



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, DECEMBER 6, 2022 6:30 PM – City Hall Auditorium

CALL TO ORDER }
ROLL CALL }
INVOCATION } (5 MIN.)
PLEDGE OF ALLEGIANCE }

PUBLIC COMMENTS (30 MIN.)

SPECIAL PRESENTATION: EDUCATIONAL LIFT STATION DISPLAY DEMONSTRATION (10 MIN.)

CONSENT AGENDA (10 MIN.)

1. ATTORNEY’S FEES: JOHNSON JACKSON PLLC INVOICE 10116
2. SPECIAL EVENTS:
 - A. EPIPHANY PROCESSION
 - B. GLENDI CELEBRATION
 - C. DR. MARTIN LUTHER KING JR. CELEBRATION
3. AUTHORIZE EXECUTION OF FDEP VULNERABILITY ASSESSMENT GRANT
4. AUTHORIZE EXECUTION OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRANT AGREEMENT FOR URBAN FORESTRY MASTER PLAN

SPECIAL CONSENT AGENDA

5. APPOINTMENT TO TARPON SPRINGS HOUSING AUTHORITY (5 MIN.)

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

6. RESOLUTION 2022-42 APPLICATION 22-87 COHATCH SITE PLAN 121 E. TARPON AVE (QUASI-JUDICIAL) (30 MIN.)
7. RESOLUTION 2022-44 APPLICATION 22-90 SUZANA 1 SITE PLAN (QUASI-JUDICIAL) (20 MIN.)
8. ORDINANCE 2022-28 APPLICATION 20-36 KEYSTONE VILLAGE RESIDENTIAL PLANNED DEVELOPMENT (1ST READINGS) (QUASI-JUDICIAL) (30 MIN.)
9. LAND DEVELOPMENT CODE, SMARTCODE AND COMPREHENSIVE PLAN TEXT AMENDMENTS (1ST READINGS)
 - a. ORDINANCE 2022-22 APPLICATION 22-107 LDC AMENDMENT ANNEXATIONS **(DEFERRED TO A FUTURE DATE TO BE DETERMINED)**
 - b. ORDINANCE 2022-23 APPLICATION 22-108 LDC AMENDMENT, APPLICATION PROCESSES (10 MIN.)
 - c. ORDINANCE 2022-24 APPLICATION 22-109 LDC AMENDMENT, COASTAL HIGH HAZARD AREA (30 MIN.)
 - d. ORDINANCE 2022-25 APPLICATION 22-110 LDC AMENDMENT, CONDITIONAL USES (20 MIN.)
 - e. ORDINANCE 2022-26 APPLICATION 22-111 LDC AMENDMENT, MOBILE FOOD DISPENSING VEHICLES (20 MIN.)
 - f. ORDINANCE 2022-27 APPLICATION 22-116 SMARTCODE AMENDMENT, HOTEL HEIGHT (20 MIN.)

- g. ORDINANCE 2022-33 COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE RESIDENTIAL USES IN COMMERCIAL CATEGORIES, CU'S AND DEFINITIONS (30 MIN.)
- h. ORDINANCE 2022-32 COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE AND COASTAL ELEMENTS (30 MIN.)
- 10. ORDINANCE 2022-35 ROSS PROPERTY PURCHASE REFERENDUM (1ST READING) (15 MIN.)

THE FOLLOWING ITEMS ARE DEFERRED TO THE DECEMBER 13, 2022 REGULAR SESSION:

- 11. ORDINANCE 2022-31 AMENDING CHARTER STRATEGIC PLAN IMPLEMENTATION AND BUDGET PRIORITIES (2ND READING-**DEFERRED TO DECEMBER 13, 2022**)
- 12. ORDINANCE 2022-34 DESIGNATION OF FLOOD PLAIN ADMINISTRATOR (2ND READING-**DEFERRED TO DECEMBER 13, 2022**)

BOARD AND STAFF COMMENTS
ADJOURNMENT (APPROXIMATELY 11:45 PM)



PAUL SMITH
PUBLIC SERVICES DIRECTOR

Public Services Department

Memorandum

Date: December 6, 2022
To: Honorable Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Paul Smith, Public Services Director
Subject: Staff Presentation: Demonstration Model of a Sewage Collection System

Summary

As part of ongoing efforts to increase public awareness of the importance of utilities infrastructure, protecting the environment, and potential career paths in utilities, staff took the initiative to create a working demonstration model of a sewage collection system to present at career fairs and schools.

Recently, the staff that built the demonstration model: **Savas Amorginos, Wastewater Collection Tech II** and **Michael Saroukos, Utilities Maintenance Mechanic II**, participated in the Great American Teach In at the local Plato Academy Tarpon Springs school to teach 1st and 2nd graders. Feedback from the students was enthusiastic and positive. The demonstration model is impressive with functioning miniature pumps, controls, lights and sounds all consistent with the way these really operate.

We want to share this with the Board as a brief staff presentation to represent this teaching tool that we plan to use as a public display and for utility career events, etc. I appreciate the support of the staff leadership team, including Raymond Page, Utilities Superintendent and Scott Labrier, Interim Utilities Maintenance Supervisor in recognizing the importance of communicating our work to the public.

INVOICE

Johnson Jackson PLLC
100 N Tampa St, Suite 2310
Tampa, FL 33602

Invoice #: 10116
Date: 11-10-2022
Due On: 12-10-2022

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

Matter Number:0010.0001 City of Tarpon Springs/General

Services

Date	TK	Description	Hours	Rate	Total
10-03-22	EGJ	Review correspondence regarding upcoming City Commission meeting	0.40	165.00	\$66.00
10-06-22	EGJ	Review correspondence from Judy Staley with agenda	0.20	165.00	\$33.00
10-07-22	EGJ	Phone conference with Jane Kniffen and research public records law	0.70	165.00	\$115.50
10-11-22	EGJ	Attend City Commission meeting	6.50	225.00	\$1,462.50
10-11-22	EGJ	Review Agenda packet; prepare for City Commission meeting; phone conference with Mark LeCouris; review correspondence from Mayor	2.80	225.00	\$630.00
10-11-22	MK M	Research regarding agenda for commission meeting.	0.50	225.00	\$112.50
10-11-22	EGJ	Prepare for City Commission meeting; review Agenda and documents attached; review bylaws for City Commission; review procedures for quasi-judicial meetings	2.30	225.00	\$517.50
10-11-22	EGJ	Exchange correspondence with Mayor	0.30	225.00	\$67.50
10-12-22	EGJ	Review City contract for transportation services; analyze and exchange correspondence with Chief Jeff Young	0.40	225.00	\$90.00
10-13-22	EGJ	Review and analyze labor issue based on discussion with Chief Jeff Young	1.70	225.00	\$382.50
10-13-22	EGJ	Phone conference with Chief Jeff Young regarding labor matter	0.20	225.00	\$45.00

10-13-22	CJE	Research application of rules and regulations when CBA is silent on pay issue.	2.70	225.00	\$607.50
10-13-22	CJE	Review collective bargaining agreement and lead worker designation.	1.50	225.00	\$337.50
10-14-22	CJE	Review collective bargaining agreement regarding pay policies.	0.20	225.00	\$45.00
10-14-22	EGJ	Exchange correspondence with Jane Kniffen; analyze public records issue; review statutes and applicable case law	1.20	225.00	\$270.00
10-14-22	EGJ	Review correspondence from Janina Lewis regarding City meetings	0.10	225.00	\$22.50
10-14-22	MK M	Research regarding disclosure of sensitive information.	0.30	225.00	\$67.50
10-17-22	EGJ	Phone conference with Janina Little regarding procurement	0.20	225.00	\$45.00
10-17-22	EGJ	Review correspondence from Janina Little; analyze contract and revise for Procurement	0.80	225.00	\$180.00
10-17-22	ENH	Revise proposed services agreement with Johnson Jackson or interim City Attorney services.	2.00	225.00	\$450.00
10-17-22	ENH	Revise proposed agreement with the law firm of Unice Salzman Jensen, P.A. for interim City Attorney services.	0.60	225.00	\$135.00
10-18-22	EGJ	Review and revise contracts; exchange correspondence with Janina Lewis	0.60	225.00	\$135.00
10-18-22	EGJ	Exchange correspondence with Jeff Young regarding labor matter; analyze issue related to labor matter by review of case law and statutes	0.80	225.00	\$180.00
10-18-22	ENH	Research city ordinances and state law in conjunction with sponge boat agreement to determine lawfulness of nonprofit's actions.	1.50	225.00	\$337.50
10-19-22	EGJ	Phone conference with Major Ruggiero regarding labor matter	0.20	225.00	\$45.00
10-19-22	EGJ	Review issue related to City Ordinance; exchange correspondence with Chief Jeff Young	0.80	225.00	\$180.00
10-19-22	ENH	Continue research regarding applicability of city ordinance prohibiting solicitation at Sponge Docks applies to approved nonprofit organization with Sponge Dock user agreement with the City.	1.00	225.00	\$225.00
10-20-22	EGJ	Review correspondence and attachments from Judy Staley	0.40	225.00	\$90.00
10-20-22	ENH	Draft and prepare memorandum of understanding between Police Department and Logan VanSumeren regarding waiver of vacation buy back in lieu of monies owed to City under employment contract.	1.00	225.00	\$225.00
10-20-22	EGJ	Prepare email to Chief Young regarding sponge docks concern	0.30	225.00	\$67.50
10-20-22	EGJ	Exchange emails with Major Ruggiero and prepare letter regarding labor matter	0.40	225.00	\$90.00

10-21-22	EGJ	Review correspondence and documents provided by Judy Staley regarding Commission meeting	0.30	225.00	\$67.50
10-21-22	EGJ	Exchange correspondence with Jane Graham regarding Tarpon Springs litigation matter	0.20	225.00	\$45.00
10-25-22	EGJ	Review Objection to Board of Commissioners	0.20	225.00	\$45.00
10-25-22	EGJ	Attend Commission meeting	5.30	225.00	\$1,192.50
10-25-22	EGJ	Review and analyze Agenda and attachments and prepare for City Commission meeting	0.90	225.00	\$202.50
10-25-22	EGJ	Review correspondence from Scott McLaren	0.20	225.00	\$45.00
10-25-22	EGJ	Review and analyze documents and contracts from prior Commission meeting in response to letter from Scott McLaren	0.70	225.00	\$157.50
10-26-22	EGJ	Review correspondence from Scott McClaren and Jane Graham; review docket	0.50	225.00	\$112.50
10-26-22	EGJ	Review and analyze letter regarding active litigation	0.30	225.00	\$67.50
10-26-22	EGJ	Review correspondence from Jane Graham	0.20	225.00	\$45.00
10-27-22	EGJ	Phone conference with Mark LeCouris regarding commission meeting and letter from Scott McLaren	0.30	225.00	\$67.50
10-27-22	EGJ	Phone conference with Scott McLaren in response to letter and email	0.30	225.00	\$67.50
10-27-22	EGJ	Prepare email to Mark LeCouris	0.10	225.00	\$22.50
10-27-22	EGJ	Phone call with Andy Salzman regarding ongoing litigation	0.20	225.00	\$45.00
10-27-22	EGJ	Exchange correspondence with Jane Kniffen	0.20	225.00	\$45.00
10-27-22	ENH	Analysis of case law regarding reasonable suspicion drug testing and issues related to timing of drug use reports.	1.00	225.00	\$225.00
10-27-22	EGJ	Review and analyze City policy	0.30	225.00	\$67.50
10-27-22	EGJ	Phone conference with Jane Kniffen regarding policy	0.30	225.00	\$67.50
10-28-22	EGJ	Review correspondence from Chief Young; review and analyze Internal Affairs report; review correspondence regarding hearing	0.50	225.00	\$112.50

Services Subtotal: \$9,957.00

Expenses

10-31-22	10/31 - Westlaw Research	1.00	332.85	\$332.85
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Expenses Subtotal: \$332.85

Subtotal:	\$10,289.85
Total Invoice Due:	\$10,289.85
Payment	\$0.00
Total Balance Due:	\$10,289.85

Total Matter Balance \$10,289.85

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

Reviewed and Approved by City Manager
Mark G. LeCouris 11/15/2022



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: December 6, 2022

Subject: Special Event – St. Nicholas Greek Orthodox Cathedral
Epiphany Procession
January 6, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for "Epiphany Procession" on January 6, 2023, and the temporary closure of Orange St., Hibiscus St., Safford Ave., Ring Ave., Tarpon Ave., Pinellas Ave. and Craig Park.

Background:

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

The Police Department has approved the procession route, which will take place from noon to 2:30 p.m. (line up at 11:00 a.m.). The Church's stage will be set up at the Spring Bayou Platform on January 2, and the City's Boat Ramp will be closed during the event.

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

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

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

Event Information:

Date of Application: 10/26/22

Name of Event: Epiphany

Date(s) of Event: 1/6/23

Alternate Date(s): N/A

Hours of Event: Noon to 2:30 p.m.

Set up/break down time needed: 11:00 a.m. line-up

Type/Purpose of Event: Religious Procession/Dive

Location of Event (include map for parade/procession routes with assembly and disband points): Orange St., Hibiscus St.
Safford Ave., Ring Ave., Tarpon Ave., Pinellas Ave. & Craig Park

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

Other: _____

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: St. Nicholas Greek Orthodox Cathedral

Registered Nonprofit Org.: Yes No

Organizations Address: 17 E. Tarpon Ave., Tarpon Springs, FL 34689

Individual to Contact: Gus Siosis (Telephone #) 858-2630 (email) csisois@yahoo.com

Alternative Contact: Church Office (Telephone #) 937-3540 (email) _____

General Information:

Number of Vendors: _____ (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: _____ Entrance Fee: \$ _____

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: _____ Band: DJ: Other: _____

Type & Location of Toilet Facilities: _____
 Tent or Other Structure: Yes No Type of Structure: _____
 How will Structure be Secured: _____
 Solid Waste Collection/Disposal: Yes No Dumpster: Rolloff: Other: _____
 If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____
 Amusement/Carnival Rides: Yes No Name of Company Providing Rides: _____
 Types of Rides: _____ Is Diagram of Layout Attached: Yes No

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

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

Equipment/Miscellaneous (please check if needed):

Barricades: How many: _____
 Cones: How many: _____
 Portable Stage: Location: _____
 Electricity Needed: Where: Pedestals
 Public Restrooms: Hours of Opening/Closing: 9:00 a.m. to 7:00 p.m.
 Street Banners: Locations: _____
 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: _____

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.

Costas SISOIS _____ Date 10/27/22
 Signature of Applicant



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: December 6, 2022

Subject: Special Event – St. Nicholas Greek Orthodox Cathedral
Glendi Celebration
January 6, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "Glendi Celebration" on January 6, 2023, and the temporary closure of Cypress St. (Pinellas Ave. to Hibiscus 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 event has been approved by the Special Events Review Committee based on previous years' events.

The Glendi Celebration will take place from noon until 6:00 p.m., with set-up beginning at 10:00 a.m. Food trucks will be placed on Cypress St., and will not impede on the one driveway on the street. The music and alcoholic beverages will be located on St. Nicholas Community Center property.

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: 11/15/2022
Name of Event: Epiphany
Date(s) of Event: January 6, 2023
Alternate Date(s): _____
Hours of Event: 12:00pm - 6:00pm
Set up/break down time needed: Set up 10:00am / Break down 5:00pm
Type/Purpose of Event: Epiphany celebration with food trucks

Location of Event (include map for parade/procession routes with assembly and disband points): _____
Cypress Street from Hibiscus to Pinellas. This will be only for placement of food trucks. The majority of the event take place on the property of St. Nicholas Community Center located at 348 North Pinellas Ave Tarpon Springs FL 34689

If Closure of a City Parking is needed, please check: Mother Meres Tarpon Ave Orange St Court/Lemon
Other: Closure of portion of Cypress Street directly behind venue

Disposition of Proceeds: St. Nicholas Greek Orthodox Cathedral

Applicant Information:

Name of Organization: St. Nicholas Greek Orthodox Cathedral
Registered Nonprofit Org. Yes No
Organizations Address: 36 N Pinellas Ave, Tarpon Springs, FL 34689
Individual to Contact: Maria Kavouklis (Telephone #) 813-442-1897 (email) maria.kavouklis@pwc.com
Alternative Contact: Nikitas Manias (Telephone #) 727-239-8130 (email) niknmanias@gmail.com

General Information:

Number of Vendors: 6 (Sponsor is required to keep a list of vendors, and must be able to produce upon request)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): N/A
Approximate Number of Attendees: 2000-3000 Entrance Fee: \$ 0.00
Location for Attendee Parking: on-site
Will Private Security be Provided: Yes No Name of Private Company: TSPD Off Duty to be on-site
Will the Following be Provided: Traffic Control: Yes No Crowd Control: Yes No

Will Music be Provided: Yes No Hours of Play: ^{12:00pm - 6:00pm} inside the community center _____ Band: DJ: Other: _____
Type & Location of Toilet Facilities: Permanent bathrooms inside the community center
Tent or Other Structure: Yes No Type of Structure: _____
How will Structure be Secured: _____
Solid Waste Collection/Disposal: Yes No Dumpster: Rolloff: Other: Trash cans to be provided by Org
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: Liquor & Beer

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: Only enough to make the closures necessary
Cones: How many: _____
Portable Stage: Location: _____
Electricity Needed Where: _____
Public Restrooms: Hours of Opening/Closing: _____
Street Banners: Locations: _____
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: _____

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.

Anna Bellini
Signature of Applicant

11/15/2022
Date



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: December 6, 2022

Subject: Special Event – Dr. Martin Luther King, Jr. Foundation
Dr. Martin Luther King, Jr. Annual Parade/March Celebration
January 14, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the Dr. Martin Luther King, Jr. Foundations' special event application for the "Dr. Martin Luther King, Jr. Annual Parade/March Celebration" on January 14, 2023 at Dorsett Park, and the temporary closure of procession route: Line up – Levis Ave. (Lemon St. to Tarpon Ave.), Tarpon Ave. (Levis Ave. to Pinellas Ave.), Pinellas Ave., (Tarpon Ave. to Dr. Martin Luther King, Jr Dr.), Dr. Martin Luther King, Jr Dr. (Pinellas Ave. to Disston Ave.) and Harrison St. (Dr. Martin Luther King, Jr Dr. to Dorsett Park).

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

Background:

This City co-sponsored event has been approved by the Special Events Review Committee based on past years' events

The parade/march line up begins at 10:00 a.m. with an event following at Dorsett Park until 3:00 p.m. The festival will consist of music, and food & beverages will be served.

All road closures have been coordinated and approved by the TSPD, and set-up and clean-up will be the event sponsors, Dr. Martin Luther King, Jr. Foundations' 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: September 16, 2022
Name of Event: Dr. Martin Luther King Jr. Annual Parade/March Celebration
Date(s) of Event: January 14, 2023
Alternate Date(s): _____
Hours of Event: 9:00am - 3:00pm
Set up/break down time needed: 7:00 am Park Setup, Parade Line up 10am, Starttime 11am
Type/Purpose of Event: Tarpon Springs 29th Annual Festival Celebration.

Location of Event (include map for parade/procession routes with assembly and disband points): Line-up 10am corner of Lewis Ave. and Tarpon Ave cross street Lemon St. procession route - Tarpon Ave - Pineblas Ave (AHS), Milk Blvd, Disston Ave - Harrison St then to Dorsett Park for festival and celebration,

If Closure of a City Parking is needed, please check: Mother Meres Tarpon Ave. Orange St. Court/Lemon
Other: Pineblas Ave, Milk Blvd, Disston Ave, Harrison St.

Disposition of Proceeds: 500 Harrison St Dorsett Park

Applicant Information:

Name of Organization: Dr. Martin Luther King Jr. Event and Scholarship Foundation Inc
Registered Nonprofit Org.: Yes No
Organizations Address: P.O. Box 2285 Tarpon Springs FL 34688
Individual to Contact: Milten Smith (Telephone #) 727 798 5718 (email)
Alternative Contact: Julianne Day (Telephone #) 727 445 979 (email)

General Information:

Number of Vendors: 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: 100-125 Entrance Fee: \$ 0
Location for Attendee Parking: _____
Will Private Security be Provided: Yes No Name of Private Company: _____
Will the Following be Provided: Traffic Control: Yes No Crowd Control: Yes No

WTTM01110

Will Music be Provided: Yes No Hours of Play: 12:00 - 2:30 Band: DJ: Other: _____

Type & Location of Toilet Facilities: Park

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

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes No Dumpster: Roll-off: Other: _____

If parade # of: Participants 100 Animals _____ Floats 7 Bands 4 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: 6

Cones: How many: _____

Portable Stage: Location: Dorset Park Soccer field

Electricity Needed: Where: Stage

Public Restrooms: Hours of Opening/Closing: 2am - 3pm

Street Banners: Locations: _____

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: _____

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

September 16, 2022
Date



Public Services Department

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

Memorandum

Date: November 29, 2022
To: Honorable Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
Paul Smith, Public Services Director
Bob Robertson, Project Administration Department Director
From: Robin Rives, Sustainability Coordinator *RR*
Subject: Approve FDEP Standard Grant Agreement Amendment – Funding for Vulnerability Assessment and Action Plan

Recommendation

Authorization is recommended for the City Manager to execute a Standard Grant Agreement with the Florida Department of Environmental Protection through which the State will provide funding up to \$75,000 for the completion of a citywide Vulnerability Assessment and Action Plan (VAAP).

Summary

The City has been awarded planning grant funding for the completion of a VAAP through the Florida Department of Environmental Protection Resilient Florida Program.

Through the proposed agreement, the State of Florida agrees to partner with the City to fund contractual services required to complete the VAAP including data collection, public outreach, modeling and analyses, and drafting a VAAP final report. This agreement provides \$75,000 of funding to go toward the completion of the VAAP. The purpose of completing a VAAP is to assess the City's projected vulnerability to sea level rise through modeling scenarios with projections consistent with the Resilient Florida State Statutory Requirements, and to inform recommendations for continuing to improve the City's resilience. The VAAP will help to identify needs, develop capital improvement project priority and time horizons, make recommended revisions to planning documents and land development codes, and increase community awareness, involvement and resilience.

The City match in the amount of \$47,715.40 is being provided by self-funding and will be applied toward the data modeling and analysis and drafting of the VAAP final report. The contractor selected for the completion of this project is Burgess & Niple, through the City's Stormwater Engineering Services contract.

Grant proceeds will be paid to the City as reimbursement installments on a quarterly basis after payments have been made by the City to the contractor Burgess & Niple.

The agreement document is attached and the City Attorney has reviewed this agreement.

Funding

City matching funds are allocated in the Water and Sewer Enterprise fund. Additionally, the State recently informed us of an opportunity to request additional funding. We have applied for that as well and if awarded, the project will be fully funded by grants.

**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): **City of Tarpon Springs Vulnerability Assessment and Action Plan (VAAP)** Agreement Number: **22PLN93**

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, Florida 34689** FEID: **59-6000437** (Grantee)

3. Agreement Begin Date: **7/1/2021** Date of Expiration: **6/30/2024**

4. Project Number: _____ Project Location(s): **Tarpon Springs, Pinellas County**
(If different from Agreement Number)

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and an Adaptation Plan for the City of Tarpon Springs.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 75,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY21-22 GAA #1707A	\$ 75,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 47,715.40
Total Amount of Funding + Grantee Match, if any:			\$ 122,715.40

6. Department's Grant Manager Name: Hanna Tillotson _____ or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-7540 Email: Hanna.Tillotson@FloridaDEP.gov	Grantee's Grant Manager Name: Robin Rives _____ or successor Address: City of Tarpon Springs 324 E. Pine Street Tarpon Springs, Florida 34689 Phone: 727-943-3555 Email: rrives@ctsfl.us
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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 checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , 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
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

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

By _____
(Authorized Signature) Date Signed

Mark LeCouris

 Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

 Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Hanna Tillotson

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

**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.

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. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. 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.
- 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

Attachment 1

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. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. 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.

26. 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.

27. 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/>).

28. 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 §200.331 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.

29. 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.

30. Independent Contractor.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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. 22PLN93**

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 City of Tarpon Springs Vulnerability Assessment and Action Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

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 checked="" 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

The Agreement requires at least a 38.88% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$47,715.40 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

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.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN93**

ATTACHMENT 3

PROJECT TITLE: City of Tarpon Springs Vulnerability Assessment and Action Plan

PROJECT LOCATION: The Project is located in the City of Tarpon Springs within Pinellas County, Florida.

PROJECT DESCRIPTION:

The City of Tarpon Springs (Grantee) will conduct the City of Tarpon Springs Vulnerability Assessment and Action Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) and Adaptation Plan (AP). The Project will identify needs, develop capital improvement project priorities and timelines, make recommended revisions to planning documents and land development codes, and increase community awareness, involvement and resilience.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: After a notice-to-proceed is issued, the Grantee will conduct a kick off meeting to discuss the project scope, project goals, schedule, key milestones, and deliverables. The kick-off meeting will also identify a list of potential stakeholder representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following: 1) a draft list of stakeholder representatives to serve on the steering committee; 2) kick-off meeting minutes, and 3) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S.

Task 3: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the meetings are to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following: 1) a draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data

via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas based on input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) a report summarizing the areas identified as focus areas, with justification for choosing each area; 2) tables listing each focus area with any critical assets that are contained inside the focus area; 3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report and Adaptation Plan

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. The Final VA will also include a complete AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.; 2) Final AP or Report; 3) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 4) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 5) a signed VA Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the

specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department’s Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department’s receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$4,872.96	\$0.00	\$4,872.96	7/1/2021	3/31/2024
2	Acquire Background Data	Contractual Services	\$22,871.67	\$0.00	\$22,871.67	7/1/2021	3/31/2024
3	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$12,251.18	\$0.00	\$12,251.18	7/1/2021	3/31/2024
4	Exposure Analysis	Contractual Services	\$18,719.57	\$0.00	\$18,719.57	7/1/2021	3/31/2024
5	Sensitivity Analysis	Contractual Services	\$4,082.44	\$20,000.00	\$24,082.44	7/1/2021	3/31/2024
6	Identify Focus Areas	Contractual Services	\$6,545.14	\$17,715.40	\$24,260.54	7/1/2021	3/31/2024
7	Final Vulnerability Assessment Report and Adaptation Plan	Contractual Services	\$5,657.04	\$10,000.00	\$15,657.04	7/1/2021	3/31/2024
Total:			\$75,000.00	\$47,715.40	\$122,715.40		

**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
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 C.F.R. 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 C.F.R. § 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 C.F.R. § 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 C.F.R. 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 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 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 C.F.R. §§ 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 C.F.R. 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 C.F.R. Part 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

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 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 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

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

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 C.F.R. § 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 C.F.R. Part 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

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

Federal Program A	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.	
Federal Program 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 ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	75,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$75,000.00	

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] 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]). 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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form**

Exhibit A

DEP Agreement No.:	22PLN93		
Project Title:	City of Tarpon Springs Vulnerability Assessment and Action Plan		
Grantee Name:	City of Tarpon Springs		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 22PLN93

CITY OF TARPON SPRINGS VULNERABILITY ASSESSMENT AND ACTION PLAN

City of Tarpon Springs

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 22PLN93

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN93

Project Title: City of Tarpon Springs Vulnerability Assessment and Action Plan

Grantee: City of Tarpon Springs

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all grant agreements.

DEP Agreement Number: 22PLN93

Project Title: City of Tarpon Springs Vulnerability Assessment and Action Plan

Grantee: City of Tarpon Springs

By signing this Vulnerability Assessment Compliance Checklist Certification (hereinafter “Checklist Certification”) the Grantee certifies that, upon execution of the Agreement, it will have reviewed the statutory requirements for vulnerability assessments in subsection 380.093(3), F.S., and provided this signed Checklist Certification to the Department, which gives the Department of Environmental Protection (Department) *partial* assurance that any and all vulnerability assessments the Grantee may utilize for its individual project will adhere to the relevant statutory requirements in subsection 380.093(3), F.S., regardless of the party actually completing the work (e.g., subcontractors).

To give the Department the remaining assurance it requires, the Grantee also certifies that it will deliver a fully completed and signed Vulnerability Assessment Compliance Checklist to the Department, in the form included in this exhibit, at a yet-to-be-determined time mutually agreed upon by both parties to this Agreement but prior to close out of the Grantee’s individual project. The completed Vulnerability Assessment Compliance Checklist and this Checklist Certification will be joined and attached to the Agreement together as a single “Exhibit I.”

By signing below, I certify on behalf of the Grantee that the Grantee or its designee(s) will have reviewed the statutory requirements in subsection 380.093(3), F.S., prior to execution of the Agreement. I further certify on behalf of the Grantee that, prior to close out of the grant, either myself or the Grantee’s designated grant manager will provide to the Department a Vulnerability Assessment Compliance Checklist form that has been fully completed in the manner described in this Checklist Certification.

Grantee's Grant Manager Signature

Print Name

Date

VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department’s GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	<input type="checkbox"/>	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department’s GIS Data Standards and include the following three (3) items:			
b	<input checked="" type="checkbox"/>	Geospatial data in an electronic file format.	
c	<input type="checkbox"/>	GIS metadata.	
d	<input type="checkbox"/>	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	<input type="checkbox"/>	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. <input type="checkbox"/> Not applicable <input type="checkbox"/> Already in compliance	
f	<input type="checkbox"/>	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	<input type="checkbox"/>	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	<input type="checkbox"/>	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> <input type="checkbox"/> NOAA data <input type="checkbox"/> FEMA data	
i	<input type="checkbox"/>	Initial storm surge event equals or exceeds current 100-year flood event.	
j	<input type="checkbox"/>	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	

k	<input type="checkbox"/>	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	<input type="checkbox"/>	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	<input type="checkbox"/>	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	<input type="checkbox"/>	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	<input type="checkbox"/>	All analyses performed in North American Vertical Datum of 1988.	
p	<input type="checkbox"/>	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	<input type="checkbox"/>	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	<input type="checkbox"/>	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	<input type="checkbox"/>	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

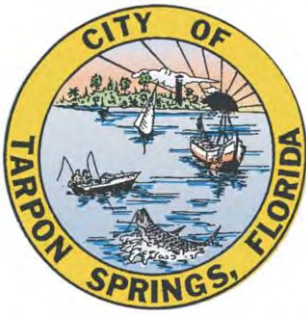
Identify the Florida municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date



Building Development Department

Kevin Powell, CBO, CFM
Building Development Director

Memorandum

Date: December 06, 2022
To: Honorable Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Kevin Powell, CBO, CFM
Shannon Brewer, Municipal Arborist
Subject: Approve FDACS Standard Grant Agreement – Funding for development of an Urban Forestry Master Plan

Recommendation

Approval is recommended for the City Manager to execute a Standard Grant Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) through which the State will provide funding up to \$55,000 for development of an urban forestry master plan over a three-year program with three separate contracts.

Summary

As part of the U.S. Forest Service Urban and Community Forestry Matching Grant Program, funds will be available to develop an urban forestry management plan. A quality urban forest management plan identifies the current condition of the community's forest, describes the desired future state of the forest, and establishes strategies on how to achieve those goals.

This contract is a three-year program, and the city will receive a one-year contract for each project phase once the previous project phase has been completed. This is a 50% matching grant, and the state portion of the award for three-years is \$55,000. Under Resolution 2022-01 the City's portion of funding has been previously approved by the BOC. The City match will be provided through a combination of funding from the City's Tree Bank account 001-1204-537 and in-kind staff services.

The first-year scope of work is for GIS mapping and physical assessment of individual trees located in rights-of-way, parks, and municipal buildings. The tree inventory information will improve the safety and general welfare of the community and will provide the baseline data for active urban forest management. The total award amount for completing the first year is \$25,000.

The second-year scope of work is for the creating the management plan. Management planning must include tree care ordinance review or suggested language for new ordinances. Plan must also utilize the information from the first-year inventory, to identify priority planting areas, canopy goals and metrics on how to measure progress. The total award for completing the second-year scope of work is \$15,000.

The third-year scope of work is for tree planting. The planting project must relate to a goal and priority area set forth in the second-year management plan. The total award amount for completing the third-year scope of work is \$15,000.

The agreement document is attached.



INTERNAL CONTRACT ROUTE SLIP

Division: FLORIDA FOREST SERVICE Date: 09/09/2022
 Contract Manager: LINER, WILLIAM T Contract : 29422
 Contract Period: Upon Execution To 12/31/2023 Org Code: 42110603193
 Procurement Method: REQUEST FOR APPLICATION - GRANTS
 Appropriation Category: 050052 EO: WH
 Funding: General Revenue: NO Federal Funding: YES Obj. Code: 780000
 Trust Fund Name: FEDERAL GRANTS TRUST FUND
 Services Required:

2021 Managing Community Forests Grant

Vendor Name: CITY OF TARPON SPRINGS
 Commodity Code: _____ Contractor's FEID# F596000437004
 Rate of Compensation: _____ Contract Amount: \$25,000.00
 Division _____ Authorized _____
 Director: _____ Supervisor: _____
 Signature _____ Date _____ Signature _____ Date _____

***** **BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY** *****

Contract Administrator: Joseph Duncan _____ 11/28/2022 _____
 Signature _____ Date _____
 Legal Section: Stephen Cunningham _____ 11/28/2022 _____
 Signature _____ Date _____
 Finance and Accounting: _____ Signature _____ Date _____
 Purchasing Director: _____ Signature _____ Date _____
 Planning and Budgeting: _____ Signature _____ Date _____
 Signature _____ Date _____

DACS-01084 05/01

Scan Documents using Request Number : **16616322**





INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number 29422

Original Contract Amt \$25,000.00 DFS Contract Type GD

Long Title CITY OF TARPON SPRINGS

Short Title CITY OF TA Authorized Advance Payment N

Execution Date _____ Effective Date _____ Expiration Date 12/31/2023

State Term Contract or Alternate Source ID _____

Contract Exempt Justification

Request for Applications - Grant

Agency Solicitation Num 21-DG-11083112-001-B

Business Case Study N Case Study Date _____

Legal Challenges to Procurement N

Legal Challenge Description

Contract Statutory Authority 589.04

Provide for Administrative Cost N Administrative Cost Percent _____ %

Provide for Periodic Increase N Periodic Increase Percent _____ %

Was the Contract Function Previously performed by the State? N

Was the Contract Function Considered for Insourcing Back to the State? N

Did the Vendor make Capital Improvements on State Property? N

Capital Improvement Description

Value of Capital Improvements? _____

Value of Unamortized Capital Improvements? _____

Contract involves State or Fed Financial Aid State Fed Y

Recipient Type I **SUBRECIPIENTS (FEDERAL ASSISTANCE ONLY)**

Vendor List

Vendor Number	Name	Address	Phone Number
F596000437	CITY OF TARPON SPRINGS	PO BOX 5004	9383711

Funding Sets

Org Code	EO	Obj Code	App Cat	Amount	FY Effective Dt	RE-NR
Account Code	Fund Description					
42110603193	WH	780000	050052	\$ 25,000.00	09/09/2022	NR
42202261004421104000005005200	FEDERAL GRANTS TRUST FUND - DAC					

Division List

FLORIDA FOREST SERVICE

Approvers List

Approver	Date	Routing Stop
LEHNERT, KAREN	10/31/22 15:54	DOF FINANCE
PETERS, LINDA B	10/31/22 16:14	FFS FISCAL LIAISON
WILLIAMS, TRISHA E	11/01/22 18:01	SPECIAL ACCT FORESTRY
DUNCAN, JOSEPH	11/03/22 13:12	CONTRACT ADMIN 1ST STOP
YARBROUGH, SALENA	11/03/22 13:14	POLICY AND BUDGET
PANDYA, BRINDA	11/04/22 09:42	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	11/07/22 12:41	GENERAL SERVICES
DUNCAN, JOSEPH	11/07/22 13:36	CONTRACT ADMIN FINAL

Deliverables	
Commodity Code	Commodity
Method of Payment	Major Deliverable Price
70151500	Forestry management
COST REIMBURSEMENT	\$25,000.00
Non Price Justification PRICE CANNOT BE DETERMINED UNTIL THE WORK HAS BEEN COMPLETED.	
Source Documentation Reference Page 19-21	
Major Deliverable Tree Inventory	
Performance Metrics To be paid upon receipt of commodity or service	
Financial Consequences The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.	

CSFA	
CSFA Code	Description

CFDA	
Code	Description
10.664	COOPERATIVE FORESTRY ASSISTANCE

Florida Department of Agriculture and Consumer Services
Division of Administration**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**NICOLE "NIKKI" FRIED
COMMISSIONER

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20__ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the City of Tarpon Springs, ("SUBRECIPIENT"). The SUBRECIPIENT'S application package for federal financial assistance, dated April 13, 2022 ("APPLICATION") is incorporated by reference. The SUBRECIPIENT shall perform the Scope of Work contained in the SUBRECIPIENT'S APPLICATION.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is:70151500.

A. SUBAWARD AMOUNT

This contract is a three-year program and the Subrecipient will receive a one-year contract for each project once the previous project has been completed in full.

The total award amount for satisfactorily completing the first year Scope of Work is \$25,000.00. This Scope of Work is for the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of-way and preserves).

The total award amount for satisfactorily completing the second year Scope of Work is \$15,000.00. This Scope of Work is for creating a management plan to guide the management of urban trees on non-federal properties. Management planning must include tree care ordinance review or suggested language for a new ordinance. Plans must also utilize the information from the first-year tree inventory, priority planting areas, canopy goals and metrics on how to measure progress.

The total award amount for satisfactorily completing the third year is \$15,000.00. This Scope of Work is for tree planting. The planting project must relate to a goal and priority area set forth in the second-year management plan. An ISA Certified Arborist must oversee the installation of the trees and a three-year maintenance plan is required prior to planting. Funds may only be used for the purchase and planting of

trees/palms. Purchase and planting of shrubs and ground covers (not sod) in conjunction with the tree planting may only serve as a matching cost and cannot be reimbursed. A sixty-day "grow-in period" is required prior to certification.

The total award amount for all three years is \$55,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

This AGREEMENT represents the first year of the three-year project and the total award amount for this AGREEMENT is \$25,000.00.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of December of 2023 ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements
 - a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.
 - b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

- a. The SUBRECIPIENT must provide quantifiable, measurable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the SUBRECIPIENT APPLICATION.

3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.
- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the SUBRECIPIENT APPLICATION.
- c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
- d. The payment request packet is downloadable from <http://forms.freshfromflorida.com/02019.pdf>.
- e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting

reimbursement details shall use the online reimbursement system instead of the payment request packet.

- f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
- d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

- (1) Reimbursement Request Form with required backup documentation.
- (2) Final report summarizing what was accomplished with the grant funding.
- (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (4) Copy of Congressional thank you letter - thank you letter addressed to your federal congressional representatives for the grand funding. Include a brief description of what you were able to accomplish with the funding.
- (5) Certification of Acceptance executed by a Florida Forest Service official.

- e. The SUBRECIPIENT must submit the final claim for reimbursement to the RECIPIENT on or before 30 days from the end of the term of the contract.
- f. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80
- b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

- a. The Budget Plan contained in the SUBRECIPIENT APPLICATION lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

- a. The SUBRECIPIENT shall have an acknowledgement of the (insert name of federal agency) support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.
- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the (insert name of federal agency)".
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the (insert name of federal agency) through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the (insert name of federal agency) nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

- 1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
- 2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
- 3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
- 4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.
- 5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.
- 6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
- 7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
2. The SUBRECIPIENT must have documented procurement procedures.
3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from <http://forms.freshfromflorida.com/02018.pdf>.
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.
6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.

7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

- a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

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

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
 - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
 - (4) Submits reports that are incorrect in any material respect.
- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.
2. Post-close Out Adjustments

- a. Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

- a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
- d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.
- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.
- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.
- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.
- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete and the reporting package and form will be publicly available on the web.
- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.

- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://facweb-census.gov>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

- 1. Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under this AGREEMENT.
- 2. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with this AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 3. The SUBRECIPIENT acknowledges and agrees that:
 - i. Pursuant to Section 287.133(2)(a), Florida Statutes, 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36

months following the date of being placed on the convicted vendor list.

ii. Pursuant to Section 287.134(2)(a), Florida Statutes, 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. Pursuant to Section 287.137(2)(a), Florida Statutes, 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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. The SUBRECIPIENT shall not discriminate on the basis of race, sex, gender identity, sexual orientation, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5. The SUBRECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. SUBRECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
6. This AGREEMENT is contingent upon the availability of funding from the federal agency. This AGREEMENT may be terminated by RECIPIENT if funding from the federal agency is reduced or terminated.
7. The SUBRECIPIENT represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this AGREEMENT shall be verified by SUBRECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The SUBRECIPIENT shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the SUBRECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT.
9. The SUBRECIPIENT acknowledges it has completed the certification regarding lobbying.
10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution

by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.
13. This AGREEMENT may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
14. In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.
15. This AGREEMENT shall be controlled by Florida law, without regard to any conflict of law provisions thereof.
16. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, such clause or requirement shall be without force and effect and the requirements of the applicable Florida law shall substitute for that clause or requirement and be binding on all parties hereto.

Special Conditions: See attachment _____ or _____ N/A

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Will Liner and is located at 3125 Conner Boulevard, C-25, Tallahassee, FL 32399.

The Grant Manager for the SUBRECIPIENT is Shannon Brewer

and is located at 324 East Pine Street, Tarpon Springs, FL 34689-4004.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from USDA Forest Service, federal financial assistance funding opportunity under FAIN # 21-DG-11083112-001-B and Catalog of Federal Domestic Assistance Cooperative Forestry Assistance 10.664.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES

<p><u>Casey Drake</u> Signature</p>	<p>_____ Signature</p>
<p><u>Director of Administration</u> Title</p>	<p>_____ Title</p>
<p><u>11/28/2022</u> Date</p>	<p>_____ Date</p>



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 21-DG-11083112-001-B	2. Subrecipient FEIN: 59-6000437
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3. Subrecipient Legal Name:
City of Tarpon Springs

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures

Describe in detail the activity or work to be conducted.

Please see attached.

Funding Opportunity Number 21-DG-11083112-001-B
Subrecipient: City of Tarpon Springs; FEIN: 59-6000437

Tarpon Springs Urban Forestry Program Scope of Work: Tree Inventory 2022

The purpose of the tree inventory is to provide data for the mapping and assessment of individual trees within the City's rights-of-way and parks. The historic district, downtown and Greektown waterfront neighborhoods will be prioritized for this initial effort (see attached map) with expanded inventory activities ongoing as part of the urban forestry management plan. The tree inventory information will improve the safety and general welfare of the community and will provide the baseline data for active urban forest management. The objectives of the tree inventory project are to:

- Use City staff and interns to map and record attributes for at least 3,000 and up to 5,000 trees with real-time data entry into the City's geographic information system (GIS);
- Initiate a major community engagement campaign involving the City's citizen Sustainability Committee, existing "[Connect Tarpon Springs](#)" on-line community engagement platform, and focused community outreach efforts;
- Collaborate with project partners including USF and UF/IFAS Extension, Pinellas County, and Sustainability Advisory Committee (see project narrative);
- Record and analyze attributes of structural tree health, infrastructure hazards, canopy gaps, species diversity indices, observable infrastructure issues, and hazard related tree cataloging;
- Summarize tree inventory data in narrative, tabular and graphic formats and provide initial findings and assessment of City tree canopy health and recommendations for next steps;
- Ultimately use the inventory for future on-line interactive community participation in urban canopy awareness and management, and for integration with Pinellas County efforts.

Task 1: Community Engagement Kick-Off: An outline of the community engagement plan and schedule will be developed. A Tarpon Springs Urban Forestry web page will be created on "[Connect Tarpon Springs](#)" and a survey will be launched to measure urban forest knowledge level and values of the citizens. The City's Sustainability Committee will host a presentation and roundtable session on urban forestry as it relates to the Natural Resources Goal of their draft Sustainability Action Plan. This task will also include a traveling outreach package that will be used at City events such as "First Fridays" and for community groups.

Deliverable: Summary report of community engagement methods and results, web page, survey, slide presentation and other outreach tools.

Task 2: Project Set-Up involves procurement of intern (USF) and equipment resources and the development of detailed inventory procedures including field mapping protocol, GIS protocol, and, quality assurance/quality control (QA/QC) protocol. This effort will be led by the Municipal Arborist and the GIS Administrator. The technical approach to be memorialized in a written protocol/procedure for this task envisions the following:

- Inventory trees of two inches or greater diameter at breast height (DBH) in the survey area;
- Enter attributes modeled after tree health estimation methods of Jerry Bond¹ and existing health rating scale used by Pinellas County;

¹Bond, J. *Urban Tree Health: A Practical and Precise Estimation Method*. Urban Forestry Analytics LLC, 2012

Funding Opportunity Number 21-DG-11083112-001-B

Subrecipient: City of Tarpon Springs; FEIN: 59-6000437

- Use of ArcGIS Collector to verify tree location, collect/enter attribute information and apply paint marker to tree (anticipated 2-3 minutes per 2-person team);
- Real-time field communication maintained with Municipal Arborist and GIS staff.

Deliverables: Draft written field and GIS procedures and protocol; receipts and agreements for equipment and labor.

Task 3: Training/Field Mapping: City staff in partnership with UF/IFAS Extension - Pinellas County staff will conduct a training session for field personnel including mapping trial runs for up to three days. The trial runs will be used to refine field and GIS mapping methodology. Field mapping will then proceed. The protocol will include regular QA/QC by the Municipal Arborist. Deliverables: Final procedures and protocol; GIS map and spreadsheet of raw data.

Task 4: Summary Report and Recommendations: At the conclusion of mapping, a report will be prepared to provide: summary of method, raw data, findings/maps, preliminary evaluations, community engagement results, and recommended urban forest planning issues to address.

Deliverable: Summary report and maps.

Task #	Task Description	Indicator/Deliverable	Cost per Unit	Outcome Measures
1	Community Engagement	Community Engagement Summary Report	\$7,991	Web page followers, completed surveys, workshop attendees,
	Start: January 2023		End: May 2023	
2	Project Set-Up	Draft tree inventory protocol, intern agreements, purchase receipts	\$44,171	Written field protocol and seamless real-time GIS data entry/compilation process
	Start: January 2023		End: February 2023	
3	Training / Field Mapping	Final inventory protocol, raw GIS data	\$39,744	3,000-5,000 trees inventoried and mapped in GIS with attributes
	Start: May 2023		End: August 2023	
4	Summary Report / Recommendation	Summary report and maps	\$17,376	Summary report with narrative, graphic and tabular data; emerging forestry issues and preliminary plan recommendations
	Start: September 2023		End: December 2023	

Timeline: Assumes grant agreement execution in July 2022. The City will be able to achieve all of the project objectives within the 12-month award period. See the budget narrative and budget plan for details of the above costs.



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 21-DG-11083112-001-B				Subrecipient FEIN: 69-6000437	
Subrecipient Legal Name: City of Tarpon Springs					
Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Estimated Budget
Personnel					
Fringe Benefits					
Travel (if authorized)					
Equipment (if authorized)					
Supplies					
Contractual (if authorized)					
Other Expenses					
Total Direct Charges					
Indirect Charges					
Total Amount					

Please see attached

**Tarpon Springs Urban Forestry Project
 Budget Plan for Tree Inventory 2022 Project Phase**

Category	1 st Quarter Jan 2023 – Mar 2023		2 nd Quarter Apr 2023 – June 2023		3 rd Quarter Jul 2023 – Aug 2023		4 th Quarter Sep 2023 – Dec 2023		Budget Totals
	Units	Total	Units	Total	Units	Total	Units	Total	
Personnel									
Field Personnel (Interns)	128 hours	\$1,920	1,024 hours	\$15,360	128 hours	\$1,920	n/a	\$0	\$19,200
Municipal Arborist	208 hours	\$5,379	208 hours	\$5,379	208 hours	\$5,379	208 hours	\$5,379	\$21,516
GIS Administrator	146 hours	\$4,862	62 hours	\$2,065	62 hours	\$2,064	146 hours	\$4,862	\$13,853
Sustainability Coordinator	42 hours	\$1,013	42 hours	\$1,013	n/a	\$0	21 hours	\$511	\$2,537
Principal Planner	62 hours	\$2,447	21 hours	\$829	21 hours	\$829	104 hours	\$4,105	\$8,210
Fringe Benefits									
Municipal Arborist	208 hours	\$2,432	208 hours	\$2,432	208 hours	\$2,432	208 hours	\$2,432	\$9,728
GIS Administrator	146 hours	\$1,807	62 hours	\$768	62 hours	\$768	146 hours	\$1,807	\$5,150
Sustainability Coordinator	42 hours	\$375	42 hours	\$375	n/a	\$0	20 hours	\$178	\$928
Principal Planner	62 hours	\$848	21 hours	\$287	21 hours	\$287	104 hours	\$1,423	\$2,845
Equipment									
iPad with Sim Card	5	\$10,000	n/a	n/a	n/a	n/a	n/a	n/a	\$10,000
GPS	5	\$10,000	n/a	n/a	n/a	n/a	n/a	n/a	\$10,000
Life Box Case	5	\$500	n/a	n/a	n/a	n/a	n/a	n/a	\$500
Clinometer	5	\$2,250	n/a	n/a	n/a	n/a	n/a	n/a	\$2,250
Data Plan	5	\$2,520	n/a	n/a	n/a	n/a	n/a	n/a	\$2,520
Supplies									
High Visibility Backpack	5	\$200	n/a	n/a	n/a	n/a	n/a	n/a	\$200
DBH Tape	5	\$100	n/a	n/a	n/a	n/a	n/a	n/a	\$100
Steel Tape Measure	5	\$100	n/a	n/a	n/a	n/a	n/a	n/a	\$100

Funding Opportunity Number 21-DG-11083112-001-B
 Subrecipient: City of Tarpon Springs; FEIN: 59-6000437

Category	1 st Quarter Jan 2023 – Mar 2023		2 nd Quarter Apr 2023 – June 2023		3 rd Quarter Jul 2023 – Aug 2023		4 th Quarter Sep 2023 – Dec 2023		Budget Totals
	Units	Total	Units	Total	Units	Total	Units	Total	
High Visibility Vest	5	\$100	n/a	n/a	n/a	n/a	n/a	n/a	\$100
Tree Paint	100 cans	\$100	n/a	n/a	n/a	n/a	n/a	n/a	\$100
Other Expenses									
Fuel	48 miles	\$28	384 miles	\$222	48 miles	\$28	n/a	n/a	\$278
LIDAR Data	1 data set	\$218	n/a	n/a	n/a	n/a	n/a	n/a	\$218
Printing	n/a	n/a	n/a	n/a	n/a	n/a	20 copies	\$200	\$200
TOTAL BUDGET:									\$110,533
<i>Total Cash Portion of Budget:</i>									\$45,766
<i>Grant Request (Cash):</i>									\$25,000
<i>City of Tarpon Springs Match in Form of CASH:</i>									\$20,766
<i>City of Tarpon Springs Match in Form of IN-KIND SERVICES:</i>									\$64,767



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE
2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 21-DG-11083112-001-B		Subrecipient FEIN: 59-6000437
Subrecipient Legal Name: City of Tarpon Springs		
Direct Costs		
Personnel Costs		Please see attached.
	Example	
	Example	
Fringe Benefits		
Travel (if authorized)		
Equipment (if authorized)		
Supplies		
Contractual (if authorized)		
Other Expenses		
Indirect Costs		
Indirect Charges		

Funding Opportunity Number 21-DG-11083112-001-B

Subrecipient: City of Tarpon Springs; FEIN: 59-6000437

Tarpon Springs Urban Forestry Project Budget Plan Narrative

The tree inventory will be carried out by field personnel using iPads and geographic positioning system (GPS) locators. The City's GIS staff will create and publish the baseline mapping database for use on the iPads. The City's GIS staff has developed this method and used it to map other City infrastructure such as utilities. They will simply adapt the framework for tree inventory use. Field personnel will record tree location using this system, along with attributes and field notes for each data point (tree/tree cluster). The data will be live and populating the GIS portal using ArcGIS Collector and can be easily monitored by GIS staff and the Municipal Arborist. Field personnel will consist of interns to be recruited primarily from the USF's student programs. The Municipal Arborist will also be conducting field inventory tasks and directly supervising all field work. In order to ensure attraction and commitment of qualified interns, USF staff recommends paid internships. Interns will be recruited primarily from graduate and undergraduate programs in Global Sustainability and GIS at USF. The budget table below also includes equipment, supplies and mileage reimbursement for the field mapping effort along with the printing costs for the final report and maps. The City will obtain the latest round of LIDAR (light detecting and ranging) data covering the City of Tarpon Springs from the U.S. Department of Agriculture (USDA) to use in conjunction with GIS mapping (cost quote attached). Direct project costs are listed below. There are no indirect costs proposed in this funding request.

DIRECT COSTS FOR TREE INVENTORY 2022 PROJECT PHASE	
Personnel Costs	
Hourly Labor	
Field Personnel, Tree Inventory	To achieve the objective of recording a minimum of 3,000 trees for the tree inventory will require four interns at 320 hours (8 weeks) each. The hourly rate is \$15 for a total cost of \$19,200
Salaries	
Municipal Arborist	The Municipal Arborist (MA) will supervise the entire 3-year project. In the first year, the MA will direct and carry out the field and reporting for the tree inventory phase in direct coordination with the GIS Administrator. The MA's Year 1 time allocation to this project is 40%. The MA's hourly rate is \$25.86 and the total for Year 1 is \$21,516.
GIS Administrator	The GIS Administrator (GA) will coordinate and carry out the GIS-linked data collection and compilation for the Year 1 tree inventory in close coordination with the MA's field effort (see above). The GA's Year 1 time allocation to this project is 20%. The GA's hourly rate is \$33.30 and the total for Year 1 is \$13,853
Sustainability Coordinator	The Sustainability Coordinator (SC) will assist with community engagement and Sustainability Advisory Committee involvement in the 3-year project. The SC's Year 1 time allocation to this project is 5%. The SC's hourly rate is \$24.35 and the total for Year 1 is \$2,537
Principal Planner	The Principal Planner (PP) will provide technical and community engagement support for the 3-year project. The PP's Year 1 time allocation to this project is 10%. The PP's hourly rate is \$39.47 and the total for Year 1 is \$8,210

Funding Opportunity Number 21-DG-11083112-001-B
 Subrecipient: City of Tarpon Springs; FEIN: 59-6000437

DIRECT COSTS FOR TREE INVENTORY 2022 PROJECT PHASE (continued)	
Fringe Benefits	Fringe benefits are listed with reference to the salaried positions and Year 1 time allocations listed above under "Salaries"
Municipal Arborist	Hourly fringe benefit rate: \$11.69; Year 1 total: \$9,728
GIS Administrator	Hourly fringe benefit rate: \$12.38; Year 1 total: \$5,150
Sustainability Coordinator	Hourly fringe benefit rate: \$8.92; Year 1 total: \$928
Principal Planner	Hourly fringe benefit rate: \$13.68; Year 1 total: \$2,845
Equipment	To achieve the objective of field data collection for the tree inventory in Year 1 the following will be required to equip the field personnel.
iPad with Sim Card	Item quantity: 5; Item cost: \$2,000; Total cost: \$10,000
GPS	Item quantity: 5; Item cost: \$2,000; Total cost: \$10,000
Life Box Case	Item quantity: 5; Item cost: \$100; Total cost: \$500
Clinometer	Item quantity: 5; Item cost: \$450; Total cost: \$2,250
Data Plan	Item quantity: 5; Item cost: \$42/month; Total cost: \$2,520
Supplies	
High Visibility Backpack	Item quantity: 5; Item cost: \$40; Total cost: \$200
DBH Tape	Item quantity: 5; Item cost: \$20; Total cost: \$100
Steel Tape Measure	Item quantity: 5; Item cost: \$20; Total cost: \$100
High Visibility Vest	Item quantity: 5; Item cost: \$20; Total cost: \$100
Tree Paint	Item quantity: 100 cans; Item cost: \$10/can; Total cost: \$100
Other Expenses	
Fuel	Item quantity: 3 miles/day/intern = 480 miles; \$0.58 per mile; Total cost: \$278
LIDAR Data	Item cost: \$218 for imagery covering City of Tarpon Springs
Printing	Item cost: \$200 for printing of 20 copies of final report and maps

The total project budget for the tree inventory scope of work is \$110,533. The City is requesting \$25,000 in grant funds and will match that with \$85,533 (77%) in cash and in-kind staff services.

Summary of Budget and Grant Request for Tree Inventory 2022 Project Phase:

Grant Amount Requested: \$25,000
 Cash Match Proposed: \$20,766
 In-Kind Services Proposed: \$64,767
 Total Project Budget: \$110,533

Estimated Budget and Grant Request for Management Plan – 2023 Project Phase:

Grant Amount Requested: \$15,000
 Cash Match Proposed: \$15,000

Estimated Budget and Grant Request for Tree Planting – 2024 Project Phase:

Grant Amount Requested: \$15,000
 Cash Match Proposed: \$15,000



City of Tarpon Springs, Florida


Office of the City Clerk & Collector


P.O. Box 5004
 410 North Ring Avenue
 Tarpon Springs, Florida 34688-5004
 (727) 942-5614
 Fax (727) 942-5619

MEMORANDUM

BOC MEETING: DECEMBER 6, 2022

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR 

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR 

SUBJECT: APPOINTMENT(S) – Housing Authority Board

BACKGROUND: There is a vacancy on this Board due to the passing of Mr. Henry Wellman, Board Member.

BOARD ACTION TO APPOINT _____* TO FILL THE UNEXPIRED TERM OF HENRY WELLMAN. THIS TERM EXPIRES NOVEMBER 22, 2024.

**Please select from the application(s) on file from the following individuals who have expressed an interest in serving on this Board.*

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY Attendee
11/16/22	Mary Delasin	TS Housing Authority				

Michele Manousos

From: Robbin Redd <robbin.redd@tarponhousing.com>
Sent: Tuesday, November 15, 2022 12:10 PM
To: Michele Manousos
Cc: Pamela Chekmazov
Subject: Board of Commissioners- Start Date?

External Email- Use caution with links and attachments

Hi there.

I hope this message finds you well. I wanted to ask if you could tell me the date of our Commissioners? I have all their applications but only some of the City's memos that appointed them officially.

Henry Wellman passed away so we need to end his term for the City records. His seat is vacant. A person approached me that lives in Tarpon at Saturday at his memorial service and expressed that they are going to apply for the Board. I will send you their application once I received it. Maybe as soon as tomorrow because I have a meeting with them.

The following are the Commissioners that I need their start dates. Please let me know if you need me to formally tell you those that are continuing their term. They are all very valuable and I can see that they enjoy their role for the housing authority. But when we have our next meeting I will ask them if they would to renew / extend their term.

1. Linda Herring, Commissioners
2. Jacqueline Malone, Chair
3. Mary Matthews, Resident Commissioner

I have the City memo that shows the start date for:

4. Arlene Sullivan (Vice Chair)
5. Donna Pentrack (Commissioner)
6. and Carmen Lake Commissioner (Commissioner)

Thank you for your support Michele....Robbin

Robbin Redd, Executive Director
Tarpon Springs Housing Authority
Local Community Housing Corporation
500 S. Walton Avenue
Tarpon Springs, FL 34689

Cell: 813-405-7005
Office: 727-937-4411
Fax: 727-279-2814

email: robbin.redd@tarponhousing.com
website: www.tarponhousing.com



All email to and from the Tarpon Springs Housing Authority is subject to the Florida Public Records laws, Chapter 119, Florida Statutes. All email communications made or received by the Authority members or staff are considered public records and are retained. And, upon request, will be made available to the public and media.



Application for Service on a City Committee or Board

Received

NOV 15 2022

City Clerk's Office
City of Tarpon Springs

NAME: Mary Delasin
 ADDRESS: 1504 Pointe Tarpon Blvd., Tarpon Springs, FL 34689
 HOME PHONE: 727-944-3080 BUSINESS/CELL PHONE: 727-479-2914 (preferred)
 DATE OF BIRTH: 12/04/1964 EMAIL ADDRESS: mzdelasin@gmail.com
 DRIVERS LICENSE NUMBER: _____
 ARE YOU A CITY RESIDENT? YES: NO: _____

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 9 mths (Worked in Tarpon for 12+ years)

LIST PERSONAL REFERENCES: TELEPHONE NUMBERS:
 1 Pr. Curt Snare 727-243-0441 (cell)
 2 Patty DeVarti 727-433-2594

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Tarpon Spring Housing Authority INTEREST LEVEL: I am very interested in being a part of the Housing Authority Board as I have worked as a volunteer w/in the realm of housing issues in Tarpon for years volunteering w/Cops + Kids, Connecting people w/ Homeshare + Coordinating the Coll. Night shelter for

2 BOARD: Several years INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: NO:

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

I have my M.S. in Education, teaching in NY + Florida for 22 years; I also have been a part of the Tarpon Community connecting people with resources + housing as well as community outreach opportunities for 12 years on staff at St. Timothy + as a volunteer. I also worked in Community development as a part of a team in Haiti following the 2010 Earthquake.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I worked in schools both in NY + Florida leading several committees in curriculum development + leadership; I also have been a part of national committees on issues of hunger + poverty as well as sustainable development with the Evangelical Lutheran Church of America as well as the Florida Bahamas Synod in Advocacy + development.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

I am very comfortable in public forums + group presentations through my work as a teacher. I also taught + led presentations throughout the US + within Florida on the complexities of sustainable development + issues of hunger with my work with the ELCA World Hunger Program + Relationship w/ the Lutheran Church of Haiti.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: NO:

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Mary Dela

DATE:

11/16/2022

(Please return completed application to the City Clerk's Office)

Mailing Address:

City of Tarpon Springs
Attn: City Clerk's Office
P.O. Box 5004
Tarpon Springs, FL 34688-5004

Physical Address:

410 N. Ring Avenue

E-Mail Address:

Cityclerk1@ci.tarpon-springs.fl.us

HOUSING AUTHORITY BOARD

NAME	TERM	TERM DATE	CONTACT INFORMATION
Linda Herring	5	11/22/2025	919 Hunter Lane, TS
Arlene Sullivan	2	11/22/2025	1403 Ventnor Avenue, TS
<i>*Filled expired term of T. Kontodiakos</i>			arlenesullivan@verizon.net
Jacqueline C. Malone	3	11/22/2025	313 Bay Street, TS
			jcmalone@tampabay.rr.com
Carmen Lake	1*	11/22/2024	1017 Greenleaf Way, TS
<i>*filled unexpired term of D. Garvey*</i>			auditorwiz@gmail.com
Donna Pentrack	2	11/22/2025	1469 Ventnor Avenue, TS
<i>*Filled unexpired term of J. Tobey</i>			donnapentrack@gmail.com
Mary Lee Matthews	1	11/22/2025	518 Walton Village Way, TS
			matthewsmary055@gmail.com
Henry Q. Wellman	2	11/22/2024	2606 Oak Circle, TS
			hwellman@verizon.net

Updated: 12/15/2021

NO ALTERNATES ON THIS BOARD

COHATCH TARPON SPRINGS APPLICATION #22-87 SITE PLAN REVIEW

Planning and Zoning Board – November 21, 2022

Board of Commissioners – December 6, 2022

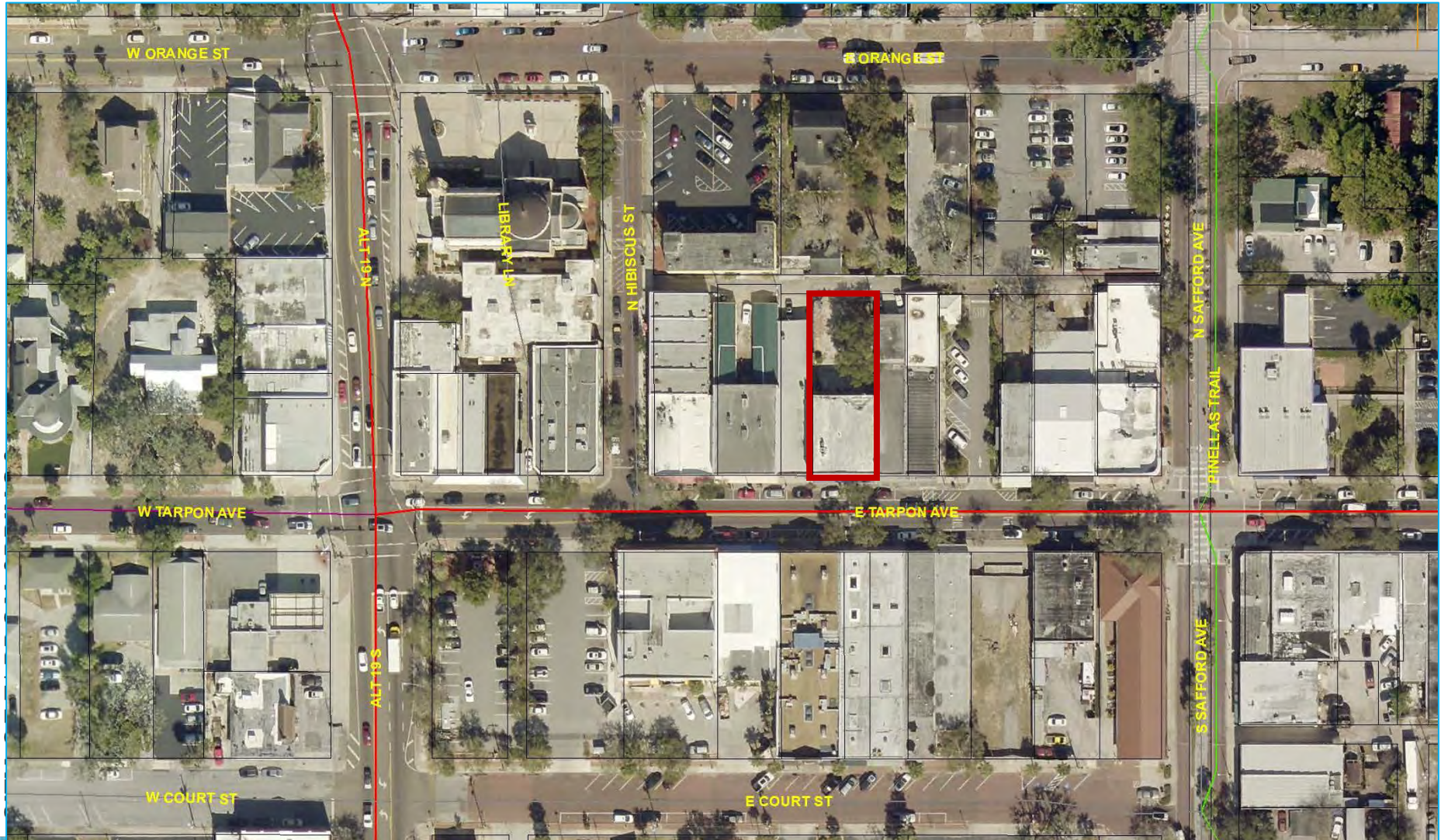


REQUEST

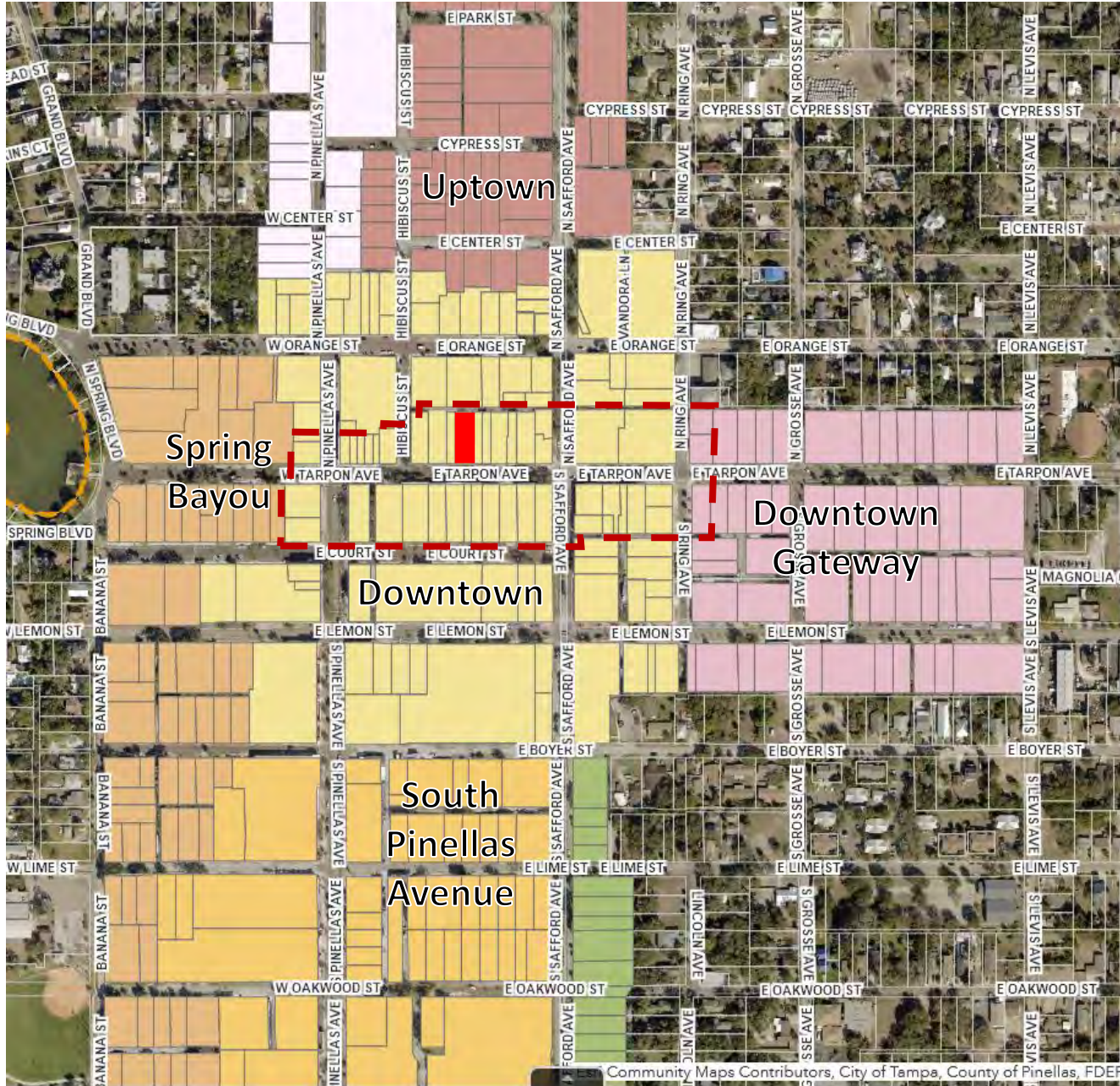
- **App #22-87, Resolution 2022-42 – Site Plan Review – COHatch Tarpon Springs**
 - 121 E. Tarpon Avenue
 - restaurant, outdoor bar, office and meeting space
 - 6,400 existing and 6,750 new square feet on 0.17 acres
- **T5b Tarpon Ave Main Street transect**
- **Downtown Character District of the Special Area Plan**
- **Community Redevelopment District (CRD) Future Land Use Map category**
- **Applicant / Owner:** J.O. DeLotto & Sons, Inc. (Darrin Thomson) / CRDV
- <https://www.cohatch.com/>



LOCATION & CONTEXT



CHARACTER DISTRICTS



SMARTCODE TRANSECTS

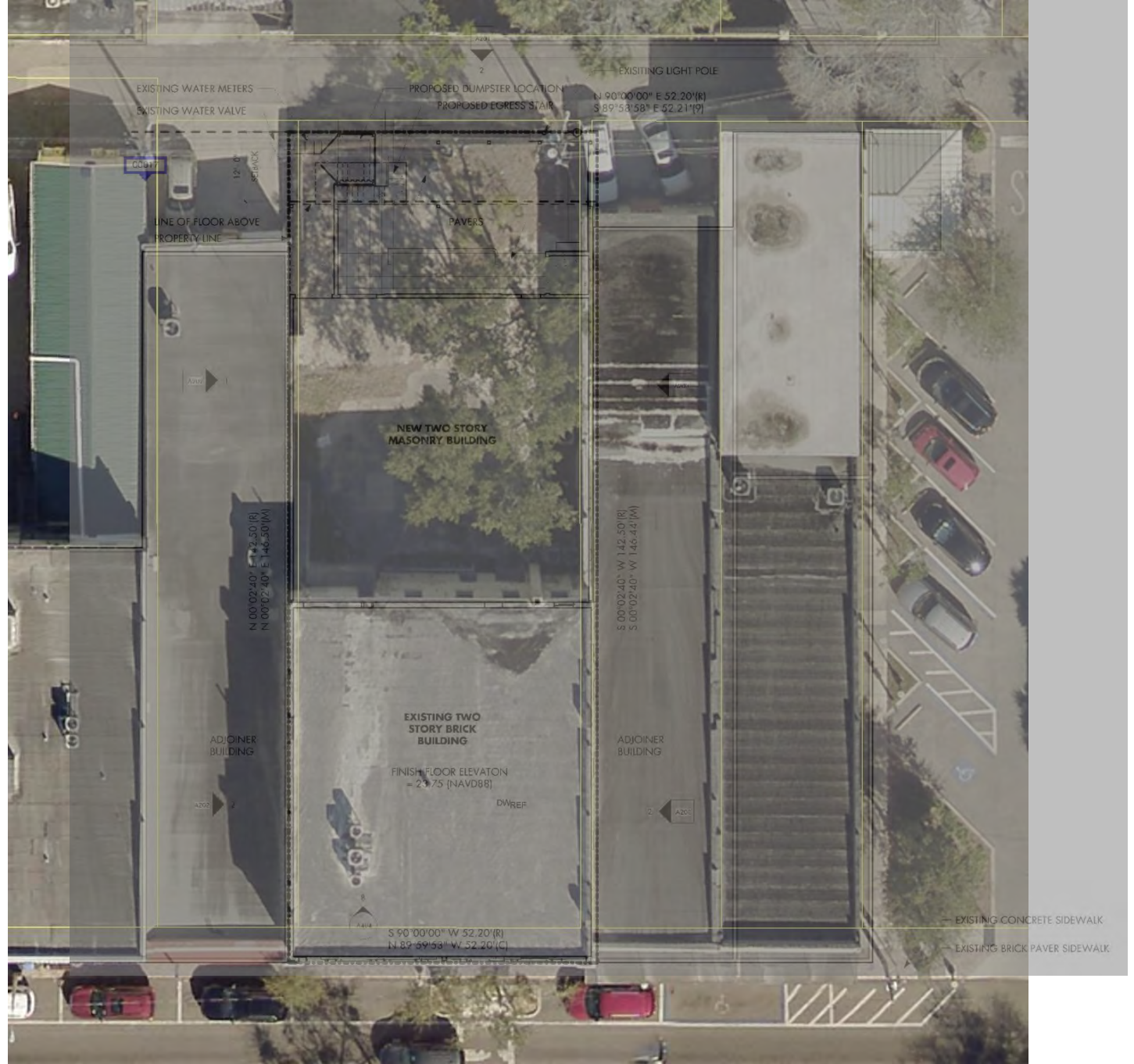


G.W. Fernald Building

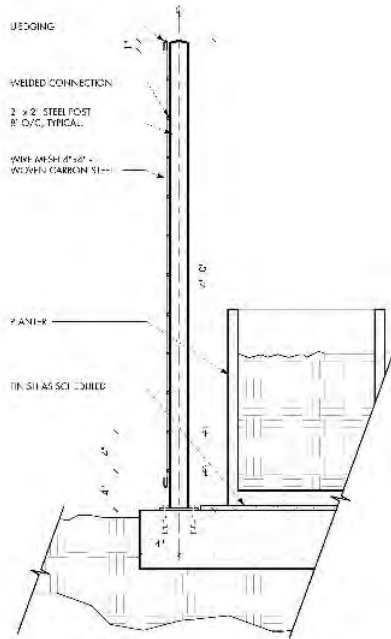
- Oldest surviving commercial building in Tarpon Springs
- First building constructed after 1894 fire
- First floor – general store
- Second floor – community social space and dance hall



