



# *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, NOVEMBER 8, 2022 6:30 PM – City Hall Auditorium**

**CALL TO ORDER**  
**ROLL CALL**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE} 5 MINUTES**

**PUBLIC COMMENTS (30 MINUTES)**

**CONSENT AGENDA (15 MINUTES)**

1. ATTORNEY'S FEES: TRASK DAIGNEAULT LLP NOVEMBER 1, 2022 INVOICE
2. SPECIAL EVENTS:
  - A. SNOW PLACE
  - B. BOAT PARADE
  - C. ST. NICHOLAS VESPERS
  - D. CHRISTMAS PARADE
  - E. HOLIDAY MOVIE IN THE PARK
3. APPROVE NAME CHANGE CARDO INC. RFQ No. 220014-S-JL ENGINEER OF RECORD
4. INCREASE FILE No. 220161-C-AS COMPUTER AIDED DISPATCH-AUTOMATED REPORT MANAGEMENT SYSTEM, CRIME SCENE AND FINGERPRINT AGREEMENT
5. INCREASE FILE No. 230004-N-AS SINGLE SOURCE PURCHASE OF RUGGED MACHINE TO MACHINE GATEWAY INTEGRATED BROADBAND GLOBAL POSITIONING SYSTEM ROUTERS, ACCESSORIES, MAINTENANCE AND SERVICES
6. AWARD FILE No. 230048-C-AS PARROT ANAFI-USA-GOV DRONES, UTILIZING GENERAL SERVICES ADMINISTRATION CONTRACT No. GS-07F-0387Y

**SPECIAL CONSENT AGENDA**

7. RENEW FILE No. 190130-P-JL HEALTH BENEFITS BROKERAGE CONSULTANT SERVICES (10 MINUTES)
8. AUTHORIZE EXECUTION OF FIRST AMENDMENT TO WELLNESS CENTER LEASE AGREEMENT (10 MINUTES)
9. REVIEW AND APPROVE INTERNAL AUDIT OF HUMAN RESOURCES DEPARTMENT (30 MINUTES)
10. CODE ENFORCEMENT SETTLEMENT – EUNICE DRIVE (20 MINUTES)
11. APPOINTMENT TO THE HERITAGE PRESERVATION BOARD (5 MINUTES)
12. APPOINTMENT TO THE PLANNING AND ZONING BOARD (5 MINUTES)
13. APPOINTMENT TO THE PUBLIC ART COMMITTEE (5 MINUTES)
14. APPOINTMENT TO THE SUSTAINABILITY COMMITTEE (5 MINUTES)

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

15. Application 22-34 Livery Stable, 100 and 108 N. Ring Avenue (2<sup>nd</sup> Reading) (10 minutes) Deferred from October 25, 2022, Regular Session
  - a. Ordinance 2022-12 Future Land Use
  - b. Ordinance 2022-11 Zoning (Quasi-Judicial)
16. Resolution 2022-29 Application 22-80 Livery Stable, Conditional Use for a Hotel (8 rooms in an existing historic structure), 100 and 108 N. Ring Avenue (Quasi-Judicial) (5 minutes)
17. Ordinance 2022-30 Amending Charter Allowing BOC to Direct Certain Powers to the Planning and Zoning Commission (1<sup>st</sup> Reading) (20 minutes)
18. Ordinance 2022-31 Amending Charter Strategic Plan Implementation and Budget Priorities (1<sup>st</sup> Reading) (30 minutes)

**The Following Items are Deferred to the December 6, 2022, Regular Session:**

19. Ordinance 2022-28 Application 20-36 Keystone Village Residential Preliminary Planned Development (1<sup>st</sup> Reading)
20. Land Development Code, SmartCode and Comprehensive Plan Text Amendments (1<sup>st</sup> Readings)
  - a. Ordinance 2022-22 Application 22-107 LDC Amendment Annexations
  - b. Ordinance 2022-23 Application 22-108 LDC Amendment, Application Processes
  - c. Ordinance 2022-24 Application 22-109 LDC Amendment, Coastal High Hazard Area
  - d. Ordinance 2022-25 Application 22-110 LDC Amendment, Conditional Uses
  - e. Ordinance 2022-26 Application 22-111 LDC Amendment, Mobile Food Dispensing Vehicles
  - f. Ordinance 2022-27 Application 22-116 SmartCode Amendment, Hotel Height

**BOARD AND STAFF COMMENTS**

**ADJOURNMENT (APPROXIMATELY 9:55 PM)**



## *Community Redevelopment Agency*

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

**COMMUNITY REDEVELOPMENT AGENCY AGENDA  
FOR THE DOWNTOWN TARPON SPRINGS REDEVELOPMENT AREA  
TUESDAY, NOVEMBER 8, 2022  
IMMEDIATELY FOLLOWING BOARD OF COMMISSIONERS REGULAR SESSION**

**CALL TO ORDER (APPROXIMATELY 10:00 PM)  
ROLL CALL**

1. AUTHORIZATION TO PROCEED WITH FINAL DESIGN AND BIDDING OF JITNEY DISPLAY GARAGE (20 MINUTES)
2. AUTHORIZATION TO PROCEED WITH SEMAPHORE RAILROAD SIGNAL RESTORATION (5 MINUTES)

**BOARD AND STAFF COMMENTS  
ADJOURNMENT (APPROXIMATELY 10:25 PM)**



# Statement of Account

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

11/01/2022 to 11/30/2022

Date	Activity	Due Date	Invoice Amount	Payments	Balance
11/01/2022	Opening Balance				\$0.00
11/01/2022	Invoice #1471	11/30/2022	\$55.50		\$55.50
11/01/2022	Invoice #1472	11/30/2022	\$185.00		\$240.50
11/01/2022	Invoice #1473	11/30/2022	\$141.00		\$381.50
11/01/2022	Invoice #1474	11/30/2022	\$1,875.00		\$2,256.50
11/01/2022	Invoice #1475	11/30/2022	\$148.00		\$2,404.50
11/01/2022	Invoice #1476	11/30/2022	\$210.20		\$2,614.70
11/01/2022	Invoice #1479	11/30/2022	\$74.00		\$2,688.70
11/30/2022				<b>Balance Due:</b>	<b>\$2,688.70</b>

Please make all amounts payable to: Trask Daigneault, LLP





# INVOICE

Invoice # 1471  
Date: 11/01/2022  
Due On: 11/30/2022

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

### 02654-Tarpon Springs/ Return of Property

#### Tarpon Springs/ Return of Property

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	10/06/2022	EFA	Receipt and review of e-filing notification and attached Response to Defendant Planinich's Petition for Return of Property.	0.30	\$185.00	\$55.50

Quantity Subtotal 0.3

Time Keeper	Position	Quantity	Rate	Total
Erica Augello	Partner	0.3	\$185.00	\$55.50

Quantity Total 0.3

Subtotal \$55.50

Total \$55.50

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1471	11/30/2022	\$55.50	\$0.00	\$55.50

Outstanding Balance \$55.50

**Total Amount Outstanding      \$55.50**

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.



# INVOICE

Invoice # 1472  
Date: 11/01/2022  
Due On: 11/30/2022

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

**02658-Tarpon Springs/Heritage Preservation Board**

**Tarpon Springs/Heritage Preservation Board**

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	10/03/2022	NM	Draft an email to Pat McNeese confirming tonight's meeting since I did not receive her email last week.	0.10	\$185.00	\$18.50
Service	10/03/2022	NM	Receipt, review, and respond to an email from Pat McNeese advising they are trying to determine if there is a quorum for tonight's meeting and I will be advised as soon as it is determined.	0.10	\$185.00	\$18.50
Service	10/03/2022	NM	Exchange of emails confirming there is a quorum for tonight's meeting.	0.10	\$185.00	\$18.50
Service	10/03/2022	NM	Review of agenda and supporting documentation in preparation for tonight's meeting.	0.20	\$185.00	\$37.00
Service	10/03/2022	NM	Attend meeting.	0.50	\$185.00	\$92.50

**Quantity Subtotal 1.0**

Time Keeper	Position	Quantity	Rate	Total
Nancy Meyer	Attorney	1.0	\$185.00	\$185.00

**Quantity Total 1.0**

**Subtotal \$185.00**

**Total \$185.00**

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1472	11/30/2022	\$185.00	\$0.00	\$185.00
			<b>Outstanding Balance</b>	<b>\$185.00</b>
			<b>Total Amount Outstanding</b>	<b>\$185.00</b>

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.



