operated as an accessory use at a legally established food or drink establishment.

Should anyone have questions on this recommendation, please do not hesitate to contact me or City Attorney Trask.

c: Mark LeCouris, City Manager  
Thomas J. Trask, City Attorney  
Renea Vincent, AICP, CPM, Planning Director

**ORDINANCE NO. 202202**

**AN ORDINANCE AMENDING § 56.06 OF THE TARPON SPRINGS CODE TO AMEND SUBSECTION (9) THEREOF RELATED TO SIGNAGE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, § 56.06 of the City Code of the City of Tarpon Springs (the City) allows legally established food or drink establishments to locate a mobile food dispensing vehicle on the site of the primary business as an accessory use upon compliance with certain conditions; and

**WHEREAS**, one such condition is in subsection (9), which provides that the mobile food dispensing vehicle being operated as an accessory use “must display a graphic image, name or branding of the primary food or drink establishment” while operating as an accessory use on the site of the primary business”; and

**WHEREAS**, the City’s staff have recommended that this provision be deleted since the initial intent of this provision was to ensure the consuming public was not confused as to the responsible operating party and to allow the City’s code enforcement officers to easily recognize the mobile food dispensing vehicle was lawfully present at the site, can be satisfied by way of the site plan and permit review process outlined in § 56.06 without the need for requiring display of any additional signage; and

**WHEREAS**, the Board of Commissioners finds that the recommended revision to § 56.06 is in the best interests of the City and its citizens and business community.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the City of Tarpon Springs, Florida, that:

**Section 1.** Section 56.06 of the Tarpon Springs Code is amended as follows:

**§ 56.06 - MOBILE FOOD DISPENSING VEHICLES; AS ACCESSORY TO FOOD AND DRINK ESTABLISHMENTS.**

A mobile food dispensing vehicle may be located as an accessory use (as defined in Section 36.00 (B)) to a legally established food or drink establishment, which is solely operated as a food or drink establishment, subject to the following criteria:

(A) Review and approval of a development application by the Technical Review Committee containing the following minimum information and demonstration of compliance with the following standards:

- (1) Site layout indicating location of the mobile dispensing vehicle (may not locate in required off-street parking areas, or in such a manner as to block any accessways, walkways, driveways, loading zones or other site circulation ways for vehicles or

- pedestrians);
- (2) The mobile food dispensing vehicle must be maintained as an operable vehicle and may not be permanently affixed or attached to a building or structure in a manner that would prevent the vehicle from being moved in the event of an emergency;
  - (3) Indicate operating hours (limited to those of the primary business);
  - (4) City services requested (water, sewer, solid waste pick up);
  - (5) Demonstration of compliance with the City's Fats, Oils and Grease (FOG) Management Program;
  - (6) Evacuation or mitigation plan in the event of a hurricane, wind-storm, or flooding event;
  - (7) Show method of connection to permanent power with 30 or 50 amp recreational vehicle/marine type plug and cord. When operating in close proximity to residential uses or existing outdoor seating areas the mobile food dispensing vehicle shall be required to operate from battery or appropriate permanent power source to eliminate noise and fumes associated with generators.
  - (8) The primary business owner shall obtain a separate business tax receipt license for the mobile food dispensing use;
  - (9) A mobile food dispensing vehicle may only be operated by the primary business owner as an extension of the primary business..
  - (10) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.

**Section 2.** For purposes of codification of any existing section of the Tarpon Springs Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

**Section 3.** If any section, subsection, sentence, clause, provision or word of this Ordinance is held invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity. The Tarpon Springs Board of Commissioners expressly indicates

that it desires any remainder of the Ordinance to withstand any severed provision, as it would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

**Section 4.** The Codifier shall codify the substantive amendments to the Tarpon Springs City Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses or any other sections not designated for codification.

**Section 5.** Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

**DULY ADOPTED** with a quorum present and voting this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF TARPON SPRINGS, FLORIDA**

ATTEST: CITY CLERK

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk



# *City of Tarpon Springs, Florida*

Mayor and Board of Commissioners  
324 East Pine Street  
Post Office Box 5004  
Tarpon Springs, Florida 34689-5004  
(727) 938-3711  
[www.ctsfl.us](http://www.ctsfl.us)

January 5, 2022

To: Mayor and Board of Commissioners

From: Jacob Karr, Vice-Mayor

Subject: Request to approve \$100,000 commitment from the land preservation fund to the WK Preservation Group Inc. to help achieve fundraising goals to purchase 14 acres

The 14 acres sits north of Klosterman Road and south of Pinellas County's 76-acre Mariner's Point Management Area. The goal of the purchase by WK Preservation Group Inc. is to preserve the land and keep it from being developed.

If purchased, they plan on donating it to Pinellas County and combine it with the 76 acres making it a 90 acre preserve.

This property sits in unincorporated Tarpon Springs and City Attorney Trask has confirmed the City of Tarpon can commit funds outside of the city incorporated boundaries. As well, it is important to show that this purchase would benefit the public and would need to be documented further.

### **Conditional options for the funds:**

- 1.) Full funding must be obtained for the purchase of the 14 acres; \$3M contracted (appraised currently at \$1.9M with current zoning)
- 2.) If funding goals are not reached and Pinellas County Schools doesn't accept a lower price the funding will not be committed to the WK Preservation Group Inc. and would stay in the land preservation fund
- 3.) require the property be preserved by way of a conservation easement
- 4.) the need to document the public benefit of acquiring this land would need to be outlined and documented



# WK Preservation Group Inc.

A 501(c)(3) Charity Registered as a Florida Nonprofit Charitable Corporation



## The WK Preservation Group – Who We Are and What We Are Doing

The WK Preservation Group Inc. (WKPG) exists to promote the preservation of undeveloped land in the coastal and upland area of west-central Florida to:

- Sustain the quality of life for all our citizens
- Preserve the land's climate resilient character for the benefit of plants, wildlife and people
- Retain the ecosystem's natural biodiversity
- Reduce our carbon footprint

Our first project is to acquire the West Klosterman Preserve, a 14-acre parcel on the southern edge of Tarpon Springs, adjacent to and sharing an ecosystem with the 76-acre Mariner's Point Management Area. WKPG will donate this parcel to the County to operate and maintain as the 90-acre ecosystem it has been for many decades.

- WKPG has signed a sales contract with the Pinellas County School Board to purchase the property for \$3 million and needs to raise \$3.2 million to close the sale by a deadline of July 1, 2022. The proceeds become a part of Pinellas County School's facilities budget.
- Pinellas County has committed to work with WKPG to accept ownership of the property and to operate and maintain it as a preserve in perpetuity. Specific terms to be agreed prior to closing.

WKPG has currently raised over \$350,000 in direct donations from over 500 supporters, family foundations, grants and through the support of the Pinellas Community Foundation, with whom we are partnered on the WK Preserve project. Our fundraising campaigns are increasingly successful, and further financial support will be requested from Pinellas County and others as we approach our deadline.

The Tarpon Springs Board of Commissioners provided an important endorsement for WKPG last year and we ask for your continued support as we seek to raise funds to secure this property and continue our mission into the future.



# Testimonials and Public Support



*“Our family has a lifetime of memories from our annual trips to Pinellas County. We live in Indiana and see our gift as a challenge to the local community to help save the West Klosterman Preserve.” - Jeremy Efroymsen - \$250,000 gift*

*“The decision to sell to developers is in the hands of PCS board members. That’s why the WK Preservation Group is working through the Pinellas Community Foundation as a fundraising agent. WK Preservation Group is a nonprofit organization dedicated to preserving the rural heritage of open space by protecting the natural forest, plant life, and all native animals in this community.” - Duggan Cooley, CEO*

*“The Sierra Club is super excited to support the preservation of this land. We are asking and encourage our members to donate, it’s going to take the whole community. And for those who stood up for the Gladys Douglas Preserve, it’s time to do it again.” – Kira Barrera, Conservation Committee Chair*

*“Pinellas County supports the public/private efforts to preserve properties like the WK Preserve throughout the County. I will cooperate with and support the WK Preservation Group as they work to acquire the WK Preserve from Pinellas County School Board and help arrange for it to become a part of the County’s Mariner’s Point Management Area.” – David Eggers, County Commissioner*

*“We fully support the effort by the nonprofit organization WK Preservation Group as they navigate with Pinellas Community Foundation the fundraising process and regulatory requirements that will help achieve the goal to protect and preserve one of the rare undeveloped greenspaces left in Pinellas County.” – Mayor Alahouzos and the Board of Commissioners, City of Tarpon Springs*



# How Can I Help?

## Donate by Check or Money Order

Make checks payable to: Pinellas Community Foundation  
Memo line: WK Preserve Fund  
Mail to: 17755 US Highway 19 N, Suite 150,  
Clearwater, FL 33764

## Donate Online

[PinellasCF.org/WKP-gift](https://PinellasCF.org/WKP-gift)



## Donate Stock or Property or Make a Pledge

Contact PCF Director of Donor and Advisor Relations  
Leigh Davis at 727-306-3142 or [ldavis@pinellascf.org](mailto:ldavis@pinellascf.org)

For More Information visit the WKPG website at:  
[wkpreserve.com](https://wkpreserve.com)



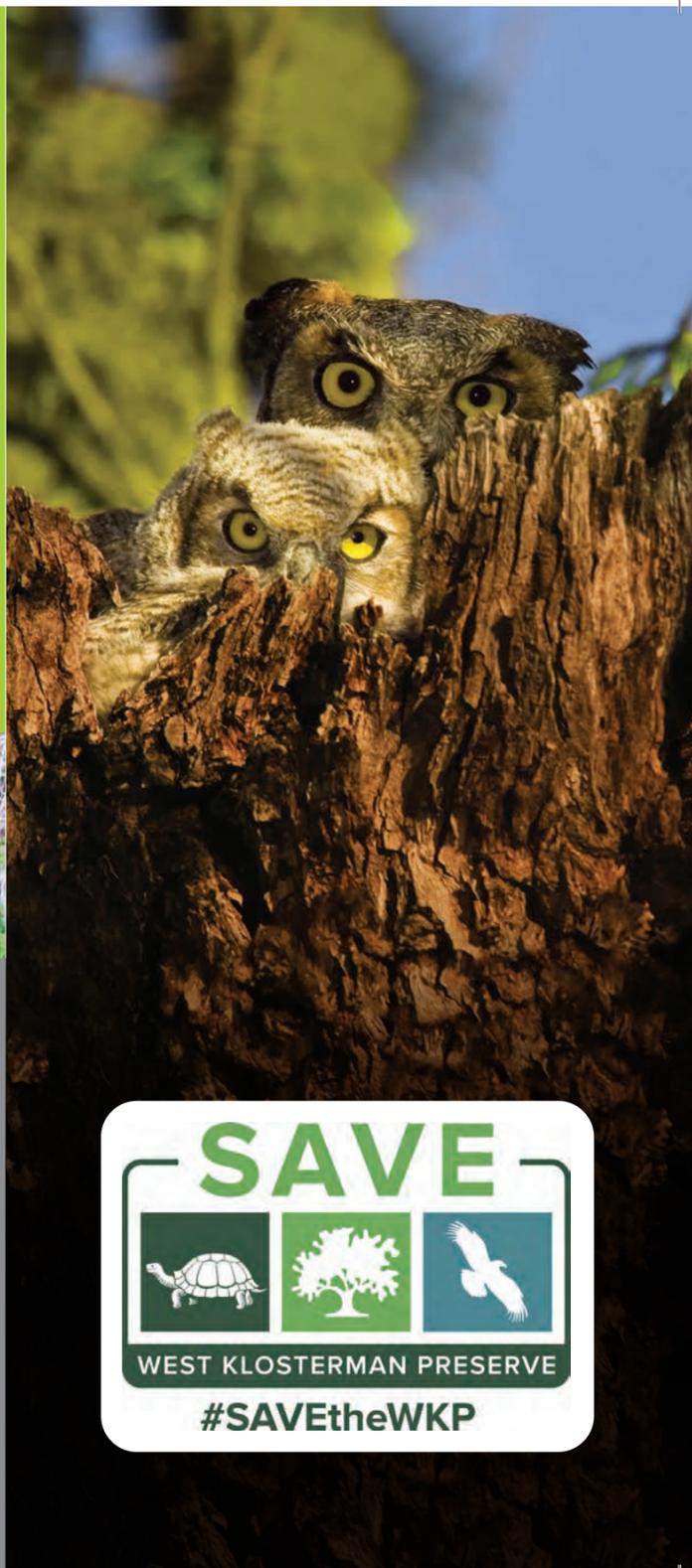
© Photo by Brad Husserl



Giving Humanity a Hand Since 1969

17755 US Highway 19 N, Suite 150 | Clearwater, FL 33764  
727-531-0058 | [PinellasCF.org](https://PinellasCF.org)

PINELLAS COMMUNITY FOUNDATION IS A 501(c)(3) NONPROFIT ORGANIZATION. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION FOR PINELLAS COMMUNITY FOUNDATION (CH3646) MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE 800-435-7352 OR VISITING [WWW.FRESHFROMFLORIDA.COM](https://WWW.FRESHFROMFLORIDA.COM). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. YOUR GIFT MAY BE TAX-DEDUCTIBLE; PLEASE CONSULT YOUR TAX PROFESSIONAL TO EXPLORE YOUR BENEFITS.

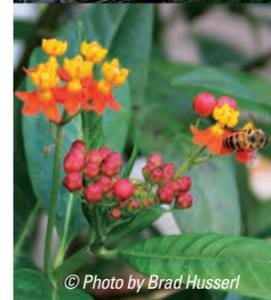


## Help Save the West Klosterman Preserve

A 14-acre parcel of ancient natural forest on West Klosterman Road in Tarpon Springs is in grave danger. The land, adjacent to the 76-acre Mariner Point Management Area (MPMA), was purchased in 1990 for \$651,500 by Pinellas County Schools (PCS) for educational needs using taxpayer money. PCS endorsed selling this natural forest to a developer, risking replacement by condominiums and loss of the natural habitat forever.

© Photo by Brad Husserl

The property is located on West Klosterman Road, two blocks from the Gulf. The legal description is TAMPA & TARPON SPRINGS LAND CO NW 1/4, SEC 23-27-15 E 150FT OF LOT 26, ALL OF LOT 27 & W 30FT OF LOT 28.



© Photo by Brad Husserl



© Photo by Brad Husserl

## What's at Stake?

The land is ecologically stable. It is home to an ancient natural forest, and endangered and threatened trees, plants, and wildlife. Replacing this unspoiled land with multifamily housing will bulldoze the property, destroying trees, driving out native animal and plant species, increasing air pollution and carbon dioxide emissions, and creating toxic runoff into the Gulf of Mexico. Such urban density will generate traffic, strain local infrastructure, and endanger the adjacent MPMA county-protected land that promotes groundwater recharge and improves surface water quality before it enters the Gulf.

## What's the Status

In June 2021, the WK Preservation Group (WKPG) signed a sales contract with PCS to purchase the land. The purchase will require that WKPG raise \$3.2 million by July 2022. The goal for both WKPG and PCS is to realize our children's environmental and educational future.

Help make this win-win scenario a reality.

## Join Our Action Plan

The WK Preservation Group is a nonprofit organization dedicated to preserving the rural heritage of open space by protecting the natural forest, plant life, and all native animals in this community. The Pinellas Community Foundation (PCF) is partnering with WKPG to provide its fundraising capabilities to this effort.

With your help, WKPG and PCF intend to raise the \$3.2 million required by July 2022 to acquire the property and create a preserve for the benefit of future generations. Pinellas County has agreed to accept ownership and operation of the property once it is secured.

## How Your Donations Help

Your donation to the WK Preserve Fund will contribute to the offer submitted by WK Preservation Group for the land acquisition. If fundraising exceeds the goal, Pinellas Community Foundation will allocate the surplus for land maintenance and future land preservation projects in Pinellas County.

## Thank You for Supporting the WK Preserve

With your help, we will be able to secure the land from destruction and return it to Pinellas County citizens — an eternal reminder of your generosity and dedication to our home.

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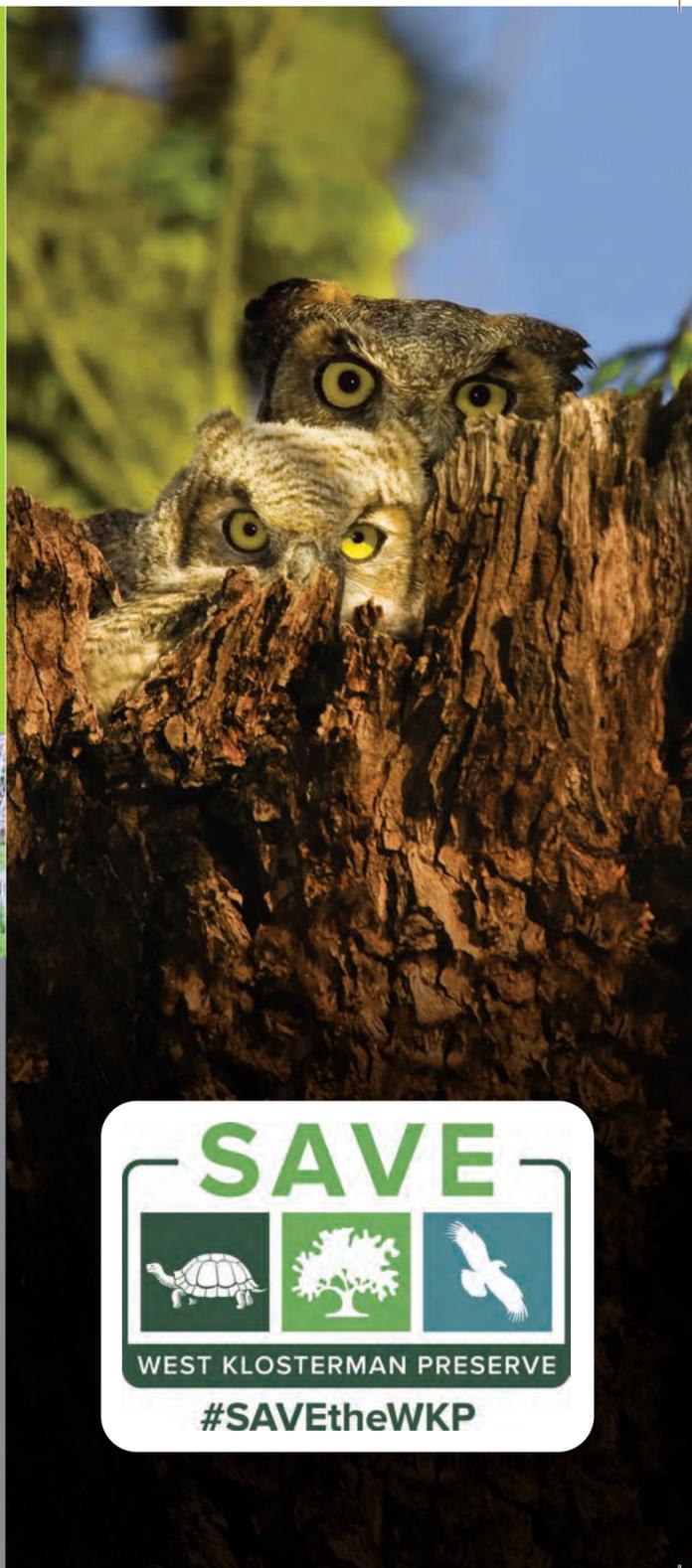
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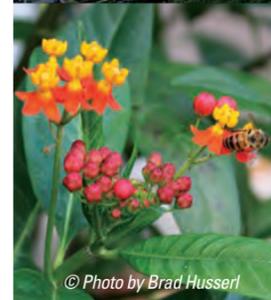


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# *City of Tarpon Springs, Florida*

324 East Pine Street  
Post Office Box 5004  
Tarpon Springs, Florida 34689-5004  
(727) 938-3711  
Fax: (727) 937-8199  
[www.ctsfl.us](http://www.ctsfl.us)

**January 5, 2022**

**To: Mayor, Vice-Mayor and Commissioners**

**From: Mark G. LeCouris, City Manager**

**Subject: Moratorium on Apartments**

Vice Mayor Karr has requested that the Board of Commissioners discuss the possibility of an apartment moratorium and give direction to staff regarding bringing forward an ordinance for the Board's consideration at a future meeting.

# **NORTH LAKE TRAIL PRELIMINARY PLANNED DEVELOPMENT #21-134**

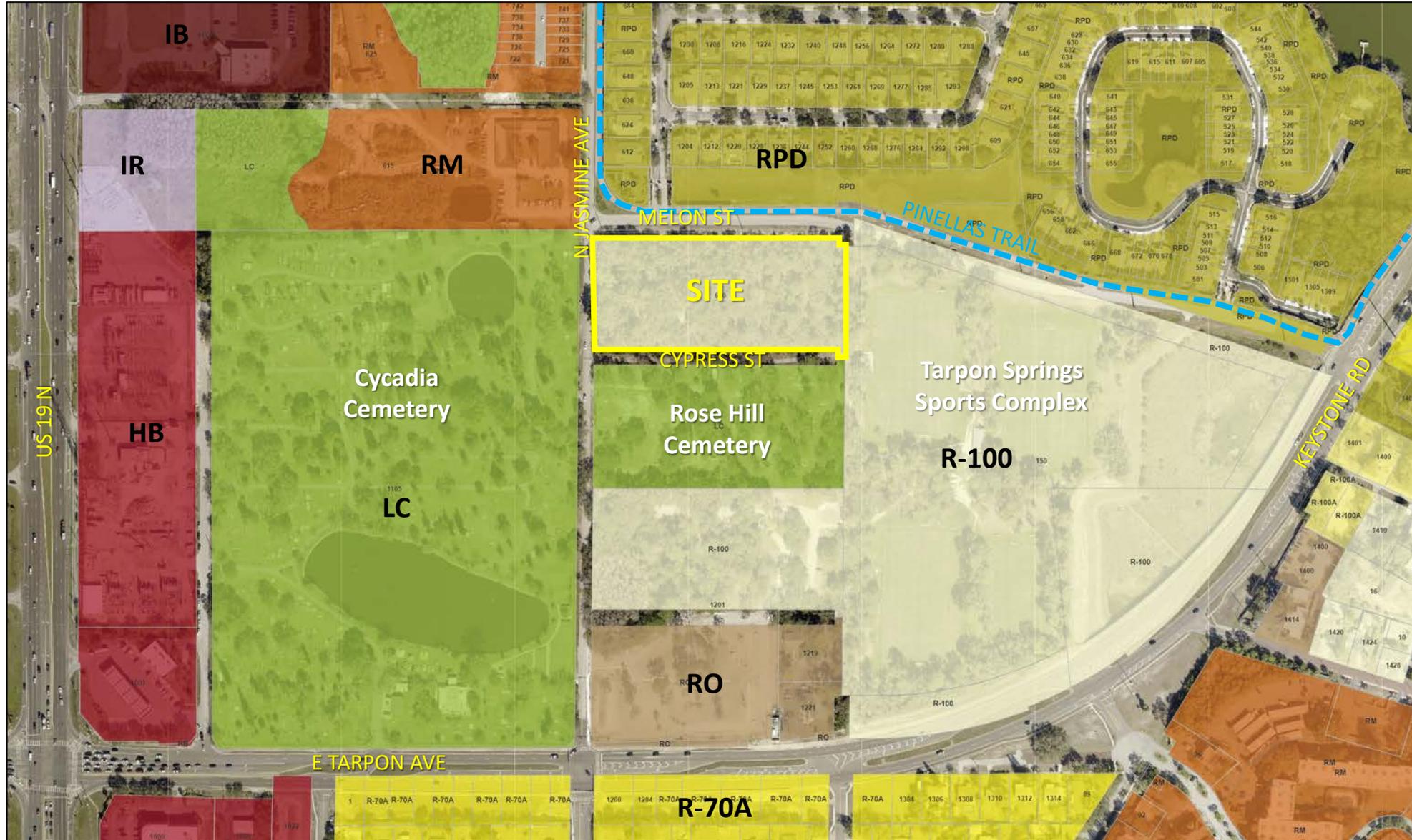
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Planning & Zoning Board – December 13, 2021

Board of Commissioners – January 11, 2022 & January 25, 2022



# LOCATION & CONTEXT







# REVIEW CRITERIA – WAIVERS (LDC SECTION 83.00)

- 1) Superior Alternative.** *Where the development or modification will provide an alternative which will achieve the purposes of the requirement through clearly superior design, efficiency, or performance.*
- 2) Protection of Significant Features.** *Where the waiver or modification is necessary to preserve or enhance significant existing environmental or cultural features, such as trees, scenic areas, historic sites, or public facilities related to the development site.*
- 3) Deprivation of Reasonable Use.** *Where the strict application of the requirement would effectively deprive the owner all reasonable use of the land, due to its unusual size, shape, topography, natural conditions, or location provided.*
- 4) Technical Impracticality.** *Where strict application of the requirement would be technically impractical in terms of engineering, design, or construction practices which will be realized.*
- 5) No Relationship to the Development or Its Impacts.** *Where all or any part of the requirement has no relationship to the development, or to the impact of the development on the public facilities, land use, traffic, or environmental of the neighborhood and the general community, due to the location, scale, or type of development involved.*

# WAIVERS – LOT DIMENSIONS & SETBACKS

- LDC Section 78.01(E)(2) – RPD – Single-Family, Detached Dimensional Regulations
- Request

	RPD Standard	Proposed Standard	Complies
Min. Lot Area	10,000 sqft	5,200 sqft	Waiver Requested
Min. Lot Width	75 ft	40 ft	Waiver Requested
Min. Lot Depth	n/a	125 ft	✓
Max. Height	35 ft	35 ft	✓
Front Yard	25 ft	20 ft	Waiver Requested
Side Yard	Min. 10 ft, Total 25 ft	5 ft	Waiver Requested
Side Street	15 ft	10 ft	Waiver Requested
Rear Yard	30 ft	10 ft	Waiver Requested

- **Superior Alternative**
  - Smaller lot sizes provide more affordable homesites that are comparable to those found in the adjacent planned development to the north (North Lake of Tarpon Springs).

# WAIVERS – MELON STREET SIDEWALK

- **LDC Section 132.00(A) - Sidewalks**
  - Requires sidewalks to be constructed along abutting street frontages as a part of the development
- **Request –**
  - Waive the requirement to construct sidewalks along Melon Street frontage.
  - **Technical Impracticality**
    - Existing drainage ditch along Melon Street Frontage
  - Pedestrian Crossing – Pinellas Trail



# REVIEW CRITERIA – PRELIMINARY PLANNED DEVELOPMENT

- 1) Consistent with the Comprehensive Plan.** *The Planned Development shall be found consistent with the goals, objectives, and policies of the Comprehensive Plan in effect at the time of the review.*
- 2) Physical Character of the Site.** *Planned Development District sites shall be suitable in location, area, and character for the uses and structures proposed.*
- 3) Land Use Compatibility.** *Planned Development Districts shall establish a gradual transition of intensities between varying land uses and protect against the potential for the development of incompatible land uses. Nonresidential uses shall be designed to protect residential areas from encroachment.*
- 4) Adequacy of Public Facilities.** *Planned Development Districts shall be so located that the existing public facilities are maximized to serve the uses proposed.*
- 5) Relation to Major Transportation Facilities.** *Planned Development Districts shall be located with respect to thoroughfare streets identified on the applicable Comprehensive Plan and mass transit facilities. The design shall not create excessive traffic on minor streets in residential neighborhoods outside the District.*
- 6) Environmental Design.** *The Planned Development shall be designed to take advantage of the natural features and topography of the site, preserve natural resources, and protect archeological or historic sites.*

# PRELIMINARY STAFF RECOMMENDATION

- **#21-134 – Rezoning & Preliminary Planned Development**

- **Approval** of Ordinance 2021-26 including the following waiver requests:

- A waiver of Section 78.01(E)(2) to allow for alternative lot areas, widths, and setbacks.
- A waiver of Section 132.00(A) to waive the requirement to construct a sidewalk along the Melon Street frontage.

- **Recommended Conditions:**

1. Approval of the Preliminary Planned Development shall be contingent on the vacation of Cypress Street (Application #21-155).
2. A pedestrian crossing shall be provided on Melon Street providing access to the Pinellas Trail on the northside of Melon Street. The design and location of the crossing shall be determined with the Final Planned Development application.
3. A Level 1 Cultural Resource Assessment Survey (CRAS) shall be submitted with the Final Development Plan.
4. The developer will be responsible for addressing the provision of Public Art pursuant to Article XVII of the LDC as part of an application for Final Planned Development.
5. The Final Planned Development application shall be submitted within one year of the date of the Preliminary Planned Development approval.
6. The City shall be granted an access via the development's internal street that dead ends into the Tarpon Springs Sports Complex for the purpose of park maintenance only. The access shall not be utilized by the general public. Design of the maintenance access shall be determined with the Final Planned Development application.

# PLANNING & ZONING BOARD RECOMMENDATION

- **#21-134 – Rezoning & Preliminary Planned Development**
  - The Planning & Zoning Board held a public hearing on this application on December 13, 2021 and received public comment. With a 3-1 vote, the Board recommended approval of Ordinance 2021-26, including the two waiver requests.
  - The Board’s recommendation included staff’s recommended conditions #1 - #5\*.

*\*Staff recommended condition #6 was added after the Planning and Zoning Board hearing.*



**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS**  
**[December 13, 2021 / January 11, 2022 / January 25, 2022]**

**STAFF REPORT**

**Application No. / Project Title:** #21-134 (North Lake Trail)  
**Staff:** Allie Keen, AICP, Senior Planner  
**Applicant / Owner:** Pioneer Developers of America / North Lake Trail, LLC  
**Property Size:** ~~4.69 acres~~ 4.47 acres  
**Current Zoning:** R-100 (Single Family Residential)  
**Proposed Zoning:** RPD (Residential Planned Development)  
**Current Land Use:** RL (Residential Low)  
**Proposed Land Use:** RL (Residential Low)  
**Location / Parcel ID:** 1215 Cypress Street / 12-27-15-89982-116-0300

*Following the Planning and Zoning Board meeting, the applicant received clarity from the adjacent property owner to the south on the proposed Cypress Street right-of-way acquisition. The information that is underlined and in red reflects new information since the Planning and Zoning Board hearing.*

**SUMMARY OF REQUEST:**

The applicant is seeking approval of a preliminary planned development to build an 18-lot, single-family residential development. The property is located at the southeast corner of N. Jasmine Avenue and Melon Street. The proposed lots range from ~~5,400 to 7,500~~ 5,200 to 7,150 square feet in area and between 40 and 55 feet in width. All utilities and infrastructure, including the internal roads, are proposed to be dedicated to the public, with the exception of the private lift station. The development includes the construction of a drainage pond along the Jasmine Avenue frontage to accommodate all onsite drainage. The applicant is seeking two waivers as a part of this proposal to (1) allow for alternative lot dimensions and setbacks and (2) to waive the requirement to construct a sidewalk along the Melon Street frontage.

The project site is located adjacent to the Cycadia Cemetery to the west, Rose Hill Cemetery to the south, the Sports Complex to the east, and an existing residential planned development (North Lake of Tarpon Springs) to the north. The proposed development is compatible with the surrounding uses and similar in intensity to the existing North Lake of Tarpon Springs neighborhood.