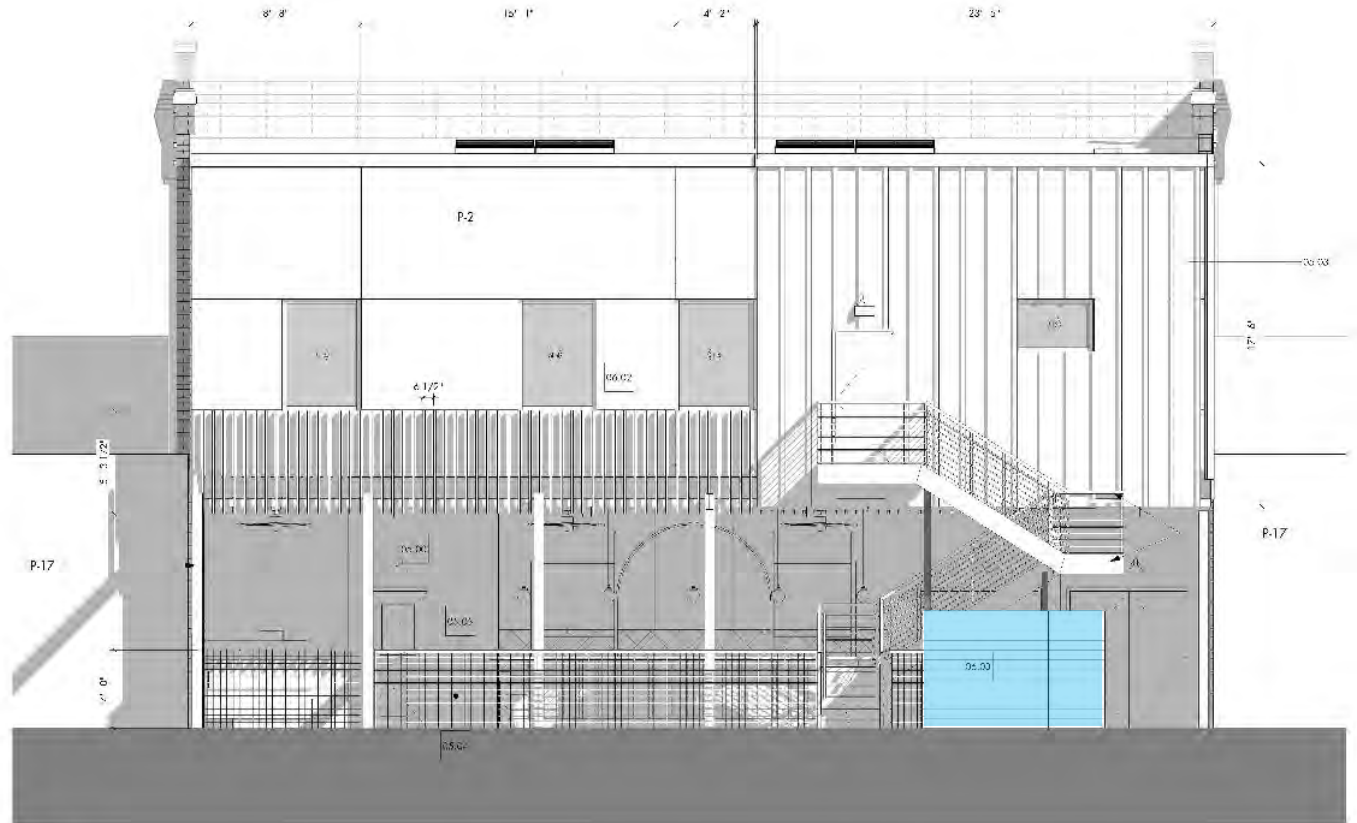
SITE PLAN



REAR ARCHITECTURAL ELEVATION

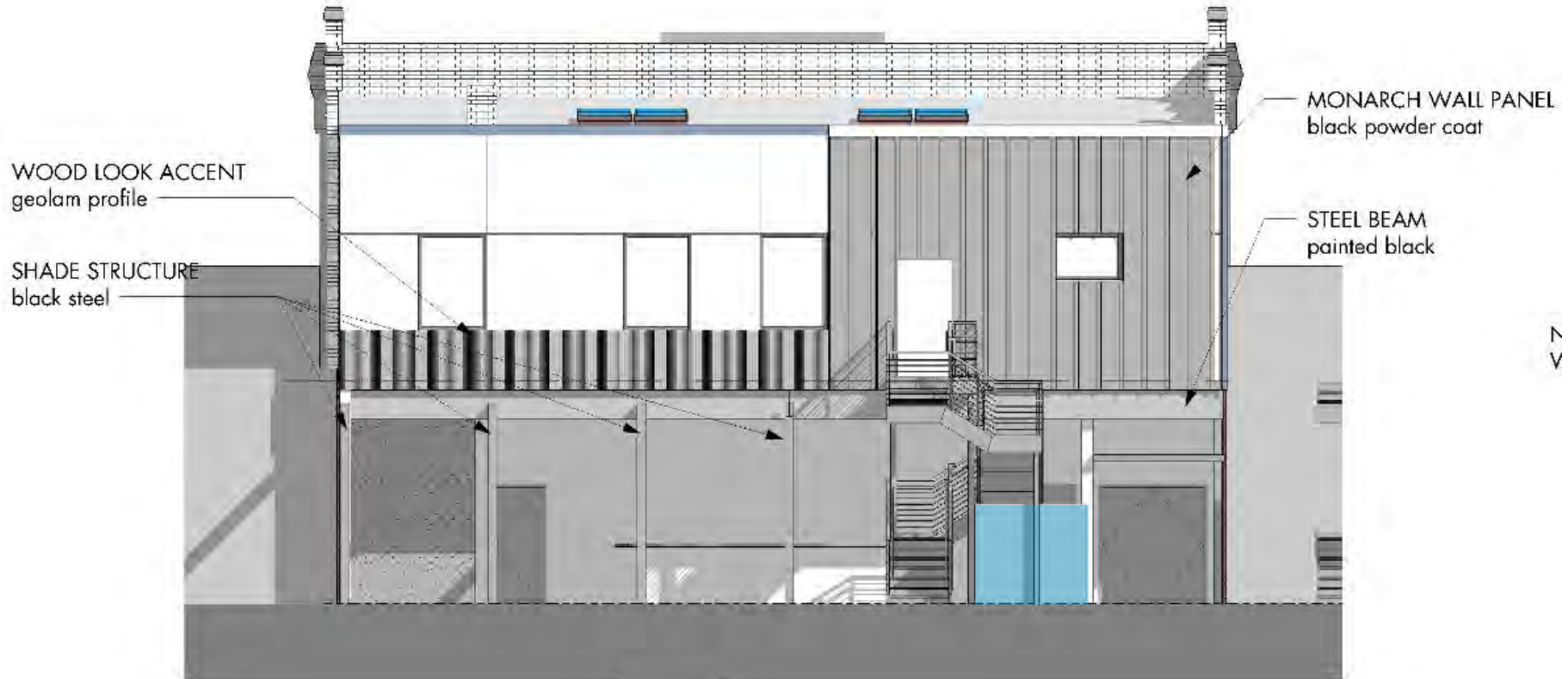


3 WWM - Fence
scale: 1 1/2" = 1'-0"



2 NORTH ELEVATION
scale: 1/4" = 1'-0"

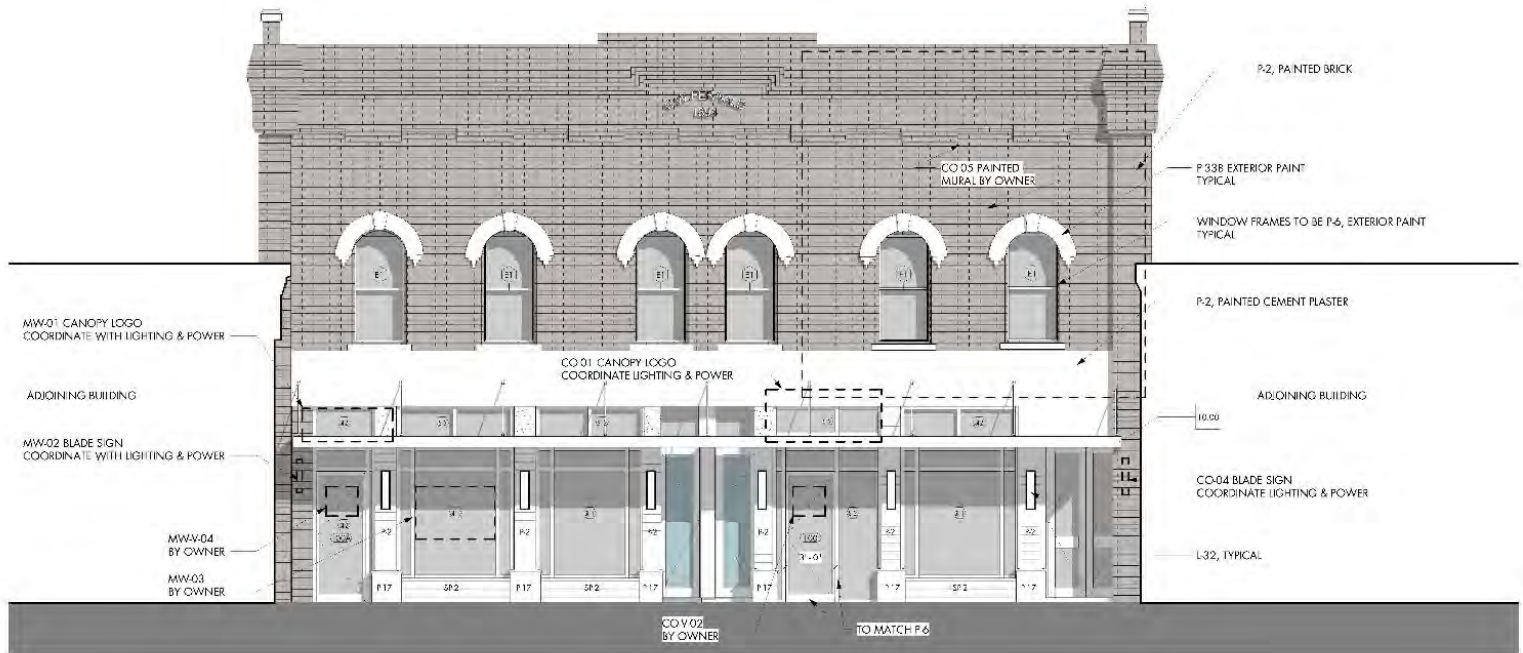
REAR ARCHITECTURAL ELEVATION - HPB



Addition



ARCHITECTURAL ELEVATIONS

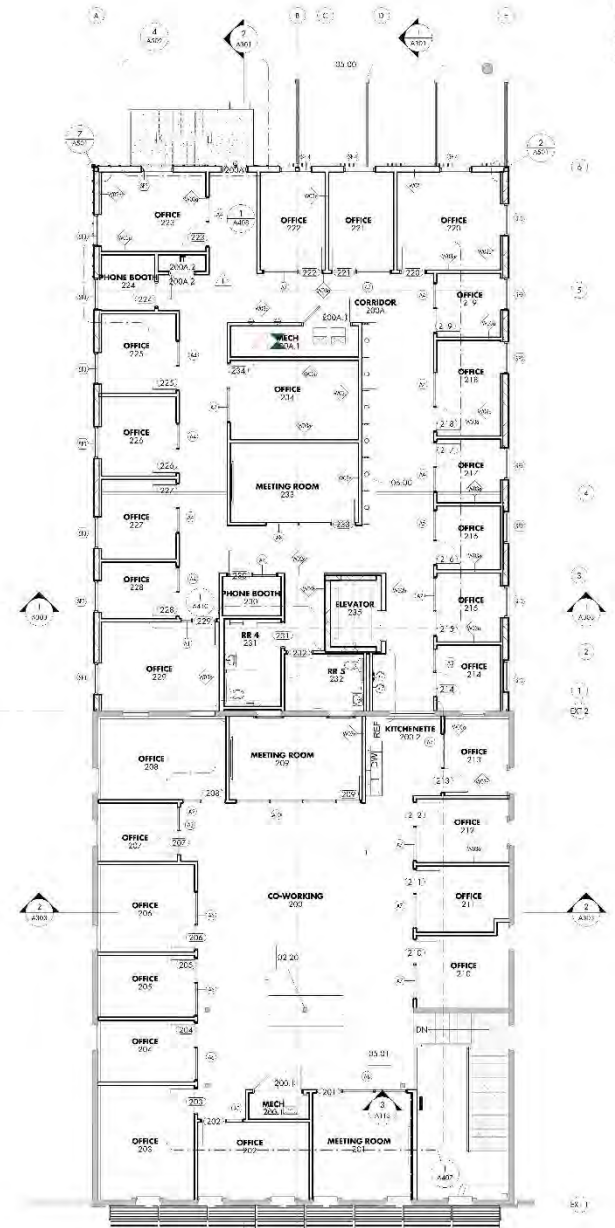
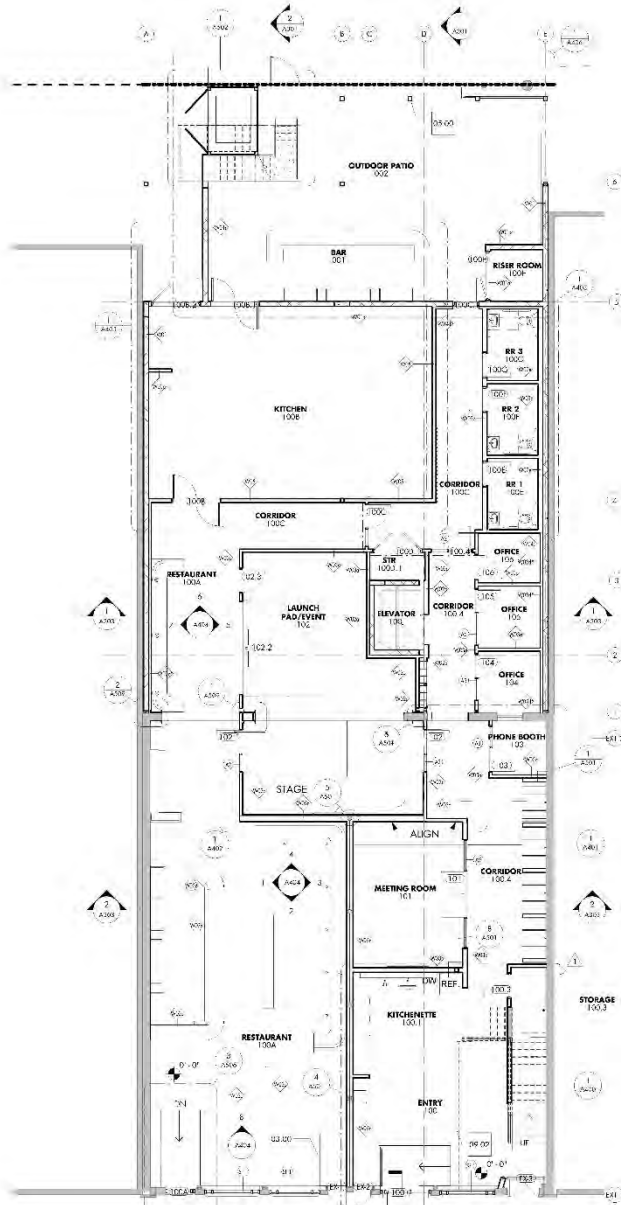


1 SOUTH ELEVATION
scale : 1/4" = 1'-0"

Front Facade



FLOOR PLANS



1 LEVEL 2.0 - FLOOR PLAN
scale: 1/8" = 1'-0"

ACCESS & PARKING - LIMITED ACCESS DUE TO ALLEY CONDITIONS

Activated Pedestrian Alley



ACCESS & PARKING – SMARTCODE

Table 4e(ii) of the SmartCode states,

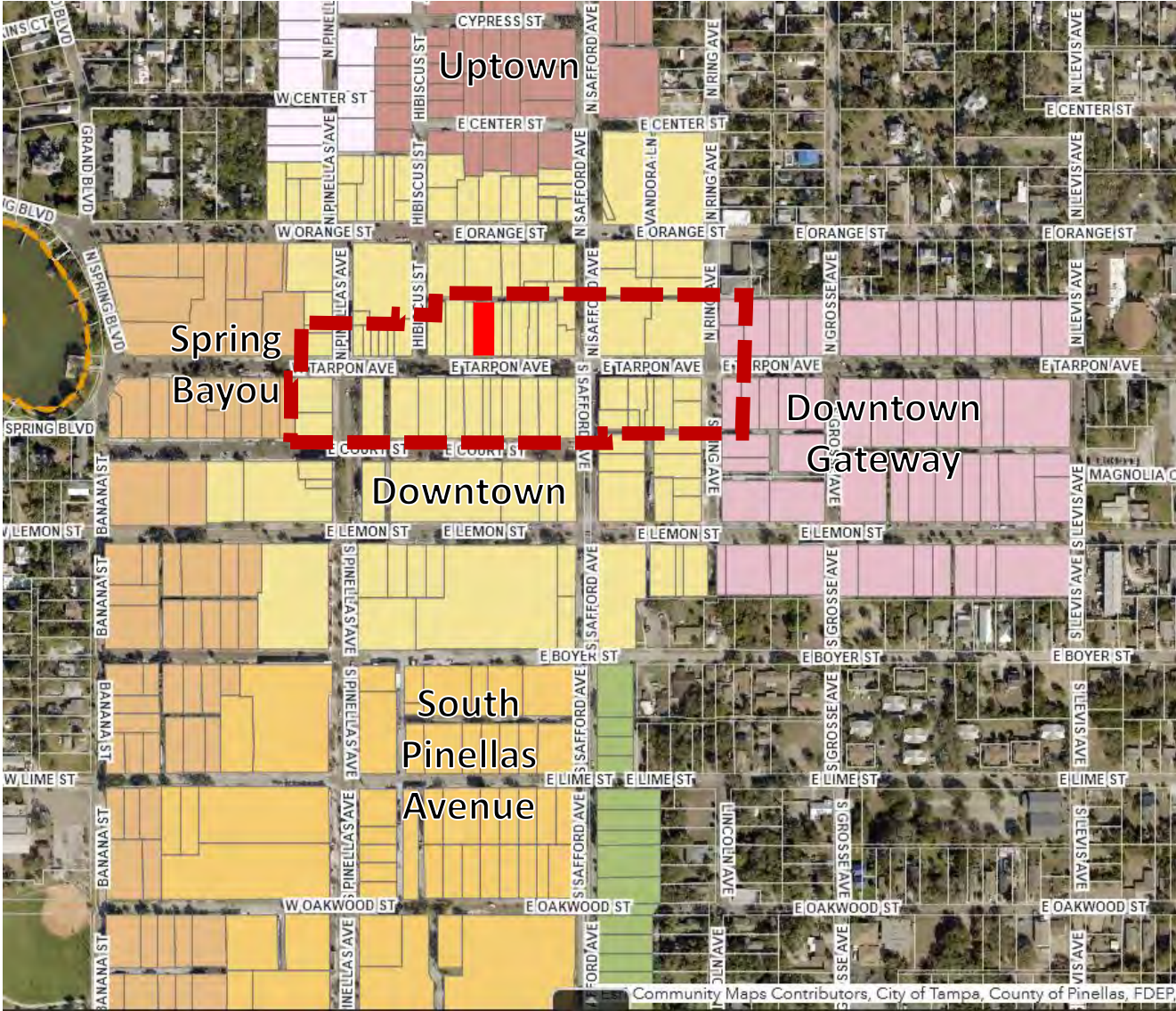
“Parking Exemptions: 1. The following Transect Zones shall be exempt from required parking where it can be demonstrated during the Site Plan Review process that available public or private paid parking is within a 5 minute walk:

a. T5b Tarpon Ave Main Street”

- ✓ Existing buildings cannot accommodate on-site parking
- ✓ Preservation of walkable environment, surface parking lots tend to disrupt the walkability of downtowns
- ✓ Encourage new businesses and adaptive reuse of existing buildings
- ✓ City continues to expand parking availability in the downtown area.



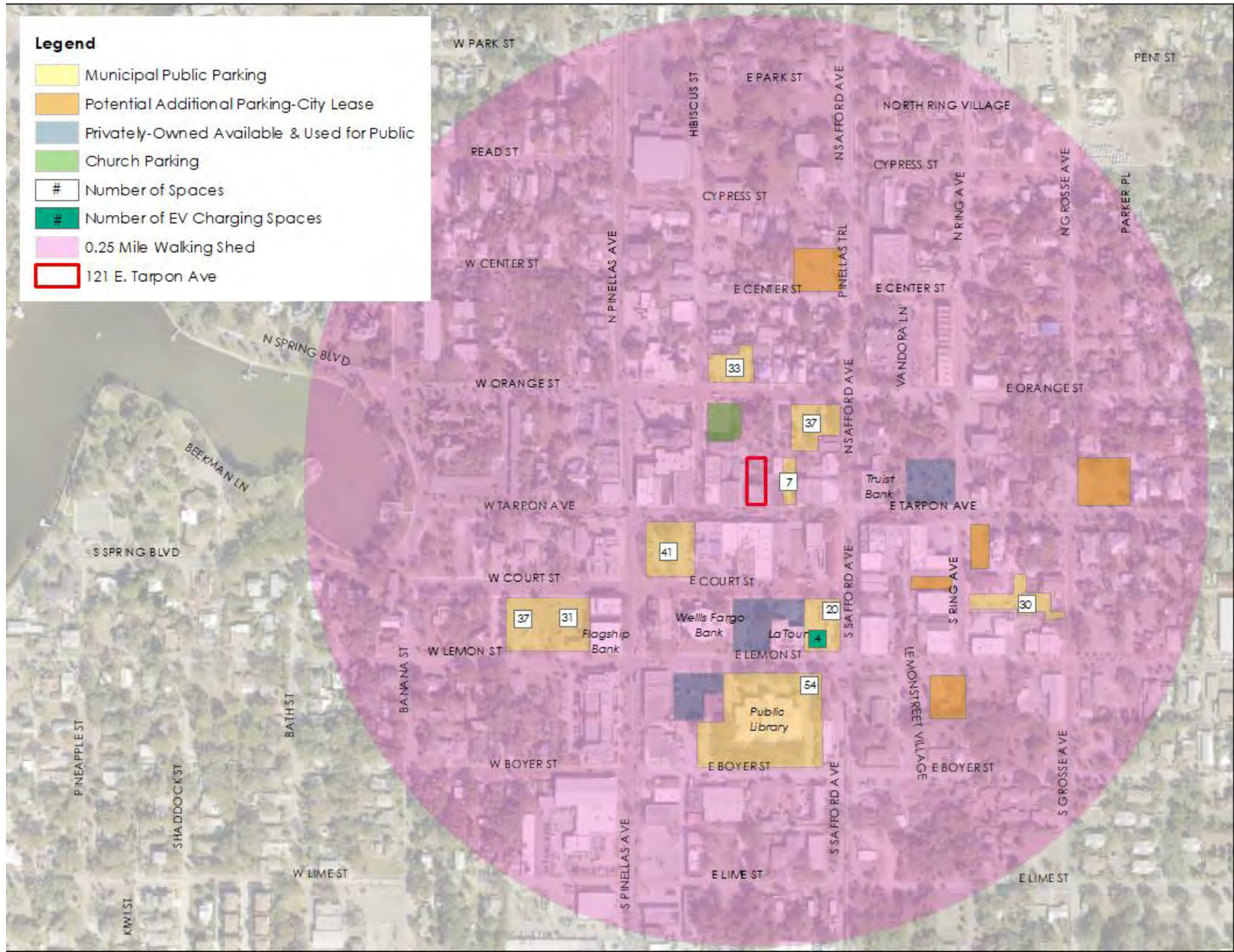
ACCESS & PARKING – T5b Transect



ACCESS & PARKING – SMARTCODE

Legend

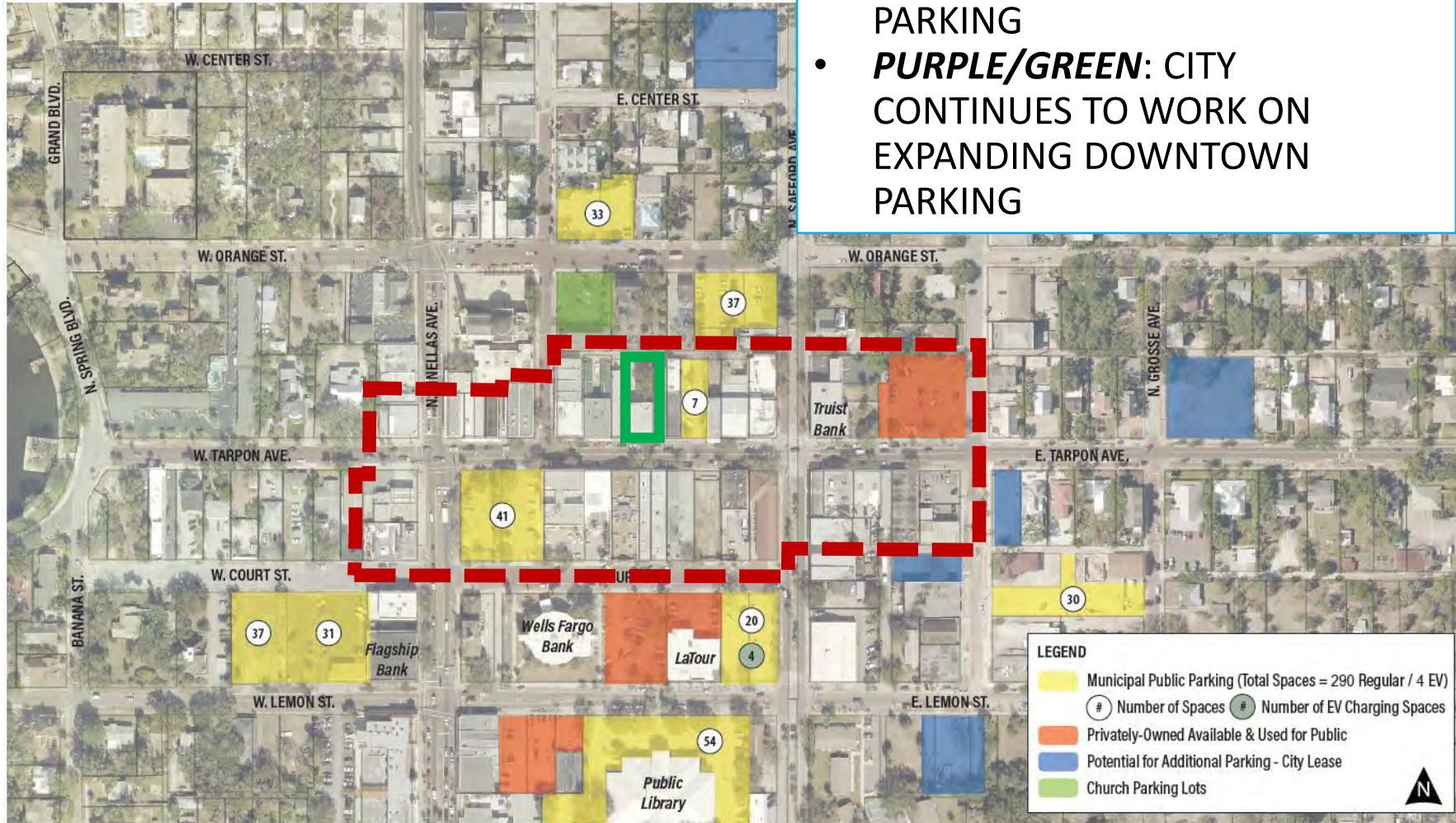
- Municipal Public Parking
- Potential Additional Parking-City Lease
- Privately-Owned Available & Used for Public
- Church Parking
- # Number of Spaces
- # Number of EV Charging Spaces
- 0.25 Mile Walking Shed
- 121 E. Tarpon Ave



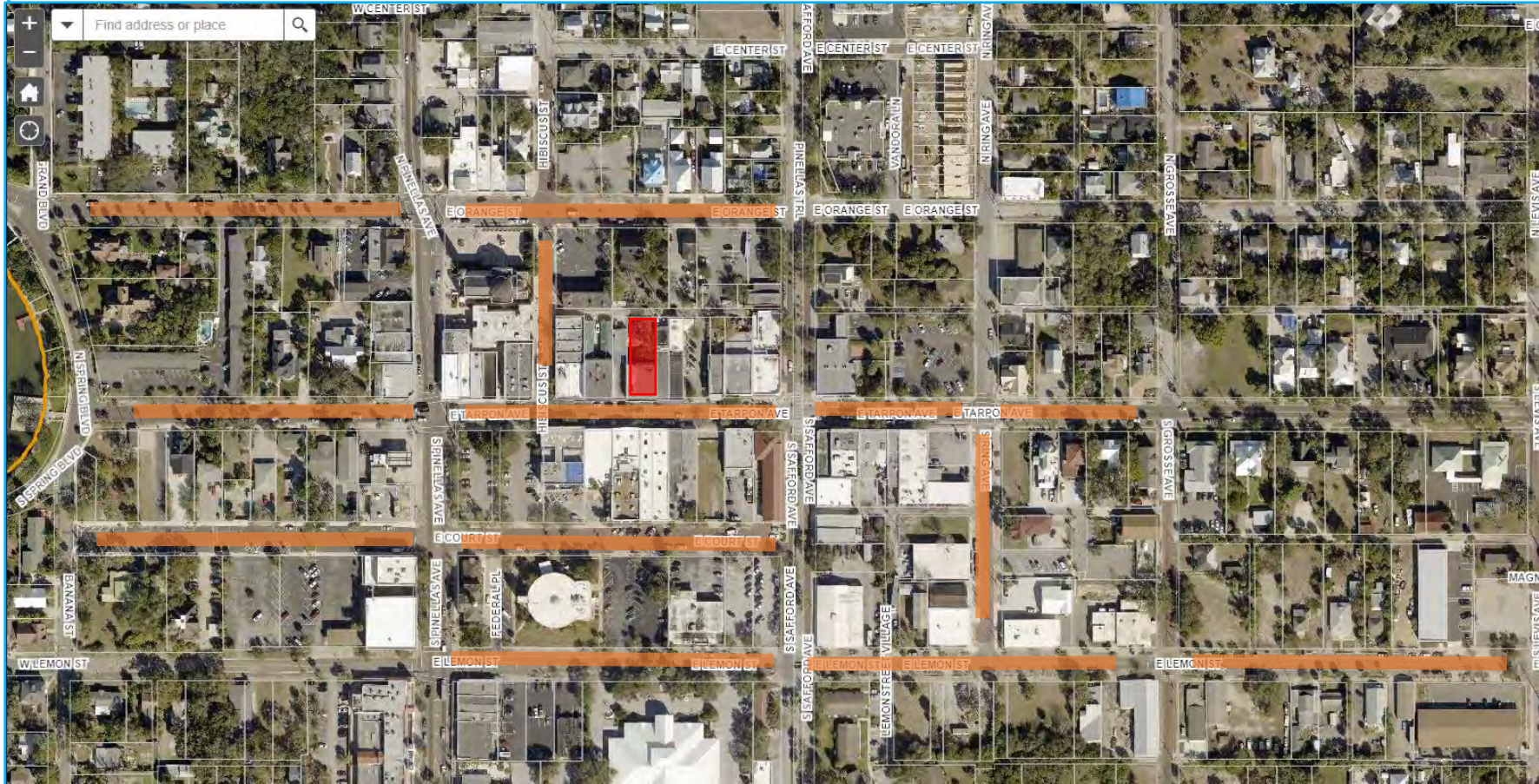
ACCESS & PARKING

PARKING LOTS

- **YELLOW = 290:** CITY-OWNED/LEASED
- **ORANGE = 79:** VERBAL AGREEMENT FOR AFTER HOURS PARKING
- **PURPLE/GREEN:** CITY CONTINUES TO WORK ON EXPANDING DOWNTOWN PARKING



ACCESS AND PARKING: ON-STREET PARKING AREAS



* Approximately 230 spaces in highlighted areas

* There are additional streets within 5-minute walking distance



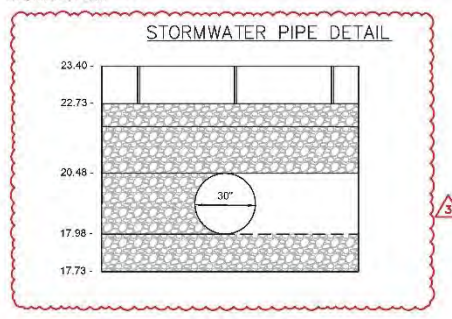
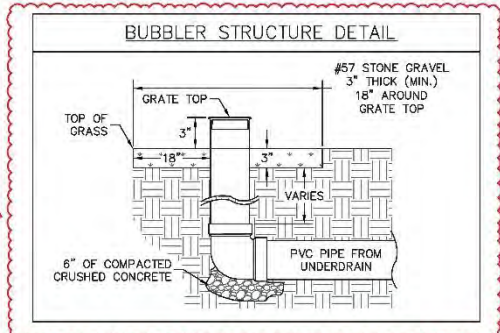
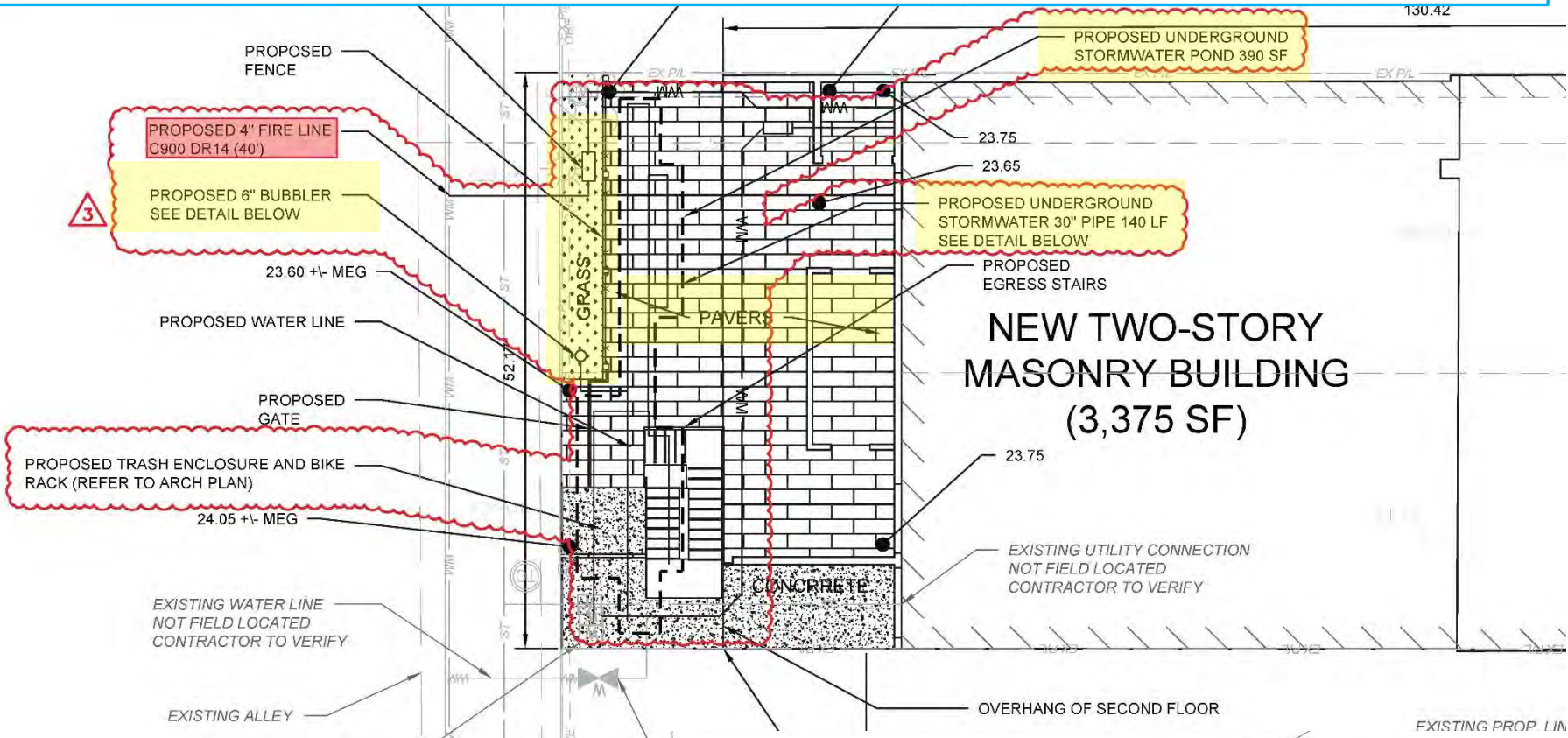
ACCESS & PARKING – DOWNTOWN PARKING ANALYSIS

Existing Gross Floor Area ¹	Maximum Required Parking ²	Shared Parking Factor ²	Available Downtown Spaces	Gross Floor Area Supported ³	Floor Area Surplus or (Deficit) ⁴
Calculations <i>WITH</i> After-Hours Downtown Parking By Verbal Agreement:					
194,200 s.f.	583	486	590	236,000 s.f.	41,800 s.f.
Calculations <i>WITHOUT</i> After-Hours Downtown Parking By Verbal Agreement:					
194,200 s.f.	583	486	511	204,400 s.f.	10,200 s.f.

1. This number is conservative – parking is actually calculated based on NET floor area only.
2. Conservative numbers that would be required without code exemption (3 spaces per 1,000 s.f. and shared parking factor of 1.2).
3. Based on 3 spaces per 1,000 s.f. with shared parking factor of 1.2.
4. The applicant is proposing 6,750 s.f. of new floor area.
5. Note that the above does not include all on-street parking within a 5-minute walking distance. The City continues to analyze and expand downtown parking.



STORMWATER SOLUTION – Exceeds Code Requirement – Alleviates Alley Concerns



STANDARDS OF REVIEW – SITE PLAN

Board of Adjustment granted variance for floor area ratio on May 26, 2021.

Heritage Preservation Board awarded Certificate of Approval on January 3, 2022

- ✓ Compliance with all applicable provisions of the land development code
- ✓ Compliance with the City's Comprehensive Plan (and Special Area Plan, including compatibility)
- ✓ Compliance with the City's Concurrency Management System
- ✓ Compliance with all other applicable City Building Codes.

PRELIMINARY STAFF RECOMMENDATION

APPROVAL of Site Plan (App #22-87) under Resolution 2022-42 subject to conditions addressing:

1. Positioning and sizing of trash enclosure as approved by HPB.
2. Full plan detail of approved stormwater solution on building permit submittal.
3. Conformance with all minimum criteria of the Land Development Code and acquisition of all other jurisdictional permits and approvals.
4. Coordination with Public Art Committee to be initiated as soon as possible.
5. Construction plan consistency with Site Plan and payment of all requisite fees.
6. Expiration of the Site Plan at one year unless a building permit application has been submitted.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board reviewed App #22-87, Resolution 2022-42 at their regular meeting of October 17, 2022 without benefit of full information. The Board heard the item again at their meeting of November 21, 2022 with seven members in attendance. The Board recommended **approval** with staff conditions, with one member dissenting.

The Board also recommended the following:

- that the applicant pursue the lease of off-site parking downtown to support the use, and,
- that the City continue to work to establish additional parking to serve the downtown area.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[OCTOBER 17, 2022 / NOVEMBER 8, 2022]

STAFF REPORT – UPDATED NOVEMBER 10, 2022
BOARD OF COMMISSIONERS UPDATE – NOVEMBER 30, 2022

Application No. / Project Title: #22-87 / COhatch Tarpon Springs

Staff: Patricia McNeese, Principal Planner

Applicant / Owner: J.O. DeLotto & Sons, Inc., Darrin Thomson / CRDV

Property Size: 7,438 square feet

Current Zoning: T5b Tarpon Ave Main Street, Downtown Character District
Special Area Plan

Current Land Use: Commercial Redevelopment District (CRD)

Location / Parcel ID: 121 East Tarpon Avenue / 12-27-15-64998-000-0071

BACKGROUND SUMMARY:

The applicant wishes to redevelop an existing downtown property to house restaurant and office uses including meeting rooms and co-working space. The proposed project includes the existing two-story building plus a two-story addition that essentially doubles the size of the existing building. It is located in the heart of the City's downtown at 121 East Tarpon Avenue. Approvals of various aspects of the project have been received from the Board of Adjustment and from the Heritage Preservation Board.

THIS STAFF REPORT HAS BEEN UPDATED WITH ADDITIONAL INFORMATION, SHOWN IN RED.

PRELIMINARY STAFF RECOMMENDATION:

Staff finds the application for site plan approval consistent with the applicable review criteria and recommends **APPROVAL of Resolution 2022-42**, subject to the following:

1. The architectural design submitted with the building permit shall be revised to place the trash enclosure behind the staircase supports and to conform to the sizing and architectural design approved by the Heritage Preservation Board pursuant to the Certificate of Approval for Application #21-139.
2. The stormwater management solution is approved. The building permit plan submittal shall include all additional plan detail specified by the City.
3. The developer is strongly encouraged to schedule their choice of artist and public art proposal for review by the City's Public Art Committee as soon as possible in order to avoid delaying the issuance of a Certificate of Occupancy for the project.
4. The developer is responsible for meeting the minimum criteria of the Land Development Code



and for acquiring all other jurisdictional permits and approvals.

5. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
6. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item at their regular meeting of October 17, 2022 and recommended denial of the project. The item was heard without benefit of the applicant being present to fully explain the use, and, without benefit of background information regarding available parking in the downtown area. The Board heard the item again at their regular meeting of November 21, 2022 with seven members in attendance. The meeting included a full presentation by the applicant explaining the use, and, expanded information provided by staff regarding available downtown parking. The Board recommended approval with staff conditions with one member dissenting. The Board also recommended the following:

- That the applicant pursue the lease of off-site parking downtown to support the use, and,
 - That the City continue to work to establish additional parking to serve the downtown area.
- The applicant’s presentation has been added to the Board of Commissioners agenda packet.

CURRENT PROPERTY INFORMATION:

Use of Property:	Unoccupied building; Previously a bar and lounge
Site Features:	Existing building, pavement, few trees
Flood Hazards:	This property is located within flood zone X.
Vehicle Access:	The property is fronted by East Tarpon Avenue to the south and an alley to the north. There is no effective vehicle access. Emphasis is on pedestrian access.

SURROUNDING ZONING & USE:

	Zoning:	Use:
North:	T4a Residential + Retail/Office	Unoccupied building (previously a restaurant)
South:	T5b Tarpon Ave Main Street	Retail
East:	T5b Tarpon Ave Main Street	Retail/Entertainment
West:	T5b Tarpon Ave Main Street	Retail

SITE PLAN REVIEW PROCEDURES & STANDARDS:

The Technical Review Committee (TRC) last reviewed this project at their regular meeting of September 8, 2022 and determined that the application was complete and ready for processing.



Section 210.03 of the Land Development Code (LDC) sets the compliance standards for a Site Plan. Each standard is listed below followed by the staff's analysis.

COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE LDC:

Analysis: The property is located within the T5b Tarpon Ave Main Street transect of the SmartCode and in the Downtown Character District of the Special Area Plan (SAP). The property is home to the G.W. Fernald Building, the oldest surviving commercial building in Tarpon Springs, constructed just after the 1894 fire. The first floor originally housed a grocery/general store and the second floor served as a community social space and dance hall (see Sanborn Fire Insurance Maps, 1913 and 1919). The owner proposes an adaptive reuse of this property to house a flexible multi-use commercial space. An architectural floor plan is included with this agenda packet showing proposed uses of restaurant, outdoor bar, office spaces, and meeting/event spaces over about 6,575 square feet on the first floor. The remaining 6,575 square feet on the second floor will house office, meeting and co-working spaces. The applicant has received the following approvals for this project to date:

The Board of Adjustment, at their meeting of May 26, 2021, approved a maximum gross floor area ratio of 1.90 (Application #21-56). The applicant proposes a total gross floor area ratio of 1.74.

The Heritage Preservation Board, at their meeting of January 3, 2022, granted a Certificate of Approval (Application #21-139) for the building addition to the rear of the existing contributing structure, the renovation of all existing facades and the signage and lighting.

The T5b transect permits restaurant and offices uses by right. The proposed site plan is consistent with the requirements of the T5b transect and Downtown Character District with the approval of the variance. The adjacent area is characterized by a vibrant mix of commercial uses including shopping, dining, entertainment and offices. The activation of this substantial commercial property in the heart of downtown, through the adaptive and sensitive reuse of the City's oldest commercial building in concert with the ongoing City initiative of rear alley pedestrian activation is a significant positive step for the City's downtown redevelopment program.

Notable features of the project with respect to code compliance include the following:

- **Vehicular Access and Parking:** The property is bordered by East Tarpon Avenue on the south side and by an alley on the north side. The project building will occupy the entire property and there will be no vehicular access to the site. The rear alley is substandard measuring from 7.5 feet to 15 feet in width at various points. Improvements to this alley are underway to orient it to pedestrian use. It is currently lit at night and will be further improved to activate it as an attractive, safe and vibrant experience for the pedestrian. Vehicular access is very limited. The T5b transect does not require parking where public or private paid parking is available within a five-minute walk. Street and lot parking is available downtown within the 5-minute walkshed.

PARKING - UPDATED INFORMATION:

T5b Tarpon Ave Main Street Transect Parking Requirements: Applicants for a project in the T5b Tarpon Ave Main Street Transect are not required to provide parking for their projects. This is due to the following:

- **the configuration and lot coverage of the existing buildings many of which pre-dated**



- use of the automobile and cannot physically accommodate on-site parking,
- preservation of a walkable downtown environment, which surface parking lots tend to disrupt,
- attraction of new businesses to the downtown and adaptive reuse of existing buildings, many of which are historic,
- the City continues to expand parking availability in the downtown area.

Table 4E(ii) of the SmartCode specifies: *“Parking Exemptions: 1. The following Transect Zones shall be exempt from required parking where it can be demonstrated during the Site Plan Review process that available public or private paid parking is within a 5 minute walk: a. T5b Tarpon Ave Main Street.”*

City-owned and leased parking lots provide at least 290 parking spaces. The City also has verbal agreements with three bank owners for after-hours parking in 79 spaces. At least 230 spaces of on-street parking is also available including recently added spaces along West Court Street. All of these facilities are available within less than a 5-minute walk from the property. The City continues to work on expanding downtown parking lots/facilities. Downtown parking for this proposed use is more than adequate. The use is compliant with the SmartCode since provision of parking is not required in this particular transect.

Existing Gross Floor Area ¹	Maximum Required Parking ²	Shared Parking Factor ²	Available Downtown Spaces	Gross Floor Area Supported ³	Floor Area Surplus or (Deficit) ⁴
Calculations WITH After-Hours Downtown Parking By Verbal Agreement:					
194,200 s.f.	583	486	590	236,000 s.f.	41,800 s.f.
Calculations WITHOUT After-Hours Downtown Parking By Verbal Agreement:					
194,200 s.f.	583	486	511	204,400 s.f.	10,200 s.f.

1. This number is conservative – parking is actually calculated based on NET floor area only.
 2. Conservative numbers that would be required without code exemption (3 spaces per 1,000 s.f. and shared parking factor of 1.2).
 3. Based on 3 spaces per 1,000 s.f. with shared parking factor of 1.2
 4. The applicant is proposing 6,750 s.f. of new floor area.
 5. Note that the above does not include all on-street parking within a 5-minute walking distance. The City continues to analyze and expand downtown parking.
- **Solid Waste Handling:** The existing rear alley is substandard and cannot be served by the normal dumpster pickup method on the site. The applicant will be participating in cost share/shared use of a dumpster located just to the northeast of the property at the Orange Street parking lot. The City is currently implementing an upgrade to expand dumpster capacity at this location.

It is noted that the trash enclosure depicted in the plans set submitted for the Site Plan approval does not match that approved by the Heritage Preservation Board (HPB). The applicant should submit the HPB-approved trash enclosure with the building permit submittal. A condition of approval is recommended to cover this requirement.



- Drainage/Impervious Surface: The property currently has an impervious surface ratio of 0.85. With the redevelopment of the property, the applicant proposes to lower that ratio to 0.83 using a creative combination of paver surface, underground storage and bubbler for erosion reduction. The system is designed to infiltrate stormwater into the ground, with the bubbler providing erosion control during large storm events where runoff enters the alley. The City's Consulting Stormwater Engineer has specified additional plan notes that should be included with the building permit submittal. A condition of approval is recommended to cover this requirement.

STORMWATER – UPDATED INFORMATION:

Section 141.03 of the Land Development Code requires the following:

“(A) When a site is modified or altered and additional gross floor area is constructed upon existing impervious surfaces, retrofitting of the stormwater infrastructure is not necessary provided that: 1. The existing stormwater management system is functioning as designed and capable of serving the additional gross floor area without degrading the existing level of service; 2. The stormwater management system is inspected and certified by a Florida registered professional engineer; and 3. The stormwater management system is in compliance with all state agency permits (A letter from the regulating state agency may be required at the time of site plan review attesting to permit compliance).”

A retrofit of this site is not required because the existing impervious surface ratio of 0.85 is not being increased. The applicant is proposing to lower the impervious surface ratio of the site to 0.83. The City's stormwater consulting engineer has reviewed the project and concurred with this finding. In the course of the review by the City's Technical Review Committee, the Public Works staff and City's stormwater consulting engineer expressed concern with the potential for erosion in the alley during heavy rains. The applicant and City staff worked together to create a “mini-vault” system, described in this staff report (see above) that will actually improve stormwater handling in this area and will reduce negative impacts on the alley environment as runoff makes its way into the City's system to the east. The applicant has provided a system that exceeds the current code requirements and the proposal is compliant with the City's regulations.

- Public Art: The applicant has stated that they will contract with a professional artist to fulfill the public art requirement of Section 296.00 of the Land Development Code. The applicant should be strongly encouraged to pursue this endeavor at their earliest convenience in order to avoid delaying issuance of a Certificate of Occupancy. A condition of approval is recommended to provide written notification to the applicant.

COMPLIANCE WITH THE CITY'S COMPREHENSIVE PLAN:

The project site is located in the CRD (Community Redevelopment District) category and is in the Downtown Character District of the City's Special Area Plan. The Downtown Character District is “focused on Tarpon Ave. which is the main street for the CRA [Community Redevelopment Area]. The suggested uses for this district are intended to promote retail development and encourage medium density and mixed use residential development to support the retail along Tarpon Ave.” The project not only provides a restaurant, but also a venue and gathering/working space that will increase downtown activity with peripheral benefit to surrounding businesses. The proposed project is compliant with the Downtown Character District standards including floor area ratio, impervious



surface ratio, and other standards.

The Special Area Plan also directs that “individual projects/developments shall be reviewed for compatibility with surrounding existing uses and furthering the intent of the character district in which it is located.” This requirement, described in Section 3.B., subparagraph, “Compatibility Review” also states the following:

“Florida Administrative Code (F.A.C.) Chapter 9J-5.003 defines “compatibility” as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. When reviewing compatibility the objective shall be to obtain an equal balance between surrounding existing uses and planned uses for the character district. Where there is conflict in achieving an equal balance between such existing and planned uses, the F.A.C. definition of compatibility as stated above shall take precedence. Special consideration shall be given to projects located adjacent to properties on the periphery of the Special Area Plan boundary and those located adjacent to the portion of the Historic District which is not also located with the Special Area Plan boundary. When considering 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 project is located in the heart of the City’s downtown and the SAP Downtown Character District. Its scale, massing and height meets the standards and intent of the Downtown Character District and has been approved by the Heritage Preservation Board for Historic District design appropriateness. The proposed use is expected to coexist with adjacent/surrounding existing and planned downtown uses in a stable fashion over time. Although there is no existing residential use located immediately adjacent to the property, the SAP and the T5b transect do allow them, mainly encouraged in a mixed use setting where residential users would be fully cognizant of the existing activity center setting in which they are located.

The applicant’s project is consistent with the City’s Comprehensive Plan and the Special Area Plan.

COMPLIANCE WITH THE CITY’S CONCURRENCY MANAGEMENT SYSTEM:

Article VIII of the LDC requires that public facilities be available concurrent with the impacts of development. The project is not expected to degrade the levels of service for the listed facilities:

Facility	Proposed Impacts	Facility	Proposed Impacts
Potable Water:	1,165 gallons per day	Solid Waste:	8 tons per year
Wastewater:	1,165 gallons per day	Transportation:	71 peak hour trips



Vehicular Trip Generation: The he previous use of this property (bar/lounge) generated 73 highest (afternoon) peak hour trips. The new uses will generate the following highest peak hour trips: 16 for the office use, 43 for the restaurant use and, 12 for the bar. Therefore, the total new highest

peak hour trips expected is 71. In addition to this, the applicant should expect a certain level of “pass-by capture” from patrons who were already downtown on other business. Although this factor was not analyzed, it is expected that the actual number of destination trips generated by this site would normally be lower than the standard trip generation number.

Drainage: As described above, the property will be treated to ensure that the existing impervious surface (0.85) is not increased and to ensure that the alley is not impacted by stormwater runoff.

COMPLIANCE WITH ALL OTHER APPLICABLE CITY BUILDING CODES:

The applicant has been working with City staff to ensure that the interior renovations and building additions address all building, fire, utilities and other City codes. The project is expected to be able to comply with all City codes.

ATTACHMENTS:

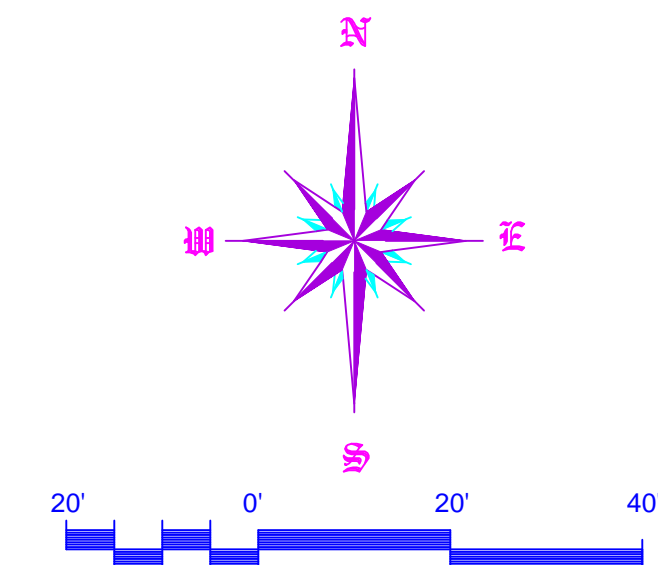
1. Staff Slide Presentation
2. Survey
3. Certificate of Concurrency
4. Stormwater Management Report
5. Demolition Plan
6. Signed Notice of Decision for Variance, Application #21-56
7. Signed Certificate of Approval, Application #21-139
8. Applicant’s Slide Presentation to Planning and Zoning Board
9. Resolution 2022-42
10. Site Plan and Architectural Plan (Exhibit A)

NOTES CORRESPONDING TO SCHEDULE B

AS PER COMMITMENT NO. GLW2100523, DATED MARCH 22, 2021

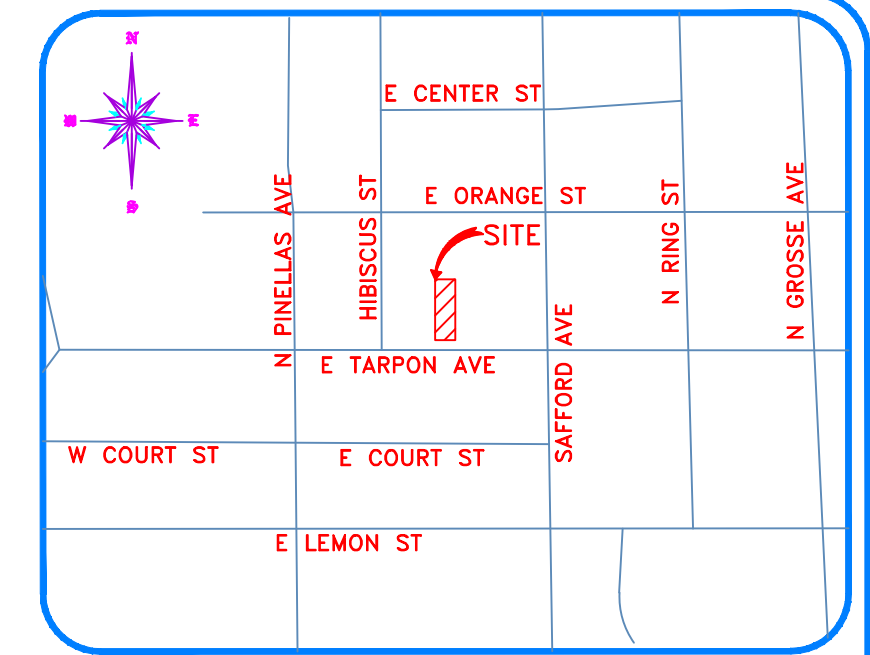
- 6. Easement for use and maintenance of that portion of the building which encroaches from the East 1/2 of Lot 7 into the West 1/2 of Lot 7 as evidenced by that certain Warranty Deed recorded in Official Records Book 14992, Page 1605, of the Public Records of Pinellas County, Florida, BLANKET IN NATURE FOR THE WEST HALF OF LOT 7 INCLUDING ADJOINER BUILDING ENCROACHING THE PROPERTY

ALTA/NSPS LAND TITLE SURVEY



SCALE: 1" = 20'

NORTH INDEX IS GPS RTK OBSERVED



VICINITY MAP

NOT TO SCALE

STANDARD LEGEND

MONUMENT FOUND	POWERPOLE	SS - SAN SEWER LINE
MONUMENT SET	OV WIRE	CS - CURB MANHOLE
MAG NAIL FOUND	LIGHT POLE	GS - GREASE TRAP
MAG NAIL SET	OS-STREET LIGHT POLE	CO - CLEAN OUT
X MARK AS NOTED	ELEC. TRANSFORMER	SD - STORM DRAIN LINE
R.R. SPIKE FOUND	BURIED ELECTRIC	SD - STORM DRAIN MANHOLE
R.R. SPIKE SET	OVERHEAD ELECTRIC	SI - STORM INLET
BENCHMARK	ELECTRIC MANHOLE	CB - CATCH BASIN
CONC. R/W MARKER	ELECTRIC METER	TELEPHONE BOX
RECORD DATA	ELECTRIC BOX	TELEPHONE PEDestal
MEASURED DATA	GENERATOR	TELEPHONE VAULT
CALCULATED DATA	ELECTRICAL VAULT	TELEPHONE VAULT
R/W RIGHT OF WAY	ELECTRICAL PEDestal	TELEPHONE MANHOLE
BSL BACK SET LINE	WATER LINE	TELEPHONE LINE
RCP REINFORCED CONC PIPE	WATER MANHOLE	TELEPHONE POLE
CMP CORRUGATED METAL PIPE	WATER VALVE	OV/HT OVERHEAD TELEPHONE
PVC PLASTIC PIPE	HYDRANT	UNDERGROUND
MIL METAL	BACK FLOW PREVENTOR	TELEPHONE MARKER
AOL ABOVE GROUND LEVEL	FIRE SUPPLEMENT CONNECTION	CABLE TELEVISION
S.F. SQUARE FOOT	WATER VAULT	FO - FIBER OPTIC CABLE
1/2 UNDERGRAPING	WATER VAULT	OV/HT OVERHEAD CABLE
FUEL TANK LID	GAS VALVE	CABLE BOX
FLAG POLE	GAS METER	CABLE PEDestal
UNKNOWN MANHOLE	UNDERGROUND GAS MARKER	UNDERGROUND
FROZEN MANHOLE	GAS MANHOLE	TELECOMMUNICATIONS
UNKNOWN VAULT	GAS LINE	MANHOLE
TRAFFIC POLE	TRAFFIC POLE	TELECOMMUNICATIONS
MAIL BOX	TRAFFIC MANHOLE	VAULT
BOLLARD	TRAFFIC SIGNAL BOX	FIBER OPTIC VAULT
BORE HOLE	TRAFFIC VAULT	FIBER OPTIC VAULT
MONITORING WELL	STOP SIGN	FENCE

SITE DATA

ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A ZONING REPORT BY DATED REPORT NO. REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES. COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

- 1. ZONING- ZONING NOT PROVIDED AT THE TIME OF SURVEY
 - SETBACKS-
 - FRONT=
 - SIDE=
 - REAR=
- HEIGHT RESTRICTIONS- NOT TO EXCEED STORIES OR 34'
- PARKING PROVIDED-
 - REGULAR= 0 SPACES
 - HANDICAPPED= 0 SPACES
 - TOTAL SPACES PROVIDED= 0 SPACES
- 3. NOTES REGARDING TABLE A ITEMS 16 & 17-
 - NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS.
 - NO OBSERVABLE CHANGES IN STREET RIGHT-OF-WAY LINES, RECENT STREET OR SIDEWALK REPAIRS.

IMPROVEMENT NOTES

THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS DEED LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

- A1 ADJOINER BUILDING 0.8' ACROSS LINE
- B1 BUILDING 0.4' ACROSS LINE
- C1 ADJOINER BUILDING 0.1' ACROSS LINE

SURVEYOR NOTES

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS. ITEMS LISTED BELOW MAY REPRESENT AN EASEMENT THAT WAS NOT SHOWN IN SCHEDULE B DOCUMENTS

- A2 NONE NOTED

LEGAL DESCRIPTION

THE EAST 1/2 OF LOT 7 AND THE WEST 1/2 OF LOT 8, OWNERS DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 77, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND THE WEST 2.2 FEET OF THE EAST 1/2 OF LOT 8, OWNERS DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 77, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALTA/NSPS LAND TITLE SURVEY

SURVEYOR'S CERTIFICATION

TO: EQUITY CONSTRUCTION & FIDELITY NATIONAL TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6a, 6b, 7a, 7b(1), 7c, 8, 9, 13, 16, 17, & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 13, 2021.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

For inquiries, questions or concerns about this survey contact mjfeldbusch@ussurveyor.com or call 1-800-867-8783 ext. 201

U.S. SURVEYOR
4929 Riverwind Pointe Drive
Evansville, Indiana 47715
NATIONWIDE REAL ESTATE DUE DILIGENCE
1-800-TO-SURVEY

PREPARED FOR:
EQUITY CONST.

PROJECT LOCATION:
PINELLAS COUNTY, STATE OF FLORIDA

PROJECT ADDRESS:
121 E TARPON AVE
TARPON SPRINGS, FL 34689

PROJECT TYPE:
ALTA/NSPS LAND TITLE SURVEY

NOT VALID WITHOUT ORIGINAL SIGNATURE

LB NO. 0006899
BB# 6403

PROFORMA

MICHAEL F. FELDBUSCH, PSM
FLORIDA REGISTRATION No. 4815
DATE OF CERTIFICATION 05/24/2021

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT ORIGINAL SIGNATURE

LB NO. 0006899
BB# 6403

PROFORMA

MICHAEL F. FELDBUSCH, PSM
FLORIDA REGISTRATION No. 4815
DATE OF CERTIFICATION 05/24/2021

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

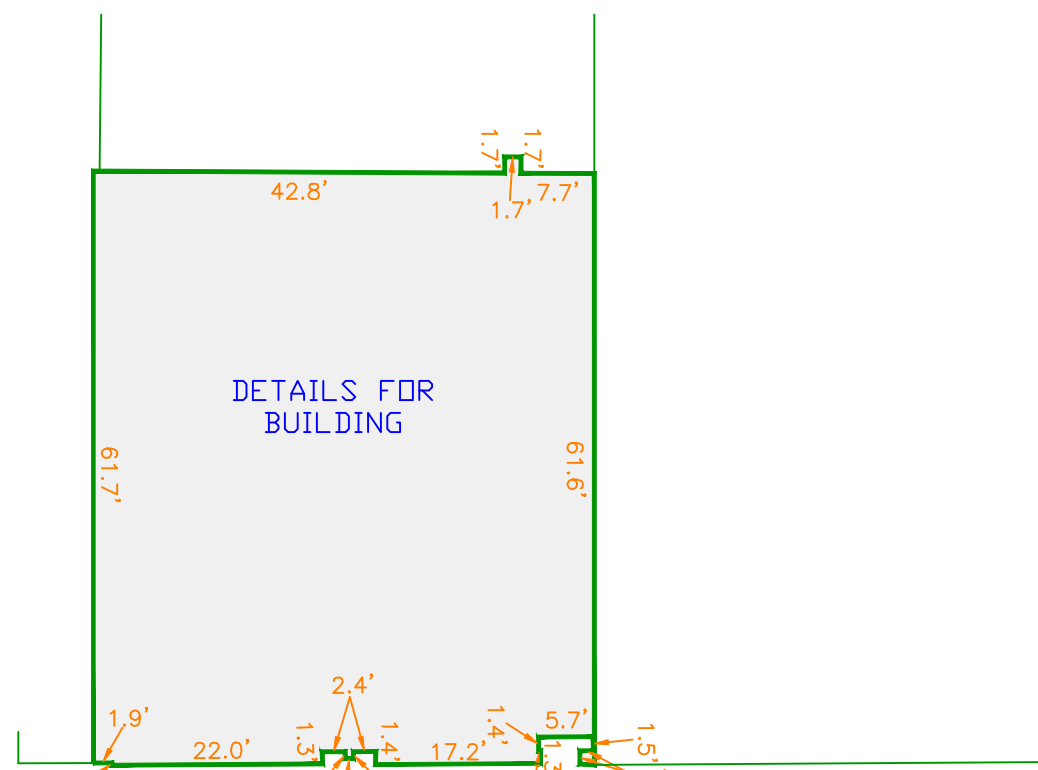
NOTE: THIS SURVEY SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND FOR REUSE INCLUDING, BUT NOT LIMITED TO, FUTURE CLOSINGS, MORTGAGES, PLAT PLANS, CONSTRUCTION, LANDSCAPING, PLOWING, ETC. IT IS A VIOLATION OF THE FEDERAL COPYRIGHT ACT, DIGITAL MILLENNIUM COPYRIGHT ACT TO COPY OR MODIFY AND REUSE THIS SURVEY BEYOND THE DATE AND SCOPE. U.S. SURVEYOR, ITS ASSOCIATES, AND/OR AGENTS SHALL NOT BE LIABLE FOR USE OF THIS SURVEY BY ANY OTHER ENTITIES OR PERSONS FOR ANY PURPOSES BEYOND THE ORIGINAL DATE, SCOPE.

FLOOD DATA This property is in Zone X
of the Flood Insurance Rate Map, Community Panel No. 12103C0019G
which has an effective date of 09/03/2003 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

NOTE: OTHER FLOODMAPS MAY EXIST THAT SHOW FLOODPLAIN AS DETERMINED BY STATE OR MUNICIPALITIES. THE CERTIFICATION ONLY COVERS THE FEMA FIRM MAP REFERENCED HEREON.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

811
Know what's below
Call before you dig.



RECORD CLOSURE 1:00 ERROR
MEASURED CLOSURE 1:00 ERROR
FIELD SURVEY: E.V. CAD: A.V. PLS REVIEW: _____

CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

DATE OF ORIGINAL: MAY 24, 2021
REVISION: _____ DATE: _____, 2021
REVISION: _____ DATE: _____, 2021
REVISION: _____ DATE: _____, 2021

**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 CRDV Tarpon Springs, LLC		Email johnwatkins@cohatch.com	
Address 1733 W. Lane Avenue			
City Columbus	State OH	Zip 43221	
Phone	Fax	Cellular (213) 422-4607	

Applicant

Name J.O. DeLotto & Sons, Inc. Darrin Thomson		Email dthomson@delotto.com	
Address 924 E. Busch Boulevard			
City Tampa	State FL	Zip 33612	
Phone (813) 935-2191	Fax	Cellular (813) 601-2102	

Agent (if applicable)

Name		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

General Information

Project Name COhatch Tarpon Springs	
Property Location or Address 121 E. Tarpon Avenue	
Legal Description (attach additional sheets as necessary)	
Tax Parcel Number(s) 12-27-15-64998-000-0071	Site Acreage 7438 SF

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 type="checkbox"/> Residential Planned Development | <input type="checkbox"/> Other: _____ |

Proposed Development

1. Number of Residential Units

<u>N/A</u> Single-Family	<u>N/A</u> Multi-Family	<u>N/A</u> Recreational Vehicle Sites
<u>N/A</u> Two-Family	<u>N/A</u> Mobile Home	<u>N/A</u> Beds (ACLF, ALF, etc.)

CITY OF TARPON SPRINGS, FLORIDA
Certificate of Concurrency

2. Non-Residential Uses

a. Type of Use: Office Gross Square Footage: 8853
 b. Type of Use: Restaurant Gross Square Footage: 3358
 c. Type of Use: _____ Gross Square Footage: _____
 d. Type of Use: _____ Gross Square Footage: _____

3. Marina (Number of slips)

N/A Wet Slips N/A Dry Slips N/A 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: 1165 gallons per day (gpd)
2. Sanitary Sewer: 1165 gallons per day (gpd)
3. Solid Waste: 8 tons per year (tpy)
4. Storm Drainage: *Provide separate analysis for review by the Engineering Division
5. Transportation: ITE Category N/A
 - a. N/A total trips per day (tpd)
 - b. N/A peak hour trips
6. Hurricane Shelter: N/A total required space

Darrin Thomson

10/06/2022

Signature of Owner or Authorized Agent

Printed Name

Date

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 6th day of October, A.D., 20 22
 by Darrin Thomson, who is personally known to me or who has produced
 _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: Brenda L. Filpula

Signature: Brenda L. Filpula

Stamp:



BRENDA L. FILPULA
 Commission # HH 026702
 Expires September 10, 2024
 Bonded Thru Budget Notary Services

CRDV TARPON SPRINGS LLC, Florida

121 TARPON SPRINGS

Project Location
121 E Tarpon Ave
Tarpon Springs, FL 34689



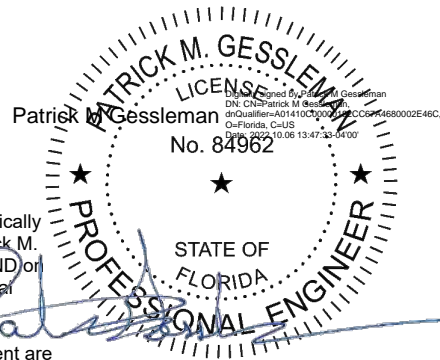
Presented by:



Osborn Engineering
360 Central Ave, Suite 1150
St. Petersburg, FL 33701

This item has been electronically signed and sealed by Patrick M. Gessleman, PE, LEED AP ND on 10/06/2022 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Contents

Property Background.....	1
Project Background.....	1
Stormwater Criteria	1
Existing Stormwater	1
Proposed Stormwater.....	2
Conclusions	2
Appendix A – Existing Conditions Drainage Area Map	3
Appendix B – Proposed Conditions Drainage Area Map	5
Appendix C – Geotechnical Report	7
Appendix D – NRCS Soils Report	36
Appendix E – Stage/Volume Calculations	57
Appendix F – Existing Conditions ICPR Output.....	59
Appendix G – Proposed Conditions ICPR Output.....	63



Property Background

The subject property, known as 121 Tarpon Springs, is located at 121 Tarpon Avenue in Tarpon Springs, Florida. The property is approximately 0.171ac. It is bordered by East Tarpon Avenue on the northern property line, Replay Museum on the western property line, and Faklis' Department Store & Shore Repair on the eastern property line. Lake Vista Recreation Center neighbors the property directly south. The property has an ID number: 12-27-15-64998-000-0071.

Project Background

The Client is proposing renovations with portions of new construction to the existing building. The renovations include updating the entire existing building. Setback compliance with the rear alley. The rear of the property will be completely renovated.

New construction on the property includes the following: the restaurant including the service entrance from the alley, the dumpster pad, the grass area on the edge of the property, and the additional floor on the existing building.

Stormwater Criteria

The City of Tarpon Springs has stormwater management criteria as covered in Chapter 141 of the City's Code of Ordinances. The criteria listed in Section 141.05 has two quantitative requirements:

- Treatment volume of ½" for dry retention or 1" for wet detention
- Peak discharge of the 25-year 24-hour storm must not exceed existing conditions.

Existing Stormwater

This area currently drains to the alley on the south end of the property. The property is approximately 0.171 acres, and the total impervious area is 0.141 acres. Please refer to Appendix A for the Existing Conditions Drainage Area Map.



Proposed Stormwater

In proposed conditions there is an overall increase of impervious area by approximately 0.027 AC. This will increase the total impervious area to 0.168 acres.

Stormwater Management is being proposed in the rear yard utilizing an underground system consisting of stone and perforated HDPE to retain the necessary volume of water.

As the project area is not in the vicinity of the City's storm drainage system, the system has been designed to infiltrate into the ground, with a bubbler system to the alley for overflow during larger storm events.

This project is located in Astatula Soils with low ground water (7 feet) to support the design. Please refer to Appendix C for the NRCS Soils Report

According to NRCS Soils Report the Hydrologic Conductivity is 35 inches per hour. A factor of safety of 2.0 has been applied to this figure and 17.5 Inches per hour was used in our analysis. Please refer to Appendix D for the NRCS Soils Report.

The proposed system is detailed on the included plans. Stage versus Volume calculations were performed by spreadsheet calculations. Please refer to Appendix E for the system volume calculations.

The existing conditions were analyzed for peak runoff of the design storm (25-yr 24-hr) in ICPR v4 and found to be 0.92 cfs. Please refer to Appendix F for the Existing Conditions ICPR input and output.

The proposed conditions were analyzed to include the on-site stormwater system during the design storm and found to be 0.89 cfs. Please refer to Appendix G for the Proposed Conditions ICPR input and output.

Conclusions

The proposed site improvements meet the requirements for stormwater management.



Appendix A – Existing Conditions Drainage Area Map



ROWE ARCHITECTS
INCORPORATED
100 Madison Street, Suite 200
Tampa, Florida 33602.4704
www.RoweArchitects.com
Phone 813.221.8771
AR0013510



OSBORN ENGINEERING
360 Central Ave. - Suite 1150 | St. Petersburg, FL 33701
(727) 266-9435 www.osborn-eng.com
FL COA 27367

Patrick M. Gessleman
84962

Project Information
Tarpon Springs Tenant Fitout

COHatch Tarpon Springs

121 E Tarpon Ave
Tarpon Springs, FL 34689

Project Number J20211175.000

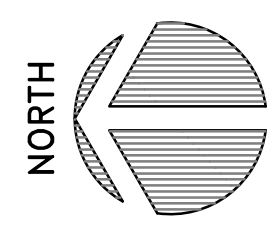
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No.	Description	Date
01	Design Development	02.25.22
02	Permit Coordination	04.25.22
03	FINAL PERMIT	05.09.22

Revisions

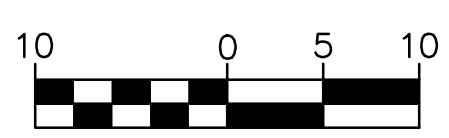
No.	Description	Date
01	Addendum 3	07.11.22
02	Addendum 4	08.18.22

Sheet Information

DRAINAGE AREA MAP



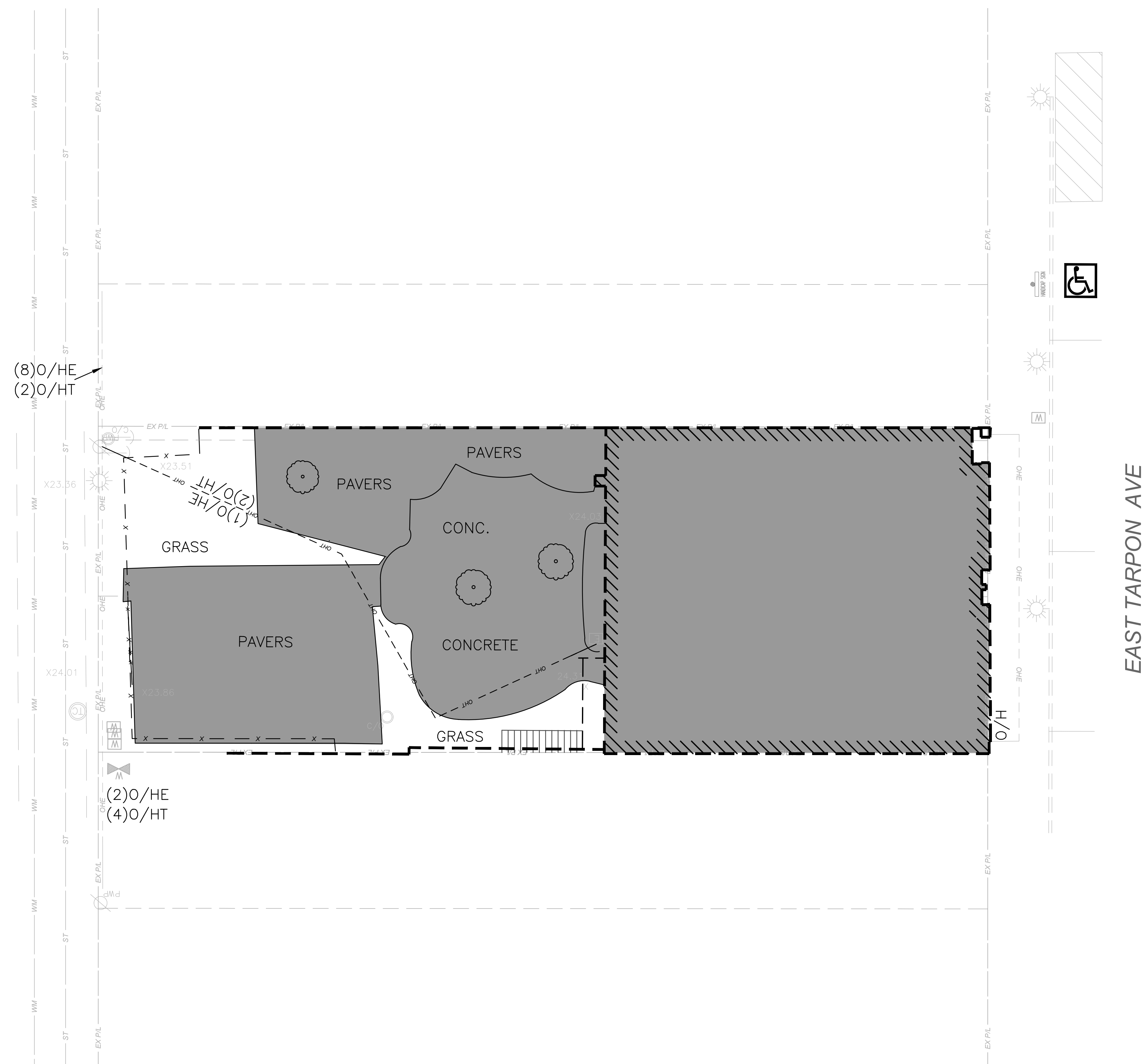
GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

LEGEND	
	EX. IMPERVIOUS

GRADING NOTE:
CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING INTO THE ALLEY. CONTRACTOR TO ENSURE ADA COMPLIANCE THROUGH OUT.