# INVOICE

Invoice # 1473  
Date: 11/01/2022  
Due On: 11/30/2022

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

### 02660-Tarpon Springs/Code Enforcement Matters

#### Tarpon Springs/Code Enforcement Matters

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	10/04/2022	TJT	Receipt and review of e-mail from Lisa Mercier re October code meeting.	0.10	\$185.00	\$18.50
Service	10/05/2022	KT	E-mail to Susan H. re: deposit date of settlement funds for 38954 U.S. Hwy. 19 N. (America 1st Patriots Land Trust).	0.10	\$75.00	\$7.50
Service	10/05/2022	KT	E-mail to/from Carol R. re: status of executed Release of CEB Lien re: 38954 U.S. Hwy. 19 N. (America 1st Patriots Land Trust).	0.10	\$75.00	\$7.50
Service	10/06/2022	TJT	Receipt and review of e-mail from Carla Burrowes re 715 S. Disston Avenue.	0.10	\$185.00	\$18.50
Service	10/06/2022	TJT	Receipt and review of e-mails (2) from Lisa Mercier re 715 S. Disston Avenue.	0.10	\$185.00	\$18.50
Service	10/06/2022	TJT	Preparation of e-mail to Lisa Mercier re 715 S. Disston Avenue.	0.10	\$185.00	\$18.50
Service	10/06/2022	KT	E-mail from/to Carol R. re: status of executed Release of CEB Lien re: 38954 U.S. Hwy. 19 N. (America 1st Patriots Land Trust). E-mail from/to Bobbie C. advising of date of deposit for settlement funds.	0.10	\$75.00	\$7.50
Service	10/06/2022	KT	E-mail to Carol R., Mark L., Irene J., Michele M. and Bobbie C. re: further handling of executed Release of CEB Lien re: 38954 U.S. Hwy. 19 N. (America 1st Patriots Land Trust).	0.10	\$75.00	\$7.50

Service	10/07/2022	TJT	Receipt and review of e-mail from Lisa Mercier re 715 S. Disston Avenue liens.	0.10	\$185.00	\$18.50
Service	10/07/2022	TJT	Preparation of e-mail to Lisa Mercier re 715 S. Disston Avenue liens.	0.10	\$185.00	\$18.50
<b>Quantity Subtotal</b>						<b>1.0</b>

Time Keeper	Position	Quantity	Rate	Total
Thomas J. Trask	Attorney	0.6	\$185.00	\$111.00
Kathy Tokos	Non-Attorney	0.4	\$75.00	\$30.00
<b>Quantity Total</b>				<b>1.0</b>
<b>Subtotal</b>				<b>\$141.00</b>
<b>Total</b>				<b>\$141.00</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1473	11/30/2022	\$141.00	\$0.00	\$141.00
<b>Outstanding Balance</b>				<b>\$141.00</b>
<b>Total Amount Outstanding</b>				<b>\$141.00</b>

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.



# INVOICE

Invoice # 1474  
Date: 11/01/2022  
Due On: 11/30/2022

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

### 02663-Tarpon Springs/Retainer

#### Tarpon Springs/Retainer

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	10/03/2022	TJT	Receipt and review of e-mail from Bob Robertson re FDEP Grant Agreement.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Preparation of e-mail to Bob Robertson re FDEP Grant Agreement.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Receipt and review of e-mail from Pat McNeese re September 28th legal advertisements.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Preparation of e-mail to Pat McNeese re September 28th legal advertisements.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Receipt and review of e-mail from Ron Harring re budget charter changes.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Receipt and review of e-mails (4) from Renea Vincent re charter changes.	0.20	\$185.00	\$37.00
Service	10/03/2022	TJT	Preparation of e-mail to Renea Vincent re charter changes.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Receipt and review of e-mail from Mark LeCouris re charter changes.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Receipt and review of e-mail from Bob Robertson re submerged lands.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Preparation of e-mail to Bob Robertson re submerged lands.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Preparation of e-mail to Mark LeCouris re excused absences.	0.10	\$185.00	\$18.50



Service	10/03/2022	TJT	Preparation of e-mail to Erin Jackson re upcoming meeting materials.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Legal research re: notice requirement for zoning change (newspapers failure to deliver on Wednesday).	0.60	\$185.00	\$111.00
Service	10/03/2022	TJT	Legal research re: Commissioner voting on excusal of absences.	0.40	\$185.00	\$74.00
Service	10/03/2022	TJT	Revisions to Ordinance revising Section 8 of the Charter.	0.30	\$185.00	\$55.50
Service	10/03/2022	TJT	Phone calls to/from Mark L.	0.10	\$185.00	\$18.50
Service	10/03/2022	TJT	Review of FDEP/Mango Street Improvements Grant Agreement.	0.80	\$185.00	\$148.00
Service	10/03/2022	TJT	Research of PCPAO records for submerged land adjacent to Stauffer property.	0.20	\$185.00	\$37.00
Service	10/03/2022	KT	E-mail to/from Renea V. providing revised Ordinance 2022-31 with requested changes.	0.10	\$75.00	\$7.50
Service	10/04/2022	RE	Review draft grant agreement and vendor form related to a grant to the City from the National Trust for Historic Preservation; advise Director Lewis regarding legal issues.	0.30	\$185.00	\$55.50
Service	10/04/2022	RE	Per Mr. Trask's request, review draft RFP for legal services and advise Director Lewis regarding any legal issues.	0.50	\$185.00	\$92.50
Service	10/04/2022	RE	Review ITB package and project specifications related to the draft ITB package for the City's construction of a monitoring well; advise Director Lewis regarding legal sufficiency.	2.30	\$185.00	\$425.50
Service	10/04/2022	TJT	Work on Henry Ross property/easement issues.	0.30	\$185.00	\$55.50
Service	10/04/2022	TJT	Review of drafts of six code revisions prepared by Renea V.. Review the city code and Pinellas County code re: evacuations. Review FS 171.044 and Pinellas County code re: annexations. Make revisions to five of the drafts.	1.80	\$185.00	\$333.00
Service	10/04/2022	TJT	Review of DEA task force agreement and back up. Make revisions to Chief's memo.	0.40	\$185.00	\$74.00
Service	10/04/2022	TJT	Receipt and review of e-mail from Mark LeCouris re ILA for illicit discharge.	0.10	\$185.00	\$18.50

Service	10/04/2022	TJT	Preparation of e-mail to Mark LeCouris re ILA for illicit discharge.	0.10	\$185.00	\$18.50
Service	10/04/2022	TJT	Receipt and review of e-mails (2) from Bob Robertson re purchase from Henry Ross.	0.20	\$185.00	\$37.00
Service	10/04/2022	TJT	Preparation of e-mails (3) to Bob Robertson re purchase from Henry Ross.	0.20	\$185.00	\$37.00
Service	10/04/2022	TJT	Receipt and review of e-mail from Jeff Young re DEA Task Force agreement.	0.10	\$185.00	\$18.50
Service	10/04/2022	TJT	Preparation of e-mail to Jeff Young re DEA Task Force agreement.	0.10	\$185.00	\$18.50
Service	10/04/2022	TJT	Receipt and review of e-mail from Bob Robertson re submerged lands.	0.20	\$185.00	\$37.00
Service	10/04/2022	TJT	Preparation of e-mail to Irene Jacobs re ballot language question.	0.10	\$185.00	\$18.50
Service	10/04/2022	TJT	Preparation of e-mail to Mark LeCouris re Ancote restaurant affected party letter.	0.10	\$185.00	\$18.50
Service	10/04/2022	TJT	Preparation of e-mail to Renea Vincent re code revisions.	0.10	\$185.00	\$18.50
Service	10/05/2022	TJT	Review of file, phone conference with Atty LeRoux re: Faison easement and phone conferences (2) with Bob R.	0.40	\$185.00	\$74.00
Service	10/05/2022	TJT	Receipt and review of e-mail from Mark LeCouris re Beckett Bridge/Faison easement.	0.10	\$185.00	\$18.50
Service	10/05/2022	TJT	Receipt and review of e-mails (2) from Ron Harring re Faison easement.	0.10	\$185.00	\$18.50
Service	10/05/2022	TJT	Receipt and review of e-mail from Bob Robertson re Faison easement.	0.10	\$185.00	\$18.50
Service	10/05/2022	TJT	Receipt and review of e-mail from Robin Rives re Sustainability Committee rules of procedure.	0.20	\$185.00	\$37.00
Service	10/05/2022	TJT	Preparation of e-mail to John LeRoux re Faison easement.	0.10	\$185.00	\$18.50
Service	10/05/2022	KT	E-mail from/to Judy S. providing, as requested, Jay's memo to BOC dated 5-17-17 re: removal of Chair of BOA.	0.10	\$75.00	\$7.50
Service	10/05/2022	KT	Phone call from and e-mail to Irene providing Jay's memo to BOC dated 5-17-17 re: removal of Chair of BOA.	0.10	\$75.00	\$7.50
Service	10/05/2022	KT	E-mail from/to Ron Harring requesting wire transfer instructions to our Trust Account	0.10	\$75.00	\$7.50

			re: Faison utility easement. E-mail to Office Administrator requesting same be sent to Ron H.			
Service	10/06/2022	TJT	Receipt and review of e-mail from Bob Robertson re Ross property.	0.10	\$185.00	\$18.50
Service	10/06/2022	TJT	Preparation of e-mail to Bob Robertson re Ross property.	0.10	\$185.00	\$18.50
Service	10/06/2022	TJT	Phone call from Irene J. re: Sally cemetery issue.	0.20	\$185.00	\$37.00
Service	10/06/2022	TJT	Review and revisions to Ross Purchase Agreement.	0.20	\$185.00	\$37.00
Service	10/06/2022	KT	E-mail from/to Ron Harring confirming wire transfer of funds was sent to our Trust Account this morning re: Faison.	0.10	\$75.00	\$7.50
Service	10/07/2022	TJT	Review of draft Resolution for Sustainability Advisory Committee, review of P and Z Rules, review of HPB Rules and revise draft Resolution.	0.80	\$185.00	\$148.00
Service	10/07/2022	TJT	Review of open/pending files for transition to new city attorney. Close out files and box them up for transport to city for retention.	1.40	\$185.00	\$259.00
Service	10/07/2022	TJT	Review of Meres Cycadia Cemetery documents and formulate response.	0.70	\$185.00	\$129.50
Service	10/07/2022	TJT	Receipt and review of e-mails from John LeRoux and Bob Robertson re Faison perpetual easement.	0.10	\$185.00	\$18.50
Service	10/07/2022	TJT	Receipt and review of e-mail from Robin Rives re Sustainability Committee rules of procedure.	0.20	\$185.00	\$37.00
Service	10/07/2022	TJT	Preparation of e-mail to Robin Rives re Sustainability Committee rules of procedure.	0.10	\$185.00	\$18.50
Service	10/07/2022	TJT	Receipt and review of e-mail from Irene Jacobs re Salley cemetery issue.	0.10	\$185.00	\$18.50
Service	10/07/2022	TJT	Preparation of e-mail to Irene Jacobs re Salley cemetery issue.	0.20	\$185.00	\$37.00
Service	10/07/2022	TJT	Preparation of e-mail to Mark LeCouris re pending City matters.	0.40	\$185.00	\$74.00
<b>Quantity Subtotal</b>						<b>16.7</b>
<b>Time Keeper</b>		<b>Position</b>		<b>Quantity</b>	<b>Rate</b>	<b>Total</b>

Robert Eschenfelder	Attorney	3.1	\$185.00	\$573.50
Thomas J. Trask	Attorney	13.1	\$185.00	\$2,423.50
Kathy Tokos	Non-Attorney	0.5	\$75.00	\$37.50
<b>Quantity Total</b>				<b>16.7</b>
<b>Subtotal</b>				<b>\$3,034.50</b>
<b>Invoice Discount</b>				<b>\$1,159.50</b>
<b>Total</b>				<b>\$1,875.00</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1474	11/30/2022	\$1,875.00	\$0.00	\$1,875.00
<b>Outstanding Balance</b>				<b>\$1,875.00</b>
<b>Total Amount Outstanding</b>				<b>\$1,875.00</b>

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.