Subsequently, the applicant is also seeking to vacate Cypress Street, which runs along the southern property line (Application #21-155). Typically, when right-of-way is vacated it is split between the adjoining property owners. ~~The applicant intends to acquire the entire 35-foot right-of-way, however they have submitted an alternative lot layout in the event only half of the right-of-way is acquired. The alternative lot layout results in reducing the lot depth for Lots 12-18 along the south property line to approximately 126 feet and reducing the lot width for Lot 1 to 45 feet and Lot 6 to 47.5 feet. The lots would range between 5,040—7,500 square feet in area. The alternative layout is provided in the agenda packet.~~ In 1983, the City vacated five feet of the southern half of Cypress Street and dedicated it to the Rose Hill Cemetery (Resolution #83-54). Upon approval of vacating the remainder of Cypress Street, the applicant will receive the north 20 feet and the Rose Hill Cemetery will receive the south 15 feet of the right-of-way.



**PRELIMINARY STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 2021-26 for the North Lake Trail preliminary planned development, including the following two waiver requests:

1. A waiver of Section 78.01(E)(2) to allow for alternative lot areas, widths, and setbacks.
2. A waiver of Section 132.00(A) to waive the requirement to construct sidewalks along the Melon Street frontage.

Staff recommends approval of the preliminary planned development subject to the following conditions:

1. Approval of the Preliminary Planned Development shall be contingent on the vacation of Cypress Street (Application #21-155).
2. A pedestrian crossing shall be provided on Melon Street providing access to the Pinellas Trail on the northside of Melon Street. The design and location of the crossing shall be determined with the Final Planned Development application.
3. A Level 1 Cultural Resource Assessment Survey (CRAS) shall be submitted with the Final Development Plan.
4. The developer will be responsible for addressing the provision of Public Art pursuant to Article XI of the Land Development Code as part of an application for Final Planned Development.
5. The Final Planned Development application and Subdivision Site Plan application shall be submitted within one year of the date of the Preliminary Planned Development approval.
6. The City shall be granted an access via the development’s internal street that dead ends into the Tarpon Springs Sports Complex for the purpose of park maintenance only. The access shall not be utilized by the general public. Design of the maintenance access shall be determined with the Final Planned Development application.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board, with four (4) members present, held a public hearing on this application at their regular meeting on December 13, 2021, and received public comment. With a 3 to 1 vote, the Board recommended approval of Ordinance 2021-26, including the two waiver requests. Additionally, the Board’s recommendation included the staff’s recommended conditions (#1 through #5) outlined above.

**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Single-Family Residential
<b>Site Features:</b>	A single-family home and trees.
<b>Vehicle Access:</b>	The development is proposed to gain access from Melon Street.

**SURROUNDING ZONING & LAND USE:**

	<b>Zoning:</b>	<b>Land Use:</b>
<b>North:</b>	RPD (Residential Planned Development) - North Lake of Tarpon Springs	RL (Residential Low)
<b>South:</b>	LC (Land Conservation) – Rose Hill Cemetery	I (Institutional)
<b>East:</b>	R-100 (Single Family Residential) – Tarpon Springs Sports Complex	R/OS (Recreation/ Open Space)
<b>West:</b>	LC (Land Conservation) – Cycadia Cemetery	I (Institutional)



**ZONING DISTRICT SUMMARY (EXISTING / PROPOSED):**

Dimensional Regulations	Current Zoning: R-100	Proposed Zoning: RPD (Single-Family, Detached Dwellings)	Proposed Project	Complies
Max. Density	RL: <del>23</del> <u>22</u> units	RL: <del>23</del> <u>22</u> units	18 units	✓
<b>Lot Standards:</b>				
Min. Lot Area	10,000 sqft	10,000 sqft	<del>5,400 – 7,500</del> <u>5,200 – 7,150</u> sqft	Waiver Requested
Min. Lot Width	75 ft	75 feet	40 – 65 ft	Waiver Requested
Min. Lot Depth	100 ft	n/a	125 – 135 ft	✓
Max. Height	35 ft	35 ft	35 ft	✓
<b>Setbacks:</b>				
Front Yard	25 ft	25 ft	20 ft	Waiver Requested
Side Yard	Min. 10 ft, total 25 ft	10 ft	5 ft	Waiver Requested
Side Street	15 ft	15 ft	10 ft	Waiver Requested
Rear Yard	30 ft	20 ft	10 ft	Waiver Requested
Min. Net Floor Area	1,200 sqft	1,200 sqft	1,200 sqft	✓

**REVIEW STANDARDS / STAFF ANALYSIS – PRELIMINARY PLANNED DEVELOPMENT:**

Section 79.00 of the Tarpon Springs Comprehensive Zoning and Land Development Code provides review criteria for Planned Developments. These standards, along with planning staff’s analysis are provided below:

- 1. Consistent with the Comprehensive Plan.** *The Planned Development shall be found consistent with the goals, objectives, and policies of the Comprehensive Plan in effect at the time of the review.*

*Staff Analysis:* The proposed RPD zoning designation is consistent with the intent and density/intensity standards of the current RL (Residential Low) Future Land Use Category. The proposed development has been determined to be generally consistent with the goals, objectives, and policies of the City’s Comprehensive Plan.

- 2. Physical Character of the Site.** *Planned Development District sites shall be suitable in location, area, and character for the uses and structures proposed.*

*Staff Analysis:* The project site is surrounded by existing residential developments similar to the proposed and the Cycadia and Rose Hill Cemeteries. The site is also immediately adjacent to the Tarpon Springs Sports Complex. The proposed residential development is suitable to this location and compatible with the surrounding uses. Further, the proposed density is lower than permitted by the site’s current land use designation and the reduced lot sizes are similar to those found in the existing residential planned development north of the project site.



3. **Land Use Compatibility.** *Planned Development Districts shall establish a gradual transition of intensities between varying land uses and protect against the potential for the development of incompatible land uses. Nonresidential uses shall be designed to protect residential areas from encroachment.*

*Staff Analysis:* The proposed development presents a gradual transition of intensities between the adjacent cemeteries, sports complex, and residential neighborhoods. The project is within the permitted density of the current Residential Low land use designation. The proposed planned development presents virtually no potential land use conflicts to current or future development of the area. It will provide an appropriate housing product and density for this general area.

4. **Adequacy of Public Facilities.** *Planned Development Districts shall be so located that the existing public facilities are maximized to serve the uses proposed.*

*Staff Analysis:* This property can be served by existing public facilities, including potable water, wastewater, solid waste, and reclaimed water. Drainage will be handled onsite. All utilities and infrastructure within the development are proposed to be dedicated to the public, except for a private lift station serving the proposed development. The lift station is required to be a private facility due to the proposed low number of lots (18). Development of the home sites will require payment of impact fees to cover the cost of facilities. Level of Service standards can be met for all facilities.

5. **Relation to Major Transportation Facilities.** *Planned Development Districts shall be located with respect to thoroughfare streets identified on the applicable Comprehensive Plan and mass transit facilities. The design shall not create excessive traffic on minor streets in residential neighborhoods outside the District.*

*Staff Analysis:* Traffic generated from the proposed project site will be minimal with only 18 lots. This property gains access from Melon Street which connects to Keystone Road. This immediate area is not served by public transit.

6. **Environmental Design.** *The Planned Development shall be designed to take advantage of the natural features and topography of the site, preserve natural resources, and protect archeological or historic sites.*

*Staff Analysis:* This property is not located in an environmentally sensitive area. However, this site is adjacent to the Rose Hill Cemetery to the south and there may be archeological resource sites in proximity. It is recommended a Level 1 Cultural Resource Assessment Survey (CRAS) be completed at the time of Final Planned Development.

#### **REVIEW STANDARDS / STAFF ANALYSIS – WAIVERS:**

Section 83.00 of the Tarpon Springs Comprehensive Zoning and Land Development Code provides standards for the waiver or modification by the Board of Commissioners of any design requirement of the Land Development Code. No waiver or modification may be granted unless one or more of the following circumstances exist:

- (1) **Superior Alternative.** *Where the development will provide an alternative which will achieve the purposes of the requirement through clearly superior design, efficiency, or performance.*
- (2) **Protection of Significant Features.** *Where the waiver or modification is necessary to preserve or enhance significant existing environmental or cultural features, such as trees, scenic areas, historic sites, or public facilities related to the development site.*
- (3) **Deprivation of Reasonable Use.** *Where the strict application of the requirement would effectively deprive the owner of all reasonable use of the land, due to its unusual size, shape, topography, natural conditions, or location provided.*
- (4) **Technical Impracticality.** *Where strict application of the requirement would be technically impractical in terms of engineering, design, or construction practices which will be realized.*
- (5) **No Relationship to the Development or Its Impacts.** *Where all or any part of the requirement has no relationship to the development, or to the impact of the development on the public facilities, land use,*



*traffic, or environment of the neighborhood and the general community, due to the location, scale, or type of development involved.*

The applicant has requested two waivers. Each waiver request, along with planning staff's analysis, are provided below:

**1. LDC Section 78.01(E)(2) – Single-Family, Detached Dwellings Dimensional Regulations**

The Land Development Code establishes for the RPD District minimum lot area, lot width, and setbacks for single-family, detached dwellings. The applicant has requested a waiver from this section to provide for smaller lot sizes that address the need for more affordable single-family homes within the City. The applicant has cited superior alternative as justification for this waiver.

*Staff Analysis:* Staff is in support of this waiver request as it facilitates a residential development offering smaller lot sizes that still allow for adequate building sites. Further, the proposed lot dimensions are comparable to the residential planned development to the north of the site (North Lake of Tarpon Springs).

**2. LDC Section 132.00(A) – Sidewalks**

The Land Development Code requires that sidewalks be constructed along all abutting street frontages as a part of the development. The applicant has requested a waiver to the requirement to install a sidewalk along the Melon Street frontage due to an existing drainage ditch along the street frontage. The applicant has cited technical impracticality as justification.

*Staff Analysis:* Staff is in support of this waiver request due to the existing drainage facility along Melon Street. The drainage ditch presents a technical impracticality in installing a sidewalk along this frontage. The Pinellas Trail is located on the northside of Melon Street and provides an alternative east/west pedestrian facility for the proposed development. A safe pedestrian crossing on Melon Street from the proposed development to the Pinellas Trail should be considered.

**TECHNICAL REVIEW COMMITTEE:**

TRC reviewed this project on October 14, 2021, for completeness and conformance with the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing. All technical comments from the TRC have been address and 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 written responses to these notices.*

[Public comment was heard at the Planning and Zoning Board hearing. These comments included concerns about the impacts to gopher tortoises on site, clear-cutting the existing trees for the development, a request for traffic calming measures along Melon Street in response to the increasing traffic volume over the last few years, and the location of the construction entrance and exit to the development.](#)

**ATTACHMENTS:**

1. Preliminary Planned Development Plan Set
2. Survey
3. Waiver Requests
4. Letter Requesting Cypress Street Vacation



**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING DEPARTMENT**

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5. Endangered Species Report
6. Certificate of Concurrence
- ~~7. Alternative Lot Layout~~
8. Draft Ordinance 2021-26

# PRELIMINARY PLANS FOR NORTH LAKE TRAIL

PARCEL ID'S: 12-27-15-89982-116-0300  
PINELLAS COUNTY, FLORIDA

## PREPARED FOR

GGR North Lake Trail, LLC  
46 W. Lemon St.  
Tarpon Springs, FL 34689  
727-938-1561

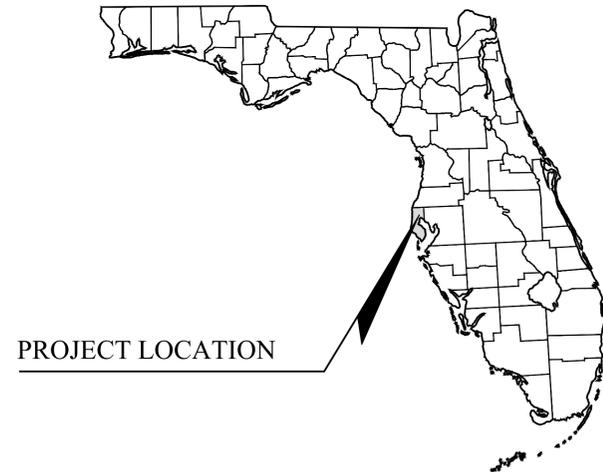
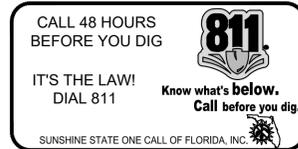
### PROJECT TEAM

OWNER/APPLICANT: GGR NORTH LAKE TRAIL, LLC  
46 W. LEMON ST.  
TARPON SPRINGS, FL 34689  
727-938-1561  
gpstamas@pioneerhomes.us

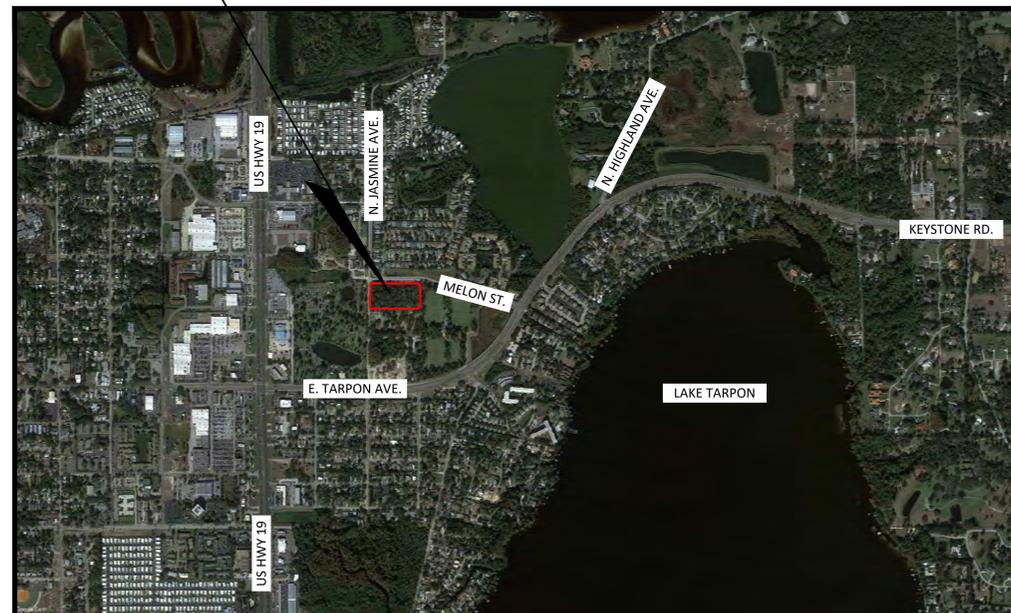
SURVEYOR (FIELD): PRECISION SLUVEYING & MAPPING, INC  
7710 MASSACHUSETTS, AVE.  
NEW PORT RICHEY, FL 34653  
727-841-8414  
jmm@psmfla.com

CIVIL ENGINEER: WRA, LLC.  
4260 WEST LINEBAUGH AVE.  
TAMPA, FL 33624  
813-265-3130  
PERMITTING@wraengineering.com

DRAINAGE FACILITIES NOTE:  
DRAINAGE PLANS ARE BASED ON EXISTING FIELD  
CONDITIONS OF THE ABUTTING PROPERTIES.



PROJECT  
LOCATION



VICINITY MAP

## PREPARED BY



Engineering ~ Environmental  
Water Resource ~ Survey

4260 W. Linebaugh Ave. 7978 Cooper Creek Blvd.  
Tampa, Florida 33624 University Park, Florida 34201

www.wraengineering.com  
CA 00007652 LB 8274  
Phone: 813.265.3130 941.275.9721

### ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE DESIGN OF THIS PROJECT, AS PREPARED UNDER MY PERSONAL DIRECTION AND CONTROL, COMPLIES WITH ALL APPLICABLE STANDARDS, INCLUDING THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO 334.044(10)(a) AND 336.045, FLORIDA STATUTE.

## SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
P-000	COVER SHEET
P-001	PRELIMINARY SITE PLAN
P-002	TREE REMOVAL PLAN
P-003	DRAINAGE PLAN
P-004	UTILITY PLAN

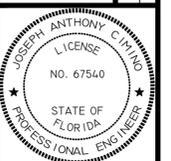
REVISIONS

Engineering ~ Environmental  
Water Resource ~ Survey  
7978 Cooper Creek Blvd.  
University Park, Florida 34201  
www.wraengineering.com  
CA 00007652 LB 8274  
Phone: 813.265.3130 941.275.9721



COVER SHEET

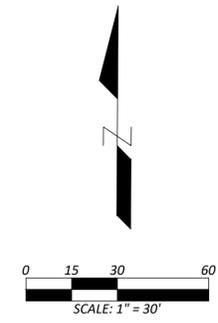
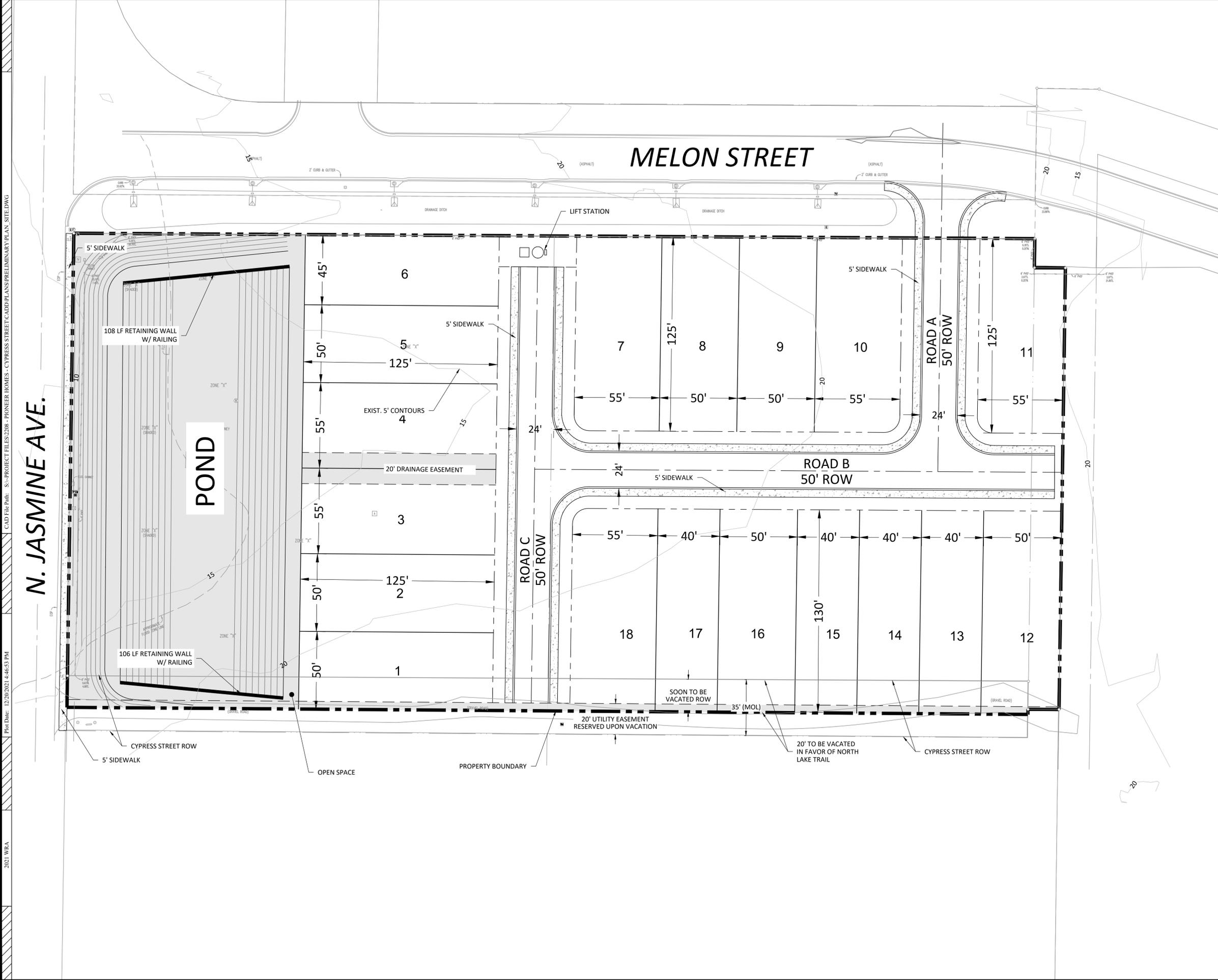
NORTH LAKE TRAIL



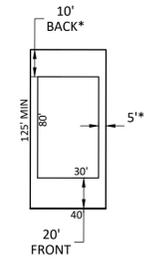
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Plot Date: 12/20/2021 4:46:37 PM  
2021 WRA



- SITE NOTES:**
1. PARCEL ACREAGE: 4.18 ac.  
VACATED ROW ACREAGE: 0.29 ac.  
TOTAL ACREAGE: 4.47 ac.
  2. UPLAND ACREAGE: 4.47 ac.
  3. PARCEL NO: 12-27-15-89982-116-0300
  4. LOT DIMENSIONS:  
40' x 130' - 4  
45' x 125' - 1  
50' x 125' - 5  
50' x 130' - 2  
55' x 125' - 5  
55' x 130' - 1  
TOTAL = 18 LOTS  
PROPOSED 4.02 UPA
  5. ZONING:  
EXISTING R-100  
PROPOSED RPD
  6. FUTURE LAND USE: RL - RESIDENTIAL LOW
  7. BUILDING HEIGHT: MAX. 35 FT.
  8. OPEN SPACE ACREAGE WITH VACATED ROW: 1.15 ac.  
1.15 ac./4.47 ac. = 26%
  9. MINIMUM SETBACKS - 20' FRONT/5' SIDE/10' REAR
  10. ALL PROPOSED UTILITIES AND INFRASTRUCTURE, ROADS, SANITARY COLLECTION SYSTEM, POTABLE WATER AND RECLAIMED WATER WITHIN THE PROJECT WILL BE PUBLIC. THE SANITARY LIFT STATION WILL BE MAINTAINED PRIVATELY.
  11. EXTENSION OF UTILITIES WILL BE WITHIN THE RESPONSIBILITY OF THE CONTRACTOR.



**MINIMUM SINGLE FAMILY LOT LAYOUT**  
18 UNITS (115' x 40')  
\*10' SETBACK FOR DOUBLE FRONT LOTS

- LANDSCAPING DETAILS:**
1. LANDSCAPING WILL BE TO ACCORDANCE TO THE CITY OF TARPON SPRINGS LAND DEVELOPMENT CODE.
  2. TREE PROTECTION TO ANY TREES CLOSE TO THE CONSTRUCTION AREA WILL BE PROVIDED AND COMPLY WITH SECTION 133.07 OF THE CITY OF TARPON SPRINGS LDC.

PROPOSED TREE PLANTINGS	
COMMON AREAS	67
WITHIN 18 LOTS	36
<b>TOTAL</b>	<b>103</b>

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**N. JASMINE AVE.**

REVISIONS

**Engineering ~ Environmental  
Water Resource ~ Survey**

4260 W. Linebaugh Ave.  
 Tampa, Florida 33624  
 www.wraengineering.com  
 CA 0007652 118 8274  
 Phone: 813.265.3130 941.275.9721

**PRELIMINARY SITE PLAN**

**NORTH LAKE TRAIL**

ISSUED FOR: PERMITTING  
JOB #: 2208 SEC: 07 TOWN: 27S RANG: 16E DESIGNED: JIT DRAWN: JIT APPROVED: JAC

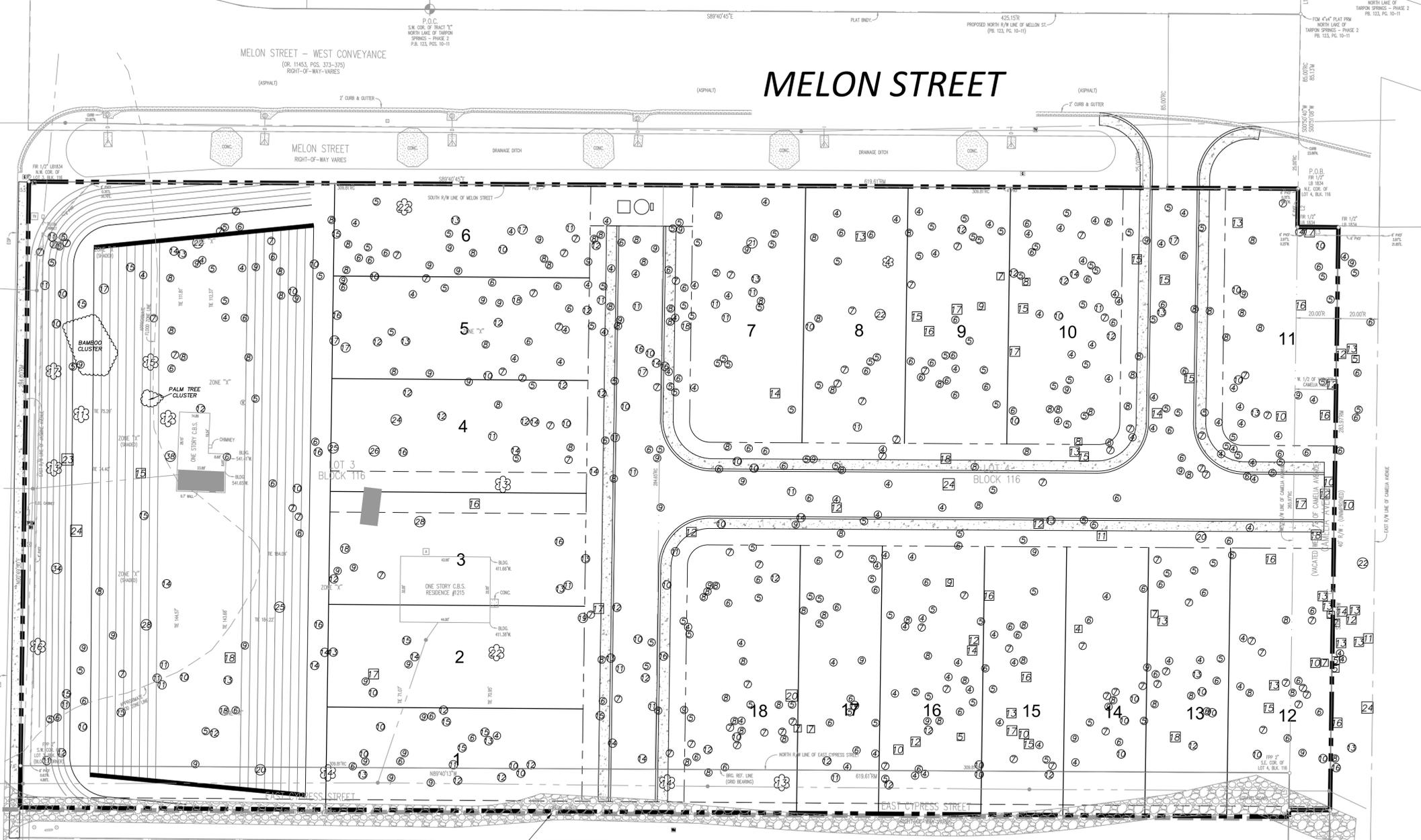
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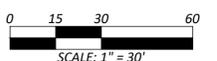
N. JASMINE AVE.

NORTH LAKE OF TARPON SPRINGS - PHASE 2  
PB. 123, PGS. 10-11

MELON STREET



Type	Diameter	# On Site	# Removed
OAK TREE	4"	90	90
	5"	119	119
	6"	97	97
	7"	82	82
	8"	83	83
	9"	51	51
	10"	39	39
	11"	25	25
	12"	30	30
	13"	16	16
	14"	15	15
	15"	11	11
	16"	9	9
	17"	6	6
	18"	7	7
	19"	1	1
	20"	2	2
	21"	1	1
	22"	3	3
	25"	2	2
	26"	1	1
28"	1	1	
34"	1	1	
PINE TREE	5"	5	5
	7"	5	5
	10"	6	6
	11"	2	2
	12"	9	9
	13"	12	12
	14"	4	4
	15"	9	9
16"	8	8	
17"	15	15	
18"	4	4	
24"	3	3	
PALM TREE	4"	1	1
	11"	1	1
	12"	1	1
	13"	3	3
	14"	2	2
	15"	1	1
16"	1	1	
17"	1	1	
22"	2	2	
<b>Total</b>		<b>787</b>	<b>787</b>



REVISIONS

Engineering ~ Environmental  
Water Resource ~ Survey  
7978 Cooper Creek Blvd.  
University Park, Florida 34201  
CA 00007652 LB 8274  
www.wrsengineering.com  
Phone: 813.265.3130 941.275.9771



TREE REMOVAL PLAN

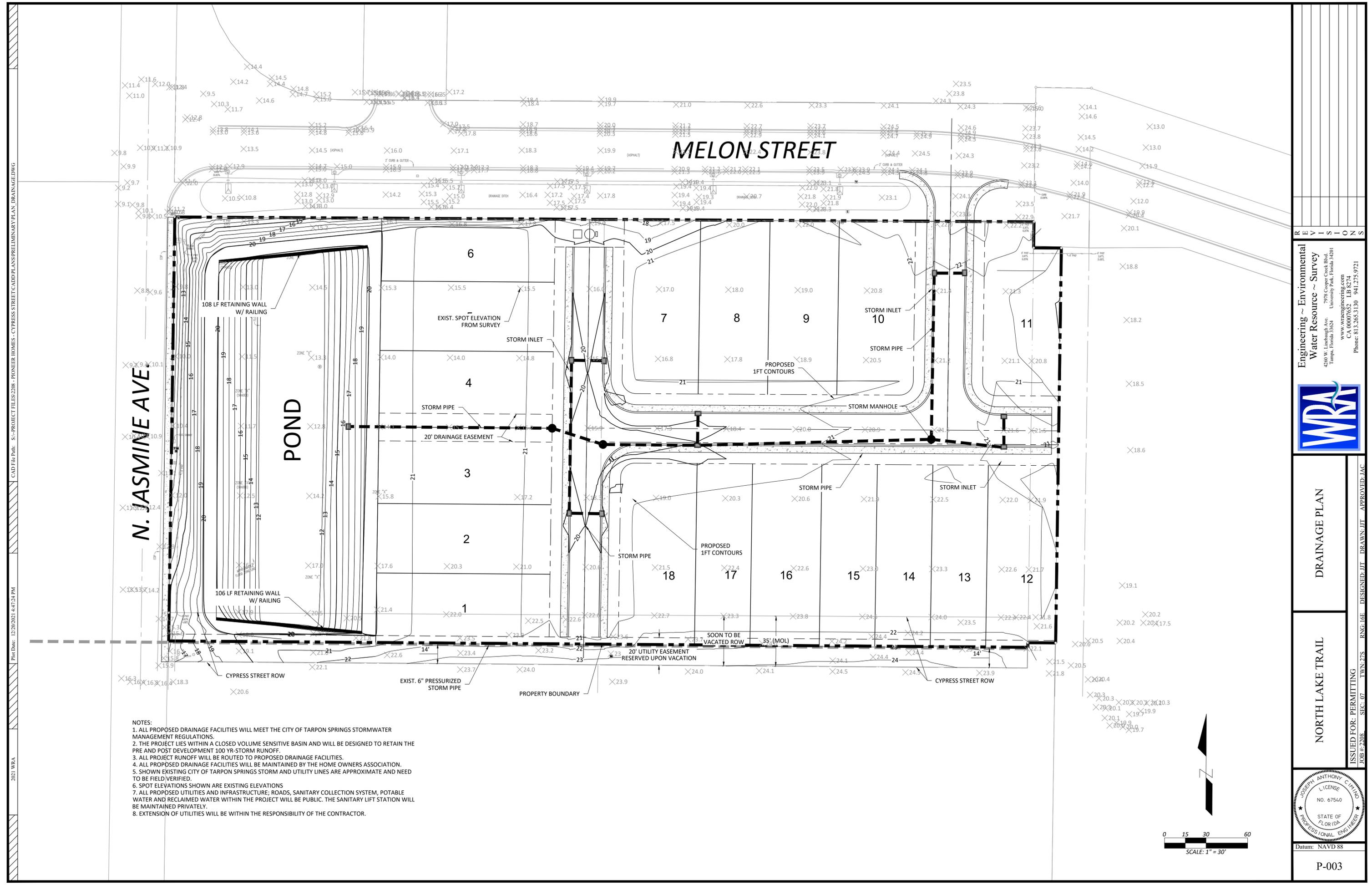
NORTH LAKE TRAIL

ISSUED FOR: PERMITTING  
JOB #: 2208  
SEC: 07  
TWN: 27S  
RNG: 16E  
DRAWN: JIT  
APPROVED: JAC



Datum: NAVD 88

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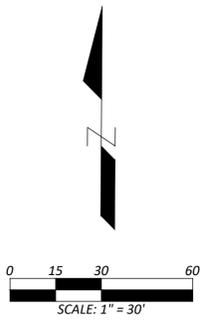


N. JASMINE AVE

MELON STREET

POND

- NOTES:
1. ALL PROPOSED DRAINAGE FACILITIES WILL MEET THE CITY OF TARPON SPRINGS STORMWATER MANAGEMENT REGULATIONS.
  2. THE PROJECT LIES WITHIN A CLOSED VOLUME SENSITIVE BASIN AND WILL BE DESIGNED TO RETAIN THE PRE AND POST DEVELOPMENT 100 YR-STORM RUNOFF.
  3. ALL PROJECT RUNOFF WILL BE ROUTED TO PROPOSED DRAINAGE FACILITIES.
  4. ALL PROPOSED DRAINAGE FACILITIES WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
  5. SHOWN EXISTING CITY OF TARPON SPRINGS STORM AND UTILITY LINES ARE APPROXIMATE AND NEED TO BE FIELD VERIFIED.
  6. SPOT ELEVATIONS SHOWN ARE EXISTING ELEVATIONS
  7. ALL PROPOSED UTILITIES AND INFRASTRUCTURE; ROADS, SANITARY COLLECTION SYSTEM, POTABLE WATER AND RECLAIMED WATER WITHIN THE PROJECT WILL BE PUBLIC. THE SANITARY LIFT STATION WILL BE MAINTAINED PRIVATELY.
  8. EXTENSION OF UTILITIES WILL BE WITHIN THE RESPONSIBILITY OF THE CONTRACTOR.