EAST TARPON AVE

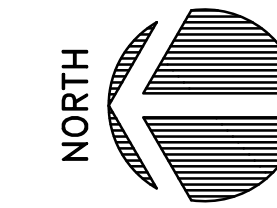
SITE DATA

DRAINAGE AREA	IMPERVIOUS	RCN
0.171 AC	0.141 AC	0.90

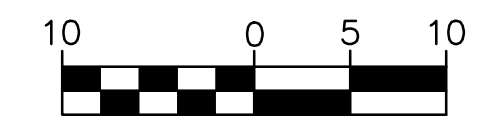
	PROPOSED	% COVERAGE
OVERALL PROPERTY	7,438.5 SF	100%
TOTAL PERVIOUS	1,301 SF	17.49%
VEHICULAR USE	0 SF	0%
BUILDING FOOTPRINT	3,203 SF	43.06%
SIDEWALKS/CURBS	2,935 SF	39.45%
TOTAL IMPERVIOUS	6,138 SF	82.51%



Appendix B – Proposed Conditions Drainage Area Map



GRAPHIC SCALE

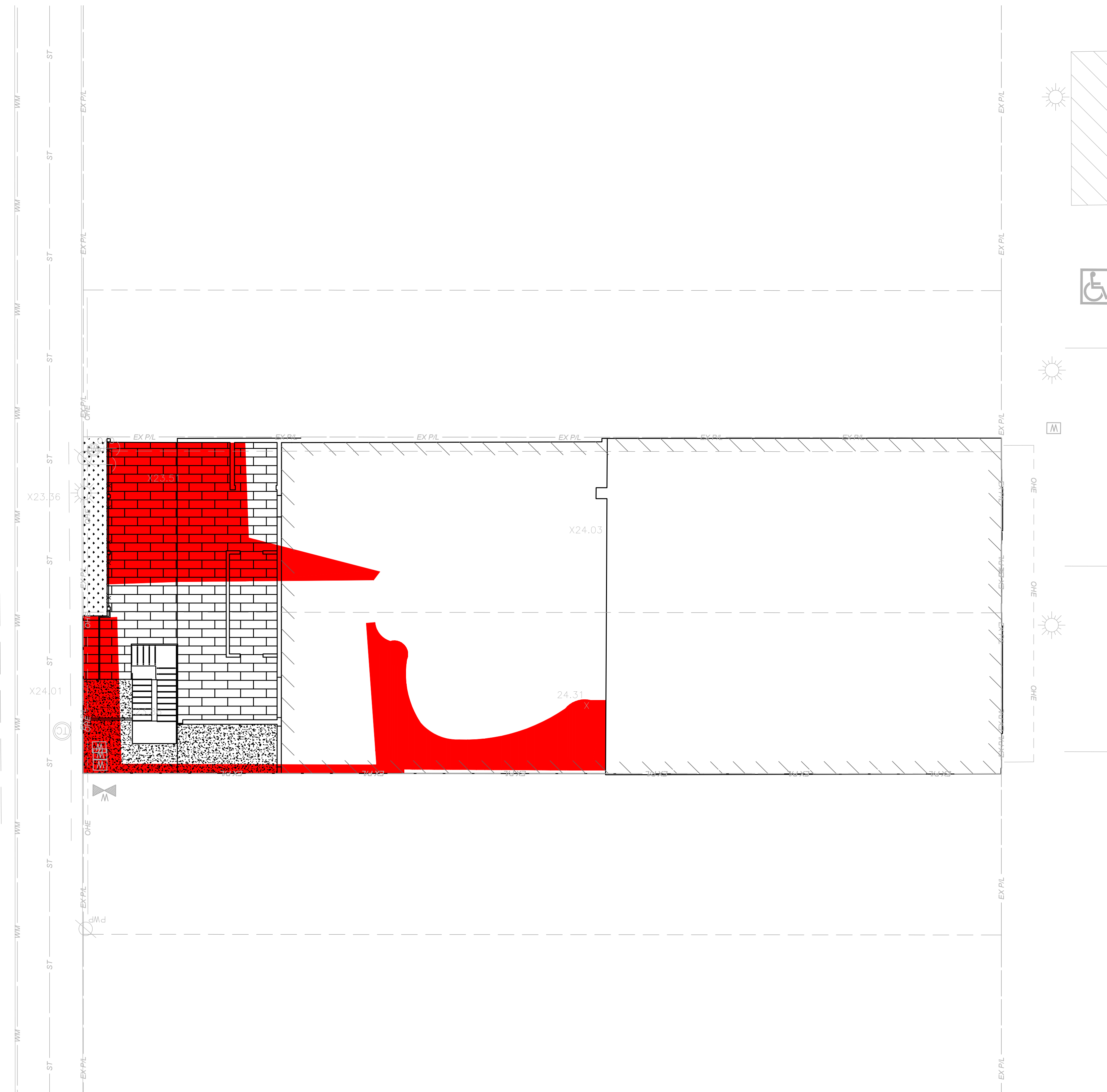


(IN FEET)
1 inch = 10 ft.

LEGEND

- NEW IMPERVIOUS
- NEW PERVIOUS

GRADING NOTE:
CONTRACTOR TO ENSURE POSITIVE
DRAINAGE AWAY FROM THE BUILDING
INTO THE ALLEY. CONTRACTOR TO
ENSURE ADA COMPLIANCE THROUGH
OUT.



EAST TARPON AVE

SITE DATA

DRAINAGE AREA	IMPERVIOUS	RCN
0.171 AC	0.168 AC	0.90

	PROPOSED	% COVERAGE
OVERALL PROPERTY	7,438.5 SF	100%
TOTAL PERVIOUS	103 SF	1.38%
VEHICULAR USE	0 SF	0%
BUILDING FOOTPRINT	5,794 SF	77.90%
SIDEWALKS/CURBS	1,541 SF	20.72%
TOTAL IMPERVIOUS	7,335 SF	98.62%



ROWE ARCHITECTS
INCORPORATED
100 Madison Street, Suite 200
Tampa, Florida 33602.4704
www.RoweArchitects.com
Phone 813.221.8771
AR0013510



361 Central Ave. - Suite 1150 | St. Petersburg, FL 33701
(727) 266-9436 www.osborn-eng.com FL COA 27367

Patrick M. Gessleman
84962

Project Information

Tarpon Springs Tenant Fitout

COHatch Tarpon
Springs

121 E Tarpon Ave
Tarpon Springs, FL 34689

Project Number J20211175.000

Distribution

No.	Description	Date
01	Design Development	02.25.22
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03	FINAL PERMIT	05.09.22

Revisions

No.	Description	Date
01	Addendum 3	07.11.22
02	Addendum 4	08.18.22

Sheet Information

DRAINAGE
AREA MAP

POST



Appendix C – Geotechnical Report



**UNIVERSAL
ENGINEERING SCIENCES**

**REPORT OF GEOTECHNICAL EXPLORATION
CO-HATCH TARPON SPRINGS
121 EAST TARPON AVE
TARPON SPRINGS, FLORIDA 34689**

**UES PROJECT NO.: 1185.2200068.0000
UES REPORT NO.: G-EED-CHTS-1**

Prepared For:

Equity | EPM Division
455 Delta Avenue, Suite 300
Cincinnati, Ohio 45226

Prepared By:

Universal Engineering Sciences, Inc.
3018 22nd Avenue South
St. Petersburg, Florida 33712
(727) 209-1500

April 7, 2022



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- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

April 7, 2022

Equity | EPM Division
455 Delta Avenue, Suite 300
Cincinnati, Ohio 45226

Attention: Mr. Kyle Baxter

Reference: **REPORT OF GEOTECHNICAL EXPLORATION**

Co-hatch Tarpon Springs
121 East Tarpon Ave
Tarpon Springs, Florida 34689
UES Project No.: 1185.2200068.000
UES Report No.: G-EED-CHTS-1

Dear Mr. Baxter:

Universal Engineering Sciences, Inc. (UES) has completed the subsurface exploration for the above referenced project. The scope of our exploration was planned in conjunction with and authorized by you.

This report contains the results of our exploration, an engineering interpretation of these results with respect to the project characteristics described to us, and recommendations to aid in foundation and grade slab design and site preparation.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.

Certificate of Authorization Number 549

William (Trey) Pippin, E.I.
Staff Engineer

Surendra V. Sagi, P.E.
Principal Engineer

TABLE OF CONTENTS

SECTION	PAGE
1.0 INTRODUCTION	1
1.1 GENERAL	1
2.0 SCOPE OF SERVICES	1
2.1 PROJECT DESCRIPTION	1
2.2 PURPOSE	1
2.3 FIELD EXPLORATION	2
3.0 FINDINGS	2
3.1 SITE CONDITIONS	2
3.2 SOIL SURVEY-PUBLISHED INFORMATION	2
3.3 SUBSURFACE CONDITIONS	2
4.0 RECOMMENDATIONS	3
4.1 GENERAL	3
4.2 GROUNDWATER CONSIDERATIONS	3
4.3 BUILDING FOUNDATIONS	4
4.3.1 Bearing Pressure	4
4.3.2 Foundation Size	4
4.3.3 Bearing Depth	4
4.3.4 Bearing Material	5
4.3.5 Settlement Estimates	5
4.3.6 Floor Slabs	5
4.4 SITE PREPARATION	6
4.5 PAVEMENT	7
4.5.1 Asphalt (Flexible) Pavements	7
4.5.1.1 Stabilized Subgrade	7
4.5.1.2 Base Course	8
4.5.1.3 Wearing Surface	8
4.5.1.4 Effects of Groundwater	8
4.5.1.5 Curbing	8
4.5.2 Concrete (Rigid) Pavements	9
4.5.3 Construction Traffic	10
4.6 CONSTRUCTION RELATED SERVICES	10
5.0 LIMITATIONS	10

LIST OF APPENDICES

APPENDIX A

SITE LOCATION PLAN
BORING LOCATION PLAN
SCS SOIL SURVEY MAP
SOIL BORING PROFILES
SOIL CLASSIFICATION CHART

APPENDIX B

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL
ENGINEERING REPORT
CONSTRAINTS AND RESTRICTIONS
GENERAL CONDITIONS

1.0 INTRODUCTION

1.1 GENERAL

In this report, we present the results of the subsurface exploration for the proposed construction. A general location plan of the project appears in Appendix A: Site Location Plan. We have divided this report into the following sections:

- SCOPE OF SERVICES - Defines what we did
- FINDINGS - Describes what we encountered
- RECOMMENDATIONS - Describes what we encourage you to do
- LIMITATIONS - Describes the restrictions inherent in this report
- APPENDICES - Presents support materials referenced in this report.

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

The project under consideration involves the renovation of an existing 2-story building and constructing a 2-story addition to the north side of the existing building. A photo was provided showing four (4) requested boring locations at proposed shallow footing location for the addition.

Structural loading information is not available at this time. We have assumed maximum column and wall loads of 150 kips and 7 kips per linear foot, respectively.

Our recommendations are based upon the above considerations. If any of this information is incorrect or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purpose of this exploration was:

- To explore the general subsurface conditions at the sites;
- To interpret and review the subsurface conditions with respect to the proposed construction; and
- To provide geotechnical engineering recommendations for foundation and grade slab design and site preparation.

Recommendations concerning other soil related considerations were beyond the scope of our exploration. This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, if you desire.



2.3 FIELD EXPLORATION

The subsurface conditions were explored by drilling and sampling four (4) Standard Penetration Test (SPT) borings (B-1 through B-4) to a depth of 20 feet below the existing ground surface (bgs) in the proposed building addition footprint. The approximate test locations are shown on the attached Boring Location Plan in Appendix A.

The SPT borings were performed with a track-mounted drill rig utilizing mud rotary procedures according to the procedures of ASTM D-1586, with continuous sampling performed above a depth of 10 feet, to detect slight variations in the soil profile at shallow depths, and then at five-foot intervals thereafter. The basic procedure for the Standard Penetration Test is as follows: A standard split-barrel sampler is driven into the soil by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler 1-foot, after seating 6 inches, is designated the penetration resistance, or N-value; this value is an index to soil strength and consistency.

3.0 FINDINGS

3.1 SITE CONDITIONS

The site is currently developed with an existing two-story structure. The north side of the site where the proposed addition is planned is covered in pavers with a couple of trees. The ground surface at the site was relatively level.

3.2 SOIL SURVEY-PUBLISHED INFORMATION

The “Soil Survey of Pinellas County, Florida”, published by the United States Department of Agriculture (USDA) - Soil Conservation Service (SCS), was reviewed for general near-surface soil information prior to development within the general project vicinity. The USDA, SCS primary soil mapping group within the proposed project area, and some characteristics and properties are summarized below. The location of these groups can be observed on the SCS Soil Survey Map provided in the Appendix A.

Astatula (soil Group No. 4): This soil group consists of fine sands from the surface to a depth of about 80 inches. The water table is at a depth of more than 80 inches.

3.3 SUBSURFACE CONDITIONS

The approximate boring locations and more detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Soil Boring Profiles. The classifications and descriptions shown on the logs are generally based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Soils Classification Chart, for further explanation of the symbols and placement of data on the Boring Logs. The following table summarizes the typical soil conditions encountered in the borings.



TABLE 1 General Soil Profile		
Typical depth (ft)		Soil Descriptions
From	To	
0	20*	Loose to medium dense fine sand [SP]
* Termination Depth of Deepest Boring [] Bracketed Text Indicates: Unified Soil Classification		

Variations in the depth, thickness and consistency of the aforementioned soil strata occurred at the individual test boring locations. Groundwater was not apparent in the borings at the time of our exploration because fluids were introduced into the boreholes at a depth of 10 feet bgs to initiate mud rotary drilling. Therefore, the groundwater levels in the borings were at least 10 feet bgs.

4.0 RECOMMENDATIONS

4.1 GENERAL

The recommendations herein are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the assumed structural loadings, building locations, building sizes, or grading plans change or are different from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

Additionally, if subsurface conditions are encountered during construction which was not encountered in the borings, report those conditions immediately to us for observation and recommendations.

In this section of the report, we present our detailed recommendations for groundwater control, building foundations, and site preparation.

4.2 GROUNDWATER CONSIDERATIONS

Groundwater was not apparent in the borings at the time of our exploration because fluids were introduced into the boreholes at a depth of 10 feet bgs to initiate mud rotary drilling. Therefore, the groundwater levels in the borings were at least 10 feet bgs. The groundwater table will fluctuate seasonally depending upon local rainfall. The normal seasonal high groundwater table (SHGWT) typically occurs in the August-September period at the end of the rainy season. The seasonal high groundwater level is affected by a number of factors, such as drainage characteristics of the soils; land surface elevation, relief points (i.e. drainage ditches, lakes, rivers, swampy areas) and distance to relief points.

Based on our limited subsurface exploration, we estimate the SHGWT to be at least 7 feet bgs at the test locations. It should be noted that the estimated seasonal high water levels do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated



rainfall quantities, groundwater levels may exceed our seasonal high estimates.

4.3 BUILDING FOUNDATIONS

We believe the proposed building addition can be supported on conventional shallow foundation provided the site is properly prepared and the foundation loading conditions do not exceed the values outlined earlier in this report.

Due to the loose shallow soils, we recommend the building footprints plus 5 feet beyond, where possible, to be compacted with a 15 ton vibratory roller on a high frequency and amplitude for 10 passes each direction under the observation of a UES representative. See section 4.4 of this report for a more detailed procedure for Site Preparation.

New footings that are constructed for the addition could induce settlement of the existing building. To minimize this effect, we recommend new footings and existing footings be structurally separated to the extent possible to allow for differential movement. Soils located within the zone of influence of existing footings should not be removed during new footing excavation without being properly shored by the contractor.

When constructing footings near existing structures the excavations should be limited to relatively short (less than eight-foot segments). If possible, the footing bottoms should be at or above the elevation of existing footings, to reduce the potential for undermining existing foundations. Also, to reduce cracking, new foundation elements should remain separate from existing buildings or a construction joint should be placed between the existing structure and the addition to allow for small differential settlements or movement to occur without significant structural damage. Placing additional loads upon existing foundations may cause settlement and damage to the existing structure.

The following parameters may be used for foundation design.

4.3.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 2,500 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

4.3.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footing is 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, this width recommendation should control the size of the foundations.

4.3.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades. We recommend stormwater and surface water be diverted away from the building exteriors, both during and after construction to reduce the possibility of erosion beneath the exterior footings.

4.3.4 Bearing Material

The foundations may bear on either the compacted suitable natural soils or compacted structural fill as recommended in the site preparation of this report. The bearing level soils, after compaction should have compaction to at least 95 percent of the maximum dry density of the bearing soils as determined by ASTM D-1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction the bearing soils must exhibit stability and be free of "pumping" conditions. If moisture sensitive soils are encountered and compaction is difficult to achieve, the footings can be treated with dry suitable material or acceptable crushed aggregate.

After opening, footing excavations should be observed and concrete placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. The foundation concrete should be placed promptly after the excavation is made.

4.3.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils to a depth of approximately twice the width of the footing; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundation; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon the use of successful adherence to the site preparation recommendations presented later in this report and the maximum loading conditions previously discussed. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structure.

Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field and laboratory test data which we have correlated into the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be 1 inch or less.

Differential settlements result from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. For the foundations prepared as recommended, we anticipate post construction differential settlements of 1/2-inch or less.

4.3.6 Floor Slabs

The floor slab will be supported on compacted sand and should either be structurally isolated from the other foundation elements or monolithic floor slab adequately reinforced to prevent distress due to differential movements. For building design, we recommend using a subgrade reaction modulus of 150 pounds per cubic inch (pci) which can be achieved by compacting the subgrade soils as recommended in the site preparation procedure. We recommend the use of a sheet vapor barrier such as visqueen beneath the building slab on grade to help control moisture migration through the slab.

4.4 SITE PREPARATION

We recommend only good practice, site preparation procedures in conjunction with the densification of the upper existing subgrade soils. These procedures include: stripping the site of all existing improvements, vegetation, roots and topsoil, or unsuitable materials and compacting and proof-rolling the exposed subgrade and filling to grade with engineered fill.

A more detailed synopsis of this work is as follows:

1. Perform temporary dewatering, if required.
2. Strip the proposed construction limits of all existing improvements, limerock, vegetation, grass, roots, topsoil, organic soils, and other unsuitable or deleterious materials within and 5 feet beyond the perimeter of the proposed building and in all paved areas. Also, any existing and/or former below grade elements, such as foundations and utilities should be removed from the limits of the planned building and pavement areas. Resulting excavations should be replaced with compacted fill according to the recommendations provided later in this section of our report.
3. After stripping the site as outlined above in Item #2, the building footprints plus 5 feet beyond should be compacted with a 15 ton vibratory roller on a high frequency and amplitude for 10 passes each direction under the observation of a UES representative.
4. Compact the subgrade from the surface until you obtain a minimum density of 95 percent of the Modified Proctor maximum dry density (ASTM D-1557), to a depth of 1 foot below existing grade in the building areas.
5. Test the subgrade for compaction at a frequency of not less than one test per 2,500 square feet per foot of depth improvement in the building area.
6. Place fill and backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 and 10 percent, but strict moisture control may be required. Place fill in uniform 12-inch compacted lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density.
7. Perform in-place density tests within the fill at a frequency of not less than one test per 2,500 square feet per lift in the building areas.
8. Compact all footing subgrade to a depth of 1 foot. Additionally, we recommend that you test one out of every four column footings, and one test per every 50 lineal feet of wall footing to verify the required compaction is obtained.

Using vibratory compaction equipment at this site may disturb adjacent and other nearby structures and roadways. We recommend that you monitor adjacent and nearby structures before and during proof-compaction. If disturbance is noted, halt vibratory compaction and inform Universal Engineering Sciences immediately. We will review the compaction procedures and evaluate if the compactive effort results in a satisfactory subgrade, complying with our original design assumptions.

4.5 PAVEMENT

We anticipate that either rigid or flexible pavement section or a combination there of may be used on this project. Flexible pavement combines the strength and durability of several layer components to produce an appropriate and cost-effective combination of available construction materials. Concrete pavement has the advantage of the ability to “bridge” over isolated soft areas, it requires less lighting, and it typically has a longer service life than asphalt pavement.

4.5.1 Asphalt (Flexible) Pavements

We have recommended a flexible pavement section with a 20-year design life for use on this project. Because traffic loadings are commonly unavailable, we have generalized our pavement design into two groups. The group descriptions and the recommended component thicknesses are presented in Table 2: Pavement Component Recommendations. The structural numbers in Table 2 are based on a structural number analysis with the stated estimated daily traffic volume for a 20-year replacement design life.

TABLE 2 Summary of Pavement Component Recommendations				
Traffic Group	Structural Number	Component Thickness (inches)		
		Stabilized Subgrade	Base Course	Surface Course
Parking lots and driveways – standard duty	2.38	8	6	1.5
Parking lots and driveways – heavy duty	3.28	12	8	2.0

The Design Traffic Groups are defined below:

Automobile Parking
lots and driveways -

Standard Duty:

1,000 cars and light panel and pickup trucks per day, (average gross weight of 4,000 pounds)

Parking lots and driveways -

Heavy Duty:

Standard duty loading plus; twenty 18-wheel tractor-trailer trucks per day (H-20 loading)

4.5.1.1 Stabilized Subgrade

We recommend that subgrade materials be compacted in place according to the requirements in the “Site Preparation” section of this report. Further, beneath the base course, stabilize the subgrade materials to a minimum Limerock Bearing Ratio (LBR) of 40, as specified by Florida Department of Transportation (FDOT) requirements for Type B Stabilized Subgrade. The subgrade material should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D 1557, AASHTO T-180) value.

The stabilized subgrade can be a blend of existing soil or imported material and a stabilizing agent such as limerock or shell. The subgrade should be “free draining” and therefore, clay,

marl or other impermeable stabilizing materials should not be used for mixing with the in-place or imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions.

The primary function of stabilized subgrade beneath the base course is to provide a stable and firm subgrade so that the base can be properly and uniformly placed and compacted. Depending upon the soil type, the subgrade material may have sufficient stability to provide the needed support without additional stabilizing material. Generally, sands with rock or shell should have sufficient stability and may not require additional stabilizing material. Conversely, relatively "clean" sand will not typically provide sufficient stability to adequately construct the limerock base course. Universal Engineering Sciences should observe the soils exposed on the finish grades to evaluate whether or not additional stabilization will be required beneath the base course.

4.5.1.2 Base Course

We recommend the base course consist of approved crushed concrete, limerock or approved base material. The base course material should have a minimum Limerock Bearing Ratio (LBR) of 100 and should be compacted to 98 percent of the Modified Proctor maximum dry density (ASTM D 1557, AASHTO T-180) value.

4.5.1.3 Wearing Surface

The wearing surface should consist of Florida Department of Transportation (FDOT) Type S asphaltic concrete having a minimum Marshall Stability of 1,500 lbs. Specific requirements for Type S asphaltic concrete wearing surface are outlined in the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 2000 Edition.

After placement and field compaction, the wearing surface should be cored to evaluate material thickness and to perform laboratory densities. Cores should be obtained at frequencies of at least one core per 10,000 square feet of placed pavement or a minimum of two cores per day's production.

4.5.1.4 Effects of Groundwater

One of the most critical factors influencing pavement performance in Florida is the relationship between the pavement subgrade and the seasonal high groundwater level.

Many roadways and parking areas have been destroyed as a result of deterioration of the base conditions and/or the base/surface course bond. We recommend a minimum separation of 18 inches should be maintained between the bottom of the pavement base material and the seasonal high groundwater level. If this separation cannot be established and maintained by grading and surface drainage improvements, it may be necessary to consider the use of underdrains in the pavement areas.

4.5.1.5 Curbing

We recommend that curbing around the landscaped sections adjacent to the parking areas and driveways be constructed with full-depth curb sections. For a concrete pavement subgrade, we recommend an LBR of 40 for the final 6 inches of sandy fill and using extruded curb sections which lie directly on top of the final asphalt level, or eliminating the curbing entirely, can allow migration of irrigation water from the landscape areas to the interface between the asphalt and

the base. This migration often causes separation of the wearing surface from the base and subsequent rippling and pavement deterioration. Topsoil placed behind curbing in landscaped areas should be limited to 6 inches vertical thickness within five feet of flexible pavement.

4.5.2 Concrete (Rigid) Pavements

Concrete pavement is a rigid pavement that transfers much lighter wheel loads to the subgrade soils than a flexible asphalt pavement. For a concrete pavement subgrade, we recommend using the existing surficial sands or recommend clean fine sand fill (SP), densified to at least 98 percent of Modified Proctor test maximum dry density (ASTM D 1557), with the following stipulations:

1. Subgrade soils should be densified to at least 98 percent of Modified Proctor test maximum dry density (ASTM D 1557) to a depth of at least two feet prior to placement of concrete.
2. The surface of the subgrade soils should be smooth, and any disturbances or wheel rutting corrected prior to placement of concrete.
3. The subgrade soils should be moistened prior to placement of concrete.
4. Concrete pavement thickness should be uniform throughout, with exception to thickened edges (curb or footing).
5. The bottom of the pavement should be separated from the estimated typical wet season groundwater level by at least 18 inches.

Our recommendations for slab thickness for standard duty and heavy duty concrete pavements are based on a) subgrade soils densified to 98 percent of the Modified Proctor maximum dry density (ASTM D 1557) b) modulus of subgrade reaction (k) equal to 200 pounds per cubic inch, c) a 20 year design life, and d) previously stated traffic conditions in Section 4.4.2. We recommend using the design shown in the follow Table 3 for standard duty concrete pavements.

TABLE 3 STANDARD DUTY CONCRETE PAVEMENT		
Minimum Pavement Thickness	Maximum Control Joint Spacing	Minimum Sawcut Depth
5 Inches	10 Feet X 10 Feet	1¼ Inches

Our recommended design for heavy duty concrete pavement is shown in Table 4 below.

TABLE 4 HEAVY DUTY CONCRETE PAVEMENT		
Minimum Pavement Thickness	Maximum Control Joint Spacing	Minimum Sawcut Depth
7 Inches	12 Feet X 12 Feet	1½ Inches

We recommend using concrete with a minimum 28-day flexural strength (modulus of rupture) of

at least 650 pounds per square inch, based on 3rd point loading of concrete beam test samples. Layout of the saw cut control joints should form square panels, and the depth of saw cut joint should be at least ¼ of the concrete slab thickness. The joints should be sawed within six hours of concrete placement or as soon as the concrete has developed sufficient strength to support workers and equipment. We recommend allowing Universal to review and comment on the final concrete pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction.

For further details on concrete pavement construction, please reference the “Guide to Jointing on Non-Reinforced Concrete Pavements” published by the Florida Concrete and Products Associates, Inc., and “Building Quality Concrete Parking Areas”, published by the Portland Cement Association.

4.5.3 Construction Traffic

Light duty roadways and incomplete pavement sections will not perform satisfactorily under construction traffic loadings. We recommend that construction traffic (construction equipment, concrete trucks, sod trucks, garbage trucks, dump trucks, etc.) be re-routed away from these roadways or that the pavement section be designed for these loadings.

4.6 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation and pavement subgrades by monitoring proof-rolling operations and performing quality assurance tests on the placement of compacted structural fill and pavement courses.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

5.0 LIMITATIONS

This report has been prepared for the exclusive use of Equity | EPM Division and other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of UES assume all risk and liability for such reliance.

The recommendations submitted in this report are based upon the data obtained from the soil testing performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the test locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation

of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

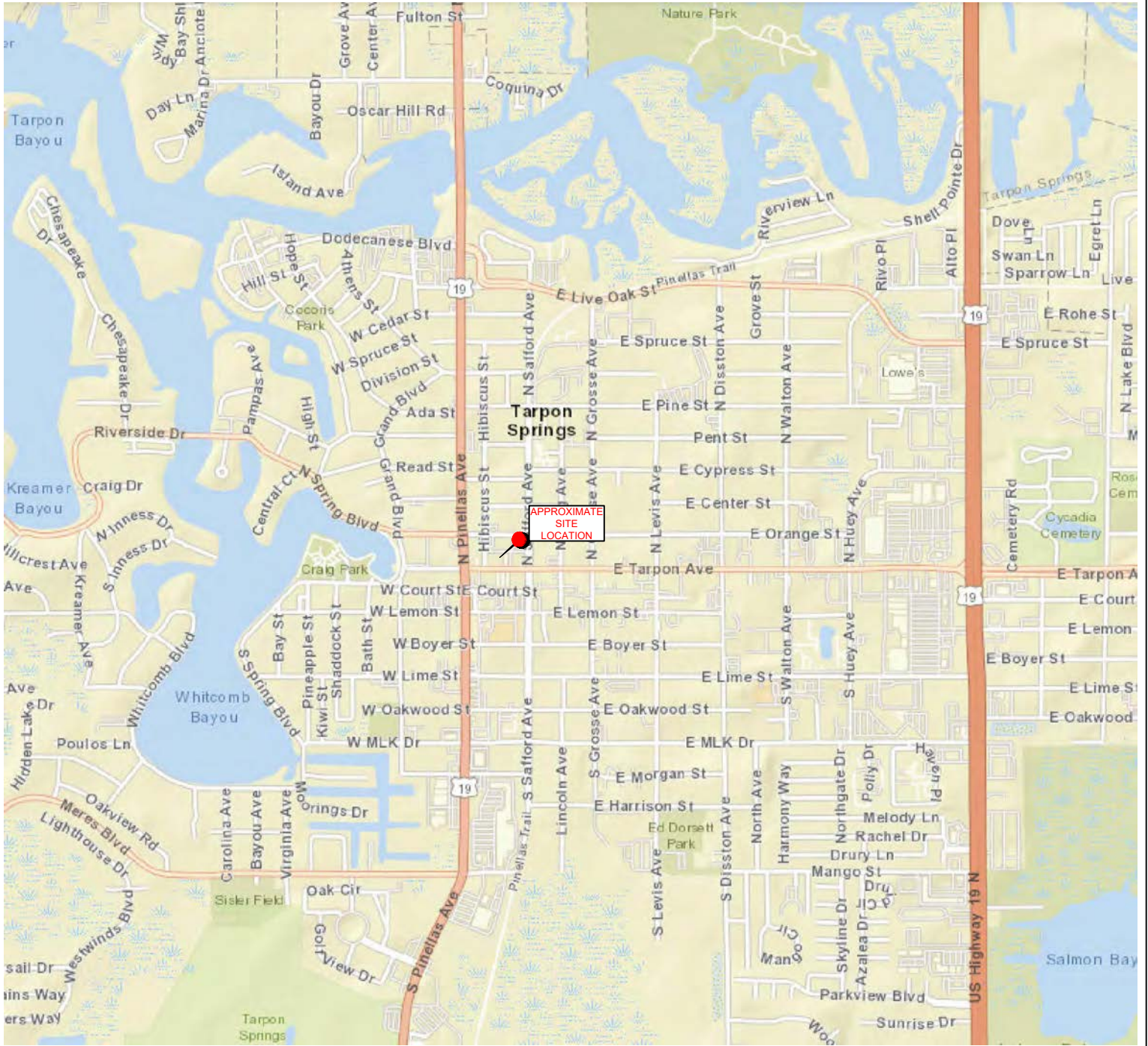
Borings and test locations for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our subsurface information for estimation of material quantities unless our contracted services specifically include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geoprofessional Business Association (GBA), "Important Information About Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

APPENDIX A




A-1	SITE LOCATION PLAN	CO-HATCH TARPON SPRINGS 121 EAST TARPON AVENUE CLEARWATER, FL		DRAWN FOR	EQUITY EPM DIVISION
	OBTAINED FROM USGS 2022	PROJECT NO: 1185.2200068.0000	REPORT NO: G-EED-CHTS-1	DRILLED BY	RENEGADE
				DRAWN BY	R.L.D
				DRAWING DATE	4/5/2022
				SCALE	NOT TO SCALE



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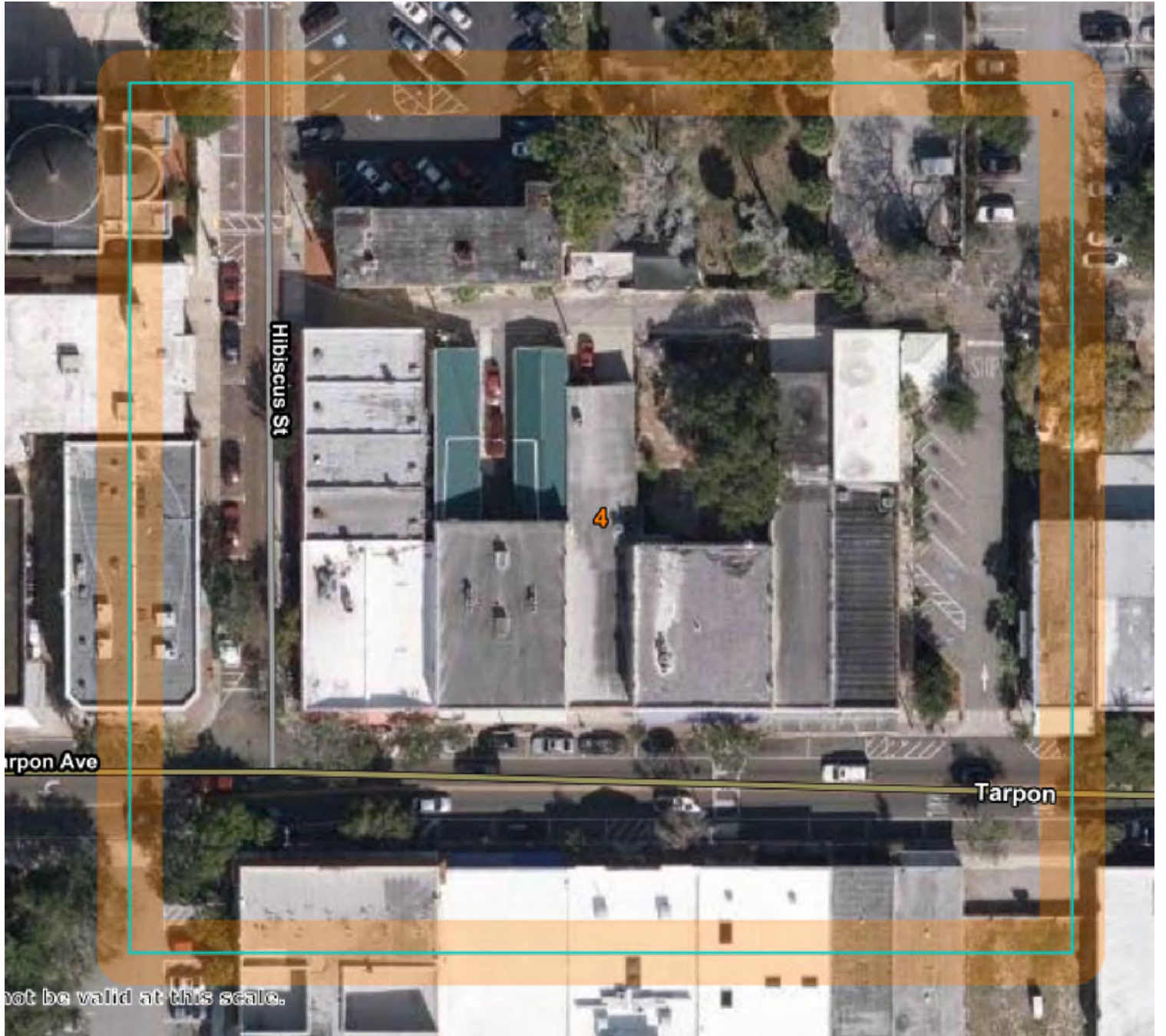
LEGEND	
APPROXIMATE LOCATION	
	SPT BORING



A-2	BORING LOCATION PLAN	CO-HATCH TARPON SPRINGS 121 EAST TARPON AVENUE CLEARWATER, FL		DRAWN FOR	EQUITY EPM DIVISION
	THIS MAP SHOWS APPROXIMATE LOCATION	PROJECT NO: 1185.2200068.0000	REPORT NO: G-EED-CHTS-1	DRILLED BY	RENEGADE
				DRAWN BY	R.L.D
				DRAWING DATE	4/5/2022
				SCALE	NOT TO SCALE



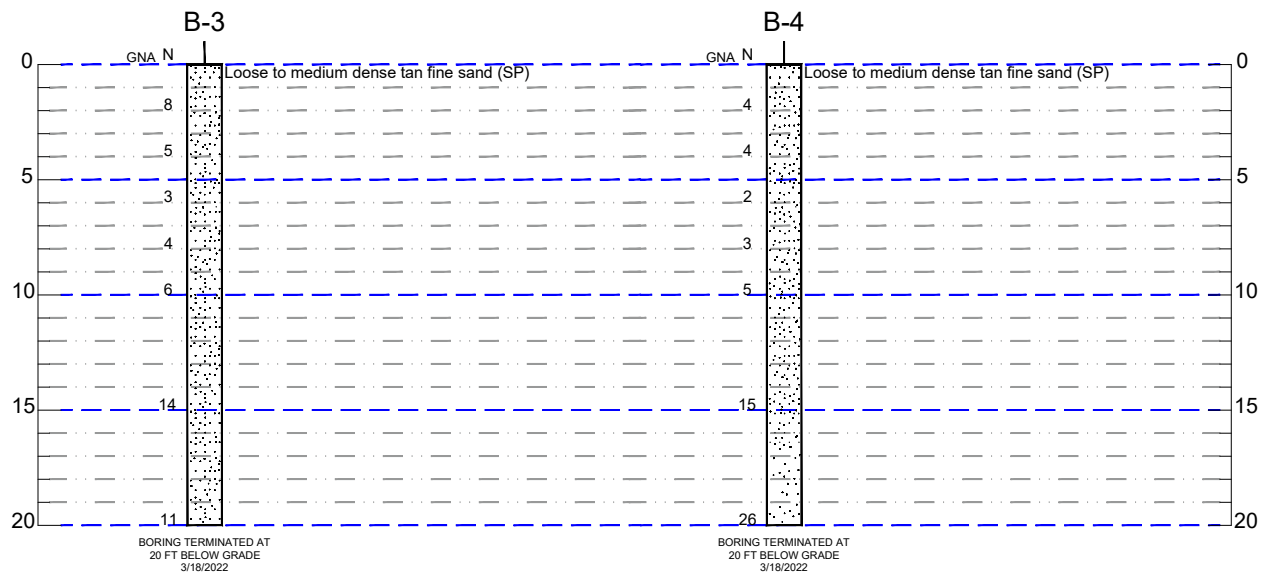
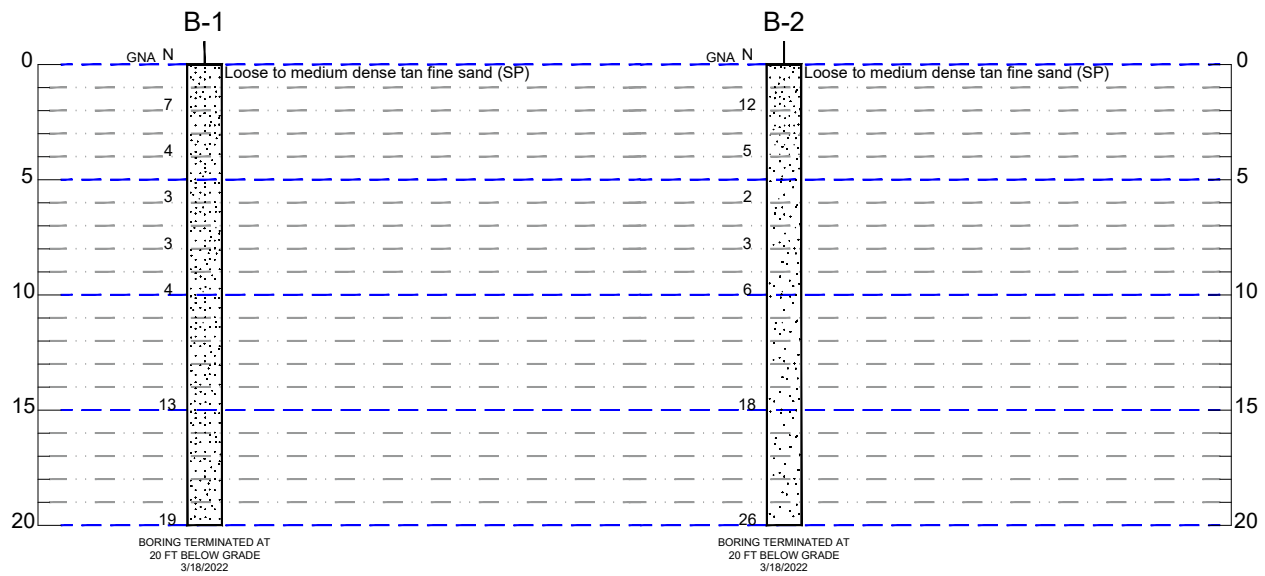
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A-3	SCS SOIL SURVEY MAP	CO-HATCH TARPON SPRINGS 121 EAST TARPON AVENUE CLEARWATER, FL		DRAWN FOR	EQUITY EPM DIVISION
	OBTAINED FROM WEB SOIL SURVEY 2022	PROJECT NO: 1185.2200068.0000	REPORT NO: G-EED-CHTS-1	DRILLED BY	RENEGADE
				DRAWN BY	R.L.D
				DRAWING DATE	4/5/2022
				SCALE	NOT TO SCALE



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LEGEND

[SP] UNIFIED SOIL CLASSIFICATION SYSTEM GROUP SYMBOL (ASTM D2487), BASED ON VISUAL OBSERVATION AND LABORATORY TEST.

N STANDARD PENETRATION RESISTANCE (N-VALUE) IN BLOWS PER FOOT (ASTM D1586)

HA HAND AUGER

GROUND WATER LEVEL MEASURED ON DATE DRILLED

SEASONAL HIGH WATER LEVEL

GNE GROUNDWATER LEVEL NOT APPARENT

← (%) LOSS OF CIRCULATION (%)

-200 FINES PASSING NO. 200 U.S. STANDARD SIEVE (%)

WOH WEIGHT OF HAMMER

50/1" 50 BLOWS FOR 1 INCH

OC ORGANIC CONTENT (%)

MC NATURAL MOISTURE CONTENT (%)

PI PLASTICITY INDEX (%)

LL LIQUID LIMIT (%)

NP NON PLASTIC

UCS UNCONFINED COMPRESSION STRENGTH

CORRELATION OF STANDARD PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY OF SOIL			
COARSE-GRAINED SOILS-SANDS		FINES - CLAY AND SILT	
CONSISTENCY DESIGNATION	SPT N(BLOWS/FT)	CONSISTENCY DESIGNATION	SPT N(BLOWS/FT)
VERY LOOSE	0-4	VERY SOFT	0-1
LOOSE	5-10	SOFT	2-3
MEDIUM DENSE	11-30	MEDIUM STIFF	4-7
DENSE	31-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	16-31
		HARD	32-50
		VERY HARD	>50

A-4	SOIL BORING PROFILES	CO-HATCH TARPON SPRINGS 121 EAST TARPON AVENUE CLEARWATER, FL		DRAWN FOR	EQUITY EPM DIVISION
	SOIL BORING TEST ARE APPROXIMATE. SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED	PROJECT NO: 1185.2200068.0000	REPORT NO: G-EED-CHTS-1	DRILLED BY	RENEGADE
				DRAWN BY	R.L.D
				DRAWING DATE	4/5/2022
				SCALE	NOT TO SCALE

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SOIL CLASSIFICATION CHART

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 4
Loose	15 to 35 %	4 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests

Descriptive Terms	Unconfined Compressive Strength kPa	SPT Blow Count
Very soft	< 25	< 2
Soft	25 to 50	2 to 4
Medium stiff	50 to 100	4 to 8
Stiff	100 to 200	8 to 15
Very stiff	200 to 400	15 to 30
Hard	> 400	> 30

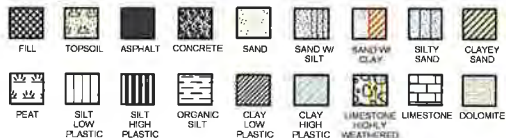
GENERAL NOTES

1. Classifications are based on the United Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.

2. Surface elevations are based on topographic maps and estimated locations.

3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface conditions at other locations or times.

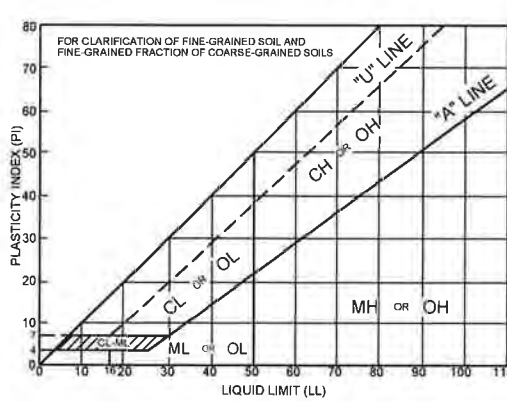
SOIL SYMBOLS



OTHER SYMBOLS

▼ Measured Water Table Level
▽ Estimated Seasonal High Water Table

Major Divisions	Group Symbols	Typical Names	Laboratory Classification Criteria	Particle Size	Material																																											
Coarse-Grained soils (More than half the material is larger than No. 200 sieve size) <table border="1"> <tr> <td>Gravels (More than half of coarse fraction is larger than No. 4 sieve size)</td> <td>GW</td> <td>Well-graded gravels, gravel-sand mixtures, little or no fines</td> <td rowspan="10"> Determine percentages of sand and gravel from grain size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve) coarse-grained soils are classified as follows: Less than 5 percent..... GW, GP, SW, SP More than 12 percent..... GM, GC, SM, SC 5 to 12 percent..... Borderline cases requiring dual symbols* </td> <td rowspan="2">Sieve sizes < #200</td> <td rowspan="2">#200 to #40 #40 to #10 #10 to #4</td> </tr> <tr> <td>Clean gravel (Little or no fines)</td> <td>GP</td> <td>Poorly-graded gravels, gravel-sand mixtures, little or no fines</td> <td rowspan="8">mm < 0.074</td> <td rowspan="8">0.074 to 0.42 0.42 to 2.00 2.00 to 4.76</td> </tr> <tr> <td>Gravel with fines (Appreciable amount of fines)</td> <td>GM</td> <td>Silty gravels, gravel-sand-silt mixtures</td> <td>Atterberg limits below "A" line or P.I. less than 4</td> <td rowspan="2">Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols</td> </tr> <tr> <td>Clean sands (Little or no fines)</td> <td>GC</td> <td>Clayey gravels, gravel-sand-silt mixtures</td> <td>Atterberg limits above "A" line or P.I. greater than 7</td> <td rowspan="2">Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols</td> </tr> <tr> <td>Sands with fines (Appreciable amount of fines)</td> <td>SW</td> <td>Well-graded sands, gravelly sands, little or no fines</td> <td> $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 </td> <td rowspan="2">mm < 0.074</td> <td rowspan="2">Sand Fine Medium Coarse</td> </tr> <tr> <td>Clean sands (Little or no fines)</td> <td>SP</td> <td>Poorly-graded sands, gravelly sands, little or no fines</td> <td> $C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 </td> <td rowspan="2">mm < 0.074</td> <td rowspan="2">Sand Fine Medium Coarse</td> </tr> <tr> <td>Sands with fines (Appreciable amount of fines)</td> <td>SM</td> <td>Silty sands, sand-silt mixtures</td> <td>Atterberg limits below "A" line or P.I. less than 4</td> <td rowspan="2">Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols</td> </tr> <tr> <td>Sands with fines (Appreciable amount of fines)</td> <td>SC</td> <td>Clayey sands, sand-clay mixtures</td> <td>Atterberg limits above "A" line or P.I. greater than 7</td> <td rowspan="2">Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols</td> </tr> </table>	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve) coarse-grained soils are classified as follows: Less than 5 percent..... GW, GP, SW, SP More than 12 percent..... GM, GC, SM, SC 5 to 12 percent..... Borderline cases requiring dual symbols*	Sieve sizes < #200	#200 to #40 #40 to #10 #10 to #4	Clean gravel (Little or no fines)	GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines	mm < 0.074	0.074 to 0.42 0.42 to 2.00 2.00 to 4.76	Gravel with fines (Appreciable amount of fines)	GM	Silty gravels, gravel-sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols	Clean sands (Little or no fines)	GC	Clayey gravels, gravel-sand-silt mixtures	Atterberg limits above "A" line or P.I. greater than 7	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols	Sands with fines (Appreciable amount of fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	mm < 0.074	Sand Fine Medium Coarse	Clean sands (Little or no fines)	SP	Poorly-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	mm < 0.074	Sand Fine Medium Coarse	Sands with fines (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols	Sands with fines (Appreciable amount of fines)	SC	Clayey sands, sand-clay mixtures	Atterberg limits above "A" line or P.I. greater than 7	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	Sieve sizes < #200	#200 to #40 #40 to #10 #10 to #4
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	Clean sands (Little or no fines)	SP	Poorly-graded sands, gravelly sands, little or no fines					$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3				mm < 0.074		Sand Fine Medium Coarse																																		
	Sands with fines (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures					Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols																																							
	Sands with fines (Appreciable amount of fines)	SC	Clayey sands, sand-clay mixtures					Atterberg limits above "A" line or P.I. greater than 7		Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols																																						
	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines					Not meeting all gradation requirements for GW	mm < 0.074		0.074 to 0.42 0.42 to 2.00 2.00 to 4.76																																					
Gravel with fines (Appreciable amount of fines)	GM	Silty gravels, gravel-sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols																																												
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Plasticity Chart

* When the percent passing a No. 200 sieve is between 5% and 12%, a dual symbol is used to denote the soil. For example; SP-SC, poorly-graded sand with clay content between 5% and 12%.

APPENDIX B

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client. Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it in its entirety. Do not rely on an executive summary. Do not read selected elements only. Read this report in full.

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only from the design drawings and specifications*. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old*.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration*. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists*.



Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until construction begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other explorations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3**

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

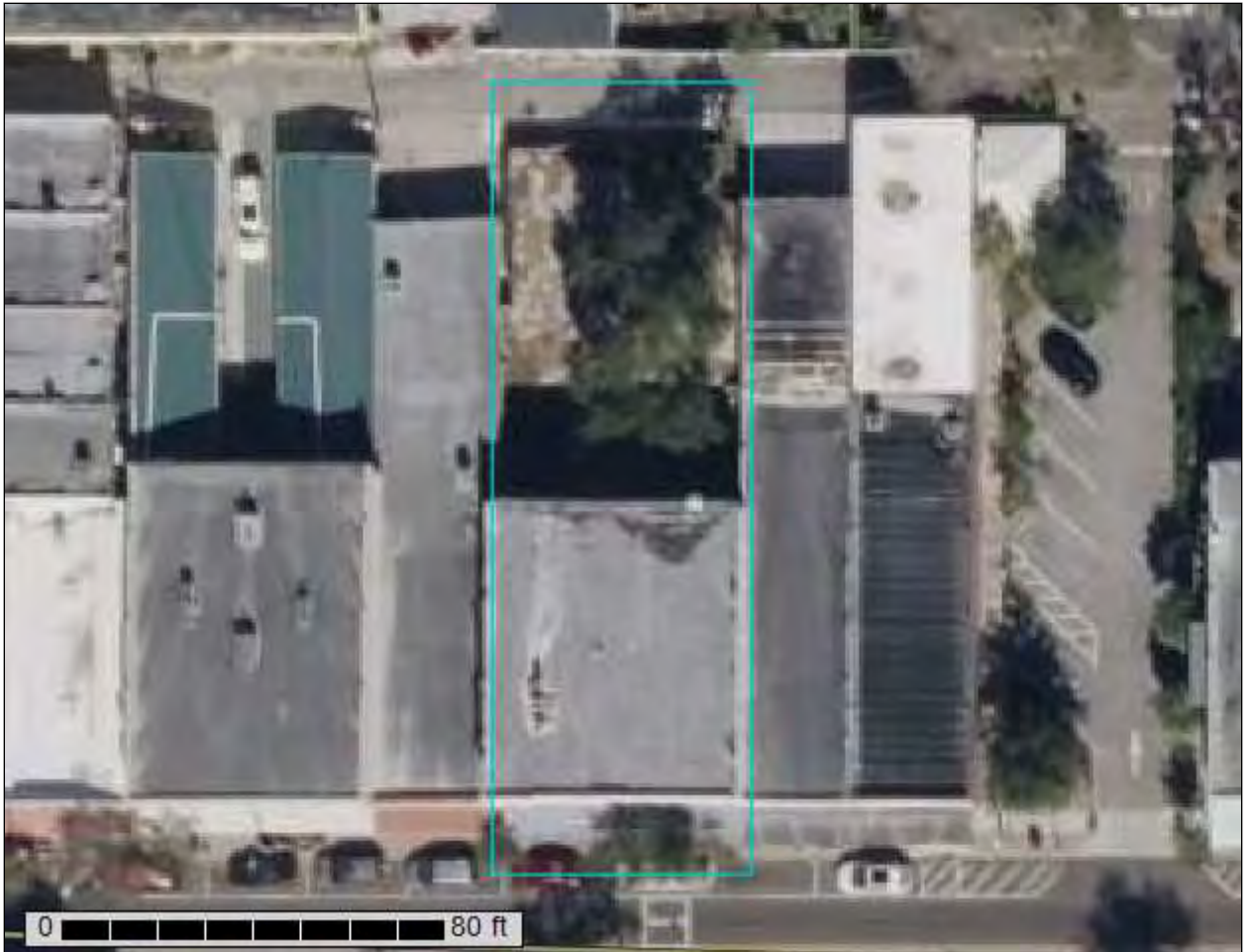
SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



Appendix D – NRCS Soils Report

Custom Soil Resource Report for Pinellas County, Florida



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Pinellas County, Florida.....	13
4—Astatula soils and Urban land, 0 to 5 percent slopes.....	13
Soil Information for All Uses	15
Soil Properties and Qualities.....	15
Soil Physical Properties.....	15
Saturated Hydraulic Conductivity (Ksat).....	15
References	19

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

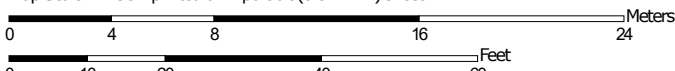
The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.


Map Scale: 1:295 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)


Soils


 Soil Map Unit Polygons


 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit


 Clay Spot


 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water


 Perennial Water

 Rock Outcrop


 Saline Spot

 Sandy Spot

 Severely Eroded Spot


 Sinkhole


 Slide or Slip


 Sodic Spot


 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals


Transportation

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pinellas County, Florida
 Survey Area Data: Version 18, Aug 27, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Astatula soils and Urban land, 0 to 5 percent slopes	0.2	100.0%
Totals for Area of Interest		0.2	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Pinellas County, Florida

4—Astatula soils and Urban land, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 134cw
Elevation: 10 to 150 feet
Mean annual precipitation: 48 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 335 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Astatula and similar soils: 50 percent
Urban land: 45 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Astatula

Setting

Landform: Ridges on marine terraces, hills on marine terraces
Landform position (three-dimensional): Interfluve, side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Eolian or sandy marine deposits

Typical profile

A - 0 to 3 inches: fine sand
C - 3 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Very high (20.00 to 50.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 2.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Forage suitability group: Forage suitability group not assigned (G154XB999FL)
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: No

Description of Urban Land

Setting

Landform: Marine terraces
Landform position (three-dimensional): Interfluve, talus
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: No parent material

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G154XB999FL)
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: Unranked

Minor Components

Adamsville

Percent of map unit: 3 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve, talus
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: No

Tavares

Percent of map unit: 2 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: No

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Physical Properties

Soil Physical Properties are measured or inferred from direct observations in the field or laboratory. Examples of soil physical properties include percent clay, organic matter, saturated hydraulic conductivity, available water capacity, and bulk density.

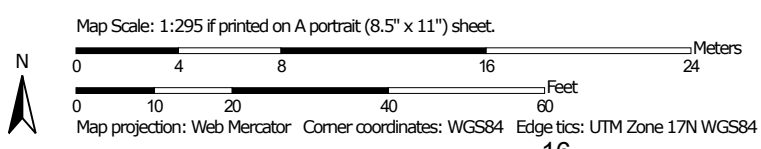
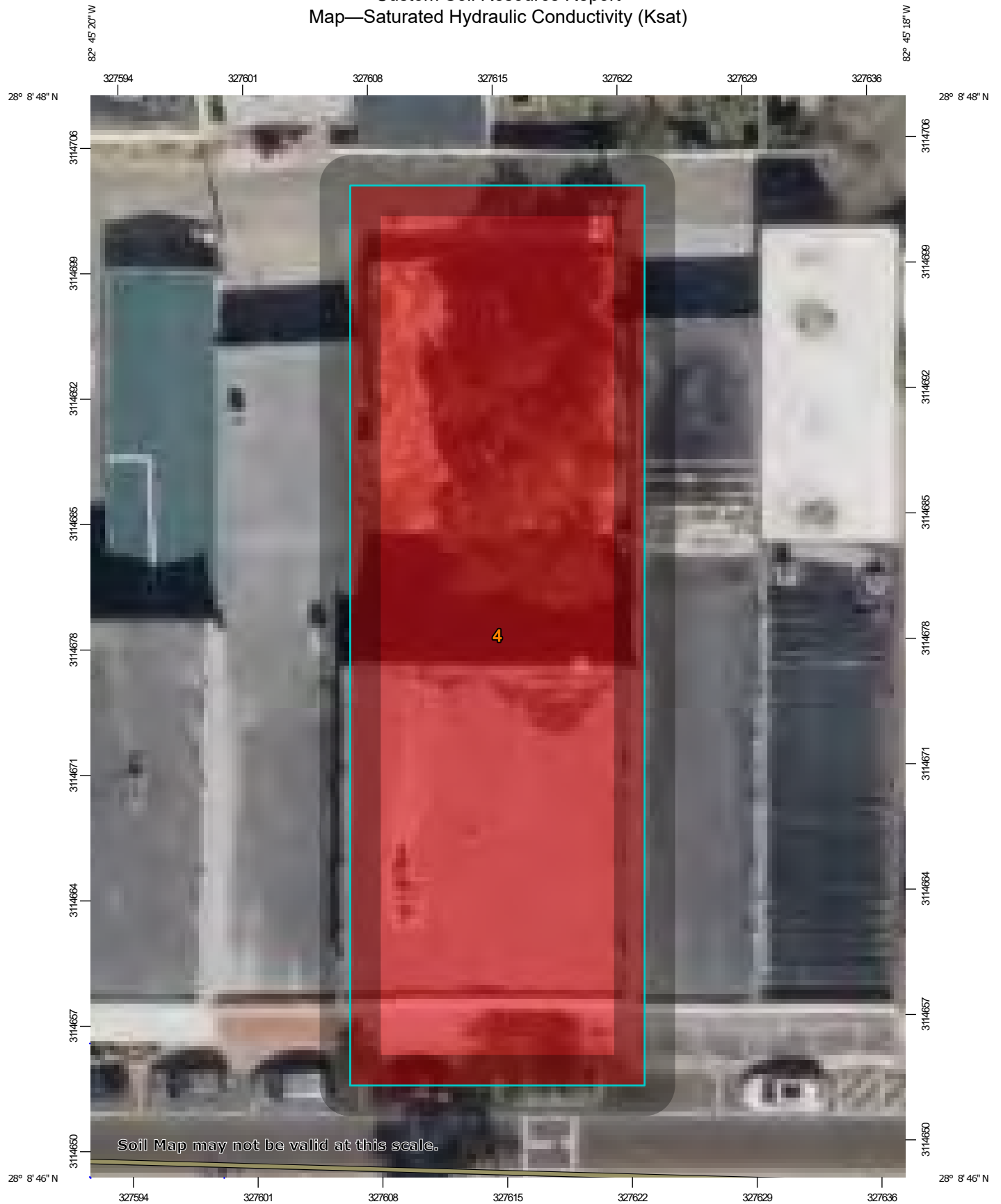
Saturated Hydraulic Conductivity (Ksat)

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity is considered in the design of soil drainage systems and septic tank absorption fields.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.


The numeric Ksat values have been grouped according to standard Ksat class limits.

Custom Soil Resource Report Map—Saturated Hydraulic Conductivity (Ksat)




MAP LEGEND


Area of Interest (AOI)

 Area of Interest (AOI)


Soils

Soil Rating Polygons

 = 246.9950


 Not rated or not available

Soil Rating Lines

 = 246.9950


 Not rated or not available

Soil Rating Points

 = 246.9950

 Not rated or not available

Water Features

 Streams and Canals


Transportation

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pinellas County, Florida
 Survey Area Data: Version 18, Aug 27, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Saturated Hydraulic Conductivity (Ksat)

Map unit symbol	Map unit name	Rating (micrometers per second)	Acres in AOI	Percent of AOI
4	Astatula soils and Urban land, 0 to 5 percent slopes	246.9950	0.2	100.0%
Totals for Area of Interest			0.2	100.0%

Rating Options—Saturated Hydraulic Conductivity (Ksat)

Units of Measure: micrometers per second

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Fastest

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): Depth Range (Weighted Average)

Top Depth: 12

Bottom Depth: 36

Units of Measure: Inches

247 Micrometers per second = 35 inches per hour

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- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

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United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf



Appendix E – Stage/Volume Calculations

Area	309 sf				
Length of pipe	140 ft				
size of pipe	30 in				
Bottom Elevation	17.73 elev				
Top of Facility	22.73 elev				
Depth	5.00 Ft				
Elevation			Increment (cf)	Culmative (cf)	ac-ft
17.73	Volume is Zero at Bottom of Facility		0.0	0.0	0.00000000
17.98	Area x Depth x 0.4 Stone porosity		30.9	30.9	0.00070937
20.48	Area x Depth x 0.4 Stone porosity + Volume of Pipe x 0.6		1957.5	1988.4	0.04564738
22.73	Area x Depth x 0.4 Stone porosity		278.1	2266.5	0.05203168



Appendix F – Existing Conditions ICPR Output

Simulation: 25yr 24hr

Scenario: Scenario1
 Run Date/Time: 9/23/2022 2:40:08 PM
 Program Version: ICPR4 4.07.04

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	30.0000	0.0500
Max Calculation Time:		10.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:

Extern Hydrograph Set:

Curve Number Set:

Green-Ampt Set:

Vertical Layers Set:

Impervious Set:

Tolerances & Options

Time Marching: SAOR
 Max Iterations: 6
 Over-Relax Weight: 0.5 dec
 Fact:
 dZ Tolerance: 0.0001 ft

IA Recovery Time: 24.0000 hr

Smp/Man Basin Rain: Global

Max dZ: 1.0000 ft
 Link Optimizer Tol: 0.0000 ft
 Edge Length Option: Automatic

Opt:
 Rainfall Name: ~SCSI11-24
 Rainfall Amount: 9.25 in
 Storm Duration: 24.0000 hr
 Dflt Damping (1D): 0.0050 ft
 Min Node Srf Area (1D): 100 ft2
 Energy Switch (1D): Energy

Comment:

Simple Basin: DA1

Scenario: Scenario1
 Node: Outfall
 Hydrograph Method: NRCS Unit Hydrograph
 Infiltration Method: Curve Number
 Time of Concentration: 10.0000 min
 Max Allowable Q: 0.00 cfs
 Time Shift: 0.0000 hr
 Unit Hydrograph: UH256
 Peaking Factor: 256.0
 Area: 0.1710 ac
 Curve Number: 93.5
 % Impervious: 0.00
 % DCIA: 0.00
 % Direct: 0.00
 Rainfall Name:

Comment: Existing Conditions
 Proposed Conditions
 A Soils
 85.0% Impervious
 98 = Impervious
 68 = Open Space

Simple Basin Runoff Summary [Scenario1]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number	% Imperv	% DCIA
DA1	25yr 24hr	0.92	12.2583	9.25	8.46	0.1710	93.5	0.00	0.00

Node: Outfall

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 23.40 ft
 Warning Stage: 24.00 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	23.40
0	0	0	12.0000	23.40
0	0	0	24.0000	23.40

Comment: Elevation of Alley



Node Max Conditions w/ Times [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]	Time to Max Stage [hr]	Time to Min/Max Delta Stage [hr]	Time to Max Total Inflow [hr]	Time to Max Total Outflow [hr]
Outfall	25yr 24hr	24.00	23.40	0.0000	0.92	0.00	0	0.0000	0.0000	12.2576	0.0000



Appendix G – Proposed Conditions ICPR Output

Simple Basin: DA1

Scenario: Scenario1
 Node: SWM1
 Hydrograph Method: NRCS Unit Hydrograph
 Infiltration Method: Curve Number
 Time of Concentration: 10.0000 min
 Max Allowable Q: 0.00 cfs
 Time Shift: 0.0000 hr
 Unit Hydrograph: UH256
 Peaking Factor: 256.0
 Area: 0.1710 ac
 Curve Number: 97.6
 % Impervious: 0.00
 % DCIA: 0.00
 % Direct: 0.00
 Rainfall Name:

Comment: Proposed Conditions

A Soils
 98.6% Impervious
 98 = Impervious
 68 = Open Space

Simple Basin Runoff Summary [Scenario1]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number	% Imperv	% DCIA
DA1	25yr 24hr	0.93	12.2583	9.25	8.96	0.1710	97.6	0.00	0.00

Node: Infiltration Node

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 17.30 ft
 Warning Stage: 24.00 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	17.30
0	0	0	12.0000	17.30
0	0	0	24.0000	17.30

Comment:

Node Max Conditions w/ Times [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]	Time to Max Stage [hr]	Time to Min/Max Delta Stage [hr]	Time to Max Total Inflow [hr]	Time to Max Total Outflow [hr]
Infiltration Node	25yr 24hr	24.00	17.30	0.0000	0.11	0.00	0	0.0000	0.0000	11.4781	0.0000

Node: Outfall

Scenario: Scenario1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 23.40 ft
Warning Stage: 24.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	23.40
0	0	0	12.0000	23.40
0	0	0	24.0000	23.40

Comment: Elevation of Alley

Node Max Conditions w/ Times [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]	Time to Max Stage [hr]	Time to Min/Max Delta Stage [hr]	Time to Max Total Inflow [hr]	Time to Max Total Outflow [hr]
Outfall	25yr 24hr	24.00	23.40	0.0000	0.89	0.00	0	0.0000	0.0000	12.2588	0.0000

Node: SWM1

Scenario: Scenario1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 17.73 ft
Warning Stage: 24.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
17.73	0.00	0

Stage [ft]	Volume [ac-ft]	Volume [ft3]
17.98	0.00	31
20.48	0.05	1988
22.73	0.05	2266

Comment:

Node Max Conditions w/ Times [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]	Time to Max Stage [hr]	Time to Min/Max Delta Stage [hr]	Time to Max Total Inflow [hr]	Time to Max Total Outflow [hr]
SWM1	25yr 24hr	24.00	23.43	0.0004	0.93	0.93	274	12.2588	12.1652	12.2588	12.2588

Percolation Link: Infiltration Link

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	SWM1	Vertical Flow Termination:	Horizontal Flow Algorithm
To Node:	Infiltration Node	Perimeter 1:	162.00 ft
Link Count:	1	Perimeter 2:	387.00 ft
Flow Direction:	Both	Perimeter 3:	2047.00 ft
Aquifer Base Elevation:	0.00 ft	Distance P1 to P2:	40.00 ft
Water Table Elevation:	17.30 ft	Distance P2 to P3:	450.00 ft
Annual Recharge Rate:	0 ipy	# of Cells P1 to P2:	10
Horizontal Conductivity:	35.000 fpd	# of Cells P2 to P3:	45
Vertical Conductivity:	35.000 fpd		
Fillable Porosity:	0.200		
Layer Thickness:	0.00 ft		

Comment: 17.5 inches per hour = 35 feet per day

Link Min/Max Conditions with Times [Scenario1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Time to Max Flow [hrs]	Time to Min Flow [hrs]	Time to Min/Max Delta Flow [hrs]	Time to Max Us Velocity [hrs]	Time to Max Ds Velocity [hrs]
Infiltration Link	25yr 24hr	0.11	0.00	0.00	0.00	0.00	11.4781	0.0000	24.6776	0.0000	0.0000

Weir Link: Weir1	
Scenario: Scenario1	Bottom Clip
From Node: SWM1	Default: 0.00 ft
To Node: Outfall	Op Table:
Link Count: 1	Ref Node:
Flow Direction: Both	Top Clip
Damping: 0.0000 ft	Default: 0.00 ft
Weir Type: Gravel Road Vertical	Op Table:
Geometry Type: Rectangular	Ref Node:
Invert: 23.40 ft	Discharge Coefficients
Control Elevation: 0.00 ft	Weir Default: 2.800
Max Depth: 999.00 ft	Weir Table:
Max Width: 52.00 ft	Orifice Default: 0.600
Fillet: 0.00 ft	Orifice Table:
Comment:	

Link Min/Max Conditions with Times [Scenario1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Time to Max Flow [hrs]	Time to Min Flow [hrs]	Time to Min/Max Delta Flow [hrs]	Time to Max Us Velocity [hrs]	Time to Max Ds Velocity [hrs]
Weir1	25yr 24hr	0.89	0.00	0.01	0.00	0.00	12.2588	0.0000	12.1656	0.0000	0.0000

Simulation: 25yr 24hr

Scenario: Scenario1
 Run Date/Time: 9/26/2022 3:41:12 PM
 Program Version: ICPR4 4.07.04

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	30.0000	0.0500
Max Calculation Time:		10.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph
Folder:

Lookup Tables

Boundary Stage Set:

Extern Hydrograph Set:

Curve Number Set:

Green-Ampt Set:

Vertical Layers Set:

Impervious Set:

Tolerances & Options

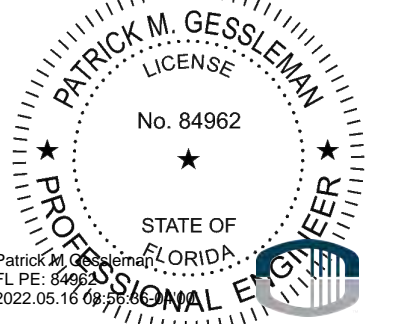
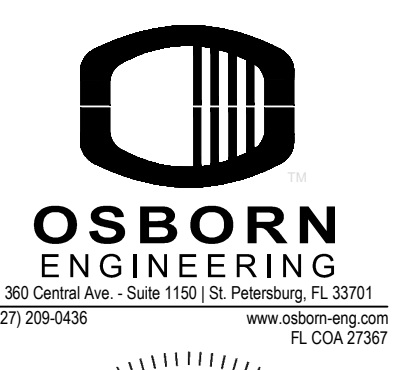
Time Marching: SAOR
 Max Iterations: 6
 Over-Relax Weight Fact: 0.5 dec
 dZ Tolerance: 0.0001 ft
 Max dZ: 1.0000 ft
 Link Optimizer Tol: 0.0000 ft
 Edge Length Option: Automatic

IA Recovery Time: 24.0000 hr
 Smp/Man Basin Rain Opt: Global
 Rainfall Name: ~SCSIII-24
 Rainfall Amount: 9.25 in
 Storm Duration: 24.0000 hr
 Dflt Damping (1D): 0.0050 ft
 Min Node Srf Area (1D): 100 ft2
 Energy Switch (1D): Energy

Comment:



ROWE ARCHITECTS
INCORPORATED
100 Madison Street, Suite 200
Tampa, Florida 33602-4704
www.RoweArchitects.com
Phone 813.221.8771
AR0013510



Patrick M. Gessleman
84962

This item has been electronically signed and sealed by Patrick M. Gessleman, P.E. LEED AP ND on 05/16/2022 using a Digital Signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Project Information

Tarpon Springs Tenant Fitout

COHatch Tarpon Springs

121 E Tarpon Ave
Tarpon Springs, FL 34689

Project Number J20211175.000

No.	Description	Date
01	Design Development	02.25.22
02	Permit Coordination	04.23.22
03	FINAL PERMIT	05.09.22

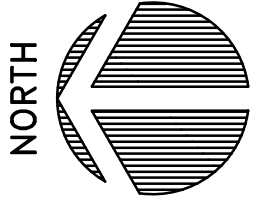
Revisions

No.	Description	Date

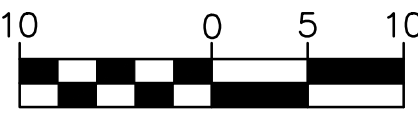
Sheet Information

DEMOLITION PLAN

C200



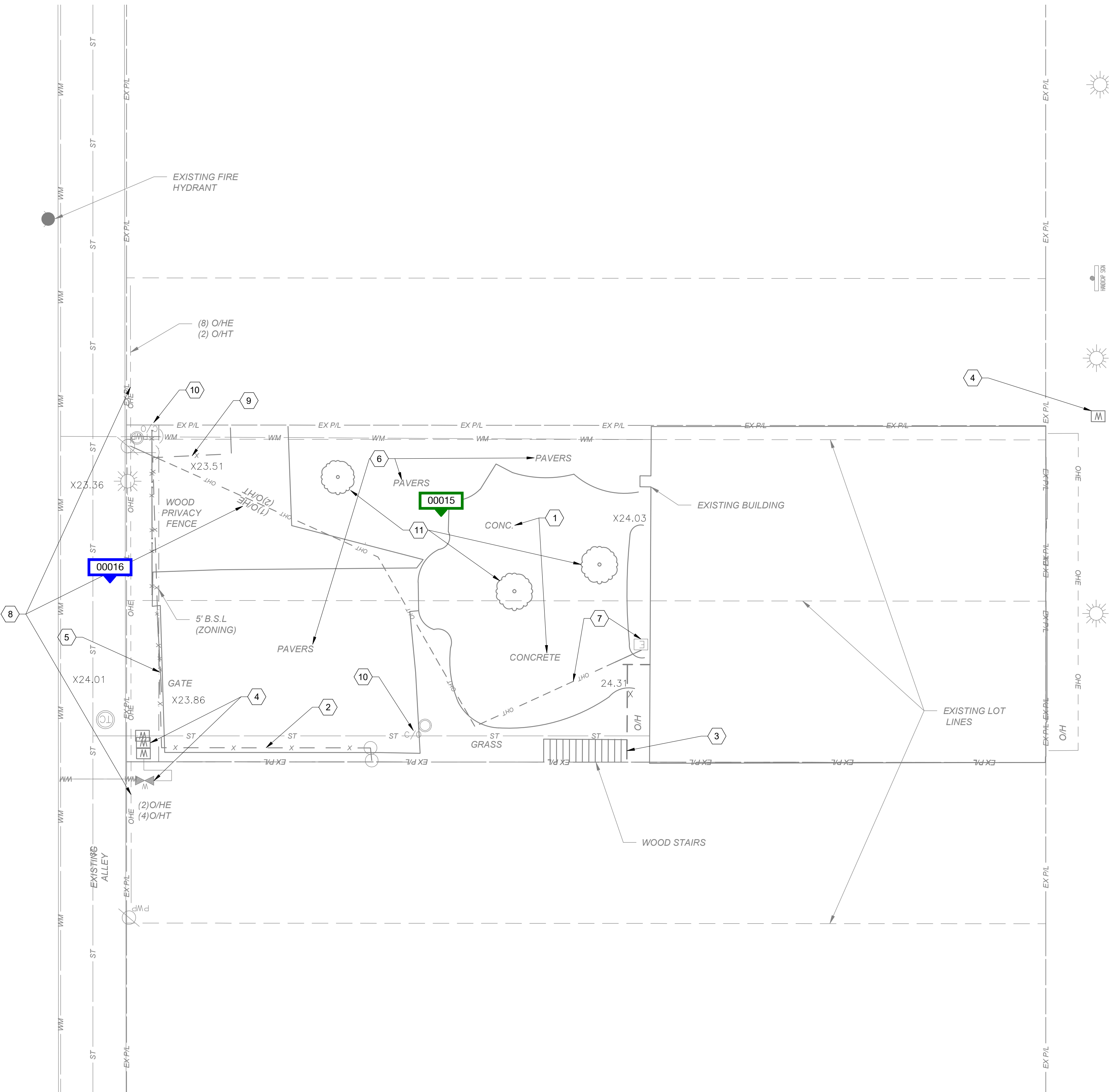
GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

LEGEND

— OHT —	EXISTING OVERHEAD TELEPHONE LINE
— OHE —	EXISTING OVERHEAD ELECTRIC
— EX-PL —	EXISTING PROPERTY LINE
— X —	EXISTING FENCE
— X —	EXISTING GATE
	EXISTING WATER VALVE
	EXISTING TREE
	EXISTING TELECOMMUNICATIONS MANHOLE
	EXISTING WATER METER
	EXISTING POWERPOLE
	EXISTING CLEAN OUT
	EXISTING LIGHT POLE
	EXISTING HANDICAP SIGN
— ST —	EXISTING STORM LINE
— WM —	EXISTING WATER LINE



EAST TARPON AVE

DEMOLITION PLAN CODED NOTES:

- EXISTING CONCRETE TO BE REMOVED.
- EXISTING WOOD PRIVACY FENCE TO BE REMOVED.
- EXISTING WOOD STAIRS TO BE REMOVED.
- EXISTING WATER METERS AND VALVES TO REMAIN.
- EXISTING GATE TO BE REMOVED.
- EXISTING PAVERS TO BE REMOVED.
- EXISTING TELEPHONE LINE W/ ELECTRIC METER TO BE REMOVED.
- EXISTING OVERHEAD ELECTRICAL & TELEPHONE LINES TO REMAIN.
- EXISTING FENCE TO BE REMOVED.
- EXISTING CLEAN OUT TO REMAIN.
- EXISTING TREES ON-SITE TO BE REMOVED.