# INVOICE

Invoice # 1475  
Date: 11/01/2022  
Due On: 11/30/2022

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

**03553-Tarpon Springs/Colson**

**Tarpon Springs/Colson**

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	10/04/2022	JD	Receive and review email from S. Costello re status and respond to same.	0.20	\$185.00	\$37.00
Service	10/07/2022	JD	Receive and review 6th Cir order denying second amended motion for rehearing. Transmit order to client with email.	0.30	\$185.00	\$55.50
Service	10/08/2022	JD	Receive and review emails from Mayor re transition to new counsel and respond to same.	0.30	\$185.00	\$55.50

**Quantity Subtotal 0.8**

Time Keeper	Position	Quantity	Rate	Total
Jay Daigneault	Attorney	0.8	\$185.00	\$148.00

**Quantity Total 0.8**

**Subtotal \$148.00**

**Total \$148.00**

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
1475	11/30/2022	\$148.00	\$0.00	\$148.00	
				<b>Outstanding Balance</b>	<b>\$148.00</b>
				<b>Total Amount Outstanding</b>	<b>\$148.00</b>

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.



# INVOICE

Invoice # 1476  
Date: 11/01/2022  
Due On: 11/30/2022

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

**03594-Rasmussen, Robert W. - Injunctive Relief**

**Rasmussen, Robert W. adv. City of Tarpon Springs - Complaint for Injunctive Relief (603 Cypress Street)**

### Services

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	10/19/2022	TJT	Prepare Stipulation for Substitution of Counsel and proposed Order.	0.60	\$185.00	\$111.00
Service	10/21/2022	KT	E-mail from/to Michelle Solt, legal assistant to Atty. Andy Salzman, providing signed copy of Stipulation for Substitution of Counsel.	0.10	\$75.00	\$7.50
Service	10/24/2022	TJT	Prepare letter to Judge Muscarella providing executed Stipulation and proposed Order for Substitution of Counsel.	0.20	\$185.00	\$37.00
Service	10/24/2022	KT	File in Circuit Civil - Stipulation for Substitution of Counsel	0.30	\$75.00	\$22.50
Service	10/24/2022	KT	E-mail to Atty. Andy Salzman and Michelle Solt of the letter to Judge Muscarella re: Stipulation for Substitution of Counsel and proposed Order.	0.10	\$75.00	\$7.50
Service	10/31/2022	TJT	Review Order on Stipulation for Substitution of Counsel executed by Judge Muscarella.	0.10	\$185.00	\$18.50
<b>Quantity Subtotal</b>						<b>1.4</b>
<b>Services Subtotal</b>						<b>\$204.00</b>

### Expenses



Type	Date	Notes	Quantity	Rate	Total
Expense	10/24/2022	Photocopies: Letter to Judge Muscarella re: Stipulation for Substitution of Counsel with appropriate copies and envelopes for proposed Order	11.00	\$0.20	\$2.20
Expense	10/24/2022	Photocopies: Copy to Defendant of Letter to Judge Muscarella re: Stipulation for Substitution of Counsel with proposed Order	5.00	\$0.20	\$1.00
Expense	10/24/2022	Postage: Pre-stamped envelopes for Order on Stipulation for Substitution of Counsel	3.00	\$0.57	\$1.71
Expense	10/24/2022	Postage: Letter to Judge Muscarella re: Stipulation for Substitution of Counsel with appropriate copies and envelopes for proposed Order	1.00	\$1.29	\$1.29
<b>Expenses Subtotal</b>					<b>\$6.20</b>

Time Keeper	Position	Quantity	Rate	Total
Thomas J. Trask	Attorney	0.9	\$185.00	\$166.50
Kathy Tokos	Non-Attorney	0.5	\$75.00	\$37.50
<b>Quantity Total</b>				<b>1.4</b>
<b>Subtotal</b>				<b>\$210.20</b>
<b>Total</b>				<b>\$210.20</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1476	11/30/2022	\$210.20	\$0.00	\$210.20
<b>Outstanding Balance</b>				<b>\$210.20</b>
<b>Total Amount Outstanding</b>				<b>\$210.20</b>

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.



# INVOICE

Invoice # 1479  
Date: 11/01/2022  
Due On: 11/30/2022

## Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201  
Clearwater, Florida 33756  
United States  
Tax ID: 59-3642714

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

**03753-Tarpon Springs/David Fularz CEB Appeal**

**Tarpon Springs/David Fularz CEB Appeal**

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	10/03/2022	JD	Receive and review motion for extension of time to comply with court order requiring new NOA and initial brief. Brief review of FRAP re same.	0.40	\$185.00	\$74.00

**Quantity Subtotal 0.4**

Time Keeper	Position	Quantity	Rate	Total
Jay Daigneault	Attorney	0.4	\$185.00	\$74.00

**Quantity Total 0.4**

**Subtotal \$74.00**

**Total \$74.00**

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1479	11/30/2022	\$74.00	\$0.00	\$74.00

**Outstanding Balance \$74.00**

**Total Amount Outstanding      \$74.00**

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.



**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 8, 2022

Subject: Special Event – City of Tarpon Springs  
There’s Snow Place Like Tarpon Springs  
December 2, 2022

---

**Recommendation:**

That the Mayor and Board of Commissioners approve the special event application for “There’s Snow Place Like Tarpon Springs” on December 2, 2022, and the temporary closure of Tarpon Ave. (Spring Blvd. to Grosse Ave.), Spring Blvd. (Orange St. to Shaddock St.), Banana St. (blocked at Spring Blvd. to Court St.) N. Safford (Tarpon Ave. to Orange St. – both directions – bank exit left open), S. Safford (Lemon St. to Tarpon Ave. north bound and (Tarpon Ave. to Court St. southbound), Hibiscus St. (Tarpon Ave. to Orange St.), and Mother Meres/Tarpon Ave. parking lots.

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

**Background:**

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

The hours of the event will be from 5:00 p.m. to 10:00 p.m., with set up beginning at 2:00 p.m. and breakdown by midnight (Mother Meres set up will begin at 1:00 p.m.) Proceeds will be used to promote Tarpon Springs.

This event will consist of falling snow, train rides, children’s activities, snow slide, holiday shopping, performances, music, food & beverages and much more.

Area businesses that may be affected by this event have been notified.

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: October 11, 2022 Updated 11/2/22

Name of Event: There's Snow Place Like Tarpon Springs

Date(s) of Event: Friday, December 2, 2022

Alternate Date(s): None

Hours of Event: 5-10pm

Set up/break down time needed: 2pm-12am \*\*Parking lot- mother meres to close at 1pm

Type/Purpose of Event: Christmas Event

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Ave. (Spring Blvd. to Grosse Ave.), Spring Blvd (Orange St. to Shaddock), Banana St. (Blocked at Spring Blvd and Court St.), North Safford Ave. (Tarpon Ave. to Orange Street- both Directions)\*\*Bank exit left open\*\*, South Safford Ave. (Lemon St. to Tarpon Ave.: Northbound) and (Tarpon Ave To Court Street: Southbound directions) and Hibiscus Street (Tarpon Ave. to Orange St.)

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

Disposition of Proceeds: Promote Tarpon Springs

**Applicant Information:**

Name of Organization: City of Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes  No

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

Individual to Contact: Ashley Harter (Telephone #) 727-942-5628(email) aharter@ctsfl.us

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

**General Information:**

**Vendors: "The Tarpon Springs Merchants' Association (TMSA) has agreed to coordinate the vendors for the event. Revenue from the vendors will be split between the City of Tarpon Springs (60%) and the TMSA (40%). The TMSA will collect all vendor revenue and remit funds due to the City of Tarpon Springs no later than**

**December 16, 2022. The City retains the right for final approval of vendors and the right to exclude vendors deemed unsuitable for the event by the City Manager."**

Number of Vendors: Approx. 100-150 (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): TBA

Approximate Number of Attendees: 20,000 Entrance Fee: \$ FREE

Location for Attendee Parking: Multiple places, including shuttle lots, city parking and street 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  **By Tarpon Police**

Will Music be Provided: Yes:  No  Hours of Play: 5-10pm Band:  DJ:  Other: \_\_\_\_\_

Type & Location of Toilet Facilities: Public restrooms and port o lets at several locations

Tent or Other Structure: Yes  No  Type of Structure: 10x10 pop up tents

How will Structure be Secured: weights as needed

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

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

Amusement/Carnival Rides: Yes  No  Name of Company Providing Rides: Air Fun Games/Greg Forron

Types of Rides: Train/Snow slide 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: Per TSPD

Cones:  How many: Per TSPD

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

Electricity Needed:  Where: Tarpon Ave, Spring Bayou Bulkhead, Spring Blvd., public restroom lot

Public Restrooms:  Hours of Opening/Closing: Stay open until 12am

Street Banners:  Locations: City approved locations

Additional City Trash Cans

Directional Parking Signs:  Locations: Tarpon Ave & in parking lots

Other: Please have sprinklers turned off at Spring Bayou, Craig Park and anywhere we will be.