REVISIONS

Engineering ~ Environmental  
 Water Resource ~ Survey

4260 W. Linebaugh Ave.  
 Tampa, Florida 33624  
 www.wraengineering.com  
 CA 0007652 LIB 8274  
 Phone: 813.265.3130 941.275.9721



DRAINAGE PLAN

NORTH LAKE TRAIL

ISSUED FOR: PERMITTING  
 JOB #: 2208 SEC: 07  
 TWN: 27S  
 RANG: 16E  
 DESIGNED: JIT DRAWN: JIT APPROVED: JAC

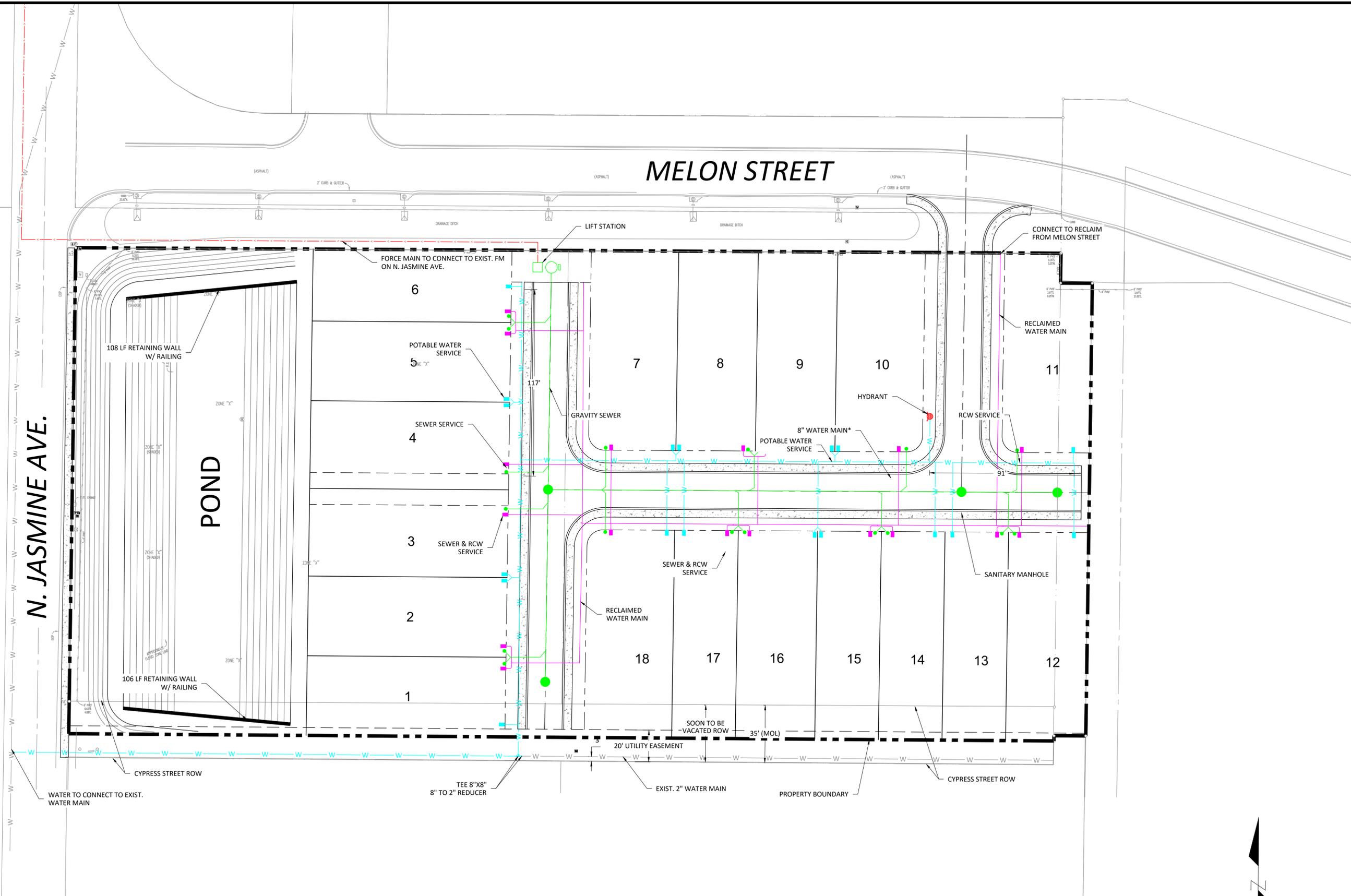


Datum: NAVD 88

P-003

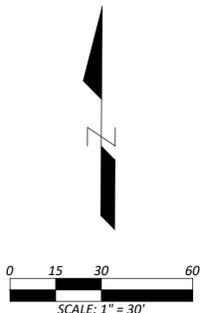
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 Plot Date: 12/20/2021 4:47:24 PM  
 2021 WRA

2021 WRA  
 Plot Date: 12/20/2021 4:47:33 PM  
 CAD File Path: S:\PROJECT FILES\2208 - PIONEER HOMES - CYPRESS STREET\CADD\PLANS\PRELIMINARY\PLAN - UTILITY.DWG



**ESTIMATED FLOWS:**  
 WATER - 6,300 gpd  
 WASTEWATER - 5,985 gpd  
 RECLAIMED - 11,000 gpd

**NOTE:**  
 1. WATER MAIN IS PROPOSED AS 8" BUT TESTING AND MODELING WILL BE PERFORMED TO ENSURE THE PROPER SIZE OF WATER MAIN TO ACHIEVE THE REQUIRED FIRE FLOWS.  
 2. A UTILITY EASEMENT OVER THE EXISTING CITY OF TARPON SPRINGS UTILITIES IN THE CYPRESS STREET ROW WILL BE CONVEYED TO THE CITY AT PLATTING  
 3. SHOWN EXISTING CITY OF TARPON SPRINGS STORM AND UTILITY LINES ARE APPROXIMATE AND WOULD TO BE FIELD VERIFIED.  
 4. ALL PROPOSED UTILITIES AND INFRASTRUCTURE; ROADS, SANITARY COLLECTION SYSTEM, POTABLE WATER AND RECLAIMED WATER WITHIN THE PROJECT WILL BE PUBLIC. THE SANITARY LIFT STATION WILL BE MAINTAINED PRIVATELY.  
 5. EXTENSION OF UTILITIES WILL BE WITHIN THE RESPONSIBILITY OF THE CONTRACTOR.



<b>UTILITY PLAN</b>	<b>REVISIONS</b>
	Engineering ~ Environmental <b>Water Resource ~ Survey</b> 4260 W. Linebaugh Ave. Tampa, Florida 33624 www.wraengineering.com CA 0007652 - LB 8274 Phone: 813.265.3130 941.275.9721
<b>NORTH LAKE TRAIL</b>	ISSUED FOR: PERMITTING JOB #: 2208 SEC: 07 TOWN: 27S RING: 16E DESIGNED: JIT DRAWN: JIT APPROVED: JAC
	Datum: NAVD 88
<b>P-004</b>	





December 1, 2021

Waiver Requests (Revised)  
North Lake Trail - Preliminary Plan

Waiver to RPD Single Family – Lot Dimension Regulations

We hereby request a waiver from the RPD Single Family Detached Lot Dimensional Regulations to allow for a superior alternative lot size for RPD Single Family Detached to allow for lot sizes that address the need for more affordable single family homes in the City of Tarpon Springs.

Sidewalk Waiver

We hereby request a waiver to the requirement to install a sidewalk along Melon Street due to the technical impracticality of the installation. There is an existing drainage ditch with concrete baffles that would prevent the installation of the sidewalk.



September 30, 2021

To whom it may concern:

Along with the approval of the Preliminary Plan for North Lake Trail we hereby request approval to vacate Cypress Street at the platting of the subdivision.

Sincerely,

George P. Stamas  
Secretary/Treasurer  
North Lake Trail, LLC



9/24/2021

Pioneer Homes  
c/o George Stamas  
46 W. Lemon St,  
Tarpon Springs, FL 346989

**Subject: Cypress Street (Project)  
Listed Species Survey and Results**

Dear Mr. Stamas:

The purpose of this letter is to summarize the findings of the Water Resource Associate's, LLC (WRA) listed species assessment for the **Cypress Street (Project)**. A qualified Environmental Scientist performed a desktop analysis using relevant wildlife databases and resources. On August 24, WRA performed an assessment to survey for the presence of listed wildlife species and ground-truth all associated habitats within the Project.

**Executive Summary:**

WRA Environmental Scientists performed a database review and a site inspection on August 26th. No potentially occupied gopher tortoise burrows were identified during the field review. Gopher tortoise permitting through the FWC and relocation will not be required prior to site development. We also recommend updated pre-construction species-specific surveys for the bald eagle, the southeastern American kestrel and nesting wading birds (including the Florida sandhill crane) in the onsite wetlands. If these surveys verify absence of listed species nesting or appropriate construction impact avoidance, no further action with state or federal wildlife agencies are required.

**Existing Site Conditions:**

The 4.18-acre Project (Parcel ID: 12-27-15-89982-116-0300) is located in Pinellas County in Tarpon Springs, within Section 07, Township 27S, Range 16E. The Project is situated approximately 0.32 miles north of the US Highway 19/E. Tarpon Ave intersection (**Exhibits 1 and 2 – Regional and Aerial Location Map**). The Project is proposing a residential development on the site. The current, surrounding land uses include residential homes, parks, and cemeteries.

**Environmental Considerations**

**USDA/NRCS Soils**

A USDA Soils Survey Map of Pinellas County (**Exhibit 3 – USDA/NRCS Soils Map**) was reviewed during the desktop analysis. The soil types listed below in **bold** letters are those soils that are identified as “**hydric**”

by the USDA-NRCS for Pinellas County. The description of vegetative content is based on information from the soil survey with added information acquired from field review of the Project.

#### 4 – Astatula soils and Urban land (4.18 ac)

The soil unit is nearly level, gently sloping, and well drained. It can be found in uplands of the South Central Florida Ridge. The native vegetation consists of live oak (*Quercus virginiana*), slash pine (*Pinus elliottii*), sand pine (*Pinus clausa*), saw palmetto (*Serenoa repens*), catbriar (*Smilax spp.*), tickrefoil (*Desmodium spp.*), pineland threeawn (*Aristida stricta*), bluestem (*Andropogon sp.*), paspalum (*Paspalum sp.*), and panicum (*Panicum sp.*). In most years, the seasonal high-water table is below a depth of 60 inches.

#### **Vegetation and Community Types**

The land use categories reviewed on this Project area are based on the Florida Land Use, Cover and Forms Classification System (FLUCCS), Florida Department of Transportation (FDOT) Handbook (January 1999).

WRA's GIS Specialist used the SWFWMD 2011 Land Use Map as a baseline and WRA Environmental Scientists ground-truthed habitat types during the wildlife survey. The boundaries on the FLUCCS map are estimated acreages (**Exhibit 4 –FLUCCS Map**). Onsite fieldwork consisted of traversing a majority of each habitat type on the site by conducting meandering pedestrian transects throughout each community.

The FLUCCS code land uses identified within this Project's boundary include:

- 180 – Recreational

#### **Uplands**

##### 180 – Recreational (4.18 ac)

**FLUCCS Definition:** Recreational areas are those areas whose physical structure indicates that active user-oriented recreation is or could be occurring within the given physical area.

**Project Specific Assessment:** The project site is dominated by a canopy of live oak (*Quercus virginiana*) with a mixture of slash pine (*Pinus elliotti*) and sand pine (*Pinus clausa*). The groundcover is mostly open sand and leaf litter but also includes some low growing vines, such as greenbriers (*Smilax sp.*).

#### **Endangered/Threatened Species**

A WRA Environmental Scientist conducted a desktop review of available published information from federal and state online database. Data collection included the following sources:

- FNAI species tracker;
- USFWS Listed Species Tracker for Pasco County,
- SWFWMD FLUCCS,
- USDA NRCS Web Soil Survey, and
- Florida Fish and Wildlife Conservation Commission (FWC) Bald Eagle and Water bird Colony databases
- Chapter 5B-40 of the Florida Administrative Code (FAC)

These sources were useful in identifying the occurrence or potential occurrence of wildlife species listed as Threatened (T), Endangered (E), or Species of Special Concern (SSC) as defined by USFWS and/or the FFWCC. In addition, the presence of designated critical habitat and/or vegetative communities and land uses with the potential to support listed species was evaluated. Each species discussed below was evaluated concerning the potential and

extent of impact using the WRA terminology for the expected Level of Effect (**Table 1**). Additional resources, such as the FNAI Field Guides and Rare and Endangered Biota of Florida Series, were used to evaluate habitat and vegetative community requirements for those species potentially occurring within the proposed Project corridor (**Exhibit 5 - Regional Wildlife Map** and **Exhibit 6 – Potential Habitat Map**) (**Attachment 1 - General Wildlife Survey Methodology**).

**Table 1 – Species Determination of Effect Table**

Determination Name	Action Description
No effect	The proposed action will not affect a listed species or its habitat, typically due to a lack of suitable on-site habitat. No follow-up surveys for these species are recommended as necessary.
May affect, not likely to adversely affect (MANLAA)	The proposed action effects on listed species are expected to be discountable, insignificant, or completely beneficial. A pre-construction survey may be required to document species absence, to ensure minimization efforts are implemented (if present), or to permit the relocation of gopher tortoises through the FWC.
May affect	The appropriate conclusion when a proposed action may pose any effects on listed species or designated critical habitat. Further coordination with the state or federal agency may be required to mitigate the project’s effect on a listed species.
Jeopardy	The appropriate conclusion when a proposed action would be expected, directly or indirectly, to reduce appreciably the likelihood of both the survival and recovery of a listed species in the wild by reducing the reproduction, numbers, or distribution of that species.

On the August 26, 2021 habitat assessment, meandering pedestrian transects of at least 30% of each habitat type were conducted by WRA to determine the presence, or potential occurrence, of protected wildlife species (**Table 2 – Listed Species Occurrence in Pasco County, Florida**). The main species searched for on the property were the gopher tortoise (*Gopherus polyphemus*), Eastern indigo snake (*Drymarchon corais couperi*), Florida scrub jay (*Aphelocoma coerulescens*) and bald eagle (*Haliaeetus leucocephalus*), though all appropriate species were considered.

Eastern Indigo Snake

The Eastern indigo snake is listed by the USFWS as “Threatened”. This species is known to occupy a wide variety of habitats including pine flatwoods, hardwood forests and forested wetlands, as well as wet and dry prairies. Although this species seems to be strongly associated with upland/dry and well-drained soils, it also frequents streams and swamps. In drier communities where habitat use coincides, Eastern indigo snakes will occasionally use gopher tortoise burrows for shelter. No Eastern indigo snakes were observed during the WRA field assessments.

To determine the impact this permit might have on this species, a WRA ES used the Eastern Indigo Snake Programmatic Effect Determination Key. Use of the Key for the Eastern Indigo Snake resulted in the following sequential determination:

- A<sub>1</sub> - The project is not located in open water or salt marsh.
- B<sub>1</sub> - Permit will be conditioned for use of the Service’s *Standard Protection Measures for the Eastern Indigo Snake* during site preparation and protection construction.
- C<sub>1</sub> – There are Gopher tortoise burrows, holes, cavities, or other refugia where a snake could be buried or trapped and injured during project activities

- D<sub>1</sub> - The project will impact less than 25 acres of xeric habitat (scrub, sandhill, or scrubby flatwoods) or less than 25 active and inactive gopher tortoise burrows.
- E<sub>1</sub> - Any permit will be conditioned such that all gopher tortoise burrows, active or inactive, will be evacuated prior to site manipulation in the vicinity of the burrow. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Any permit will also be conditioned such that holes, cavities, and snake refugia other than Gopher tortoise burrows will be inspected each morning before planned site manipulation of a particular area, and, if occupied by an indigo snake, no work will commence until the snake has vacated the vicinity of the proposed work.

No gopher tortoise burrows were identified on the property prior to any onsite construction, the use of this key has resulted in a “**no effect**” determination for this species.

#### Gopher Tortoise

The gopher tortoise is listed as “Threatened” by FFWCC and listed as a candidate species by USFWS. The gopher tortoise occurs in sandhill (pine-turkey oak associations), sand pine scrub, xeric hammock, pine flatwoods, dry prairie, coastal grasslands and dunes and mixed hardwood pine communities. Their burrows are known to serve as refugia for many species, including some classified as protected (Eastern indigo snake and Florida pine snake (*Pituophis melanoleucus*)).

Based on the desktop data review (literature review and database search), potential gopher tortoise habitat was identified within the Project area. While conducting an approximate 30% survey of potential gopher tortoise habitat, no potentially occupied gopher tortoise burrows were observed onsite. (**See Exhibit 7**). We estimate that fewer than 10 burrows, if any, would be identified on a 100% survey based on this survey.

A 100% survey will be required before construction due to the presence of preferred habitat (residential, open land, and herbaceous) within the Project.

#### Bald Eagle

The bald eagle was delisted by USFWS and FFWCC in August 2007 as a result of positive recovery of the species. Although the bald eagle was delisted, it continues to be protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

The FFWCC database research of bald eagle nest location identified one documented active nest sites within a one (1) mile radius of the Project. Nest P1034 is the nearest documented eagle nest and is located 0.66 miles north of the Project site and was last active and surveyed in 2013.

Federal and state guidelines for the bald eagle require that certain activities may be conducted outside a 660-foot radius distance outward from a nest tree (USFWS 2007). Per the 2007 USFWS Bald Eagle Monitoring Guidelines, monitoring of the active nest is required if construction activities are to take place within the 660-foot radius during the nesting season (October 1 – May 15).

WRA scientists searched for bald eagle nests in the area, but no nests or individuals were identified. No evidence of Bald eagle nesting within 660 feet of the Project site was determined during desktop analysis. The proposed Project is determined to have “**No Effect**” on this species.

#### Wood Stork

The wood stork is classified as a threatened species by the FFWCC and USFWS. Research of databases containing information from other agencies identified no documented of active nest sites within a one (1) mile radius of the

Project. On the August 26 site visit no wood storks were observed however, the Project area is located within 6 core foraging areas:

- Alligator lake,
- Embassy – Shoppers Way,
- Greenbrooke,
- Heron Island,
- Northlakes – Sagebrush, and
- Sheldon Rd. – Citrus Park

If there are impacts made to any Suitable Foraging Habitat (SFH) (i.e., Freshwater marshes) the Wood Stork determination key will be considered. A review of the Wood Stork Key for South Florida Determination Key (USFWS, 2010) will result in the following sequential determination:

The project is located within the core foraging area (CFA) of 6 wood stork colonies (Alligator Lake, Embassy – Shoppers Way, Greenbrooke, Heron Island, Northlakes – Sagebrush, and Sheldon Rd. – Citrus Park) which are located approximately 11.7, 10.46, 5.62, 6.15, 14.88 and 10.67 miles from the Project, respectively. Based upon review of the Wood Stork Determination Key, the proposed project resulted in the following sequential determination: A (The project impacts Suitable Foraging Habitat (SFH) at a location greater than 0.76 km from a colony site) < B (The project impact to the SFH is greater in scope than 0.20 hectare (one-half acre) < C (Project impacts to SFH within the CFA of a colony site) E < (Project provides SFH compensation in accordance with the CWA section 404(b)(1) guidelines and is not contrary to the HMG; habitat compensation is within the appropriate CFA or within the service area of a Service-approved mitigation bank; and habitat compensation replaces foraging value, consisting of wetland enhancement or restoration matching the hydroperiod of the wetlands affected, and provides foraging value similar to, or higher than, that of impacted wetland. For projects with less than 5 acres of wetland impacts, an individual foraging prey base analysis is not necessary although type for type wetland compensation is still a requirement.)

With no wetlands on site, the project is determined to have “**No Effect**” on the wood stork.

#### Florida scrub jay

The Florida scrub-jay is listed as threatened by FFWCC and USFWS. The scrub-jay has specific habitat needs. It is endemic to peninsular Florida’s ancient dune ecosystems or scrubs, which occur on well-drained to excessively well-drained sandy soils. This relict oak-dominated scrub, or xeric oak scrub, is essential habitat to the scrub-jay.

This community type is adapted to nutrient-poor soils, periodic drought, and frequent fires. Xeric (dry) oak scrub on the Lake Wales Ridge is predominantly made up of four species of stunted, low-growing oaks: sand live oak, Chapman oak (*Q. chapmanii*), myrtle oak (*Quercus myrtifolia*), and scrub oak (*Quercus inopina*). In optimal habitat on the Lake Wales Ridge, these oaks are 3 to 10 feet high, interspersed with 10 to 50 percent un-vegetated, sandy openings, and a sand pine (*Pinus clausa*) canopy of less than 20 percent. Trees and dense herbaceous vegetation are rare. Other vegetation noted along with the oaks includes saw palmetto and scrub palmetto (*Sabal etonia*), as well as woody shrubs such as Florida rosemary (*Ceratiola ericoides*) and rusty lyonia (*Lyonia ferruginea*).

Scrub-jays occupy areas with less scrub oak cover and fewer openings in southwest Florida than is typical of xeric oak scrub habitat on the Lake Wales Ridge. Optimal scrub-jay habitat occurs as patches with the following attributes:

1. Ten to 50 percent of the oak scrub made up of bare sand or sparse herbaceous vegetation;
2. Greater than 50 percent of the shrub layer made up of scrub oaks;
3. A mosaic of oak scrubs that occur in optimal height (4 to 6 feet) and shorter;
4. Less than 15 percent canopy cover; and
5. Greater than 984 feet from a forest

The Project is located within the FFWCC Florida scrub jay Consultation Area. Based on the most recent statewide Florida scrub jay survey (1992-93), there were no individuals observed on or adjacent to the Project. The data layers provided by FFWCC also indicate no areas of suitable habitat for the species. Due to the lack of preferred habitat and no known occurrences within close proximity of the Project, the proposed Project is determined to have “**No Effect**” on this species.

#### Wading Birds

Listed wading birds protected under the federal and state ESA that were considered in this study include the reddish egret (*Egretta rufescens*), snowy egret (*Egretta caerulea*), little blue heron (*Egretta thula*), tricolored heron (*Egretta tricolor*), white ibis (*Eudocimus albus*), roseate spoonbill (*Platalea ajaja*) and wood stork. The closest active wading bird rookery is approximately 2.31 miles northwest of the Project site (Atlas number 611159). No wading birds or their nests were observed during the August 26 surveys.

There are no wetlands present anywhere on the project. The proposed project is determined to have “**No Effect**” on these species.

#### Florida Sandhill Crane

The Florida sandhill crane is listed as threatened by FFWCC. The Florida sandhill crane is commonly found in wet prairies, marshy lake regions, low-lying pastures (including improved pastures), and shallow water open areas. Nesting occurs in marshy depressional ponds vegetated by pickerelweed, arrowhead, fire flag, maidencane and other herbaceous vegetation. Nesting usually begins in January and may extend through August. In Central and Southwest Florida, the average egg-laying date is usually between February 22 and March 3 and incubation lasts for 29-31 days.

During the field review, no Florida sandhill cranes or their nests were observed and there is no preferred nesting habitat within the Project. It is anticipated that the Project will have “**No Effect**” on the Florida sandhill crane.

#### Listed Shorebirds

Listed shore birds protected under the federal and state ESA that were considered in this study include the least tern (*Sterna antillarum*), black skimmer (*Rynchops niger*), American oystercatcher (*Haematopus palliatus*), snowy plover (*Charadrius nivosus*), and piping plover (*Charadrius melodus*). None of the mentioned shorebirds were observed; however, several royal terns (*Thalasseus maximus*) were observed foraging in the reservoirs within the Project. No nests or nesting activities were observed. The Project should plan to resurvey prior to construction for the following conditions:

- Cleared sites such as areas that have undergone surface scraping may attract ground nesting species such as least terns or other imperiled beach-nesting birds (IBNB) during nesting season. IBNB nests have been documented on a variety of disturbed sites, including construction sites (FWC 2013). Least terns deposit their eggs in shallow depressions or scraped in the substrate, possibly lined with pebbles, grasses, or coquina shells (FWCC 2013). Egg laying usually begins in later April or early May and colonies may range in size from a few breeding pairs to many hundreds (FWC 2013). FWC staff recommends the following measures to avoid interference with breeding activities and to reduce potential for nesting during construction:
  - Schedule construction activities outside of the breeding season (generally April through August), if possible;
  - Clear the site only when ready to engage in continuous construction activities, and
  - Avoid leaving cleared areas with little or no activity for an extended amount of time.

Cypress Street  
Listed Species Survey Report  
Pioneer Homes  
WRA Job No. 2208

If nesting is observed, WRA recommends contacting FWC staff to discuss necessary nest buffers and potential permitting alternatives. For additional information, please refer to FWC's Breeding Bird Protocol for Florida's Seabirds and Shorebirds located at the following web address <https://public.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocolForFloridasSeabirdsAndShorebirds.pdf>.

#### Listed Plants

Chapter 5B-40 of the Florida Administrative Code (FAC) provides the state regulation regarding the preservation of native flora of Florida. Specifically, as outlined in this chapter, "the purpose of this rule chapter is to preserve Florida's endangered, threatened, and commercially exploited plants, and to encourage propagation of plant species through the Endangered and Threatened Native Flora Conservation Grants Program."

WRA staff used the FNAI species tracker to identify listed flora species known to occur in Pasco County, Florida (**Table 2**) and used the "Notes on Florida's Endangered and Threatened Plants" and Atlas of Florida Vascular Plants (<http://www.plantatlas.usf.edu>) as guides for identifying listed plants within the pedestrian survey. There were no listed plants identified during the survey.

#### **Conclusion**

WRA staff performed a database review and site inspection on August 26, 2021. The purpose was to evaluate general site conditions and environmental constraints that may influence site development. The following listed species were considered, either due to the Project's location in the USFWS Formal Consultation Area or due to the proximity of known habitat: Gopher tortoise, eastern indigo snake, bald eagle, Florida sandhill crane, wading birds, shorebirds, and wood stork. An updated gopher tortoise survey will be required approximately 90 days prior to construction and FWC permitting and relocation of any tortoises will be required.

Mr. Stamas, we look forward to continue working with you on this Project. Should you have any questions or require additional information, please contact me at our office 813.265.3130.