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD LOCATE ANY AND ALL UTILITIES PRIOR TO PERFORMING ANY WORK. CONTACT THE APPLICABLE UTILITIES SERVICE PROVIDER AT A MINIMUM OF 48 HOURS IN ADVANCE OF WORK TO BE DONE NEAR ANY EXISTING UTILITY MAIN.
- THE SIZE AND LOCATION, BOTH HORIZONTAL AND VERTICAL, OF THE UNDERGROUND UTILITIES SHOWN HERE, HAVE BEEN OBTAINED BY A SEARCH OF AVAILABLE RECORDS. VERIFICATION BY FIELD OBSERVATION HAS BEEN CONDUCTED WHERE POSSIBLE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL CONTACT RESPECTIVE UTILITY COMPANIES PRIOR TO DEMOLITION TO COORDINATE DISCONNECTION AND REMOVAL OF EXISTING UTILITIES WITHIN THE AREA OF WORK.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE WHETHER THESE UTILITIES ARE SHOWN ON THE PLAN OR NOT.
- UPON DISCOVERY OF UNDERGROUND TANKS OR CONTAMINATED SOILS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE. NO REMOVAL OF TANKS OR CONTAMINATED SOILS SHALL OCCUR UNTIL AUTHORIZED BY THE OWNER AND PROPER AUTHORITIES.
- ITEMS DESIGNATED FOR DEMOLITION SHALL NOT BE DISTURBED BY THE CONTRACTOR UNTIL HE IS FURNISHED WITH NOTICE TO PROCEED BY THE OWNER. AS SOON AS SUCH NOTICE HAS BEEN GIVEN, THE CONTRACTOR SHALL PERFORM THE DEMOLITION UNDER THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
- DEBRIS SHALL NOT BE BURIED ON THE SITE. ALL UNSUITABLE MATERIAL AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL LAWS AND ORDINANCES.
- EXISTING TREES TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- THE USE OF EXPLOSIVES SHALL NOT BE PERMITTED.
- EXISTING ABANDONED UTILITIES WITHIN THE PROPOSED WORK LIMITS SHALL BE REMOVED IF POSSIBLE. IF SUCH UTILITIES ARE PRESENT, THEY SHOULD BE REMOVED AND RELOCATED OR ABANDONED IN PLACE. IF ABANDONED IN PLACE, IT IS RECOMMENDED THAT THE UTILITIES PIPE BE FILLED WITH LOW STRENGTH MORTAR GROUT TO AVOID POTENTIAL COLLAPSE IN THE FUTURE. SHOULD THE UTILITIES LINES BE REMOVED FROM THE SITE, THE RESULTANT TRENCH EXCAVATIONS SHOULD BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE LATEST M.A.G. STANDARD DETAILS AND SPECIFICATIONS.
- ALL MATERIAL, EXCEPT THOSE BELONGING TO A PUBLIC UTILITY COMPANY OR DENOTED FOR SALVAGE, SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
- IT IS THE INTENT OF THIS DEMOLITION PLAN TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY NEED TO BE REMOVED FOR THE PROPOSED PROJECT THAT ARE NOT SHOWN HEREON. (THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SUCH ITEMS AT NO ADDITIONAL COST TO THE OWNER.) NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF SUBSURFACE FEATURES, UTILITIES, ETC. NOT SHOWN ON THE EXISTING CONDITIONS PLAN.
- THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, AND STAKES.
- ANY DAMAGE CAUSED TO THE PAVEMENT, DRIVES, DRAINAGE SYSTEMS, UNDERGROUND OR OVERHEAD UTILITIES, PIPE LINES OR LANDSCAPING, EITHER WITHIN THE RIGHT-OF-WAY OR ON ADJACENT PROPERTIES, SHALL BE FULLY RESTORED PROMPTLY TO THE PRE-CONSTRUCTION CONDITION OR BETTER BY THE CONTRACTOR WITH ALL RELATED COSTS BEING THE FULL RESPONSIBILITY OF THE CONTRACTOR.
- WHERE NECESSARY TO REMOVE PAVEMENTS OR DRIVES, THE PAVEMENT SHALL BE SAW CUT FULL DEPTH IN NEAT, STRAIGHT LINES. WHERE REMOVED IN WALK AREAS, SHALL BE SAWCUT AT NEAREST JOINT.
- EROSION & SEDIMENT CONTROL MEASURES SHALL BE IN PLACE AND MAINTAINED DURING DEMOLITION ACTIVITIES.
- THE PURPOSE OF THIS DRAWING IS TO CONVEY THE OVERALL SCOPE OF WORK AND IT IS NOT INTENDED TO COVER ALL DETAILS OR SPECIFICATIONS REQUIRED TO COMPLY WITH GENERALLY ACCEPTED DEMOLITION PRACTICES. THE CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE SITE, SCOPE OF WORK, AND ALL EXISTING CONDITIONS AT THE SITE PRIOR TO BIDDING AND COMMENCING THE WORK. THE DEMOLITION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, OR PROCEDURES USED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND IS LIABLE FOR THE SAFETY OF THE PUBLIC OR CONTRACTOR'S EMPLOYEES DURING THE COURSE OF THE PROJECT.



City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5611
FAX (727) 943-4651

Renea Vincent, AICP, CPM
Director

LOCAL GOVERNMENT VARIANCES AND APPEALS OF ADMINISTRATIVE DECISIONS

CITY OF TARPON SPRINGS

Application #21-56

ORDER GRANTING A VARIANCE

CODE REQUIREMENT: Per Table 5A of the SmartCode, the maximum building FAR is 1.25 for properties located in the T5b – Tarpon Ave Main Street – transect zone.

REQUEST: Request to construct a 2-story addition and covered deck on the backside of the existing building resulting in a floor area ratio (FAR) of 1.90, which exceeds the maximum allowable FAR of 1.25 in the T5b – Tarpon Ave Main Street – transect zone.

ADVERTISED: Tampa Bay Times on May 5, 2021

PARCEL IDENTIFICATION: 12-27-15-95940-001-0070

LOCATION: 121 E Tarpon Avenue

The Board of Adjustment heard testimony and reviewed all evidence at the Board of Adjustment Public Hearing held on May 26, 2021, and based on the evidence, enters the following findings of fact, conclusions of law, and order.

FINDINGS OF FACT

1. The alleged hardship is not self-imposed by the applicant, but rather a result of inconsistency between the Special Area Plan and the SmartCode density and intensity allowances. Further, this is a historic structure located on a larger lot. Any expansions to the existing building would likely result in a similar FAR to other buildings along Tarpon Avenue, which would likely exceed the allowable FAR.
2. The subject property is located within the heart of the downtown. Buildings are expected to encompass most of the lot and extend from lot line to lot line. The proposed addition will not be visible from the street and is consistent with surrounding development patterns.
3. The alleged hardship is not self-imposed by the applicant, but rather a result of inconsistency between the Special Area Plan and the SmartCode density and intensity allowances. Further, this is a historic structure located on a larger lot. Any expansions to the existing building would likely result in a similar FAR to other buildings along Tarpon Avenue, which would likely exceed the allowable FAR.

4. The subject property is located within the heart of the downtown. Buildings are expected to encompass most of the lot and extend from lot line to lot line. The proposed addition will not be visible from the street and is consistent with surrounding development patterns.
5. The proposed increased FAR is consistent with the overall intent of the Downtown character district established in the Special Area Plan and is consistent with the Comprehensive Plan and Countywide Plan.
6. The proposed FAR adjustment will allow for an expansion that is consistent with the development pattern found along Tarpon Avenue. The proposed FAR is consistent with the Downtown character district and the overall intent of development for this area.
7. The amendment is consistent with the Special Area Plan FAR allowances for other properties fronting Tarpon Avenue. The proposed amendment will not confer any special privilege to the applicant.
8. The adjustment will not result in the need to amend the Comprehensive Plan or Countywide Plan. The proposed FAR is consistent with the FAR allowances in both of these documents. However, to be consistent with the intended FAR established in the Special Area Plan, the increased FAR and density allowances should ultimately be recognized by the SmartCode for future development proposals.
9. The property is already located within the appropriate land use category because the property is located within the heart of the downtown and is regulated under the Special Area Plan and SmartCode.

CONCLUSIONS OF LAW

The Board of Adjustment has determined that the request meets all of the review criteria established in the Land Development Code, specifically Section 215.00(C).

ORDER

It is DECIDED that the application is approved by a 5-0 vote by the Board of Adjustment, specifically, to authorize a variance for the purpose of constructing a 2-story addition and covered deck on the backside of the existing building resulting in a floor area ratio (FAR) of 1.90 at 121 E Tarpon Avenue.

DONE AND ORDERED on May 26, 2021.



Chris Hrabovsky, Chairman
Board of Adjustment



Renea Vincent, AICP, CPM
Director

City of Tarpon Springs, Florida

Planning and Zoning Department
324 E Pine Street
Tarpon Springs FL 34689
(727) 942-5611

January 4, 2021

CRDV Tarpon Springs LLC
1733 West Lane Ave.
Columbus, Ohio 43221
(c/o johnwatkins@cohatch.com and l.keene@rowearchitects.com)

RE: **Certificate of Approval – 121 East Tarpon Avenue;
Application #21-139**

Dear Sirs:

This letter serves to inform you that the City of Tarpon Springs Heritage Preservation Board, at their regular meeting of January 3, 2022, approved your request as presented for a Certificate of Approval to build an addition onto the rear, and, renovate the existing facades of the contributing structure. The following conditions of approval were specified:

1. Specified designs and materials for the windows, doors, signs and lighting, approved by the Heritage Preservation Board at the hearing shall be used.
2. If windows on the side facades are bricked in, the arched window openings and original sills shall be retained to allow future restoration.
3. The Certificate of Approval will expire in three (3) years if a building permit has not been issued for the project.

The primary materials noted during the hearing for items listed in condition #1 included powder coated or other metal construction and frosted glass. ***Please note that it is your responsibility to supply a copy of this letter with the application for a building permit when it is submitted.*** In the meantime, if you have any questions, please do not hesitate to contact me at 727-938-3711, ext. 2255.

Sincerely,

A handwritten signature in blue ink that reads "Patricia L. McNeese".

Patricia L. McNeese, AICP
Principal Planner

cc: File #21-139



**121 E. TARPON AVE
123 E. TARPON AVE**

MIXED-USE REDEVELOPMENT PROJECT
TARPON SPRINGS, FL

John Watkins

COhatch, Co-Principal
john.watkins@cohatch.com
213.422.4607

PROJECT TEAM



John Watkins
COHATCH & COHATCH REGIONAL
DEVELOPMENT VENTURES LLC

As a long-time believer in the brand, John jumped at the opportunity to join the COhatch team officially in 2019. His years of experience leading corporate teams make him a natural fit as the Co-Principal in charge of national expansion.



Matt Davis
COHATCH & COMMUNITY SPACE
DEVELOPMENT, LLC

Matt is the Managing Member of CSD, LLC and the CEO and Founder of COhatch. He specializes in renovating and repurposing historic or landmark properties, turning them into new uses that improve the fabric of towns.



Chris Watkins
COHATCH & COHATCH REGIONAL
DEVELOPMENT VENTURES LLC

In addition to determining the real estate strategy behind the markets, Chris oversees the operations of the COhatch sites. As Co-Principal, he is integral to the execution and success of the national expansion of COhatch.



Elisabeth & Joel Limes
COHATCH

Elisabeth and Joel Limes are Co-Founders and Chief Brand Officers. Together they oversee the design and brand, with the goal to evolve member-driven, aspirational environments. The challenge of bringing life back to repurposed buildings is at the core of what they do.



Brian Sanders
COHATCH

A Tampa Bay native, Brian is the Market Leader for the Tampa Bay region. He spearheads the local COhatch team, ensuring the market thrives by growing sales, building the team, connecting with the community, and finding ways to give back.



Mary Lynn Waite & Paul Teeples
BRIGHTSTONE CREATIVE

Mary Lynn and Paul lead the Brightstone Creative team to design branded commercial environments, from retail to restaurants to corporate spaces. This group specializes in both environmental and graphic design for clients large and small.



Noel Cruz
FOOD & BEVERAGE PARTNER

Noel has an impressive pedigree as a chef and restaurateur, having spent years in New York City before settling down in Tampa. His ramen restaurant, Ichicoro Ramen, was recently awarded the Michelin Bib Gourmand award. His new concept will be the perfect companion to COhatch in two upcoming locations, including Tarpon Springs.



Tim Mescher
EQUITY | EPM DIVISION

Tim is the division leader for equity's Program Management team, which identifies, qualifies and manages all parties on the project including architects, contractors and other vendors to ensure project completion. Tim is responsible for the overall operation and direction of the division including successful project outcomes.



Angela Hendershot & Luke Keene
ROWE ARCHITECTS INCORPORATED

Tampa-based Rowe Architects is a nationally recognized architectural design firm. The firm has an award-winning history of providing quality professional architectural services on educational, institutional, commercial, multi-use and historic preservation projects throughout Florida.



COhatch's mission is to **Strengthen Communities, Improve Lives and Equip People to be Even Greater.** As the anchor tenant and lead developer, COhatch intends to repurpose the Fernald Building at 121 East Tarpon Ave into a coworking, meeting and event space, and create a positive impact on the town of Tarpon Springs.

In support of its mission, COhatch focuses on impacting the lives of its members, the community, nonprofits and small businesses. Because of this, COhatch provides scholarships to nonprofits, as well as women and minority startups. The scholarship recipients will become part of the physical and digital COhatch ecosystem where they can gain access to programming and other services. These programs, along with other amenities such as food and beverage services, will not only add economic value, but will also help to strengthen the community.

For this project, COhatch is partnering with Tampa-based restaurateur Noel Cruz. His beloved ramen restaurant, Ichicoro Ramen, was recently awarded the Michelin Bib Gourmand award. This partnership will bring Tarpon Springs a brand new concept called Made Whole, a comfortable all-day cafe offering coffee, light lunch, and fresh dinner menu options. COhatch and Made Whole will share an event space, and work together to create a space that adds value for COhatch members and residents of Tarpon Springs.

COhatch is looking forward to rejuvenating the Fernald Building and becoming part of the Tarpon Springs community.

CONTENTS

02	Project Team
03	About COhatch
06	Partnerships
07	COhatch Examples
13	Project Vision & Concept Design
31	Project Timeline
32	Special Conditions/Assumptions



At COhatch, our mission is to **strengthen communities, improve lives, and equip people to be even greater.**

We do this in many ways, from providing collaborative spaces, to hosting workshops and events, to providing amenities that enhance both business and personal life. COhatch provides flexible ways for our members to Work, Meet, and Live.



WATCH THE VIDEO

COhatch explained in 90 seconds

WORK

COhatch is a flexible environment with spaces to suit the needs of our members, from the energy of open coworking, to quiet, comfortable nooks, to private offices and corporate suites.

MEET

We provide areas for gatherings and events for both members and the community. We design our spaces with social collision in mind, so members meet and make connections.

Live

We care about our members and know that life extends outside of work. This is why our founders created a place to work that feels like an extension of the home where members can celebrate life with family and friends.

[Learn more about what Live means to us on the next page](#)

WORK. MEET. *Live*

What sets COhatch apart from other coworking spaces is our culture's focus on all things "Live." At COhatch, we like members to view our space as an extension of their home. Beyond coworking, our members use COhatch to celebrate life milestones with family and friends.

FREE LIFE EVENTS

We offer Free Life Events to all of our members. Members can use our event space for free to celebrate special events, like birthdays, showers, anniversaries, and more.

LIFESTYLE PERKS

Everyone needs a vacation right? COhatch has its very own vacation home in Anna Maria Island, Florida for members to rent at discounted rates.



COhatch is our newly launched digital community. Members can find all of our amenities, list their business, meet other COhatch members (in all of our locations), host a workshop, find a nonprofit to support, invest in a start-up, and much more.

IMPACT COLLECTIVE

It's part of our DNA to give back to the communities where we are located. Our Impact Collective programs do just that. The Impact Collective provides scholarships to nonprofits, and women and minority startups. The scholarship recipients will become a part of the COhatch physical and digital ecosystem where they gain access to programming and other services. Last year, we gave \$1.8 million in scholarships.



GIVE Scholarships

The founding scholarship for our Impact Programs, our GIVE Scholarships make using our COhatch resources accessible for all nonprofits doing awesome work in the community.



BOOST Scholarships

Focused on providing local startups equitable access to COhatch locations across the nation, our BOOST Scholarship is for any business, including an earmarked number of scholarships for minority and women-owned businesses, as well as technology.



Civic Scholarships

We are proud to be in communities with dedicated Civic Leaders. We are grateful to be able to provide driven and local Civic Leaders with access to our locations to generate more community development in our areas.

PARTNERSHIPS

COhatch partners with businesses and organizations that are beneficial to our members and the communities we serve.

Through these connections, industry experts provide learning opportunities and programming to the COhatch community. Experiences and successes in our current ecosystem allow us to roll out enhanced programming to our expanding markets.



National Christian
FOUNDATION
Tampa Bay

NCF TAMPA BAY

The National Christian Foundation, Tampa Bay and COhatch have partnered to convene and support impact alliances around the Tampa Bay area.



UNDERGROUND NETWORK

We're partnering with the Tampa Underground Network to offer incubation programs that would provide coaching, financial service, leadership training, and access to COhatch locations.



UNIVERSITY PROGRAMS

To create greater connectivity between students, faculty, alumni, and the community, COhatch partners with universities like the Florida Southern College Center for Free Enterprise.



LOCAL FOOD & BEVERAGE

We love to partner with local restaurateurs to create new destinations within the communities we serve.

We're partnering with Noel Cruz, award-winning chef and restaurateur of several eateries in the Tampa Bay area, to bring Tarpon Springs a brand new concept, Made Whole. This comfortable, all-day-cafe will be a place for the residents of Tarpon Springs to grab coffee, a light lunch, or a fresh dinner. This concept will share space and work seamlessly with COhatch, benefitting both members and the residents of Tarpon Springs.



AT COHATCH, OUR PASSION IS ADAPTIVE REUSE.

We invest in buildings with a storied history, reviving old mainstays and enriching the fabric of the town. We tell these unique stories through our designs, updating the architecture while honoring the past.

Myers Market, 1920s

COhatch Springfield, 2020

COHATCH WORTHINGTON

659 High St. Worthington, OH

Our first location, a former hardware store, is set in the heart of a quaint neighborhood downtown. Inside this Worthington gem, you'll find plenty of room to work, meet, and live through coworking, office space, and events. The concept proved so popular, our founders quickly opened a second location just down in the street in the same district. Worthington will always hold a special place in our hearts.

4,500
SQUARE FEET

10
PRIVATE
OFFICES

4
MEETING
ROOMS

2016
OPENED IN

45+
COWORKING
SEATS

AMENITIES

Large event venue space, complimentary beverages



COHATCH HYDE PARK

2722 Erie Ave Cincinnati, OH

This former radio station turned restaurant turned modern day workspace was originally built in 1910. With a prime spot in the historic neighborhood, it was the perfect opportunity to collaborate with food & beverage partner, North High Brewing, to bring a unique work-meets-life experience to the community.

13,000

SQUARE FEET

27

PRIVATE
OFFICES

5

MEETING
ROOMS

2020

OPENED IN

30+

COWORKING
SEATS

AMENITIES

Large event venue space, North High Brewing with full bar and food service at night, brunch on weekends



COHATCH LAKELAND

211 E Main St Lakeland, FL

COhatch Lakeland is located in the Skipper Building on Main Street. Built in 1912, this building has been home to the US Post Office, the Elks Lodge, the Lakeland Chamber of Commerce, and a myriad of other businesses. The design maintains the preservation of brick walls, patches of original flooring and original wooden framed windows integrated into the modern design.



13,000

SQUARE FEET

2022

OPENING

31

**PRIVATE
OFFICES**

5

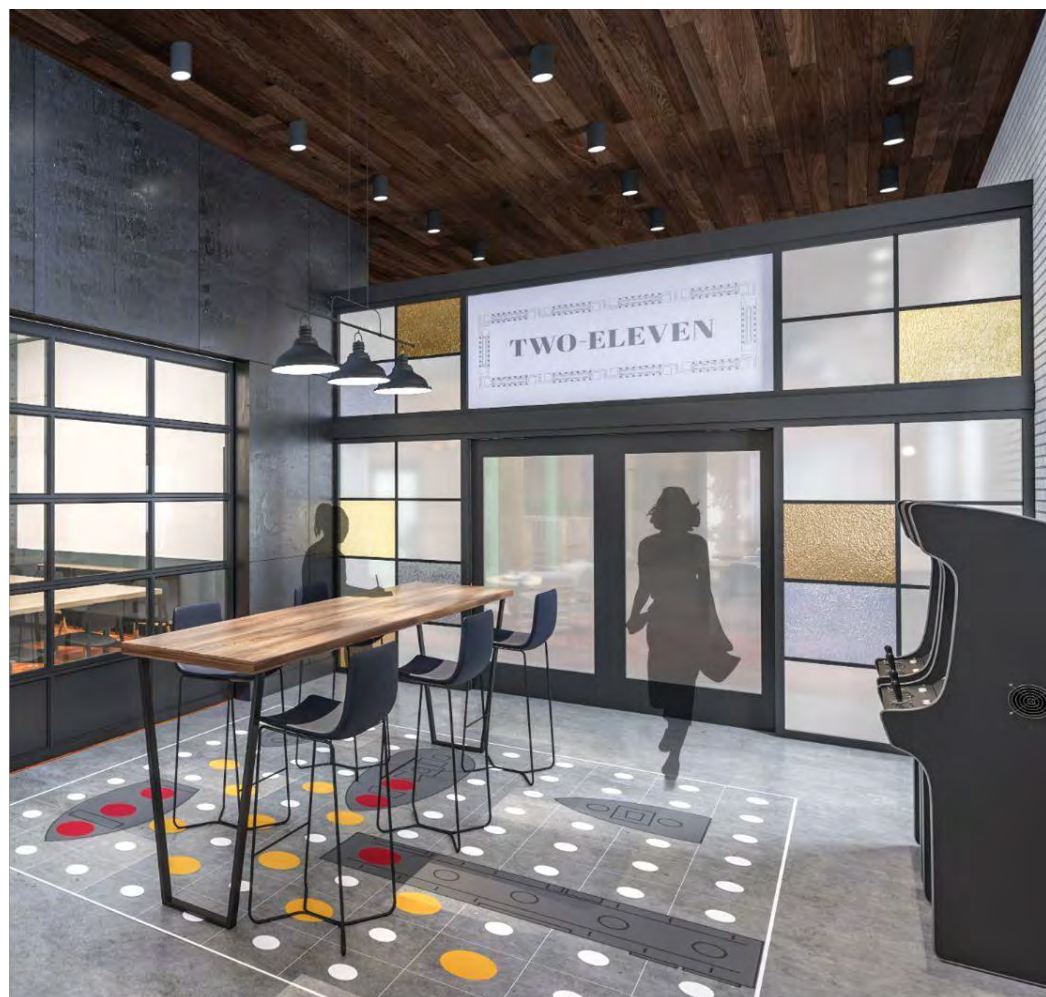
**MEETING
ROOMS**

90+

**COWORKING
SEATS**

AMENITIES

Podcast room, Lending library of over 200 curated books to check out, Craft beverage vending machine



COHATCH ST. PETERSBURG

15 8th St St. Petersburg, FL

In St. Petersburg, COhatch is revitalizing the historic Harlan Hotel with food and beverage partner King State, a local brewery and coffee shop. The 4-story building was built in 1925 and added to the St. Petersburg Register of Historic Places in 1997. It was previously home to a metalworker who built the wrought iron balcony on the second floor. The city has been a destination for the arts since the early 2000s, and COhatch is embracing this with a rotating art gallery.



10,000

SQUARE FEET

2023

OPENING

25

PRIVATE
OFFICES

5

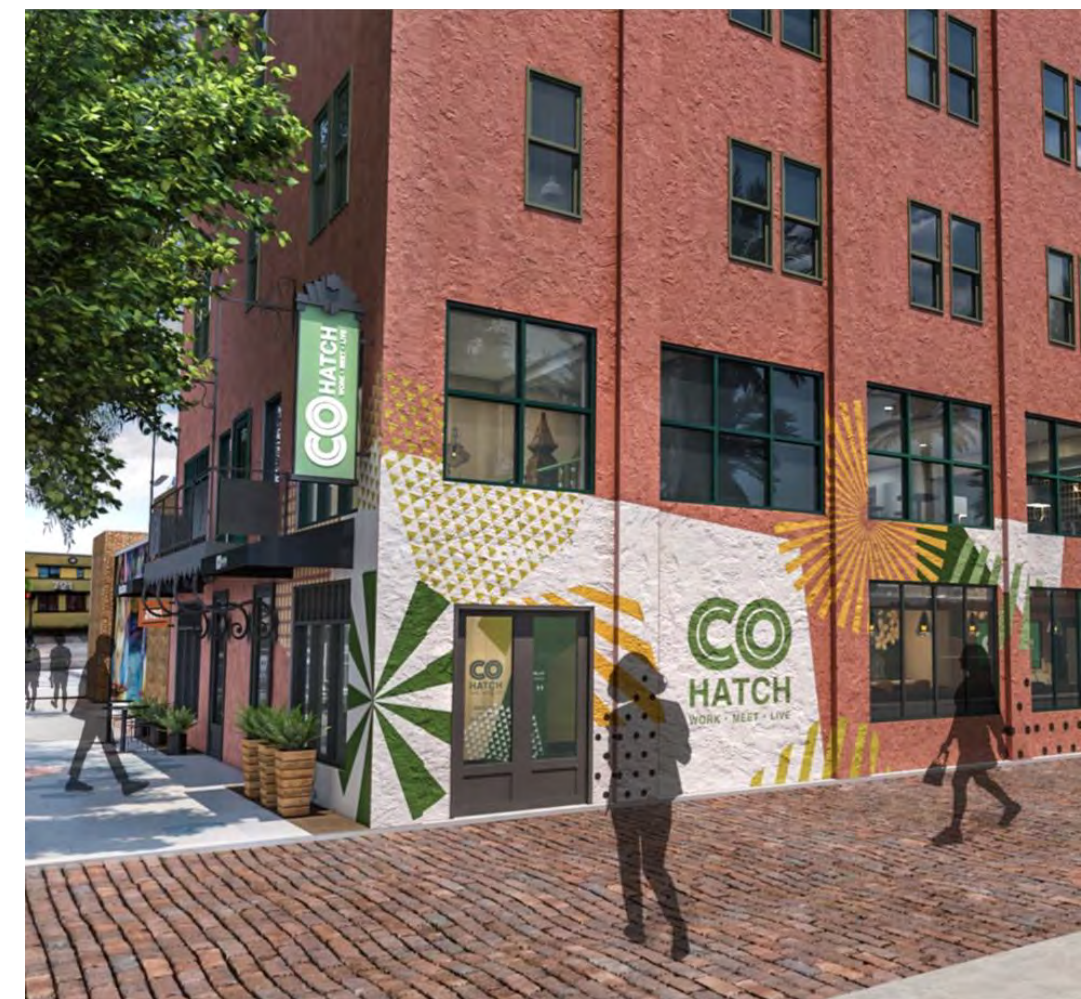
MEETING
ROOMS

30+

COWORKING
SEATS

AMENITIES

King State brewery and coffee shop, Event space, Podcast room, Rotating art gallery



COHATCH WEST TAMPA

2132, 2128, 2134 W Main St West Tampa, FL



The West Tampa neighborhood is experiencing a wave of growth and reinvigoration, making it the perfect home for COhatch as we grow our presence in the Tampa Bay area. Preserving original character like the large skylight and exposing existing brick brings this building to life.

This historic building is home to Bar-B-Que King, a beloved family-owned late night BBQ joint with over 50 years in the business. Bar-B-Que King is relocating to the corner of the building, gaining more space both indoors and out.

A second food and beverage partner, Made Whole, is located on the other corner, rounding out the offer with coffee, light lunch, and fresh dinners.

15,000

SQUARE FEET

2023

OPENING

24

PRIVATE OFFICES

4

MEETING ROOMS

40+

COWORKING SEATS

AMENITIES

Bar-B-Que King, Made Whole, Shared Event Space, Outdoor Music Venue



The image shows the exterior of a CO HATCH restaurant. The building is a two-story structure with a modern facade. The ground floor features large glass windows and doors, some with green frames. A prominent sign above the entrance reads "CO HATCH" in green. To the right, a circular sign hangs from the building. The sidewalk is paved with grey bricks and has several outdoor tables and chairs. The text "OUR VISION" is overlaid in large green letters, and "TARPON SPRINGS" is overlaid in large white letters below it. The background shows a brick building with arched windows and a sign that says "WHOLE BY DAY".

OUR VISION

TARPON SPRINGS

TAMPA MARKET

4 UPCOMING LOCATIONS
OPENING 2022 - 2023

COhatch members aren't just limited to their home location. All memberships allow access to the entire COhatch network. With four Florida sites opening soon, members will be able to enjoy the unique amenities each location has to offer, from event spaces to arcade games to food and beverage partnerships.

TARPON SPRINGS

- + Made Whole
- + Event Space



LAKELAND

- + Podcast Room



ST. PETERSBURG

- + King State
- + Podcast Room



WEST TAMPA

- + Bar-B-Que King
- + Made Whole



Big Bend
Seagrasses
Aquatic
Preserve

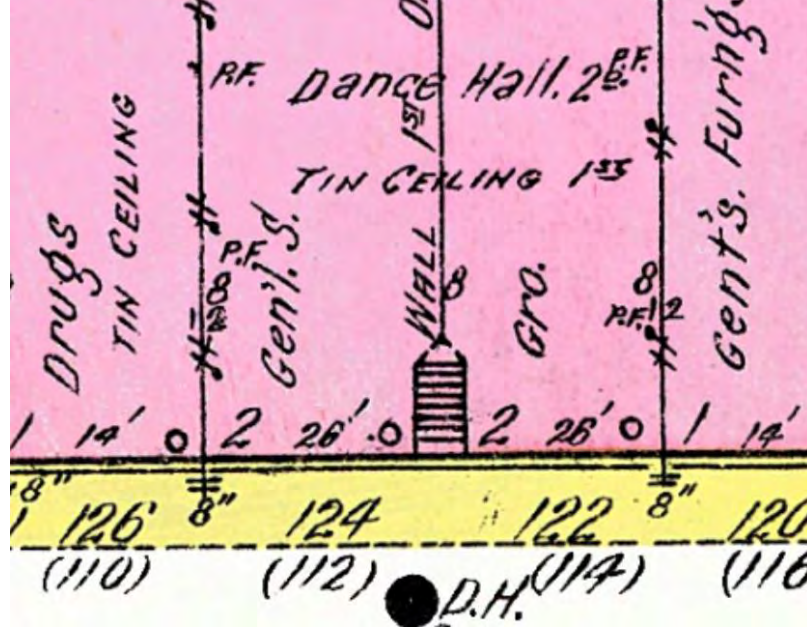
Ocala National
Forest

Downtown Tarpon Springs – A National Historic District

121 E. TARPON AVENUE. FERNALD BUILDING

Built Circa 1894

This two-part masonry vernacular commercial building was constructed by New Orleans native Willis Castaing for G. W. Fernald, a wealthy merchant, in 1894. It is the oldest surviving commercial building in Tarpon Springs. In 1894, the downtown was nearly wiped out by a fire. Fernald's original wooden store was destroyed and he immediately built the present brick building. The structure housed a ground floor general store that stocked hay, cattle and horse feed, farm supplies household goods, and groceries. The upper floor was called Fernald's Hall, a community meeting hall. The building has been put to many uses over the years. The city's telephone company was once upstairs, and the downstairs once housed a grocery store, restaurant, meat market,



CONNECTING TO THE COMMUNITY

The goal of each COhatch location is to create a space that connects to the surrounding area. We research the history of the building and consider the character and culture of the neighborhood. These stories are told in the design of our spaces, from material choice to murals to decor. We strive to honor historic details, incorporating as much original character as possible.

At COhatch Tarpon Springs, this is accomplished by...

- An open coworking space on the second floor that harkens back to the building's history as a community meeting hall
- Murals that pay homage to the history of Greek sponge divers in the area
- Maintaining exposed brick walls and original tin ceilings



ONE-OF-A-KIND AMENITIES

On top of providing our members with top-notch coworking space and private offices, COhatch designs each of its spaces with unique and convenient amenities. From movie theaters to sports simulators, no two COhatch locations are exactly alike.

Our Tarpon Springs location features...

- Food & Beverage partner to service both indoor and outdoor dining
- Event space with performance stage
- Amenities such as kitchenettes, unique vending machines, and games



PATIOS



EVENT SPACES



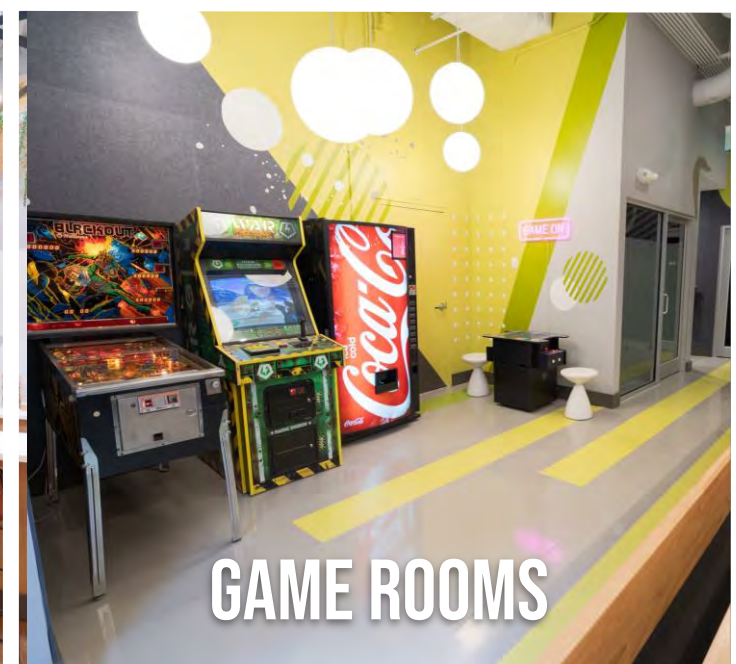
FOOD & BEVERAGE



MEETING ROOMS



KITCHENETTES



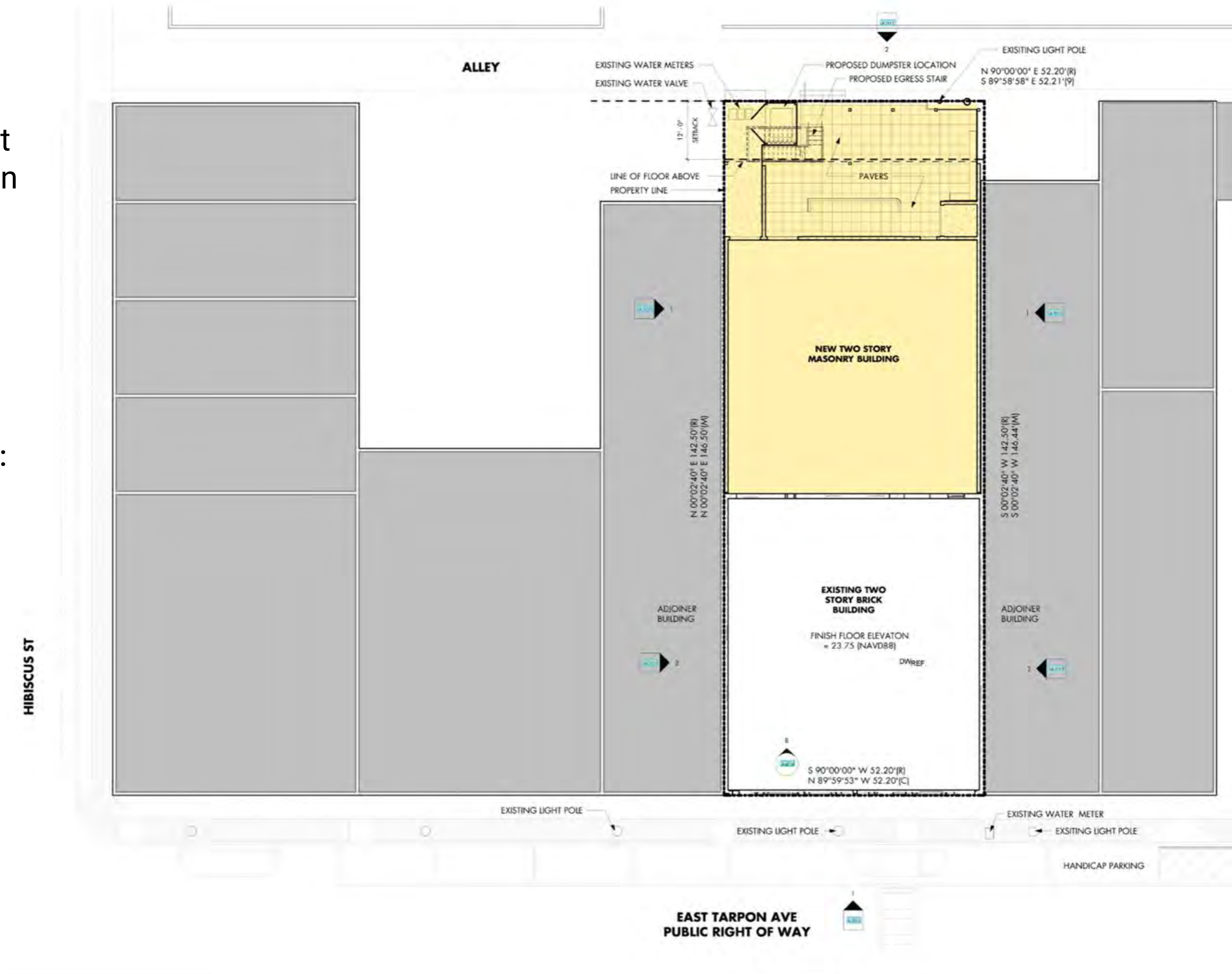
GAME ROOMS

SITE PLAN

The Ferndale Building, located at 121 East Tarpon Ave, was built in 1894 and is the oldest surviving commercial building in Tarpon Springs. The property is located in-line between two adjoining neighboring buildings.

The new proposed design includes:

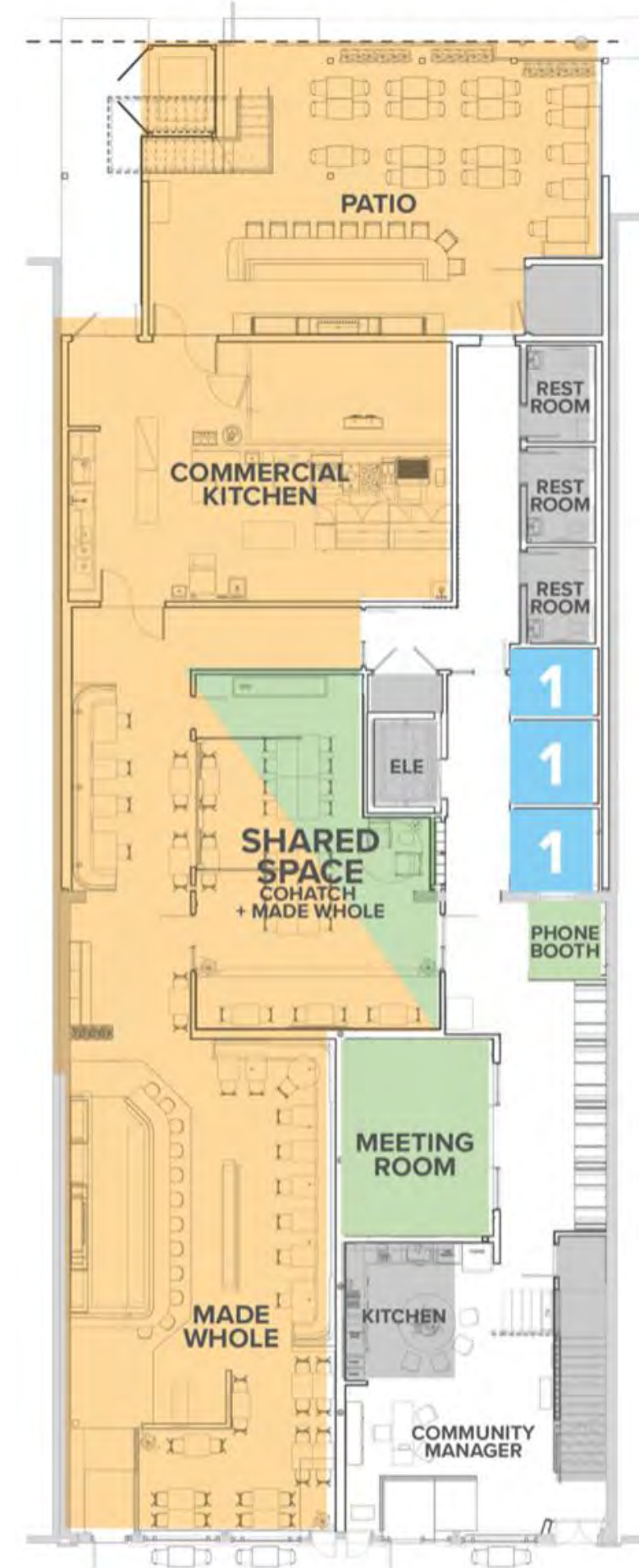
- Renovation to remaining facades
- New addition of a 2 story building at the rear of the existing building
- New outdoor bar and patio space at the rear of the new building addition



GROUND FLOOR

The ground floor will be transformed into two branded environments, both of which can be utilized by the community and COhatch members.

- Programming includes Made Whole cafe which includes a bar, commercial kitchen, dining area, and patio with its own bar
- COhatch welcomes all visitors with a friendly community manager at the entrance. The space offers shared amenities like a kitchen, co-working seating, phone booths, and meeting rooms.
- Meeting space and restrooms are positioned to be shared between COhatch members and cafe patrons.

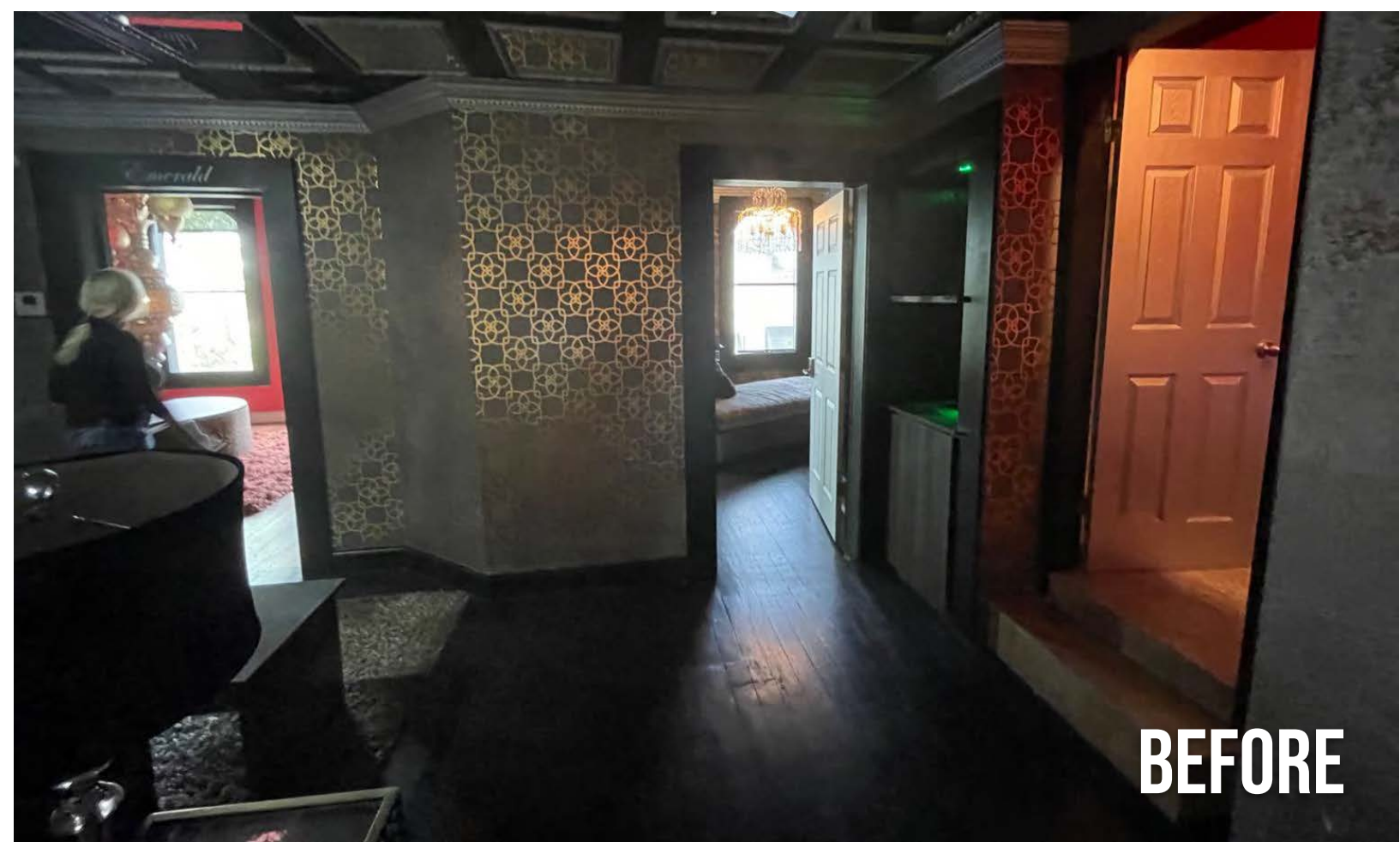


2ND FLOOR

The 2nd floor is primarily member-focused coworking and office space.

Shared amenities on this floor include multiple themed meeting spaces, a small kitchenette, and restrooms.





BEFORE



COHATCH EXTERIOR



COHATCH ENTRANCE



MEETING ROOM



2ND FLOOR COWORKING



2ND FLOOR COWORKING



SHARED EVENT SPACE



MADE WHOLE EXTERIOR



MADE WHOLE ENTRANCE

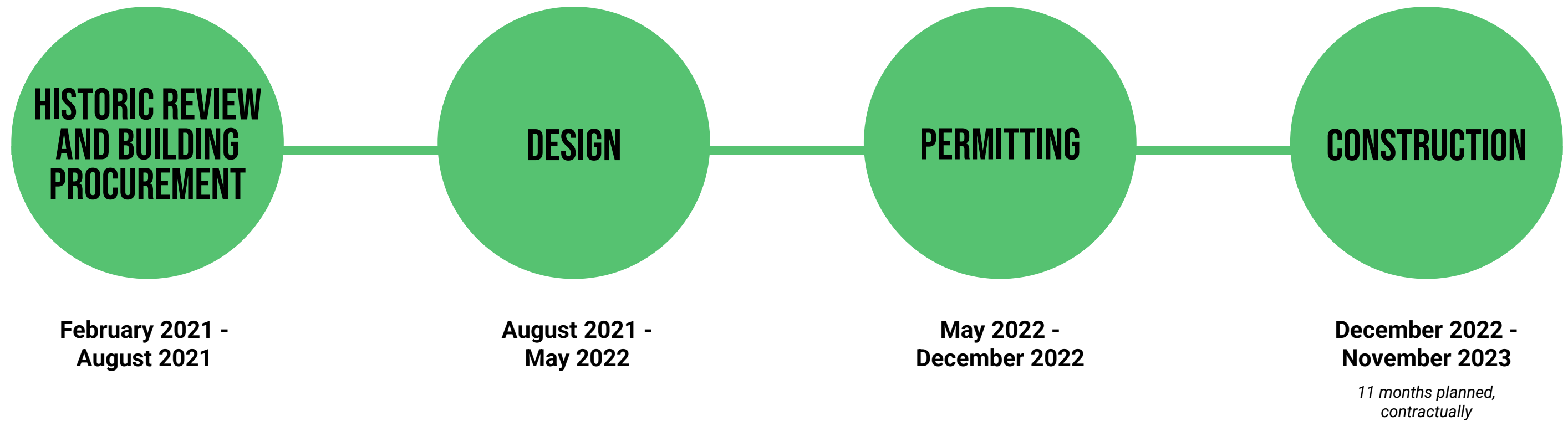


MADE WHOLE BAR



MADE WHOLE PATIO

PROJECT TIMELINE



SPECIAL CONDITIONS / ASSUMPTIONS

HISTORICAL PRESERVATION

Certificate of Approval awarded on January 04, 2022 by the Heritage Preservation Board. This includes exterior design and signage intent.

PLANNING & LAYOUT

Plans and illustrations are included for design intent, and are subject to further review to meet all current code and accessibility requirements.

TARGET AUDIENCE & MARKETING

Our target consumers are start ups, small businesses, freelancers, and hybrid workers. They are Tarpon Springs residents, Tampa Bay residents, and out of state visitors.

FOOD & BEVERAGE

Has been verified with Public Works that this property will continue to cost share and utilize the shared dumpster at the Orange Street parking lot. That dumpster is also being upgraded and with a compactor added so Public Works anticipates sufficient capacity.

CONSTRUCTION & PEDESTRIAN SAFETY

Safety is always our top priority. Our team will ensure pedestrian and worker safety throughout the project. A combination of fencing, barricades, and visitor safety protocols will be put in place for each property.

COhatch Redevelopment of 121 E. Tarpon Avenue

COhatch: Anchor tenant with a strong, experienced development team

- 20 economically viable sites currently operational and 14 in development
- No delinquencies in its obligations

Coworking, meeting and event space with a Food & Beverage component

- In accordance with Tarpon Avenue Mainstreet District Zoning - pedestrian-friendly services with office uses on second story
- Redevelopment in accordance with Tarpon Springs Heritage Preservation Board (HPB)

WORK. MEET. LIVE. TARPON SPRINGS, FL

THANK YOU

John Watkins
COhatch, Co-Principal
john.watkins@cohatch.com
213.422.4607



RESOLUTION NO. 2022-42

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-87 REQUESTING SITE PLAN APPROVAL FOR J.O. DELOTTO & SONS, INC., TO CONSTRUCT THE “COHATCH TARPON SPRINGS” RESTAURANT AND OFFICE SPACE IN 13,150 SQUARE FEET, MORE OR LESS, OF EXISTING AND NEW GROSS FLOOR AREA LOCATED AT 121 EAST TARPON AVENUE ON THE NORTH SIDE OF EAST TARPON AVENUE BETWEEN NORTH SAFFORD AVENUE AND HIBISCUS STREET IN THE T5B TARPON AVE MAIN STREET TRANSECT OF THE SPECIAL AREA PLAN; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for site plan approval to develop 13,150 square feet of restaurant and office uses, located on 0.17 acres at 121 East Tarpon Avenue in the T5b Tarpon Ave Main Street Transect of the Special Area Plan; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of October 17, 2022 and voted to recommend approval of the site plan with conditions; and,

WHEREAS, pursuant to Section 210.03(C)(4) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, approve with conditions, or, deny the application.

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

SECTION 1: FINDINGS

1. That the site plan, as conditioned, meets the applicable sections of the Comprehensive Zoning and Land Development Code.
2. That the site plan, as conditioned, is consistent with the Tarpon Springs Comprehensive Plan.
3. That the site plan, as conditioned, demonstrates that required facilities and services will be available at the prescribed level of service standards concurrent with the impact of the development and may, subject to Section 3 of this resolution, during the term of this site plan approval, receive a Certificate of Concurrency pursuant to Section 122.00 et seq.

SECTION 2: SITE PLAN APPROVAL

The site plan and architectural plan on a parcel located at 121 East Tarpon Avenue, on the north side of East Tarpon Avenue between North Safford Avenue and Hibiscus Street, described as,

“The East ½ of Lot 7 and the West ½ of Lot 8, Owners Division according to the Plat Thereof recorded in Plat Book 19 Page 77, of the public records of Pinellas County, Florida, And, The West 2.2 Feet of the East ½ of Lot 8, Owners Division according to the Plat Thereof recorded in Plat Book 19 Page 77, of the public records of Pinellas County, Florida,”

were prepared and sealed by Patrick M. Gessleman on October 6, 2022 and by Angela Hendershot on October 10, 2022, and are attached as Exhibit A, is hereby approved.

SECTION 3: CONDITIONS

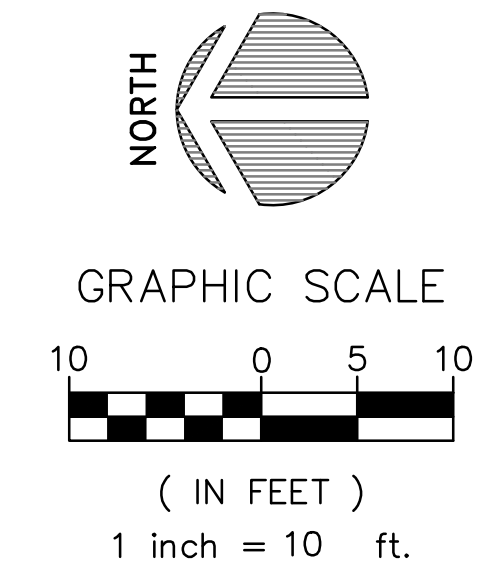
1. The architectural design submitted with the building permit shall be revised to place the trash enclosure behind the staircase supports and to conform to the sizing and architectural design approved by the Heritage Preservation Board pursuant to the Certificate of Approval for Application #21-139.
2. The stormwater management solution is approved. The building permit plan submittal shall include all additional plan detail specified by the City.
3. The developer is strongly encouraged to schedule their choice of artist and public art proposal for review by the City’s Public Art Committee as soon as possible in order to avoid delaying the issuance of a Certificate of Occupancy for the project.
4. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
5. Construction plans shall be consistent with the approved site plan. All requisite fees attendant

to the project shall be paid in accordance with the Land Development Code.
6. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

SECTION 4: EFFECTIVE DATE

This Resolution shall become effective upon adoption.

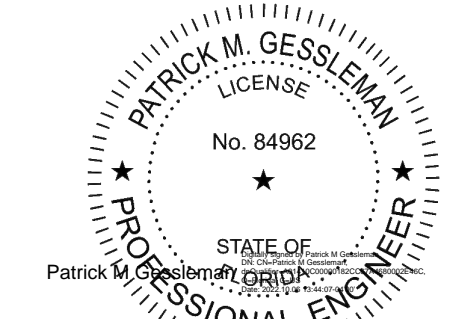
Resolution 2022-42, Exhibit A, 10 pages



Additional Note for Designer - The Location of the FDC shall be on the front (Tarpon Avenue) side of the structure. The exact location shall be determined with a discussions/meeting with the Contractor, Sprinkler Contractor, and the Fire Marshal. 10/7/2022rak

SITE DATA			
PARCEL ID	12-27-15-64998-000-0071		
PROPERTY AREA	0.171 ACRES (7,438.5 SF)		
SITE ADDRESS	121 E TARPON SPRINGS, TARPON SPRINGS, FL 34689		
CURRENT LAND USE DESIGNATION	OFFICE AND RESTAURANT		
FUTURE LAND USE DESIGNATION	OFFICE AND RESTAURANT		
ZONING DESIGNATION	TSB (TARPON AVENUE MAIN STREET TRANSECT)		
LOT WIDTH	52 FT		
MAXIMUM FLOOR AREA RATIO	ALLOWED 2.00	EXISTING 0.43	PROPOSED 1.74
BUILDING SETBACK	ALLOWED	EXISTING	PROPOSED
FRONT (SOUTH)	5 FT	0 FT	0 FT
SIDE (EAST)	0 FT	0 FT	0 FT
SIDE (WEST)	0 FT	0 FT	0 FT
REAR (NORTH)	12 FT	80 FT	12 FT
IMPERVIOUS AREA	ALLOWED	EXISTING	PROPOSED
IMPERVIOUS AREA	0.80	6,322 SF	6,276 SF
MAXIMUM IMPERVIOUS SURFACE (SURFACE AREA RATIO)		0.85	0.84 *(1,059 SF ARE PERMEABLE PAVERS)
EQUIVALENT STORMWATER UNIT		EXISTING 3.25	PROPOSED 3.77

LEGEND	
— OHT —	EXISTING OVERHEAD TELEPHONE LINE
— OHE —	EXISTING OVERHEAD ELECTRIC
— EX-PL —	EXISTING PROPERTY LINE
— X —	EXISTING FENCE
W	EXISTING WATER VALVE
○	EXISTING TREE
TC	EXISTING TELECOMMUNICATIONS MANHOLE
W	EXISTING WATER METER
P/WP	EXISTING POWERPOLE
C/O	EXISTING CLEAN OUT
☀	EXISTING LIGHT POLE
♿	EXISTING HANDICAP SIGN
— ST —	EXISTING STORM LINE
— WM —	EXISTING WATER LINE
— EX-PL —	EXISTING PROPERTY LINE
— X —	EXISTING FENCE
— — —	EXISTING CURB AND GUTTER
■	PROPOSED GRASS
■	PROPOSED PAVERS
— WM —	PROPOSED UTILITY
— X —	PROPOSED FENCE
■	PROPOSED CONCRETE



Patrick M. Gessleman
84962

This item has been electronically signed and sealed by Patrick M. Gessleman, P.E. LEED AP ND on 10/06/2022 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Project Information
Tarpon Springs Tenant Fitout

COHatch Tarpon Springs

121 E Tarpon Ave
Tarpon Springs, FL 34689

Project Number J20211175.000

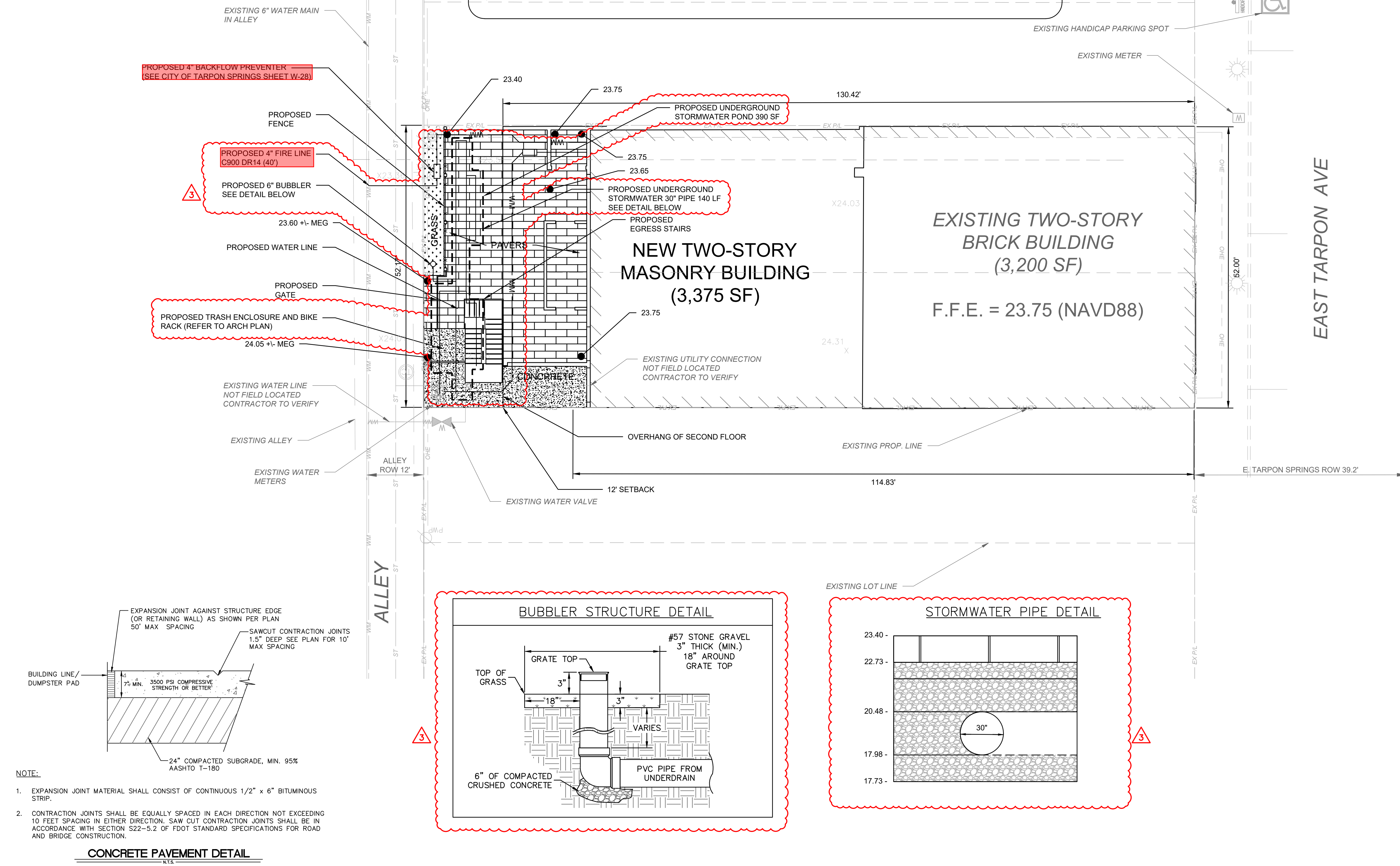
No.	Description	Date
01	Design Development	02.25.22
02	Permit Coordination	04.25.22
03	FINAL PERMIT	05.09.22

No.	Description	Date
01	Addendum 3	07.11.22
02	Addendum 4	08.18.22
03	Addendum 5	10.03.22

Sheet Information

SITE PLAN

C300



GRADING NOTE:
CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING INTO THE ALLEY. CONTRACTOR TO ENSURE ADA COMPLIANCE THROUGH OUT.

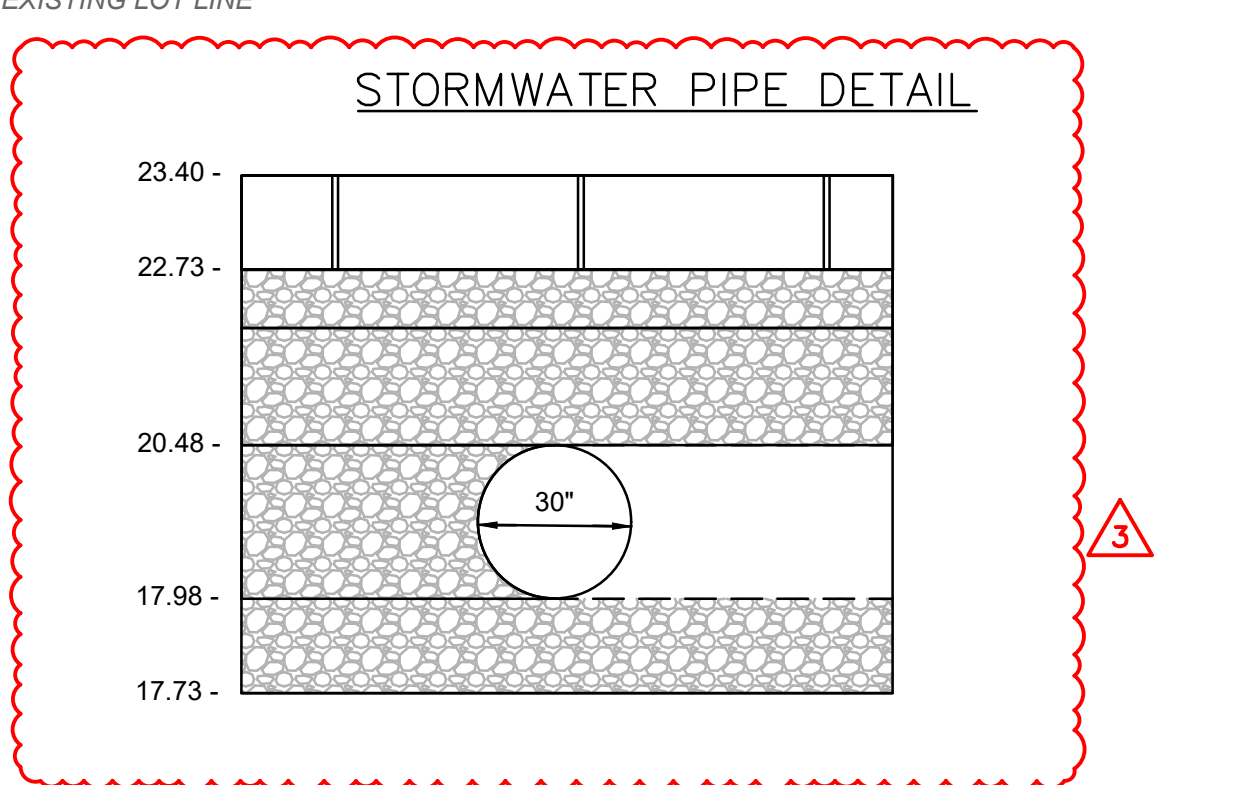
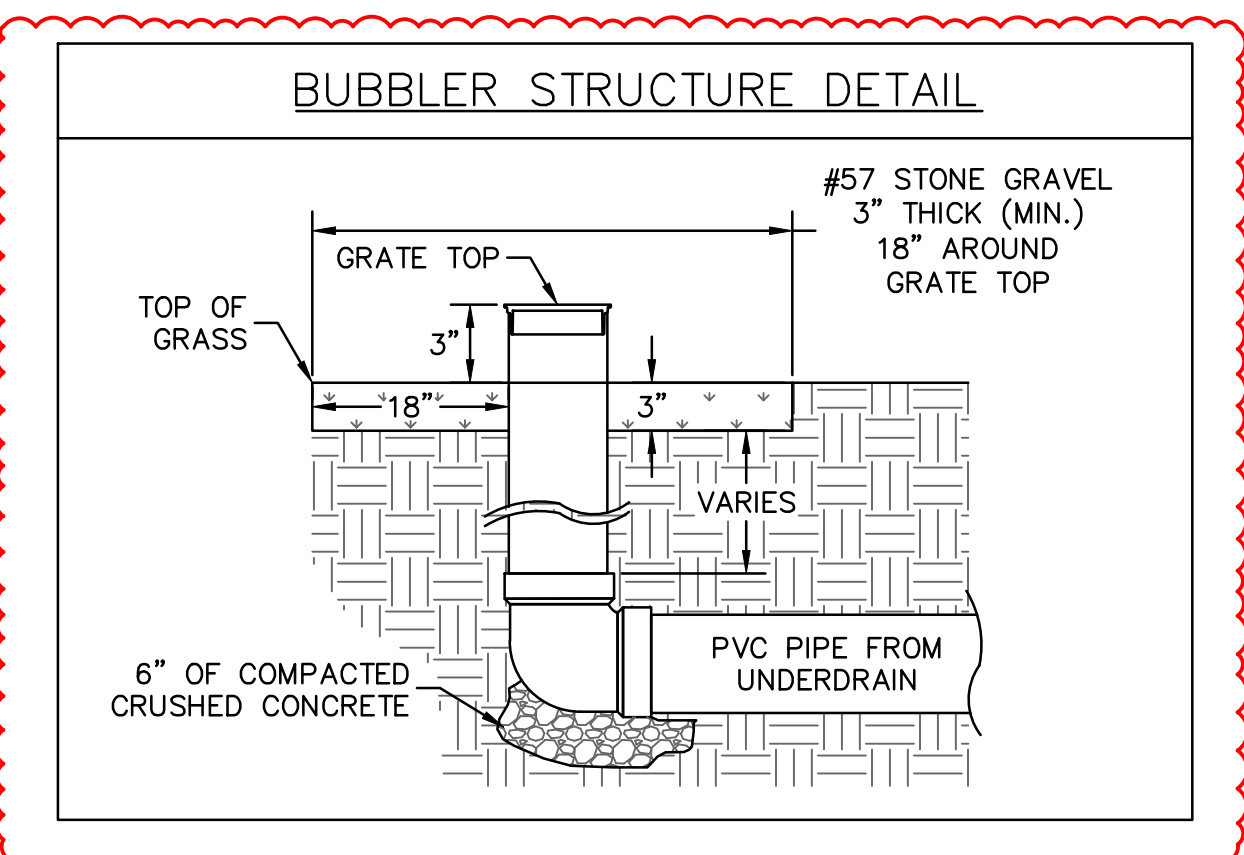
UTILITY NOTE:
CONTRACTOR TO TIE IN EXISTING WATER LINES TO WATER METER 123 INTO WATER METER 121. WATER METER 123 TO BE ABANDONED.

SEWER NOTE:
CONTRACTOR TO FIELD LOCATE AND CONFIRM EXISTING SANITARY CONNECTION.

NOTE:

- EXPANSION JOINT MATERIAL SHALL CONSIST OF CONTINUOUS 1/2" x 6" BITUMINOUS STRIP.
- CONTRACTION JOINTS SHALL BE EQUALLY SPACED IN EACH DIRECTION NOT EXCEEDING 10 FEET SPACING IN EITHER DIRECTION. SAW CUT CONTRACTION JOINTS SHALL BE IN ACCORDANCE WITH SECTION S22-5.2 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

CONCRETE PAVEMENT DETAIL



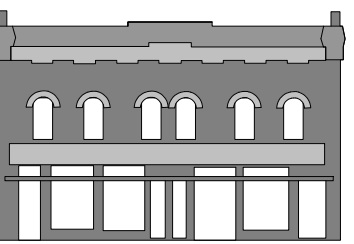


ROWE ARCHITECTS
 1 0 0 0 P 0 0 0 0
 100 Madison Street, Suite 200
 Tampa, Florida 33602.4704
 www.RoweArchitects.com
 Phone 813.221.8771
 AR0013510



Angela Hendershot
 AR94066 2022.08.17

To the best of my ability these drawings and the project manual are complete and comply with the Florida Building Code.