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

If not, when will it be sent: n/a

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

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

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

*Ashley R Harter*

10/11/2022

Signature of Applicant

Date



**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 8, 2022

Re: City of Tarpon Springs Recreation Department  
33<sup>rd</sup> Annual Holiday Boat Parade  
December 2, 2022

---

**Recommendation:**

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "33<sup>rd</sup> Annual Holiday Boat Parade" on December 2, 2022, at Craig Park.

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

**Background:**

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

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



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

**Event Information:**

Date of Application: 9/13/2022

Name of Event: Boat Parade

Date(s) of Event: Friday, December 2nd, 2022

Alternate Date(s): none

Hours of Event: 7-9pm

Set up/break down time needed: N/A

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

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

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

Other: N/A

Disposition of Proceeds: None, Free Event

**Applicant Information:**

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes  No

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

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

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

**General Information:**

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

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

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

Location for Attendee Parking: Parking lot

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

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

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

Type & Location of Toilet Facilities: Craig Park Restrooms

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

How will Structure be Secured: \_\_\_\_\_  
 Solid Waste Collection/Disposal: Yes  No  Dumpster:  Rolloff:  Other: \_\_\_\_\_  
 If parade # of: Participants \_\_\_\_\_ Animals \_\_\_\_\_ Floats \_\_\_\_\_ Bands \_\_\_\_\_ Other Boats- 30-50  
 Amusement/Carnival Rides: Yes  No  Name of Company Providing Rides: \_\_\_\_\_  
 Types of Rides: Bounce House/Water Slide Is Diagram of Layout Attached: Yes  No   
 Will Food/Beverages be Served: Yes  No  Cooked on Site:  Given Away: \_\_\_\_\_  
 Will Alcoholic Beverages be Served: Yes  No  Type of Alcoholic Beverages: \_\_\_\_\_

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

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

Barricades:  How many: \_\_\_\_\_  
 Cones:  How many: \_\_\_\_\_  
 Portable Stage:  Location: \_\_\_\_\_  
 Electricity Needed:  Where: \_\_\_\_\_  
 Public Restrooms:  Hours of Opening/Closing: Please leave open until 10pm  
 Street Banners:  Locations: \_\_\_\_\_  
 Additional City Trash Cans:   
 Directional Parking Signs:  Locations: \_\_\_\_\_  
 Other: Sprinklers to be turned off in Craig Park on December 2nd, 2022 from 5-11pm

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

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

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

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

*Doreen Smith*  
 Signature of Applicant

9/13/2022  
 Date

# 33RD ANNUAL

## HOLIDAY BOAT PARADE

Channel Marker 25

Anclote River



TARPON SPRINGS  
RECREATION

FRIDAY, DECEMBER 2ND  
6:30-8:30PM

### ITINERARY:

6:30PM - CAPTAIN'S MEETING AT TARPON LANDING\*  
DOCKING AVAILABLE DURING MEETING

7:00PM - CAST OFF

7:10PM - PARADE THROUGH ANCLOTE RIVER & BAYOUS

8:00PM - ENTER SPRING BAYOU FOR JUDGING

8:30PM - RETURN TO HOME PORTS

TROPHIES FOR THE BEST DECORATIONS!

# FREE!

REGISTRATION FORM ON REVERSE SIDE

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

TIDES  
LOW TIDE AT 2:05PM +1.04FT  
HIGH TIDE AT 8:15PM +3.2FT  
SUNSET AT 5:34PM

Beckett  
Bridge

Spring  
Bayou

Whitcomb  
Bayou

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

# 33RD ANNUAL

## HOLIDAY BOAT PARADE

DECEMBER 2ND, 2022

### REGISTRATION FORM

**CAPTAIN'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_ **BOAT NAME:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **L.O.A.:** \_\_\_\_\_

**DRAFT:** \_\_\_\_\_ **# OF PEOPLE:** \_\_\_\_\_

A CAPTAINS MEETING WILL BE HELD AT 6:30PM AT TARPON LANDING MARINA TO DISCUSS ORDER OF BOATS, RULES AND THE PARADE ROUTE. CONTACT THE TARPON LANDING MARINA ON VHF CHANNEL 10 ON APPROACH FOR MOORING ASSISTANCE. SLIPS WILL BE AVAILABLE AT THE MARINA WHILE THE CAPTAINS MEET. EACH CAPTAIN WILL OPERATE HIS/HER VESSEL SAFELY AND ASSUME ALL LIABILITY FOR THE SAFETY OF ALL PASSENGERS ABOARD. I DO HEREBY WAIVE ALL LEGAL RIGHTS OF ACTION AGAINST THE CITY OF TARPON SPRINGS AND THEIR REPRESENTATIVES IN CONNECTION WITH ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE. FAILURE TO ABIDE BY THE RULES MAY RESULT IN A FUTURE BAN FROM THIS EVENT.

- 1) PLEASE DO NOT THROW CANDY OR ANY OTHER ITEMS FROM YOUR BOAT TO THE CROWD. THESE ITEMS INVARIABLY WIND UP IN THE WATERWAYS AND ARE ENVIRONMENTAL HAZARDS. ADDITIONALLY, FWC WILL BE ON HAND TO "RE-EDUCATE" ANY OFFENDERS.
- 2) PLEASE BE WARY OF MANATEES THROUGHOUT THE PARADE.
- 3) PLEASE DO NOT HAVE A LIVE "SANTA CLAUS" ON YOUR VESSEL WHEN IN VIEW OF THE CROWD, ESPECIALLY IN SPRING BAYOU. THE "REAL" SANTA IS ON OUR LEAD BOAT AND WE PREFER TO AVOID CONFUSING YOUNGER VIEWERS.
- 4) THE TARPON SPRINGS FIRE RESCUE BOAT IS OUR LEAD VESSEL AND WILL MONITOR VHF CHANNELS 16 & 68 FOR ANY ISSUES DURING THE PARADE.
- 5) THE BRIDGE TENDER AT BECKETT BRIDGE WILL BE ON DUTY FROM 5:30PM-9:30PM ON THE DAY OF THE PARADE. HIS CELL NUMBER IS 727-580-9394.
- 6) YOU MAY REACH ME ON THE DAY OF THE PARADE AT 727-421-1854.
- 7) JUDGING WILL TAKE PLACE IN SPRING BAYOU FROM THE BULKHEAD WHERE THE EPIPHANY CROSS IS THROWN. WE WILL CALL YOU ON YOUR PHONE IF YOU ARE ONE OF THE WINNERS.
- 8) ONCE THE PARADE HAS CIRCLED IN AND OUT OF SPRING BAYOU TWO TIMES, CAPTAINS ARE FREE TO HEAD FOR THEIR HOME PORTS.
- 9) MAINTAIN A SAFE DISTANCE FROM OTHER BOATS AROUND YOU.
- 10) THIS IS A **FAMILY-FRIENDLY HOLIDAY** EVENT, PLEASE DECORATE YOUR VESSEL APPROPRIATELY AND REFRAIN FROM ANY DECORATIONS OR BEHAVIORS THAT COULD BE DEEMED UNFITTING.

\_\_\_\_\_  
SIGNATURE



TARPON SPRINGS  
RECREATION

\_\_\_\_\_  
DATE

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING SECTION 5-28 OF THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS IN ITS ENTIRETY; PROVIDING FOR MANATEE PROTECTION; PROVIDING FOR A VESSEL EXCLUSION ZONE WITHIN SPRING BAYOU; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

**WHEREAS**, the City recognizes the possibility of vessel impact with manatees may cause death or serious injury; and

**WHEREAS**, the area to be restricted is not a channel that is used for access and egress except by three homes that have riparian rights; and

**WHEREAS**, Florida laws allow vessels registered to these homeowners to gain access to the areas to be regulated; and

**WHEREAS**, the unintentional harassment of manatees occurs occasionally when motorized vessels enter the small enclosed area of Spring Bayou during the winter months; and

**WHEREAS**, there is a high probability of causing cold stress to basking manatees seeking sanctuary within Springs Bayou when they are frightened by motorized vessels; now, therefore

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:**

**Section 1.** That Section 5-28 of the Code of Ordinances of the City of Tarpon Springs, is amended in its entirety to read as follows:

**"§5-28 MANATEE PROTECTION.**

(a) *Purpose.* The purpose of this section shall be to protect the West Indian Manatee from the dangers presented by motor propelled or artificially propelled vessels of all types.

(b) *Definitions.* For the purpose of this section, the following terms, phrases, words and derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" is always mandatory and not merely directory.

1. "Vessel" means a motor-propelled or artificially propelled vehicle and every other description of boat, watercraft, barge, and airboat other than a seaplane on the water, used or capable of being used as a means of transportation on the water, including jet skis, and other personal watercraft.
2. "Person" means any individual, partnership, firm, corporation, association or other entity.