Sincerely,



Jessica DeCastro  
Environmental Scientist



Matthew P. Miller, P.W.S.  
Director of Environmental Services

#### **Attachments:**

- Exhibit 1 Regional Location Map
- Exhibit 2 Aerial Location Map
- Exhibit 3 USDA/NRCS Soils Map
- Exhibit 4 FLUCCS Map
- Exhibit 5 Regional Wildlife Map
- Exhibit 6 Potential Habitat Map
- Exhibit 7 Survey Map

Attachment 1 – WRA Wildlife Survey Methodology

Attachment 2 – Photo-log

**Table 2 - Listed Species Occurrence –Pinellas County, FL**

Scientific Name	Common Name	FWS Status (Federal)	FWC Status (State)
<b>Plants</b>			
<i>Acrostichum aureum</i>	Golden Leather Fern	N/A	T
<i>Adiantum tenerum</i>	Brittle Maidenhair Fern	N/A	E
<i>Bigelovia nuttallii</i>	Nuttall's rayless goldenrod	N/A	E
<i>Chamaesyce cumulicola</i>	Sand-dune Spurge	N/A	E
<i>Chrysopsis floridana</i>	Florida goldenaster	E	E
<i>Eragrostis pectinacea var. tracyi</i>	Sanibel Lovegrass	N/A	E
<i>Glandularia tampensis</i>	Tampa vervain	N/A	E
<i>Helianthus debilis ssp. vestitus</i>	Hairy Beach Sunflower	N/A	N
<i>Lantana depressa var. sanibelensis</i>	Gulf Coast Florida Lantana	N/A	E
<i>Lechea cernua</i>	Nodding Pinweed	N/A	T
<i>Lechea divaricata</i>	Pine Pinweed	N/A	E
<i>Najas filifolia</i>	Narrowleaf Naiad	N/A	T
<i>Pteroglossaspis ecristata</i>	Giant Orchid	N/A	T
<i>Schizaea pennula</i>	Ray Fern	N/A	E
<i>Zephyranthes simpsonii</i>	Redmargin Zephyrlily	N/A	T
<b>Amphibians</b>			
Scientific Name	Common Name	FWS Status (Federal)	FWC Status (State)
<i>Lithobates capito</i>	Gopher Frog	N/A	N
<b>Reptiles</b>			
Scientific Name	Common Name	FWS Status (Federal)	FWC Status (State)
<i>Alligator mississippiensis</i>	American Alligator	T(S/A)	T(S/A)
<i>Caretta caretta</i>	Loggerhead Sea Turtle	T	T
<i>Chelonia mydas</i>	Green Sea Turtle	T	T
<i>Dermochelys coriacea</i>	Leatherback Sea Turtle	E	E
<i>Drymarchon corais couperi</i>	Eastern Indigo Snake	T	T
<i>Gopherus polyphemus</i>	Gopher Tortoise	C	T
<i>Heterodon simus</i>	Southern Hognose Snake	N/A	N
<i>Lampropeltis extenuata</i>	Short-tailed Snake	N/A	ST
<i>Lampropeltis floridana</i>	Florida Kingsnake	N/A	N
<i>Lampropeltis getula</i>	Common Kingsnake	N/A	N
<i>Lepidochelys kempii</i>	Kemp's Ridley Sea Turtle	E	E
<i>Plestiodon egregius pop. 1</i>	Mole Skink, Egmont Key pop.	N/A	N
<i>Pseudemys concinna suwanniensis</i>	Suwannee Cooter	N/A	N
<i>Pituophis melanoleucus</i>	Pine Snake	E	E
<b>Birds</b>			
<i>Antigone canadensis pratensis</i>	Florida Sandhill Crane	N/A	T
<i>Aphelocoma coerulescens</i>	Florida Scrub-Jay	T	T
<i>Aramus guarana</i>	Limpkin	N/A	SSC
<i>Athene cunicularia floridana</i>	Florida Burrowing Owl	N/A	ST
<i>Hydroprogne caspia</i>	Caspian Tern	T	T

Scientific Name	Common Name	FWS Status (Federal)	FWC Status (State)
<i>Charadrius nivosus</i>	Snowy Plover	N/A	T
<i>Egretta caerulea</i>	Little Blue Heron	N/A	T
<i>Egretta rufescens</i>	Reddish Egret	N/A	T
<i>Egretta thula</i>	Snowy Egret	N/A	SSC
<i>Egretta tricolor</i>	Tricolored Heron	N/A	T
<i>Eudocimus albus</i>	White Ibis	N/A	N/A
<i>Falco sparverius paulus</i>	Southeastern American Kestrel	N/A	T
<i>Haematopus palliatus</i>	American Oystercatcher	N/A	T
<i>Haliaeetus leucocephalus</i>	Bald Eagle	N/A	N/A
<i>Mycteria americana</i>	Wood Stork	T	T
<i>Pandion haliaetus</i>	Osprey	N/A	SSC
<i>Platalea ajaja</i>	Roseate Spoonbill	N/A	T
<i>Caracara cheriway</i>	Audubon's Crested Caracara	T	T
<i>Rynchops niger</i>	Black Skimmer	N/A	T
<i>Nyctanassa violacea</i>	Yellow-crowned Night-heron	N/A	N
<i>Nycticorax nycticorax</i>	Black-crowned Night-heron	N/A	N
<i>Plegadis falcinellus</i>	Glossy Ibis	N/A	N
<i>Rallus longirostris scottii</i>	Florida Clapper Rail	N/A	N
<i>Thalasseus sandvicensis</i>	Sandwich Tern	N/A	N
<i>Thalasseus maximus</i>	Royal Tern	N/A	N
<i>Sterna antillarum</i>	Least Tern	N/A	T
<b>Fish</b>			
<i>Microphis brachyurus</i>	Opossum Pipefish	SSC	N/A
<b>Mammals</b>			
<i>Trichechus manatus</i>	West Indian Manatee	E	E
<i>Eptesicus fuscus</i>	Big Brown Bat	N/A	N
<i>Mustela frenata peninsulæ</i>	Florida Long-tailed Weasel	N/A	N
<i>Podomys floridanus</i>	Florida Mouse	N/A	N
<i>Sciurus niger niger</i>	Southeastern Fox Squirrel	N/A	N
<i>Ursus americanus floridanus</i>	Florida Black Bear	N/A	N

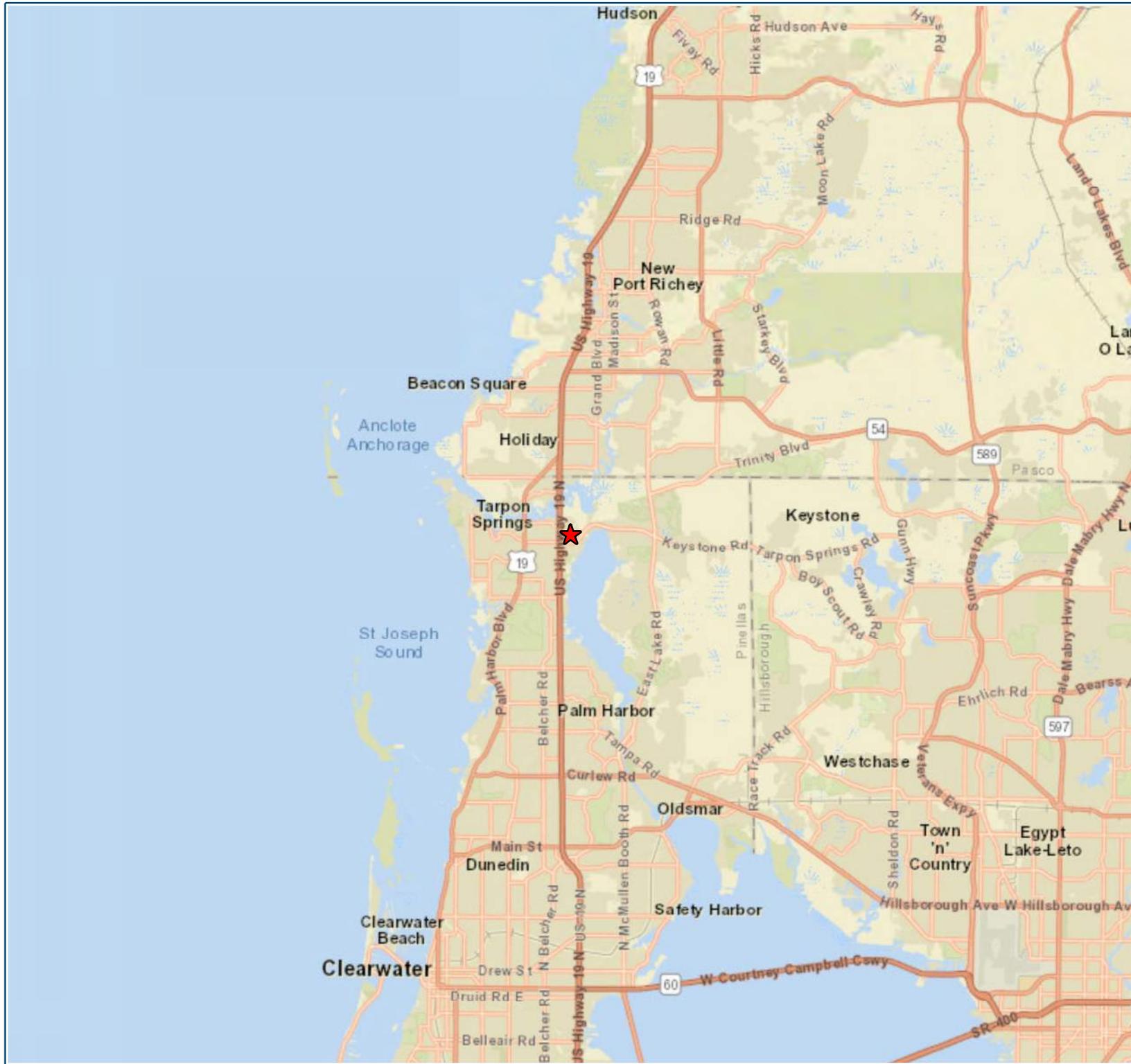
Code Key: E = Endangered, T = Threatened, C = Candidate, P = Proposed, SSC= Species of Special Concern S/A = Similar in Appearance, N = Not currently listed

Data Source: URL: <http://www.fnai.org/bioticssearch.cfm>. & <https://www.fws.gov/northflorida/CountyList/Pasco.htm>

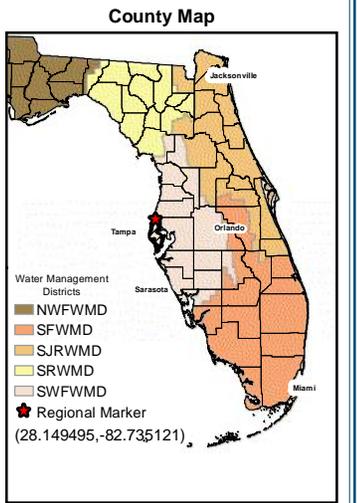
\*Last modified in May, 2019.

## Exhibit 1. Regional Location Map

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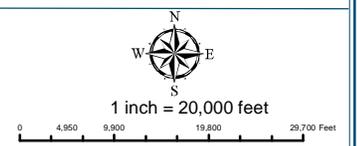


Regional Marker



**S: 07 T: 27S R: 16E**

Notes:  
 Project Boundary obtained from Pinellas County Property Appraiser.  
 Streets basemap obtained from ESRI.  
 Parcel ID: 12-27-15-89982-116-0300



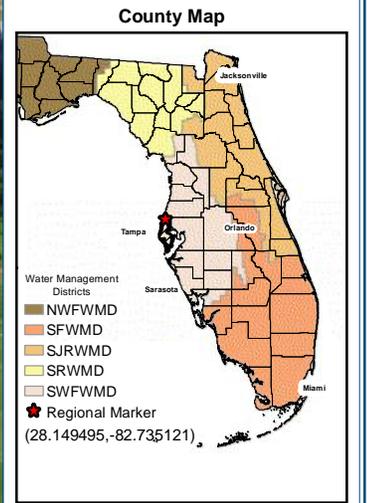
Client: Pioneer Homes		
Project Name: Cypress Street		
Pinellas County, FL		
File Name: Regional Location Map		
Original Date: 8/24/2021		
GIS Operator: RJ	Job Number:	Revision Date:

## Exhibit 2. Aerial Location Map

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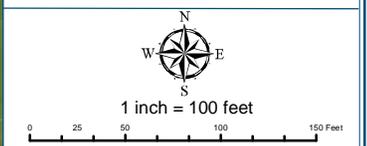


**Project Boundary (4.18 ac.)**



**S: 07 T: 27S R: 16E**

Notes:  
 Project Boundary obtained from Pinellas County Property Appraiser.  
 2020 aerials obtained from FDOT APLUS  
 Parcel ID: 12-27-15-89982-116-0300



Client: Pioneer Homes		
Project Name: Cypress Street		
Pinellas County, FL		
File Name: Aerial Map		
Original Date: 8/24/2021		
GIS Operator: RJ	Job Number:	Revision Date:

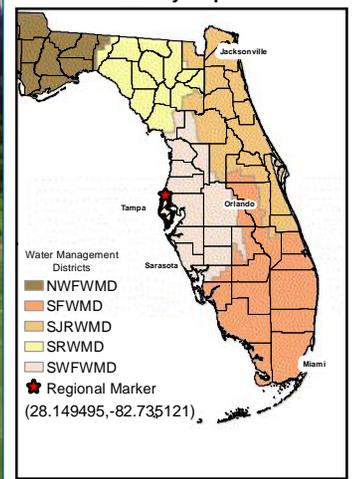
## Exhibit 3. USDA/NRCS Soils Map

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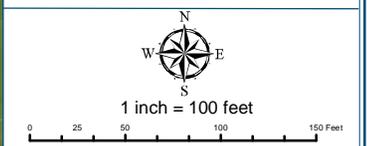
- Project Boundary (4.18 ac.)
- 4: Astatula soils and Urban land, 0-5% slopes (4.18 ac.)

**County Map**



**S: 07    T: 27S    R: 16E**

Notes:  
 Project Boundary obtained from Pinellas County Property Appraiser.  
 2020 aerials obtained from FDOT APLUS  
 Parcel ID: 12-27-15-89982-116-0300  
 Soils obtained from gSSURGO (USDA 2020) data.



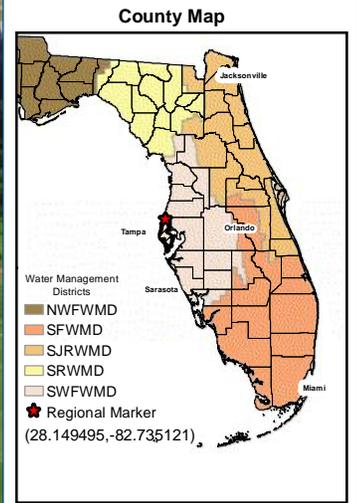
Client: Pioneer Homes		
Project Name: Cypress Street		
Pinellas County, FL		
File Name: USDA Soil Map		
Original Date: 8/24/2021		
GIS Operator: RJ	Job Number:	Revision Date:

## Exhibit 4. FLUCCS Map

---

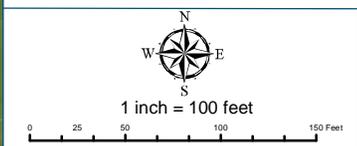


- Project Boundary (4.18 ac.)
- 180, RECREATIONAL (4.18 ac.)



**S: 07    T: 27S    R: 16E**

Notes:  
 Project Boundary obtained from Pinellas County Property Appraiser.  
 2020 aerials obtained from FDOT APLUS  
 Parcel ID: 12-27-15-89982-116-0300  
 FLUCCS obtained from SWFWMD.



Client: Pioneer Homes

Project Name: Cypress Street

Pinellas County, FL

File Name: SWFWMD FLUCCS Map

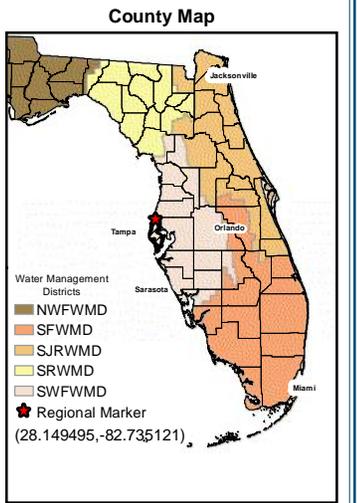
Original Date: 8/24/2021

GIS Operator: RJ	Job Number:	Revision Date:
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## Exhibit 5. Regional Wildlife Map

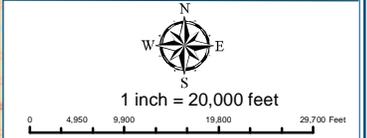
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-  Regional Marker
-  Bald Eagle Nests
-  Wood Stork Nests
-  Wading Bird Colonies
-  Scrub Jay

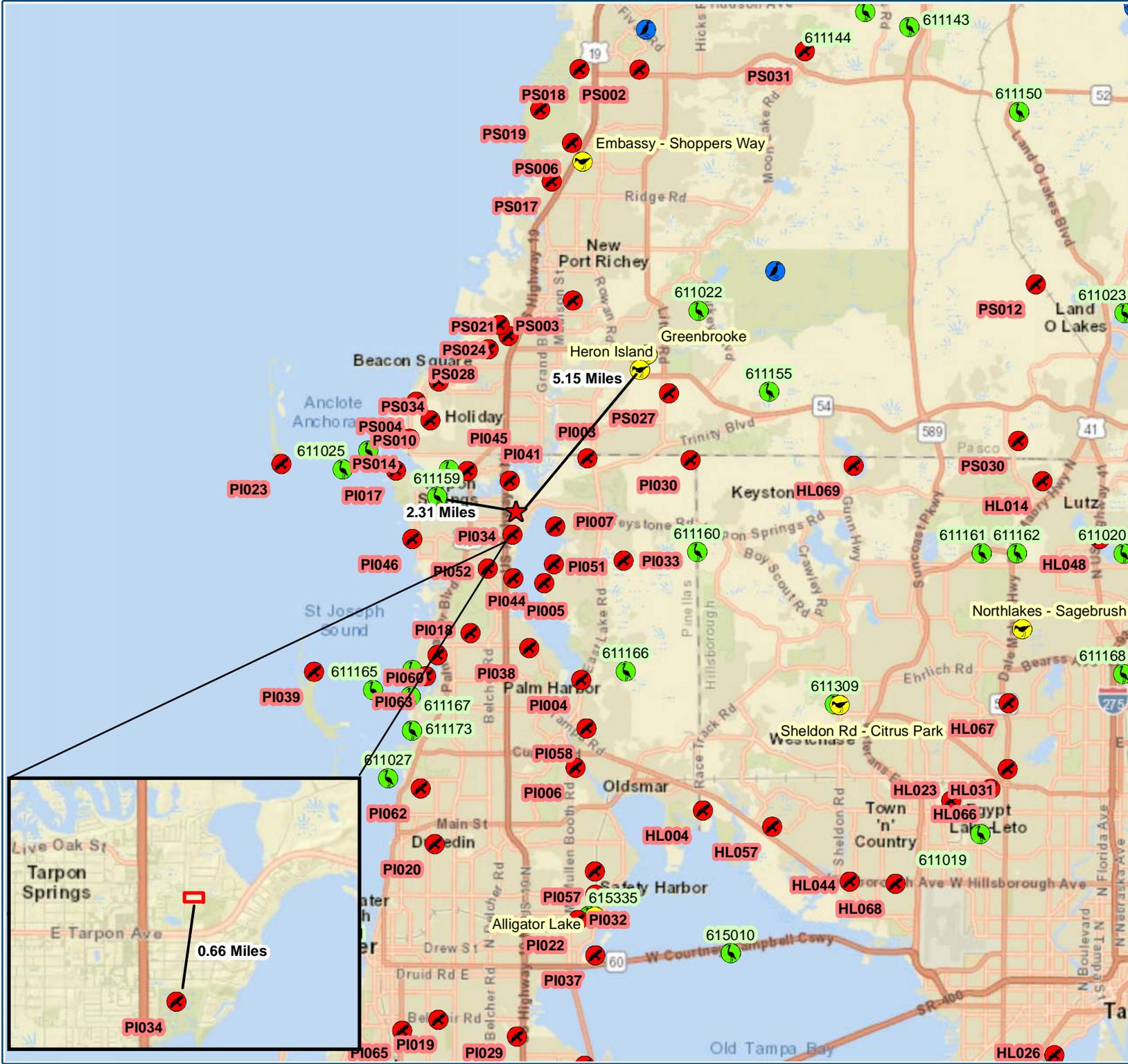


S: 07 T: 27S R: 16E

Notes:  
 Street background obtained from ESRI basemaps.  
 All species layers were obtained from FWC&USFWS.  
 Project lies within USFWS consultation areas for:  
 Florida Scrub Jay and Woodstork Foraging.  
 WOST Core Foraging Areas: Alligator Lake,  
 Northlakes-Sagebrush, Sheldon Rd-Citrus Park,  
 Embassy-Shoppers Way, Greenbrooke, Heron Island,  
 Eagle ID (PI034): Last active and Surveyed in 2013



Client: Pioneer Homes		
Project Name: Cypress Street		
Pinellas County, FL		
File Name: Regional Wildlife Map		
Original Date: 8/24/2021		
GIS Operator: RJ	Job Number:	Revision Date:

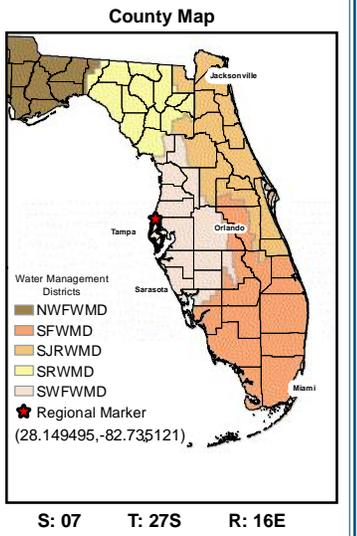


## Exhibit 6. Potential Habitat Map

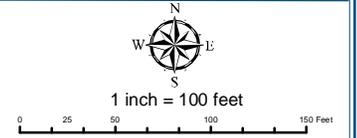
---



- Project Boundary (4.18 ac.)
- Potential Habitat**
- Gopher Tortoise (4.18 ac.)



Notes:  
 Project Boundary obtained from Pinellas County Property Appraiser.  
 2020 aerials obtained from FDOT APLUS  
 Parcel ID: 12-27-15-89982-116-0300



Client: Pioneer Homes		
Project Name: Cypress Street		
Pinellas County, FL		
File Name: Potential Habitat Map		
Original Date: 9/24/2021		
GIS Operator: RJ	Job Number: 2208	Revision Date:

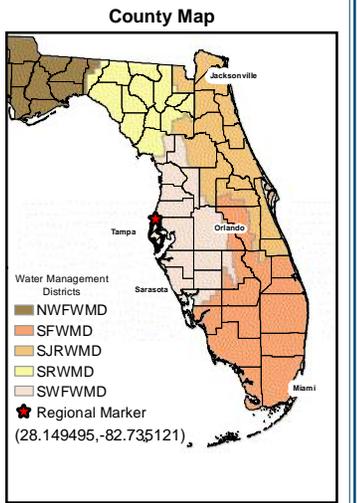
## Exhibit 7. Survey Map

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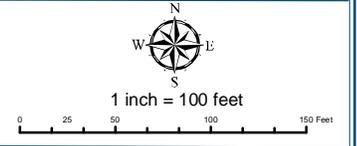
Name	Notes	Latitude	Longitude
Birds Nest	Small Nest	28.149280	-82.734900
Mammal Burrow 1		28.149200	-82.734570
Mammal Burrow 2		28.149080	-82.734990
Mammal Burrow 3		28.149110	-82.735070
Mammal Burrow 4		28.149200	-82.735080
Mammal Burrow 5		28.149240	-82.734830
Mammal Burrow 6		28.149420	-82.735300
Mobbing Location 1	1 Blue Jay observed	28.149530	-82.734650
Osprey in Nest	Off Property (Light Pole)	28.149090	-82.734150
Tree Cavity 1	In Slash Pine	28.149290	-82.734330
Tree Cavity 2	In Slash Pine	28.149290	-82.734330
Tree Cavity 3	In Slash Pine	28.149390	-82.734320
Tree Cavity 4	In Slash Pine	28.149390	-82.734320
Tree Cavity 5	In Slash Pine	28.149110	-82.734170
Tree Cavity 6	In Slash Pine	28.149110	-82.734170

- ▭ Project Boundary (4.18 ac.)
- Survey Tracks
- Birds Nest (1)
- Mammal Burrow (1)
- Mobbing Location (1)
- Osprey in Nest (1)
- Tree Cavity (6)



S: 07 T: 27S R: 16E

Notes:  
 Project Boundary obtained from Pinellas County Property Appraiser.  
 2020 aerials obtained from FDOT APLUS  
 Parcel ID: 12-27-15-89982-116-0300  
 Listed Species Survey  
 Survey Date: 8/26/2021  
 Surveyors: RL & JD  
 Wildlife observation recorded in table



Client: Pioneer Homes		
Project Name: Cypress Street		
Pinellas County, FL		
File Name: Wildlife Observations Map		
Original Date: 8/27/2021		
GIS Operator: RJ	Job Number:	Revision Date:

# Attachment 1. WRA Wildlife Survey Methodology

---



**Date:** December 5, 2019

**From:** WRA Environmental Department

**Subject:** General Wildlife Survey Methodology (19-01)

**Memorandum:**

*Introduction*

The following methodology is implemented by WRA staff to identify whether a project site may be utilized by federal or state listed plant or wildlife species. The methodology is based on a review of pertinent, peer reviewed methods which includes: Modified Meandering Transect Methodology (Lee County)<sup>1</sup>; Florida Monitoring Program: Transect Method for Surveying for Birds<sup>2</sup>; Florida Monitoring Program: Point Count Method to Survey Birds<sup>3</sup> ; Screech Owl 101<sup>4</sup> ; and the Standardized North American Marsh Bird Survey Protocol<sup>5</sup> . The methodology will result in a recommendation of whether follow up species surveys will be required, either: an updated species-specific survey immediately prior to construction (Pre-Construction Survey) or a species-specific survey prior to/during permitting.

*Equipment*

The following equipment should be brought in the field to properly implement our General Wildlife Methodology.

Phone	External Battery	Flagging (pink for wetland, blue or orange/white for species)
Binoculars	Machete (or clippers)	Loop (for plant or soil identification)
Munsell book	ACOE datasheets	Field notebook
Trimble receiver (if available)	Soil shovel	Portable speaker
Field guides (plant, animal)	Camera	UAV (optional)
Screech owl digital call	NAMB survey digital calls	

*Preparation*

Before heading into the field, the following maps should be prepared and reviewed by field personnel:

- Regional Location
- Aerial
- FLUCCS
- Soils
- Regional Wildlife

<sup>1</sup> <https://www.leegov.com/dcd/Documents/ES/protspec/ESSM.pdf>

<sup>2</sup> <https://edis.ifas.ufl.edu/uw164>

<sup>3</sup> <https://edis.ifas.ufl.edu/uw140>

<sup>4</sup> <http://www.naturephotographers.net/pm0101-1.html>

<sup>5</sup> <https://ecos.fws.gov/ServCat/DownloadFile/45214?Reference=44474>



o Potential Wildlife Habitat

The purpose of these maps is for the field biologists to identify the type of habitats they should expect to encounter. Once the field biologists understand the types of habitat they may encounter, all field biologists should review the FNAI Species Tracker<sup>6</sup> (specific to County) for wildlife and plants that have been known to occur in the Project's County. The field biologist should use this list to identify listed species that occur in the County and review the habitat requirements for each listed species. Listed species are defined as those plants or wildlife specifically protected by state or federal Endangered Species Acts. The field biologist should then determine where on-site habitat types have the potential to support each species. Additionally, the field biologist should review available resources (i.e. USF Atlas of Florida Plants<sup>7</sup>) to aid in the identification of listed plants.

Before starting field work, approximate transect locations should be marked on the FLUCCS map, so that a minimum of 30% of each habitat type is surveyed.

In addition, the field biologist should be aware of any designated critical upland or wetland habitat (as defined by federal, state or local government regulation) and/or vegetative communities and land uses with the potential to support listed species should be evaluated.

*Field Methods*

The field review will consist of two survey methods: Transects and Points. Upon arriving to the site, field staff should begin running a GPS tracker on their phone. We typically use GPX Tracker, but any phone application that provides a bread crumb trail of where you have gone, will suffice. A waterproof and shock proof case should be used to avoid damage to the phone during field work.

*Transect Component*

Transect Surveys: A transect consists of a person walking from point A to point B along a defined path. He or she counts the number of individual wildlife species seen and heard within a certain distance from their path (on both sides). In most cases, especially when gathering data to compare one transect to another, this distance from the path (transect width) should be consistent.

Field personnel should walk the approximate mapped transects to cover a minimum 30% of each habitat type. Transect should be leisurely walked and all wildlife observations should be noted. During the wildlife survey, there may be a discrepancy between the mapped FLUCCS and site conditions. When that occurs, the field staff should mark up the FLUCCS map with the existing site conditions and adjust survey transects, as needed, to ensure all habitat types are surveyed.

While walking transects, field biologists should be looking for (and note) presence of listed species (plants or wildlife); burrows; nests (tree nests or ground nests); cavities in natural or manmade structures; denning

*Point Counts*

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<sup>6</sup> <https://www.fnai.org/trackinglist.cfm>

<sup>7</sup> <https://florida.plantatlas.usf.edu/>



## MEMORANDUM

**Point Counts:** A point count consists of standing in a specific location and counting wildlife. One counts the number of individual wildlife species within a circle of a certain radius. In most cases, especially when gathering data to compare one-point count to the next, radius size should be consistent.

During the survey, field personal should stop at a minimum of one point per habitat type and make observations of all wildlife observed within a 10-minute period. During the first two minutes, field biologists should play a recording of a screech owl which may induce mobbing behavior among nearby passerines. This will give more accurate results of wildlife occupying the site.

In addition, if the survey is being conducted during the Spring nesting season, all point survey locations within wetlands should utilize the North American Marsh Bird Survey Protocol (NAMB) to determine whether wetlands are being occupied by secretive, nesting marsh birds. The NAMB survey consists of a series of recorded marsh bird calls, which elicit a territorial response if the point is occupied by an actively nesting marsh bird.

### *Data Collection*

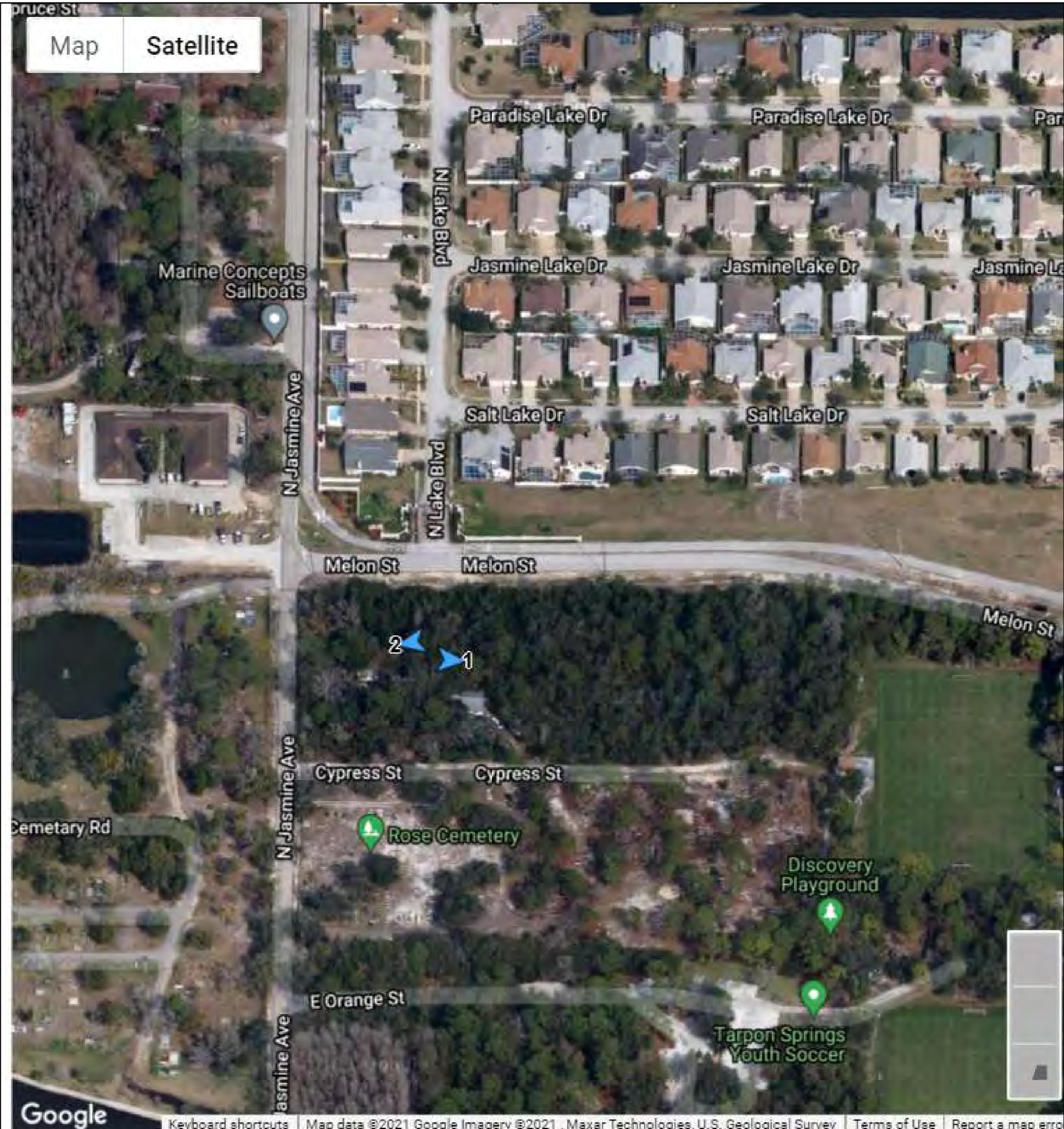
During the survey, field staff should note: start and end times; weather conditions (temperature, cloud cover, wind); take photos (a minimum of one photo per habitat type) in Filio; make note of the vegetation within each habitat type; GPS locate any burrows (tortoise or mammal), tree/utility post cavities, nesting activity; and make note of all common wildlife species observed. All of this information should be provided in the final listed species report.