Project Information

CRDV Tarpon Springs

COhatch
 Tarpon Springs

121 East Tarpon Avenue
 Tarpon Springs, Florida
 34689

Project Number 2110.00

Distribution

No.	Description	Date
01	DD SET	2022-01-21
02	PERMIT SET	2022-03-14
03	PERMIT COORDINATION	2022-04-25
04	FINAL PERMIT	2022-05-09

Revisions

No.	Description	Date
1	ADD.03	07/11/2022
2	ADD.04	07/29/2022

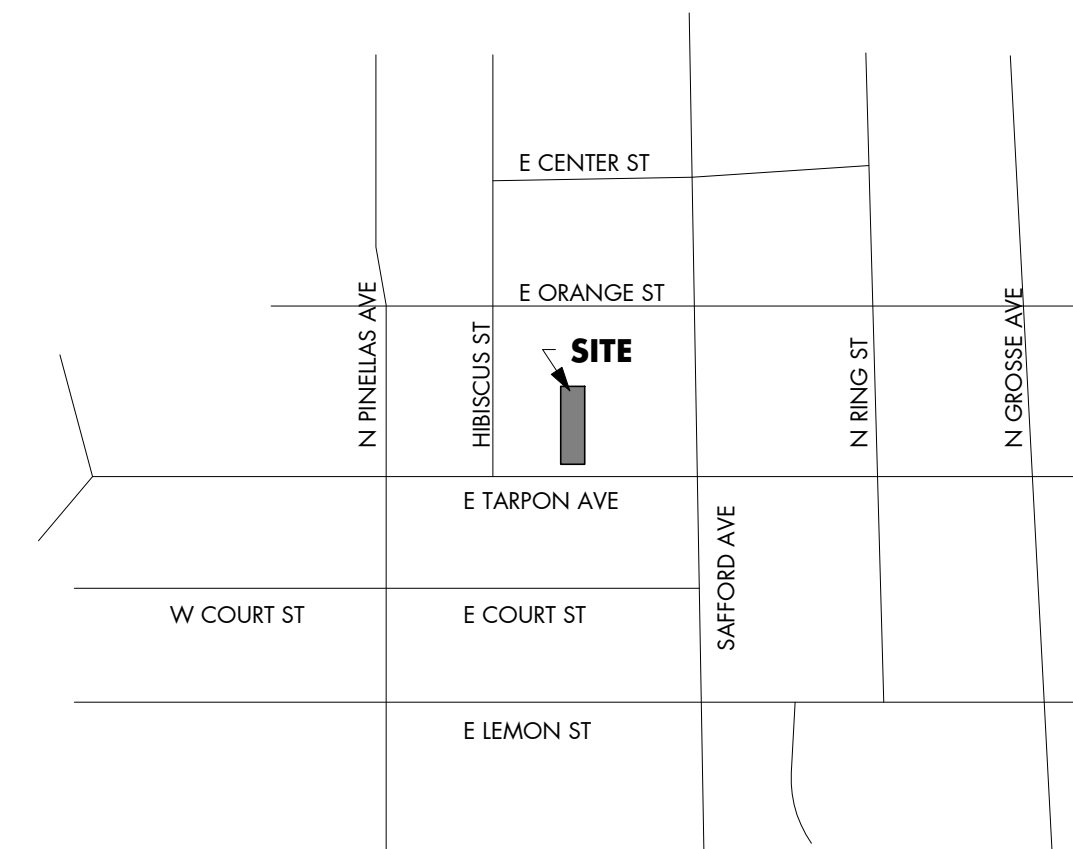
Sheet Information

COVER

G000

SHEET INDEX

6	Unnamed			A701	MILLWORK		
				A702	MILLWORK	1	06/22/2022
				A703	MILLWORK		
GENERAL	G000	COVER	2	07/29/2022	FIRE PROTECTION		
	G001	PROJECT INFORMATION	1	07/11/2022	F001	FIRE PROTECTION GENERAL NOTES	
					F111	FIRE PROTECTION FLOOR PLANS	
					F500	FIRE PROTECTION DETAILS	
LIFE SAFETY	LS100	LIFE SAFETY INFORMATION			PLUMBING		
	LS101	LIFE SAFETY PLAN			P001	PLUMBING SYMBOL LEGEND AND NOTES	
					P002	SHEET SPECIFICATIONS	
CIVIL	C3.00	SITE PLAN	1	07/11/2022	P100	UNDERGROUND PLUMBING PLAN	
	C200	DEMOLITION PLAN			P111	FIRST FLOOR SANITARY AND VENT PLAN	
					P121	SECOND FLOOR SANITARY AND VENT PLAN	
					P130	ROOF SANITARY AND VENT	
					P201	FIRST FLOOR DOMESTIC WATER PLAN	
					P221	SECOND FLOOR DOMESTIC WATER PLAN	
					P501	PLUMBING DETAILS	
					P701	PLUMBING SCHEDULES	
					P901	PLUMBING ISOMETRICS	
					P902	PLUMBING ISOMETRICS	
					P903	PLUMBING ISOMETRICS	
STRUCTURAL	S101	GENERAL STRUCTURAL NOTES			MECHANICAL		
	S102	WIND DESIGN DATA AND LOAD SCHEDULE			M001	MECHANICAL SYMBOL LEGEND AND NOTES	
	S201	FOUNDATION PLAN			M100D	HVAC DEMOLITION PLAN	
	S202	SLAB ON GRADE PLAN			M110	FIRST FLOOR MECHANICAL PLAN	1
	S203	2ND FLOOR FRAMING PLAN			M120	SECOND FLOOR MECHANICAL PLAN	1
	S204	ROOF FRAMING PLAN			M130	ROOF MECHANICAL PLAN	
	S301	TYPICAL DETAILS			M501	MECHANICAL DETAILS	
	S302	TYPICAL DETAILS			M502	MECHANICAL DETAILS	
	S303	TYPICAL DETAILS			M503	MECHANICAL DETAILS	
	S401	SECTIONS AND DETAILS			M601	MECHANICAL CONTROLS	
	S501	ELEVATIONS			M701	MECHANICAL SCHEDULES	1
	S601	COLUMN SCHEDULE			M702	MECHANICAL SCHEDULES	
ARCHITECTURAL	A100	SITE PLAN DEMOLITION			ELECTRICAL		
	A101	SITE PLAN	1	08/17/2022	E001	ELECTRICAL SYMBOL LEGEND AND NOTES	2
	A110	FIRST FLOOR DEMOLITION PLAN/RCP	1	06/01/2022	E111	FIRST FLOOR POWER/LIGHTING/FA PLANS	3
	A111	FIRST FLOOR PLANS	1	06/01/2022	E121	SECOND FLOOR POWER/LIGHTING/FA PLANS	3
	A112	FIRST FLOOR FINISH PLAN/FURNITURE	1	08/17/2022	E130	ROOF POWER PLAN	
	A113	FIRST FLOOR REFLECTED CEILING PLAN	2	07/29/2022	E300	FIRE ALARM SYSTEM RISER AND NOTES	
	A120	SECOND FLOOR DEMOLITION PLAN			E402	ENLARGED POWER PLANS	1
	A121	SECOND FLOOR PLANS	1	06/01/2022	E501	TYPICAL LIGHTING CONTROL DETAILS	
	A122	SECOND FLOOR FINISH PLAN/FURNITURE	1	06/01/2022	E511	POWER DETAILS AND DIAGRAMS	
	A123	SECOND FLOOR REFLECTED CEILING PLAN	3	07/29/2022	E601	ELECTRICAL ONE LINE DIAGRAM	
	A130	ROOF PLAN	1	06/22/2022	E701	LUMINAIRE SCHEDULE	3
	A200	EXTERIOR ELEVATIONS DEMO			E711	ELECTRICAL PANEL SCHEDULES	2
	A201	EXTERIOR ELEVATIONS	1	08/17/2022	E712	ELECTRICAL PANEL SCHEDULES	
	A202	EXTERIOR ELEVATIONS			E721	ELECTRICAL EQUIPMENT CONNECTION SCHEDULES	2
	A203	EXTERIOR ELEVATIONS	1	07/11/2022	ED110	FIRST FLOOR DEMOLITION PLAN/RCP	
	A301	BUILDING SECTIONS			ED120	SECOND FLOOR DEMOLITION PLAN/RCP	
	A302	BUILDING SECTIONS			ED200	SITE ELECTRICAL DEMOLITION PLAN	
	A303	BUILDING SECTIONS			LIGHTING		
	A310	WALL SECTIONS	1	06/01/2022	LT-1	LIGHTING PLANS	1
	A311	WALL SECTION DETAILS	2	07/11/2022	LT-2	LIGHTING SCHEDULE	1
	A400	ENLARGED ENTRY PLAN AND ELEVATIONS	3	07/11/2022	FOOD SERVICE		
	A401	ENLARGED PLANS / INTERIOR ELEVATIONS	1	06/22/2022	FSE-1	EQUIPMENT SCHEDULE	
	A402	ENLARGED LAUNCH PAD PLAN/RCP			FSE-2	SCHEDULE	
	A403	ENLARGED PLANS / INTERIOR ELEVATIONS	1	06/22/2022	FSE-3	PLUMBING	
	A404	F&B INTERIOR ELEVATIONS	1	06/22/2022	FSE-3.1	SLAB PLAN	
	A405	ENLARGED KITCHEN PLAN / INTERIOR ELEVATIONS			FSE-4	ELECTRICAL	
	A406	ENLARGED PATIO PLAN / ELEVATIONS			FSE-5	BLOCKING	
	A407	ENLARGED PLANS / INTERIOR ELEVATIONS	3	07/29/2022	FSE-6	DETAILS	
	A408	ENLARGED PLANS / INTERIOR ELEVATIONS			FSE-7	HOOD 1	
	A409	INTERIOR ELEVATIONS	3	07/11/2022	FSE-7.1	HOOD 2	
	A410	SECOND FLOOR RESTROOM PLANS/ELEVATIONS	2	07/11/2022	FSE-7.2	HOOD 3	
	A501	DETAILS			FSE-7.3	HOOD 4	
	A502	STAIR DETAILS			FSE-7.4	HOOD 5	
	A503	STAIR DETAILS			FSE-7.5	HOOD 6	
	A506	RAMP					
	A509	DETAILS					
	A600	DOOR SCHEDULE	1	06/01/2022			
	A601	ALUMINUM FRAME ELEVATIONS					
	A602	STOREFRONT ELEVATIONS					
	A603	FINISH SCHEDULE					
	A604	FINISH SCHEDULE					
	A605	FINISH SCHEDULE					
	A606	FINISH SCHEDULE					
	A607	FINISH SCHEDULE					
	A608	FURNITURE SCHEDULE					
	A609	FURNITURE SCHEDULE					
	A610	FURNITURE SCHEDULE					
	A611	FURNITURE SCHEDULE					
	A612	FURNITURE SCHEDULE					
	A613	FURNITURE SCHEDULE					
	A614	FURNITURE SCHEDULE					



PREPARED FOR **CRDV**
TARPON SPRINGS BY:

ROWE ARCHITECTS
 100 MADISON STREET, SUITE 200
 TAMPA, FLORIDA 33602

MASTER CONSULTING ENGINEERS
 5523 WEST CYPRESS STREET, SUITE 200
 TAMPA, FLORIDA 33607

OSBORN ENGINEERING
 400 NORTH TAMPA STREET - SUITE 2230
 TAMPA, FLORIDA 33602

PROPOSED FIRST FLOOR: (FITS WITHIN 80% MAXIMUM LOT COVERAGE)

FOOD AND BEVERAGE - **2500 SF**
 RECEPTION/OFFICES/MEETING ROOMS - **3290 SF**
 TOTAL FIRST FLOOR SF - **5790 SF**

PROPOSED SECOND FLOOR:
 OFFICES/CO-WORKING/MEETING ROOMS - **6650 SF**

TOTAL PROJECT: 12440 SF

ZONING INFORMATION : T5b

LOT COVERAGE - 80% MAX
 FRONT SETBACK - 0'
 REAR SETBACK - 12' MIN
 HEIGHT - 2-3 STORIES MAX
 SHOPFRONT/AWNING - MANDATORY
 OFFICE/RETAIL - OPEN USE

FLOOD ZONE : X

FLOOD INSURANCE RATE MAP, COMMUNITY PANEL
 NO. 12103C0019G

COHATCH TARPON SPRINGS

121 East Tarpon Avenue, Tarpon Springs, Florida 34689

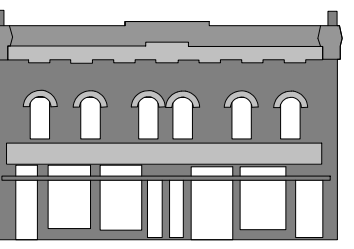
ADDENDA #04





ROWE ARCHITECTS
 INCORPORATED
 100 Madison Street, Suite 200
 Tampa, Florida 33602-4704
 www.RoweArchitects.com
 Phone 813.221.8771
 AR0013510

Angela Hendershot
 AR94066 2022.08.17



Project Information
 CRDV Tarpon Springs
 COhatch
 Tarpon Springs

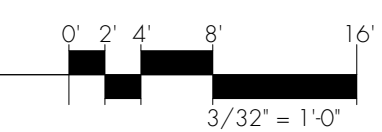
121 East Tarpon Avenue
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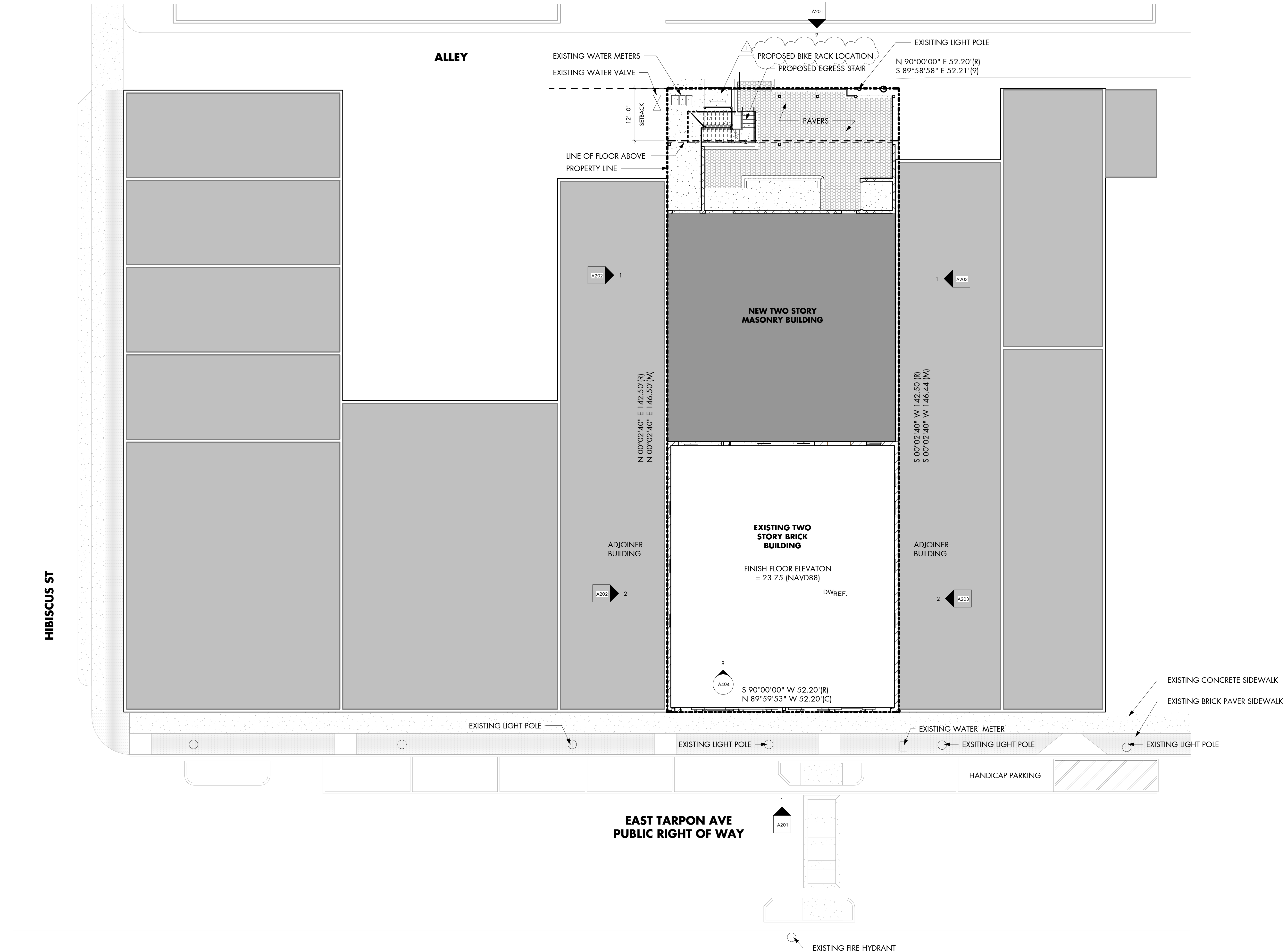
Distribution		
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01	DD SET	2022-01-21
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04	FINAL PERMIT	2022-05-09

Revisions		
No.	Description	Date
1	TRC COMMENTS	08/17/2022

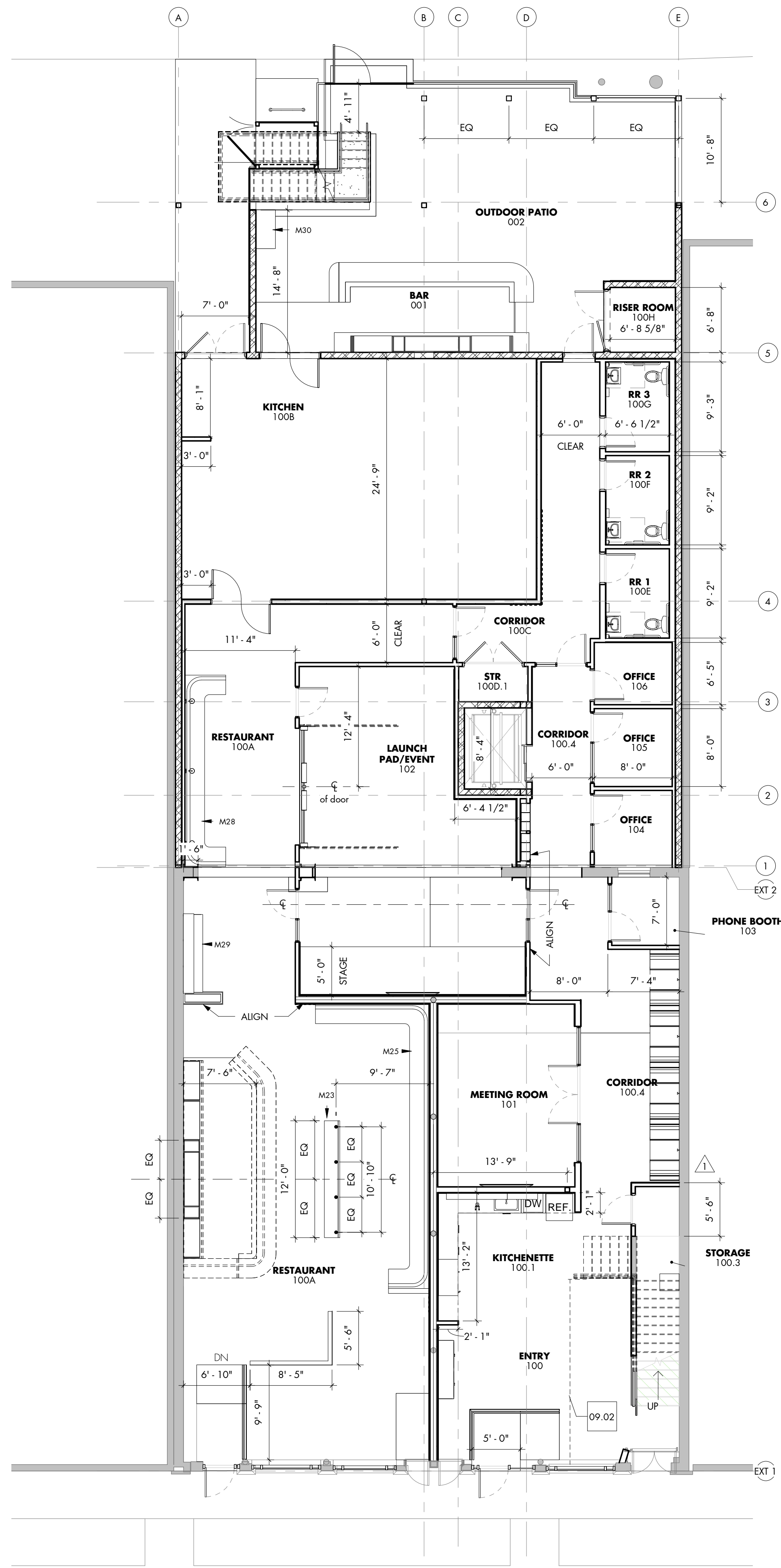
Sheet Information
 SITE PLAN



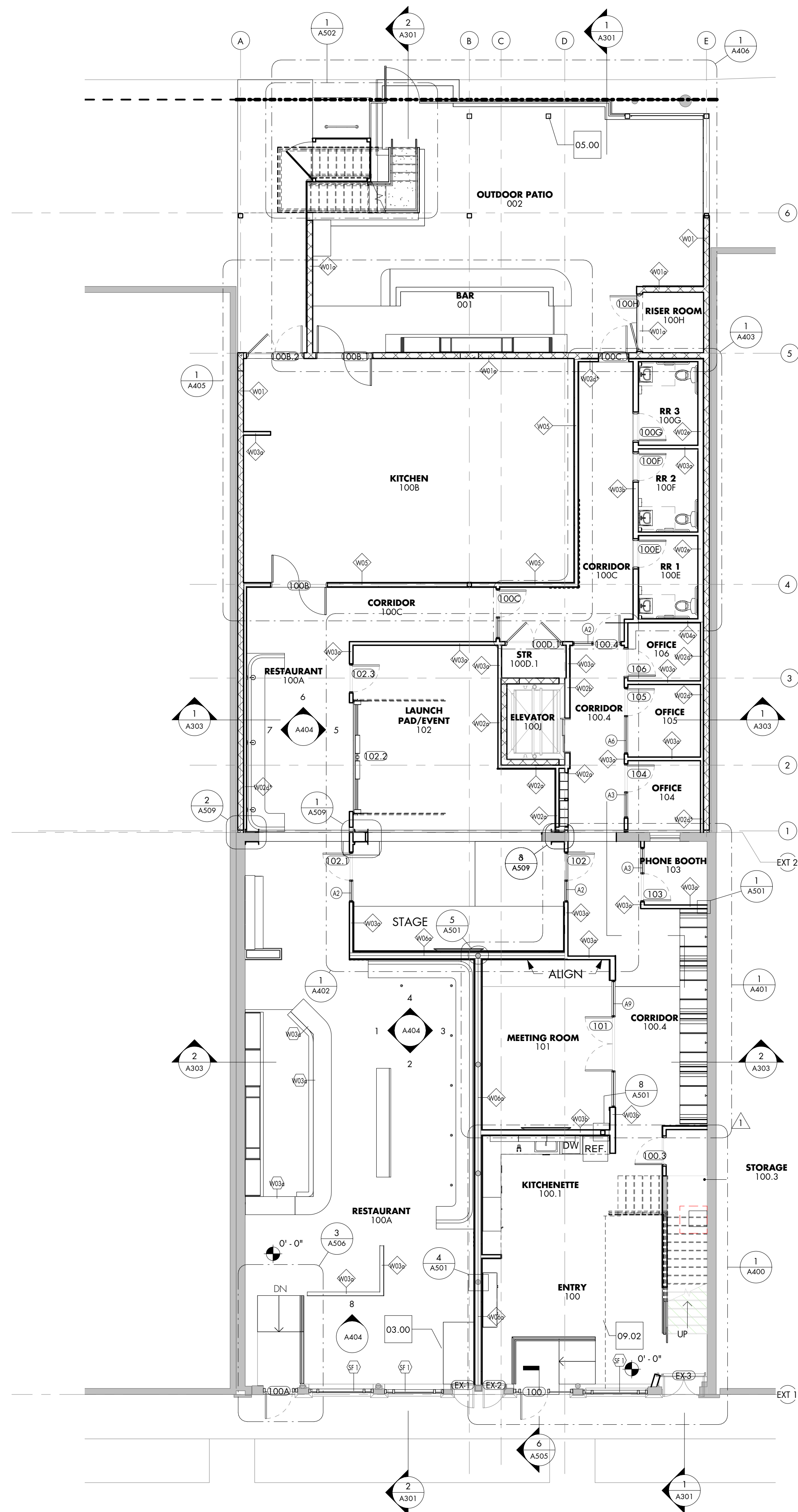
A101



1 SITE PLAN
 scale : 3/32" = 1'-0"



2 LEVEL 1.0 - DIMENSION PLAN
scale : 1/8" = 1'-0"



1 LEVEL 1.0 - FLOOR PLAN
scale : 1/8" = 1'-0"

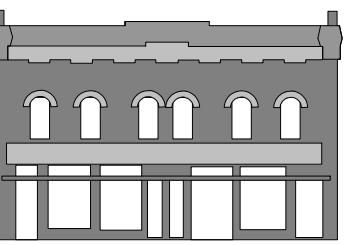
KEYNOTES

- 03.00 EDGE OF EXISTING CONCRETE SLAB
- 05.00 SHADE STRUCTURE, SHADEFX RETRACTABLE CANOPY
- 09.02 LINE OF WALL ABOVE



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1 1 5 0 3 1 0 0 P A C A I E
100 Madison Street, Suite 200
Tampa, Florida 33602 4704
www.RoweArchitects.com
Phone 813.221.8771
AR0013510

Angela Hendershot
AR94666 2022.08.17



Project Information
CRDV Tarpon Springs

COhatch
Tarpon Springs

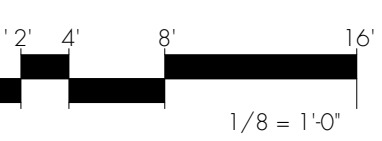
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Tarpon Springs, Florida
34689

Project Number 2110.00

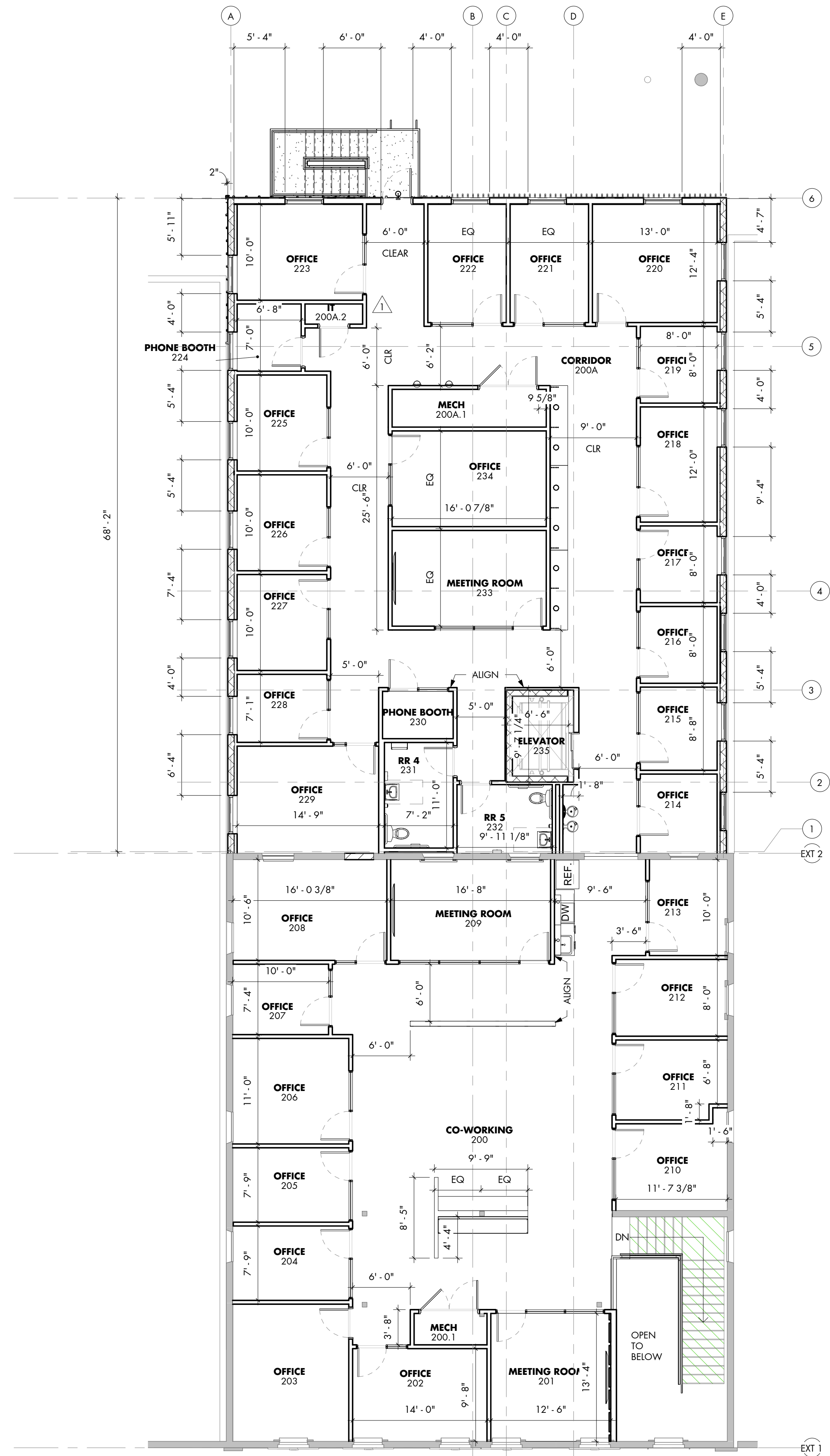
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No.	Description	Date
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02	PERMIT SET	2022-03-14
03	PERMIT COORDINATION	2022-04-25
04	FINAL PERMIT	2022-05-09

Revisions		
No.	Description	Date
1	ADD.01	06/01/2022

Sheet Information
FIRST FLOOR PLANS



A111



2 LEVEL 2.0 - DIMENSION PLAN
scale: 1/8" = 1'-0"

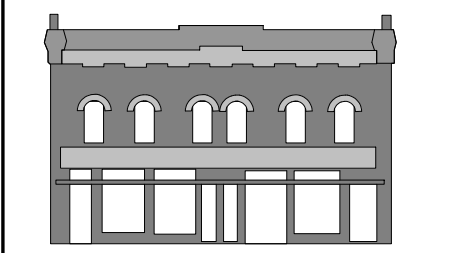


1 LEVEL 2.0 - FLOOR PLAN
scale: 1/8" = 1'-0"

- KEYNOTES**
- 02.20 EXISTING COLUMN, TYPICAL
 - 05.00 SHADE STRUCTURE, SHADEFX RETRACTABLE CANOPY
 - 05.01 GUARDRAIL, SEE DETAIL
 - 06.00 ROPE TABLE TOP

100 Madison Street, Suite 200
Tampa, Florida 33602.4704
www.RoweArchitects.com
Phone 813.221.8771
AR0013510

Angela Hendershot
AR94666 2022.08.17



Project Information
CRDV Tarpon Springs
COhatch
Tarpon Springs

121 East Tarpon Avenue
Tarpon Springs, Florida
34689

Project Number 2110.00

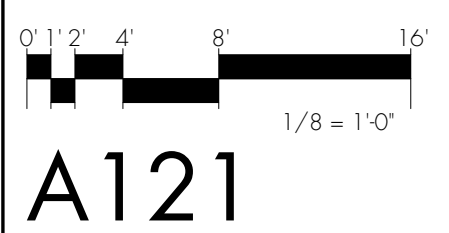
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02	PERMIT SET	2022-03-14
03	PERMIT COORDINATION	2022-04-25
04	FINAL PERMIT	2022-05-09

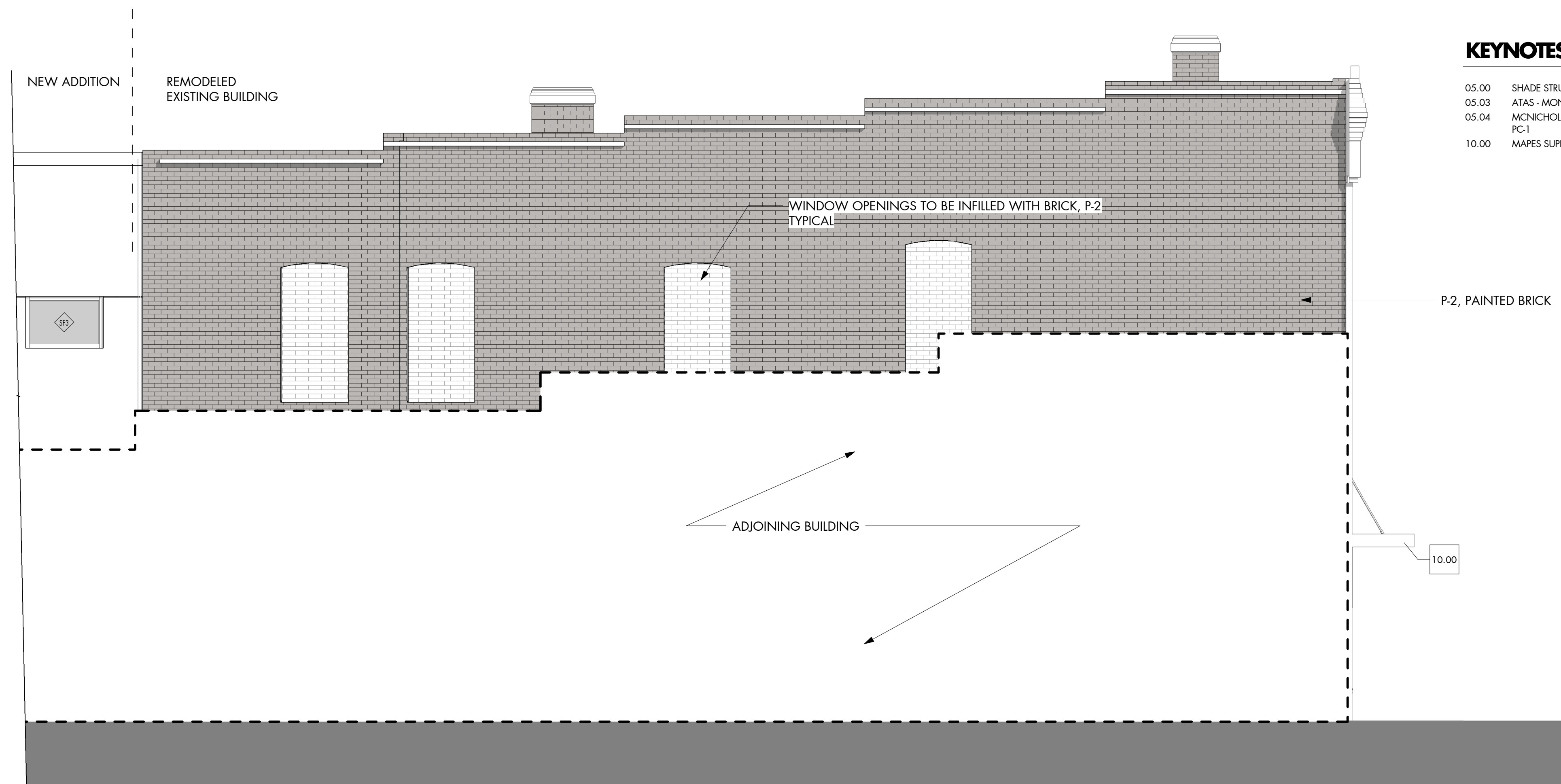
Revisions

No.	Description	Date
1	ADD.01	06/01/2022

Sheet Information
SECOND FLOOR PLANS



A121



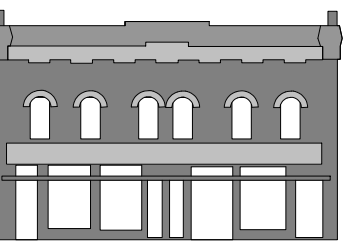
KEYNOTES

- 05.00 SHADE STRUCTURE, SHADEFX RETRACTABLE CANOPY
- 05.03 ATAS - MONARCH PANEL, COLOR TO MATCH P-17
- 05.04 MCNICHOLS WIRE MESH - 4"x4" WOVEN CARBON STEEL, PC-1
- 10.00 MAPES SUPERSHADE ALUMINUM CANOPY

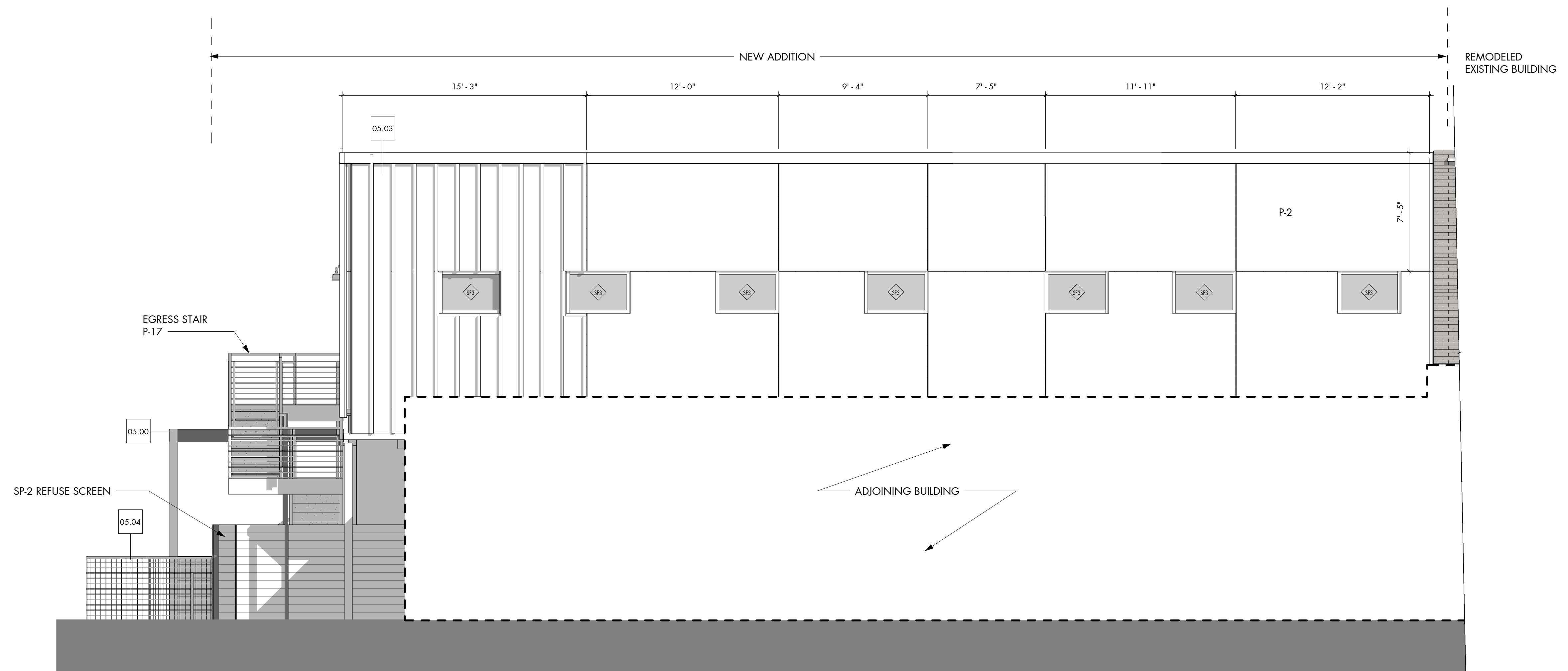


ROWE ARCHITECTS
 INCORPORATED
 100 Madison Street, Suite 200
 Tampa, Florida 33602-4704
 www.RoweArchitects.com
 Phone 813.221.8771
 AR0013510

Angela Hendershot
 AR94066 2022.08.17



② WEST ELEVATION - EXISTING BUILDING
 scale : 1/4" = 1'-0"



① WEST ELEVATION - ADDITION
 scale : 1/4" = 1'-0"

Project Information

CRDV Tarpon Springs

COhatch
 Tarpon Springs

121 East Tarpon Avenue
 Tarpon Springs, Florida
 34689

Project Number 2110.00

Distribution

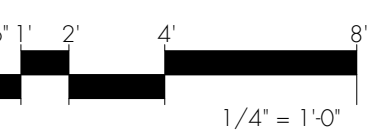
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04	FINAL PERMIT	2022-05-09

Revisions

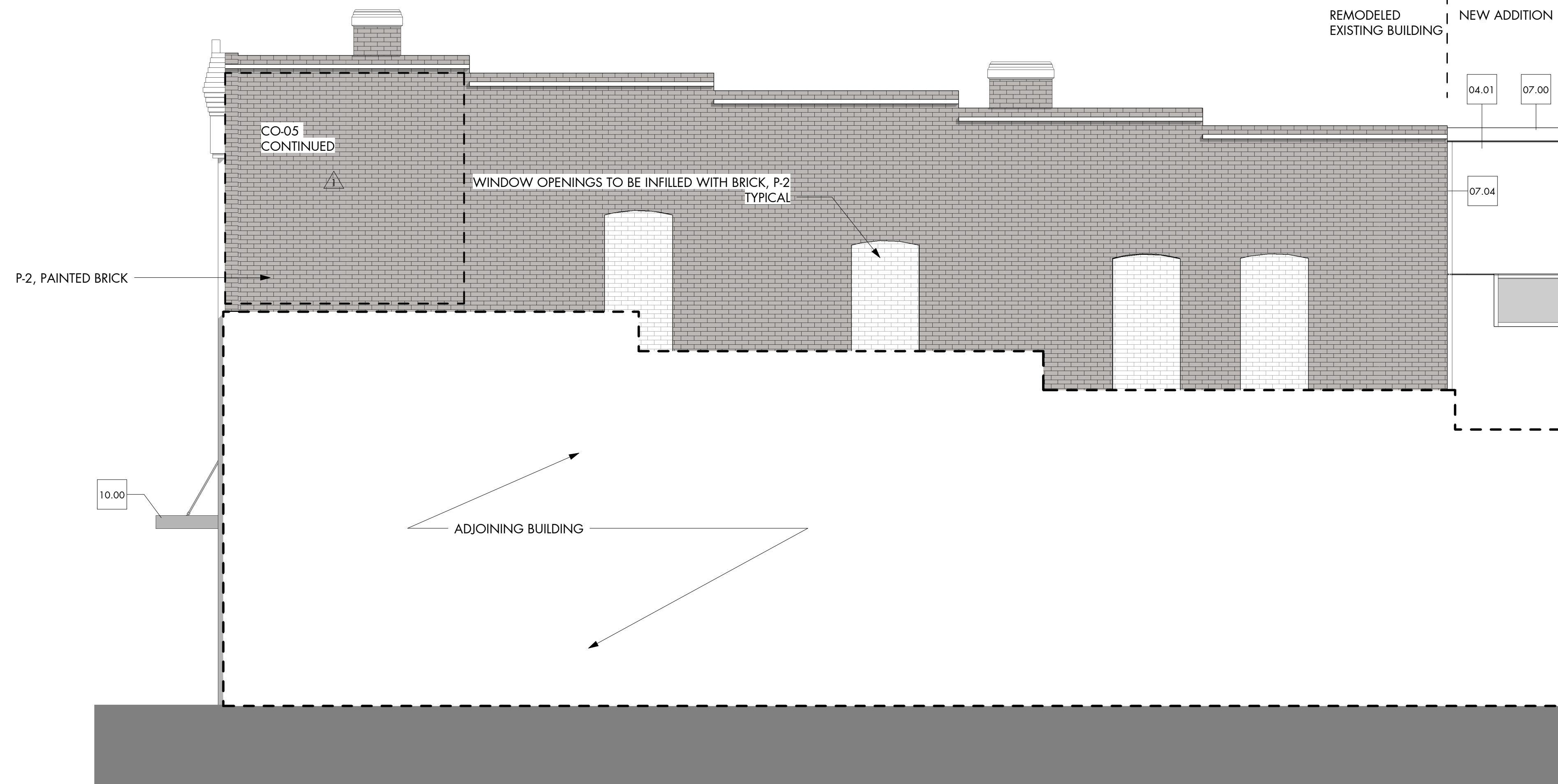
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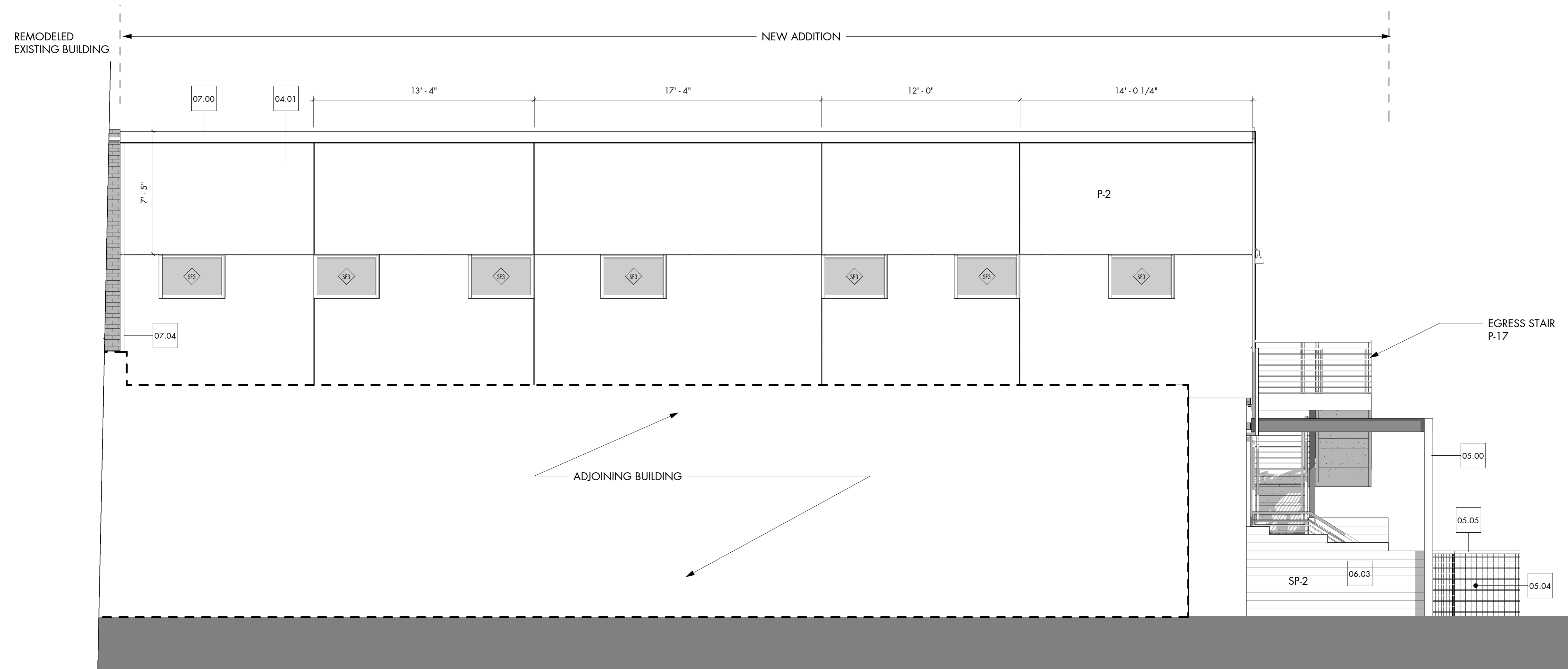
EXTERIOR ELEVATIONS



A202



2 EAST ELEVATION - EXISTING BUILDING
scale : 1/4" = 1'-0"



1 EAST ELEVATION - ADDITION
scale : 1/4" = 1'-0"

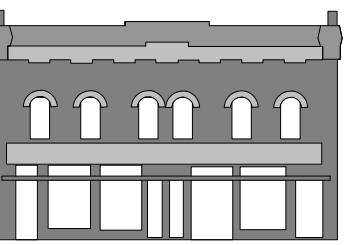
KEYNOTES

- 04.01 CONCRETE MASONRY UNIT
- 05.00 SHADE STRUCTURE, SHADEFX RETRACTABLE CANOPY
- 05.04 MCNICHOLS WIRE MESH - 4"x4" WOVEN CARBON STEEL, PC-1
- 05.05 MCNICHOLS U-EDGING - 14 GAUGE TYPE 450 U EDGING, PC-1
- 06.03 GECIAM - SOLEO 6030
- 07.00 METAL COPING
- 07.04 EXPANSION JOINT COVER
- 10.00 MAPES SUPERSHADE ALUMINUM CANOPY



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INCORPORATED
100 Madison Street, Suite 200
Tampa, Florida 33602.4704
www.RoweArchitects.com
Phone 813.221.8771
AR0013510

Angela Hendershot
AR94066 2022.08.17



Project Information

CRDV Tarpon Springs

COhatch
Tarpon Springs

121 East Tarpon Avenue
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34689

Project Number 2110.00

Distribution

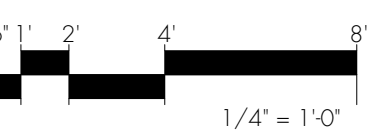
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03	PERMIT COORDINATION	2022-04-25
04	FINAL PERMIT	2022-05-09

Revisions

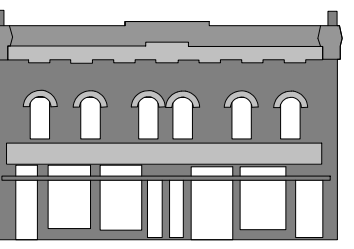
No.	Description	Date
1	ADD.03	07/11/2022

Sheet Information

EXTERIOR ELEVATIONS



A203



Project Information

CRDV Tarpon Springs

COhatch
 Tarpon Springs

121 East Tarpon Avenue
 Tarpon Springs, Florida
 34689

Project Number 2110.00

Distribution

No.	Description	Date
01	DD SET	2022-01-21
02	PERMIT SET	2022-03-14
03	PERMIT COORDINATION	2022-04-25
04	FINAL PERMIT	2022-05-09

Revisions

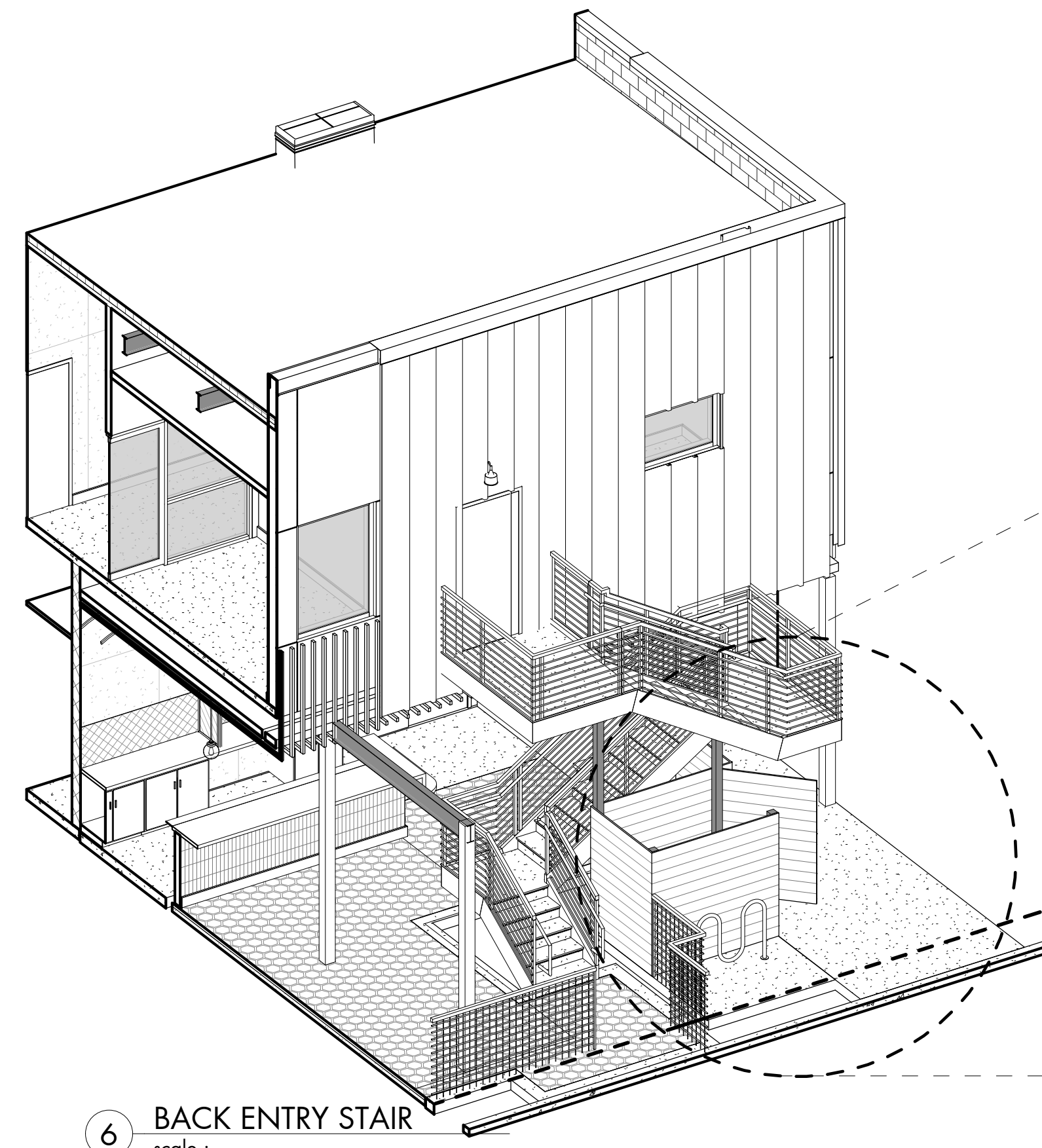
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Sheet Information

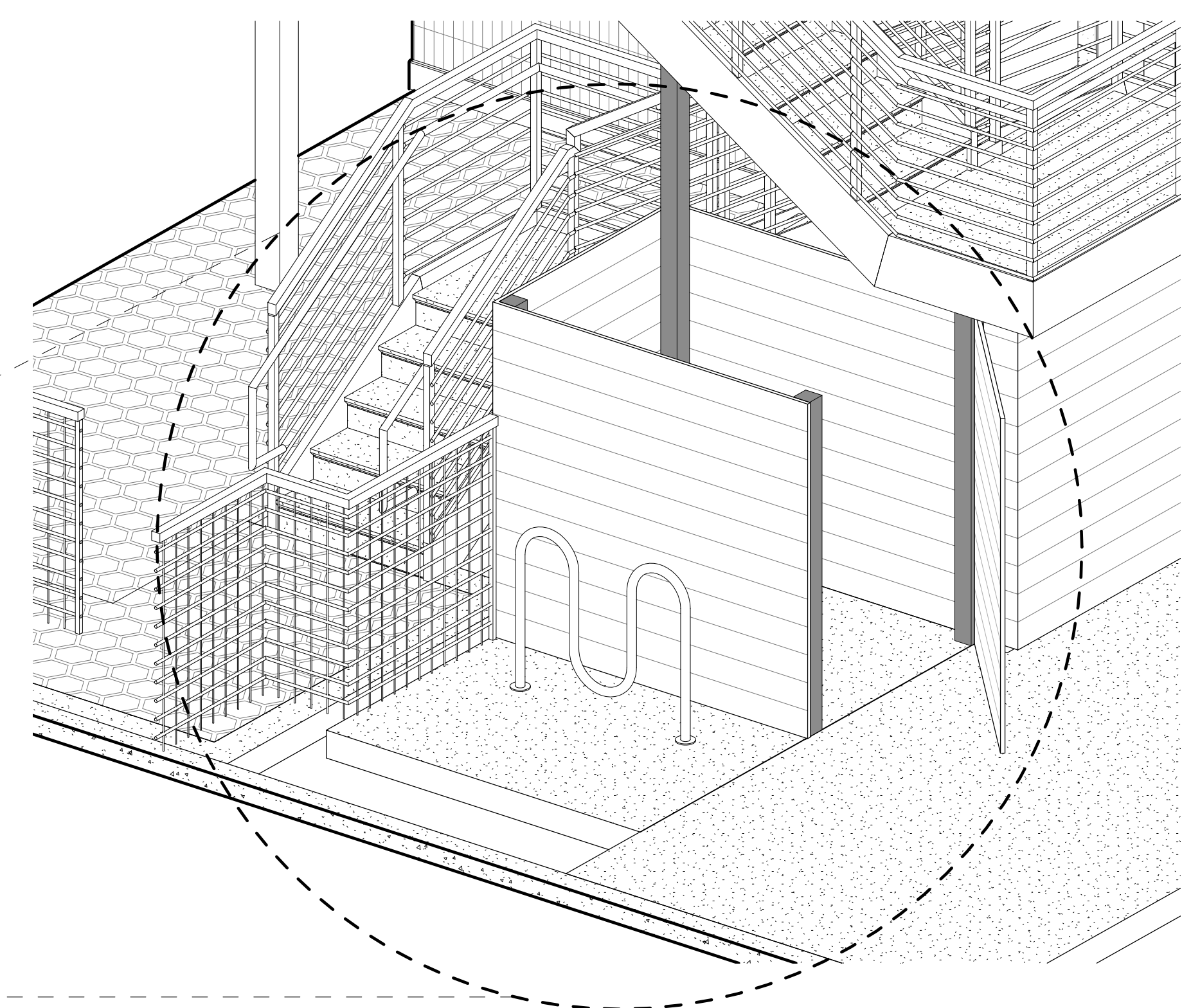
STAIR DETAILS

Scale as Noted

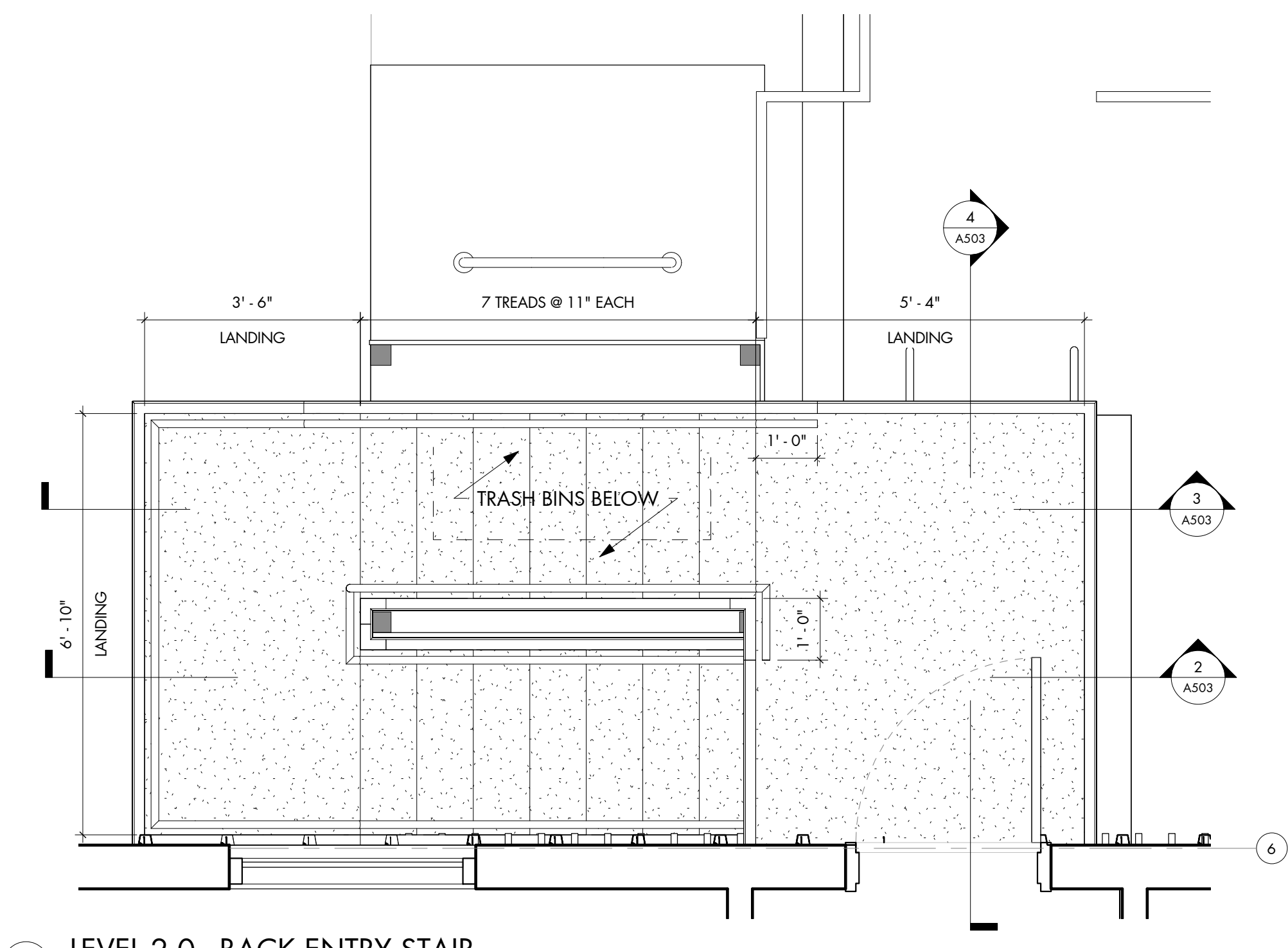
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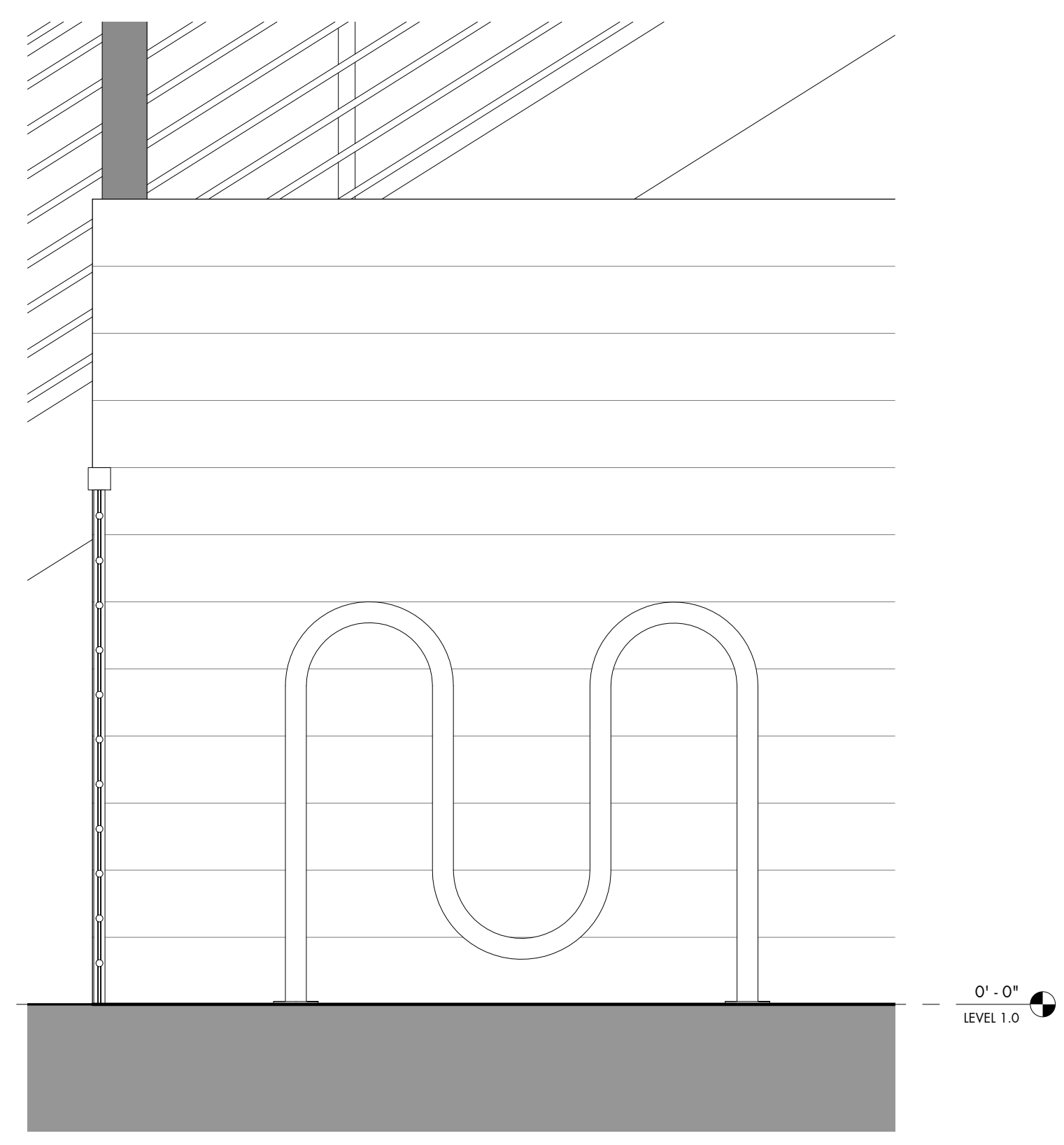
6 BACK ENTRY STAIR
 scale :



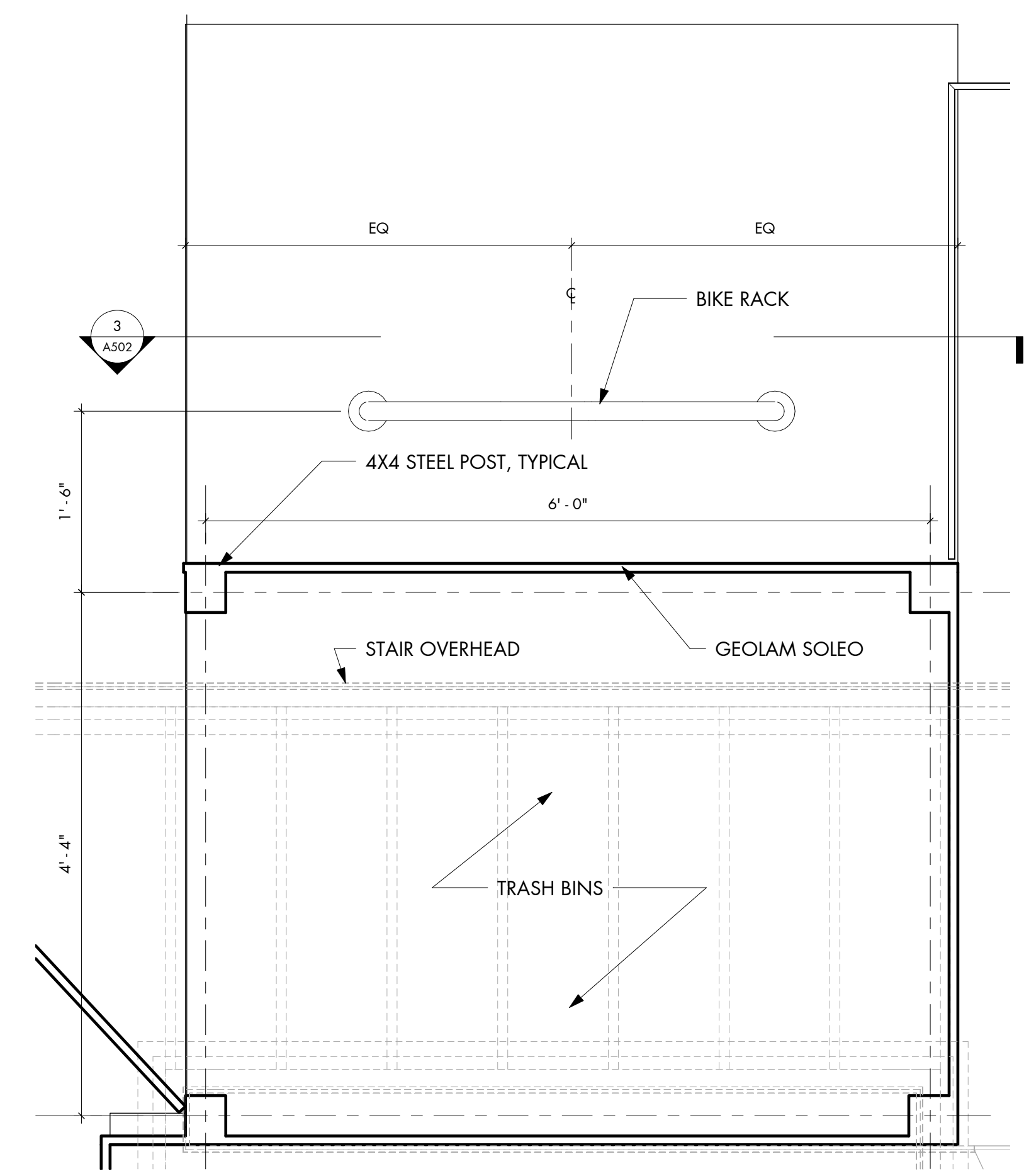
5 TRASH BIN ENCLOSURE
 scale :



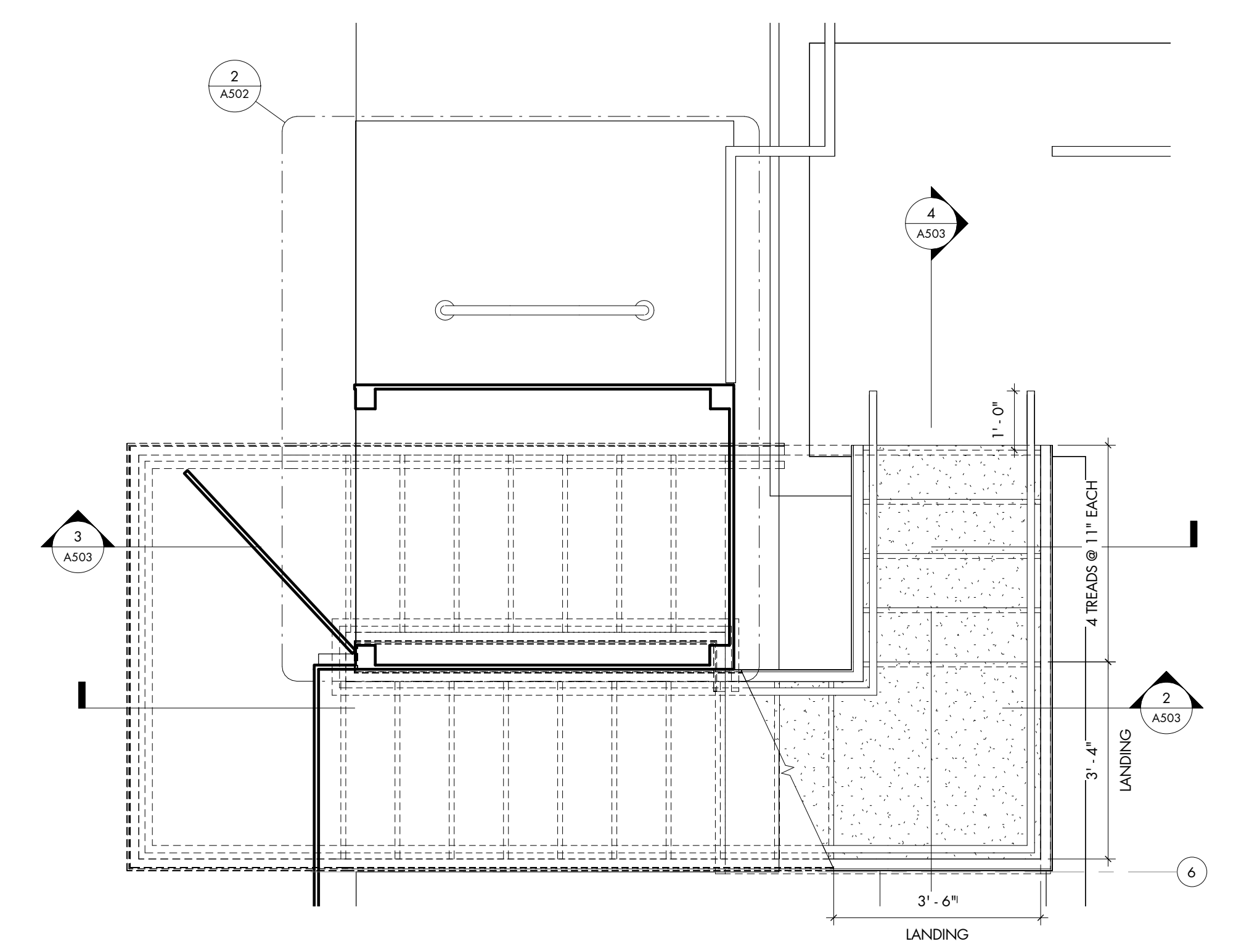
4 LEVEL 2.0 - BACK ENTRY STAIR
 scale : 1/2" = 1'-0"



3 SECTION @ BIKE RACK
 scale : 1" = 1'-0"



2 DUMPSTER ENCLOSURE
 scale : 1" = 1'-0"

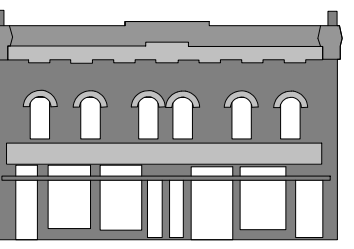


1 LEVEL 1.0 - BACK ENTRY STAIR
 scale : 1/2" = 1'-0"



ROWE ARCHITECTS
 ARCHITECTS
 100 Madison Street, Suite 200
 Tampa, Florida 33602 4704
 www.RoweArchitects.com
 Phone 813.221.8771
 AR0013510

Angela Hendershot
 AR94666 2022.08.17



Project Information
 CRDV Tarpon Springs
 COhatch
 Tarpon Springs

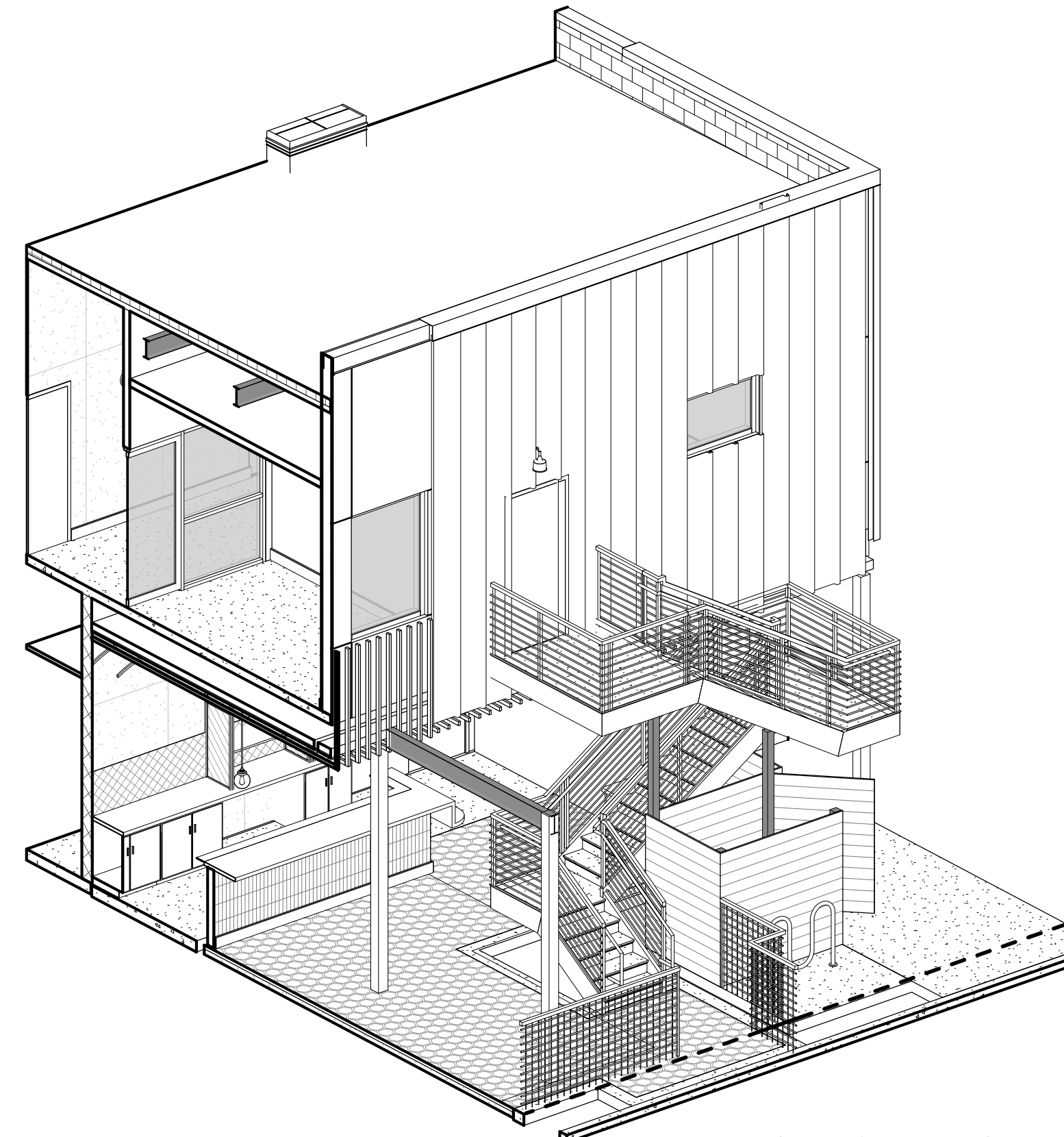
121 East Tarpon Avenue
 Tarpon Springs, Florida
 34689

Project Number 2110.00

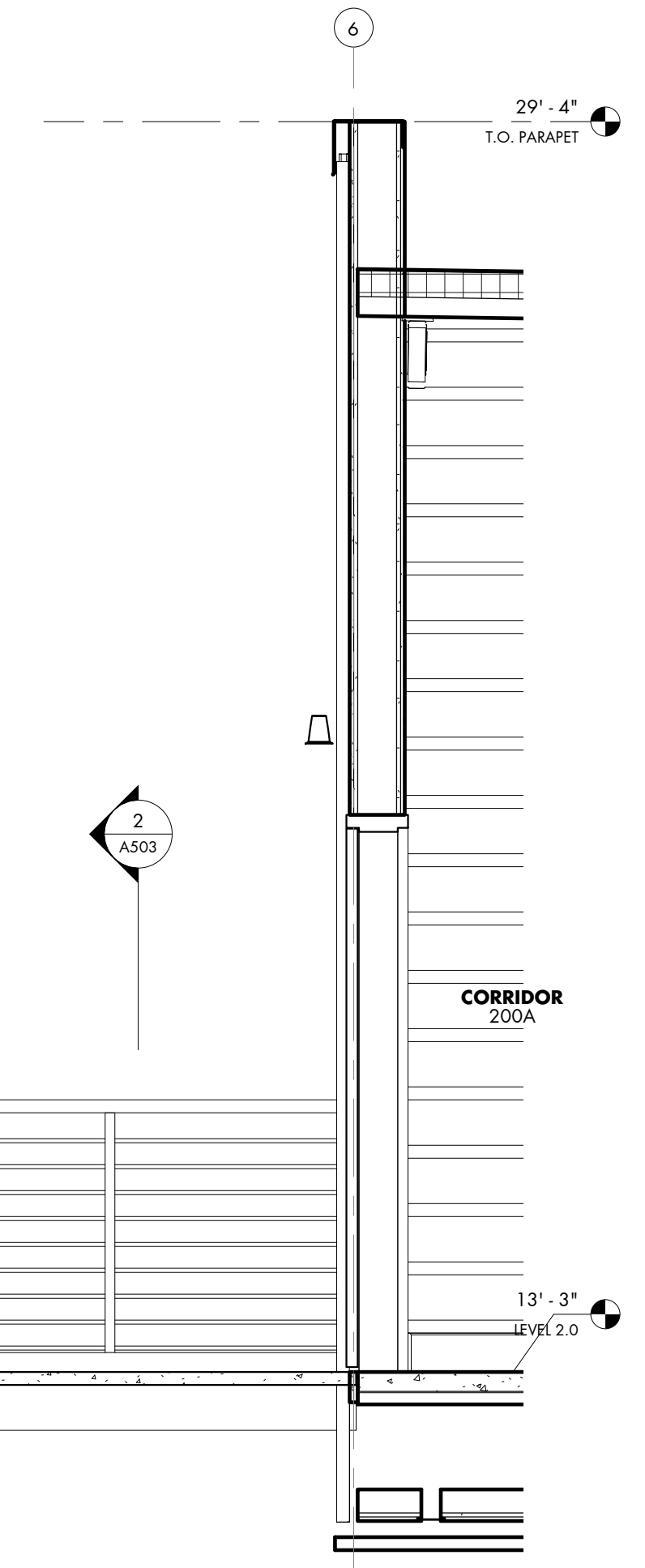
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03	PERMIT COORDINATION	2022-04-25
04	FINAL PERMIT	2022-05-09