3. "Operate" means to navigate or otherwise use any vessel in, on or under the water.
- (a) "Idle speed" means the minimum speed that will maintain steerage way of a motorboat.
4. "Idle speed zone" means an area where vessels may not be operated at greater than "Idle speed".
5. "Spring and Whitcomb Bayous" means these waterways as appearing on the Exhibit A attached hereto and is inclusive of adjacent waterways and tributaries south of the Beckett Draw Bridge, a/k/a the Yacht Club Bridge.
- (c) *Area regulated.* The area regulated by the provisions of this section shall be all public waters, creeks, bayous, canals and channels comprising Spring Bayou, Whitcomb Bayou, Minetta Bayou, Inness Bayou, the tributary adjacent to Baynard Bridge and all public waters, creeks, bayous, canals and channels adjacent to Moorings Cove Drive and connected to Whitcomb Bayou and all other such public waters, creeks, bayous, canals and channels signed or designated by direction of the City Commission or City Manager as "Manatees-Idle Speed" or similar terms.
- (d) *Means of enforcement.* The provisions of this section shall be enforced by members of all duly authorized law enforcement agencies.
- (e) *Prohibited acts.* It shall be a violation of this section for any vessel to traverse the waterways within the areas regulated by this section at a speed greater than "Idle speed" from November 15 through March 31 of any given year.
- (f) *Exemptions.* Exempt from the provisions of this section shall be any Florida Marine Patrol, Pinellas County Sheriffs Department and/or other official craft and craft operating under emergency conditions while in the performance of their official duties or operations in an emergency.
- (g) *Special exclusion zone.* No motorized or self-propelled vessels shall be operated within Spring Bayou from November 15 through March 31 of any given year. The Board of Commissioners may give permission to motorized vessels to use Spring Bayou for the Christmas Boat Parade or Epiphany celebrations at least two weeks prior to the event.
- (h) *Conflict.* In the event that any provision in this Ordinance is found to be in conflict with any other City of Tarpon Springs ordinance regarding the same subject, the more restrictive ordinance shall apply.
- Section 2.** That this Ordinance shall become effective immediately upon final passage and adoption.





**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 8, 2022

Re: Special Event – St. Nicholas Greek Orthodox Cathedral  
St. Nicholas Vespers Procession  
December 5, 2022

---

**Recommendation:**

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "St. Nicholas Vespers Procession" on December 5, 2022, and the temporary closure of the following streets: Pinellas Ave., Orange St., Hibiscus St. and Tarpon Ave.

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 procession will begin at approximately 6:45 p.m. (after Church Service), and will last about 30 mins. The Tarpon Springs Police Department will coordinate all traffic and crowd control needs along the procession route.

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: October 25, 2022  
Name of Event: St. Nicholas Vespers  
Date(s) of Event: 12/5/22  
Alternate Date(s): N/A  
Hours of Event: 6:45 p.m. to 7:30 p.m.  
Set up/break down time needed: N/A  
Type/Purpose of Event: Religious Procession after Church Service

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

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: Costas Sisois (Telephone #) 937-3540 (email) \_\_\_\_\_  
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: 200 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: \_\_\_\_\_

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: Next Week

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

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 SIKOIS  
Signature of Applicant

10/25/22  
Date



**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 8, 2022

Subject: Annual Christmas Parade – Chamber of Commerce  
December 10, 2022

---

**Recommendation:**

That the Mayor and Board of Commissioners approve the Annual Christmas Parade presented for the City by the Chamber of Commerce on Saturday, December 10, 2022, and the temporary closure of Pinellas Ave. (Meres Blvd. to Tarpon Ave.), Lemon St. (Pinellas Ave. to Ring Ave.), Ring Ave. (Lemon St. to Tarpon Ave.), and Tarpon Ave. (Ring Ave. to Craig Park.).

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

**Background:**

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

The parade will begin at 10:00 a.m. in front of Rodie's Restaurant and Pancake House and end at Craig Park at approximately noon. Parade set-up will begin at 8:00 a.m.

The City has sent out road closure notifications to area business that may be affected by this event.

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

**Event Information:**

Date of Application: 10/21/2022

Name of Event: Annual Christmas Parade

Date(s) of Event: December 10, 2022

Alternate Date(s): None

Hours of Event: 1000 - 1200

Set up/break down time needed: 0800 - 1300

Type/Purpose of Event: City Holiday celebration

Location of Event (include map for parade/procession routes with assembly and disband points): S. Pinellas Ave., Lemon St., Ring Ave., Tarpon Ave., Craig Park (disburse)

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

Other: N/A

Disposition of Proceeds: N/A

**Applicant Information:**

Name of Organization: Tarpon Springs Chamber of Commerce

Registered Nonprofit Org.: Yes  No

Organizations Address: 1 N. Pinellas Ave.,

Individual to Contact: Jean Hungiville (Telephone #) 727-937-6109 (email) president@tarponspringschamber.org

Alternative Contact: cell: 757-709-0955 (Telephone #) \_\_\_\_\_ (email) \_\_\_\_\_

**General Information:**

Number of Vendors: N/A (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: 1,000 Entrance Fee: \$ N/A

Location for Attendee Parking: City parking lots and street 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

Will Music be Provided: Yes  No  Hours of Play: 1000 - 1200 Band:  DJ:  Other: on floats

Type & Location of Toilet Facilities: Public restrooms at Tarpon Ave. & Craig Park. Would like to have City Portalets set up in Manatee Plaza parking lot . I was told there is a pumping station on Morgan St. side.

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

How will Structure be Secured: N/A

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

If parade # of: Participants 500 Animals 5 Floats 60 Bands 2 Other These are estimates

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

Types of Rides: N/A 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: N/A

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

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

Barricades:  How many: As needed per TSPD

Cones:  How many: As needed per TSPD

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

Electricity Needed:  Where: \_\_\_\_\_

Public Restrooms:  Hours of Opening/Closing: Regular Saturday hours

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: covered by City

Is the Certificate of Insurance Attached: Yes  No  If not, when will it be sent: covered by City

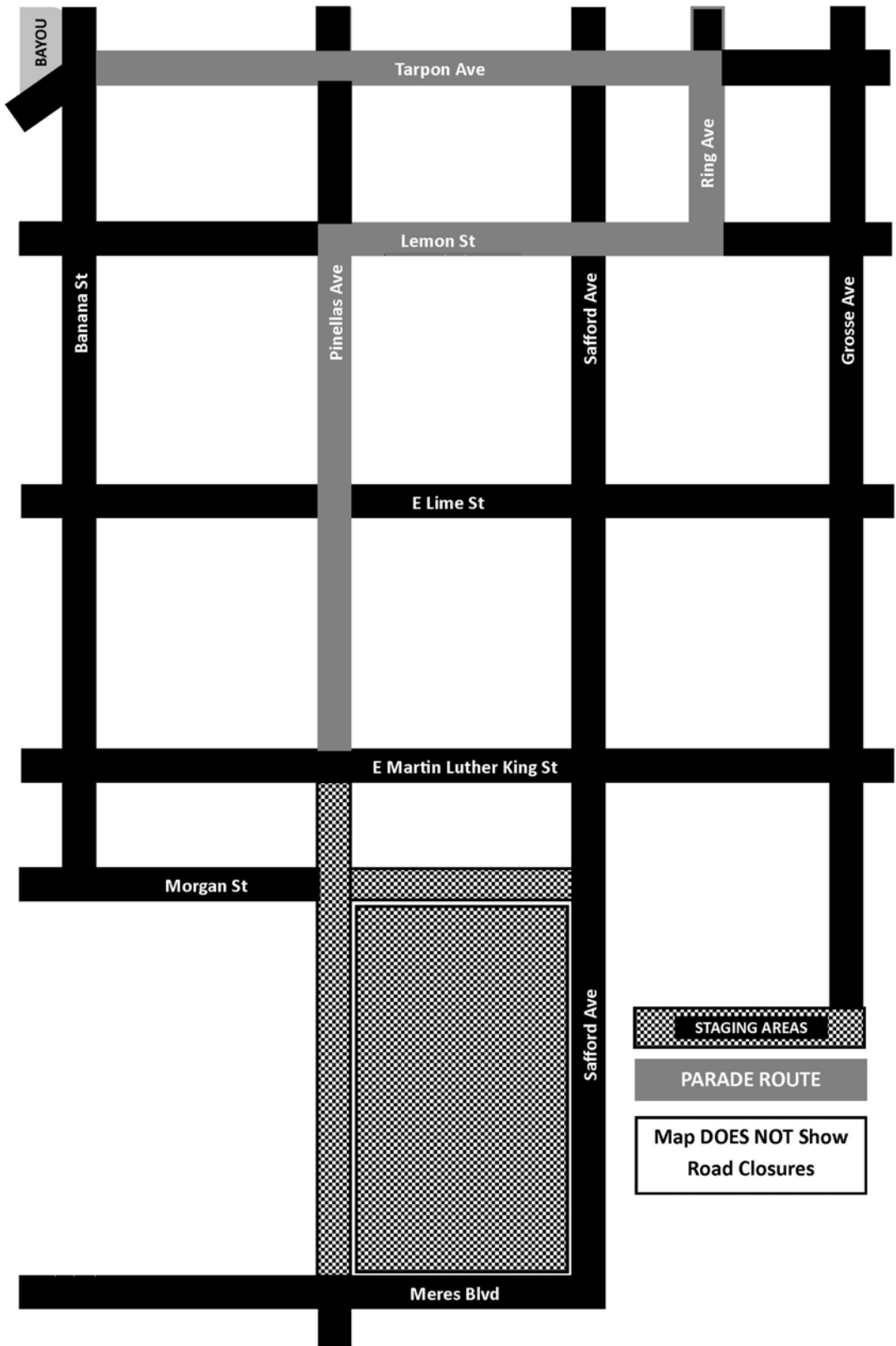
I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes  No

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.

Jean Hungiville  
Signature of Applicant

10/21/2022  
Date







**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 8, 2022

Subject: Special Event –Recreation & Police Department  
Holiday Movie in the Park  
December 17, 2022

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**Recommendation:**

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation & Police Departments' special event application for "Holiday Movie in the Park" on Saturday, December 17, 2022 at Craig Park.

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

**Background:**

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

This years' family friendly movie will be Arthur Christmas. The event will begin at 5:30 p.m. and end at 7:30 p.m. Free hotdogs and drinks will be provided by Tarpon Springs Publix.