### *Reporting*

WRA's listed species reports should include: Executive Summary, Existing Site Conditions, Soils, Vegetative and Community Types, Listed Species, Survey Results and Conclusion. The report should include all information collected in the field including start/stop time; weather (temperature, cloud cover, wind); photo-log and a map that shows any relevant GPS data including survey transects (bread crumb tracks) and locations of species, nests, cavities, burrows, etc. from the field work.

## Attachment 2. Photo-log

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Keyboard shortcuts | Map data ©2021 Google Imagery ©2021, Maxar Technologies, U.S. Geological Survey | Terms of Use | Report a map error



Project Name: Cypress Street	
Project Location: N/A	
Client: Pioneer Homes	Project Code: N/A
Preparer:	Reviewer:
Report Date: 09/24/2021	Page Number: 1 of 2



Picture 1

Lat: 28.14957

Long: -82.73539

Bearing: E

Date Taken: 08/26/2021

Taken By: Jessica Decastro

Tag: No Tag



Picture 2

Latitude: 28.14965

Longitude: -82.73567

Bearing: W

Date Taken: 08/26/2021

Taken By: Jessica Decastro

Tag: No Tag



Project Name: Cypress Street

Project Location: N/A

Client: Pioneer Homes

Project Code: N/A

Preparer:

Reviewer:

Report Date: 09/24/2021

Page Number: 2 of 2

**CITY OF TARPON SPRINGS, FLORIDA**  
**Certificate of Concurrence**

Return to:  
 Planning & Zoning Division  
 324 E. Pine Street  
 Tarpon Springs, FL 34689  
 (727) 942-5611

(Please type or print clearly)

**Property Owner(s)**

Name GGR North Lake Trail, LLC		Email gpstamas@pioneerhomes.us	
Address 46 West Lemon St.			
City Tarpon Springs		State FL	Zip 34689
Phone 727-938-1561	Fax		Cellular 727-641-2472

**Applicant**

Name Pioneer Developers of America, Inc.		Email gpstamas@pioneerhomes.us	
Address 46 West Lemon St.			
City Tarpon Springs		State FL	Zip 34689
Phone 727-938-1561	Fax		Cellular 727-641-2472

**Agent (if applicable)**

Name N/A		Email	
Address			
City		State	Zip
Phone	Fax		Cellular

**General Information**

Project Name North Lake Trail	
Property Location or Address 1215 Cypress St., Tarpon Springs, FL 34689	
Legal Description (attach additional sheets as necessary) TARPON SPRINGS OFFICIAL MAP BLK 116, LOTS 3 & 4 LESS RD R/W ON N & S 268FT(S) OF N 303FT(S) OF W 1/2 OF VAC CAMELIA AVE LYING E & SE'LY OF SD LOT 4 (SEE 07-27-16)	
Tax Parcel Number(s) 12-27-15-89982-116-0300	Site Acreage 4.18

**Type of Development Activity [check only one]**

- |   |   |
|---|---|
| <input type="checkbox"/> Site Plan for Commercial Development           | <input type="checkbox"/> Commercial Planned Development |
| <input type="checkbox"/> Site Plan for Residential Subdivision          | <input type="checkbox"/> Industrial Planned Development |
| <input type="checkbox"/> Site Plan for Multiple Residential Development | <input type="checkbox"/> Conditional Use                |
| <input type="checkbox"/> Final Subdivision Plat                         | <input type="checkbox"/> Building Permit                |
| <input checked="" type="checkbox"/> Residential Planned Development     | <input type="checkbox"/> Other: _____                   |

**Proposed Development**

1. Number of Residential Units

18 Single-Family                      \_\_\_\_\_ Multi-Family                      \_\_\_\_\_ Recreational Vehicle Sites  
 \_\_\_\_\_ Two-Family                      \_\_\_\_\_ Mobile Home                      \_\_\_\_\_ Beds (ACLF, ALF, etc.)

**CITY OF TARPON SPRINGS, FLORIDA**  
**Certificate of Concurrency**

2. Non-Residential Uses

- a. Type of Use: N/A Gross Square Footage: \_\_\_\_\_
- b. Type of Use: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_
- c. Type of Use: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_
- d. Type of Use: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_

3. Marina (Number of slips)

N/A Wet Slips                      \_\_\_\_\_ Dry Slips                      \_\_\_\_\_ TOTAL

**Applicable Concurrency Exceptions [check all that apply]**

- §122.01(A)(1)                       §122.01(A)(2)                       §122.01(A)(3)                       §122.01(A)(4)

**Level of Service**

Calculate the impact of the proposed development on each of the following:

- 1. Potable Water:                      6,300 gallons per day (gpd)
- 2. Sanitary Sewer:                      5,985 gallons per day (gpd)
- 3. Solid Waste:                      58.5 tons per year (tpy)
- 4. Storm Drainage:                      \*Provide separate analysis for review by the Engineering Division
- 5. Transportation:                      ITE Category 210
  - a. 172 total trips per day (tpd)
  - b. 18 peak hour trips
- 6. Hurricane Shelter:                      15 ppl total required space

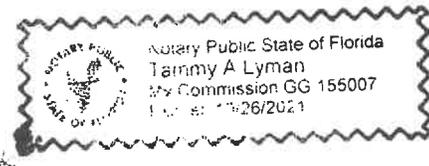
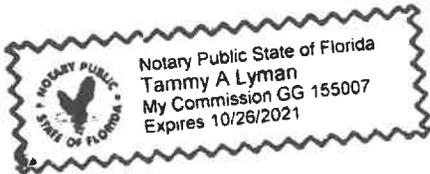
[Signature]                      GEORGE P. STAMAS.                      \_\_\_\_\_  
 Signature of Owner or Authorized Agent                      Printed Name                      Date

STATE OF FLORIDA                      )  
 COUNTY OF PINELLAS                      )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, A.D., 20 21  
 by George P. Stamas, who is personally known to me or who has produced  
 \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: Tammy Lyman  
 Signature: [Signature]  
 Stamp: \_\_\_\_\_



Following the Planning and Zoning Board meeting, the applicant received clarity from the adjacent property owner to the south on the proposed Cypress Street right-of-way acquisition. The information that is underlined and in red reflects new information since the Planning and Zoning Board hearing.

## ORDINANCE 2021-26

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TARPON SPRINGS, FLORIDA, FOR 4.69 4.47 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF MELON STREET AND N. JASMINE AVENUE, FROM ZONING DESIGNATION R-100 (SINGLE FAMILY RESIDENTIAL) TO ZONING DESIGNATION RPD (RESIDENTIAL PLANNED DEVELOPMENT); APPROVING PRELIMINARY PLANNED DEVELOPMENT FOR NORTH LAKE TRAIL RESIDENTIAL PLANNED DEVELOPMENT (APPLICATION #21-134); PROVIDING FOR WAIVERS OF DESIGN REQUIREMENTS OF THE LAND DEVELOPMENT CODE; PROVIDING FOR FINDINGS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, by filing of Application #21-134 the property owner of record has requested to amend the zoning district of said parcel from the R-100 (Single Family Residential) district to the RPD (Residential Planned Development) district; and,

**WHEREAS**, the applicant is also requesting approval of a Preliminary Planned Development under the RPD (Residential Planned Development) zoning district that establishes 18 single-family residential lots; and,

**WHEREAS**, the applicant is requesting waivers of certain dimensional requirements of the RPD district and the Land Development Code; and,

**WHEREAS**, the proposed RPD (Residential Planned Development) zoning district is consistent with the current Future Land Use Category of RL (Residential Low); and,

**WHEREAS**, the planned uses within the RPD District are compatible with surrounding and existing land uses; and,

**WHEREAS**, the Planning and Zoning Board conducted a public hearing on this rezoning Ordinance on December 13, 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.      MAP AMENDMENT**

That the Official Atlas of the City of Tarpon Springs is hereby amended to RPD (Residential Planned Development) for the property legally described in Exhibit A, attached hereto.

**Section 3.      PRELIMINARY PLANNED DEVELOPMENT APPROVAL**

The Preliminary Planned Development for North Lake Trail residential subdivision is hereby approved with the following dimensional standards and waivers of design requirements and a waiver to provide relief from the requirement to install a sidewalk along the Melon Street frontage:

**Dimensional Standards**

- |                                 |   |
|---------------------------------|---|
| 1. Minimum Lot Size             | <del>5,400 square feet</del> <b>5,200 square feet</b> |
| 2. Minimum Lot Width            | 40 feet   |
| 3. Maximum Height               | 35 feet   |
| 4. Front Yard Setback           | 20 feet   |
| 5. Side Yard Setback (Interior) | 5 feet  |
| 6. Side Yard Setback (Street)   | 10 feet   |
| 7. Rear Yard Setback            | 10 feet   |

and with the following conditions:

1. Approval of the Preliminary Planned Development shall be contingent on the vacation of Cypress Street (Application #21-155).
2. A pedestrian crossing shall be provided on Melon Street providing access to the Pinellas Trail on the northside of Melon Street. The design and location of the crossing shall be determined with the Final Planned Development application.
3. A Level 1 Cultural Resource Assessment Survey (CRAS) shall be submitted with the Final Development Plan.

4. The developer will be responsible for addressing the provision of Public Art pursuant to Article XI of the Land Development Code as part of an application for Final Planned Development.
5. The Final Planned Development application shall be submitted within one year of the date of the Preliminary Planned Development approval.
6. The City shall be granted an access via the development's internal street that dead ends into the Tarpon Springs Sports Complex for the purpose of park maintenance only. The access shall not be utilized by the general public. Design of the maintenance access shall be determined with the Final Planned Development application.

**Section 4.      EFFECTIVE DATE**

This Ordinance shall be effective upon approval Ordinance 2022-01 (Cypress Street Right-of-Way Vacation – Application #21-155).

DRAFT

**ORDINANCE 2021-26 – EXHIBIT A**

LOTS 3 AND 4, BLOCK 116, LESS ROAD RIGHT-OF-WAY ON NORTH, OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H4, PAGE 79 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; AND THE SOUTH 268 FEET OF THE NORTH 303 OF THE WEST ½ OF THE VACATED CAMELIA AVE. LYING EAST AND SOUTHERLY OF LOT 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF TRACT "E", NORTH LAKE OF TARPON SPRINGS – PHASE 2, AS RECORDED IN PLAT BOOK 123, PAGES 11 AND 12 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TRAVELING ALONG THE PROPOSED NORTH RIGHT-OF-WAY LINE OF MELON STREET, RUN SOUTH 89°40'45" EAST, A DISTANCE OF 425.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE; THENCE FOLLOWING THE WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE, RUN SOUTH 00°50'40" WEST, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LOT 4, BLOCK 116; THENCE CONTINUE ALONG THE WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE, RUN SOUTH 00°49'50" WEST, A DISTANCE OF 18.72 FEET; THENCE RUN SOUTH 89°40'13" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTERLINE OF CAMELIA AVENUE; THENCE FOLLOWING THE CENTERLINE OF CAMELIA AVENUE, RUN SOUTH 00°49'50" WEST, A DISTANCE OF 283.97 FEET; THENCE NORTH 89°40'13" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE; THENCE FOLLOWING THE WEST RIGHT-OF-WAY LINE OF EAST CYPRESS STREET, BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 116; THEN FLOWING THE NORTH RIGHT-OF-WAY LINE OF EAST CYPRESS STREET, RUN NORTH 89°40'13" WEST, A DISTANCE OF 18.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF JASMINE AVENUE, BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 116; A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MELON STREET, BEING THE NORTHWEST CORNER OF LOT 3, BLOCK 116; THENCE FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF MELON STREET, RUN SOUTH 89°40'45" EAST, A DISTANCE OF 619.61 FEET BACK TO THE POINT OF BEGINNING, BEING THE NORTHEAST CORNER OF LOT 4, BLOCK 116.

THE ABOVE DESCRIBED PARCEL CONTAINED 4.18 ACRES MORE OR LESS.

AND

THE NORTHERN 20 FEET OF THE VACATED RIGHT-OF-WAY OF CYPRESS STREET, CONTAINING ~~0.54~~ 0.28 ACRES MORE OR LESS.

# **CYPRESS STREET VACATION OF RIGHT-OF-WAY #21-155 ORDINANCE 2022-01**

---

Board of Commissioners – January 11, 2022  
– January 25, 2022



# LOCATION & CONTEXT



# SUMMARY OF REQUEST

## #21-155 – Vacation of Cypress Street

- +/- 0.50 Acres
- 35' Wide / Unimproved
- **Res. #83-54** – In 1983, 5' of the southern half was vacated and dedicated to the Rose Hill Cemetery.
- **Proposed Vacation:**
  - Pioneer Developers of America (Applicant) = 20 ft (Northern Half)
  - Rose Hill Cemetery = 15 ft (Southern Half)
- If granted, the City will reserve a 20' wide Municipal Easement for the existing utilities along the southern half of the ROW.

# SUMMARY OF REQUEST



# STANDARDS OF REVIEW

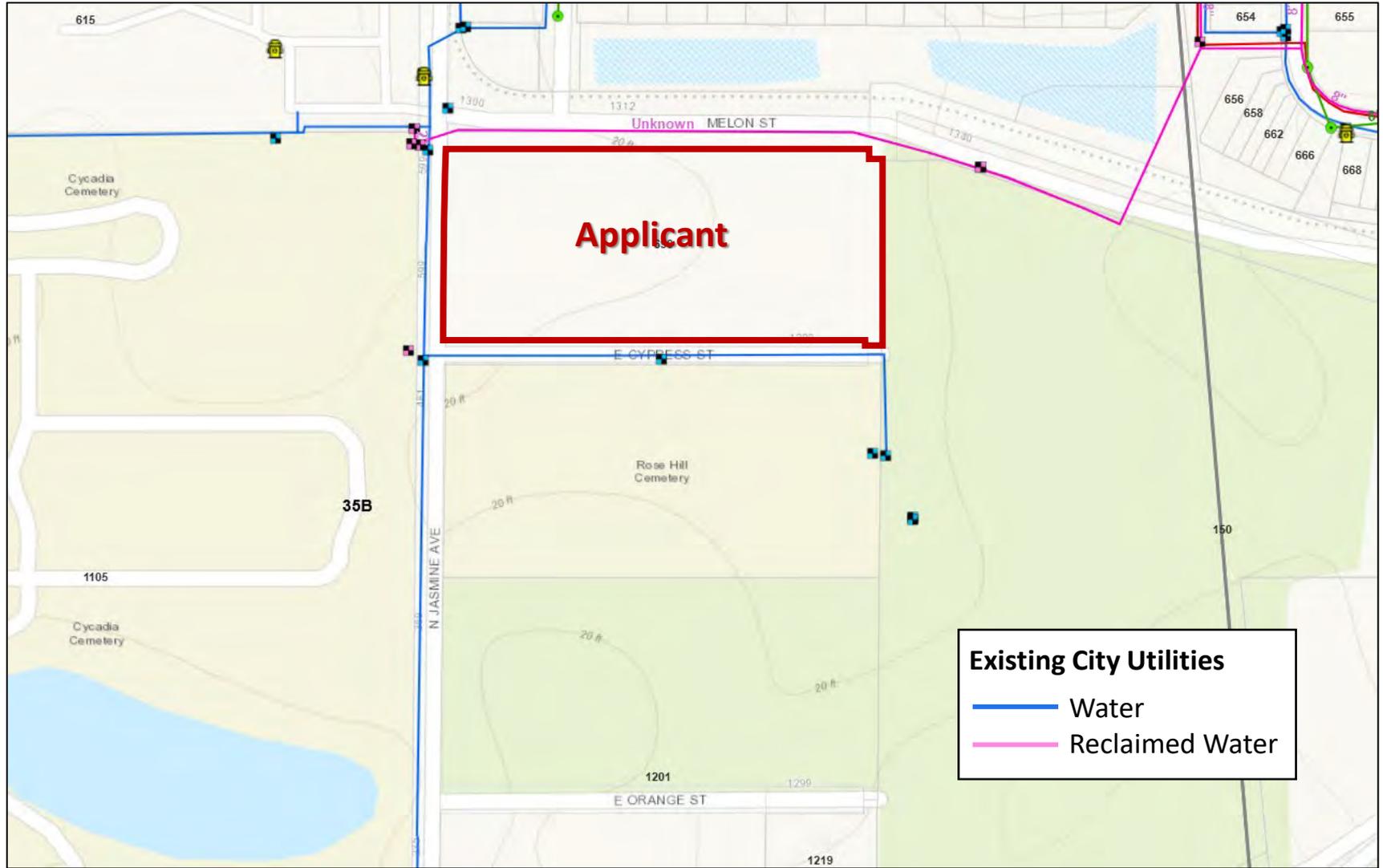
## #21-155 – Vacation of Cypress Street

The letters of no objection and/or easement requirements have been received from all franchised utility providers:

- City has requested to reserve a 20' wide easement along the southern half of the ROW for existing utilities.
- Other providers submitting letters of no objection:
  - Clearwater Gas System
  - WOW Internet, Cable and Phone
  - Brighthouse Networks – *No objection once existing home is removed*
  - Duke – *No objection once existing home is removed*
  - Frontier Communications



# UTILITIES



# STANDARDS OF REVIEW

## #21-155 – Vacation of Cypress Street

- 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

## #21-155 – Vacation of Cypress Street

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

## #21-155 – Vacation of Cypress Street

- **Ordinance 2022-01** - Staff recommends *approval* of vacating Cypress Street, with the following condition:
  - A 20' wide municipal easement will be reserved along the southern portion of the ROW.

**ORDINANCE NO. 2022-01**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING AND ABANDONING RIGHT-OF-WAY (ROW) OF EAST CYPRESS STREET LYING EAST OF N. JASMINE AVENUE AND SOUTH OF MELON STREET; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; RESERVING A MUNICIPAL EASEMENT; PROVIDING FOR RECORDATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has received a request (Application #21-155) for vacation of a portion of the unimproved right-of-way of East Cypress Street lying east of N. Jasmine Avenue and south of Melon 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**, five (5) feet of the southern half of the Cypress Street right-of-way was previously vacated and dedicated to the adjacent property to the south by Resolution #83-54; and,

**WHEREAS**, the northern twenty (20) feet of the remaining thirty-five (35) feet of Cypress Street right-of-way will be dedicated to the adjacent property to the north and the southern fifteen (15) feet of the remaining thirty-five (35) feet of Cypress Street right-of-way will be dedicated to the adjacent property to the south; and,

**WHEREAS**, the Board of Commissioners wishes to reserve a municipal easement to the City of Tarpon Springs to construct, remove, reconstruct, operate and maintain in perpetuity existing utilities; and,

**WHEREAS**, the Board of Commissioners also wishes to retain a maintenance access to the Tarpon Springs Sports Complex as a condition of approval of preliminary planned development application #21-134; 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;
- b) The City of Tarpon Springs wishes to retain a municipal easement to construct, remove, reconstruct, operate and maintain in perpetuity existing utilities;
- c) The City of Tarpon Springs wishes to retain a maintenance access to the Tarpon Springs Sports Complex as a condition of approval of preliminary planned development application #21-134;
- d) The subject right of way does not provide the sole means of access to adjoining property;
- e) The subject right of way is not needed to implement the Future Traffic Circulation Map of the Tarpon Springs Comprehensive Plan; and
- f) The subject right of way does not provide the adjoining neighborhood with viable useable access or vista to the City's shoreline.

## **SECTION 2: MUNICIPAL EASEMENTS**

The City shall retain a municipal easement over a portion of the vacated parcel for the maintenance of existing utility lines. The vacation of the right-of-way is contingent upon the City providing an executed Municipal Easement, in recordable form, over the southern 20 feet of the right-of-way.

## **SECTION 3: VACATION AND ABANDONMENT**

The City of Tarpon Springs does hereby approve the requested vacation and accept Municipal 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 4: EFFECTIVE DATE OF THIS ORDINANCE**

This ordinance shall become effective upon adoption and recording of executed easements as provided in Section 2.

## **SECTION 5: RECORDATION IN THE PUBLIC RECORDS**

The City Clerk is directed to record a copy of this Ordinance, and copies of the executed Municipal Easements in the Public Records of Pinellas County, Florida.

GENERAL NOTES

- 1. THIS SKETCH IS NOT A SURVEY.
- 2. BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED BEARING OF SOUTH 89°40'13" EAST, FOR THE NORTH RIGHT-OF-WAY LINE OF CYPRESS STREET.

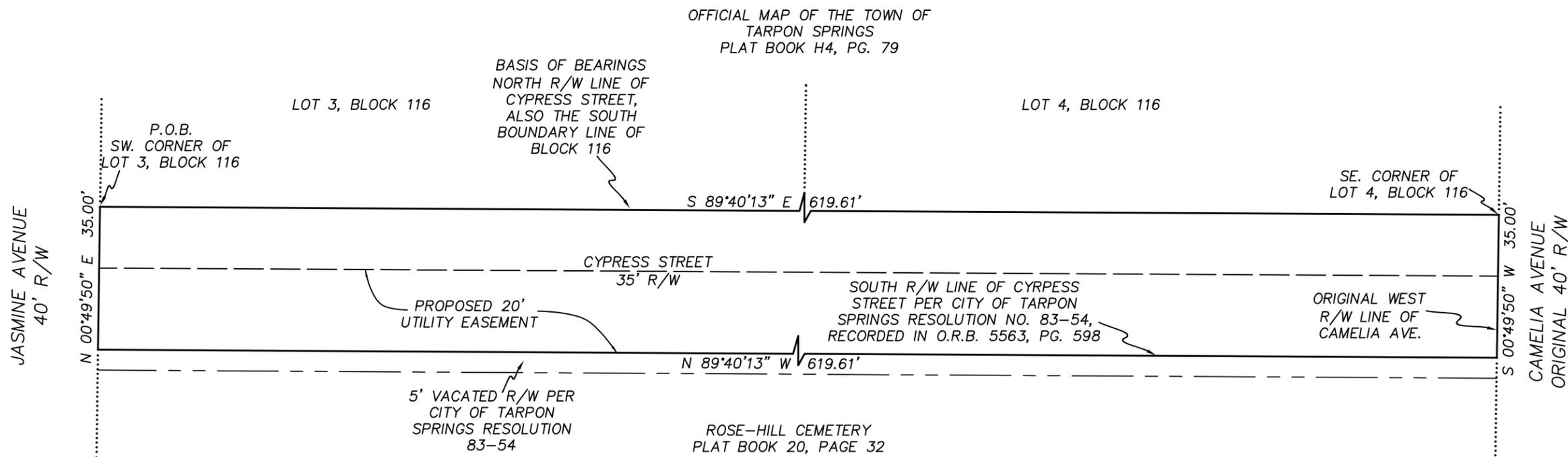
SKETCH OF

A PORTION OF THE CYPRESS STREET RIGHT-OF-WAY LOCATED SOUTH OF BLOCK 116, OFFICAL MAP OF THE TOWN OF TARPON SPRINGS, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK H4, PAGE 79 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING LOCATED IN SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 3, SAID BLOCK 116 FOR A POINT OF BEGNNING; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF CYPRESS STREET, THE SAME BEING THE SOUTH BOUNDARY LINE OF SAID BLOCK 116, SOUTH 89°40'13" EAST, A DISTANCE OF 619.61 FEET TO THE SOUTHEAST CORNER OF LOT 4, SAID BLOCK 116, SAID POINT BEING ON THE ORIGINAL WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°49'50" WEST, A DISTANCE OF 35.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CYPRESS STREET PER THE CITY OF TARPON SPRING'S RESOLUTION NO. 83-54, RECORDED IN OFFICIAL RECORDS BOOK 5563, PAGE 598 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°40'13" WEST, A DISTANCE OF 619.61 FEET; THENCE NORTH 00°49'50" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING SUBJECT TO A UTILITY EASEMENT OVER THE SOUTH 20 FEET THEREOF.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.5 ACRES MORE OR LESS.



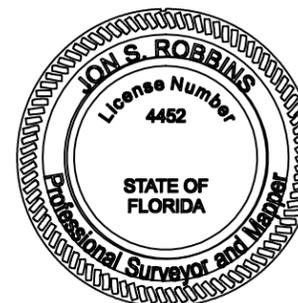
LEGEND

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- R/W = RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE  
 NEW PORT RICHEY, FLORIDA 34655  
 727-841-8414



*Jon S. Robbins* 12-22-21  
 JON S. ROBBINS DATE  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WORK ORDER NO: 210105  
 FOR: PIONEER DEVELOPERS OF AMERICA, INC.  
 DATE OF SKETCH: DECEMBER 22, 2021

**MUNICIPAL EASEMENT**

\_\_\_\_\_, hereinafter "Grantor", whose mailing address is \_\_\_\_\_, does hereby convey to the City of Tarpon Springs, Florida, a municipal corporation, hereinafter "Grantee", a perpetual easement for:

\_\_\_\_\_  
\_\_\_\_\_  
to the following described property:

\_\_\_\_\_

THE RIGHTS HEREIN GRANTED TO SPECIFICALLY INCLUDE:

- (a) the right for Grantee to patrol, alter, improve, repair, rebuild, relocate, and move said facilities;
- (b) the right for Grantee to change the quantity and type of facilities;
- (c) the right for Grantee to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of Grantee, endanger or interfere with the safe and efficient installment, operation, or maintenance of said facilities;
- (d) the reasonable right for Grantee to enter upon land of the Grantor adjacent to said Easement Area for the purpose of exercising the rights herein granted;
- (e) all other rights and privileges reasonable, necessary, or convenient for Grantee's safe and efficient installation, operation, and maintenance of said facilities, and the enjoyment and use of said easement for the purpose described above.

GRANTOR COVENANTS:

- (a) not to interfere with Grantee's facilities within the Easement Area in Grantor's premises in which the above described Easement Area is located;
- (b) that Grantor has full right and lawful authority to grant and convey this easement to Grantee, and;
- (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this easement.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES TO ALL GRANTORS:

GRANTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who is  is personally known to me, or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida  
My Commission Expires:

GENERAL NOTES

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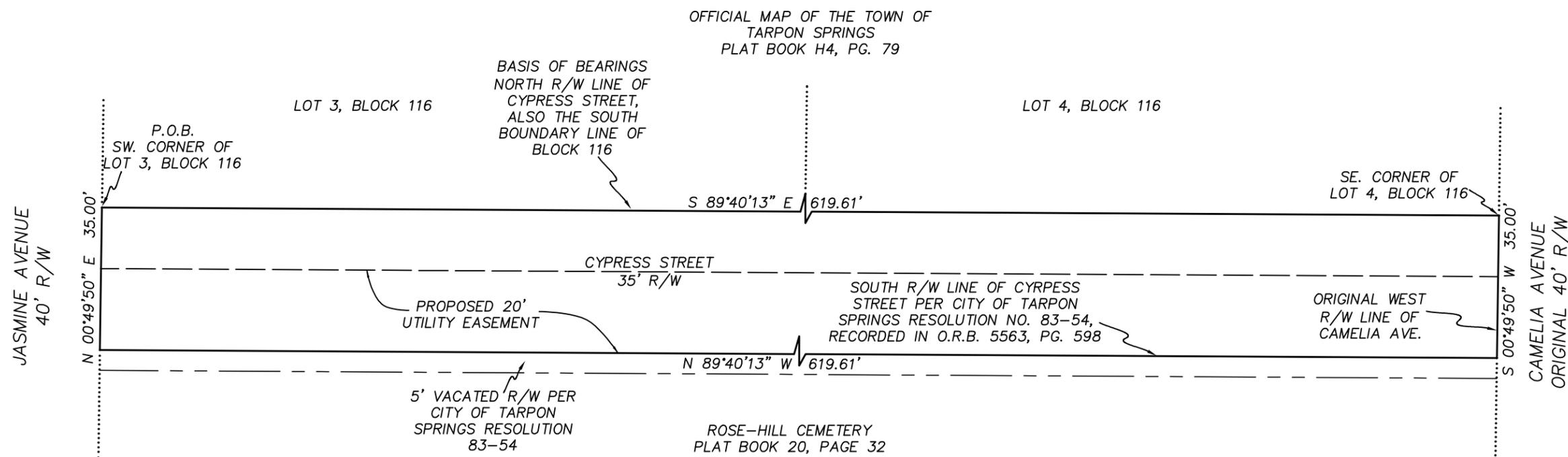
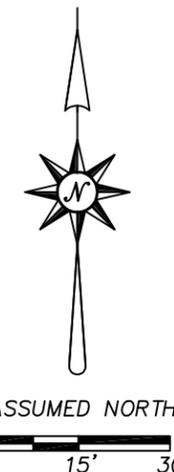
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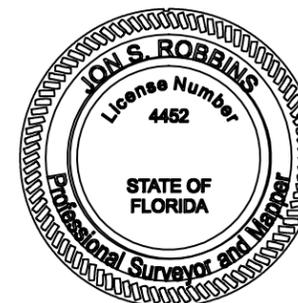
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*Jon S. Robbins* 12-22-21  
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WORK ORDER NO: 210105  
 FOR: PIONEER DEVELOPERS OF AMERICA, INC.  
 DATE OF SKETCH: DECEMBER 22, 2021

**CITY OF TARPON SPRINGS, FLORIDA**  
**Application for Vacation and Abandonment of**  
**Streets, Rights-of-Way, Easements, Plats or Other Property**

Return to:  
 Planning & Zoning  
 Department  
 324 E. Pine Street  
 Tarpon Springs, FL 34689  
 (727) 942-5611

(Please type or print clearly)

**Property Owner(s)**

Name GGR North Lake Trail, LLC		Email gpstamas@pioneerhomes.us	
Address 46 West Lemon St.			
City Tarpon Springs		State FL	Zip 34689
Phone 727-938-1561	Fax		Cellular 727-641-2472

**Applicant**

Name Pioneer Developers of America, Inc.		Email gpstamas @pioneerhomes.us	
Address 46 West Lemon St.			
City Tarpon Springs		State FL	Zip 34689
Phone 727-938-1561	Fax		Cellular 727-641-2472

**Agent (if applicable)**

Name N/A		Email	
Address			
City		State	Zip
Phone	Fax		Cellular

**General Information**

Property Location or Address 1215 Cypress St., Tarpon Springs, FL 34689
Legal Description (attach additional sheets as necessary) <small>TARPON SPRINGS OFFICIAL MAP BLK 116, LOTS 3 &amp; 4 LESS RD ROW ON N &amp; S 268FT(S) OF N 303FT(S) OF W 1/2 OF VAC CAMELIA AVE LYING E &amp; SE'LY OF SD LOT 4 (SEE 07-27-16)</small>
Tax Parcel Number(s) 12-27-15-89982-116-0300

**Justification for Request:** (attach additional sheets as necessary)

Substandard ROW width that only services the North Lake Trail property for access - North Lake Trail will provide easement at platting to the City of Tarpon Springs for existing utilities in ROW.

**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 George P. Stamas is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

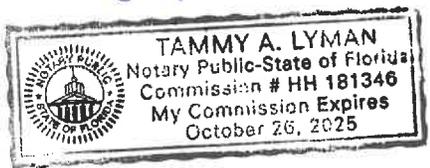
I (we) assent to the City's Comprehensive Plan as it applies to the property. Further, it is understood that this application must be complete and accurate and the appropriate fee paid prior to processing.