Revisions		
No.	Description	Date

Sheet Information
 STAIR DETAILS



1 BACK ENTRY STAIR
 scale :



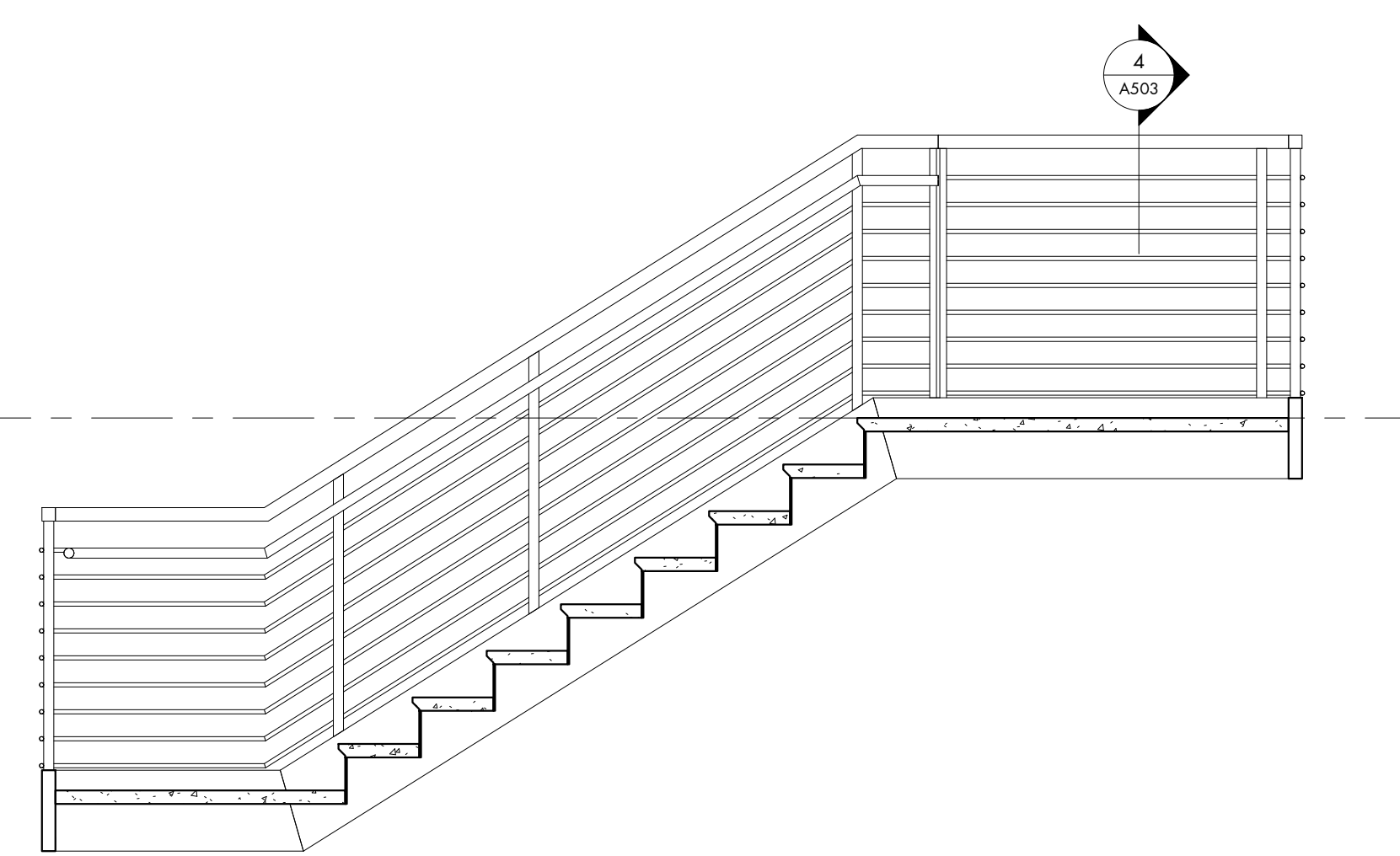
29'-4"
 T.O. PARAPET

CORRIDOR
 200A

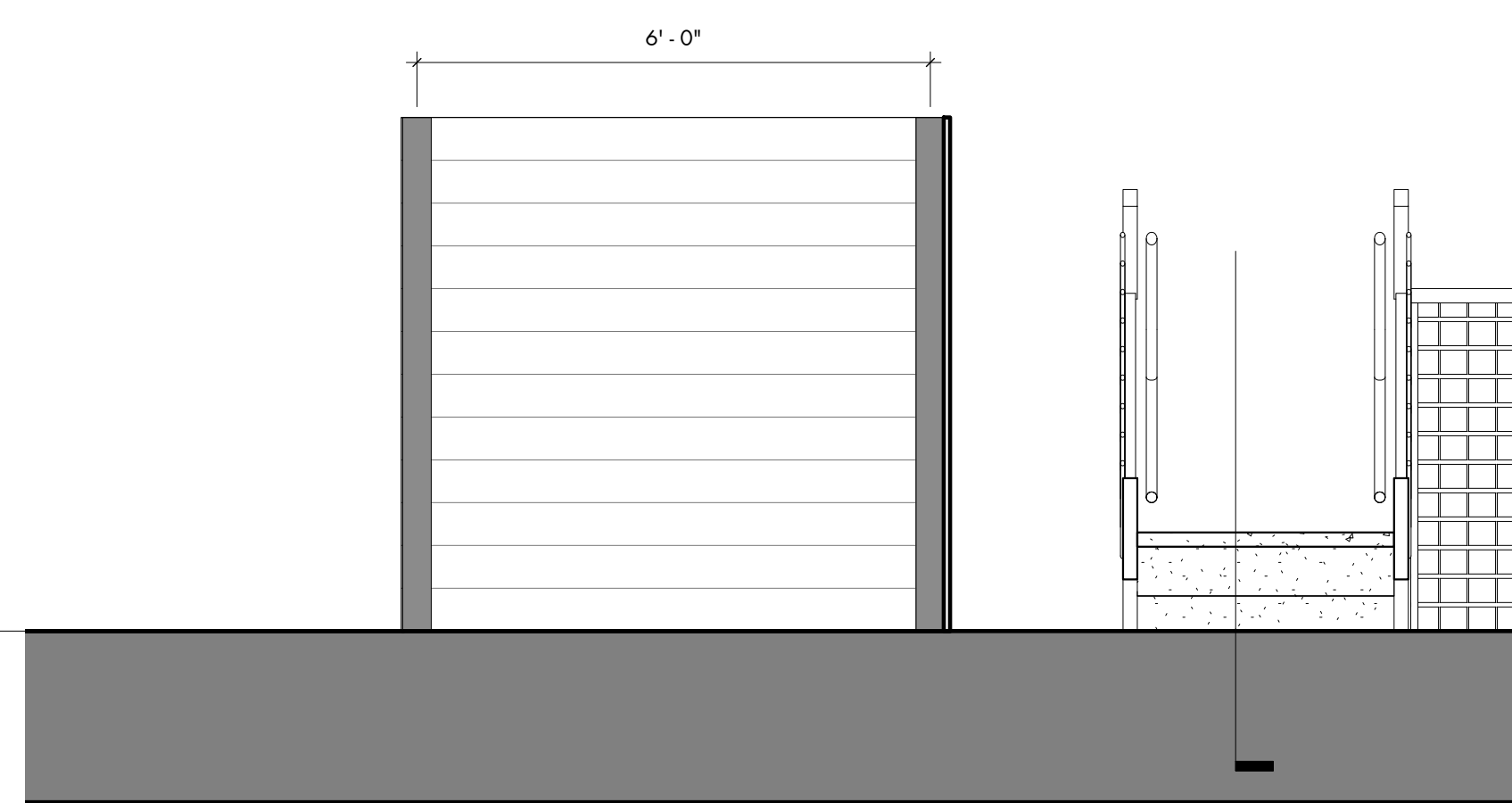
13'-3"
 LEVEL 2.0

OUTDOOR PATIO
 002

0'-0"
 LEVEL 1.0

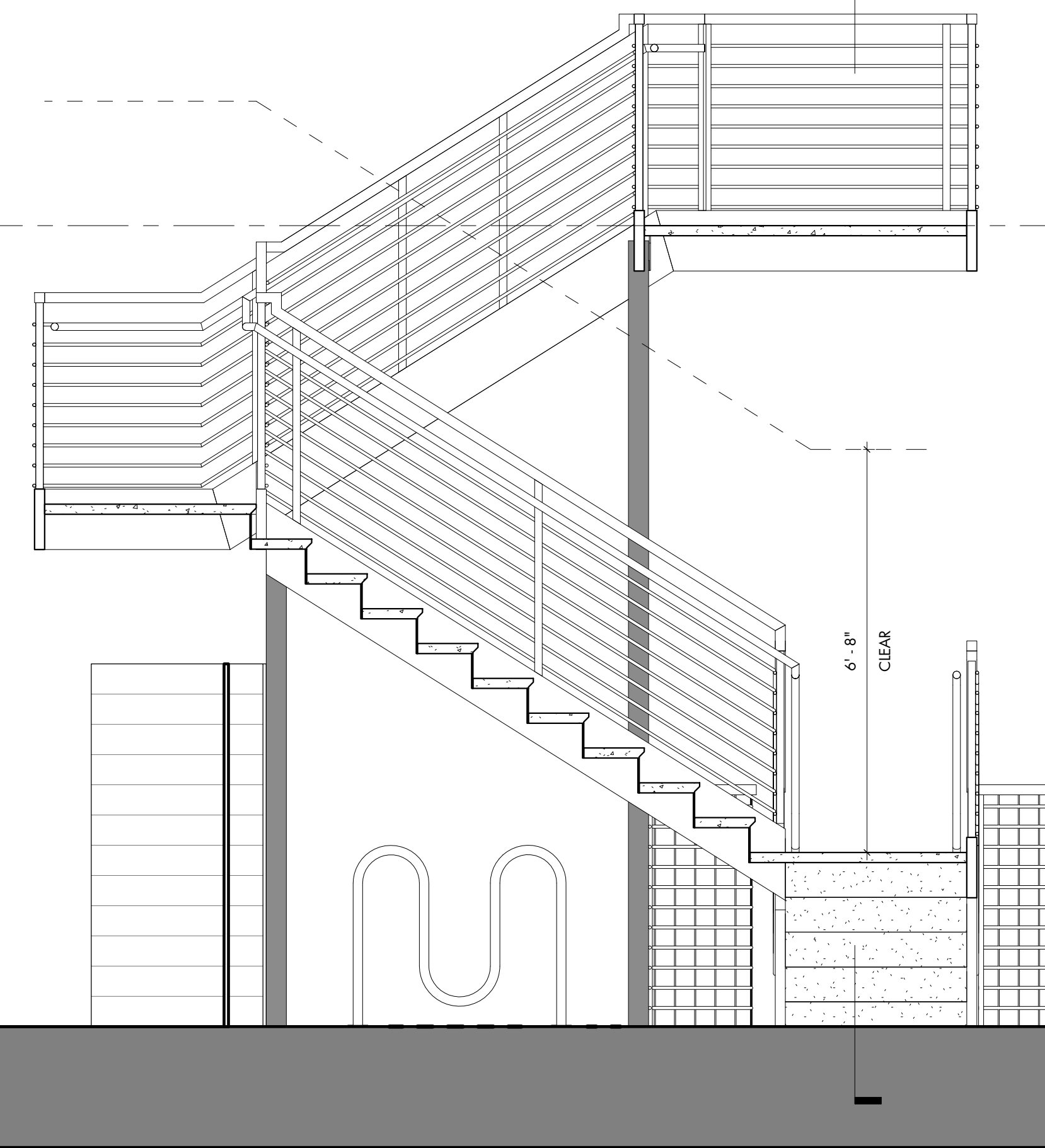


4
 A503



6'-0"

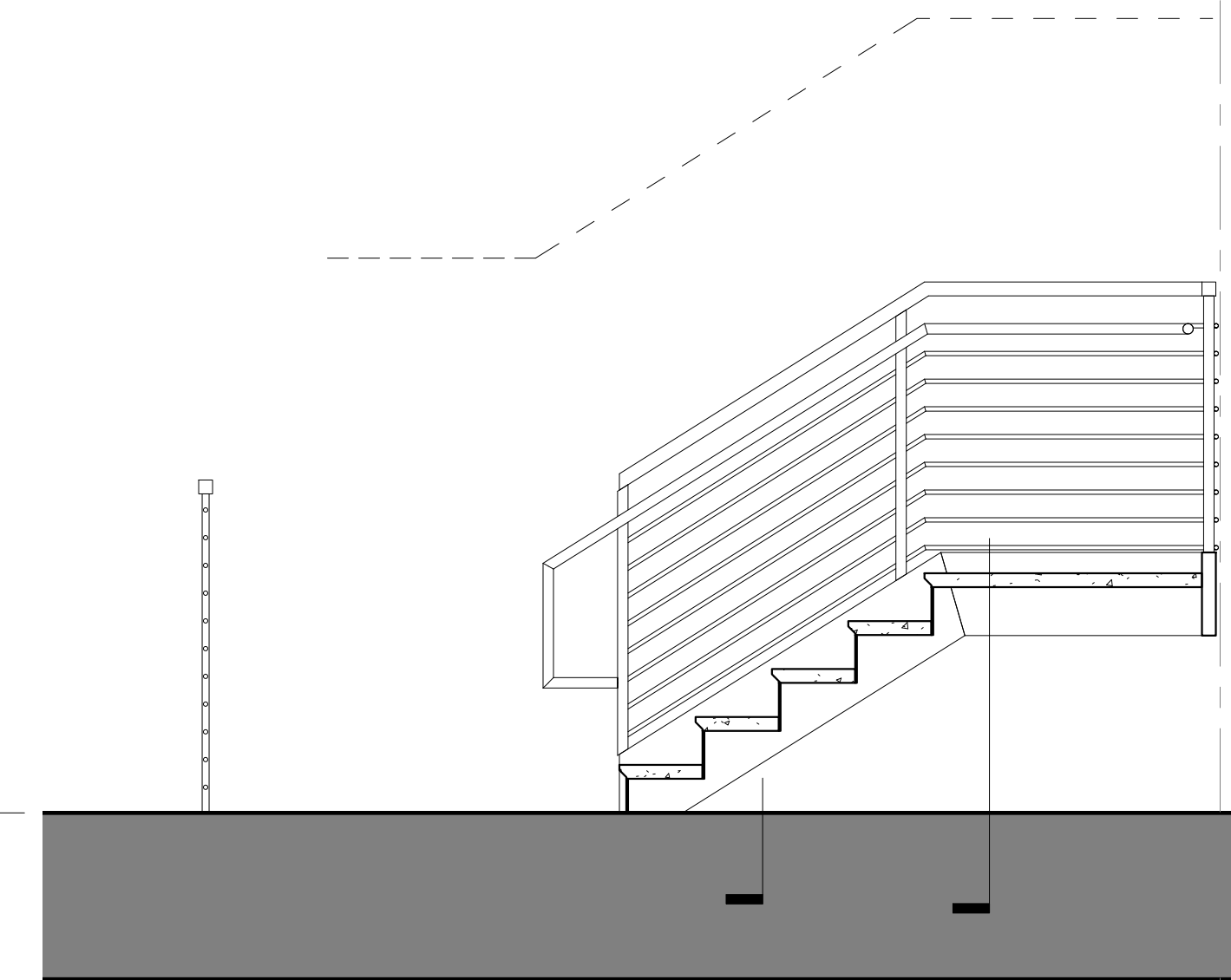
3 SECTION @ BACK ENTRY STAIR
 scale : 1/2" = 1'-0"



4
 A503

6'-8"
 CLEAR

2 SECTION @ BACK ENTRY STAIR
 scale : 1/2" = 1'-0"



4 SECTION @ BACK ENTRY STAIR
 scale : 1/2" = 1'-0"

SUZANA 1

#22-90

Planning & Zoning Board Meeting – November 21, 2022

Board of Commissioners Meeting – December 6, 2022



REQUEST

- **#22-90 – Site Plan Review – Suzana 1 – Resolution #2022-44**
 - 6-Unit Multifamily Development
 - 1-Story Building fronting both Boyer and Grosse frontages
 - Parking
 - Required: 10 spaces
 - Proposed: 10 spaces
 - Landscaping
 - Meets all LDC onsite requirements, including screening of parking lot
- **Location:** Northeast Corner of S. Grosse Avenue & E. Boyer St.
- **Applicant:** Double R and D Property Group LLC

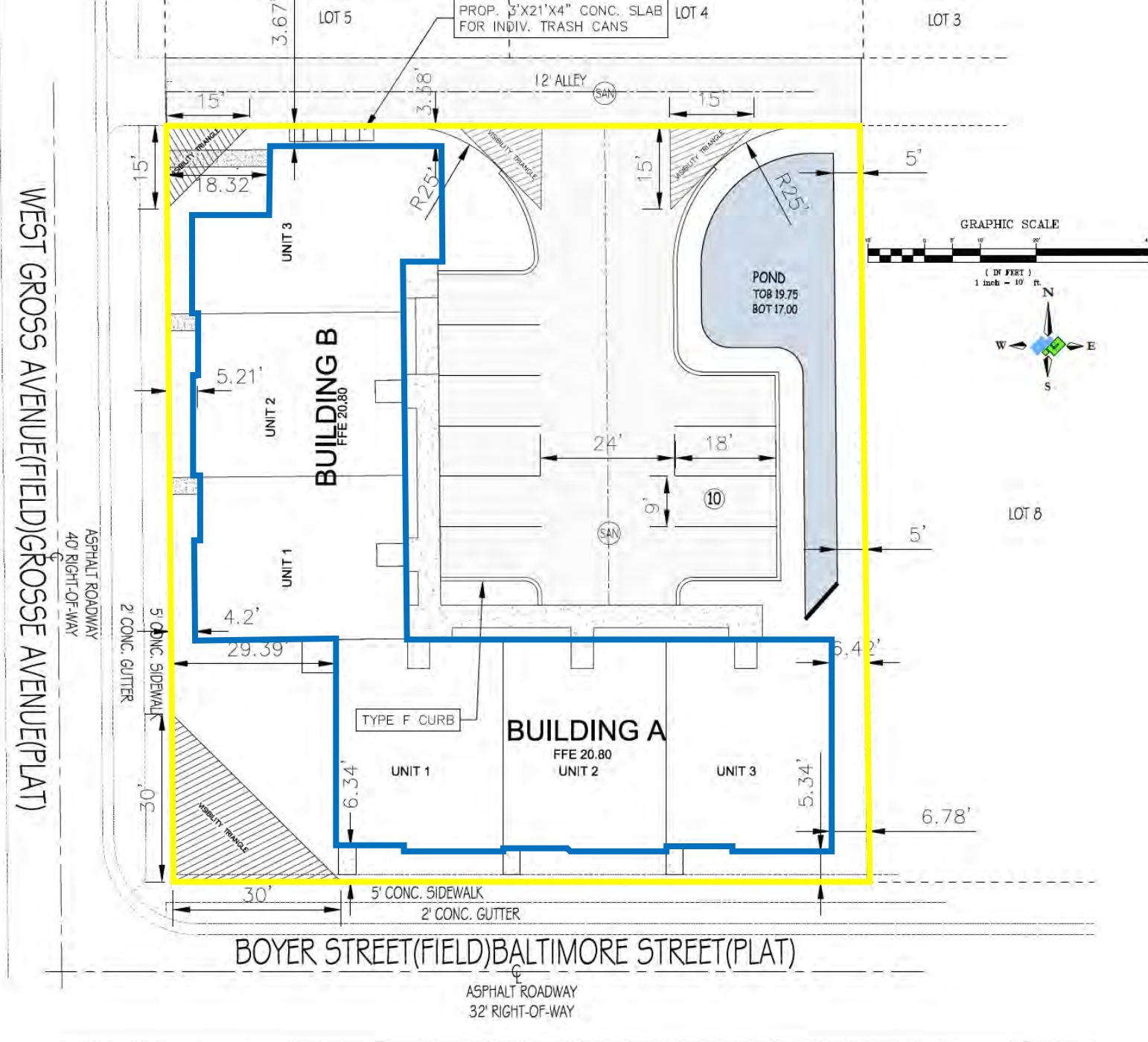
LOCATION & CONTEXT





SITE PLAN

- **Res. #22-13 – Conditional Use – Alternative Dimensional Plan**
 - Front Yard = Min. 4 feet
 - Rear Yard = Min. 3.33 feet
 - Side Yard = Min. 3.58 feet
- **Proposed:**
 - Front Yard = 4.2 – 29.39 feet
 - Rear Yard = 3.38 – 3.67 feet
 - Side Yard = 6.42 – 6.78 feet



BUILDING ELEVATIONS

Grosse Ave. Frontage



WEST ELEVATION

SCALE 3/16" = 1'-0"

Boyer St. Frontage

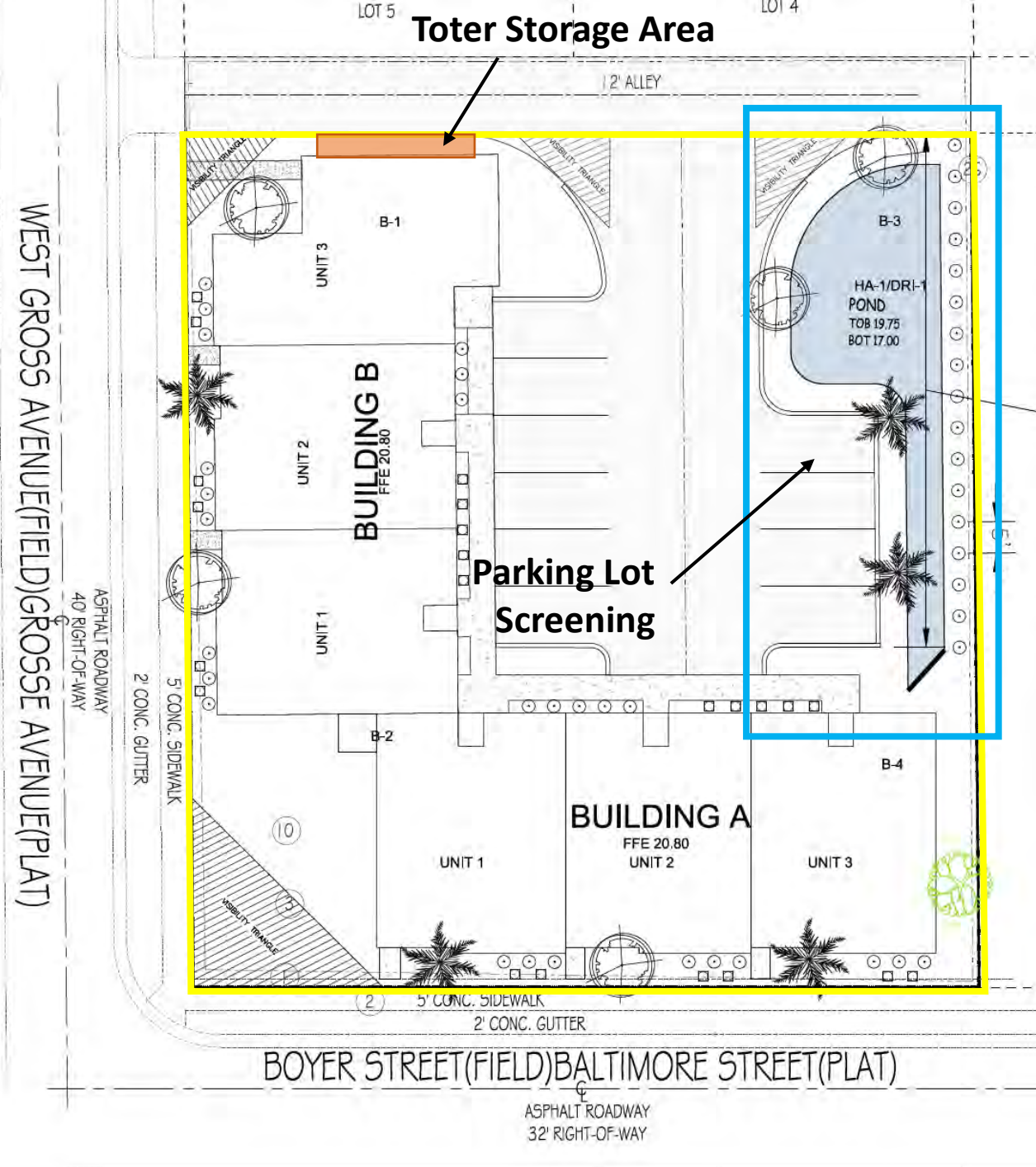


SOUTH ELEVATION

SCALE 3/16" = 1'-0"

RES. 2022-13 CONDITIONS

1. Buffering of the parking lot from adjacent property shall be addressed during the site plan process.
2. During the site plan review process the applicant will work with staff and Waste Management for a workable solution for the collection and disposal of solid waste.



PRELIMINARY STAFF RECOMMENDATION

Resolution #2022-44

Staff recommends *approval* of site plan, subject to the following conditions:

1. Site construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the LDC.
2. Details for all site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with LDC Section 127.06.
3. The developer must comply with the Public Art Program requirements of LDC Section 296.00, if the aggregate job value is equal to or exceeds \$1,000,000.00.
4. The site plan shall expire at one year from the effective date unless an application had been filed for building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

PLANNING & ZONING BOARD RECOMMENDATION

The Planning and Zoning Board reviewed this item at their November 21, 2022 regular meeting and voted unanimously (6-0) to recommend ***approval*** of Resolution 2022-44 with the recommended staff conditions. There was no public comment on this item at the hearing.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[NOVEMBER 21, 2022 / DECEMBER 6, 2022]

STAFF REPORT

Application No. / Project Title: #22-90 (Suzana 1 – Boyer & Grosse)
Staff: Allie Keen, AICP, Senior Planner
Applicant / Owner: Double R and D Property Group LLC
Property Size: +/- 16,739 square feet
Current Zoning: RM (Residential Multifamily)
Current Land Use: RM (Residential Medium)
Location / Parcel ID: Northeast Corner of E. Boyer St. and S. Grosse Ave. /
13-27-15-06138-000-0060

BACKGROUND SUMMARY:

The applicant is proposing to construct a six-unit, multifamily development. The project consists of a one-story building fronting both street frontages, an interior parking lot accessed via the alley, and landscaping. Each unit will have direct access to the public sidewalks.

On May 10, 2022, this project received conditional use approval (Resolution 2022-13) of an alternative dimensional plan within the RM (Residential Multifamily) zoning district, to reduce the setback requirements to the following:

- Front Yard Setback = Minimum of 4 feet
- Rear Yard Setback (north property line) = Minimum of 3.33 feet
- Side Yard Setback (east property line) = Minimum 3.58 feet

The reduced setbacks enabled the project to be more consistent with the urban context of the surrounding neighborhood, by placing the building closer to the street and parking accessed from the alley and screened by the by the building. The proposed layout also allows for all units to have access to the public sidewalks.

Through the refinement of the site plan, the proposed structure results in the following range of setbacks, which are slightly larger than the approved minimums of the conditional use:

- Front Yard Setback = Between 4.2 feet and 29.39 feet
- Rear Yard Setback (north property line) =Between 3.38 feet and 3.67 feet
- Side Yard Setback (east property line) = Between 6.42 feet and 6.78 feet

The Board of Commissioners approved the conditional use request with 2 conditions to be addressed during the site plan review. Those conditions with the resolutions are provided below:

1. Buffering of the parking lot from adjacent properties shall be addressed during the site plan process.

Resolution: The applicant has provided a landscape plan that is compliant with the screening and buffering requirements of LDC Section 134.06. The applicant is proposing to plant the required shrubs between the stormwater pond and the property line, and the required trees will be planted along the



bank of the pond. Additionally, the location of the stormwater pond provides additional separation between the parking lot and the adjacent residential property to the east.

2. During the site plan review process the applicant will work with staff and Waste Management for a workable solution for the collection and disposal of solid waste.

Resolution: Public Works and Waste Management have confirmed the proposed use of toters for each unit would be sufficient for this project. Residents will be responsible for taking toters from the designated storage spot onsite (along the alley) to the street for pickup. The applicant has shown the proposed toter location and adding a notation on the plan set reflecting this resolution.

PRELIMINARY STAFF RECOMMENDATION:

Staff finds the application for site plan approval consistent with both the conditional use approval (Resolution 2022-13) and with the applicable review criteria and recommends **APPROVAL** of Resolution 2022-44, subject to the following conditions:

1. Site construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
2. Details for all site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with Land Development Code Section 127.06.
3. The developer must comply with the Public Art Program requirements of Land Development Code Section 296.00, if the aggregate job value is equal to or exceeds \$1,000,000.00.
4. The site plan shall expire at one year from the effective date unless an application had been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board reviewed this item at their November 21, 2022, regular meeting and voted unanimously (6-0) to recommend approval of Resolution 2022-44 with the recommended staff conditions. There was no public comment on this item at the hearing.

CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant
Site Features:	A few existing trees.
Vehicle Access:	This property has access from E. Boyer Street, S. Grosse Ave. and an alleyway along the norther property line.

SURROUNDING ZONING & USE:

	Zoning:	Use:
North:	SAP (Special Area Plan)	CRD (Community Redevelopment District)
South:	RM (Residential Multifamily)	RM (Residential Medium)
East:	RM (Residential Multifamily)	RM (Residential Medium)
West:	RM (Residential Multifamily)	RM (Residential Medium)

REVIEW STANDARD – COMPREHENSIVE PLAN MAP:

The project site is located in the Residential Medium (RM) Future Land Use Category which is intended to be developed in a medium density residential manner and to serve as a transition between less urban and more



urban residential and mixed-use areas. The project is located adjacent to the City’s Special Area Plan, which encourages mixed use. Additionally, there is a mix of residential types, including single-family and multifamily developments within the immediate area. The proposed project complies with the density allowance of the RM land use category. The applicant’s project is consistent with the Comprehensive Plan and the overall intent of the RM land use category.

REVIEW STANDARD - ZONING:

The property is located within the RM (Residential Multifamily) zoning district. This district permits multifamily dwellings as a use by right. The proposed site plan is consistent with the permitted uses and requirements of the RM zoning district and approved conditional use for the alternative dimensional plan. Property zoning districts in this area are primarily RM, with the exception of the properties to the north that fall within the City’s Special Area Plan. The proposed multifamily development is consistent with the RM zoning district and conditional use approval and with the current and future planned character of this neighborhood.

SITE PLAN REVIEW PROCEDURES & STANDARDS:

The process for site plan review is set forth in Section 210.03 of the Land Development Code (LDC) and calls for the Planning and Zoning Board to review the site plan for compliance with (1) the Comprehensive Plan, (2) the Comprehensive Zoning and Land Development Code, (3) the City’s Concurrency Management System, and (4) the City’s Building Codes to provide a written recommendation to the Board of Commissioners as enumerated in Section 210.03(C)(4) of the LDC. The Technical Review Committee has reviewed and determined the application for site plan approval to be complete and in compliance with the above cited standards for review:

1. The application is found to be consistent with the City’s Comprehensive Plan,
2. The application is found to be compliant with the City’s LDC,
3. The project proposes minimal new impacts to facilities and therefore meets the City’s Concurrency Management standards (see below), and,
4. The project will be required to, and is expected to be able to, meet the standards of the City’s Buildings Codes.

LEVEL OF SERVICE ANALYSIS:

Article VIII of the Land Development Code requires that public facilities be available concurrent with impacts from development. Facilities impacts are listed in the table below. They are not expected to degrade the levels of services for any of the listed facilities.

Facility	Proposed Impacts
Potable Water	1800 gallons per day
Wastewater	1200 gallons per day
Solid Waste	5.5 tons per year
Transportation	44 trips per day, 3 peak hour trips

TECHNICAL REVIEW COMMITTEE:

TRC reviewed this project on August 11, 2022 and October 13, 2022 for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing. There are no outstanding comments from the TRC.

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution 2022-44



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

- a. Exhibit A – Site Plan
- b. Exhibit B – Building Elevations
3. Survey
4. Stormwater Management Report
5. Resolution 2022-13 – Conditional Use Approval of Alternative Dimensional Plan

RESOLUTION NO. 2022-44

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-90 REQUESTING SITE PLAN APPROVAL FOR THE SUZANA 1 DEVELOPMENT, TO CONSTRUCT A 6-UNIT MULTIFAMILY DEVELOPMENT ON 0.38 ACRES (MORE OR LESS) LOCATED AT THE NORTHEAST CORNER OF EAST BOYER STREET AND SOUTH GROSSE AVENUE IN THE RM (RESIDENTIAL MULTI-FAMILY) 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 site plan approval to construct an 6-unit multifamily development on 0.38 acres (more or less) of land located at the northeast corner of E. Boyer St. and S. Grosse Ave. in the RM (Residential Multi-family) zoning district; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of November 21, 2022 and voted to recommend approval of the site plan with conditions; and,

WHEREAS, pursuant to Section 210.03(C)(4) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, approve with conditions, or, deny the application.

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

SECTION 1: FINDINGS

1. That the site plan, as conditioned, meets the applicable sections of the Comprehensive Zoning and Land Development Code.
2. That the site plan, as conditioned, is consistent with the Tarpon Springs Comprehensive Plan.
3. That the site plan, as conditioned, demonstrates that required facilities and services will be available at the prescribed level of service standards concurrent with the impact of the development and may, subject to Section 3 of this resolution, during the term of this site plan approval, receive a Certificate of Concurrency pursuant to Section 122.00 et seq.

SECTION 2: SITE PLAN APPROVAL

1. The site plan prepared and sealed by Samer Alghafari, P.E., on October 13, 2022, and attached as 'Exhibit A' is hereby approved on property located at the northeast corner of E. Boyer Street and S. Grosse Avenue with a parcel legally described as:

Lot 6 and 7, Viola P. Beekman's Subdivision of Lot 2 of Block 42 in Tarpon Springs, according to the map or plat thereof, as recorded in Plat Book 2, Page 23, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly part.
2. The building elevations are attached as 'Exhibit B'.

SECTION 3: CONDITIONS:

1. Site construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
2. Details for all site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with Land Development Code Section 127.06.
3. The developer must comply with the Public Art Program requirements of Land Development Code Section 296.00, if the aggregate job value is equal to or exceeds \$1,000,000.00.
4. The site plan shall expire at one year from the effective date unless an application had been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

SECTION 4: EFFECTIVE DATE:

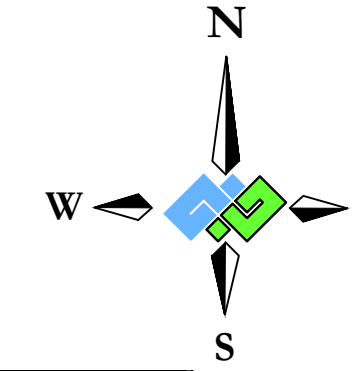
This Resolution shall become effective upon adoption.

CONSTRUCTION PLANS FOR

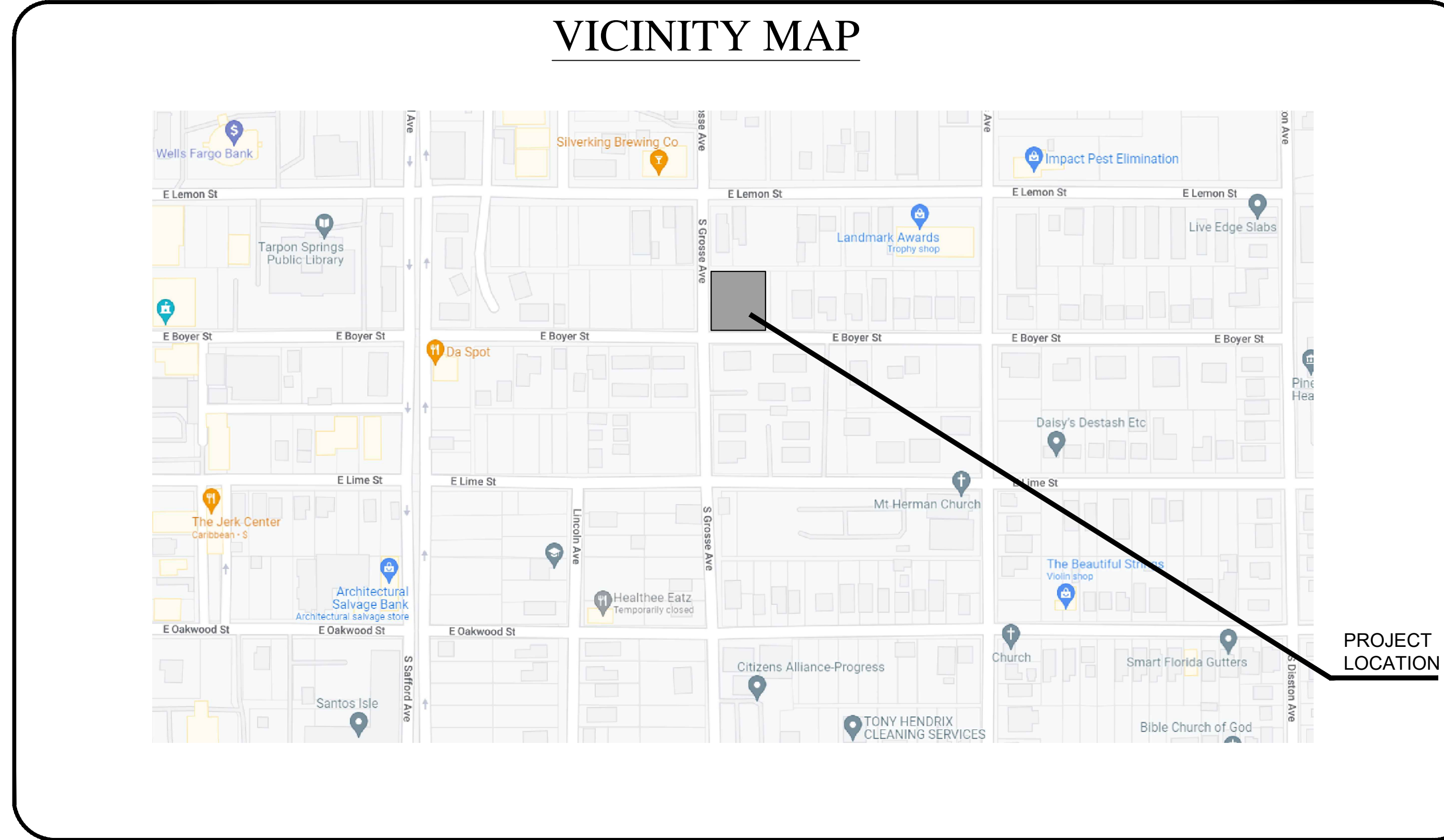
SUZANA APARTMENT 1

CITY OF TARPON SPRINGS

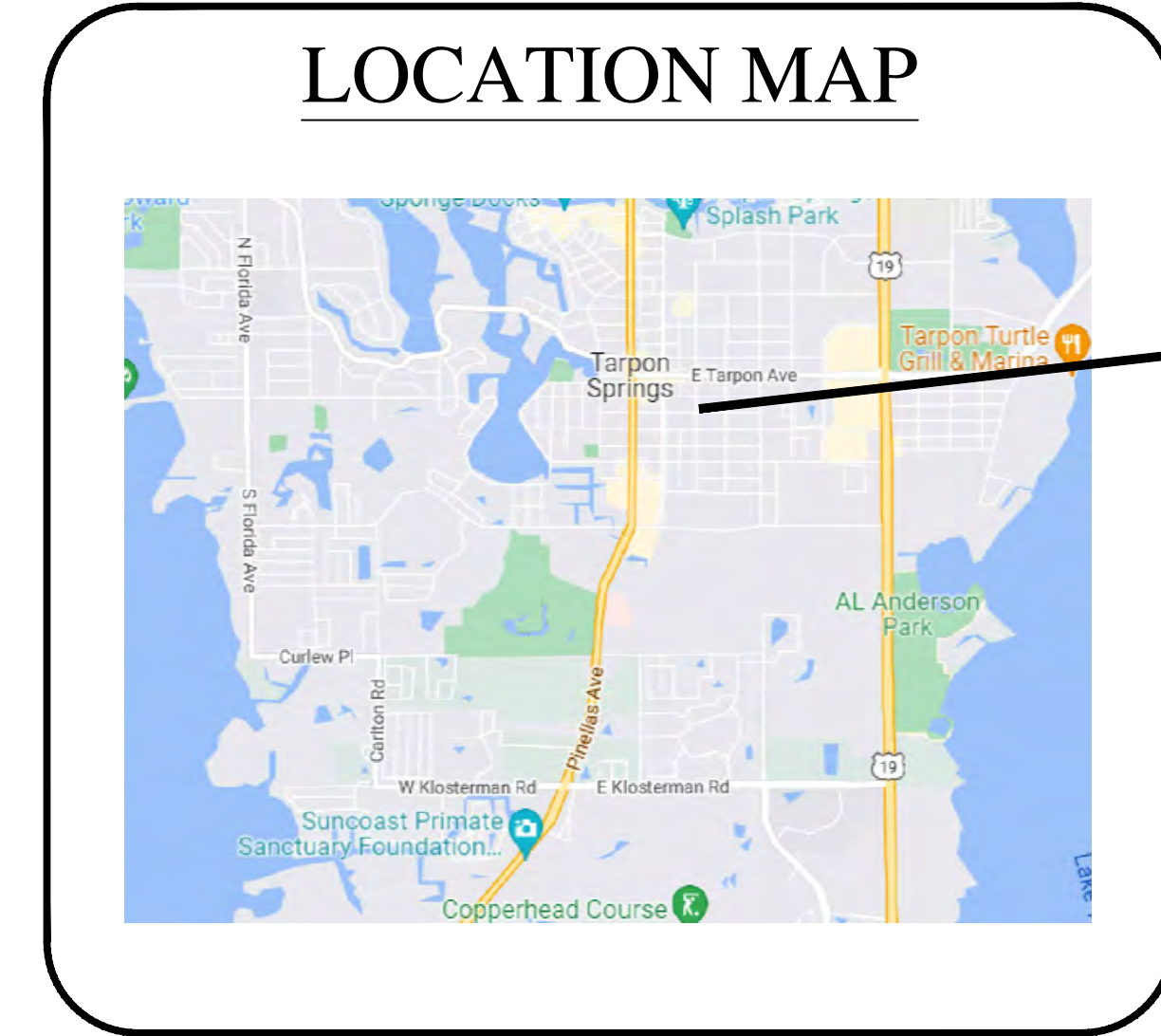
SECTION 13 TOWNSHIP 27 SOUTH, RANGE 11 EAST



VICINITY MAP



LOCATION MAP



PROJECT INFORMATION

FOLIO NO. : 13-27-15-06138-000-0060
 OWNER : DOUBLE R AND D PROPERTY GROUP LLC

CONTACT INFORMATION

OWNER/APPLICANT:
 DOUBLE R AND D PROPERTY GROUP LLC
 2604 CYPRESS RIDGE BLVD STE 102
 WESLEY CHAPEL, FL 33544-6311
 TEL 813-435-0194

CIVIL ENGINEER OF RECORD:
 GHAFARI ASSOCIATES, LLC
 2166 W. BUSCH BLVD, SUITE 200
 TAMPA, FL 33612
 TEL 813-935-1200

INDEX SHEET

SHEET NO.	NAME
C000	COVER SHEET
C001	NOTES AND SPECIFICATIONS SHEET
C100	SITE PLAN
C200	PAVING, GRADING & DRAINAGE PLAN
C300	UTILITY PLAN
C400	TREE REMOVAL PLAN
C401	LANDSCAPE PLAN
C410	LANDSCAPE DETAILS
C700	CIVIL DETAILS
C711	UTILITY DETAILS
C712	UTILITY DETAILS

ISSUED FOR:		PERMITTING
NO.	DATE	DESCRIPTION
9		
8		
7		
6		
5		
4		
3		
2		
1		

PROJECT NAME:	SUZANA APARTMENT 1
PROJECT LOCATION:	CITY OF TARPON SPRINGS
SHEET NAME:	COVER SHEET

PREPARED FOR: **DOUBLE R & D PROPERTY GROUP LLC**

PREPARED BY: **GHAFARI**

2166 W. Busch Blvd., Ste. 200
 Tampa, FL 33612
 WWW.GHAFARI.NET 813-935-1200

ENGINEERING CONSULTING ONE PROJECT AT A TIME™
 CERTIFICATE OF PROFESSIONAL ENGINEERING
 NO. 10000000

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NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER

SCALE:	AS SHOWN	SHEET SIZE:	D
SHEET:	C-000	OF:	12

GENERAL CONSTRUCTION NOTES

- 1. ALL ELEVATIONS REFER TO THE N.A.V.D. OF 1988.
2. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS.
3. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO ROADWAY BASE AND SURFACE CONSTRUCTION.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION PROCEDURES OF ALL APPLICABLE AGENCIES.
8. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST REVISIONS AND/OR LATEST EDITION.
9. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
10. CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS.
11. AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL APPROVED SHOP DRAWINGS.
12. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFERE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES.
13. ALL DISTURBED AREAS WITHIN PUBLIC RIGHTS-OF-WAY ARE TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
14. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK.
15. ALL DISTURBED AREAS ASSOCIATED WITH CONSTRUCTION, WHICH ARE NOT TO BE SOODED ARE TO BE SEEDED AND MULCHED TO CITY OF TARPON SPRINGS STANDARDS AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER OF RECORD HAVE BEEN OBTAINED.
16. CHAPTER 77-113 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING.
17. AS-BUILT DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON A SET OF THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS.
18. DRAWINGS TO BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.
19. DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL WATER AND WASTE WATER PIPING AND RELATED APPURTENANCES.
20. DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER.
21. DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON ORIGINAL CONTRACT DRAWINGS BUT CONSTRUCTED IN THE FIELD.
22. LOCATIONS OF ALL MANHOLES, HYDRANTS, VALVES, & VALVE BOXES SHALL BE SHOWN.
23. DRAWINGS TO BE SIGNED AND SEALED BY A LICENSED SURVEYOR.

GRADING NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING SHEETING OR SHORING AS NECESSARY.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY DEWATERING PERMITS FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT OR OTHER REGULATORY AGENCY.
3. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND EXISTING WETLANDS PER THE CONSTRUCTION DRAWINGS.
4. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
5. THERE IS TO BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO EXISTING DITCHES OR CANALS WITHOUT THE USE OF SETTLING PONDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING DITCHES OR CANALS A SETTLING POND PLAN PREPARED BY THE CONTRACTOR MUST BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND SOUTHWEST FLORIDA MANAGEMENT DISTRICT, AND/OR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO CONSTRUCTION.

STORMWATER POND AND UTILITY CLEARING AND SITE PREPARATION NOTES

- 1. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING INFRASTRUCTURE CONSTRUCTION IN ACCORDANCE WITH SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY.
2. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION OUTSIDE THE PROTECTIVE RADIUS OF PROTECTED TREES TO BE PRESERVED.
3. THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER.
4. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE REGULATIONS.
5. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO REMOVING ANY EXISTING STRUCTURES.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
7. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR/SUBCONTRACTOR.
8. ALTHOUGH NOT ANTICIPATED, THE LOCATION OF ANY EXISTING UNDERGROUND UTILITY LINES, WELLS OR OTHER BURIED PIPING OR STRUCTURES ASSOCIATED WITH PAST SITE USE WITHIN THE CONSTRUCTION AREA SHOULD BE ESTABLISHED PRIOR TO CONSTRUCTION.
9. SITE CLEARING, GRUBBING AND DEMOLITION SHALL INCLUDE THE REMOVAL OF TREES, GROUND BRUSH, ORGANIC SOILS, ROOT MATS, EXISTING STRUCTURES, PAVEMENT, UTILITIES OR OTHER DELETERIOUS MATERIALS ENCOUNTERED.
10. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY, OR OTHER EQUIPMENT OF ANY KIND WITHIN THE PUBLIC RIGHT-OF WAY, UNLESS OTHERWISE PERMITTED OR WITHIN THE PROTECTIVE RADIUS OF PRESERVED TREES.
11. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS, ANSI, A300, CURRENT EDITION.
12. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE OWNER AND LOCAL AUTHORITIES.
13. NO GRADE CHANGES SHALL OCCUR WITHIN THE DRIPLINE OF TREES TO REMAIN.
14. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE UTILITY TRENCH AREAS WHEREVER THEY ARE WITHIN 20' OF A TREE TO BE PRESERVED.
15. CONTRACTOR SHALL COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS REGARDING POLLUTION CONTROL OF STORED MATERIALS, FUEL, EQUIPMENT, OR OTHER HAZARDOUS MATERIALS USED ON SITE.
16. CONTRACTOR SHALL PROVIDE A DEWATERING PLAN TO CONTROL SEDIMENT DISCHARGE TO OTHER WATER BODIES OR OFFSITE SO THAT WATER QUALITY COMPLIES WITH LOCAL, STATE, AND FEDERAL TURBIDITY PARAMETERS.
17. THERE IS TO BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO EXISTING DITCHES OR CANALS WITHOUT THE USE OF SETTLING PONDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING DITCHES OR CANALS A SETTLING POND PLAN PREPARED BY THE CONTRACTOR MUST BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND SOUTHWEST FLORIDA MANAGEMENT DISTRICT, AND/OR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO CONSTRUCTION.

EROSION/SEDIMENT CONTROL NATURAL RESOURCE PROTECTION

- 1. EROSION CONTROL: THE CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN), AS SHOWN ON PLANS, AND AS REQUIRED TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WETLANDS, AND WATERWAYS.
2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY, OR OTHER EQUIPMENT OF ANY KIND WITHIN THE PUBLIC RIGHT-OF WAY, UNLESS OTHERWISE PERMITTED OR WITHIN THE PROTECTIVE RADIUS OF PRESERVED TREES.
3. CONTRACTOR SHALL SPRINKLE OR OTHERWISE APPLY WATER TO AFFECTED CONSTRUCTION AREA TO CONTROL BOTH SIGNIFICANT WIND EROSION OR FUGITIVE DUST.
4. REQUIRED TREE BARRICADES AND EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION.
5. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS, ANSI, A300, CURRENT EDITION.
6. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE OWNER AND LOCAL AUTHORITIES.
7. NO GRADE CHANGES SHALL OCCUR WITHIN THE DRIPLINE OF TREES TO REMAIN.
8. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE UTILITY TRENCH AREAS WHEREVER THEY ARE WITHIN 20' OF A TREE TO BE PRESERVED.
9. CONTRACTOR SHALL COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS REGARDING POLLUTION CONTROL OF STORED MATERIALS, FUEL, EQUIPMENT, OR OTHER HAZARDOUS MATERIALS USED ON SITE.
10. CONTRACTOR SHALL PROVIDE A DEWATERING PLAN TO CONTROL SEDIMENT DISCHARGE TO OTHER WATER BODIES OR OFFSITE SO THAT WATER QUALITY COMPLIES WITH LOCAL, STATE, AND FEDERAL TURBIDITY PARAMETERS.

DRAINAGE SYSTEM CONSTRUCTION NOTES

- 1. STANDARD INDICES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".
2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) WITH RUBBER GASKET JOINTS UNLESS OTHERWISE NOTED ON PLANS.
3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS WHICH ARE INCLUDED IN LENGTHS.
4. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL CONFORM TO ASTM A48 CLASS 35.
5. CONTRACTOR TO SOD THE DETENTION POND AND SWALES AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
6. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY DEWATERING PERMITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
7. PROTECTION OF EXISTING STORM SEWERS SYSTEMS: DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, OR OTHER SUITABLE MATERIALS, WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
8. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1996, OR LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO.
9. CLASS "B" TYPE I BEDDING SHALL BE USED UNLESS INDICATED OTHERWISE ON THE DRAWINGS, OR BY THE ENGINEER.

SANITARY SEWER NOTES

- 1. A HORIZONTAL SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN WATER MAINS AND SANITARY SEWER.
2. ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, C-900.
3. ALL SANITARY SEWER SHALL CONFORM WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARDS AND SPECIFICATIONS.
4. ALL SANITARY SEWER COVERS SHALL CONFORM TO ASTM A48 OR FED. SPEC. 00-1-652-B FRAME #160, COVER #145, USE 170-J OR APPROVED EQUAL.
5. SANITARY SEWER MAINS AND LATERALS SHALL HAVE A MINIMUM COVER OF FOUR (4) FEET AND SHALL BE INSTALLED ACCOMPANIED BY A METAL TAPE SIMILAR TO "TERRATAPE" COLORED GREEN AND LAID ONE FOOT ABOVE THE PIPE.
6. ALL PIPING SHALL BE COLOR CODED IN ACCORDANCE WITH CITY OF TARPON SPRINGS UTILITIES STANDARDS: GREEN-RAW SEWAGE, PURPLE-EFFLUENT, BLUE-POTABLE WATER.
7. PIPE AND FITTINGS FOR P.V.C. GRAVITY SEWER PIPE SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION D-3034, SDR-35 PVC (GREEN COLOR).
8. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.
9. A MINIMUM OF 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS.
10. CONTRACTOR SHALL PROVIDE A DEWATERING PLAN TO CONTROL SEDIMENT DISCHARGE TO OTHER WATER BODIES OR OFFSITE SO THAT WATER QUALITY COMPLIES WITH LOCAL, STATE, AND FEDERAL TURBIDITY PARAMETERS.

WATER SYSTEM NOTES

- 1. ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
2. ALL DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI STANDARDS A21.51, MINIMUM PRESSURE CLASS 350.
3. CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY ADJUSTING THE WATER LINES AS NECESSARY.
4. CONTRACTOR TO INSTALL TEMPORARY BLOW-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.
5. RESTRAINTS SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS.
6. MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE CITY OF TARPON SPRINGS CODES, PLANS, AND WATER DEPT. SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO, APPROVAL, AND CONSTRUCTION OF ALL POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE CITY OF TARPON SPRINGS WATER DEPARTMENT.

STORMWATER MANAGEMENT SYSTEM OPERATION AND MAINTENANCE NOTES

- 1. ALL STORM WATER PIPES, INLETS, CATCH BASINS, MANHOLES, FLAMES, POND INFLOW AND OUTFALL STRUCTURES (INCLUDING OIL SKIMMERS), AND DISCHARGE PIPES SHOULD BE INSPECTED ON A REGULAR BASIS (MONTHLY OR QUARTERLY) AND AFTER MAJOR RAINFALLS.
2. CHEMICALS, OILS, GREASES, OR SIMILAR WASTES ARE NOT TO BE DISPOSED OF DIRECTLY TO THE STORMWATER FACILITY OR THROUGH STORM SEWERS.
3. SEDIMENTS REMOVED FROM STORM SEWERS, INLETS, PIPES AND PONDS SHOULD BE DISPOSED OF AT AN APPROVED FACILITY.
4. DURING ANY REPAIR OR MAINTENANCE ACTIVITY USE CARE TO AVOID CAUSING EROSION OR SILTATION TO ADJACENT OR OFF-SITE AREAS.
5. ALTERATIONS (FILLING, ENLARGING, ETC.) OF ANY PART OF THE STORMWATER FACILITY IS NOT PERMITTED WITHOUT PRIOR APPROVAL FROM ALL APPLICABLE GOVERNING AGENCIES.
6. ALL SODDED SIDE SLOPES AND BERMS SHOULD BE MAINTAINED BY PERIODIC MOWING AND CLEANING OF ACCUMULATED REFUSE.
7. ALL PARKING SPACES, PAVEMENT AREAS, STOP BARS AND SIGNS SHALL BE IDENTIFIED PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
8. ALL HANDICAPPED PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS INDEX 17346.

TRAFFIC NOTES

- 1. ALL TRAFFIC CONTROL SIGNING AND MARKINGS ON PRIVATE PROPERTY OPENED TO THE GENERAL PUBLIC BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
2. ALL PARKING SPACES, PAVEMENT AREAS, STOP BARS AND SIGNS SHALL BE IDENTIFIED PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. ALL HANDICAPPED PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS INDEX 17346.

GENERAL NOTES

- 1. THE PROJECT IS TO BE COMPLETED IN ONE PHASE.
2. NO OUTSIDE BURNING WILL BE ALLOWED.
3. THE SOIL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED PRIOR TO CONSTRUCTION, MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL THE SITE IS PERMANENTLY STABILIZED.
4. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABRIGORIAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS, ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) AND CITY OF TARPON SPRINGS SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE RESOURCES FOUND ON THE SITE.
5. PRIOR TO CONSTRUCTION, A BUILDING PERMIT SHALL BE OBTAINED FOR ALL STRUCTURES THAT HAVE FOOTER, REGARDLESS OF SIZE, THROUGH CITY OF TARPON SPRINGS CENTRAL PERMITTING.
6. IT IS THE OWNER'S RESPONSIBILITY (OR "RESPONSIBLE ENTITY") IS TO INSPECT AND MAINTAIN THE WATER RETENTION SYSTEM ON A REGULAR BASIS.
7. ALL SODDED SLOPES OVER 4 TO 1, SHALL BE INSTALLED WITH SOD PEGS.
8. ALL DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
9. OFF SITE DISTURBED AREAS MUST BE RESTORED AT LEAST TO PRE-EXISTING CONDITIONS OR BETTER.
10. THERE WILL BE NO LIGHT SPILLAGE OR GLARE BEYOND THE PROJECT SITE.
11. ANY PORTION OF THIS SITE UPON WHICH DEVELOPMENT HAS COMMENCED, BUT NOT CONTINUED FOR A PERIOD OF 30 DAYS, SHALL BE PLANTED WITH A GRASS SPECIES OR GROUND COVER TO PREVENT EROSION AND ENCOURAGE SOIL STABILIZATION.
12. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LIMIT FUGITIVE DUST AND OTHER PARTICULATE EMISSIONS FROM THE SITE.
13. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF THE PRESENCE OF STATE AND FEDERALLY PROTECTED PLANT AND/OR ANIMAL SPECIES IS DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND CITY OF TARPON SPRINGS SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE PLANT AND/OR ANIMAL SPECIES FOUND ON THE SITE.
14. ANY LIGHTING USED TO ILLUMINATE ANY PARKING AREA SHALL BE SO ARRANGED AS TO DIRECT AND/OR SHIELD LIGHT AWAY FROM ADJOINING RESIDENTIAL PREMISES AND RIGHT-OF-WAY.

Table with columns: ITEM, TEST TYPE, TEST I.D., REQUIREMENT, FREQUENCY. Includes rows for Embankment, Utility Trench Backfill, Backfill of Structures, Subgrade, Base, Soil Cement Base Mix Design, and Asphaltic Concrete.

PERMITTING section with grid, project name (SUZANA APARTMENT 1), location (CITY OF TARPON SPRINGS), and specifications (NOTES AND SPECIFICATIONS). Includes logos for GHAFARI and DOUBLE R & D PROPERTY GROUP LLC.

GRADING LEGEND

EL	ELEVATION
TYP	TYPICAL
CO	CLEANOUT
IE	INVERT ELEVATION
HC	HANDICAP
x49.58	EXISTING ELEVATION
10.25	PROPOSED SPOT ELEVATION
	DRAINAGE INLET
	MITERED END SECTION
	PROPOSED SWALE STORMWATER FLOW
	EXISTING SWALE STORMWATER FLOW
	PROP. SURFACE STORMWATER FLOW
	DIRECTION OF STORM WATER FLOW
SD	STORM DRAIN
HCAP	HELICALLY CORRUGATED ALUMINUM PIPE
ERCPC	ELLIPTICAL REINFORCED CONCRETE PIPE
FFE	FINISH FLOOR ELEVATION
S/W	SIDEWALK
ST-50	STORM SEWER STRUCTURE NUMBER
	EROSION CONTROL
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT SEE DETAIL 6/C-700
	EX. ASPHALT PAVEMENT
	LOCATION OF GEOTECHNICAL BORINGS
	EX. SURFACE RUNOFF FLOW PATTERN

DATA TABLE

Project Name	Suzana 1	Suzana 1
Address	NA	TBA
Folio Nbr	13-27-15-06138-000-0060	13-27-15-06138-000-0060
Site Area	16739	16739
	Existing/Code - Min/Max	Proposed
Zoned District	RM-Residential MultiFamily	RM-Residential MultiFamily
Land Use	RM-Residential Medium	RM-Residential Medium
Density	15 Dwelling/Acre	15x0.39 = 6
Parking Spaces	1.75/dwelling	10
Maximum Height	45ft	17ft
Minimum Net Floor Area	600sqft	1030sqft
Building Gross Floor Area	NA	6693.98
Building Envelope Area	NA	6693.98
BLD Coverage	NA	39.99%
FAR	NA	39.99%
Impervious Surface Area	NA	11320.6
Impervious Surface Ratio	NA	67.63%
Setback		
Front	25	MIN 4
Front	25	MIN 4
Side	20	MIN 3.7
Side	20	MIN 3.4

FACILITY IMPACT TABLE

Service	Existing	Proposed	Net Change
Potable Water	0 GPD	1800 GPD	1800 GPD
Sanitary Sewer	0 GPD	1200 GPD	1200 GPD
Solid Waste	0 TPY	10950 TPY	10950 TPY
Transportation	0 TPD	44 TPD	44 TPD

NOTE:

1. THE RESIDENTS WILL BE RESPONSIBLE FOR TAKING TOTES FROM THE DESIGNATED STORAGE SPOT ONSITE TO THE STREET FOR PICKUP.
2. THE EXISTING ALLEY PROVIDING ACCESS TO THE REAR PARKING AREA MUST BE MAINTAINED AS A CLEAR DRIVE ACCESS FOR THE ENTIRE WIDTH OF THE ALLEY.
3. ALL ONSITE PARKING LOT TRAFFIC CONTROL SIGNAGE AND LIGHTING SHALL COMPLY WITH THE DESIGN STANDARDS SET IN CITY OF TARPON SPRINGS LAND DEVELOPMENT CODE SECTION 127.06.

WEST GROSS AVENUE(FIELD)GROSSE AVENUE(PLAT)

ASPHALT ROADWAY
40' RIGHT-OF-WAY

5' CONC. SIDEWALK
2' CONC. GUTTER

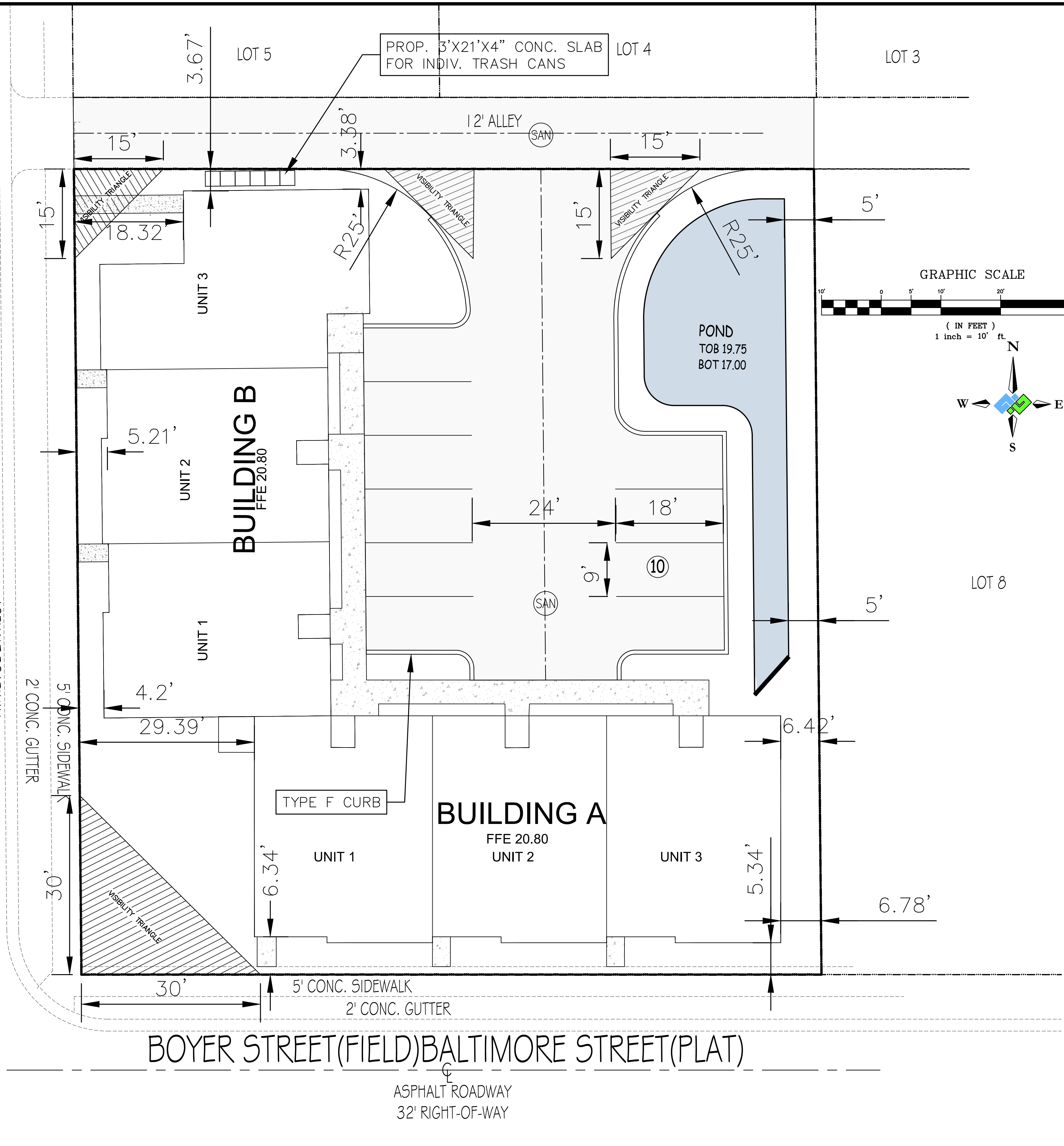
30'

VISIBILITY TRIANGLE

5' CONC. SIDEWALK
2' CONC. GUTTER

BOYER STREET(FIELD)BALTIMORE STREET(PLAT)

ASPHALT ROADWAY
32' RIGHT-OF-WAY



ISSUED FOR: PERMITTING

NO.	DATE	DESCRIPTION	BY
1	10/25/21	PRELIMINARY SITE PLAN COMMENTS	SEA
2			
3			
4			
5			
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7			
8			
9			

PROJECT NAME: SAMARA TOWNHOUSES
 PROJECT LOCATION: CITY OF TARPON SPRINGS
 SHEET NAME: SITE PLAN

DOUBLE R & D PROPERTY GROUP LLC
 PREPARED BY: GHAFARI
 ENGINEERING CONSULTING ONE PROJECT AT A TIME
 2166 W. BUCH BLVD. SUITE 200
 TAMPA, FL 33612
 WWW.GHAFARI.COM 813-295-1200

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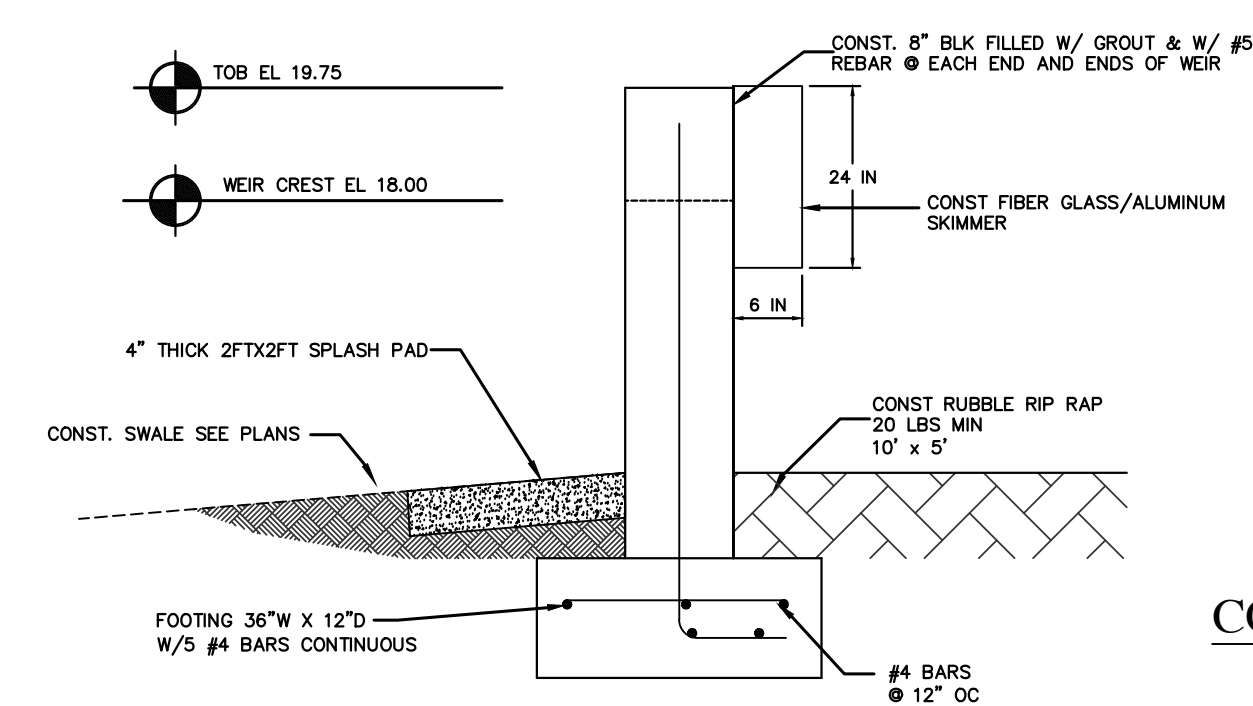
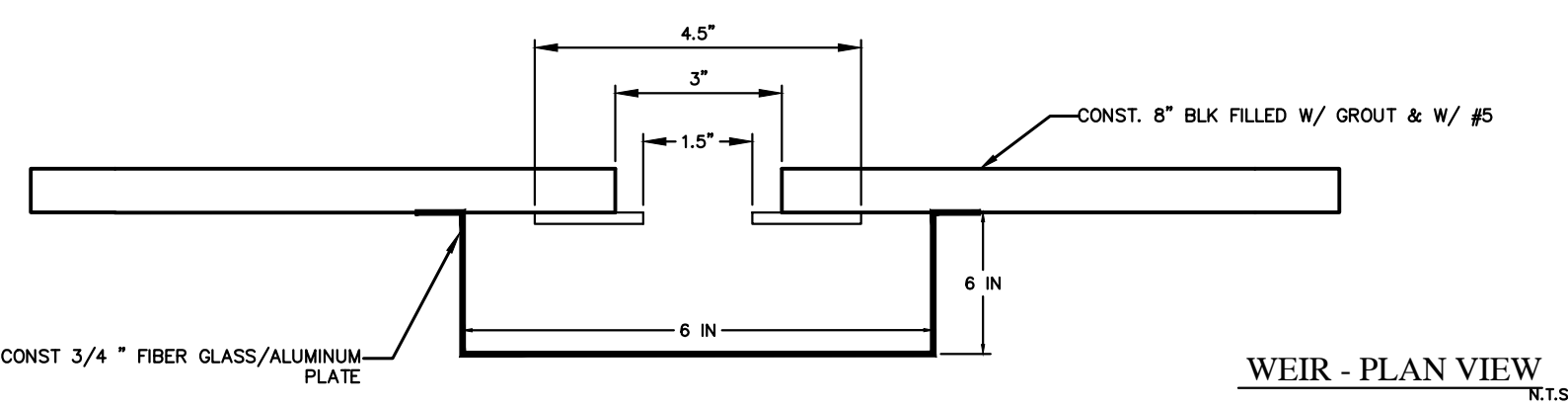
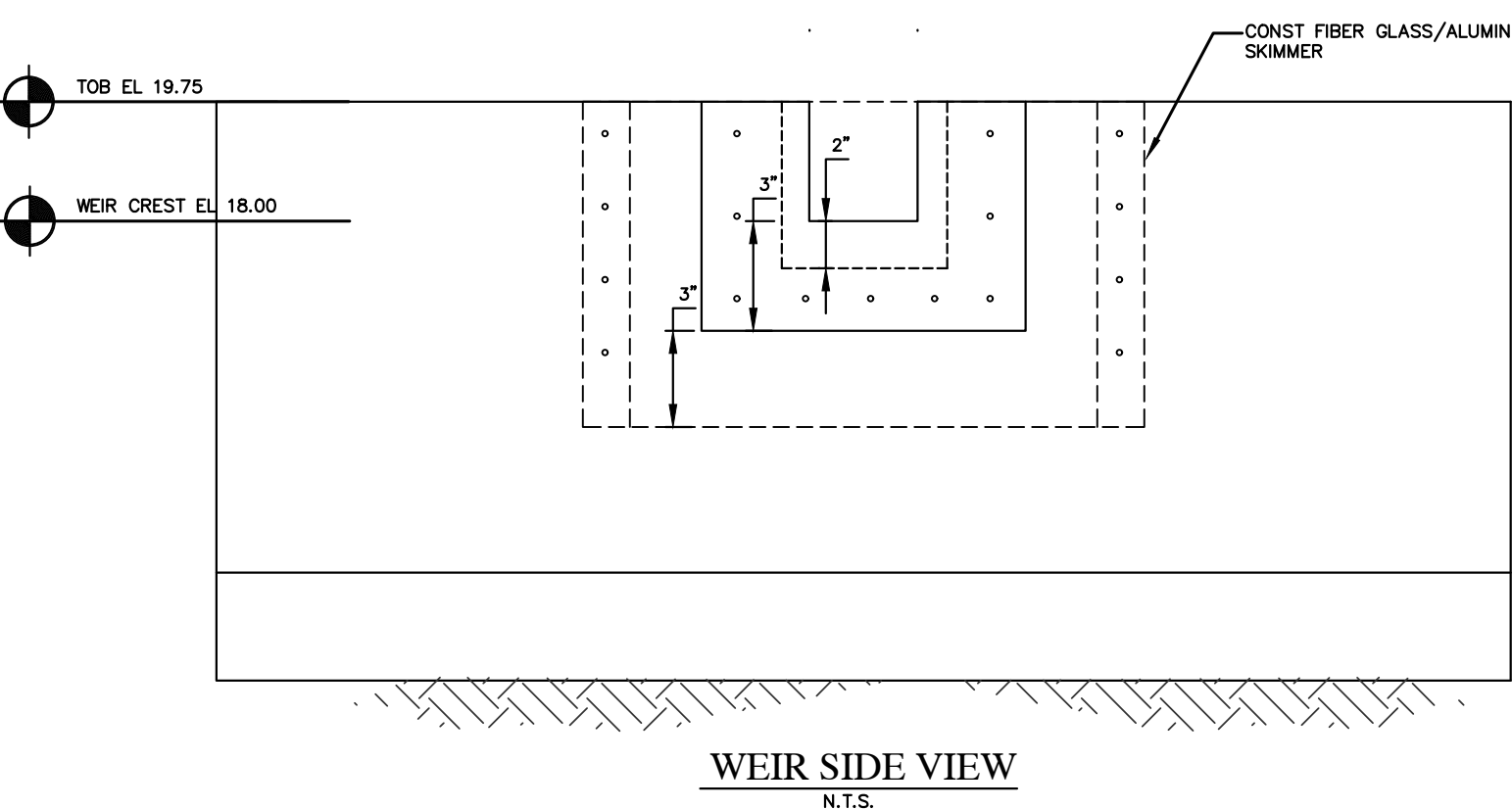
SCALE: AS SHOWN
 SHEET SIZE: D
 SHEET: C-100
 OF: 12

GRADING LEGEND

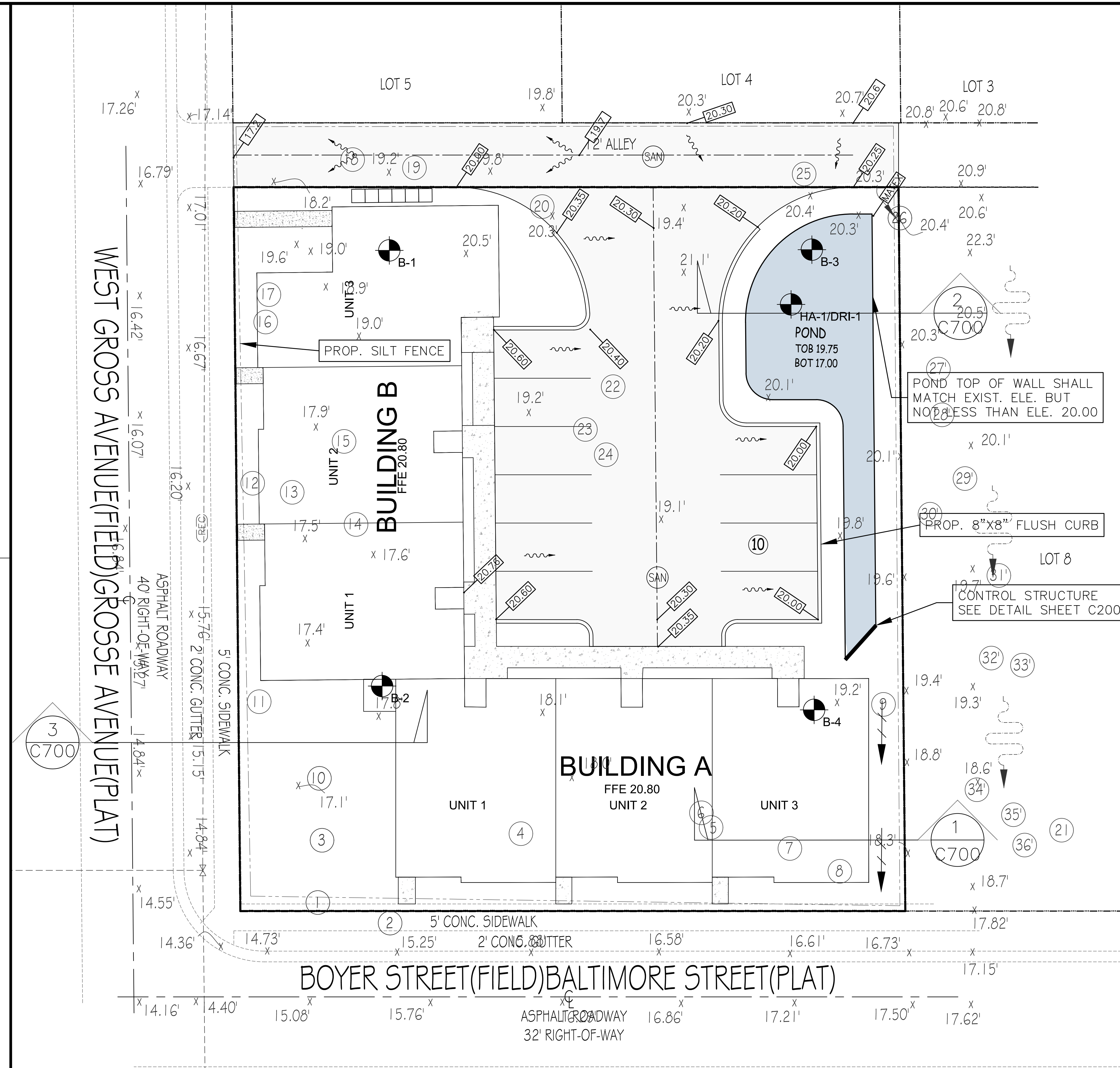
- EL ELEVATION
- TYP TYPICAL
- CO CLEANOUT
- IE INVERT ELEVATION
- HC HANDICAP
- x49.58 EXISTING ELEVATION
- 10.25 PROPOSED SPOT ELEVATION
- U DRAINAGE INLET
- M MITERED END SECTION
- PROPOSED SWALE STORMWATER FLOW
- EXISTING SWALE STORMWATER FLOW
- PROP. SURFACE STORMWATER FLOW
- ▲ DIRECTION OF STORM WATER FLOW
- SD STORM DRAIN
- HCAP HELICALLY CORRUGATED ALUMINUM PIPE
- ERCP ELLIPTICAL REINFORCED CONCRETE PIPE
- FFE FINISH FLOOR ELEVATION
- S/W SIDEWALK
- ST-50 STORM SEWER STRUCTURE NUMBER
- EROSION CONTROL
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT SEE DETAIL 6/C-700
- EX. ASPHALT PAVEMENT
- LOCATION OF GEOTECHNICAL BORINGS
- EX. SURFACE RUNOFF FLOW PATTERN

GRADING NOTES:

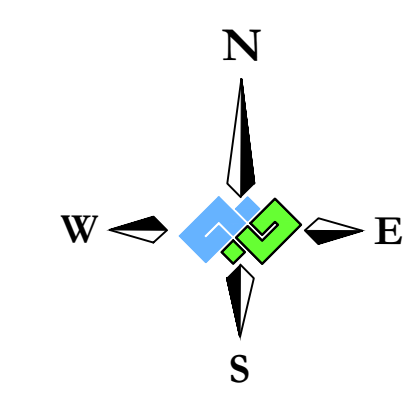
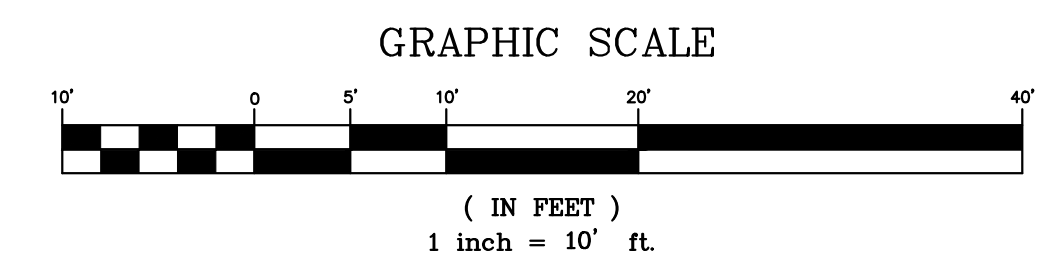
1. ALL RUNOFF FROM ROOFS AND PAVEMENTS AREAS ARE TO BE ROUTED TO THE ON-SITE POND VIA GUTTER, DOWNSPOUT AND SURFACE FLOW.
2. SOD ALL RIGHT-OF-WAY AREAS DISTURBED BY CONSTRUCTION AND NOT OTHERWISE PAVED OR PLANTED. NO MULCH SHALL BE PLACED WITHIN RIGHT-OF-WAY.