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**

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**Event Information:**

Date of Application: 10/11/22

Name of Event: Holiday Movie in the Park

Date(s) of Event: Saturday, December 17th, 2022

Alternate Date(s): none

Hours of Event: 5:30-7:30pm

Set up/break down time needed: 4:00-8:30pm

Type/Purpose of Event: Family friendly movie at Craig Park

Location of Event (include map for parade/procession routes with assembly and disband points): Craig Park

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

Other: N/A

Disposition of Proceeds: None, Free Event

**Applicant Information:**

Name of Organization: Tarpon Springs Recreation Division & Tarpon Springs Police Department

Registered Nonprofit Org.: Yes  No

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

Individual to Contact: Ashley Harter (Telephone #) 727-942-5628 (email) aharter@ctsfl.us

Alternative Contact: Taurean Mathis (Telephone #) 727-939-4559 (email) Tmathis@tspd.us

**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): Parking lot

Approximate Number of Attendees: 100-150 Entrance Fee: \$ Free

Location for Attendee Parking: Parking lot

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

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

Will Music be Provided: Yes  No  Hours of Play: 5:30-7:30pm Band:  DJ:  Other: Movie/Radio

Type & Location of Toilet Facilities: Craig Park Bathrooms- Please leave unlocked until 9pm\*\*

Tent or Other Structure: Yes  No  Type of Structure: 10X10 Tents

How will Structure be Secured: Tent Weights



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: Around Bandshell  
Public Restrooms:  Hours of Opening/Closing: Please leave open until 9pm  
Street Banners:  Locations: \_\_\_\_\_  
Additional City Trash Cans:  \_\_\_\_\_  
Directional Parking Signs:  Locations: \_\_\_\_\_  
Other: Parks Request: Please spray for ants in the grass & turn off sprinklers. Thank you.

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

If not, when will it be sent: n/a

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

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

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

Ashley Harter  
Signature of Applicant

10/11/2022  
Date

# ARTHUR CHRISTMAS



JOIN US ON DECEMBER 17 FOR A SHOWING OF **ARTHUR CHRISTMAS**.

ACTIVITIES START AT 5:30PM, MOVIE AT 6PM

ENJOY FREE HOT DOGS & DRINKS FROM PUBLIX, WHILE SUPPLIES LAST

**CRAIG PARK - 5 BEEKMAN WAY**

**727-942-5628**



**KONQ ICE**



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *GL*  
**DATE:** 11/08/2022  
**SUBJECT:** Approve Name Change Cardno Inc., RFQ No. 220014-S-JL, Engineer of Record

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### RECOMMENDATION

Approve Name Change from Cardno, Inc., Federal Employer Identification Number - FEIN (45-2663666) to, Stantec Consulting Services Inc., FEIN (11-2167170) for Engineer of Record services.

### BACKGROUND

On January 25, 2022, the Board awarded RFQ No. 220014-S-JL with Cardno Inc. from the date of notice to proceed for a five (5) year period. The purpose of the contract is to provide miscellaneous professional engineering services for various capital improvement projects as well as general operations for city wide projects.

The name change is needed because the awarded firm, Cardno, Inc. has been acquired by Stantec Consulting Services Inc. effective September 7, 2022 (see attached memos).

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

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



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To: File From: Crystal Luckwell

File: 1198-99000 Date: September 7, 2022

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**NOTE: ATTACHMENTS ARE SAVED IN PDF.****Re: Acquisition of Cardno USA, Inc. and Cardno Canada Holdings Limited**

This memo details the steps by which Mustang Acquisition Holdings Inc., a Delaware corporation ("**MAHI**"), which is wholly owned and controlled by Stantec Inc., a Canadian corporation ("**Stantec**" or the "**Ultimate Parent Company**"), acquired Cardno USA, Inc., a Delaware corporation ("**CUSA**") and Cardno Canada Holdings Limited, an Ontario corporation ("**CCHL**") and their subsidiaries.

1. On October 21, 2021, MAHI entered into a Share Purchase Agreement (the "**Purchase Agreement**") with Cardno Limited, an Australian public company ("**Cardno**"). Pursuant to the Purchase Agreement, MAHI agreed to acquire all the issued and outstanding shares of CUSA and CCHL from Cardno. Attached to this memo is a copy of the first 9 pages from the Purchase Agreement, the Dictionary pages, and the Execution pages.
2. On December 8, 2021, the closing deliverables in relation to the Purchase Agreement were exchanged and the Closing Funds were released (the "**Completion Date**").
3. In accordance with the terms of the Purchase Agreement, CUSA and CCHL became wholly owned subsidiaries of MAHI which, in turn, is wholly owned by Stantec. At the Completion Date, CUSA had seven (7) subsidiaries and CCHL had one (1) subsidiary. Attached to this memo is a copy of the Organization Chart on the Completion Date.
4. On December 8, 2021, MAHI entered into a Share Purchase Agreement with Stantec Consulting Ltd. ("**SCL**") to acquire all the issued and outstanding shares of CCHL. Attached to this memo is a copy of the Share Purchase Agreement.
5. On December 31, 2021, Articles of Dissolution for Cardno S&E Limited ("**CSEL**") were filed with the Ontario Ministry of Government and Consumer Services. Attached to this memo is a copy of the Certificate and Articles of Dissolution. Effective the same date, as part of the wind-up process, all assets and liabilities of CSEL were transferred to its sole shareholder, CCHL.
6. On December 31, 2021, Articles of Dissolution for CCHL were filed with the Ontario Ministry of Government and Consumer Services. Attached to this memo is a copy of the Certificate and Articles of Dissolution. Effective the same date, as part of the wind-up process, all assets and liabilities of CCHL were transferred to its sole shareholder, SCL.
7. On June 30, 2022, CUSA was merged with and into Stantec Consulting Services Inc. ("**SCSI**"). Attached to this memo is a copy of the Certificate of Merger issued by the Delaware Secretary of State. As a result of the merger, SCSI is the parent company of Cardno, Inc.



# CITY OF TARPON SPRINGS, FL

## PROCUREMENT SERVICES

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director  
**DATE:** 01/25/2022  
**SUBJECT:** Select Cardno, Inc. and DRMP, Inc. for RFQ No. 220014-S-JL Engineer of Record (EOR) Services

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### RECOMMENDATION:

Select Cardno, Inc. and DRMP, Inc. as the Professional Engineers for RFQ No. 220014-S-JL, the firms ranked number one and two in the following list of firms deemed to be the most highly qualified to perform the required services for Engineer of Record (EOR) 1) Cardno, Inc. 2) DRMP, Inc. 3) American Consulting Engineers of Florida, LLC, and 4) Kimley-Horn and Associates, Inc., for a five (5) year period from date of contract execution in an aggregate annual amount not to exceed \$850,000.00 for Project Administration.

### BACKGROUND:

The purpose of this agreement is to provide professional engineering services for both capital improvement projects (CIP) and general operations services for city wide projects. A sampling of anticipated projects include; road reconstruction, restroom reconstruction, traffic control, landscape design and grant writing assistance (see attached memo). The Evaluation Committee evaluated eight (8) responses received to the Request for Qualifications and short-listed four (4) firms and selected the top two (2) ranked firms. The award is in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055 Florida Statutes.

**FUNDING:** Funding to be identified as projects arise.



## Project Administration Department

### Memorandum

**Date:** January 25, 2022  
**To:** Janina Lewis, Procurement Department Director  
**From:** Bob Robertson, Project Administration Department Director *BRB*  
**Subject:** Recommendation to Approve Engineer of Record Continuing Services Contracts

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#### Recommendation

Board of Commissioner approval is requested of two (2) Engineer of Record Continuing Services contracts with Cardno Inc. and DRMP Inc. with a maximum combined annual spending limit of \$850,000.

#### Background

The City has recently completed a competitive selection process through which Cardno Inc. and DRMP Inc. were selected as the two top ranked firms. These firms have been selected to provide continuing engineering services on an as-needed basis.

The contract term for service as the Engineer of Record (EOR) shall be for five (5) years with a maximum combined annual cap of \$850,000 for professional services rendered. This is the same spending limit that has been requested and approved for prior EOR contracts. Spending caps will be reviewed and renewed annually. The scope and fee for each individual work order will be negotiated on a case-by-case basis with each firm requiring multiple levels of review and approval.

Funding for engineering services is available and is typically included in multi-departmental CIP budgets.





**CITY OF TARPON SPRINGS, FL**  
Procurement Services

324 East Pine Street  
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Fax (727) 937-1766

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**MEMORANDUM**

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**TO:** Honorable Mayor and Board of Commissioners  
**Thru:** Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *AL*  
**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*  
**DATE:** 11/08/2022  
**SUBJECT:** Increase File No. 220161-C-AS, Computer Aided Dispatch/Automated Report Management System (CAD/ARMS), Crime Scene, and Fingerprint Agreement

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**RECOMMENDATION:**

Increase File No. 220161-C-AS, Computer Aided Dispatch/Automated Report Management System (CAD/ARMS), Crime Scene, and Fingerprint Agreement with Pinellas County Sheriff's Office (PCSO) from the estimated annual amount of \$76,000 to \$125,000, an increase of \$49,000, for the Police Department (PD).

**BACKGROUND:** On July 26, 2022, the BOC approved the subject contract with PCSO. At the time of award, the line-item amounts for ARMS and Forensics Services were to be determined, pending approval of the PD's FY23 budget. PD's FY23 budget was approved for the following: ARMS at \$34,000 and Forensics Services at \$15,000 (see attached memo). The purpose of this contract is to provide the PD with ongoing technical support in partnership with PCSO that are essential to its daily operations.

**FUNDING:** 001-1002-521.31-00 and 001-1002-521.34-00 Police Department

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



# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *JPY*

Date: October 25, 2022

Ref: Modification of Pinellas County Sheriff's Office CAD/ARMS agreement (10/1/22 through 09/30/23)

On July 26, 2022, the Board approved a combined CAD/RMS, Crime Scene and Fingerprint Agreement with the Pinellas County Sheriff's Office in the estimated amount of \$76,000, for the Police Department. At the time of award, the approved line-item amounts for Automated Report Management System (ARMS) and Forensic Services were to be determined, pending approval of the department's FY23 budget. The Police Department's FY23 budget was approved for the following amounts:

- ARMS \$34,000
- Forensic Services \$15,000

The Police Department requests an expenditure approval for ARMS and Forensics Services in the additional estimated amount of \$49,000, through the remainder of FY23.