Date: <u>10/26/21</u>	Title Holder/Property Owner: <u>[Signature]</u>
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____

STATE OF FLORIDA            )  
COUNTY OF PINELLAS        )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, A.D., 2021  
by George P. Stamas, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC  
Name: \_\_\_\_\_  
Signature: [Signature]  
Stamp: \_\_\_\_\_





October 29, 2021

Re: Proposed Vacation of Cypress Street Right-of-Way for "North Lake Trail" (attachment)  
Letter of No Objection

To Whom it May Concern,

The City of Tarpon Springs has requested that we obtain a letter of "No Objection" to vacate the Cypress Street Right-of-Way as shown on the aerial from the Pinellas Property Appraiser's website attached hereto. The Right-of-Way is approximately 35' in the width and is situated between Pinellas Parcel ID 12-27-15-89982-116-0300 to the North and Pinellas Parcel ID 12-27-15-89982-121-0100 to the South. Please forward your reply to Liz Higgins at lhiggins@pioneerhomes.us.

If there are any questions with regard to the above, do not hesitate to contact me at;  
gpstamas@pioneerhomes.us

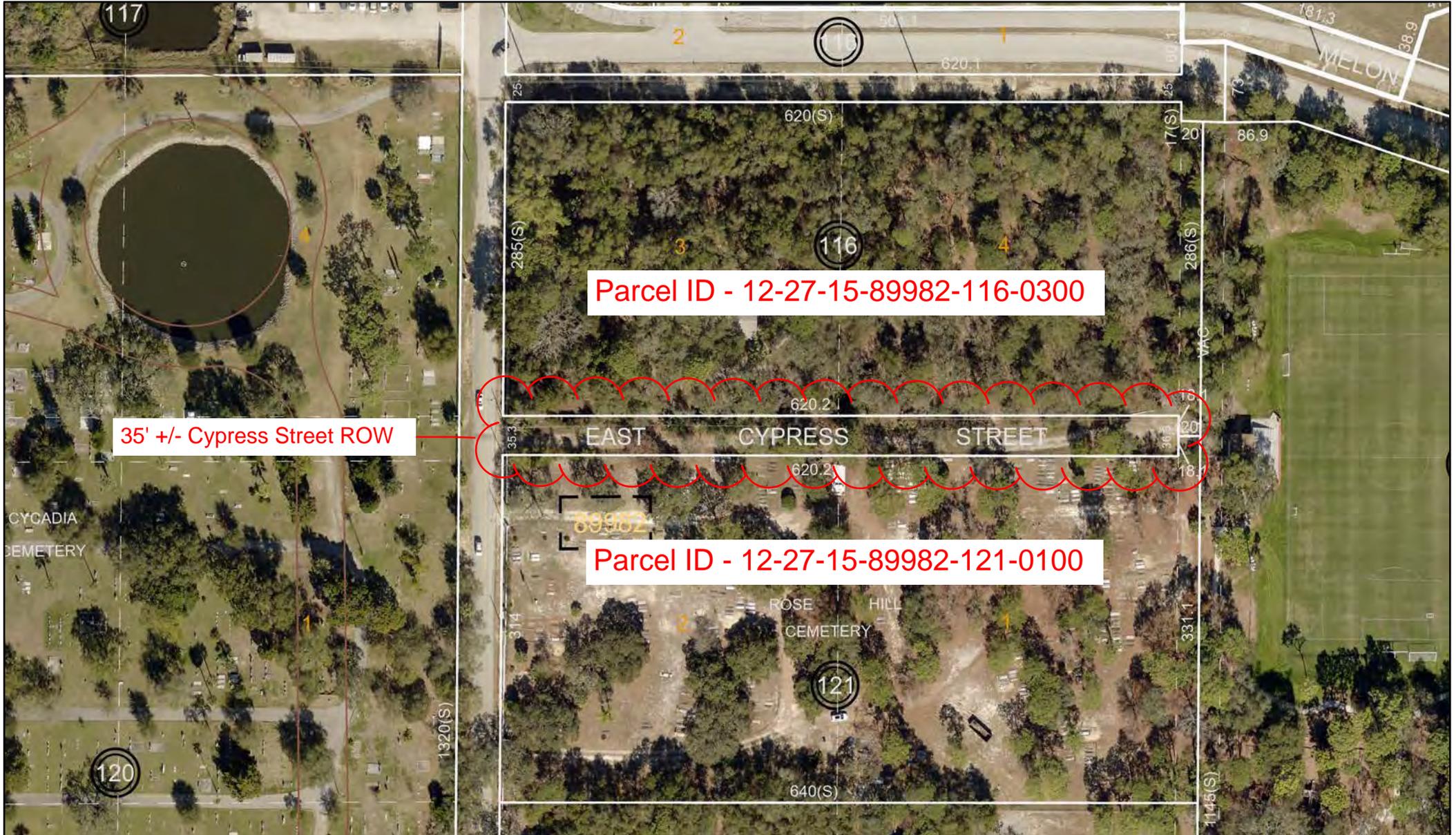
Thank you for your consideration of this request.

Sincerely,  
Pioneer Homes

A handwritten signature in black ink, appearing to read "G. Stamas", is written over a faint circular stamp.

George P. Stamas  
Secretary/Treasurer

# Cypress Street ROW

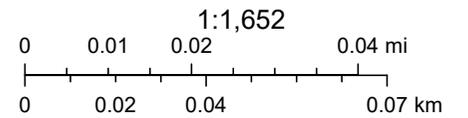


35' +/- Cypress Street ROW

Parcel ID - 12-27-15-89982-116-0300

Parcel ID - 12-27-15-89982-121-0100

October 29, 2021



Date: 12/10/2021

Re: 20211201\_14\_1400038A22 Request for Letter of No Objection - Bright House

\_\_\_\_\_ Charter Communications has no objections provided easements for our facilities are Retained / granted

**X** Charter Communications has facilities that would need to be relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

\_\_\_\_\_ In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

\_\_\_\_\_ Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

\_\_\_\_\_ Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

**NOTES:**

Sincerely, Art Dubinas  
Spectrum  
Construction Coordinator  
Pinellas County



Construction Department  
Charter Communications  
Pinellas County  
Phone Number 727-290-1509

## Liz Higgins

---

**From:** Haney, Natalie Dichelle <Natalie.Haney@duke-energy.com>  
**Sent:** Tuesday, December 14, 2021 4:20 PM  
**To:** Liz Higgins  
**Subject:** Duke Energy Vacate Objection Response - 1215 Cypress Street, Tarpon Springs  
**Attachments:** Request for Letter of No Objection.pdf

Hello Ms. Higgins, due to the structure of existing facilities, Duke Energy objects to this request. In the requested vacate area, we have a feeder line that is present.

A no objection letter can be provided upon the removal/relocation of existing facilities OR granting of a Duke Energy easement over the described property. Removal or relocation will need to be handled by a Duke Energy Engineer and at no cost to Duke Energy.

Please let me know if you have any questions and if you would like to proceed with the easement option.

Thank you,  
Natalie

--

*Natalie Haney*  
*Real Estate Research Specialist*  
Land Services – 3300 Exchange Place  
Lake Mary, FL 32746 | Mail Code: NP04



---

**From:** vacate <vacate@duke-energy.com>  
**Sent:** Friday, October 29, 2021 12:07 PM  
**To:** Haney, Natalie Dichelle <Natalie.Haney@duke-energy.com>  
**Cc:** Kasper, Jonathan <Jonathan.Kasper@duke-energy.com>  
**Subject:** FW: [EXTERNAL] Request for Letter of No Objection - Duke

Good Afternoon Natalie,

Please see and process vacate request from Liz Higgins.

Thank you,

*Stacey Reed-Cash*  
Duke Energy Florida  
Office: 727-820-4427



October 29, 2021

George P. Stamas  
Secretary/Treasurer

RE: Vacation Cypress St. ROW  
Parcel ID: Between 12-27-15-89982-116-0300 to the north  
and 12-27-15-89982-121-0100 to the south.

To whom it may concern,

The Clearwater Gas System (CGS),

- has no objection with your proposed:
  - vacation of Cypress Street Right-of-Way.
  - 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 relocation of our facilities.
  - B.** A utility easement must be platted to encompass existing facilities.

Clearwater Gas System appreciates your help in this matter. If you have any questions, please contact me at (727) 562-4900, ext. 7424, or Patrick.Allen@ClearwaterGas.com.

Sincerely,

Patrick Allen  
Engineering Technician

777 Maple Street Clearwater, FL 33755

PO Box 4748 • Clearwater, FL • 33758-4748 • (727) 562-4900 • Fax (727) 652-4902

An Equal Opportunity And Affirmative Action Employer

[www.clearwatergas.com](http://www.clearwatergas.com)



Frontier Communications  
3712 W Walnut St.  
Tampa, FL USA 33607  
Office: (727) 462-1760  
Fax: (727) 562-1175  
Mobile: (941) 266-9218  
Email: [stephen.waidley@ftr.com](mailto:stephen.waidley@ftr.com)

10/29/2021

Attn: Liz Higgins  
Pioneer Homes  
46 W Lemon St  
Tarpon Springs, FL 34689  
727-938-1561 x111

RE: Vacation of Right-of-Way – E Cypress St ROW, Tarpon Springs, FL

Dear Ms. Higgins,

Our records do not indicate that there are Frontier Communications facilities in the area of the Plat 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 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

Frontier 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 (941) 266-9218.

Sincerely,

Stephen Waidley  
Frontier Communications  
Regional Rights of Way & Municipal Affairs Manager



Oct.29th , 2021

Pioneer Homes  
46 Lemon St.  
Tarpon Springs , FL. 34689  
727-938-x111

Attn: Liz Higgins and or George P. Stamas

Re: Proposed Vacation of Cypress Street Right-of-Way

Thank you for advising **Wide Open West (WOW!)** of the subject project.

**\_XXX\_** WOW! Has "No Objection "with proposed Vacation of said Right-of-Way ( ROW ) on Cypress St. . However we are attached and Maintain Facilities on Duke Energy Poles along the East side of N. Jasmine Ave. and facilities on this said Cypress St. are provided to remain or Granted applicant bears the entire expense for Relocation of associated WoW ! services .

Please refer any further correspondence to

**WOW!**  
**Dave Hamlin**  
**Construction Coordinator**  
**3001 Gandy Blvd. N.**  
**Pinellas Park, FL 33782**

Sincerely,

A handwritten signature in blue ink, appearing to read "David E. Hamlin Jr." with a stylized flourish at the end.

David E. Hamlin Jr.  
Construction Project Coordinator  
WOW!  
(678) – 409-8721 Cell

3001 Gandy Blvd N - Pinellas Park, FL 33782



# 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

December 21, 2021

George Stamas  
Pioneer Developers of America, Inc.  
46 West Lemon Street, Tarpon Springs, FL 34689  
(delivered by email to gpstamas@pioneerhomes.us)

**RE: Application # 21-155: Vacation of Cypress Street** between 1215 Cypress Street (Parcel #12-27-15-89982-116-0300) and the Rose Cemetery (Parcel #12-27-15-89982-121-0100)

Dear Mr. Stamas:

This letter is provided to inform you that City staff does not object to the proposed vacation of a portion of Cypress Street adjacent to your property at 1215 Cypress Street, as represented on the attached survey. The City staff's no objection is contingent on the following conditions:

1. A 20-foot-wide municipal utility easement shall be reserved along the southern portion of the right-of-way to accommodate existing utility lines.
2. The City shall be granted an access to the Tarpon Springs Sports Complex from your property for the purpose of maintenance only. This will be a condition of approval for the North Lake Trail Preliminary Planned Development (#21-134).

The City has determined that the proposed vacation, with the above conditions, meets the standard of Section 216.01(A)(1) of the Land Development Code. A copy of this letter will be included with the agenda hearing packet for Ordinance 2022-01, to be heard by the Board of Commissioners on January 11, 2022, and January 25, 2022.

Sincerely,

Allie Keen, AICP  
Senior Planner

# **TARPON SPRINGS PLAZA – CONDITIONAL USE #21-91**

---

Planning and Zoning Board – December 13, 2021

Board of Commissioners – January 11, 2022



# LOCATION & CONTEXT



# LOCATION & CONTEXT

**CYPRESS PLACE  
APARTMENTS**

UNKOWN

**"ASTRO  
SKATE"**

**"LIFE STORAGE"  
MINIWAREHOUSE**

**SITE**

CYPRESS ST

**TARPON SQUARE (WALMART)  
SHOPPING CENTER**

N HUEY AVE

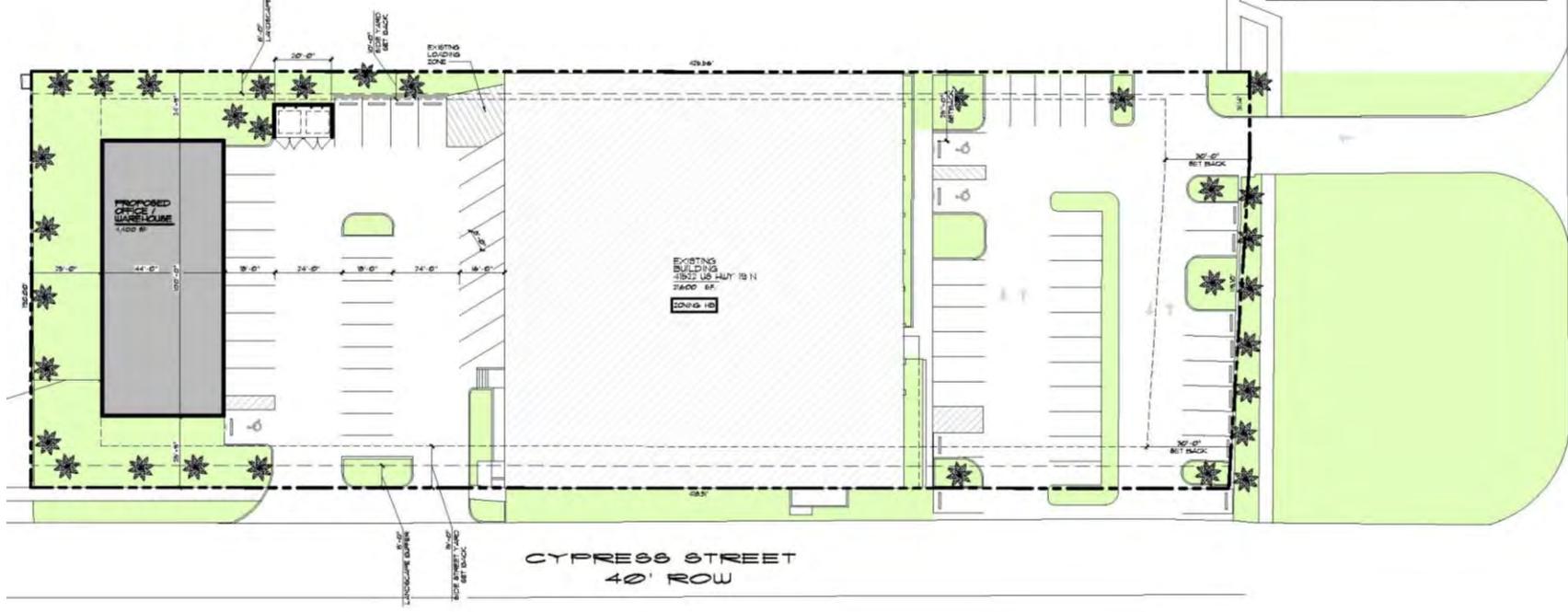
# SUMMARY OF REQUEST

- **#21-91 – Conditional Use – Warehouse Use**
  - Property Size: 1.49 acres (65,043 square feet)
  - Current Land Use: Commercial General (CG)
  - Current Zoning: Highway Business (HB)
  - Proposed Use of Property: Addition of warehouse to existing built retail property
    - Existing plaza anchor is Lueken’s Liquors retail store
    - Warehouse proposed at 4,400 square feet
- **Applicant/Owner:** Tarpon Springs Plaza, LLC
- **Agent:** Todd Pressman, Pressman & Associates, Inc.





# SITE CONCEPT



WILSON BLVD

# SITE CONCEPT LAYOUT

**PROPOSED OFFICE/WAREHOUSE  
4,400 SQUARE FEET**



# REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code (LDC).** The concept layout shows conformance with the dimensional standards of the Highway Business (HB) zoning district and it is expected that all other requirements of the LDC can be met. This project will come back through the process as a request for Site Plan approval.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** The general area is characterized by business and industrial zonings and uses. The “warehouse” use is restricted to storage and distribution facilities and this moderately sized facility proposed for an existing built property is appropriate for this area.
- 3) **The use is consistent with the Comprehensive Plan.** The use is consistent with the City’s Comprehensive Plan which calls for a compatibility review for “intensive commercial uses.” The office / warehouse use proposes a relatively benign operation that is compatible with the surrounding uses.
- 4) **The use will not adversely impact historical or environmental resources.** The use is not located within the Historic District and is not proposed on an environmentally sensitive site.



# REVIEW CRITERIA – CONDITIONAL USE

**5) The use will not adversely affect adjoining property values.**

Adjoining properties include:

- “Astro Skate of Tarpon Springs” commercial recreation facility
- “Life Storage mini-warehouse facility
- Tarpon Square (Walmart) shopping center
- U.S. Highway 19 North

Surrounding property values are expected to be maintained, and, enhanced on the existing site.

**6) The use will not adversely impact nor exceed the City’s capacity to serve with public facilities.** The current business is already served by the City and the expansion can also be served. Transportation impact is very minimal and will not impact Cypress Street traffic patterns.

**7) The use shall provide for efficient and orderly development.** The proposed conditional use is appropriate for Highway Business zoning district and expands the viability of this property.



# PRELIMINARY STAFF RECOMMENDATION

**#21-91 – *Approval*** of Resolution 2021-64 granting conditional use approval for warehouse use with the following conditions:

1. The conditional use will expire if a Site Plan has not been approved within 12 months of the conditional use approval per Section 209.00(B)(2) of the Land Development Code.

## PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board reviewed this item at their December 13, 2021 meeting and unanimously recommended approval with recommended condition. There was no public comment on the item.

**Public Notice Provided** – No responses were received.



**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS**  
**[DECEMBER 13, 2021 / JANUARY 11, 2022]**

**STAFF REPORT**  
**December 22, 2021**

**Application No. / Project Title:** #21-91 / Tarpon Springs Plaza, LLC

**Staff:** Patricia L. McNeese, AICP, Principal Planner

**Applicant / Owner:** Tarpon Springs Plaza, LLC

**Agent:** Todd Pressman, Pressman & Associates, Inc.

**Property Size:** 1.49 acres (65,043 square feet)

**Current Zoning:** Highway Business (HB)

**Current Land Use:** Commercial General (CG)

**Location / Parcel ID:** 41522 U.S. Highway 19 North / 12-27-15-89982-022-0701

**BACKGROUND SUMMARY:**

Tarpon Springs Plaza, LLC is seeking conditional use approval to allow for a warehouse use at 41522 U.S. Highway 19 North in the Highway Business (HB) zoning district. The applicant proposes to add a new office/warehouse building at the rear of the existing built property. The front portion of the property is currently occupied by a retail store which is planned to continue.

**PRELIMINARY STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 2021-64, with the following conditions:

1. The conditional use will expire if a Site Plan has not been approved within 12 months of the conditional use approval per Section 209.00(B)(2) of the Land Development Code.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board reviewed this item at their regular meeting of December 13, 2021 and unanimously recommended approval of Resolution 2021-64 with staff-recommended condition. There was no public comment on this item.



**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Retail store
<b>Site Features:</b>	Existing retail store, pavement, parking, landscaping, accessory storage structures
<b>Vehicle Access:</b>	The property gains access from both U.S. Highway 19 North and Cypress Street.

**SURROUNDING ZONING & LAND USE:**

	<b>Zoning:</b>	<b>Land Use:</b>
<b>North:</b>	Highway Business	Mini-storage
<b>South:</b>	Highway Business	Retail shopping center
<b>East:</b>	Highway Business	Duke Energy power transmission yard
<b>West:</b>	Highway Business	Commercial recreation (skating rink)

**PLANNING CONSIDERATIONS:**

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The property was built in 1959 and served as a bowling alley prior to its current use as a multi-tenant retail building.
2. Virtually the entire area proposed for development behind the existing store is covered with impervious surface.
3. The project is at the conceptual stage and will require a minor Site Plan approval process.

**REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:**

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial evidence. These standards, along with planning staff’s provisional findings of fact are provided below:

**1. Conformance with the requirements of the Land Development Code.**

*Provisional Findings:* The applicant has provided a conceptual site plan for a proposed 4,400 square foot office/warehouse building. The warehouse use is conditional in this district. The applicant is seeking approval of the use prior to investing in full plans for the project. The project will require a Site Plan approval. At this time, it appears that all of the requirements of the LDC can be met with the current layout with any necessary slight modifications. It is noted that the existing building on the site is a legal nonconforming structure. However, the new development on the site will be required to conform to the requirements of the LDC.



**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 area surrounding the project is located in the Highway Business and Industrial Restricted zoning districts. The U.S. Highway 19 corridor from Cypress Street to the Anclote River is characterized by an older redeveloping industrial corridor. Larger acreage uses such as the Lowe’s Hardware and Karl Flammer Ford have appeared among existing warehouse, mini-warehouse, outdoor storage and commercial recreation uses. The existing building on the subject site itself is a redeveloped bowling alley. The uses in close proximity to the subject site include retail, mini-warehouse and commercial recreation. East of U.S. Highway 19 North, the Duke Energy transmission yard dominates the highway frontage directly across from the subject site. The nearest residential development is the Cypress Place Apartments complex located just over 200 feet northwest of the project site (straight distance) beyond the intervening “Astro-Skate of Tarpon Springs” commercial recreation building.

The Land Development Code defines a warehouse as “an establishment where the primary use is the storage of merchandise, products, or materials in bulk for a fee or charge or for distribution to other establishments operated by the same business enterprise” (Section 241.00(A)(234) of the LDC). Given that the new building will be located on and accessed from Cypress Street and will be located behind and separate from the existing retail operation, the use seems an appropriate fit for the site. The storage/distribution and the accompanying office use are considered to be fairly benign with respect to potential impacts to existing and planned uses in this area. The establishment of industrial uses that would generate undue noise or other impacts would not be allowable in the building without a new conditional use.

**3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.**

*Provisional Findings:* Per the Future Land Use Element of the Comprehensive Plan, the Commercial General Future Land Use Map category allows “office, wholesale/distribution and storage/warehouse as primary uses” (Policy 2.4.3(d)). It also calls for a land use compatibility review for “intensive commercial uses” (Policy 2.4.3(c)). Hence, the implementing language in the LDC requiring the conditional use review for warehouse, to ensure that the intensity of the proposed use is compatible with the existing and planned uses in the area. The conditional use is consistent with the goals, objectives and policies of all Elements 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 District and is not proposed on an environmentally sensitive site. The applicant is not proposing any new impervious surface area. In fact, it appears that impervious surfaces are proposed to be reduced and replaced with landscaping. Therefore, additional drainage improvements are not required. This will be verified at the time of Site Plan approval including demonstration of no additional impacts to the



drainage retention system located on the adjacent property to the north and west occupied by the “Life Storage” mini-warehouse business.

**5. The conditional use will not adversely affect adjoining property values.**

*Provisional Findings:* The adjoining properties and uses include the “Astro Skate of Tarpon Springs” commercial recreation to the west, the “Life Storage” mini-storage complex to the north, the Tarpon Square Shopping Center (Walmart Supercenter anchor store) to the south, and U.S. Highway 19 to the east. Operation of this moderately-sized warehouse is not expected to negatively impact property values in the context of similar activity patterns occurring on adjacent properties, and, given the restricted nature of permissible activities under the LDC “warehouse” definition. The value of the subject property itself is expected to be enhanced with the expansion up to the site’s maximum allowable floor area.

**6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.**

*Provisional Findings:* The warehouse will be accessed from Cypress Street which directly feeds into Huey Avenue. There are three additional property access points on this segment of Cypress Street: the Cypress Place Apartments (which has a second access point on East Pine Street to the north), Astro Skate of Tarpon Springs, and Tarpon Square Shopping Center (which has additional access points on East Tarpon Avenue and U.S. Highway 19 North). Given the access network and the low level of new trip generation anticipated for this warehouse use (7.7 trips per day) it is not expected to negatively impact transportation facilities. All other City facilities and services are already serving the existing business and are sufficient to serve this expansion. The applicant will need to extend the water and sewer service to the back of the property to serve the warehouse. Utilities will remain private (master metered) as this is a multiple-tenant property.

**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.**

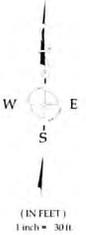
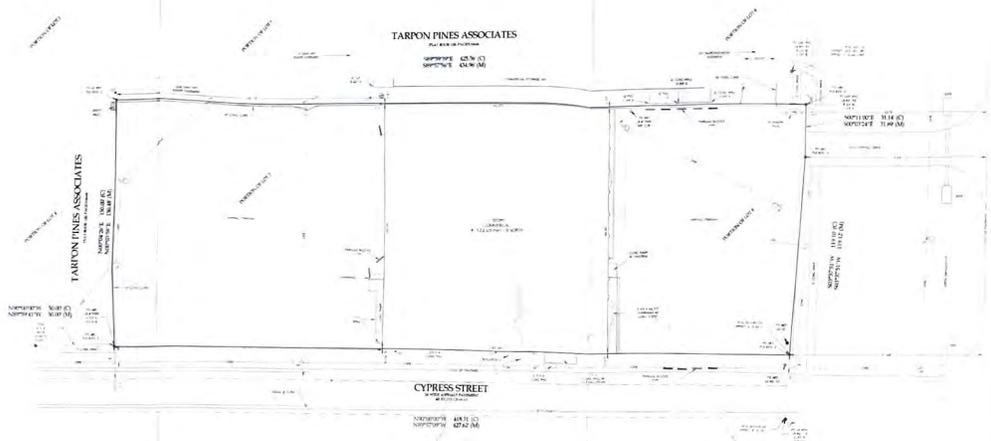
*Provisional Findings:* The proposed conditional use is appropriate for the Highway Business zoning district and serves to expand the viability of this property in an area that is already served by the City.

**PUBLIC CORRESPONDENCE:**

Notices were sent to property owners within 500 feet of the subject property. Staff has not received any responses to these notices.

**ATTACHMENTS:**

1. Staff Presentation
2. Survey
3. Site Plan Concept
4. Draft Resolution 2021-64



**LEGEND:**

- (M) MEASURED
- (C) CALCULATED
- FD FOUND
- WJ WIRE
- IR IRON ROD
- OHF POWER POLE
- YCE OVERHEAD ELECTRIC
- YC YELLOW CAP
- LB LICENSED BUSINESS
- ID IDENTIFICATION
- OW OIL WIRE
- NAD NAIL & DISK
- CLF CHAIN LINK FENCE
- CNC CONCRETE
- EM ELECTRIC METER
- FCM FOUND CONCRETE MONUMENT
- CD CLEAN CUT
- TB TELEPHONE BOX
- LP LEAD PILE
- TIP TYPICAL
- PLS PROFESSIONAL LAND SURVEYOR
- STA STATION
- MES METELED END SECTION
- PVC POLY VINYL CHLORIDE
- WT WITNESS
- COR CORNER
- WM WATER METER
- O.R. OFFICIAL RECORDS
- S.M. SANITARY MANHOLE

**LEGAL DESCRIPTION:**

THE SOUTH 150.00 FEET OF LOTS 7 AND 8, LYING WEST OF U.S. HIGHWAY 19, BLOCK 22, MAP OF THE TOWN OF TARPON SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 76, LESS THAT PORTION SET FORTH IN ORDER OF TAKING RECORDED IN O.R. BOOK 598, PAGE 4, AND THE DEED RECORDED IN O.R. BOOK 612, PAGE 219, FOR ROAD RIGHT-OF-WAY PURPOSES, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**FLOOD PLAIN:**

PER THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 12029, PANEL 805 G, SUBJECT PROPERTY IS LOCATED IN ZONE X, AS REFERENCED TO THE FIRM FLOOD INSURANCE RATE MAP MAP PINELLAS COUNTY, FLORIDA, SEPTEMBER 3, 2001.

**NOTES:**

1. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH.
2. BASIS OF BEARING, THE CENTERLINE OF SURVEY BASELINE OF U.S. HIGHWAY 19 NORTH AS RECREATED FROM THE F.D.O.T. MAPS FOR SECTION 15150-2548, BEING 568°11'18" W.
3. NO UNDERGROUND UTILITIES, UNDERGROUND ENCROACHMENTS OR BUILDING FOUNDATIONS WERE MEASURED OR LOCATED AS PART OF THIS SURVEY UNLESS OTHERWISE SHOWN.
4. THERE IS AN APPARENT 1.00± DISCREPANCY IN THE RIGHT-OF-WAY BETWEEN WHAT IS EXISTING IN THE FIELD AND WHAT IS CALCULATED FROM THE RIGHT-OF-WAY MAP FOR S.R. 37.
5. THIS SURVEY IS BASED ON FOUND MONUMENTATION AND DOES NOT REFLECT OR DETERMINE OWNERSHIP.
6. BOUNDARY RECONSTRUCTED FROM O.R. BOOKS 612, PAGE 219, 622, PAGES 115 AND 2147, PLAT BOOK 120, PAGE 64 AND RIGHT-OF-WAY INFORMATION PROVIDED BY F.D.O.T., STATE JOB NO. 15150-2548.
7. ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE DUE TO REPRODUCTION. THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.
8. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES CERTIFIED TO BELOW FOR THE EXPRESS PURPOSE STATED HEREON AND/OR CONTAINED IN THE CONTRACT BETWEEN CROSSTOWN SURVEYORS, INC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING, AND/OR USING THIS DRAWING IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM CROSSTOWN SURVEYORS, INC. IS STRICTLY PROHIBITED AND DENIES THE SURVEYOR'S CERTIFICATION. SIGNATURE AND SEAL NULL HEREON NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO CROSSTOWN SURVEYORS, INC.