CONTROL STRUCTURE DETAILS



FLOOD ZONE: THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE X ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 12103C0019H EFFECTIVE 8/24/2021 FOR CITY OF TARPON SPRINGS, FLORIDA



ISSUED FOR:		PERMITTING	
NO.	DATE	PRELIMINARY SITE PLAN COMMENTS	DESCRIPTION
1	10/25/21		
2			
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PROJECT NAME:		SUZANA APARTMENT 1	
PROJECT LOCATION:		CITY OF TARPON SPRINGS	
SHEET NAME:		PAVING, GRADING & DRAINAGE PLAN	
PREPARED BY:		GHAFARI	
ENGINEERING CONSULTING ONE PROJECT AT A TIME™		2166 W. BUCH BLVD. SUITE 200 TARPON, FL 33612 WWW.GHAFARI.COM 813-935-1200	
PREPARED FOR:		DOUBLE R & D PROPERTY GROUP LLC	
CERTIFICATE OF PROFESSIONAL ENGINEER		NO. 12000000	
SCALE:		AS SHOWN	
SHEET SIZE:		D	
SHEET:		C-200	
OF:		12	

UTILITY LEGEND

- EXISTING SIGNAGE
- EXISTING UTILITY POLE
- EXISTING GUY W/ WIRE
- EXISTING WATER MAIN
- EXISTING SANITARY MAIN
- EXISTING OVER HEAD WIRES
- EXISTING CHECK VALVE
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING REDUCER
- EXISTING BLOWOFF
- EXISTING WATER METER
- ⊗ EXISTING SANITARY MANHOLE
- EXISTING SANITARY CLEANOUT
- SS SANITARY SEWER
- PROPOSED CLEANOUT - CO
- SSMH PROP. SANITARY SEWER MANHOLE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED REDUCER
- PROPOSED BLOWOFF
- PROPOSED WATER METER
- PROPOSED BACKFLOW PREVENTER
- WL WATER LINE
- PROPOSED DOUBLE WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED SINGLE SANITARY SERVICE
- EXIST. / PROPOSED DOUBLE SANITARY SERVICE
- PROP. SANITARY MANHOLE
- PLUG VALVE
- △ FLOW DIRECTION

EX. SANITARY MANHOLE
RIM ELEV. = 16.67
INV. E. 10' CLAY PIPE
= -2.37
INV. W. 10' CLAY PIPE
= -2.40

PROP. 3" FIRE LINE

PROP. 3" FIRE LINE

PROP. FDC

PROP. 4" BACK FLOW PREVENTOR

PROP. FHA

CONNECT PROP. 6" WL TO EXISTING WATER MAIN PER CITY STANDARDS

PROP. 4" PVC LATERAL

PROP. SMH-2
RIM EL. 21.1
INV. EL. 11.95 (S)
INV. EL. EXISTING (E,W)

78LF-8" D-3034 PVC @0.45%

PROP. SMH-1
RIM EL. 20.30
INV. EL. 16.30

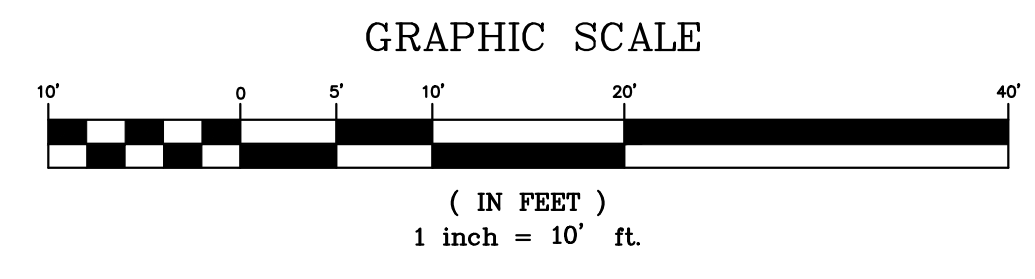
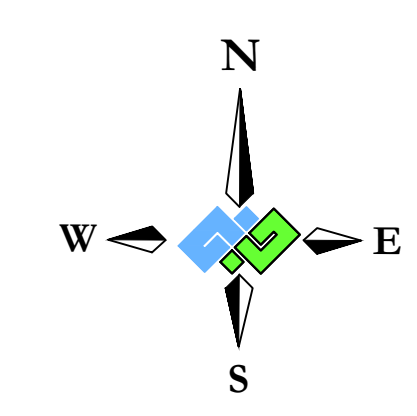
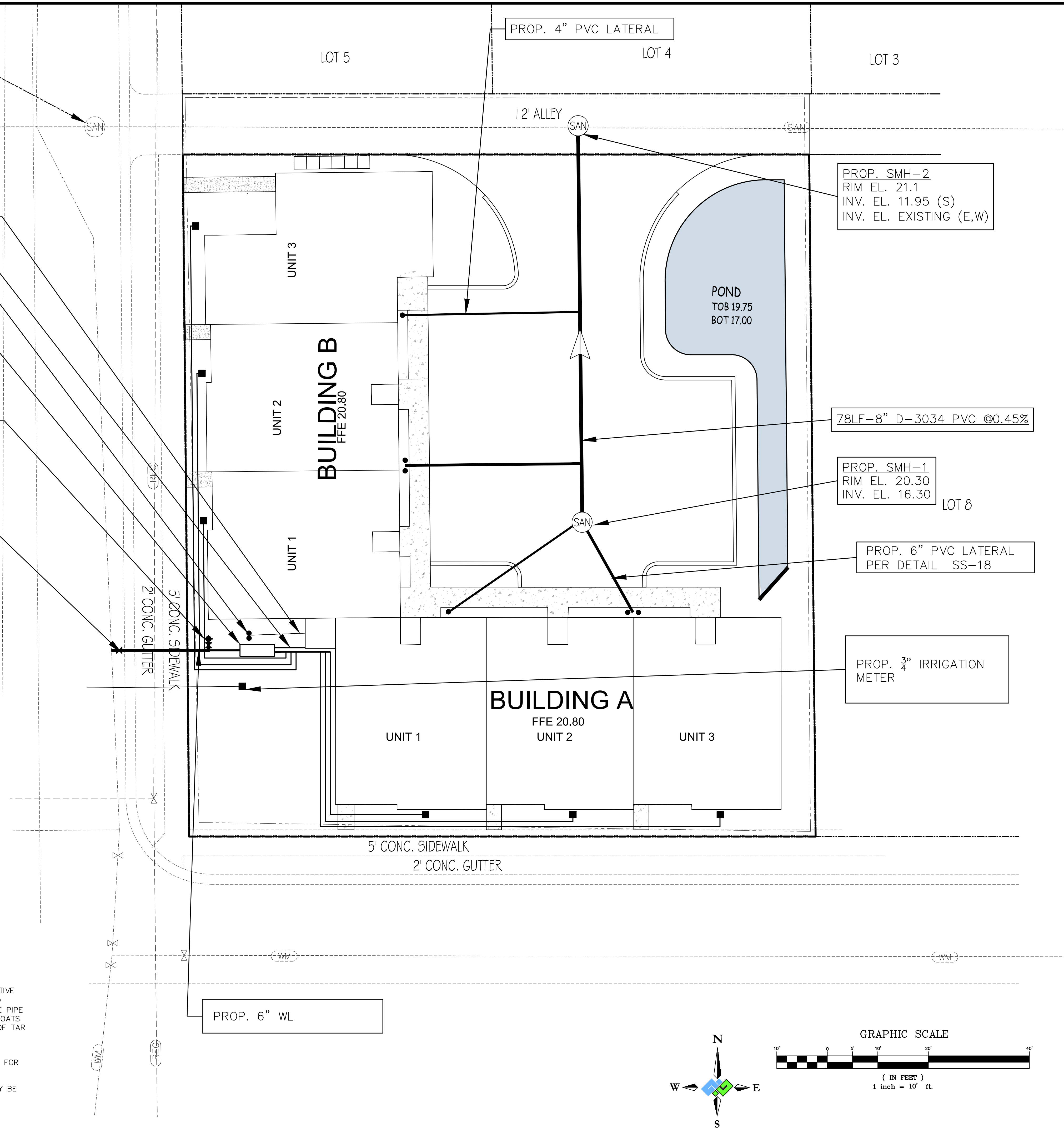
PROP. 6" PVC LATERAL PER DETAIL SS-18

PROP. 3/4" IRRIGATION METER

PROP. 6" WL

NOTES FOR SANITARY STRUCTURES

1. ALL MANHOLES SHALL BE PRECAST CONCRETE OR FIBERGLASS REINFORCED POLYESTER (FRP), UNLESS OTHERWISE SHOWN OR APPROVED BY THE ENGINEER.
2. ALL PIPE STUBS FROM PRECAST MANHOLES, FOR FUTURE CONNECTIONS, SHALL BE INSTALLED WITH REMOVABLE WATERTIGHT PLUGS, PLACED FROM WITHIN THE MANHOLE.
3. ALL TYPE I CONE SECTIONS SHALL BE CONCENTRIC WITH RING CASTING CENTERED IN STRUCTURE, UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER.
4. THE CONE SECTION OF TYPE I PRECAST MANHOLE SHALL BE PRECAST.
5. NO PIPE SHALL BE IN THE MANHOLE CONE SECTION.
6. ALL MANHOLES WITH SLAB TOP SHALL BE TYPE II, SEE STANDARD DETAIL-TYPE II MANHOLE TOP SLAB.
7. A DROP MANHOLE SHALL BE REQUIRED WHEN THE INVERT OF ANY INCOMING PIPE IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. ALL DROP PIPE SHALL BE ON THE OUTSIDE OF THE MANHOLE.
8. PRIOR TO PRECASTING STRUCTURES THE PRECASTER SHALL SUBMIT SITE SPECIFIC INDIVIDUAL SHOP DRAWINGS FOR APPROVAL. SHOP DRAWINGS SUBMITTED FOR NONSTANDARD STRUCTURES OR STRUCTURES THAT DEVIATE FROM THE STANDARD DETAILS MUST BE DESIGNED AND CERTIFIED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
9. PRECAST MANHOLES SHALL CONSIST OF A MINIMUM NUMBER OF SECTIONS, AS APPROVED BY THE ENGINEER.
10. ALL PRECAST STRUCTURES SHALL HAVE AN INTEGRAL FLOOR AND BASE RISER SECTION, SEE STANDARD DETAIL-TYPE I AND II MANHOLE BASE AND WALL.
11. FOR PRECAST STRUCTURE JOINT, SEE STANDARD DETAIL-PRECAST STRUCTURE JOINT ASSEMBLY.
12. ALL EXPOSED EDGES TO HAVE A 3/4" CHAMFER.
13. FOR THE APPLICABLE RING AND COVER, SEE STANDARD DETAIL-MANHOLE RING AND COVER CASTING.
14. PRECAST BASE SECTION SHALL BE INSTALLED ON A CONCRETE MAT WITHIN 2 HOURS OF PLACEMENT OF MAT.
15. ALL BRICK SHALL BE CLAY BRICK AND SHALL HAVE A MINIMUM 3/4" CEMENT PLASTER ON ALL SURFACES.
16. BENCH SHALL SLOPE @ 1: 12 MINIMUM.
17. A PROTECTIVE COATING SHALL BE APPLIED TO THE INSIDE AND OUTSIDE SURFACES OF STRUCTURES, EXCEPT FRP'S. THE PROTECTIVE COATING SHALL COVER THE COMPLETE EXTERIOR AND INTERIOR SURFACE OF THE STRUCTURE, (INCLUDING CONE SECTIONS, RISERS, AND INVERT) FROM THE BOTTOM SLAB TO THE GROUND SURFACE EXCLUDING THE COVER CASTING, LID, AND THE HORIZONTAL PLANE OF THE PIPE PENETRA TIONS OR CUT OPENINGS. THE UNDERSIDE OF THE BOTTOM SLAB MAY ALSO BE EXCLUDED AT THE CONTRACTORS OPTION. 2 COATS OF THE PROTECTIVE COATING SHALL BE APPLIED TO THE INSIDE, AND 1 SHALL BE APPLIED TO THE OUTSIDE. THE COATING SHALL BE OF TAR EPOXY, KOP-COAT BITUMASTIC 300-M OR APPROVED EQUAL. EACH COATING SHALL YIELD A FINAL DRY FILM 9 MILS IN THICKNESS.
18. PRIOR TO MANUFACTURING OF FRP MANHOLE, MANUFACTURER SHALL SUBMIT SIGNED AND SEALED SHOP DRAWINGS FOR THE DESIGN OF INVERT AND BENCH AREA, PIPE CONNECTIONS, FABRICATION DETAILS AND INSTALLATION METHODS FOR APPROVAL.
19. FOR FRP MANHOLES A FIBERGLASS ENCLOSED INVERT AND BENCH MAY BE INSTALLED BY THE MANUFACTURER OR CONCRETE MAY BE USED FOR THE BENCH AREA AND INVERT, AS DIRECTED BY THE ENGINEER
20. FRP STIFFENING RIBS ARE REQUIRED AT 10' DEPTH OR MORE.



ISSUED FOR: **PERMITTING**

NO.	DATE	DESCRIPTION	BY
9			
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1			

PROJECT NAME: SUZANA APARTMENT 1
PROJECT LOCATION: CITY OF TARPON SPRINGS
SHEET NAME: UTILITY PLAN

PREPARED FOR: DOUBLE R & D PROPERTY GROUP LLC
PREPARED BY: GHAFARI ENGINEERING CONSULTING ONE PROJECT AT A TIME
2166 W. BUCH BLVD. SUITE 200
TARPON, FL 33614
WWW.GHAFARI.COM 813-295-1200

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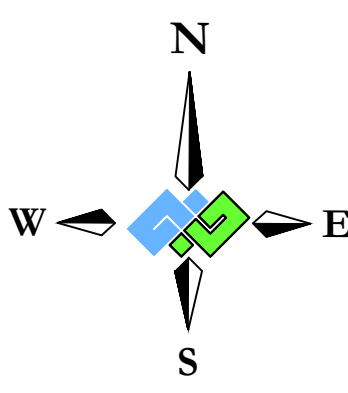
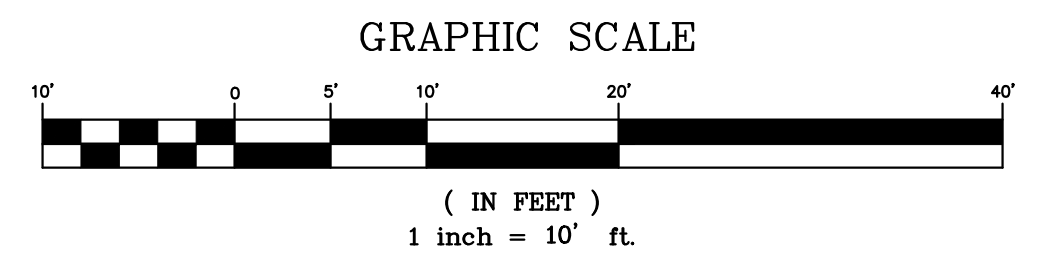
SCALE: AS SHOWN
SHEET SIZE: D
SHEET: C-300
OF: 12

NO.	DATE	DESCRIPTION	BY
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PROJECT NAME: **SUZANA APARTMENT 1**
 PROJECT LOCATION: **CITY OF TARPON SPRINGS**
 SHEET NAME: **LANDSCAPE PLAN**

PREPARED FOR: **DOUBLE R & D PROPERTY GROUP LLC**
 PREPARED BY: **GHAFARI ENGINEERING CONSULTANTS**
 2166 W. BUCH BLVD. SUITE 200
 TARPON SPRINGS, FL 33564
 WWW.GHAFARI.COM 813-935-1200

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 SCALE: **AS SHOWN** SHEET SIZE: **D**
 SHEET: **C-401** OF: **12**



PLANT LIST

SYM	QTY	BOTANICAL/COMMON NAME	
□	TBD	CORD GRASS	24" HT. 36" O.C.
○	TBD	VIBURNUM OBOVATUM/WALTER'S VIBURNUM	24" HT. 36" O.C.
⊙	1	QUERCUS VIRGINIANA / LIVE OAK (SHADE)	6-8' HT., 2" dbh 11 GAL. CONTAINER
⊙	5	MAGNOLIA GRANDIFLORA / MAGNOLIA (SHADE)	6-8' HT., 2" dbh 11 GAL. CONTAINER
⊙	4	LAGERSTROEMIA INDICA / CRAPE MYRTLE (ORNAMENTAL)	6-8' HT., 2" caliper 11 GAL. CONTAINER @ 8' O.C.
⊙	TBD	BAHIA	

NOTES:

- ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
- PRUNING OF A GRAND OAK, WITH THE EXCEPTION OF MINOR PRUNING, IS PROHIBITED UNLESS CONDUCTED IN ACCORDANCE WITH THE ANSI-A-300 PRUNING STANDARDS, AND PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA). A NOTARIZED AFFIDAVIT AFFIRMING AN ISA CERTIFIED ARBORIST OR AN ASCA REGISTERED CONSULTING ARBORIST WILL CONDUCT OR PROVIDE ONSITE SUPERVISION OF THE PRUNING SHALL BE SUBMITTED TO THE COUNTY PRIOR TO THE PRUNING OF A GRAND OAK. AN ISA CERTIFIED ARBORIST OR AN ASCA REGISTERED CONSULTING ARBORIST CONTRACTED BY A PROPERTY OWNER TO PRUNE A GRAND OAK SHALL ASSUME FULL RESPONSIBILITY FOR ALL PRUNING ACTIVITIES DETERMINED IN NONCOMPLIANCE WITH STANDARDS SPECIFIED WITHIN THE LAND DEVELOPMENT CODE.
- MINOR PRUNING: THE PRUNING OF A TREE BY THE REMOVING BRANCHES MEASURED NO GREATER THAN THREE INCHES IN DIAMETER AT THE POINT OF CONNECTION TO A SUPPORTING BRANCH AND IN ACCORDANCE TO THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
- DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, WITHIN THE DRIPLINE OF A TREE REMAINING ON SITE, UNLESS OTHERWISE APPROVED BY THE ADMINISTRATOR: IT SHALL BE UNLAWFUL TO REMOVE VEGETATION, EXCEPT BY HAND, BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE.
- ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATIVE MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE. SODDING, PLUGGING, SPRIGGING OR SEEDING IS ACCEPTABLE FOR STABILIZATION; HOWEVER, SODDING MAY BE REQUIRED IN AREAS OF EROSION-PRONE SOILS OR WHERE SLOPES ARE GREATER THAN 5:1. VEGETATION OTHER THAN GRASS IS ACCEPTABLE UNLESS OTHERWISE SPECIFIED.
- ALL AREAS NOT SHOWN WITH GROUND COVER, SHRUBS, OR TREES SHALL BE BAHIA SOD FOR EROSION CONTROL.
- IN ORDER TO COMPLY WITH SECTION 4.01.05.A OF THE CITY OF TARPON SPRINGS LAND DEVELOPMENT CODE TO MINIMIZE SOIL EROSION PROPOSED LAND ALTERATION ACTIVITIES SHALL NOT UNNECESSARILY REMOVE EXISTING VEGETATION AND ALTER EXISTING TOPOGRAPHY. ADEQUATE PROTECTION MEASURES (I.E., HAY BALES, BAFFLES, SODDING AND SANDBAGGING) SHALL BE PROVIDED, AS NECESSARY, TO MINIMIZE EROSION AND DOWNSTREAM SEDIMENTATION CAUSED BY SURFACE WATER RUN-OFF ON EXPOSED LAND SURFACES.
- FOR COMMERCIAL SITE DEVELOPMENT PROJECTS, NO MORE THAN 50% OF THE LANDSCAPED AREA MAY BE PLANTED WITH SHALLOW-ROOTED (I.E. ST. AUGUSTINE) TURF GRASS VARIETIES. THESE TURF GRASS VARIETIES SHALL BE CONSOLIDATED IN AND LIMITED TO AREAS THAT ARE PROVIDED WITH CENTRAL AUTOMATIC IRRIGATION SYSTEMS.
- THE CONSTRUCTION OF ALL ABOVE GROUND UTILITY APPURTENANCES VISIBLE FROM THE PUBLIC RIGHT-OF-WAY SUCH AS PEDESTALS, UTILITY METERS, TRANSFORMERS, BACK-FLOW PREVENTION DEVICES, ETC. FOR NEW DEVELOPMENT OR REDEVELOPMENT ACTIVITIES SHALL CONFORM TO SCREENING REQUIREMENTS AS OUTLINED IN SECTION 6.06.06.C.10 OF THE LAND DEVELOPMENT CODE. PLANT LOCATION MUST BE CONSIDERATE OF REQUIRED SPATIAL SEPARATIONS FROM A FIRE FLOW PROTECTION APPLIANCE IN ACCORDANCE TO THE UNIFORM FIRE CODE.

LANDSCAPE CALCULATIONS

Minimum Tree Planting as per LDC § 134.04
 Lot Size (gross area in square feet) --> Tree Planting Minimum Requirements
 0--6,000 --> 2
 6,001--10,000 --> 4
 10,001--11,000 --> 6
 Over 11,000 --> 8*
 *(One for each 2,000 square feet, or portion thereof, in excess of 11,000 square feet.)

Lot size: 16739 sqft
 Number of trees required: 8.36 Tree

Retention/Detention Ponds as per LDC § 134.07
 The number of required trees shall be determined by calculating 20% of the area of the retention/detention pond at the top of bank then dividing by 300 square feet per tree.

Pond area: 1031.59 SF. 20% = 206 sf
 Number of trees required: 1 Tree

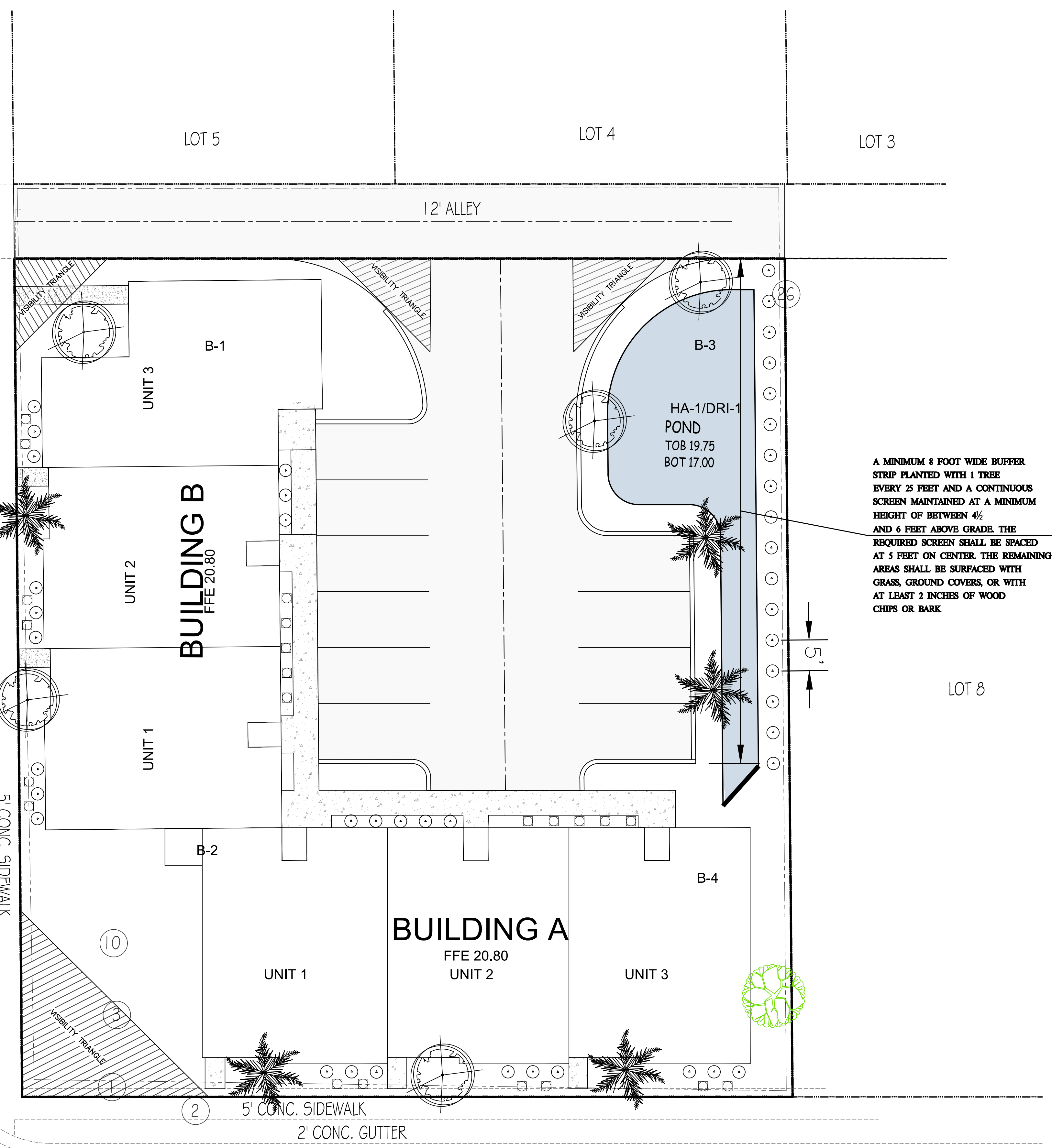
TOTAL NUMBER OF TREES REQUIRED
 8.36+1=9.36
10 TREE

TOTAL NUMBER OF TREES PROVIDED:
10 TREE

PROPOSED GENERAL NOTES FOR PLANTING

- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. SOAK IMMEDIATELY WITH WATER FOLLOWING PLANTING. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE. SCARIFY BASE OF PLANT PIT TO A DEPTH OF 8" MINIMUM. DO NOT BREAK ROOT BALL.
- ALL AREAS OF NEW PLANTING SHALL BE MULCHED WITH GRADE 'A' PINE BARK MULCH OR APPROVED EQUIVALENT AS MANDATED BY CITY OF TARPON SPRINGS. AREAS NOT PLANTED WITH TREES, SHRUBS, OR GROUND COVERS SHALL BE SODDED WITH BAHIA SOD. CONTRACTOR SHALL INSTALL NEW IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS.

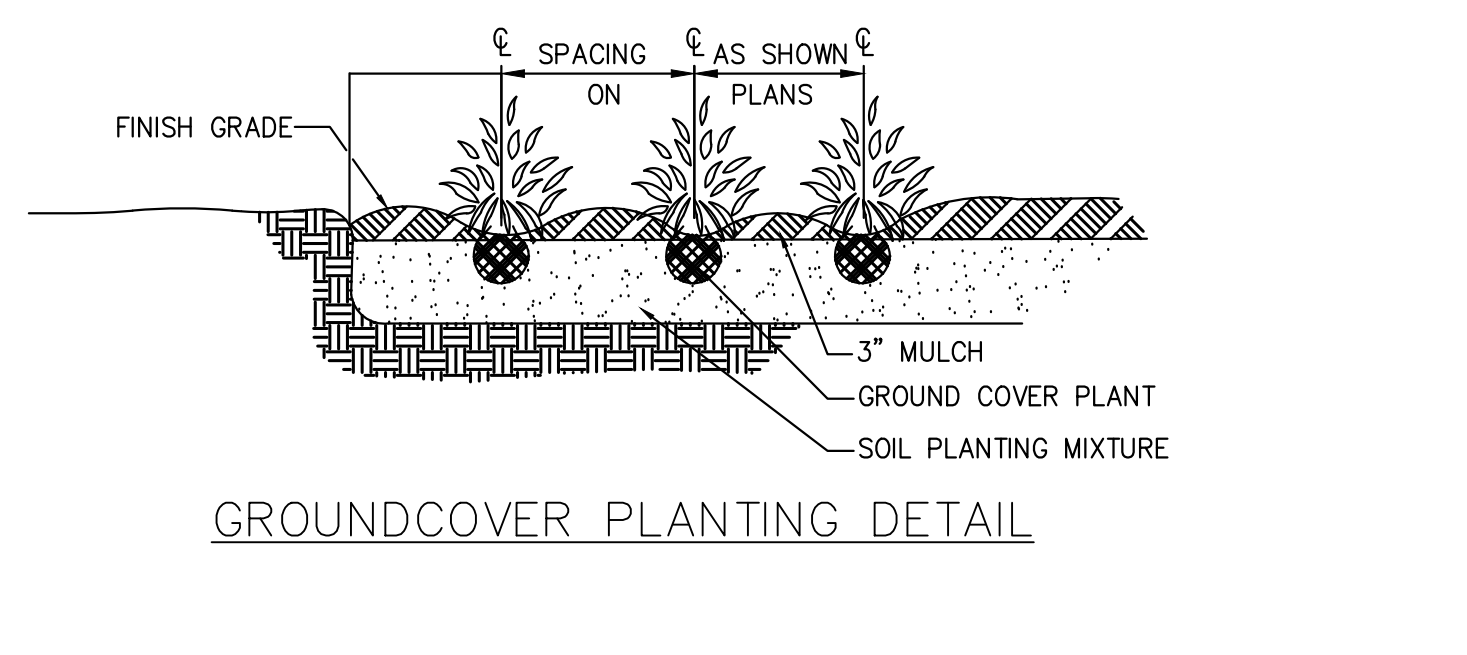
WEST GROSS AVENUE(FIELD)GROSSE AVENUE(PLAT)



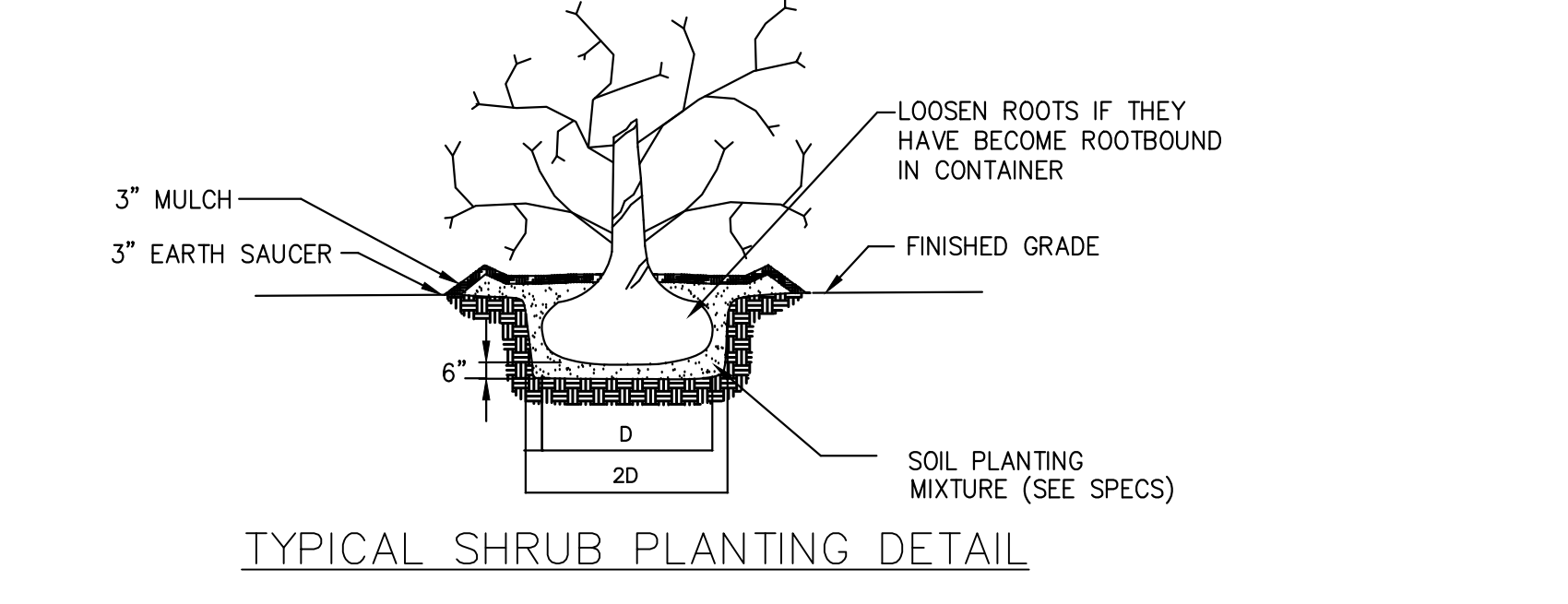
A MINIMUM 8 FOOT WIDE BUFFER STRIP PLANTED WITH 1 TREE EVERY 25 FEET AND A CONTINUOUS SCREEN MAINTAINED AT A MINIMUM HEIGHT OF BETWEEN 4/2 AND 6 FEET ABOVE GRADE. THE REQUIRED SCREEN SHALL BE SPACED AT 5 FEET ON CENTER. THE REMAINING AREAS SHALL BE SURFACED WITH GRASS, GROUND COVERS, OR WITH AT LEAST 2 INCHES OF WOOD CHIPS OR BARK

BOYER STREET(FIELD)BALTIMORE STREET(PLAT)

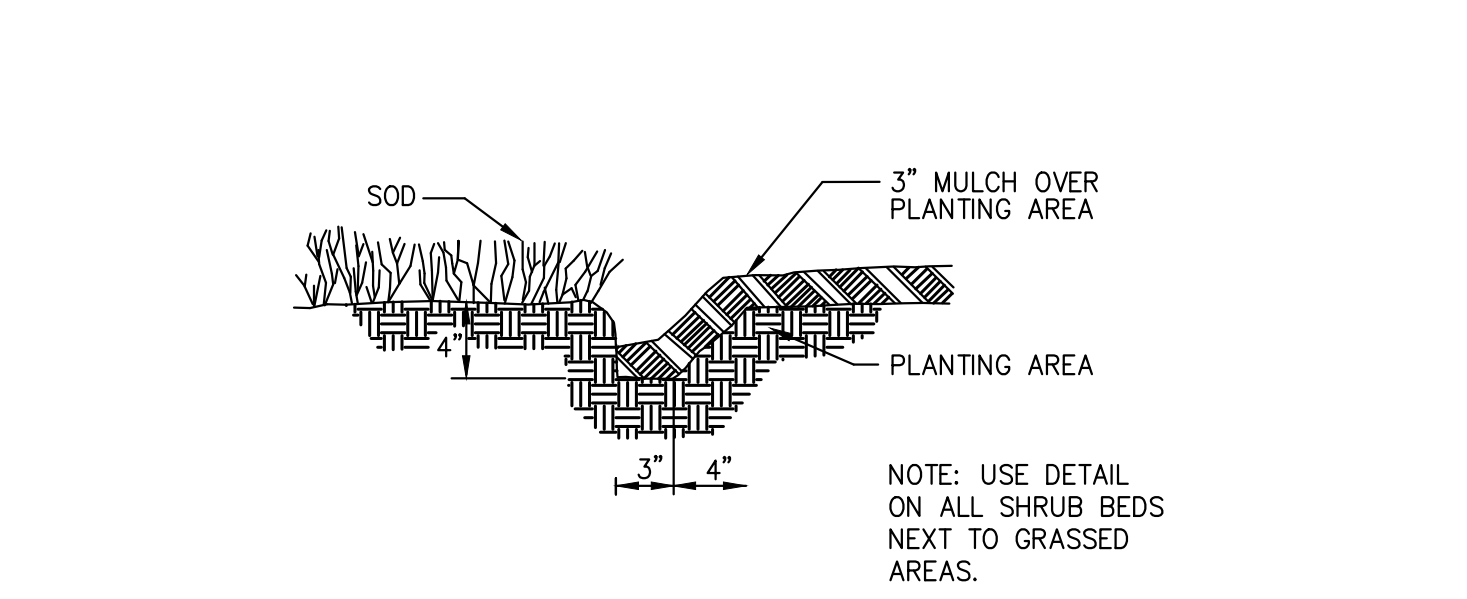
ASPHALT ROADWAY
 32' RIGHT-OF-WAY



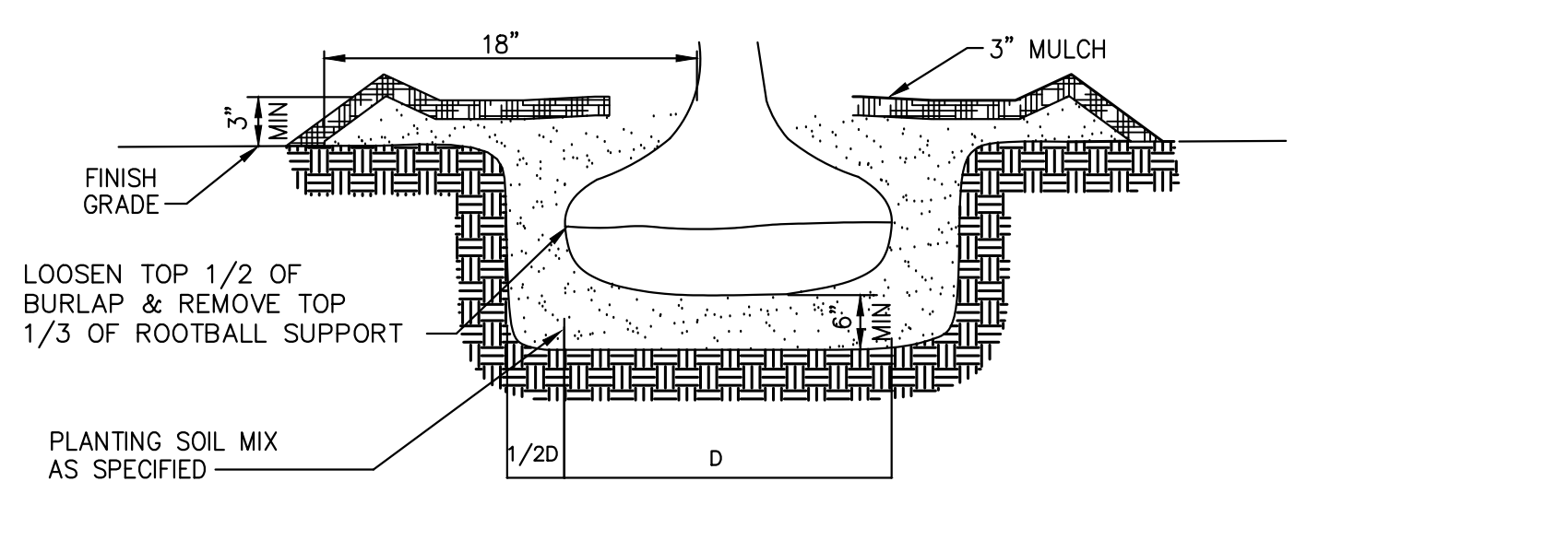
GROUNDCOVER PLANTING DETAIL



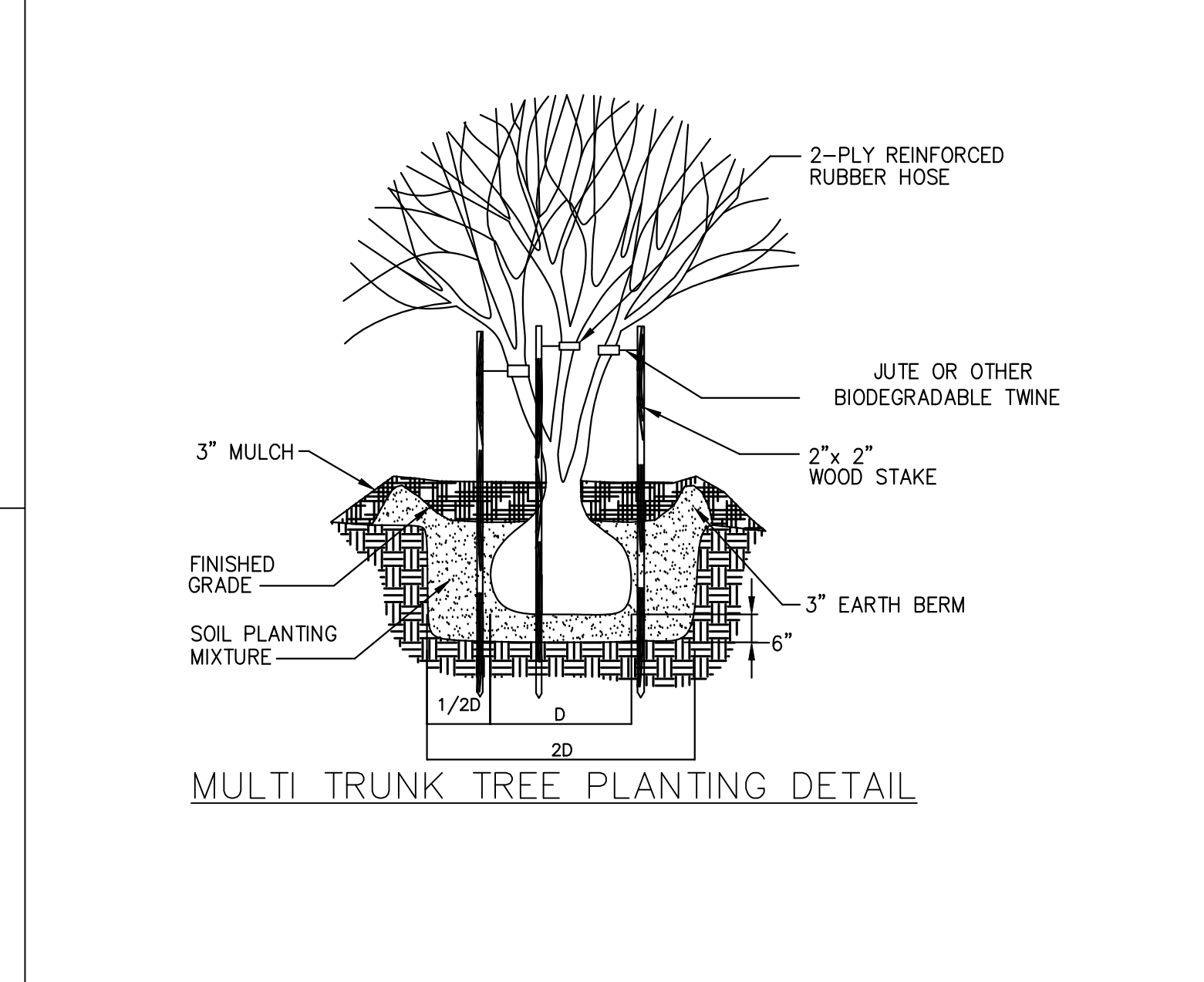
TYPICAL SHRUB PLANTING DETAIL



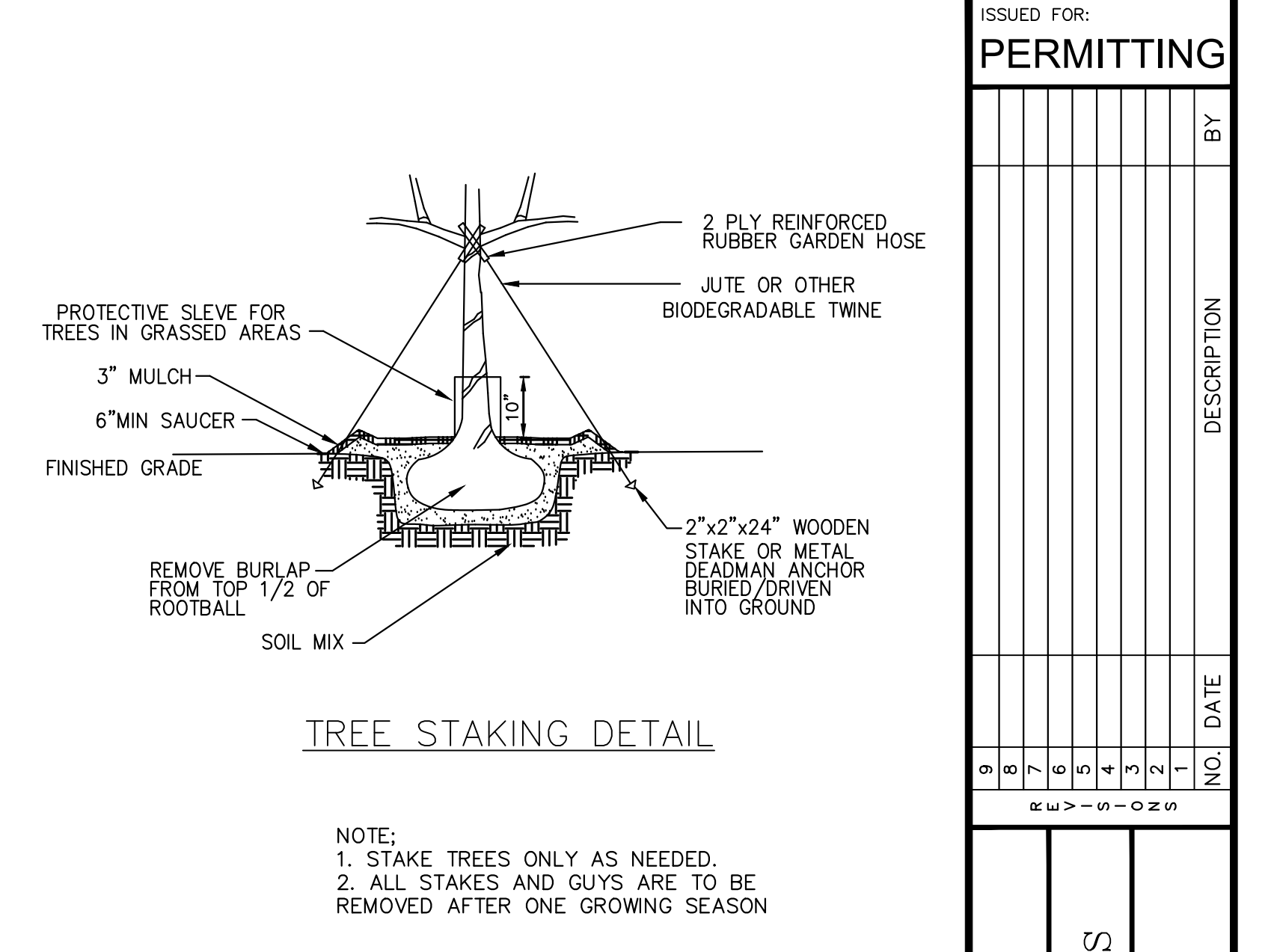
LAWN/PLANTING AREA EDGING DETAIL



TREE PIT DETAIL



MULTI TRUNK TREE PLANTING DETAIL



TREE STAKING DETAIL

NOTE:
1. STAKE TREES ONLY AS NEEDED.
2. ALL STAKES AND GUYS ARE TO BE REMOVED AFTER ONE GROWING SEASON

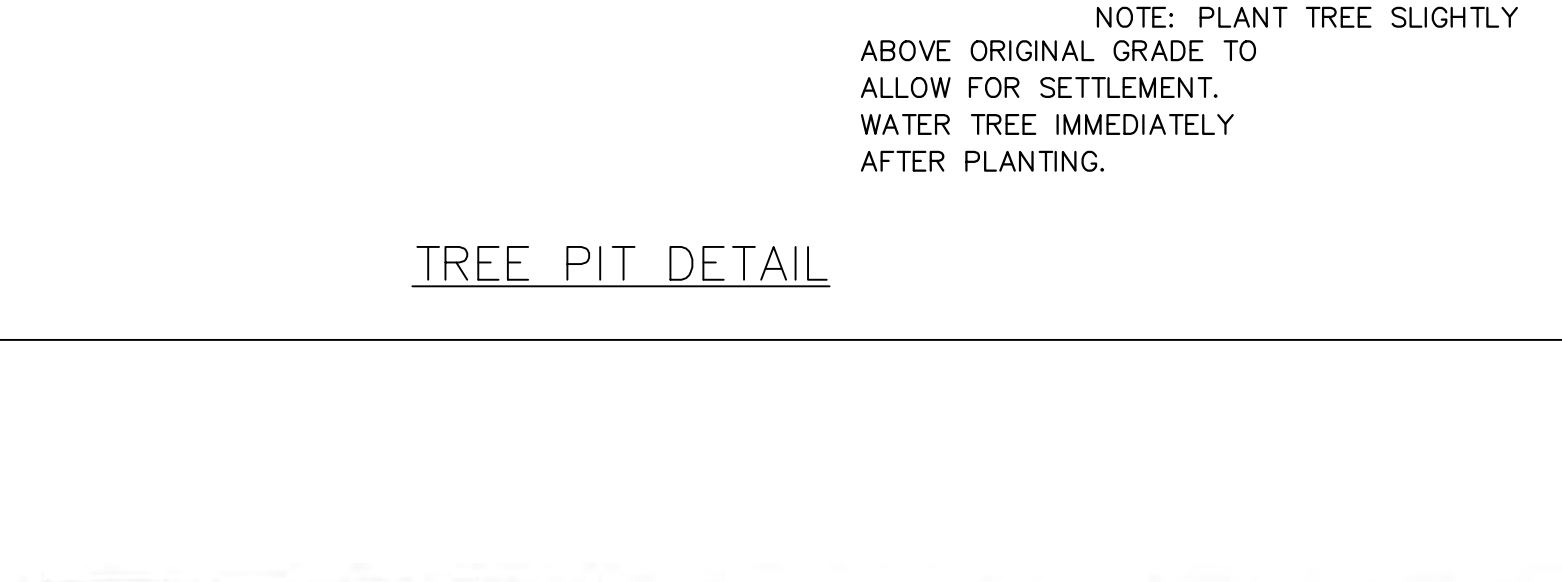


STANDARD SILT FENCE (18" HIGH)

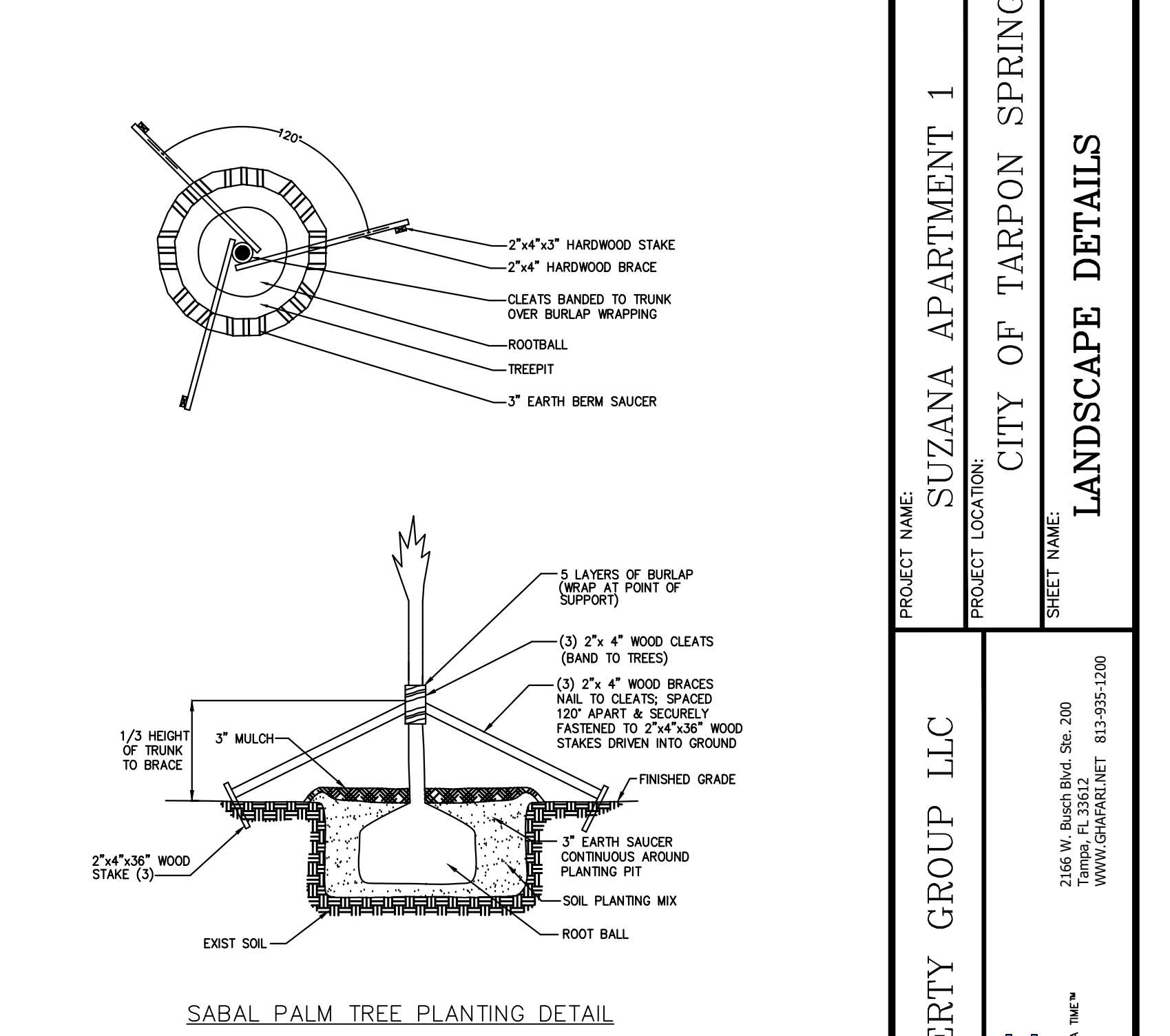
JOINING FENCE SECTIONS

*STAKES SPACED @ 8' MAX. USE 2"x2" (± 1/8") WOOD OR EQUIVALENT STEEL (U OR T) STAKES.

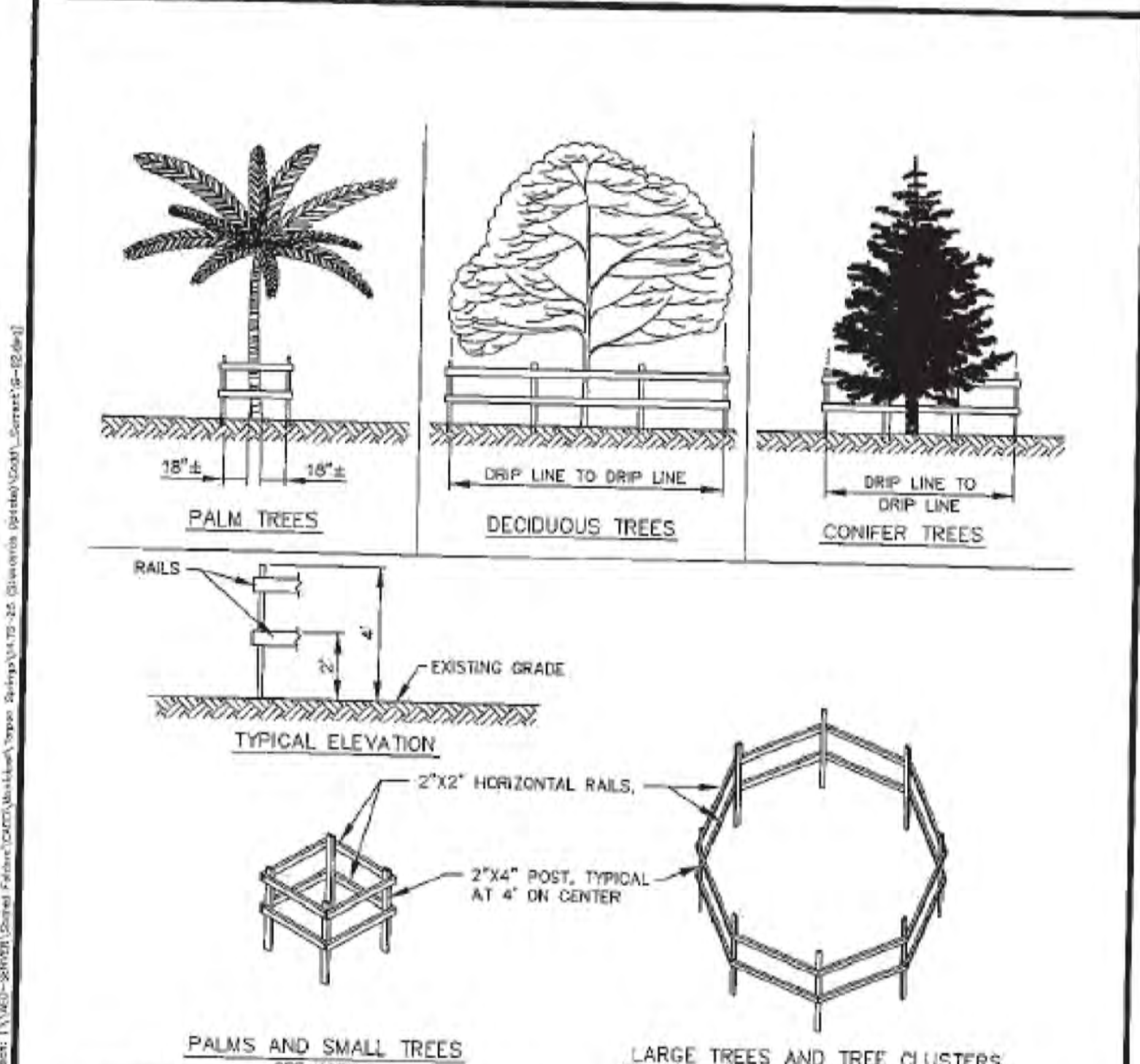
FABRIC WIDTH SHALL BE 30" MINIMUM. STAKES SHALL BE HARDWOOD OR EQUIVALENT STEEL (U OR T) STAKES.
SILT FENCE SHALL BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE FENCE SHALL BE EXTENDED AT LEAST 6 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT.
SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
ANY SECTION OF SILT FENCE WHICH HAS BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY REPLACED WITH A ROCK FILTER.
FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN TRIBUTARY AREA IS PERMANENTLY STABILIZED.



RETAINING WALL DETAIL

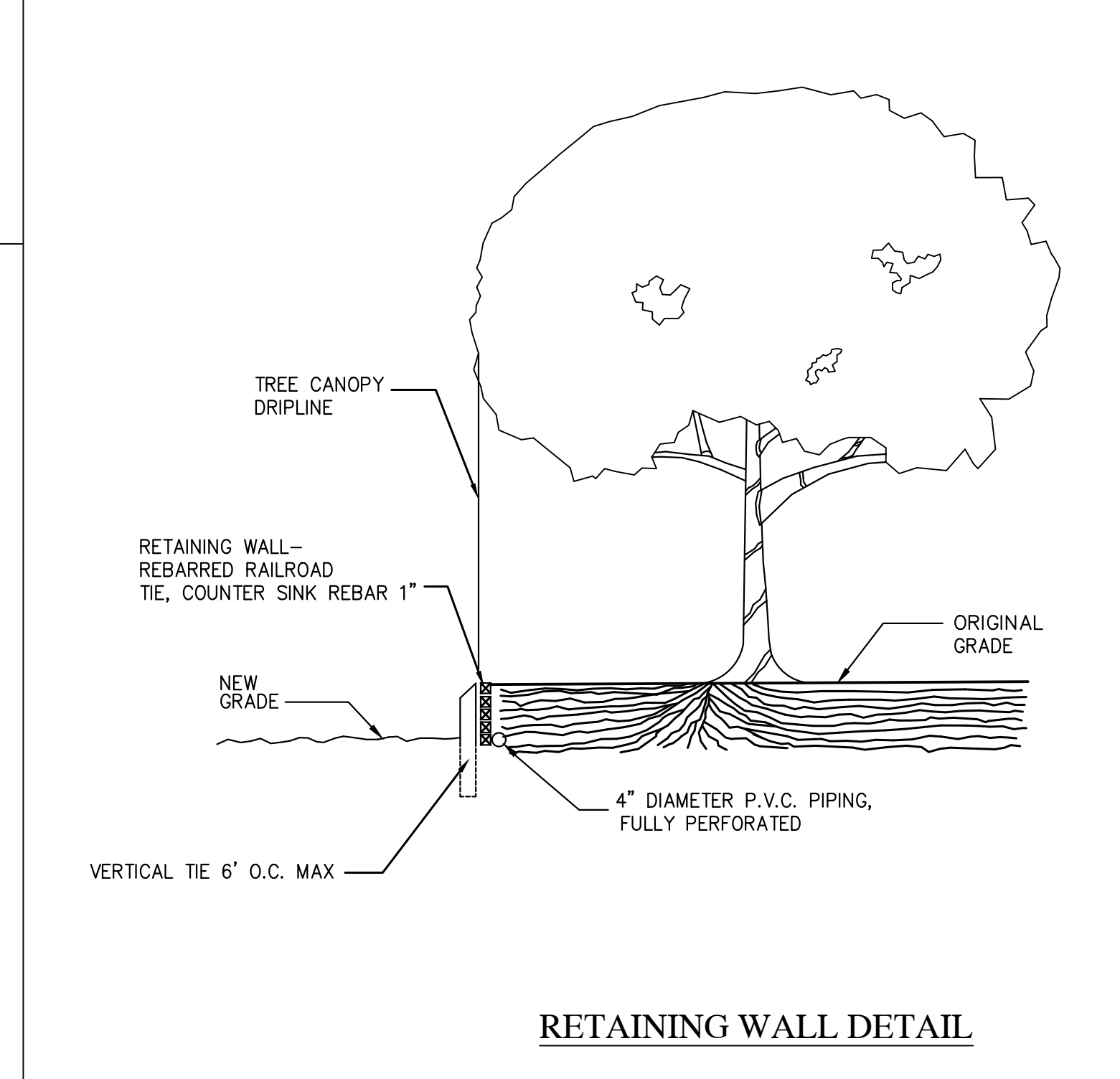


SABAL PALM TREE PLANTING DETAIL



PALMS AND SMALL TREES SEE NOTE 5
LARGE TREES AND TREE CLUSTERS SEE NOTE 5

NOTES:
1. NO TRUCKS OR HEAVY EQUIPMENT ALLOWED WITHIN BARRIERS. ONLY HAND LABOR ALLOWED.
2. NO CONSTRUCTION MATERIALS, SOIL DEPOSITS, OR SOLVENTS SHALL BE ALLOWED INSIDE BARRIERS.
3. BARRIERS ARE TO BE IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITIES NEAR TREES.
4. BARRIERS ARE TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION, AND HEAVY EQUIPMENT ARE REMOVED FROM THE AREA.
5. FOR SINGULAR PALM TREES AND TREES FROM 1" TO 8" DBH.
6. FOR LARGER TREES LARGER THAN 8" DBH AND TREE CLUSTERS THAT NEED BARRIERS.



Development and redevelopment on parcels shall comply with the following tree protection requirements:

- (A) It shall be unlawful for any person in the construction of any structures or other improvements to place solvents, material, construction machinery, or temporary soil deposits within 6 feet or 1/4 of the drip line, as defined herein, whichever is greater, of any protected tree.
- (B) Before development, land clearing, filling or any land alteration, a permit shall be required and suitable protective barriers shall be erected by the developer. The Protective barricades shall be placed around all Protected Trees, and all other protected vegetation including wetlands during site clearing to create a protective radius and shall remain in place until land alteration, site clearing and construction activities are complete. Barricades for the protective radius shall be erected at a minimum distance of twenty (20) feet from the edge of the trunk of protected trees. These protective structures shall remain until such time as they are authorized to be removed by the City Staff or until the issuance of a final Certificate of Occupancy. Also, during construction, no attachments or wires shall be attached to any tree so protected. Wood or metal shall be utilized in the construction of barriers except in the following cases:
 - 1. Road right-of-way or utility easements may be ribboned by placing stakes a maximum of 30 feet apart and tying ribbon, plastic tape, or rope from stake to stake along the outside perimeters of such areas to be cleared.
 - 2. Large property areas separate from the construction or land clearing area into which no equipment will venture may also be barricaded as described in part (1) above.
 - 3. Wetlands must include silt screens placed landward of the jurisdictional line in addition to other required barricades.

- Installation of artificial barriers such as protective barricades, fences, posts or walls shall not destroy or irreversibly harm the root system of Protected Trees. Footers for walls shall end at the point where larger roots are encountered, and the roots shall be bridged. Post holes and trenches located close to Protected Trees shall be adjusted to avoid damage to major roots.
- (A) Installation of artificial barriers such as protective barricades, fences, posts or walls shall not destroy or irreversibly harm the root system of Protected Trees. Footers for walls shall end at the point where larger roots are encountered, and the roots shall be bridged. Post holes and trenches located close to Protected Trees shall be adjusted to avoid damage to major roots.
- (B) All roots to be removed during the site clearing phase shall be severed clean at the perimeter of the designated protective radius.
- (C) A two-inch layer of mulch shall be applied over the surface of exposed roots of Protected Trees during the site clearing phase.
- (D) A protective dry well and drainage/aeration system shall be provided where Protected Trees will be adversely affected by raising the grade.
- (E) A protective retaining wall shall be constructed at the perimeter of the protective radius around a Protected Tree where the Protected Tree will be adversely affected by lowering the grade.
- (F) All trimming of Protected Trees during development shall be done by an ISA certified Arborist.