Funding: 001-1002-521.31-00  
001-1002-521.34-00

*ll*



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849  
WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*





AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation (hereinafter "CITY"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF")

WHEREAS, the SHERIFF currently maintains a computer-aided dispatch (CAD) system; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit the CITY to have full access to all the features available in the SHERIFF'S CAD system; and

WHEREAS, the CAD system is capable of handling the volume of calls that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the SHERIFF currently has available and utilizes a computer-based system for taking, recording, and collating police reports known as the Augmented Criminal Investigative Support System (ACISS); and

WHEREAS, this computer-based system allows for the preparation of police reports using the system, making retrieval of and statistical information related to such reports readily available to law enforcement personnel; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit CITY officers to utilize the computer based ACISS program; and

WHEREAS, the ACISS system is capable of handling the volume of reports that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the CITY desires to contract with the SHERIFF for crime scene services; and

WHEREAS, the CITY desires to contract with the SHERIFF for assistance in examining latent fingerprints derived from crime scenes within the CITY and from suspects and victims of crimes occurring within the municipal limits of the CITY; and

WHEREAS, both the CITY and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the CITY and of Pinellas County;

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

A. COMPUTER AIDED DISPATCH (CAD)

1. The SHERIFF maintains a computer aided dispatch (CAD) system whose main purpose is to input and dispatch calls for service relating to law enforcement matters, as well as provide data communication with police laptop computers; said system is staffed twenty-four (24) hours per day, seven (7) days per week. This system is operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to allow the CITY to utilize the SHERIFF'S CAD system to input and dispatch calls, and generate records for the CITY police department. The CITY agrees that it will provide resilient and redundant internet service provider connections with a 50MB Bright House connection as the primary provider and a 50MB CenturyLink connection as the secondary, back-up provider. The CITY further agrees that it shall permit authorized personnel timely and reasonable access to install, deliver, operate, maintain, and remove the service and equipment to include Brighthouse Networks, CenturyLink and Pinellas County Sheriff's Office network equipment. In addition, the CITY agrees to provide the aforementioned entities floor space, rack space, other space as required, and clean power as is reasonably necessary for the installation and operation of equipment located at the CITY police department.
2. The SHERIFF shall be responsible for the maintenance, upgrades and repairs to The SHERIFF'S CAD system.
3. The SHERIFF shall notify the CITY of any changes or upgrades necessary in the communication equipment owned by the CITY, to ensure that the CITY continues to have full access to the CAD system. The cost of such changes or upgrades shall be the responsibility of the CITY.
4. The SHERIFF agrees that such notice to the CITY shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade.

5. The CITY agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.
6. All communication equipment needed, such as but not limited to laptop computers, to provide communication between the CAD system and the on-duty officers of the CITY shall be purchased by the CITY. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.
7. Equipment purchased by the CITY for use by its police personnel, such as laptop computers shall remain the property of and be maintained by the CITY. The parties agree that the hardware, software and licenses which provide for access and use of the SHERIFF'S CAD system by the CITY, and for which hardware and licenses the CITY pays the SHERIFF, as specified in Attachment I and herein incorporated, will belong to the SHERIFF and as such remain the SHERIFF'S property in the event this Agreement is cancelled for any reason or not renewed.
8. The SHERIFF agrees to provide the technical and troubleshooting support to ensure that all equipment, hardware, and software for which the SHERIFF is responsible is properly configured and in working order. Any problems relating to the CITY's hardware and software will be the responsibility of the CITY to address.
9. The CITY shall pay to the SHERIFF the sum of SIXTY-THREE THOUSAND SEVEN HUNDRED TWO DOLLARS AND EIGHTY-THREE CENTS (\$63,702.83), which provides payment for the annual maintenance fees for fifty-five (55) mobile licenses, three (3) CAD workstation licenses, the annual maintenance fee for the Citrix software, and the ongoing monthly ISP connection fees for Bright House and CenturyLink. (See Attachment 1.)
10. Should the CITY determine a need to add additional units to its fleet which are CAD accessible, the CITY shall be responsible for all associated costs at that time.

**B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)**

1. The SHERIFF shall provide a law enforcement records management system, Augmented Criminal Investigative Support System (ACISS) to the CITY for its police department for sharing records management software in order to maximize data resource sharing, increase efficiency, eliminate redundant records systems and the associated fiscal impact. In addition, the CITY'S police



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department will have access to and may utilize the SHERIFF'S Automated Records Management System (ARMS) Data Assistants for completion of police reports. In making the Automated Records Management System available to the CITY'S police department, the SHERIFF will enable and permit police department officers to call in to the SHERIFF'S OFFICE all police reports as the police department may deem necessary and appropriate. ARMS Data Assistants who generate these reports shall be continuously available to the CITY'S police department except at such times as the SHERIFF'S computer system is unavailable due to routine maintenance, upgrading, data back-up operations, or malfunction.

2. The CITY police department may elect for its officers to enter and generate all or a portion of their own police reports, in which case the CITY agrees to establish and maintain a quality control system in order to maintain the integrity of the data being entered into ACISS. Failure to do so may result in payment by the CITY to ACISS to restore the integrity of the data and/or the requirement that all future reports be done utilizing ARMS Data Assistants.
3. The SHERIFF shall host the ACISS system and provide a point of network connectivity for the CITY Police Department. The SHERIFF is responsible for maintaining the records management computer system, including all required software licenses, upgrades, updates and system administration. The SHERIFF is also responsible for maintaining the records management software (ACISS), including all necessary software licenses, upgrades, updates and system administration. The CITY agrees it shall be responsible for providing and running the necessary anti-virus software on all computers connected to ACISS, and shall be responsible for performing Windows updates on a regular and ongoing basis.
4. The City's police department is able to link to the Sheriff's Office network through the connection established through Bright House and CenturyLink as referenced in the above section, which provides a communication link to the Sheriff's Office public safety campus at 10750 Ulmerton Road, Largo, Florida. As network technology continues to evolve, typically with improved "throughput" and reduced cost, the system for network connectivity may be changed upon agreement by both parties. The network described herein shall provide connectivity for the records management system; any cost in connection with this communication link shall be the responsibility of the CITY. In order to provide the CITY'S police department mobile units the most efficient access to ACISS, the CITY agrees to utilize the NetMotion VPN

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product on the police department's mobile (laptop) units when said units are connected outside of the police department network.

5. The SHERIFF originally provided CITY police officers and other police personnel with training in the use of the ACISS system, including utilization of the ARMS Data Assistants for the creation of police reports by the officers. The parties agreed that the goal in training CITY officers in the use of ACISS was to develop expertise on the part of one or more officers to the extent they would become more responsible for training new officers who are employed by the CITY in the future, and as such, the CITY is now responsible for said training. At such time as the parties agree that the CITY's police officers may begin completing their own police reports using ACISS, additional training at no cost shall be provided by the SHERIFF. All training shall take place at times mutually agreed upon by the parties. As with the use of ACISS, the goal of said training for officers to produce their own reports will be to develop expertise so that the training of new officers who are employed by the CITY in the future will be the responsibility of the CITY.
6. The SHERIFF will provide to the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) information pertaining to articles with serial numbers from all police reports it completes, in order that these articles may be documented in these database systems. Said documentation, once accomplished, will be so noted by the SHERIFF in the applicable police reports. At such time as the CITY police department elects to prepare and enter its own police reports, it shall be responsible for notifying the SHERIFF of articles and serial numbers for entry into these database systems.
7. The SHERIFF, through appropriate staff, will review each report it prepares for completeness in compliance with UCR requirements. However, it shall be the responsibility of the CITY'S police department to review and approve all reports for the accuracy and completeness of information contained therein. The CITY police department will also be responsible for ensuring that all police report supporting documents are entered into ACISS.<sup>1</sup> Further, the CITY'S police department shall determine which reports require follow-up by the State Attorney and shall provide copies of those reports to the Office of the State Attorney and to such other parties as it deems appropriate or may be required by law.



8. The SHERIFF will provide to the Florida Department of Law Enforcement (FDLE), reports reflecting crime statistics for all UCR reportable crimes occurring in the CITY which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The SHERIFF will provide the data to the CITY on a monthly basis to review and make recommended updates to reports based on FIBRS reporting requirements. The FIBRS-related updates need to be made by the CITY no later than the 12<sup>th</sup> of each month. If the updates are not made by the 12<sup>th</sup> of the month, the data will be submitted to FDLE by the 15<sup>th</sup> of the month "as is." The CITY has elected to be designated as a Full Contract CITY in FDLE's FIBRS records, which allows the SHERIFF to submit and verify the CITY'S UCR data to FDLE.
  
9. The SHERIFF also agrees that the CITY'S police department may utilize the property and evidence tracking component of ACISS in order to document items it collects and receives, as well as document chain of custody of said items. While the SHERIFF has provided assistance in configuring ACISS in order that the police department's items can be tracked separate and apart from that of the Sheriff's Office, the parties agree that the SHERIFF is in no way responsible or liable for the CITY police department's usage of ACISS for this purpose, and the CITY alone is solely responsible for the accuracy of all entries and any errors that may occur. The CITY will likewise be solely responsible for all items of property and evidence it receives and processes, stores and as appropriate, disposes of in accordance with state law and any applicable court orders.
  
10. The CITY shall pay to the SHERIFF the sum of FIVE THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS AND TEN CENTS (\$5,152.10)) which provides payment for the annual maintenance fees for ten (10) ACISS licenses. (See Attachment I.)

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<sup>1</sup>There are several options for accomplishing supporting document entry into ACISS; these have been defined by the SHERIFF and included in the ACISS training.