**CERTIFICATIONS:**

TARPON SPRINGS PLAZA, LLC  
ALBRITTON TITLE, INC.  
FIDELITY NATIONAL TITLE INSURANCE COMPANY



1244 Alameda Dr., Suite 1077  
Tampa, FL 33604  
www.crosstownsurveyors.com

**A BOUNDARY SURVEY OF 41522 U.S. HIGHWAY 19 NORTH (STATE RD 55) - PINELLAS COUNTY**

JOB NUMBER	REVISIONS	SECTION	TOWNSHIP	RANGE	SCALE	FIELD DATE	DRAWN BY	FILE NAME	SHEET
12022	—	12	27 S	15 E	1" = 30'	02/09/12	A	12022 US 19	1 OF 1

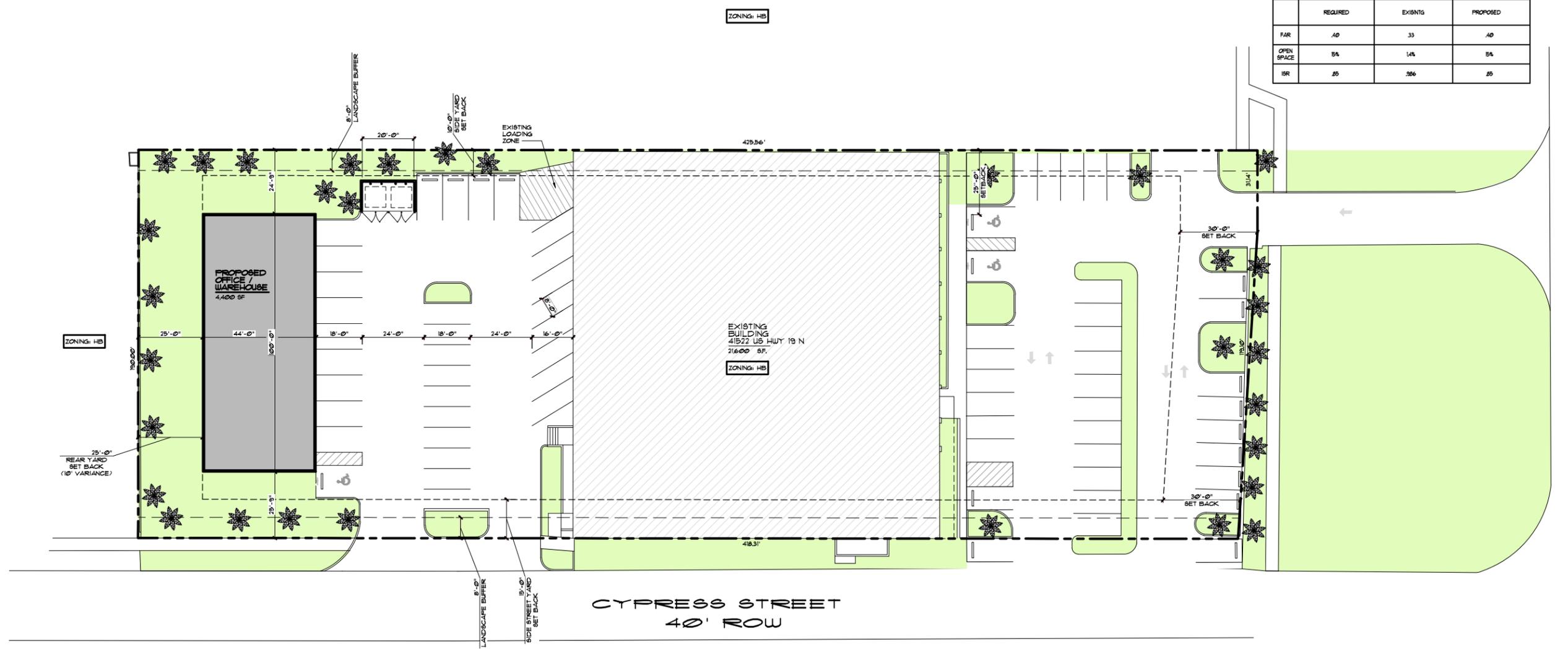
THIS IS A MAP MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES INTO ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES GOVERNING SURVEYING. I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA. I HEREBY CERTIFY THAT I AM THE SURVEYOR OF THIS SURVEY AND THAT I AM NOT PROVIDING THIS SURVEY TO ANY OTHER PARTY WITHOUT MY WRITTEN CONSENT.

DATE: 02/09/12  
SIGNATURE: [Signature]  
TITLE: SURVEYOR

C:\Users\jproctor\Documents\2012\12022\12022.dwg (1/9/12) 1:55:14 PM

PARCEL ID: 12-21-19-00582-022-0701  
 OWNER: TARPON SPRINGS PLAZA LLC  
 PO BOX 1038  
 DUNEDIN, FL 34608  
 SITE ADDRESS: 41522 US HIGHWAY 19 NORTH  
 TARPON SPRINGS, FL 34609  
 ZONING: HB - HIGHWAY BUSINESS DISTRICT  
 SITE AREA: 149 ACRES (65,043 SF +/-)  
 EXISTING BUILDING AREA: 21600 CONDITIONED  
 PROPOSED NEW BUILDING AREA 4,400 SF.  
 PROPOSED TOTAL BUILDING AREA 26,000 SF.  
 FLOOD ZONE: X  
 HEIGHT: MAX HEIGHT 35 FT  
 PARKING:  
 EXISTING RETAIL: 12,800 ÷ 1 PER 250 SF. = 512 SPACES  
 EXISTING WAREHOUSE: 8,800 ÷ 1 PER 1,500 SF. = 5.9 SPACES  
 NEW OFFICE / WAREHOUSE 4,400 ÷ 1 PER 650 SF. = 6.8  
 PARKING REQUIRED = 64 SPACES  
 PARKING SHOWN ON PLAN = 61 SPACES

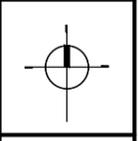
	REQUIRED	EXISTING	PROPOSED
FAR	.40	.33	.40
OPEN SPACE	5%	14%	5%
ISR	.85	.86	.85



REVISIONS	BY

AA-0002921  
 Member of the American Institute of Architects  
 32707 US Hwy. 19 • Palm Harbor, FL 34684  
 Phone 727-751-7225 • Fax 727-751-0523  
 www.oliverarchitects.com

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CONCEPT SITE PLAN  
 SCHEMATIC DESIGN  
 SCHEME J

New Freestanding  
 OFFICE / WAREHOUSE  
 41522 U.S. Highway 19 N.  
 Tarpon Springs, FL  
 Pinellas County

Date: 09. 15. 21  
 Scale: AS NOTED  
 Project Mgr: AC  
 Drawn: MS  
 Job: 21-031

Sheet  
**AS2**

**RESOLUTION NO. 2021-64**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #21-91 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW FOR A WAREHOUSE USE AT 41522 U.S. HIGHWAY 19 NORTH IN THE HIGHWAY BUSINESS (HB) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs has received an application for a Conditional Use to allow for a warehouse use on property located at 41522 U.S. Highway 19 North in the Highway Business (HB) zoning district; and,

**WHEREAS**, Section 25.12 (C) (20) of the Tarpon Springs Code of Ordinances Appendix A, Comprehensive Zoning and 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 December 13, 2021; 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 #21-91 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 #21-91 under Resolution 2021-64, requesting Conditional Use approval to allow a warehouse use at 41522 U.S. Highway 19 North in the Highway Business (HB) zoning district is approved with the following conditions:

1. The conditional use will expire if a Site Plan has not been approved within 12 months of the conditional use approval per Section 209.00(B)(2) of the Land Development Code.

**SECTION 3: EFFECTIVE DATE**

This Resolution shall be effective upon adoption.

DRAFT

# **BURGAN/PAGE**

## **#21-150**

---

Planning and Zoning Board – December 13, 2021

Board of Commissioners – January 11, 2022



# LOCATION & CONTEXT



# SUMMARY OF REQUEST

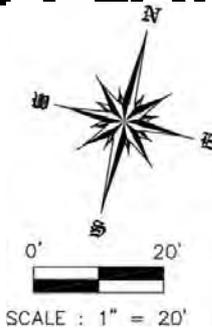
- **#21-150 – Conditional Use – Alternative Dimensional Plan**
  - Property Size: +/- 10,686 sqft.
  - Current Land Use: RM (Residential Medium)
  - Current Zoning: RM (Residential Multifamily)
  - Proposed Use of Property: Single-Family, Detached Residential
    - Seeking approval of alternative dimensional criteria in order to construct a new single-family, detached home on a separate parcel.
    - Proposed Modifications:
      - Lot A (Existing Home Lot):
        - Reduced Minimum Lot Width
      - Lot B (New Lot):
        - Reduced Lot Area
        - Reduced Lot Width
        - Reduced Interior Side Yard Setback
- **Applicant/Property Owner: Melissa Burgan & Terence Page**



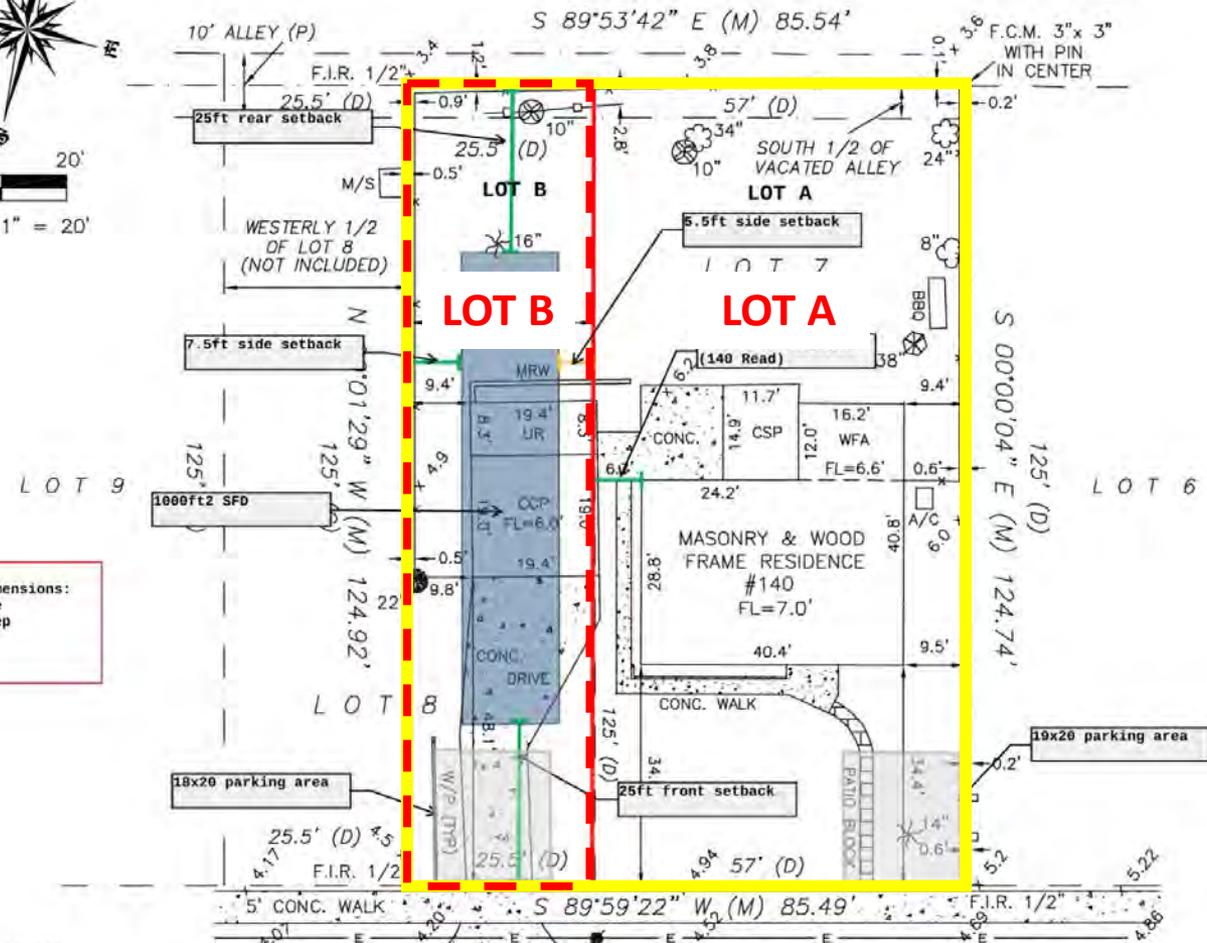
# SITE PLAN

"COCORIS & ALEPANTIS SUBDIVISION"  
PLAT BOOK 21, PAGE 73

SEC. 12, TWP. 27 S., RGE. 15  
Pinellas County, Florida  
DWG 21046A  
JOB 21046A



**LOT B Dimensions:**  
28ft wide  
125ft deep  
3500ft<sup>2</sup>



**LEGEND:**

- 3' WOOD FENCE
- 6' WOOD FENCE
- x— 4' CHAIN LINK FENCE
- E— OVERHEAD UTILITY WIRES

**READ STREET**



# ALTERNATIVE DIMENSIONAL PLAN

- LDC Section 25.05(D)(2)**  
 Residential projects in the RM zoning district may request an alternative dimensional plan whereby the zoning dimensional criteria may be modified to:
  - Accommodate *unique residential projects*, or
  - Located on *unusual or difficult* project sites
- Conditional Use/Compatibility Review**
  - Scale, mass, intensity, size, height, style, and aesthetics
  - Preserves the character of the adjacent neighborhood and/or community
- Proposed Alternate Dimensional Plan:**

	RM Standard	Proposed Lot A	Proposed Lot B
Min. Lot Area	7,000 sqft	7,168 sqft	<b>3,500 sqft</b>
Min. Lot Width	60 ft	<b>57.49 ft</b>	<b>28 ft</b>
Min. Side Yard Setback	7.5 ft	Left: 7.5 ft Right: 9.5 ft	Left: 7.5 ft <b>Right: 5.5 ft</b>



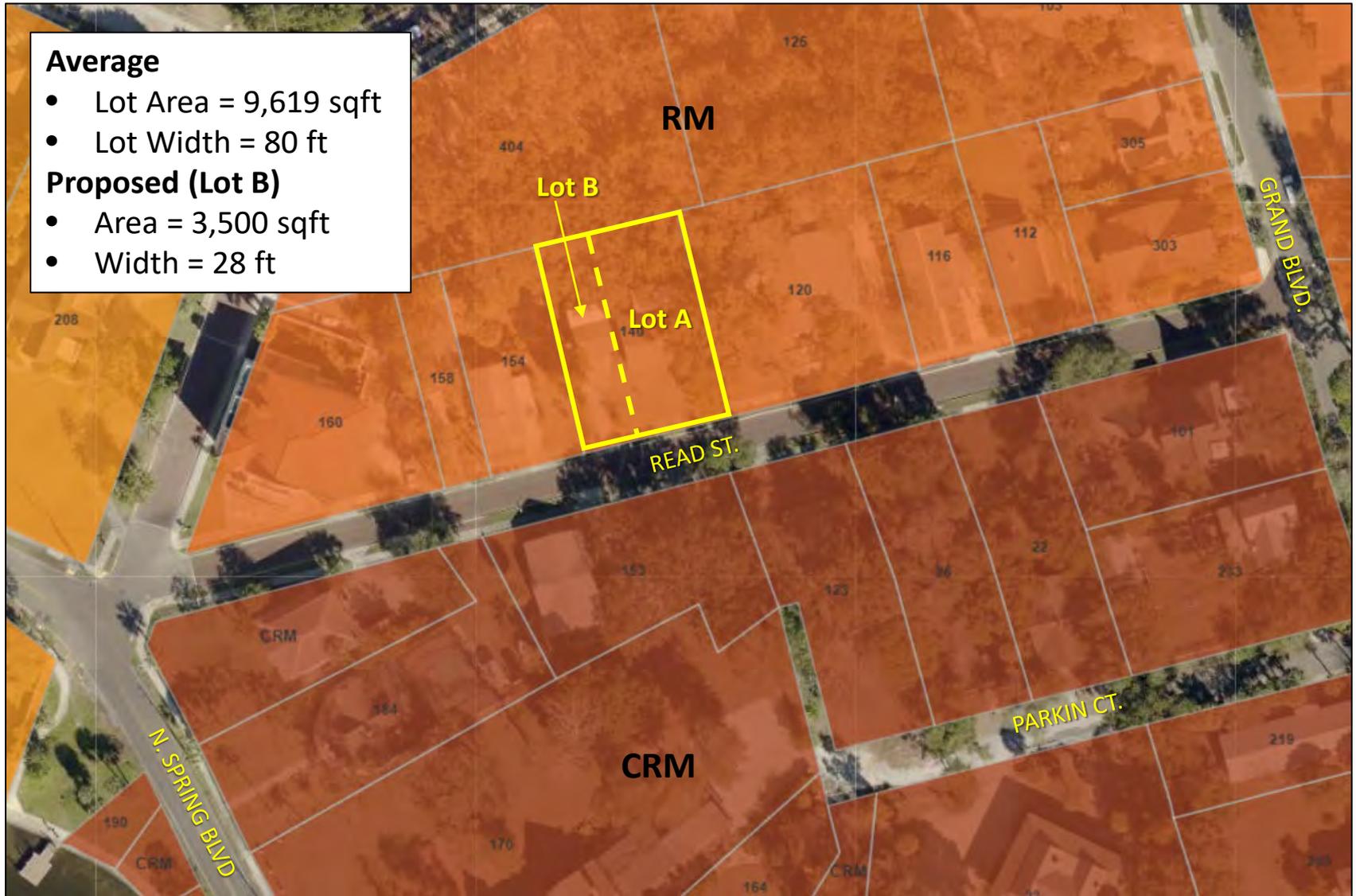
# NEIGHBORHOOD CONTEXT

## Average

- Lot Area = 9,619 sqft
- Lot Width = 80 ft

## Proposed (Lot B)

- Area = 3,500 sqft
- Width = 28 ft



# PLANNING CONSIDERATIONS

- **Location**

- Historic District
  - Existing Home designated as a Contributing Structure
  - HPB approval for all new construction or expansions of the existing structure
- Flood Zone AE-9
  - FEMA Requirements for New Construction
  - Remodeling of Existing Structure Exempt from FEMA requirements

- **Neighborhood Context**

- Built 1910s-1920s
- Craftsman Architectural Style
  - Typically, narrower front elevations and longer depths
- Existing Home:
  - Built 1959
  - Vernacular Style
- Proposed Home:
  - Shotgun-style, craftsman
  - More in context w/neighborhood & will not disrupt the historic massing along Read Street



# REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code.** Although RM district provides the opportunity to request an alternate dimensional plan, it is intended to be utilized to permit unique residential projects that typically cannot conform to traditional zoning regulations. The proposed project results in the creation of a nonconforming lot for a single dwelling unit.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** The immediate neighborhood is primarily single-family, detached homes. Although the project results in a lot that is smaller than the average lot, the proposed new home will be in character with the surrounding building types and massing, rather than expanding the existing structure to create an additional unit.
- 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.** This property is in the Historic District and the existing home is a contributing structure. Any new construction would require HPB approval. The property is not located on an environmentally sensitive site.



# REVIEW CRITERIA – CONDITIONAL USE

- 5) **The use will not adversely affect adjoining property values.** The proposed project is not expected to adversely impact the surrounding property values. Although the new lot will result in an additional unit, the overall density is lower than what would be permitted on the site and elsewhere in the district.
- 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 project represents efficient and orderly development because it is located within the existing city limits and is served by existing infrastructure.



# PRELIMINARY STAFF RECOMMENDATION

**#21-150 – *Denial*** of Resolution 2021-65 to allow for an alternative dimensional criteria.

Although the proposed project would be compatible with the surrounding neighborhood, it is staff's opinion that this provision is intended to be utilized to permit unique, residential projects that typically cannot conform to traditional zoning regulations and not to allow for the creation of nonconforming lots that only accommodate a single dwelling unit.

**Public Notice Provided** – 3 written responses were received.

# PLANNING & ZONING BOARD RECOMMENDATION

The Planning and Zoning Board held a public hearing on this application at their regular meeting of December 13, 2021. The Board unanimously recommended ***denial*** of Resolution 2021-65.





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS**  
**[DECEMBER 13, 2021 / JANUARY 11, 2022]**

**STAFF REPORT**

**Application No. / Project Title:** #21-150 (Burgan-Page)  
**Staff:** Allie Keen, AICP, Senior Planner  
**Applicant / Owner:** Melissa Burgan & Terence Page  
**Property Size:** +/- 10,686 square feet  
**Current Zoning:** RM (Residential Multifamily)  
**Current Land Use:** RM (Residential Medium)  
**Location / Parcel ID:** 140 Read Street / 12-27-15-15228-000-0070

**BACKGROUND SUMMARY:**

The applicant is requesting conditional use approval to allow for alternative dimensional criteria within the RM (Residential Multifamily) zoning district, for the purpose of constructing a new single-family detached home on a separate parcel. The applicant is seeking the following alternative dimensions:

- Lot A – Existing Home Lot
  - Reduced Minimum Lot Width from 60 feet to 57.49 feet
- Lot B – Proposed New Lot
  - Reduced Minimum Lot Area from 7,000 square feet to 3,500 square feet
  - Reduced Minimum Lot Width from 60 feet to 28 feet
  - Reduced Interior Side Yard Setback from 7.5 feet to 5.5 feet

All other minimum dimensional standards for the RM zoning district will be met.

**PRELIMINARY STAFF RECOMMENDATION:**

Based on the information available at the time this report was prepared, staff would recommend *denial* of Resolution 2021-65 to allow for alternative dimensional criteria.

Although the proposed project would be compatible with the surrounding neighborhood, it is staff’s opinion that the alternative dimensional plan provision of the RM zoning district is intended to be utilized to permit unique, residential projects that typically cannot conform to traditional zoning regulations and not to allow for the creation of nonconforming lots that only accommodate a single dwelling unit.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board, with four (4) Board members in attendance, held a public hearing on this application at their regular meeting of December 13, 2021. The Board unanimously recommended denial of Resolution 2021-65.

**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Single-Family Residential
<b>Site Features:</b>	Single-Family Home, Detached Garage, Driveway, & Landscaping



<b>Flood Hazards:</b>	Flood Zone AE-9 (Historic, Contributing Structure – FEMA requirements do not apply to remodeling to existing structure)
<b>Vehicle Access:</b>	This property gains access from Read Street.

**SURROUNDING ZONING & LAND USE:**

	<b>Zoning:</b>	<b>Land Use:</b>
<b>North:</b>	RM (Residential Multifamily)	RM (Residential Medium)
<b>South:</b>	CRM (Conditional Residential Mix)	RU (Residential Urban)
<b>East:</b>	RM (Residential Multifamily) CRM (Conditional Residential Mix)	RM (Residential Medium) RU (Residential Urban)
<b>West:</b>	RM (Residential Multifamily) CRM (Conditional Residential Mix)	RM (Residential Medium) RU (Residential Urban)

**PLANNING CONSIDERATIONS:**

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The subject property is currently developed with a single-family, detached home. The applicant is proposing to split the existing lot in order to construct an additional single-family, detached home on a new separate parcel. The applicant is requesting conditional use approval of an alternative dimensional plan to allow for the new lot to be created and developed with the new home.
2. Per Land Development Code (LDC) Section 25.05(D)(2), residential projects within the RM zoning district may request an alternative dimensional plan whereby the zoning dimensional criteria (excluding height and minimum net floor area) may be modified to accommodate unique projects that do not conform to the traditional zoning dimensional criteria, or those developments located within unusual or difficult project sites. The alternative dimensional criteria require conditional use review for compatibility. When reviewing for compatibility, scale, mass, intensity, size, height, style, and aesthetics shall be considered. This list of factors is not exclusive, and the reviewing body may consider other relevant factors in making a compatibility determination. The use, to be compatible, shall be found to preserve the character of the adjacent neighborhoods and/or community.
3. The alternative dimensional criteria provision is intended to encourage unique residential projects within the RM zoning district on unusual or difficult project sites. Providing an option to alleviate some of the dimensional standards established in Land Development Code provides opportunities to build non-traditional residential projects on existing lots within the City that may otherwise be challenging to develop. The proposed project only results in the creation of a nonconforming lot for the purpose of constructing a single dwelling unit.
4. The following table outlines the applicable dimensional standards of the RM district and the applicant’s proposed dimensional standards. The standards emphasized in ***bold italic*** indicate the requested modifications:

<b>Dimensional Standard</b>	<b>RM Requirement</b>	<b>Proposed (Lot A – Existing Home Lot)</b>	<b>Proposed (Lot B – Proposed New Lot)</b>
Min. Lot Area (Sqft)	7,000	7,168	<b><i>3,500</i></b>
Min. Lot Width (Ft)	60	<b><i>57.49</i></b>	<b><i>28</i></b>
Min. Lot Depth (Ft)	80	125	125
Front Yard Setback (Ft)	20	34.4	25
Side Yard Setback (Ft)	7.5	Left: 7.5/Right: 9.5	Left: 7.5/ <b><i>Right: 5.5</i></b>
Rear Yard Setback (Ft)	15	47	25



5. The subject property is in the Residential Medium future land use category, which permits a maximum of 15 dwelling units per acre. Based on the 10,686 square foot property size, a maximum of 4 dwelling units would be allowed by right. Approval of this request would result in a total of 2 dwelling units.
6. The properties along the northside of Read Street are zoned RM, and the properties along the southside are zoned CRM (Conditional Residential Mix). Although these two zoning districts allow for a range of residential building types, this neighborhood is primarily comprised of single-family, detached homes. Most of these homes were built in the 1910s-1920s and have a craftsman architectural style. Further, these historic homes for the most part have narrower front elevations and longer depths. The applicant has indicated that in lieu of expanding the front elevation of the existing structure to accommodate a second unit, would be out of character with the historic neighborhood and would likely disrupt the historic massing of the building. The applicant is proposing to construct a shotgun-style craftsman home with a front porch on the new lot.
7. The site is in the city’s Historic District and the existing home is designated as a contributing structure that was built in 1959. Any additions to the existing home or new construction on site would require Heritage Preservation Board review and approval.
8. The following table summarizes the approximate lot widths and lot areas of the properties fronting Read Street:

<b>Location</b>	<b>Lot Area (+/- Sqft)</b>	<b>Lot Width (+/- Ft)</b>
140 Read St (Subject Site)	10,686	86
160 Read St	14,217	156
158 Read St	3,240	27.5
154 Read St	6,840	57
120 Read St	14,250	114
116 Read St	6,840	57
112 Read St	6,250	50
22 Parkin Ct	10,092	58
26 Parkin Ct	10,092	58
123 Read St	11,106	70
153 Read St	12,196	148
<b>Average</b>	<b>9,619</b>	<b>80</b>
<b>Proposed Lot B (New Lot)</b>	<b>3,500</b>	<b>28</b>

The proposed new lot will be smaller in both area and lot width in comparison to the average lot area and width along Read Street. However, there is one existing lot on Read Street that is comparable to what is proposed and is developed with a similar shotgun-style home, which was built in 1920.

9. This property is in flood zone AE-9, which would require any new construction to meet FEMA requirements. However, any remodeling of the existing structure would be exempt from FEMA requirements because the structure is a designated contributing-historic structure.

**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:* With the exception of the requested modifications, the project will meet all other applicable standards of the Land Development Code. Although the RM zoning district provides the opportunity to request an alternative dimensional plan, it is intended to be utilized to permit unique



residential projects that typically cannot conform to traditional zoning regulations. The proposed project results in the creation of a nonconforming lot for a single residential unit.

**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 immediate neighborhood is primarily comprised of single-family, detached homes. Although the project results in a lot that is smaller than the average lot in the immediate neighborhood, the proposed new home will be in character with the surrounding neighborhood. Further, the proposed detached, single-family dwelling would be more compatible with the surrounding building types and massing, rather than expanding the existing structure to accommodate an additional dwelling unit, which would be permitted in the RM zoning district.

**3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.**

*Provisional Findings:* The proposed project is consistent with the goals, objectives, and policies of the City's Comprehensive Plan and the proposed additional unit is permitted by the property's Residential Medium future land use designation.

**4. The conditional use will not result in significant adverse impacts to the environment or historical resources.**

*Provisional Findings:* This property is located within the Historic District and the existing home is a contributing structure. Any new construction on site would require Heritage Preservation Board review and approval. The Board would review the proposed building design for consistency with the Historic District Design Guidelines. The property is not located on an environmentally sensitive site.

**5. The conditional use will not adversely affect adjoining property values.**

*Provisional Findings:* The proposed project is not expected to adversely impact surrounding property values. Although the new lot will result in an additional dwelling unit, the overall density is lower than what would be permitted on the subject site and elsewhere in the district. The proposed single-family home would be compatible with the existing single-family residential neighborhood.

**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 facilities 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 project represents efficient and orderly development because it is located within the existing city limits and is served by existing infrastructure. The City does not expect to incur any costs in providing public facilities to this site.



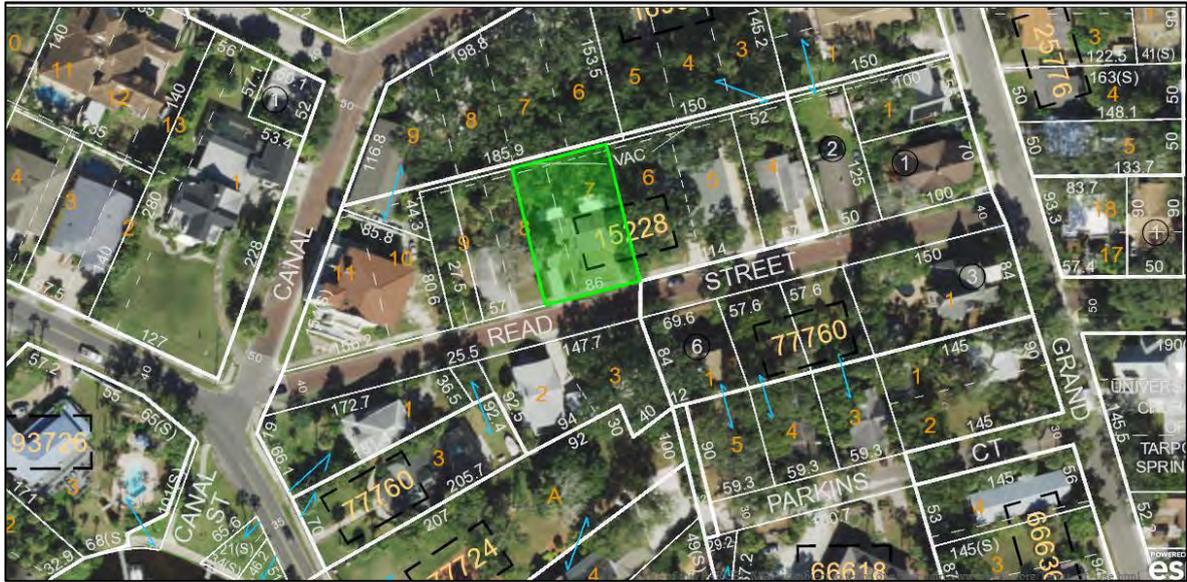
**PUBLIC CORRESPONDENCE:**

Notices were sent to property owners within 500 feet of the subject property. *Staff received 3 written responses which have been included in the backup materials.*

**ATTACHMENTS:**

1. Staff Presentation
2. Alternative Dimensional Proposal
3. Site Plan & Survey
4. Draft Resolution 2021-65
5. Public Comments

# Alternative Dimensional Criteria Review Proposal



140 Read Street  
Tarpon Springs FL 34689

November 2021

Prepared on behalf of  
Melissa Burgan & Terence Page by:  
**Small Fish**  
[www.smallfish.org.uk](http://www.smallfish.org.uk)



**SMALL FISH**  
LAND USE | PLANNING | DEVELOPMENT

## 1 Background

### 1.1 Introduction

This report accompanies an application for an alternative dimensional criteria review to relax the minimum lot area, lot width and right side setback to enable a new single family detached house to be built and split off into a separate parcel from 140 Read Street.

The Applicants seek this review to enable them to build a 15ft wide by 75ft deep (including 8ft front porch) approximately 1,000ft<sup>2</sup> two-bedroom, two-bathroom “shotgun-style” dwelling in the Craftsman design vernacular, as shown in **Appendix A** (please note these plans have yet to show the flood elevation required and be finalized).

### 1.2 Site Description

The subject property lies on the northern side of Read Street in the Craig Park area of Tarpon Springs (Parcel No. 12-27-15-15228-000-0070). The property measures 85.49ft wide x 125ft deep, with an area of approximately 10,686ft<sup>2</sup> or 0.245 acres. It has a gradual slope of approximately 1.1ft from east to west, sitting 4.9ft AOD at its lowest point along the western boundary. The site currently hosts a mid-century brick ranch house of 1,340ft<sup>2</sup> which is in good condition both internally and externally, but both the house and the wider site are underutilized relative to the zoning and density allowances.