CITY OF TARPON SPRINGS
PINELLAS COUNTY, FLORIDA
SILT FENCE INSTALLATION DETAIL
DATE: 12/15/15
SCALE: G-01
SHEET: N.T.S. 1 OF 1

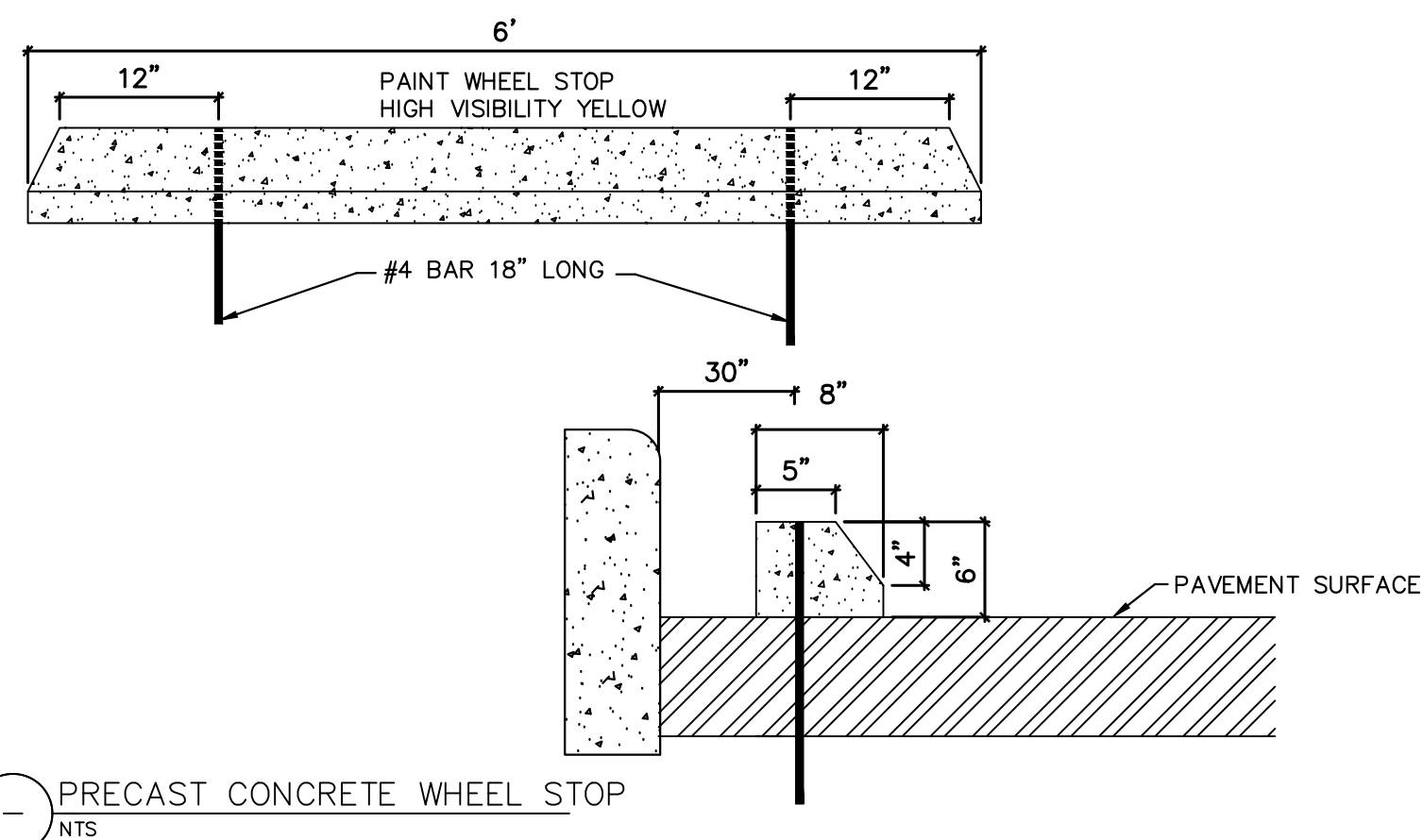
CITY OF TARPON SPRINGS
PINELLAS COUNTY, FLORIDA
TREE PROTECTION FENCE BARRIERS DETAIL
DATE: 12/15/15
SCALE: G-02
SHEET: N.T.S. 1 OF 1

ISSUED FOR:		PERMITTING
NO.	DATE	DESCRIPTION
9		
8		
7		
6		
5		
4		
3		
2		
1		

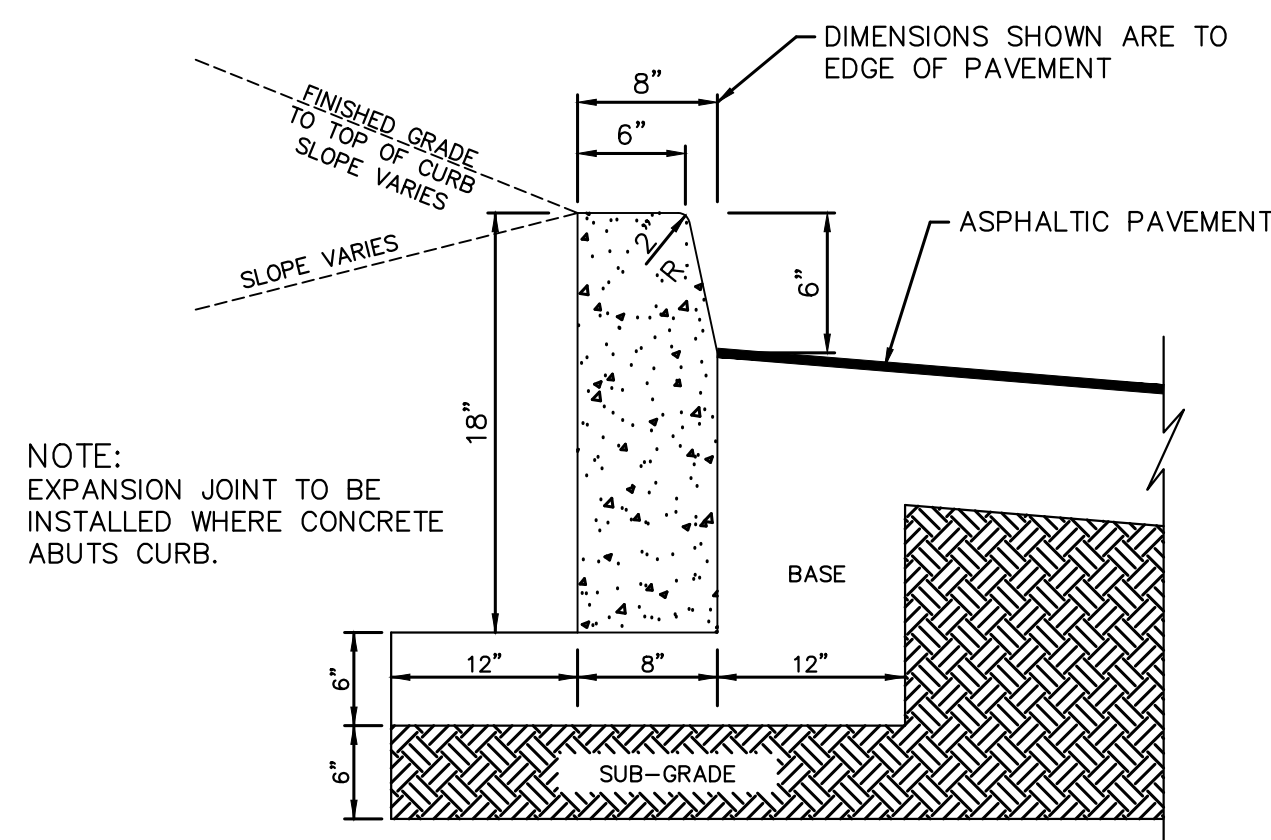
PROJECT NAME: SUZANA APARTMENT 1
PROJECT LOCATION: CITY OF TARPON SPRINGS
SHEET NAME: LANDSCAPE DETAILS

DOUBLE R & D PROPERTY GROUP LLC
PREPARED BY: GHAFARI
2166 W. BUCH BLVD. SUIT. 200
TAMPA, FL 33613
WWW.GHAFARI.COM 813-995-1200

NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER
SCALE: AS SHOWN
SHEET SIZE: D
SHEET: C-410
OF: 12

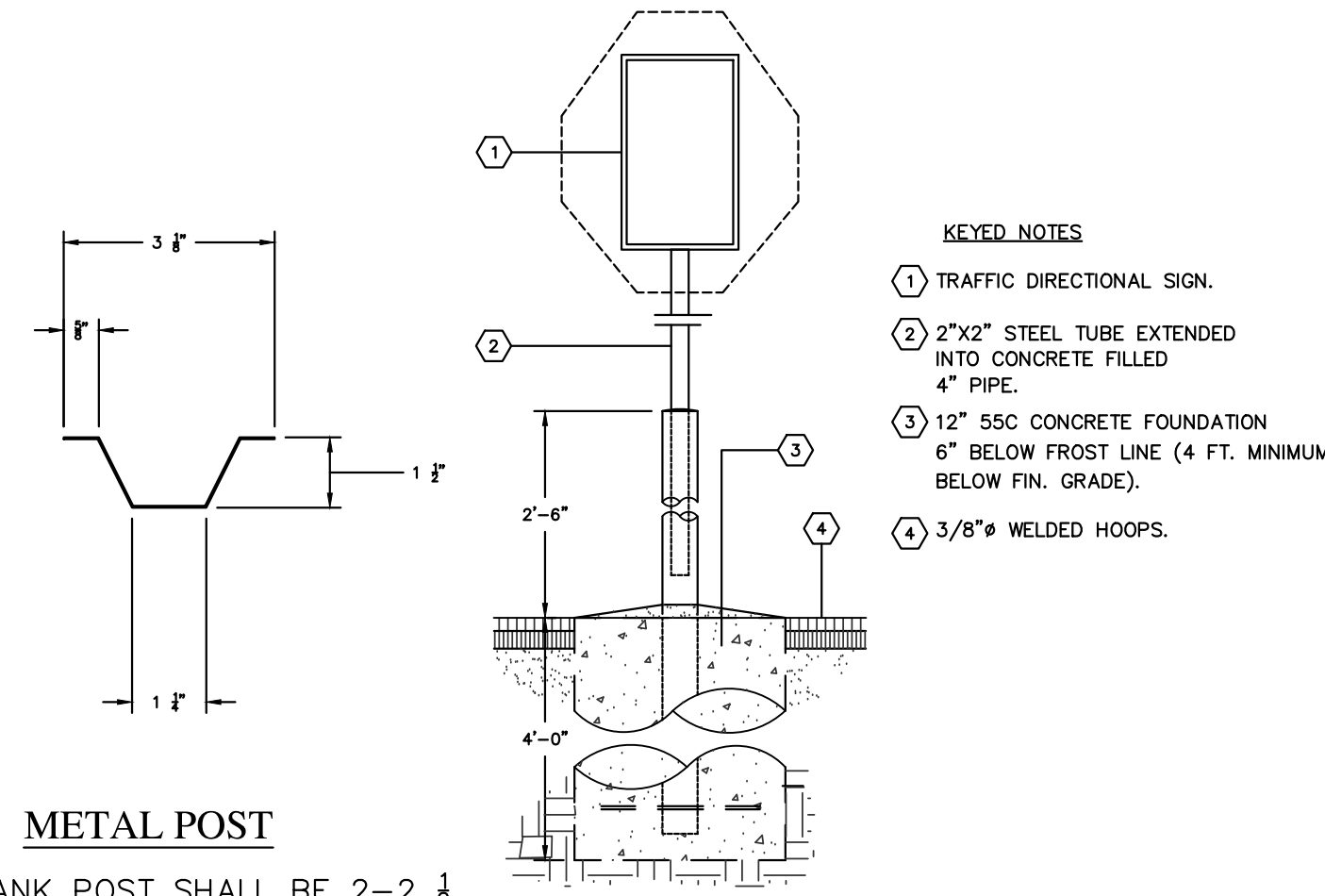


6 PRECAST CONCRETE WHEEL STOP
NTS



NOTE:
EXPANSION JOINT TO BE
INSTALLED WHERE CONCRETE
ABUTS CURB.

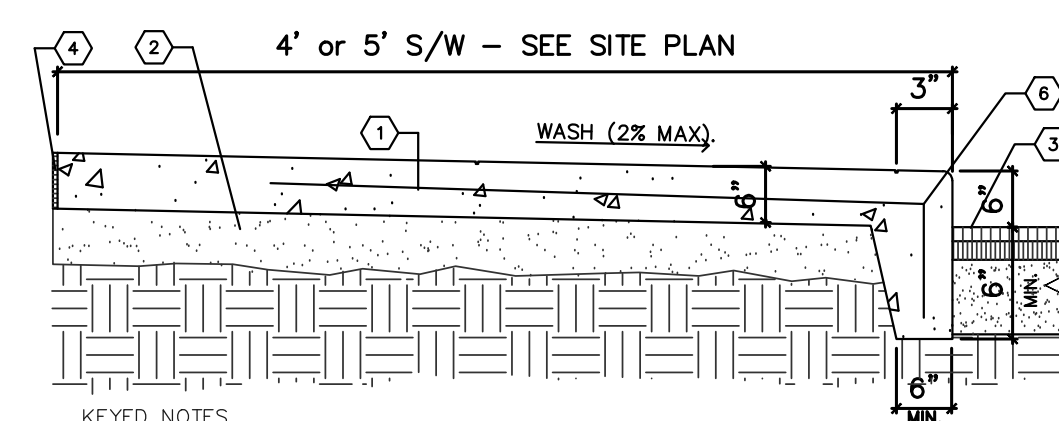
7 TYPE D CURB PER FDOT INDEX NO. 300
NTS



METAL POST

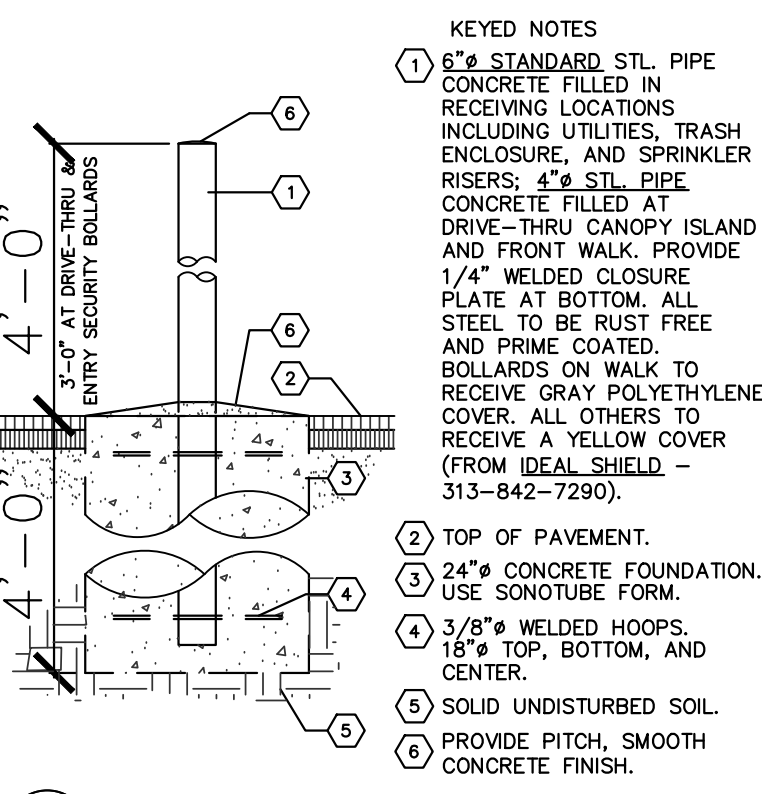
WT. OF BLANK POST SHALL BE 2-2 1/2 #/FT.

11 TRAFFIC DIRECTIONAL SIGN
3/4" = 1'-0" (FREE STANDING)



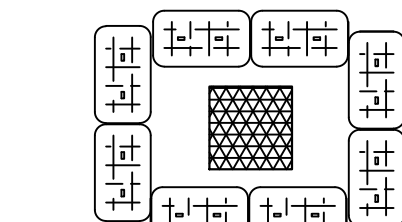
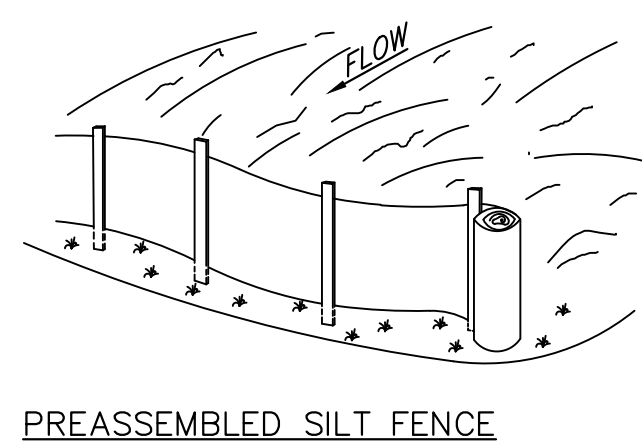
KEYED NOTES:
1. SIDEWALK: FIBER REINFORCED 3,000 PSI 4" THICK EXCEPT 6" UNDER DRIVEWAY
2. 4" COMPACTED AGGREGATE BASE
3. PAVEMENT.
4. COMPRESSIBLE FILLER (3/4" MAXIMUM). CUT BACK AND PROVIDE SEALANT, TYPICAL, AT ALL JOINTS WITH FILLER.
5. 1/4" TOOLED JOINT
6. 6" x 6" #10 WWF

8 TYPICAL PERIMETER SIDEWALK

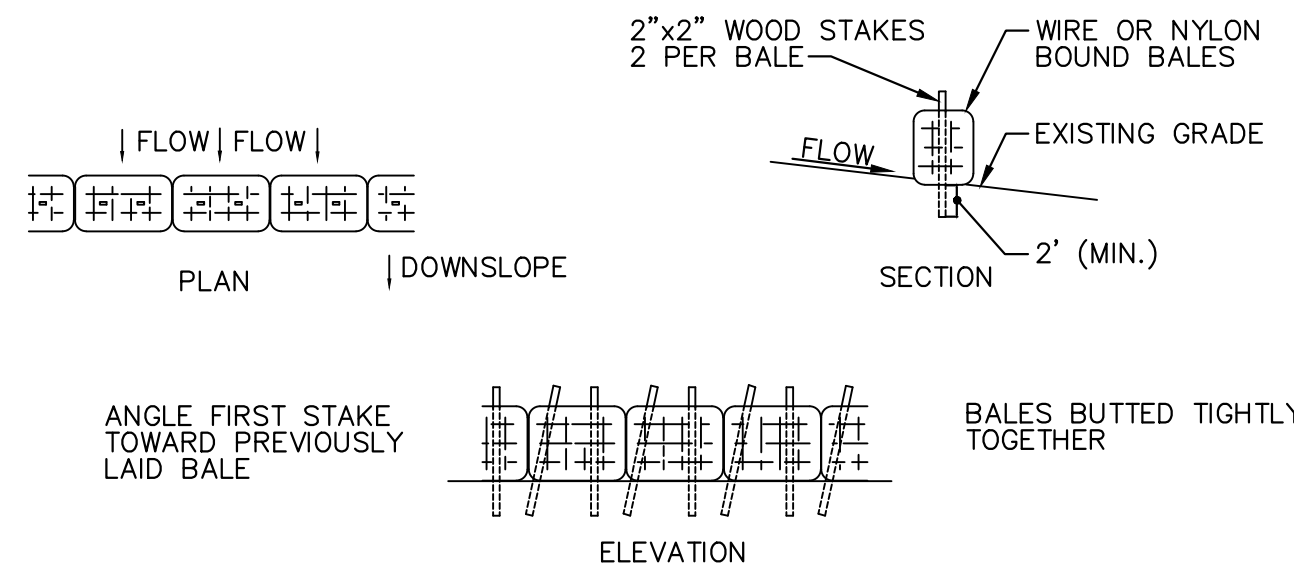


12 TYPICAL PIPE BOLLARD
3/4" = 1'-0"

POST (OPTIONS: 2"x4" OR 2 1/2" MIN DIA WOOD; STEEL 1.33 LBS/FT MIN) 6' CENTERS MAX



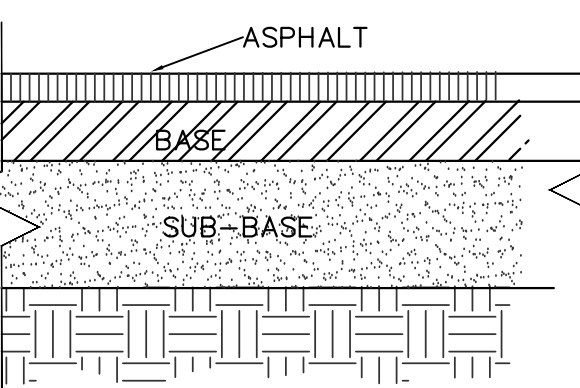
STORMWATER INLET



EROSION CONTROL DETAIL

ERO-CON-DWG 6/09/94 NTS

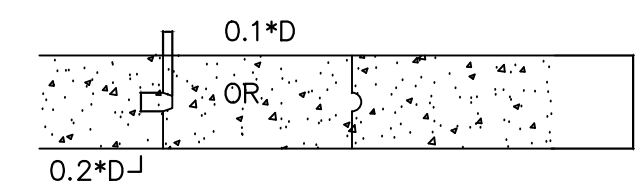
REFER TO GEOTECHNICAL REPORT BY GROUND DOWN ENGINEERING, PROJECT NO. 21-312. ALL RECOMMENDATION LISTED IN THE REPORT ARE MADE PARTS OF THIS CONSTRUCTION PLANS.



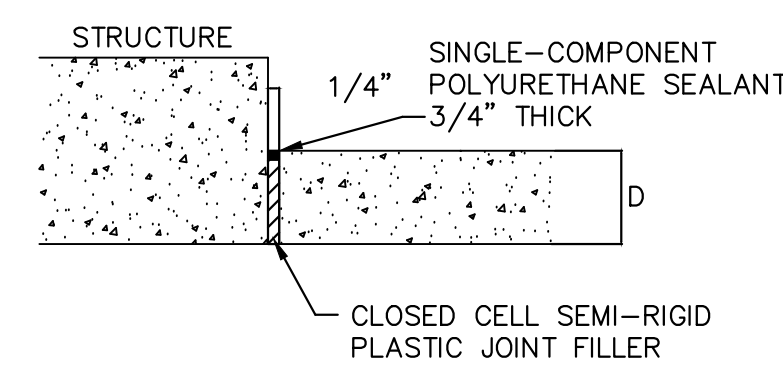
CAR PARKING
ASPHALT 1 1/2"
BASE 8"
SUB-GRADE 12"

SURFACE COURSE - TYPE S-1 ASPHALTIC CONCRETE WITH MINIMUM MARSHALL STABILITY OF 1100 LBS. COMPACTED TO AT LEAST 90% OF THE MAXIMUM LABORATORY MARSHALL DENSITY.
CRUSHED CONCRETE HAVING A MINIMUM LBR OF 100 AND COMPACTED TO AT LEAST 98% OF ITS MODIFIED PROCTOR MAXIMUM DRY DENSITY & A MIN. LBR OF 100R.
STABILIZED TO A MINIMUM LBR 40 AND COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557) MOISTURE CONTENT SHOULD BE CONTROLLED TO WITHIN ±2% OF OPTIMUM.

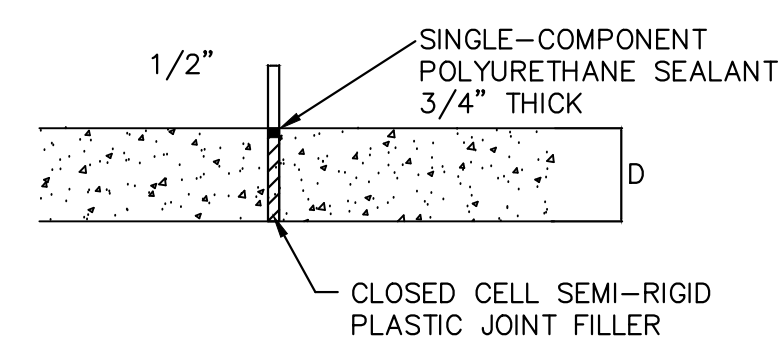
6 PAVEMENT SECTION DETAIL
NTS



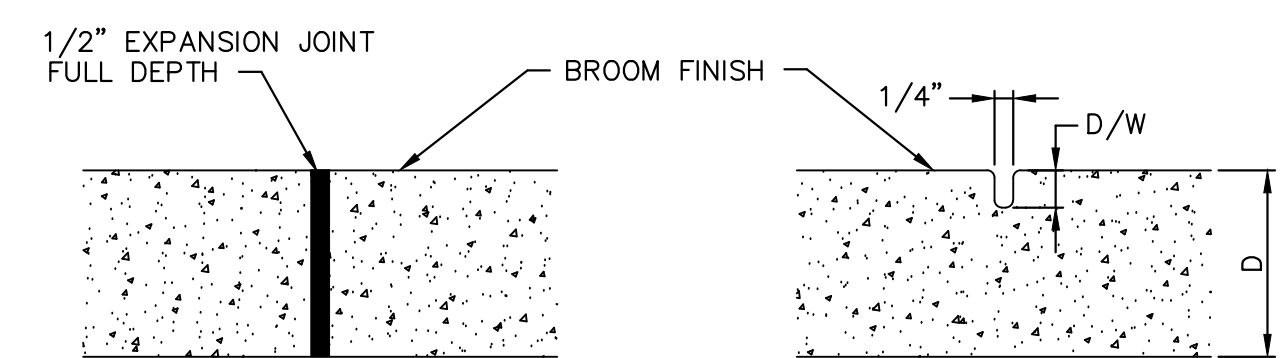
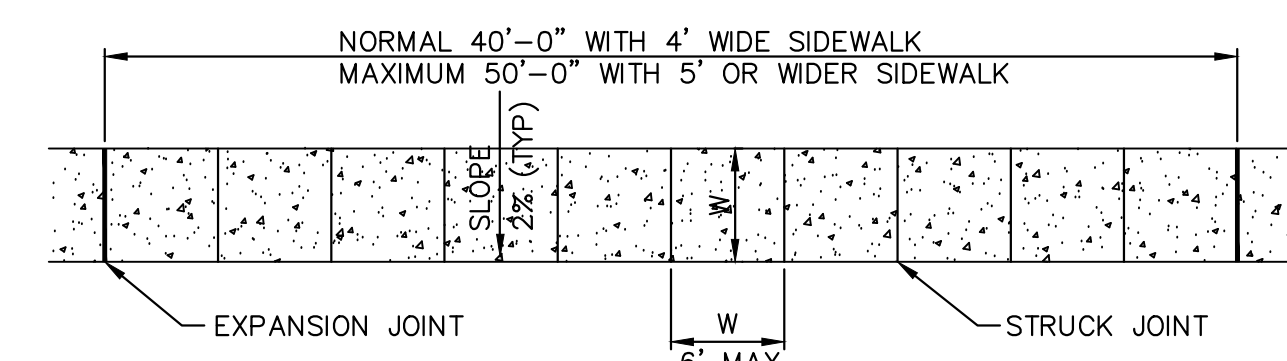
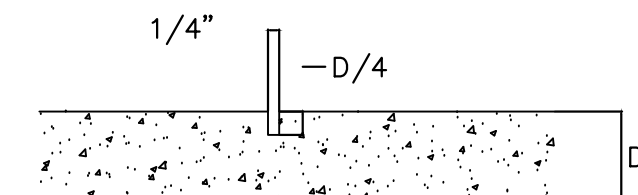
CONSTRUCTION JOINT



1/2" EXPANSION JOINT



1/4" EXPANSION JOINT



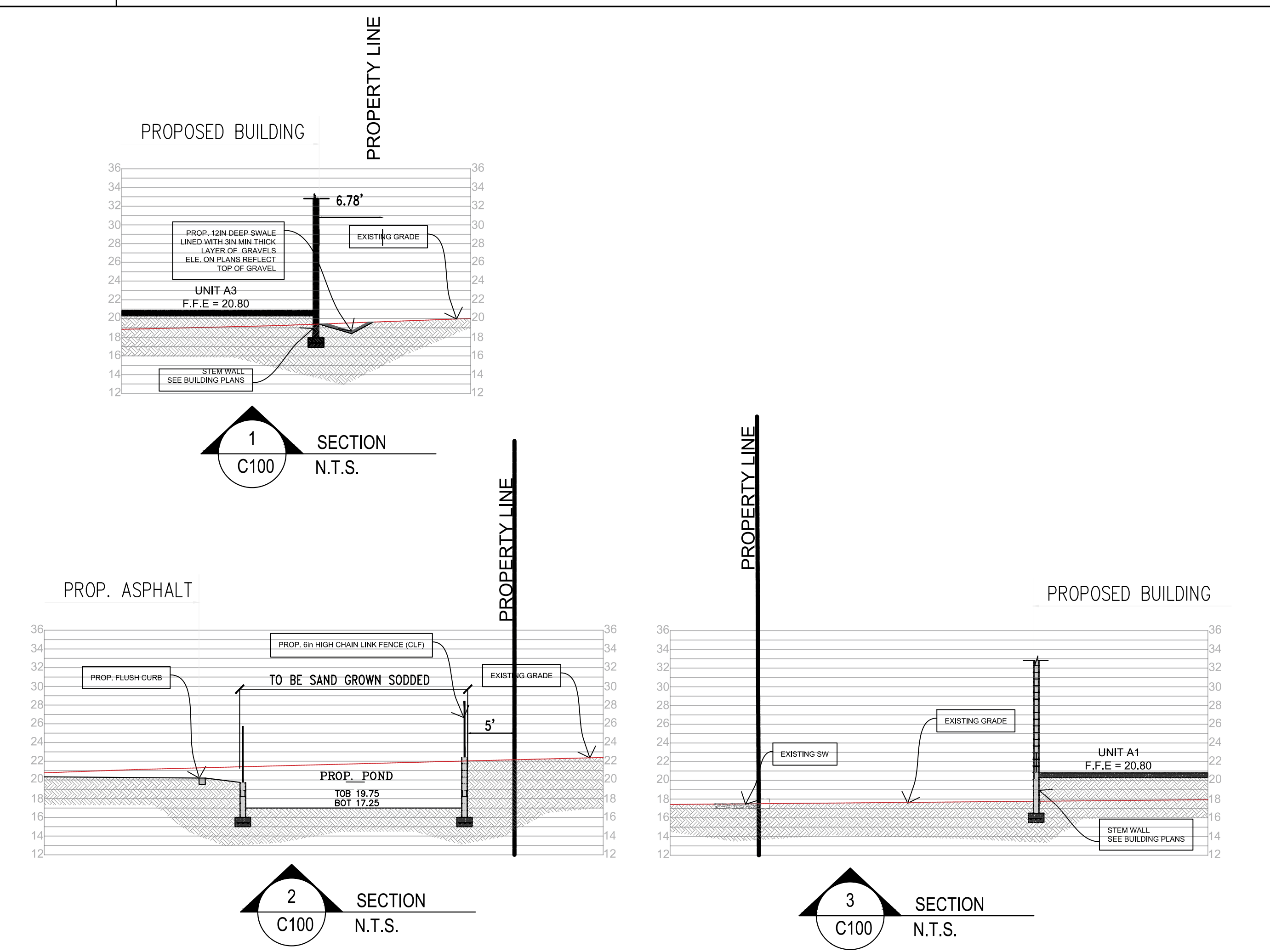
EXPANSION JOINT

STRUCK JOINT

NOTES:
1. SIDEWALK EXPANSION JOINTS TO BE AT ALL TIES TO CONCRETE OTHER THAN DRIVEWAYS. MAXIMUM SPACING SHALL BE 60'.
2. EXPANSION JOINT MATERIAL SHALL BE ASPHALT FIBER IMPREGNATED PREFORMED JOINT FILLER, TO FILL DEPTH OF CONCRETE.

TYPICAL SIDEWALK

CONCRETE JOINTS REQUIREMENTS
NTS



1 SECTION
C100 N.T.S.

2 SECTION
C100 N.T.S.

3 SECTION
C100 N.T.S.

ISSUED FOR:

PERMITTING		NO.	DATE	DESCRIPTION	BY
1					
2					
3					
4					
5					
6					
7					
8					
9					

PROJECT NAME: SUZANA APARTMENT 1
PROJECT LOCATION: CITY OF TARPON SPRINGS
SHEET NAME: CIVIL DETAILS

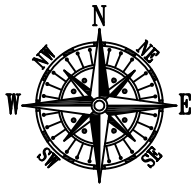
DOUBLE R & D PROPERTY GROUP LLC
PREPARED BY: GHAFARI
ENGINEERING CONSULTING ONE PROJECT AT A TIME
2166 W. BUCH BLVD. SUIT. 200
TAMPA, FL 33618
WWW.GHAFARI.COM 813-995-1200

NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER

SCALE: AS SHOWN
SHEET SIZE: D
SHEET: C-700
OF: 12

TYPE OF SURVEY:

- BOUNDARY CONSTRUCTION
ALTA/NSPS TOPOGRAPHIC
CONDOMINIUM SPECIAL PURPOSE



SCALE: 1"=30'

Table with 3 columns: # TREE, TYPE, SIZE. Lists 36 trees with their respective types (Palm Tree, Oak) and sizes.

SCHEDULE B-II TITLE COMMITMENT REVIEW FINDINGS PER TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DATED: AUGUST 13, 2021 AT 11:00 P.M. ISSUING OFFICE FILE NO. 38790

Table with 2 columns: ITEM NO., COMMENTS. Lists 6 items regarding title commitments, including defects, taxes, and encroachments.

Table with 2 columns: #, DENOTES EXCEPTION NUMBER. Lists 6 items with corresponding exception numbers.



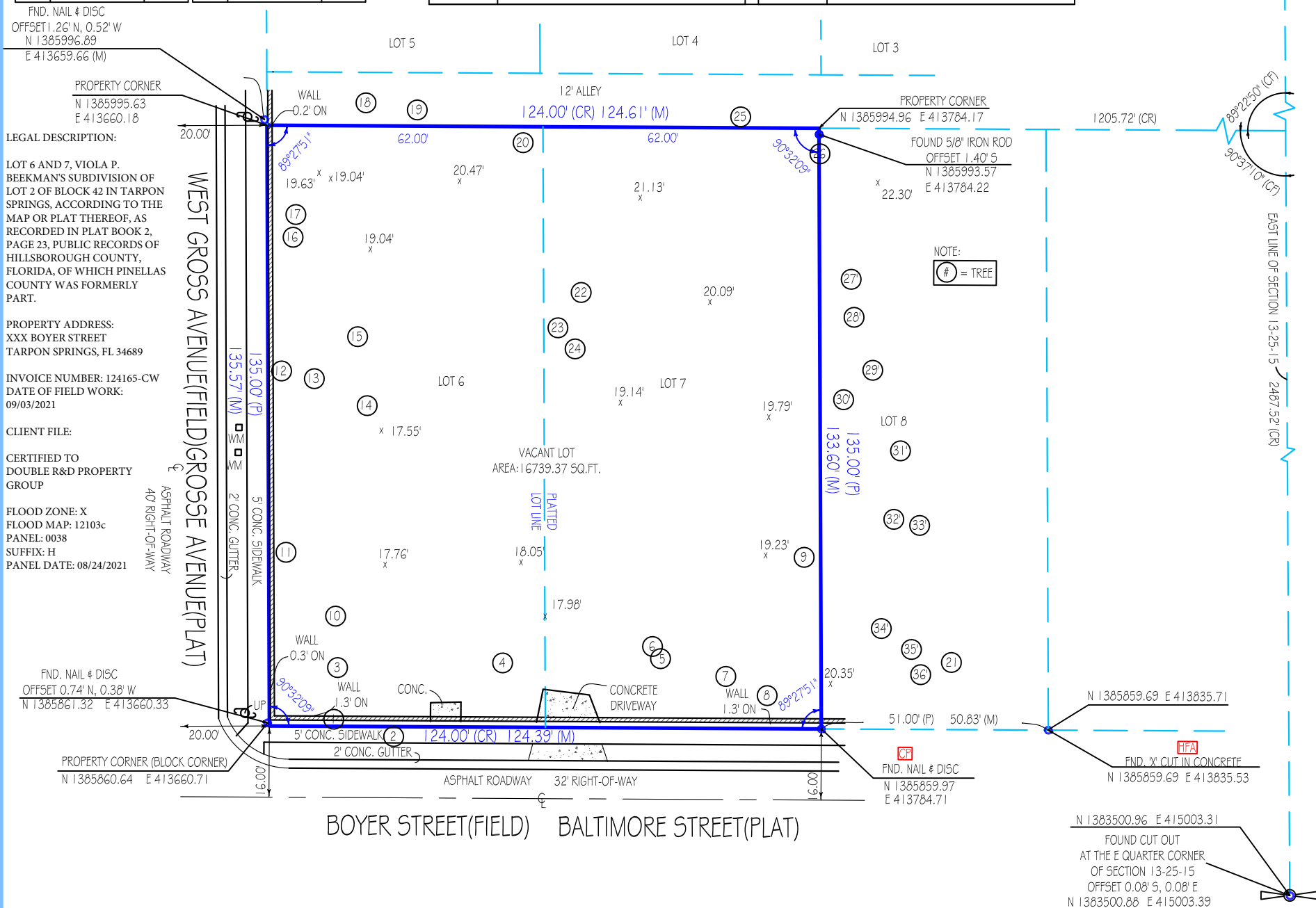
AERIAL PHOTOGRAPH (MAY NOT SHOW LATEST IMPROVEMENTS) (NOT-TO-SCALE)

NE CORNER OF SECTION 13-25-15 N 1386166.52 E 414988.92

FOUND NAIL & DISK AT THE NE CORNER OF SECTION 13-25-15 OFFSET 0.29' S ON LINE N 1386166.23 E 414988.91 (M)



178.08' (CR)



CP = CONTROLLING POINT (POINT OF ROTATION) *HFA* = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- NONE FOUND

This survey has been issued by the following Landtec Surveying office: 700 W. Hillsboro Blvd. Suite 4-100 Deerfield Beach, FL 33441

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING): Lists various symbols and their meanings like AL, CA, CF, CR, etc.

R = RADIUS, SEC = SECTION, TWP = TOWNSHIP, RNG = RANGE, QTR = QUARTER, etc.

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE): Lists symbols for utility poles, catch basins, fire hydrants, etc.

LINETYPES: BOUNDARY, BUILDING, EASEMENT, CHAIN LINK FENCE, etc.

GENERAL NOTES: 1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT... 2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY"... 3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY...

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE...

Bottom section containing 'Elevations, if shown:', 'GPS USED: GEOMAX PRO 35', 'Elevations on Drawing are in: N.G.V.D.29, N.A.V.D.88', 'Revisions: 09/21/2021 - TC REVIEW - SG', and the Landtec Surveying logo with tagline 'Proudly Serving Florida's Land Title & Real Estate Industries ... measurably better!'.

STORMWATER MANAGEMENT REPORT

FOR

Suzana 1 Apartment

PREPARED FOR

CITY OF TARPON SPRINGS

PREPARED BY



2166 W. Busch Blvd. Ste 200
Tampa, FL 33612
Tel 813-935-1200
Fax 813-935-8808

Issued for Permitting-9/2022

Table of Contents

Title	Section
Drainage Narrative	I
Introduction.....	
Existing Conditions.....	
Proposed Conditions	
SHWT Determination	
Drainage Calculations	II
Time of Concentration Calculations	
Runoff and CN Calculations.....	
Pond Stage-Storage Calculations.....	
ICPR Storm Routing Calculations.....	
References.....	III
Geotechnical Report	
Including: Location Maps	
Aerial Photography	
USDA Hydraulic Conductivity Report	

SECTION I

Drainage Narrative

DRAINAGE NARRATIVE

Introduction:

This is a technical report intended to demonstrate how the stormwater runoff of the property is managed. The site is located at the northeast corner of Boyer Street and Gross Avenue in the City of Tarpon Springs. The property area is approximately 0.38 acres. The property is surrounded with developed properties to the north and to the east.

Existing Conditions:

The project area currently is vacant and is covered with grass that is mowed on a regular basis. A few trees are scattered on the property. The topography of the property is sloped from the northeast to the south side on Boyer.

Proposed Conditions:

The applicant is proposing to construct an apartment building with associated parking, utilities, and stormwater management system. The runoff will be directed into a one dry pond sized where the discharge rate for the post-developed shall not exceed that which would occur from the predeveloped site under existing conditions for the 24Hr-25Yr. The pond discharge will be controlled via a weir opening in the pond wall. A skimmer will be installed over the weir opening

SHWT Determination:

The average existing elevation is 20 feet, based on the geotechnical report ground water table was not encountered in the first 10 feet of the soil. The United States Department of Agriculture (USDA) Soil Conservation Service (SCS) soil survey data for Pinellas County reveals that

- 1- The SHWT should be 80 inches below the surface making the elevation of the SHWT $20 - (80/12) = 13.33$ ft
- 2- The hydraulic conductivity rate is 246.995 micrometers per second which convert to 36 inches per hour. However, a specific site double-ring infiltration test was conducted and resulted in a 25.5 in/hr conductivity rate. The calculations have been revised to reflect this new rate. Please see the references for the infiltration test.

SECTION II

Drainage Calculations

Time of Concentration Calculations-Existing Conditions

				COMP. BY:	SEA
Text in Blue is user input				DATE:	June 15, 2022
				SHEET NO.:	
EX. BASIN TIME OF CONCENTRATION CALCULATIONS				PROJECT:	Suzana 1 Apt.
Circle one: <input checked="" type="radio"/> Present Developed					
Circle one: <input checked="" type="radio"/> Tc Tt through subarea					
<u>Sheet Flow</u>				Segment ID	<i>A-B</i>
1. Surface description (Table A1, STM - Copy/Paste soil from table A1 Below)				WOODE, LIGHT UNDER BRUSH	
2. Manning's roughness coeff, n (Table A1, STM)				0.30	
3. Flow length, L (total L <= 300 ft)				ft	140
4. Two-yr 24-hr rainfall intensity (trial and error)				in	5.00
5. Land slope, s				ft/ft	0.029
6. $T_t = (0.93 N^{0.6} L^{0.6}) / (1^{0.4} s^{0.3})$ Compute Tt				min	15.488
				COMP. BY:	SEA
Text in Blue is user input				DATE:	June 15, 2022
				SHEET NO.:	
EX. BASIN TIME OF CONCENTRATION CALCULATIONS				PROJECT:	Suzana 1 Apt.
Circle one: <input checked="" type="radio"/> Present Developed					
Circle one: <input checked="" type="radio"/> Tc Tt through subarea					
<u>Sheet Flow</u>				Segment ID	<i>A-B</i>
1. Surface description (Table A1, STM - Copy/Paste soil from table A1 Below)				WOODE, LIGHT UNDER BRUSH	
2. Manning's roughness coeff, n (Table A1, STM)				0.30	
3. Flow length, L (total L <= 300 ft)				ft	140
4. Two-yr 24-hr rainfall intensity (trial and error)				in	5.00
5. Land slope, s				ft/ft	0.029
6. $T_t = (0.93 N^{0.6} L^{0.6}) / (1^{0.4} s^{0.3})$ Compute Tt				min	15.488

Runoff and CN Calculations

PROJECT NAME:		Suzanna 1 Apt.					
PROJECT NUMBER:		201001					
FILENAME:		202002-SWC-R0.XLS				03:17 PM	

CURVE NUMBER CALCS EXISTING BASIN EB							
A	B	C	D	E	F	G	
LAND USE	AREA (acres)	AREA (ft ²)	Runoff Coeff.	PRODUCT C x D	Curve Number (CN)	PRODUCT C x F	
EX Building	0.0000	0	0.95	0	98.00	0	
Imperious	0.0000	0	0.95	0	98.00	0	
Compacted Road Base	0.0000	0	0.50	0	90.00	0	
Grass	0.3843	16,739	0.25	4,185	30.00	502,176	
Alley	0.0143	623	0.25	156	55.00	34,265	
TOTAL AVERAGE	0.399	17,362	0.25	4,341	30.90	536,441	
		Composite		Post "CN" =			

S = 1000/CN -10 = 22.37 inch
 25 Yr. Rainfall Depth = 9.00 inch
 R = (P-0.2S)² / (P+0.8S) = 0.76 inch
 Time of Concentration = 15 Min
 25Yr-24Hr Intensity = 7.1 in/hr
 Q = CIA = 0.71 cfs

Existing Basin_25 Year 24 Hr Runoff Volume = 1102.54 CF




Table 2-2c Runoff curve numbers for other agricultural lands 1/

Cover description	Hydrologic condition	Curve numbers for hydrologic soil group			
		A	B	C	D
Pasture, grassland, or range—continuous forage for grazing. 2/	Poor	68	79	86	89
	Fair	49	69	79	84
	Good	39	61	74	80
Meadow—continuous grass, protected from grazing and generally mowed for hay.	—	30	58	71	78
Brush—brush-weed-grass mixture with brush the major element. 2/	Poor	48	67	77	83
	Fair	35	56	70	77
	Good	30 1/2	48	65	73
Woods—grass combination (orchard or tree farm). 2/	Poor	57	73	82	86
	Fair	43	65	76	82
	Good	32	58	72	79
Woods. 6/	Poor	45	66	77	83
	Fair	36	60	73	79
	Good	30 1/2	55	70	77
Farmsteads buildings, lanes, driveways, and surrounding lots.	—	59	74	82	86

Stormwater Management Report

Suzanna – 1 Apt

202002-SWR-R1.doc

9/22/2022

PROJECT NAME: Suzana 1
 PROJECT NUMBER: 202002
 FILENAME: 202002-SWR-R0 03:17 PM

CURVE NUMBER CALCS PROPOSED BASIN PB

A	B	C	D	E	F	G
LAND USE	AREA (acres)	AREA (ft ²)	Runoff Coeff.	PRODUCT C x D	Curve Number (CN)	PRODUCT C x F
Building & Sidewalk	0.1693	7,377	0.95	7,008	98.00	722,907
VUA Vehicular Use Area	0.0905	3,944	0.95	3,747	98.00	386,512
Pond	0.0222	966	0.25	241	30.00	28,976
Grass	0.1022	4,453	0.25	1,113	30.00	133,576
Alley	0.0143	623	0.95	592	98.00	61,054
TOTAL	0.399	17,362		12,701		1,333,025
AVERAGE		Composite	0.73	Post "CN" =	76.78	
S = 1000/CN -10 = 3.02 inch						
25 Yr. Rainfall Depth 9.00 inch						
R = (P-0.2S) ² / (P+0.8S) 6.17						
Proposed Basin_25 Year 24 Hr Runoff Volume					8,929	CF
Existing Basin_25 Year 24 Hr Runoff Volume					1,103	CF
Required Storage Volume					7,827	CF

Cover description	Average percent impervious area %	Curve numbers for hydrologic soil group			
		A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.) ² :					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) ²		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	86	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) ²					
		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

Pond Stage-Storage Calculations

PROJECT NAME:	Suzana 1				
PROJECT NUMBER:	202002				
FILENAME:	202002-SWR-R0				
POND A STAGE-STORAGE CALCULATIONS					
Basin-PB	0.40 AC				
Treatment Depth	0.5 In				
Required treat. Volume	723 FT³				
DEFAULT 0.10 VALUES					
	POND - A AREA (ft ²)	POND - A AREA acres	TOTAL AREA (ft ²)	Accumulative Volume (ft ³)	
POND BOTTOM	17.25	966	0.0222	966	0
	17.35	966	0.0222	966	97
	17.45	966	0.0222	966	193
	17.55	966	0.0222	966	290
	17.65	966	0.0222	966	386
	17.75	966	0.0222	966	483
	17.85	966	0.0222	966	580
	17.95	966	0.0222	966	676
WERI ELEVATION	18.00	966	0.0222	966	725
	18.10	966	0.0222	966	821
	18.20	966	0.0222	966	918
	18.30	966	0.0222	966	1,014
	18.40	966	0.0222	966	1,111
	18.50	966	0.0222	966	1,208
	18.60	966	0.0222	966	1,304
	18.70	966	0.0222	966	1,401
	18.80	966	0.0222	966	1,497
	18.90	966	0.0222	966	1,594
	19.00	966	0.0222	966	1,691
	19.10	966	0.0222	966	1,787
Pond TOB	19.20	966	0.0222	966	1,884

ICPR Result for Proposed Conditions

1

Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
NG	25Y24H	0.00	13.00	0.0000	9.57	0.00	0
Pond	25Y24H	20.50	19.40	0.0010	1.85	9.57	967
offsite	25Y24H	0.00	16.00	0.0000	0.66	0.00	0

POND
 DISCHARGE
 0.66CFS <
 ALLOWABLE
 DISCHARGE
 OF 0.71 CFS

Excerpt of the Pond Time Series showing Pond Recovery Time 24.7542 Hr.

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]	Basin Inflow Rate [cfs]	Link Outflow Rate [cfs]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
25Y24H	Pond	0	17.25	20.5	0	0	0	0
25Y24H	Pond	0.251	17	20.5	0	0	0	0
25Y24H	Pond	0.5009	17	20.5	0	0	0	0
25Y24H	Pond	0.756	17	20.5	0	0	0	0
25Y24H	Pond	23.0042	17	20.5	0.04	0.04	0.04	0.04
25Y24H	Pond	23.2542	17	20.5	0.04	0.04	0.04	0.04
25Y24H	Pond	23.5042	17	20.5	0.04	0.04	0.04	0.04
25Y24H	Pond	23.7542	17	20.5	0.04	0.04	0.04	0.04
25Y24H	Pond	24.0042	17	20.5	0.04	0.04	0.04	0.04
25Y24H	Pond	24.2542	17	20.5	0.01	0.01	0.01	0.01
25Y24H	Pond	24.5042	17	20.5	0	0.01	0	0.01
25Y24H	Pond	24.7542	17	20.5	0	0	0	0
25Y24H	Pond	25.0042	17	20.5	0	0	0	0
25Y24H	Pond	25.2542	17	20.5	0	0	0	0
25Y24H	Pond	25.5042	17	20.5	0	0	0	0

ICPR Input information for Proposed Conditions

Simple Basin: Proposed PB

Scenario: Scenario1
 Node: Pond
 Hydrograph Method: NRCS Unit Hydrograph
 Infiltration Method: Curve Number
 Time of Concentration: 10.0000 min
 Max Allowable Q: 0.00 cfs
 Time Shift: 0.0000 hr
 Unit Hydrograph: UH256
 Peaking Factor: 256.0
 Area: 0.3990 ac
 Curve Number: 76.8
 % Impervious: 0.00
 % DCIA: 0.00
 % Direct: 0.00
 Rainfall Name:

Comment:

Node: NG

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 13.00 ft
 Warning Stage: 0.00 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	13.00
0	0	0	24.0000	13.00

Comment:

Node: Pond

Scenario: Scenario1
 Type: Stage/Area
 Base Flow: 0.00 cfs
 Initial Stage: 17.25 ft
 Warning Stage: 20.50 ft

Stage [ft]	Area [ac]	Area [ft2]
17.00	0.0222	967
21.00	0.0222	967

Comment:

C:\Users\Samer\Documents\Streamline Technologies\202002\Boyer-1\
9/22/2022 16:59

Node: offsite

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 16.00 ft
 Warning Stage: 0.00 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	16.00
0	0	0	24.0000	16.00

Comment:

Percolation Link: Infiltra-1

Scenario: Scenario1
 From Node: Pond
 To Node: NG
 Link Count: 1
 Flow Direction: Both
 Aquifer Base Elevation: 11.00 ft
 Water Table Elevation: 13.00 ft
 Annual Recharge Rate: 0 ipy
 Horizontal Conductivity: 102.000 fpd
 Vertical Conductivity: 51.000 fpd
 Fillable Porosity: 0.150
 Layer Thickness: 5.00 ft

Surface Area Option: Use 1st Point in Stage/Area Table
 Vertical Flow Termination: Constant Rate
 Constant Rate: 25.500 fpd

Comment: 25.5in/hr = 51 feet per day horizontal 2x vertical

Weir Link: Weir-1

Scenario: Scenario1
 From Node: Pond
 To Node: offsite
 Link Count: 1
 Flow Direction: Both
 Damping: 0.0000 ft
 Weir Type: Sharp Crested Vertical
 Geometry Type: Rectangular
 Invert: 18.00 ft
 Control Elevation: 18.00 ft
 Max Depth: 99999.00 ft
 Max Width: 0.13 ft
 Fillet: 0.00 ft

Bottom Clip
 Default: 0.00 ft
 Op Table:
 Ref Node:

Top Clip
 Default: 0.00 ft
 Op Table:
 Ref Node:

Discharge Coefficients
 Weir Default: 3.200
 Weir Table:
 Orifice Default: 0.600
 Orifice Table:

Comment:

Simulation: 25Y24H

Scenario: Scenario1
 Run Date/Time: 9/22/2022 4:55:45 PM
 Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	72.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:

Extern Hydrograph Set:

Curve Number Set:

Green-Ampt Set:

Vertical Layers Set:

Impervious Set:

Tolerances & Options

Time Marching: SAOR
 Max Iterations: 6
 Over-Relax Weight: 0.5 dec
 Fact:
 dZ Tolerance: 0.0010 ft

IA Recovery Time: 24.0000 hr

Smp/Man Basin Rain: Global

Max dZ: 1.0000 ft	Opt:
Link Optimizer Tol: 0.0001 ft	Rainfall Name: ~FLMOD
Edge Length Option: Automatic	Rainfall Amount: 9.50 in
	Storm Duration: 24.0000 hr
	Dflt Damping (1D): 0.0050 ft
	Min Node Srf Area 100 ft2
	(1D):
	Energy Switch (1D): Energy

Comment:

SECTION III

References

(ONLY THE ADDITIONAL GEOTECH INFORMATION IS ADDED HERE)

September 9, 2022

Sam Mustafa
c/o Samer AlGhafari
Ghafari
2166 W. Busch Boulevard
Suite 200
Tampa, FL 33612



Double Ring Infiltration Test Results
Proposed Townhome Development
Northeast Corner of S Grosse Ave & E Boyer St
Tarpon Springs, FL
Pinellas County
Parcel ID: 13-27-15-06138-000-0060
GDE Project No.: 22-318

Dear Mr. AlGhafari:

Ground Down Engineering, Inc. (GDE) has completed the requested additional testing needed to augment previously provided geotechnical information for the proposed townhome development. The additional testing consisted of a double ring infiltration (DRI) test to directly measure the infiltration rate at the proposed stormwater pond location. A hand auger boring was also performed to a depth of 6 feet at the DRI test location to measure the present groundwater level.

The DRI test was performed on August 29, 2022 at a depth of approximately two feet below existing grade. The DRI test was performed in general accordance with procedures outlined in ASTM D-3385. The approximate testing location is shown on the attached DRI Location Plan (Figure 1). Graphical results of the double ring infiltration test are presented in Figure 2 attached. Generally, we recommend an infiltration rate of 25.5 inches per hour be used for stormwater pond design. The hand auger boring revealed fine sand to 6 feet below existing grade, and the groundwater table was not encountered above a depth of 6 feet below existing grade at the test location. Seasonal high groundwater level is estimated to be more than 6 feet below existing grade at the location explored.

GDE appreciates the opportunity to participate in this project and hopes that the information provided is sufficient for your design. If you have any questions or comments, please contact us.

Sincerely,

Ground Down Engineering, Inc.
GDE FL Certificate of Authorization No. 9599

Handwritten signature of Brian D. Richardson in blue ink.

Brian D. Richardson, P.E.
Senior Geotechnical Engineer
FL Reg. No. 84354



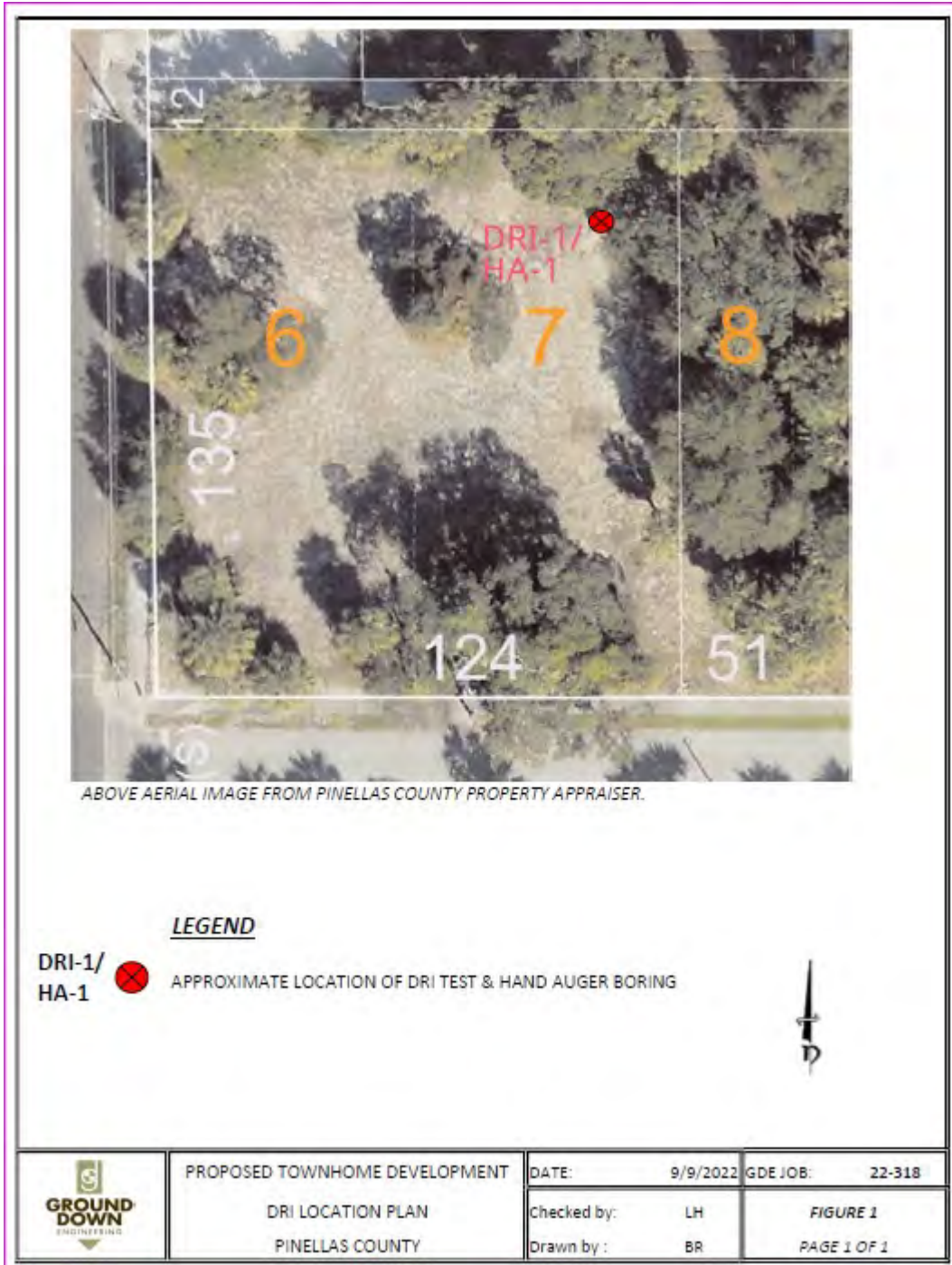
This PDF document has been digitally signed and sealed by Brian D. Richardson, PE, on 9/12/2022.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

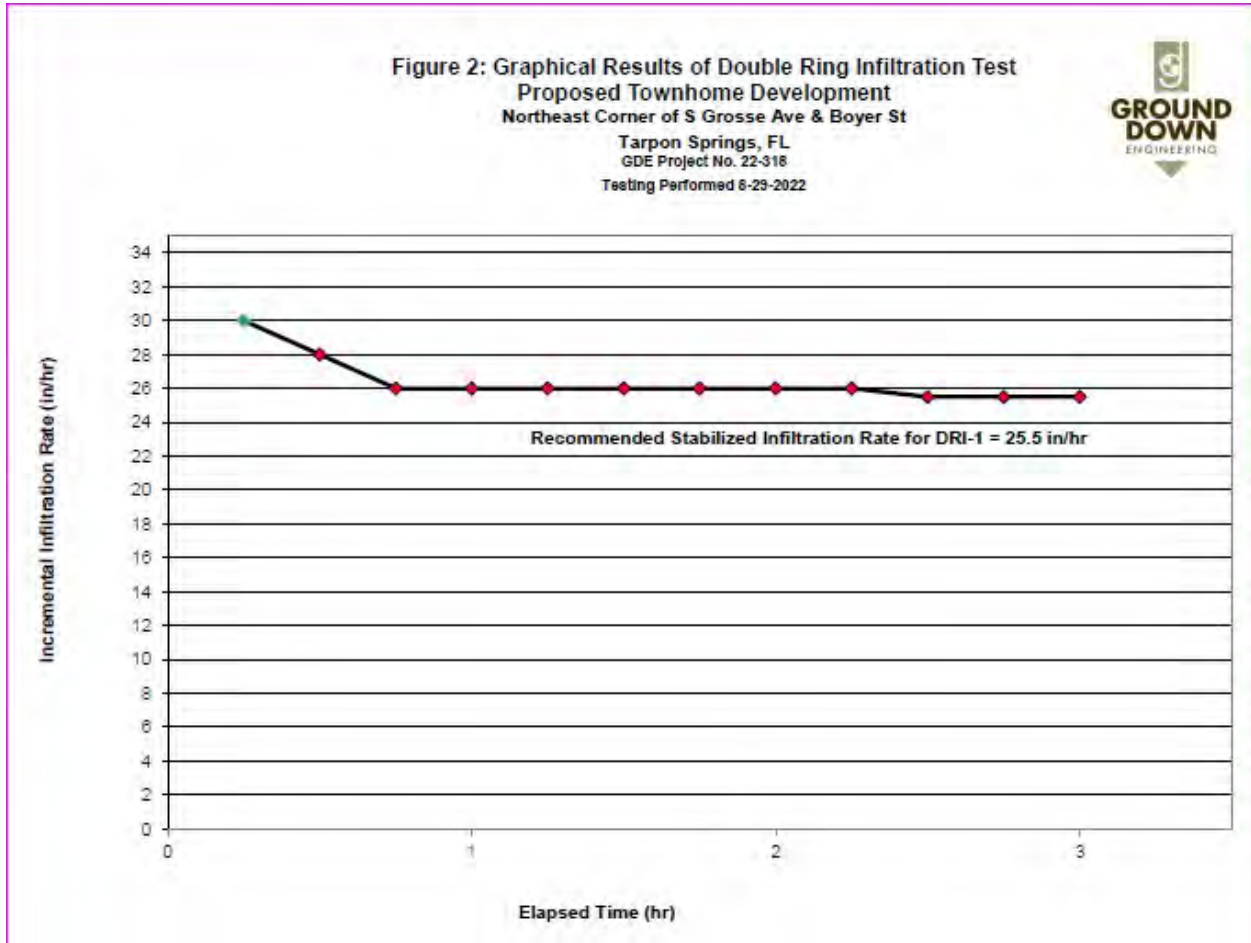
Handwritten signature of Laurel A. Hall in blue ink.

Laurel A. Hall, P.E.
President
FL Reg. No. 3839

Attachments
Figure 1: DRI Location Plan
Figure 2: Graphical Results of Double Ring Infiltration Test

Geotechnical & Environmental Engineering
9232 Rhea Drive, Suite L • Odessa, Florida 33556 • P. 813.920.8089 • F. 813.920.6221





RESOLUTION NO. 2022-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-43 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW FOR ALTERNATIVE DIMENSIONAL CRITERIA WITHIN THE RM (RESIDENTIAL MULTIFAMILY) ZONING DISTRICT, FOR THE PURPOSE OF DEVELOPING A SIX-UNIT, MULTI-FAMILY DEVELOPMENT, LOCATED AT THE NORTHEAST CORNER OF E. BOYER STREET AND S. GROSSE AVENUE; 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 development of a six-unit, multifamily apartment development; and,

WHEREAS, the modified dimensions include reduced front, side and rear yard setbacks, as shown in Exhibit A; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of April 18, 2022; 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 #22-43 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 #22-43 under Resolution 2022-13, requesting Conditional Use approval to allow an alternative dimensional plan, as outlined in Exhibit A, located at the northeast corner of E. Boyer Street and S. Grosse Avenue is approved with the following conditions:

1. The proposed setbacks shall be considered the minimum required and may be increased, if necessary, during the site plan process.
2. Buffering of the parking lot from adjacent properties shall be addressed during the site plan process.
3. During the site plan review process the applicant will work with staff and Waste Management for a workable solution for the collection and disposal of solid waste.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 10th day of May, 2022.


COSTA S. VATIKIOTIS, MAYOR


CRAIG K. LUNT, VICE MAYOR


JACOB KARR, COMMISSIONER


MIKE EISNER, COMMISSIONER

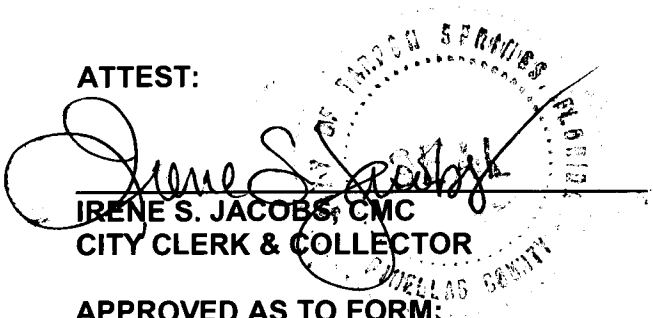

PANAGIOTIS KOULIAS, COMMISSIONER

MOTION BY: COMMISSIONER EISNER
SECOND BY: COMMISSIONER KOULIAS

VOTE ON MOTION


COMMISSIONER KOULIAS Yes
COMMISSIONER EISNER Yes
COMMISSIONER KARR Yes
VICE MAYOR LUNT Yes
MAYOR VATIKIOTIS Yes

ATTEST:

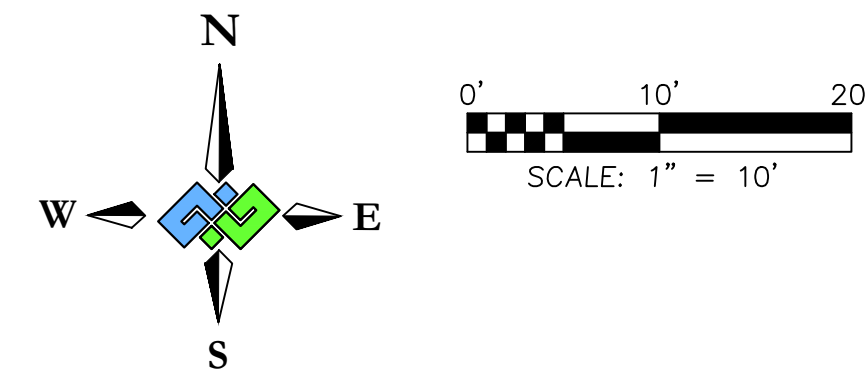



IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

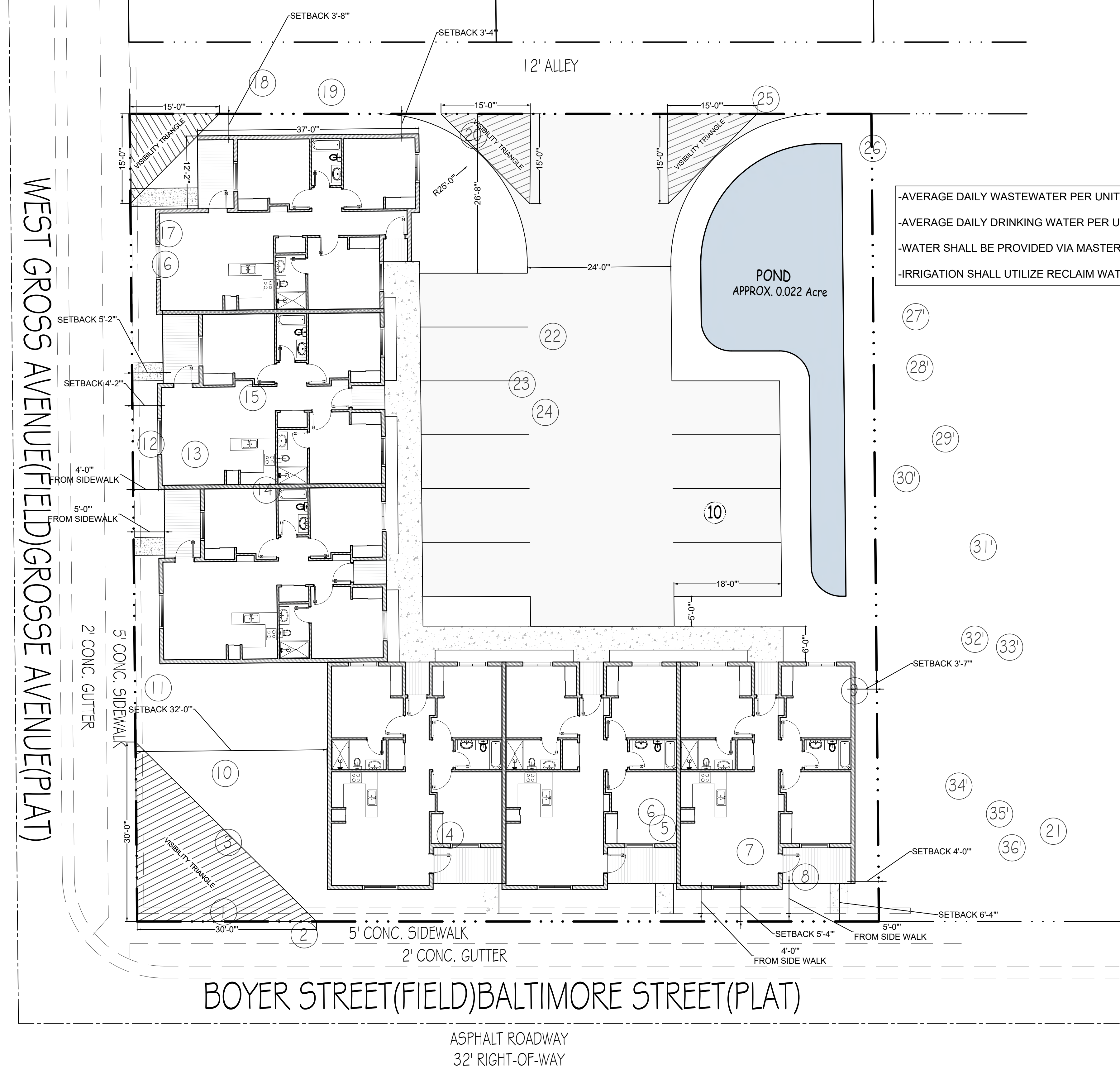

THOMAS J. TRASK, B.C.S
CITY ATTORNEY

RESOLUTION #2022-13 - EXHIBIT A



SITE LEGEND

- PROP. TREE BARRICADE
- PROP. ROOT PRUNING
- SITE BOUNDARY LINE
- CENTER LINE OF ROAD
- RIGHT-OF-WAY
- EXISTING EDGE OF PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED BUILDING
- TYP TYPICAL
- 10 PARKING SPACES
- S/W SIDEWALK
- R5' 5' RADIUS
- LF LINEAR FEET
- SF SQUARE FEET
- NUMBER OF UNITS IN BLDG.
- PROPOSED SPOT ELEVATION
- PROP. FINISH GRADE SHALL MATCH EXISTING GRADE
- PROP. WATER METER
- EX. SPOT ELEV.
- PROP. SIGN
- PROP. ELE. FOR TOP OF CURB & EOP
- EXISTING TREES
- EX TREE NUMBER 36 SIZE 24" OAK TREE TO BE DEMOLISHED
- MAGNOLIA MIN. 2" CAL.
- DOGWOOD MIN. 2" CAL.
- SUNSHINE LIGUSTRUM
- CONFEDERATE JASMINE
- PINE BARK MULCH



-AVERAGE DAILY WASTEWATER PER UNIT: 150 GPD
 -AVERAGE DAILY DRINKING WATER PER UNIT : 280 GPD
 -WATER SHALL BE PROVIDED VIA MASTER METER.
 -IRRIGATION SHALL UTILIZE RECLAIM WATER.

# TREE	TYPE	SIZE
1	PALM TREE	10'
2	PALM TREE	10'
3	PALM TREE	16'
4	PALM TREE	12'
5	OAK	
6	PALM TREE	8
7	PALM TREE	10'
8	PALM TREE	10'
9	PALM TREE	12'
10	PALM TREE	8
11	PALM TREE	12'
12	PALM TREE	12'
13	PALM TREE	10'
14	PALM TREE	10'
15	OAK	9'
16	PALM TREE	12'
17	PALM TREE	12'
18	PALM TREE	12'
19	PALM TREE	12'
20	PALM TREE	12'
21	PALM TREE	12'
22	OAK	16'
23	PALM TREE	12'
24	PALM TREE	12'
25	OAK	16'
26	PALM TREE	12'
27	OAK	9'

SITE INFORMATION

Project Name	Suzana 1	Suzana 1
Address	NA	TBA
Folio Nbr	13-27-15-06138-000-0060	13-27-15-06138-000-0060
Site Area	16739	16739
	Existing/Code - Min/Max	Proposed
Zoned District	RM-Residential MultiFamily	RM-Residential MultiFamily
Land Use	Residential Medium	Residential Medium
Density	15 Dwelling/Acre	15x0.39 = 6
Parking Spaces	1.75/dwelling	10
Maximum Height	45ft	17ft
Minimum Net Floor Area	600sqft	1030sqft
Building Gross Floor Area	NA	6574.77
Building Envelope Area	NA	6574.77
BLD Coverage	NA	39.28%
FAR	NA	39.28%
Impervious Surface Area	NA	11189.88
Impervious Surface Ratio	NA	66.85%
Setback		
	Front	25
	Front	25
	Side	20
	Side	20
		MIN 4
		MIN 4
		MIN 3.7
		MIN 3.4

ISSUED FOR: REVIEW

NO.	DATE	DESCRIPTION	BY
9			
8			
7			
6			
5			
4			
3			
2			
1			

PROJECT NAME: SUZANA 1 APARTMENT
 PROJECT LOCATION: CITY OF TARPON SPRINGS, FLORIDA
 SHEET NAME: SITE PLAN

DOUBLE R & D PROPERTY GROUP LLC
 GHAFARI ENGINEERING CONSULTING ONE PROJECT AT A TIME™
 2166 W. Bush Blvd. Ste. 200
 Tampa, FL 33618
 WWW.GHAFARI.COM 813-935-1200

PREPARED FOR: DOUBLE R & D PROPERTY GROUP LLC
 PREPARED BY: GHAFARI ENGINEERING CONSULTING ONE PROJECT AT A TIME™
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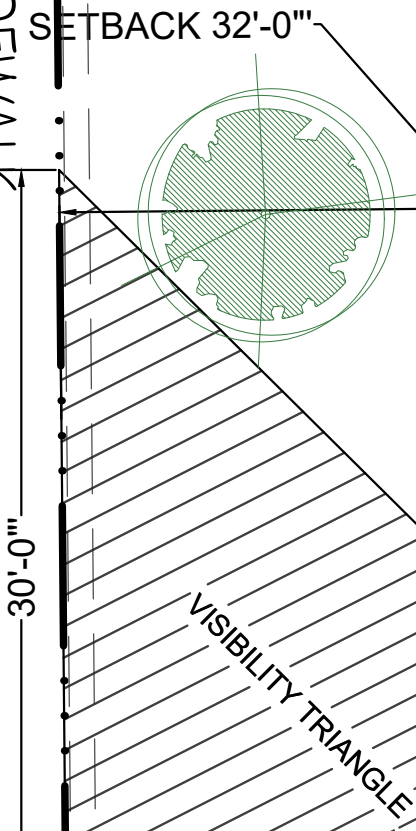
SCALE: AS SHOWN SHEET SIZE: D
 SHEET: C-100 OF

GROSSE AVENUE(PLAT)

RESOLUTION #2022-13 - EXHIBIT A

2' CONC. GUTTER

5' CONC. SIDEWALK



30'-0" VISIBILITY TRIANGLE 10'-0"

SETBACK 32'-0"

5' CONC. SIDEWALK

2' CONC. GUTTER

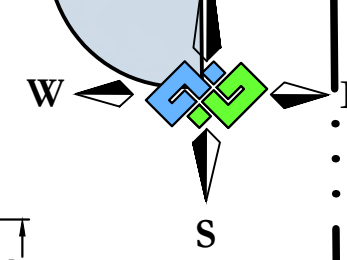
BOYER STREET(FIELD)BALTIMORE STREET(PLAT)

ASPHALT ROADWAY



18'-0"

5'-0"



0' 10' 20'
SCALE: 1" = 10'

SETBACK 3'-7"

SETBACK 4'-0"

SETBACK 6'-4"

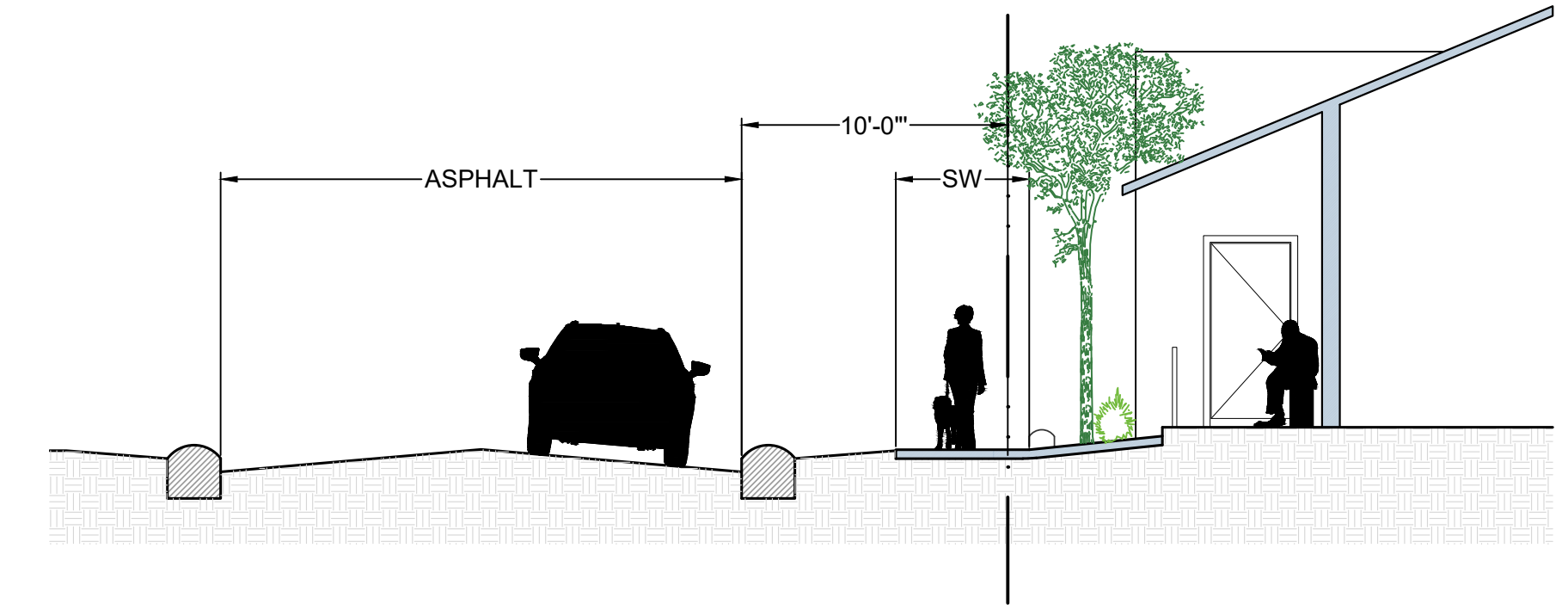
SETBACK 5'-4"

5'-0" FROM SIDE WALK

4'-0" FROM SIDE WALK

ASPHALT

SCHEMATIC SECTION
BOYER STREET



PROPERTY LINE

ISSUED FOR:
REVIEW

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			

PROJECT NAME: SUZANA 1 APARTMENT
PROJECT LOCATION: CITY OF TARPON SPRINGS, FLORIDA
SHEET NAME: CONCEPT ELEVATION

PREPARED FOR: DOUBLE R & D PROPERTY GROUP LLC

PREPARED BY: GHAFARI



2166 W. BUCH BLVD. STE. 200
TARPON SPRINGS, FL 33562
WWW.GHAFARI.COM 813-295-1200

NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER

SCALE: AS SHOWN

SHEET SIZE: D

SHEET: C-200

OF