### 1.3 Future Land Use & Density

The Tarpon Springs Future Land Use Map identifies 140 Read St as Residential Medium. The density for this land use category is up to 15 units per acre. The site area is approximately 10,686ft<sup>2</sup> or 0.245 acres, which equates to an allowable density within the site of 3.675 units. The City of Tarpon Springs allows for proportional fractions to be rounded to the nearest whole number<sup>1</sup>. As a result, the allowable density on the site is understood to be four (4) units.

### 1.4 Zoning

The site is part of a small cluster zoned as Residential Multifamily (RM) as shown in **Appendix B**. In this area, this zoning designation applies only to the northern side of Read Street and the southern side of Canal Street and continues to the east of Grand Blvd.

The purpose of the RM district is as follows:

*“The Residential Multifamily District is established to provide for multifamily dwellings at a mix of densities, limited by the parcel's designation on the City's Future Land Use Map Series, and allow for other uses generally compatible with the character and intensity of multifamily dwellings.”*

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<sup>1</sup> Tarpon Springs Municipal Code § 23.01(A): Maximum density shall be expressed in terms of number of dwelling units per gross residential acre. In determination of the maximum number of units to be allowed, any proportional fraction thereof shall be the nearest whole number.

## 1.5 Permitted Uses

The Tarpon Springs Municipal Code sets out the following as permitted land uses in the RM zoning district<sup>2</sup>:

- (1) Community Assembly
- (2) Emergency Service Facilities
- (3) Family Care Homes (Not within 1,000 feet of a pre-existing Family Care Home)
- (4) Multifamily Dwellings
- (5) Single Family Attached Dwellings
- (6) Single Family Detached Dwellings
- (7) Single Family Semi-Detached Dwellings
- (8) Two Family Dwellings

## 1.6 Conditional Uses

Additionally, owners also have the ability to apply to the City of Tarpon Springs for a conditional use permit for the following uses<sup>3</sup>:

- (1) Boarding Homes
- (2) Community Residential Homes
- (3) Congregate Care Facilities
- (4) Day Care Centers
- (5) Day Care Homes
- (6) Emergency Shelters, Residential Treatment Facilities, and Recovery Homes
- (7) Family Care Homes (Within 1,000 feet of a pre-existing Family Care Home)
- (8) Home Occupations (Pursuant to Sections 51.00 through 51.03 of this Code)
- (9) Hospitals
- (10) Libraries, Museums, Galleries, Cultural Centers and similar uses
- (11) Light Utility Service
- (12) Lodging Facilities
- (13) Nursing Homes
- (14) Private Clubs including Yacht Clubs
- (15) Schools of General Education
- (16) Schools of Special Education
- (17) Tourist Home

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<sup>2</sup> Tarpon Springs Municipal Code § 25.05(B)

<sup>3</sup> Tarpon Springs Municipal Code § 25.05(C)

## 1.7 Dimensional Standards

The dimensional standards for new residential development within the RM zoning district are shown in **Figure 2** below.

**Figure 1: Dimensional Standards for Permitted Uses<sup>4</sup>**

	Single Family Detached <sup>5</sup>	Single Family Attached	Single Family Semi-Detached	Two-Family <sup>5</sup>	Multi-Family
Min Lot Area (ft <sup>2</sup> )	7,000	2,000	2,000	10,000	10,000
Min Lot Width (ft.)	60	20	20	80	80
Min Lot Depth (ft.)	80	100	100	90	90
Height (ft.)	35	35	35	35	45
Front (ft.)	20	20	20	25	25
Side (ft.)	7.5	7.5	7.5	7.5	20
Rear (ft.)	15	15	15	20	20
Min Floor Area (ft <sup>2</sup> )	1,000	900	1,000	600	600

In addition to the above dimensional standards, the RM zoning district also allows for alternative dimensional criteria review, which provides even further flexibility within this district for future development. This means residential projects may request an alternative plan review whereby the dimensional criteria set out above (excluding height and minimum net floor area) may be modified to accommodate unique or unusual projects that do not conform to the traditional zoning dimensional criteria or those developments located within unusual or difficult project sites. The procedure is as follows<sup>6</sup>:

*“The alternative dimensional plan shall require a Conditional Use review for compatibility, in addition to any other site plan review process required by this Code. When uses under this Code Section are evaluated for compatibility such factors as scale, mass, intensity, location, size, height, style and aesthetics shall be taken into account. This list of factors to be considered is not exclusive and the reviewing body may consider other relevant factors in making a compatibility determination. The use, in order to be compatible, shall be found to preserve the character of the adjacent neighborhoods and/or community.”*

The current proposal is considered a unique and usual project that does not conform to the traditional dimensional criteria due to the site’s shape and layout and therefore an alternative dimensional criteria review is sought.

<sup>4</sup> Tarpon Springs Municipal Code § 25.04(D)

<sup>5</sup> as provided by the R-70 District Tarpon Springs Municipal Code § 25.03(F)(6)

<sup>6</sup> Tarpon Springs Municipal Code § 25.05(D)(2)

## 2 Alternative Dimensional Criteria Review: Proposal

The alternative dimensional plan requested is shown in **Appendix C** and would allow for the land to be split into two separate parcels – Lot A and Lot B.

Lot A would retain the existing dwelling and would only require relaxation in the minimum lot width from 60ft to 57.49ft. It is worth noting that proposed Lot A is very near to the original platted lot lines for the original lot in the subdivision (CHEYNEY'S, J.K. SUB LOT 7).

For Lot B, the following dimensional review is sought:

- Relaxation of the minimum lot area from 7,000 ft<sup>2</sup> to 3,500 ft<sup>2</sup>
- Relaxation of the minimum lot width from 60ft to 28ft
- Relaxation of the interior side setback from 7.5ft to 5.5ft

All other dimensional standards for single-family detached dwellings within the RM zoning classification will be met, as shown in **Figure 2** below.

**Figure 2: Comparison of Alternative Dimensional Review Proposal to Single Family Detached Dimensional Standards**

	Single Family Detached	Alternative Dimensional Plan Proposed	Relaxation Sought (LOT B)
Min Lot Area (ft <sup>2</sup> )	7,000	3,500	-3,500
Min Lot Width (ft.)	60	28	-32
Min Lot Depth (ft.)	80	125	None
Height (ft.)	35	>25 <sup>7</sup>	None
Front (ft.)	20	25	None
Side (ft.)	7.5	Left: 7.5/Right: 5.5	Left: None/Right:-2.5ft
Rear (ft.)	15	25	None
Min Floor Area (ft <sup>2</sup> )	1,000	1,000	None

Although the three dimensional aspects sought for relaxation (area, width and right side setback) may seem significant in comparison to single-family detached dimensional standards, it is worth noting that the RM zoning classification also allows for both single-family attached dwellings and single-family semi-detached dwellings as well. When compared against the dimensional standards for these categories, the proposed alternative dimensional plan exceeds these dimensional standards, as shown in **Figure 3**.

<sup>7</sup> Including flood elevation

**Figure 3: Comparison of Alternative Dimensional Review Proposal to Single Family Attached/Semi-Detached**

	Alternative Dimensional Plan Proposed	Single-Family Attached/Semi-Detached	Benefit of Proposed vs. Attached/Semi-Detached Standard
Min Lot Area (ft <sup>2</sup> )	3,500	2,000	+1,500
Min Lot Width (ft.)	28	20	+8
Min Lot Depth (ft.)	125	100	+25
Height (ft.)	>20	35	None
Front (ft.)	25	20	+5
Side (ft.)	7.5/5.5	7.5/0	None/+5.5
Rear (ft.)	25	15	+10
Min Floor Area (ft <sup>2</sup> )	1,000	900/1,000	+100/0

As shown in the table above, it appears the Applicants would be allowed to construct a single-family attached/semi-detached home similar to that proposed (provided it shared a common wall with the existing dwelling), without the need to seek additional approvals from the City of Tarpon Springs other than from the Heritage Preservation Board and a building permit.

However, there are no other attached or semi-detached homes on Read Street and therefore the construction of an attached/semi-detached single-family dwelling, although fully allowable under current zoning rules, would be out of keeping with the character and spacing of the existing neighborhood. This is particularly important given the context of the site’s location within the Historic District.

In particular, the existing dwelling is wide with a very plain and homely front elevation with a low ridge gable end roof structure. Despite being a contributing structure, it is lacking in architectural detail and merit, having been built in the late 1950s. The surrounding properties on Read Street (with the exception of that to the immediate east which was built in 2017 using a Craftsman design vernacular) are either Victorian or Craftsman properties, each unique and with an abundance of architectural detailing showcasing their appropriate architectural periods. These dwellings have, for the most part, narrower elevations and longer depths than the subject property.

Extending the existing dwelling to create a single-family semi-detached dwelling is only possible to the west, so would make the front elevation even wider, which would be less appropriate to the context of the historic district and the street scene on Read Street than a new, separate detached dwelling. Such an addition would also likely disrupt the historic massing of the existing building and read as bloated within a street scene of predominantly narrower buildings.

While the newer dwelling to the east (120 Read St) has a longer front elevation than the subject property, this is effectively broken up by differing step-backs along the front elevation, with no one length going unbroken for longer than 25ft. The neighboring dwellings to the west are 20-22ft wide. By contrast 140 Read Street currently suffers from

one long, flat 40ft front elevation. A side addition to create a single-family attached dwelling would likely exacerbate this issue.

By contrast, the proposed single-family detached dwelling would be fully in keeping with the existing character of the neighborhood, and the different setback and spacing would create a richer texture within the street scene than would a side addition, particularly when considered against the residential parcels to the immediate west of the site. Although it is understood that these neighboring houses are historic and therefore built before the current Municipal Code and zoning ordinances were in place, 154 Read Street also contains a long narrow dwelling on a lot that does not meet existing dimensional standards for side setbacks, front setback or minimum lot area. More similarly, 158 Read Street (Parcel No. 12-27-15-15228-000-0090) lies on a similar plot although in a less favorable position within the site than that proposed at 140 Read Street. That site also contains a small, narrow dwelling on a plot measuring 27ft wide by 120 ft. deep, or 3,240ft<sup>2</sup>. It appears to have only a 5ft left side setback and a 0ft right side setback.

In summary, the proposal would create something that would give the impression of having evolved organically within the historic context of the neighborhood, much more so than a side extension on the already overly wide existing dwelling would. The result of either approach is, of course, a single-family dwelling with the potential for separate ownership.

There is a significant demand in Tarpon Springs for single-family detached houses, especially those of a smaller size that is likely to be more affordable for first time and median-income home buyers. The proposal would help to meet this demand on brownfield land that is currently redundant and not needed for the existing dwelling at 140 Read Street.

Although the density is acceptable, the unique configuration of the existing dwelling and lot shape would require the relaxation in dimensional standards sought to enable an additional single-family detached dwelling to be built on the site.

### **3 Other Development Considerations**

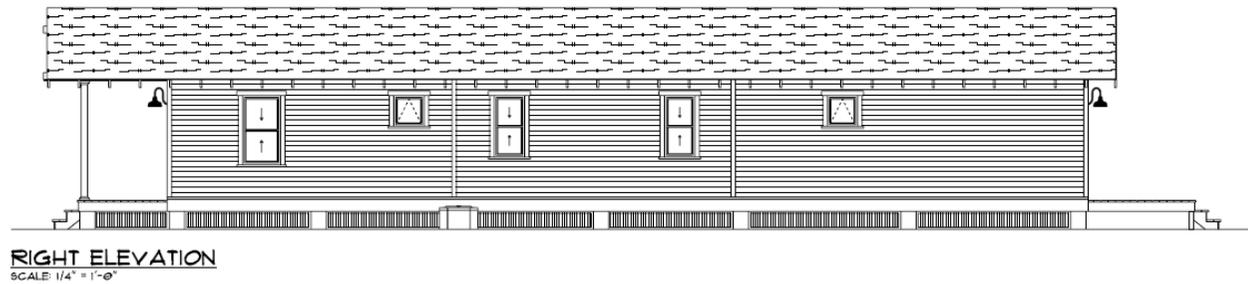
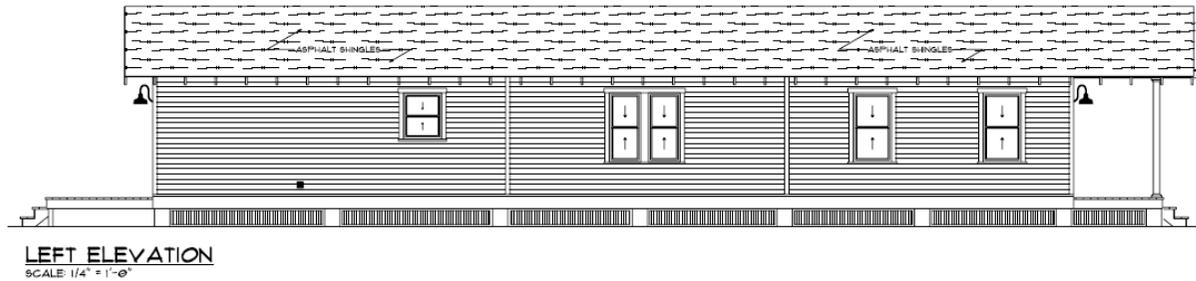
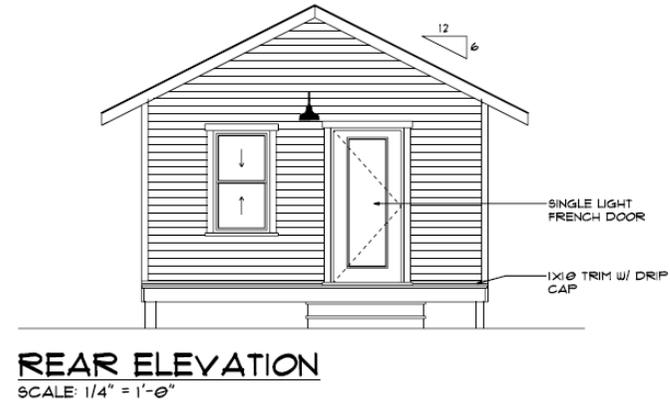
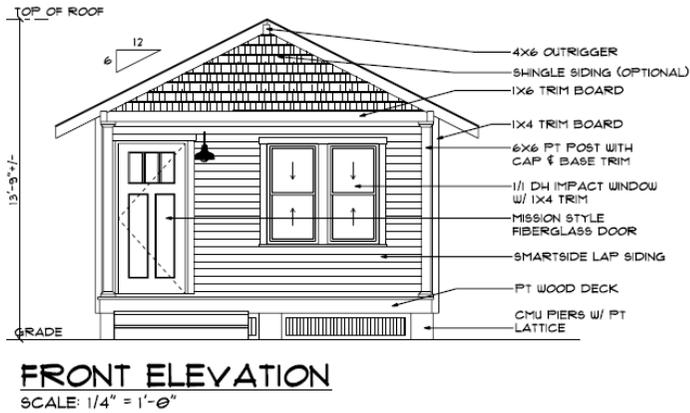
#### **3.1 Heritage**

The site lies within the Tarpon Springs Historic District. It is therefore understood that if the proposed alternative dimensional plan is approved, permission will still be required relating to the specific design for the proposed single-family dwelling from the Heritage Preservation Board prior to obtaining a building permit.

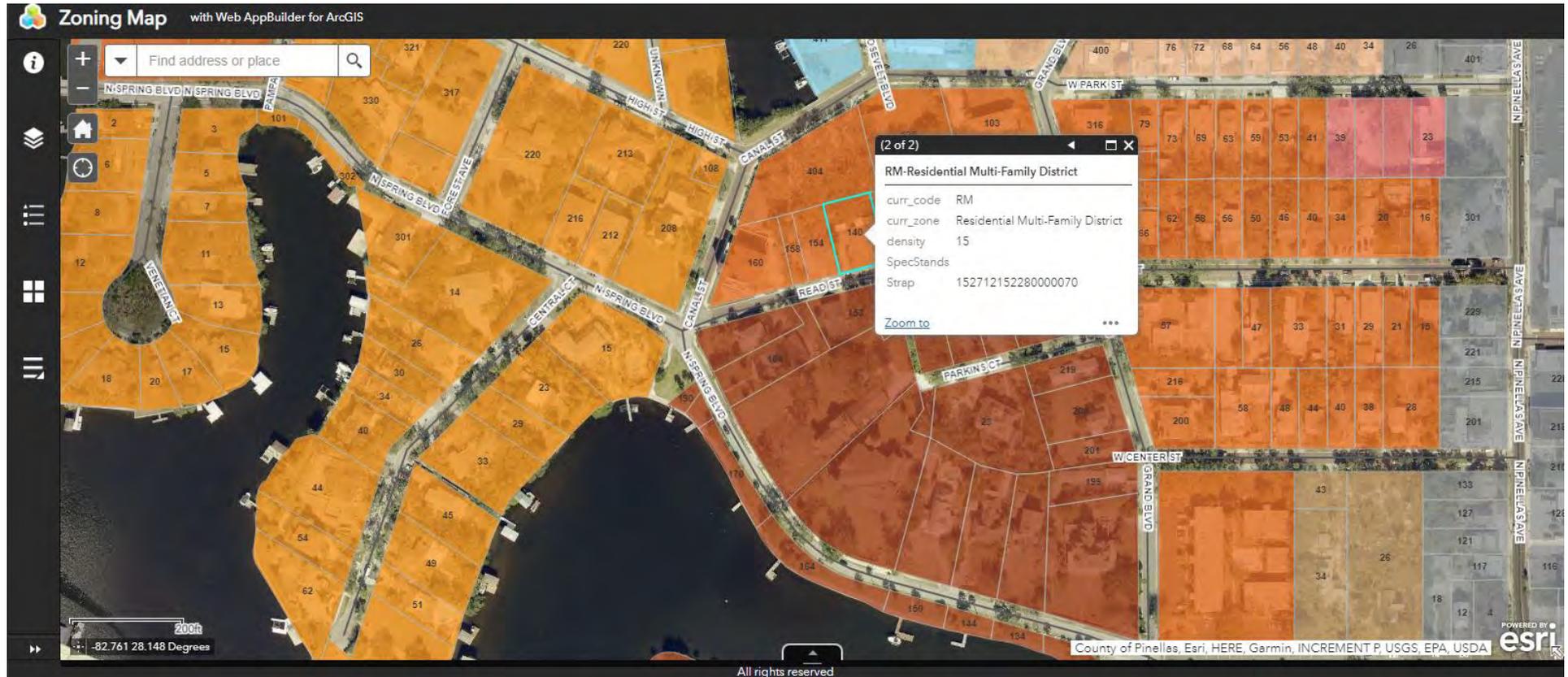
#### **3.2 Flood Zones**

The site slopes downward slightly from 6.0ft AOD to 4.9ft AOD. It lies within FEMA flood zone AE-10 and therefore it is understood that the proposed development will likely require elevation in accordance with FEMA rules to mitigate potential flood risk.

### Appendix A: Proposed Exterior Design



## Appendix B: Zoning Map





**RESOLUTION NO. 2021-65**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #21-150 REQUESTING CONDITONAL USE APPROVAL TO ALLOW FOR ALTERNATIVE DIMENSIONAL CRITERIA WITHIN THE RM (RESIDENTIAL MULTIFAMILY) ZONING DISTRICT, FOR THE PURPOSE OF SPLITTING THE EXISTING LOT INTO TWO LOTS AND CONSTRUCTING A SINGLE-FAMILY, DETACHED DWELLING ON THE NEW LOT, LOCATED AT 140 READ STREET; 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 alternative dimensional criteria within the RM (Residential Multifamily) zoning district; and,

**WHEREAS**, the Land Development Code provides the opportunity within the RM zoning district to request an alternative dimensional plan through the conditional use process, whereby the zoning dimensional criteria may be modified to accommodate unique residential projects that do not conform to the traditional zoning dimensional criteria, or those developments located within unusual or difficult project sites; and,

**WHEREAS**, requests for alternative dimensional plans shall be reviewed for compatibility, where factors such as scale, mass, intensity, size, height, style, and aesthetics shall be considered; and,

**WHEREAS**, the proposed alternative dimensional plan results in the creation of a new lot for the purpose of constructing a new single-family, detached home; and,

**WHEREAS**, the modified dimensions include reduced lot area, width, and interior side setback for the new lot, and a reduced lot width for the remaining lot, as shown in Exhibit A; and,

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of December 13, 2021; 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 #21-150 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 #21-150 under Resolution 2021-65, requesting Conditional Use approval to allow an alternative dimensional plan, as outlined in Exhibit A, located at 140 Read Street is approved.

**SECTION 3: EFFECTIVE DATE**

This Resolution shall be effective upon adoption.

DRAFT

**EXHIBIT A -  
RES. #2021-65**

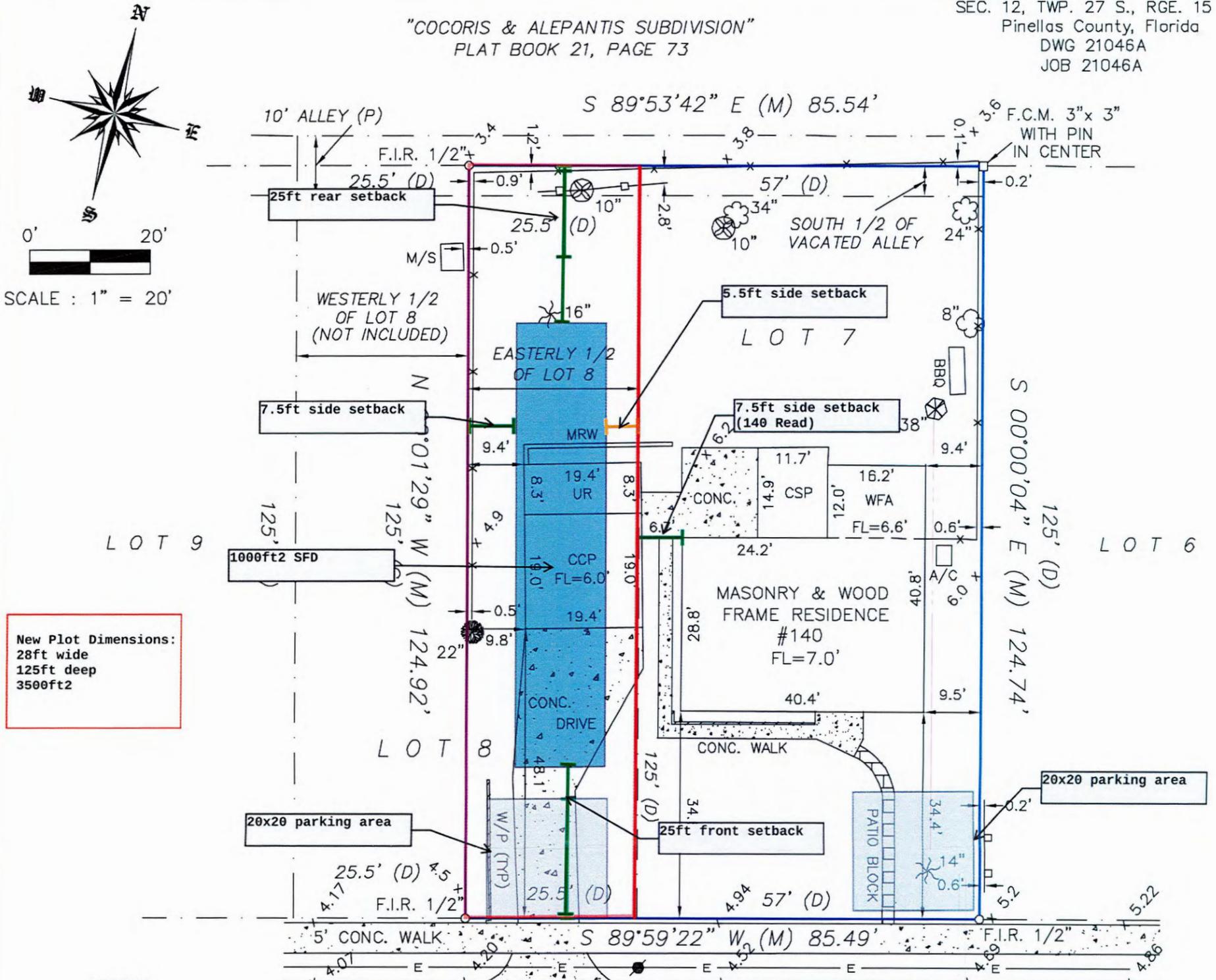


**DON ARMSTRONG LAND SURVEYING, LLC**

FAST AND ACCURATE SERVICE SINCE 1994  
2187 NORTH GREEN RIDGE PLACE - PALM HARBOR, FL 34683  
OFFICE: (727) 772-8134 - EMAIL: SKYDOGG55@GMAIL.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION #7609

SEC. 12, TWP. 27 S., RGE. 15 E.  
Pinellas County, Florida  
DWG 21046A  
JOB 21046A

"COCORIS & ALEPANTIS SUBDIVISION"  
PLAT BOOK 21, PAGE 73



**New Plot Dimensions:**  
28ft wide  
125ft deep  
3500ft<sup>2</sup>

**LEGEND:**

- 3' WOOD FENCE
- 6' WOOD FENCE
- × 4' CHAIN LINK FENCE
- OVERHEAD UTILITY WIRES
- OAK TREE
- ⊗ PALM TREE
- PINE TREE
- ✱ MANGO TREE
- ⊗ LOQUAT TREE
- UNKNOWN TYPE TREE
- WOOD UTILITY POLE

**Legal Description:**

Lot 7 and the East 1/2 of Lot 8 and the South 1/2 of vacated alley on North, J.K. CHEYNEY'S SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 3, Page 16, of the Public Records of Pinellas County, Florida.

CERTIFIED TO: MELISSA BURGAN & TERENCE PAGE

**SURVEYOR'S REPORT:**

- 1) Horizontal and Vertical Datum shown on this Map of Survey has been measured to an estimated positional accuracy of 0.10 Feet unless otherwise shown hereon.
- 2) Horizontal Datum shown on this Map of Survey is based upon the Northerly R/W of Read Street being S 89°59'22" W (Assumed).
- 3) Vertical Datum shown on this Map of Survey is based upon an NGS Bench Mark "872 6892 2", PID #AL7470, NAVD-88 Elevation = 11.79'.
- 4) This Map of Boundary Survey was completed without the benefit Title Search and may be subject to additional Easements and/or other matters of Title that may be found in the Public Records of Pinellas County, Florida.
- 5) Property may be subject to unrecorded Easements and/or other Matters not shown in the Public Records of Pinellas County, Florida.
- 6) No Instruments of Record reflecting Easements and/or other matters of Title were furnished to this signing Surveyor unless otherwise shown hereon.
- 7) The Legal Description shown on this Map of Boundary Survey was provided in O.R. Book 21559, Page 2374, Public Records of Pinellas County, Florida.
- 8) No underground improvements, foundations, structures, sprinklers, and/or utilities have been located and/or shown unless otherwise indicated hereon.
- 9) No above ground utilities have been located and/or shown unless otherwise indicated hereon.
- 10) Ties to Fences shown hereon are measured to the approximate center line of said Fences, and Fences are not all drawn to scale for graphic clarity.
- 11) The residence shown hereon appears to fall in Zone AE, as shown on the Federal Emergency Management Agency (F.E.M.A.), National Flood Insurance Rate Map (F.I.R.M.), Community #120259, Map #12103C0019G, Panel #0019-G, Map Dated 9/3/03, Index Dated 8/18/09, Base Flood Elevation = 10 Feet.
- 12) All found property corners have no designation unless otherwise indicated hereon.
- 13) Additions or deletions to this Map of Survey or Surveyor's Report by other than the signing Surveyor is prohibited without the written consent of the signing Surveyor.
- 14) Use of this Map of Survey by anyone other than those Certified To will be at the re-users sole risk without Liability to this Surveyor.

**ABBREVIATION LEGEND:**

F.I.R. FOUND IRON ROD, SIZE INDICATED	SEC. SECTION
S.I.R. SET IRON ROD, 1/2" P.L.S.#5083	TWP. TOWNSHIP
F.O.P. FOUND OPEN IRON PIPE, SIZE INDICATED	RGE. RANGE
F.P.P. FOUND PINCHED IRON PIPE, SIZE INDICATED	(D) DESCRIPTION
F.N.D. FOUND NAIL AND DISK	(P) PLAT
S.N.D. SET NAIL AND DISK, P.L.S.#5083	(M) MEASURED
F.C.M. FOUND CONCRETE MONUMENT	(C) CALCULATED
P.R.M. PERMANENT REFERENCE MONUMENT	CONC CONCRETE
P.C.P. PERMANENT CONTROL POINT	COV COVERED
P.O.C. POINT OF COMMENCEMENT	ASPH ASPHALT
P.O.B. POINT OF BEGINNING	PVMT PAVEMENT
R.L.S. REGISTERED LAND SURVEYOR	R/W RIGHT-OF-WAY
P.L.S. PROFESSIONAL LAND SURVEYOR	CSP COV. SCREEN PORCH
P.S.M. PROFESSIONAL SURVEYOR & MAPPER	MRW MASONRY RETAINING WALL
WFA WOOD FRAME ADDITION	CCP COV. CONC. CARPORT
FL FLOOR ELEVATION	UR UTILITY ROOM
BBQ BRICK BAR-B-QUE	TYP TYPICAL
M/S METAL SHED	W/P WOOD PLANTER

This certifies that this Map of Boundary Survey meets all applicable requirements of the Florida Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code.

Note: Map of Survey and Surveyor's Report are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

June 3, 2021  
Field Survey Date

Donald E. Armstrong Jr.  
Florida Surveyor's Registration #5083

## Allie Keen

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**From:** Andreas Boeckl <aboeckl@gmail.com>  
**Sent:** Monday, December 13, 2021 12:57 AM  
**To:** Planning  
**Subject:** Neighbor input on Application #21-150

**External Email-** Use caution with links and attachments

Hello CTSFL staff,

Thanks for this opportunity to provide my input. As the owner of a nearby property to this site on Read Street, I feel that the proposed higher density within this highly historic area upsets the character of the neighborhood. Also, any construction should comply with current offsets and building codes.

Sincerely,  
-Andrew J Boeckl  
160 Read Street

"We cannot solve our problems with the same thinking we used when we created them." -Albert Einstein

## Allie Keen

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**From:** JB <justbecause427@gmail.com>  
**Sent:** Monday, December 13, 2021 8:22 AM  
**To:** Planning  
**Subject:** December meeting - #21-150

External Email- Use caution with links and attachments

Planning & Zoning Board,

I am writing you regarding the above application at this evenings meeting. I am the owner of the properties at 170 & 176 North Spring Blvd. and received a postcard from the Planning and Zoning Department regarding this application

I completely agree with the recommendation of the staff. For all the reasons stated in the agenda materials the application should be denied. The lot is far too small to add more structures to it.

If possible, please confirm receipt of this email

John Byrnes  
Wake Forest RE Holdings  
Managing Member

## Allie Keen

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**From:** JB <justbecause427@gmail.com>  
**Sent:** Monday, December 13, 2021 7:49 AM  
**To:** Planning  
**Subject:** Application #21-150

External Email- Use caution with links and attachments

To the Planning & Zoning Board,

I am writing to you regarding application #21-150, 140 Read Street. We reside at 164 North Spring Blvd. and received your postcard as an affected homeowner of the property in question.

We wholeheartedly agree with the recommendation of the staff. The lot is far too small to add any additional buildings. Our only additional comments would be that this property was purchased earlier this year and appears to be a "flip", and is also a contributing structure in the historic district.

If possible, please confirm receipt of this email

Sincerely

John & Wilma Byrnes  
164 N. Spring Blvd.