### C. TRAFFIC CRASH REPORTING SYSTEM

1. In addition to ACISS, the SHERIFF will also make a vehicle crash reporting system available to the CITY police department. The system currently in use is the Traffic and Criminal Reporting System (TraCS) although the parties agree the SHERIFF reserves the right to discontinue use of TraCS should the State of Florida no longer offer its use free of charge or for other reasons as determined by the SHERIFF. Should the SHERIFF discontinue use of TraCS, it agrees to make available at cost, if any, whatever replacement system it elects to use.
2. It will be the responsibility of the CITY police department to ensure that crash reports are entered and approved/closed in a timely manner in compliance with the standards set by Florida Statute and the Florida Department of Highway Safety and Motor Vehicles (DHSMV) guidelines. The SHERIFF will be responsible for the uploading of crash reports on its website for citizen access.
3. The SHERIFF originally provided the CITY police department training in the utilization of TraCS in conjunction with the initial ACISS training. The parties agreed that the goal in training CITY officers in the use of TraCS was to develop expertise on the part of one or more officers to the extent they would become responsible for training new officers who are employed by the CITY in the future, as such the CITY is now responsible for said training.

### D. FORENSICS

1. The SHERIFF will provide to the CITY crime scene services for high priority calls to be determined by the CITY and SHERIFF. Said services shall include the documenting, photographing and processing of said crime scene as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside the SHERIFF'S capabilities shall be at the expense of the CITY but will be facilitated by the SHERIFF.
2. The parties agree that the term "high priority call" as used herein shall be defined as an incident, event or offense that requires a report or offense number be made, recorded or taken by a member of the CITY'S police department for documentation purposes and which requires some action by the SHERIFF'S Forensic Science Specialists.

3. The SHERIFF shall document the time spent by Sheriff's Office personnel performing duties associated with each crime scene processed for the CITY and calculate the costs of crime scene processing based upon these personnel costs, other additional costs incurred for support personnel, and related operating costs. The CITY shall be billed on a monthly basis with payment due within thirty (30) calendar days of receipt of the invoice.

E. LATENT PRINT SERVICE

1. The SHERIFF shall provide to the CITY latent print examination and analysis services for those prints the CITY elects to submit to the SHERIFF.
2. Latent Print Examiners who perform these services shall be appropriately trained and qualified to examine latent fingerprints and to identify same.
3. Said Examiners shall be members of the Pinellas County Sheriff's Office and shall be subject to the direction and all rules and regulations of the SHERIFF.
4. Said Examiners shall be on duty to perform fingerprint examinations for the CITY eight (8) hours per day, five (5) days per week and shall as a part of their duties:
  - a. Examine fingerprints provided by the CITY to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints in a premise or on an object.
  - b. Evaluate the quality of latent fingerprints provided by the CITY.
  - c. Compare the latent fingerprints of suspects provided by the CITY.
  - d. Appropriately document those latent fingerprints provided by the CITY that cannot be positively identified.
  - e. Prepare and provide to the CITY reports on all latent fingerprint identifications performed.
  - f. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.
5. In those instances where the CITY submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary available personnel to perform the work.
6. The CITY shall provide one individual, to be designated by the CITY, who shall act as a liaison with the Examiners provided for herein. Said liaison shall:
  - a. Be a member of the CITY Police Department.
  - b. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.



- c. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.
  - d. Be responsible for the return to the CITY of completed latent fingerprint request forms showing the results of such examination or comparison.
  - e. Serve as the SHERIFF'S contact with the CITY in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.
7. The CITY shall pay to the SHERIFF the sum of SIX THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND SIXTY CENTS (\$6,816.60) for the latent fingerprint services to be rendered pursuant to this Agreement, which reflects payment for seventy (70) latent print cases at a cost of NINETY-SEVEN DOLLARS AND THIRTY-EIGHT CENTS (\$97.38) per case. Should the CITY'S number of cases exceed the seventy (70) cases covered by this Agreement, it agrees to pay the NINETY-SEVEN DOLLARS AND THIRTY-EIGHT CENTS (\$97.38) per each additional case. If the CITY uses less than the seventy (70) cases anticipated, the funds for the number of cases paid for above the amount of actual cases processed during the term of this Agreement shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of cases for the year has been determined.

#### F. PUBLIC RECORDS REQUESTS.

The Pinellas County Sheriff's Office is a public agency subject to Chapter 119, Florida Statutes. Section 119.0701, Florida Statutes (2017) requires that all contractors comply with Florida's public records laws with respect to services performed on behalf of the Sheriff. To the extent this statute is applicable to this contract, the requirements are:

- a. Keep and maintain public records required by the CITY in order to perform the service;
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SHERIFF does not transfer the records to the public agency;

- d. Upon completion of the contract, transfer at no cost to the CITY all public records required by the CITY to perform the service. If the SHERIFF transfers all public records to the CITY upon completion of the contract, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the SHERIFF keeps and maintains public records, upon completion of the contract, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

If the SHERIFF has questions regarding the application of Chapter 119, Florida Statutes, to the SHERIFF'S duty to provide public records relating to this contract, contact the custodian of public records at:

CITY OF TARPON SPRINGS  
ATTENTION: CITY CLERK  
410 NORTH RING AVENUE  
TARPON SPRINGS, FL 34689  
ijacobs@ctsfl.us

The failure of the SHERIFF to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement.

F. TERM OF THE AGREEMENT

This Agreement shall take effect on October 1, 2022 , and remain in effect through September 30, 2023, unless either party terminates this Agreement as provided below.

G. TERMINATION

Either party may terminate this Agreement without cause or further liability to the other upon written notice to the other given thirty (30) days prior to the requested termination date. Upon such termination, the SHERIFF shall send an invoice to the CITY for any police reports prepared by the SHERIFF for which billing has not yet been made.

H. TOTAL COMPENSATION

The CITY agrees to pay the SHERIFF the sum of SEVENTY-FIVE THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS AND FIFTY-THREE CENTS (\$75,671.53). This sum is due and payable on October 1, 2022, and provides payment for access to the SHERIFF'S computer-aided dispatch, ACISS, and latent print services. (See Attachment 1.)

In addition to the above sum, the cost for police reports, including incident reports, offense reports, supplemental reports, and the like, is \$5.50 per report generated by ARMS Data Assistants. Said reports shall be tracked and invoiced by the SHERIFF to the CITY on a monthly basis, payable upon receipt. A charge will not be incurred for any report created solely for the purpose of adding supporting documents to an existing report file. For billing purposes, the "PSCO Supporting Documents" template must be used in order to result in no charge.

As indicated in Section D. above, the CITY will be billed for forensics services when and if the services are utilized, on a monthly basis, payable upon receipt.

I. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that end, the parties agree that the following individuals shall be the contact persons for the CITY and SHERIFF respectively:

FOR THE CITY:

Jeffrey Young, Chief  
444 South Huey Avenue  
Tarpon Springs, FL 34689-1575

FOR THE SHERIFF:

Jennifer Love, Major  
P. O. Drawer 2500  
Largo, FL 33779-2500

J. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.



K. MODIFICATION

This Agreement may be modified or amended only by a document in writing and signed by the parties hereto.


L. INDEMNIFICATION

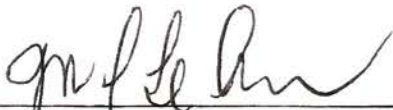
Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

*Remainder of page intentionally left blank.*

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this 17th day of August 2022.

CITY OF TARPON SPRINGS, FLORIDA

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Manager

Reviewed and Approved:

Attest:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
City Clerk



SHERIFF, PINELLAS COUNTY, FLORIDA

  
\_\_\_\_\_  
Bob Gualtieri, Sheriff

Attachment 1

**PINELLAS COUNTY SHERIFF'S OFFICE  
Ancillary Contract Costs  
City of Tarpon Springs  
FY23**

**Computer Aided Dispatch (CAD):**

**Notes:**

55	Inform Mobile/ESRI Mapping Mobile Licenses	\$ 264.00	per license	= \$ 14,520.00	Ongoing Annual Maintenance
3	Inform CAD Workstations	\$ 3,102.01	per station	= \$ 9,306.03	Ongoing Annual Maintenance
1	Inform CAD Citrix Server	\$ 500.00	per license	= \$ 500.00	Ongoing Annual Maintenance for Software required to remote access to CAD
				\$ 24,326.03	Total CAD

**ISP Connection Costs:**

2	Bright House 50MB Service *	\$ 10,309.20	monthly fee	= \$ 20,618.40	Back-up connection/ongoing annual cost \$1,718.20 per month, for (2) locations (SAB & TSPD) three year contract
2	CenturyLink 50 MB Service * (\$781.60/month for each location)	\$ 9,379.20	monthly fee	= \$ 18,758.40	Secondary internet provider/ongoing annual cost \$1,563.20 per month for (2) locations (SAB & TSPD) three year contract
				\$ 39,376.80	Total ISP Costs

**ACISS/Records Management System:**

10	ACISS Licenses	\$ 515.21	per license	= \$ 5,152.10	Ongoing Annual Maintenance
TBD	ARMS Reports (billed monthly)	\$ 5.50	per report	= TBD	No charge if Officers complete their own reports

**Forensic Science Services: (as requested, billed monthly)**

TBD	Forensic Specialist per Hour	\$ 49.22	per hour	= TBD	Charged by the hour for Forensic Specialist(s)
TBD	Forensic Supervisor per Hour	\$ 63.87	per hour	= TBD	Charged by the hour for Forensic Supervisor(s)
TBD	Forensic Overhead Cost per Hour	\$ 6.84	per hour	= TBD	For Forensics Imaging Tech Support & Supplies

**Latent Print Services:**

70	Latent Print Cases	\$ 97.38	per case	= \$ 6,816.60	70 cases in the FY22 Contract FY21 Actual Workload = 13 Cases
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**TOTAL COST:**

					Total Due October 1st ARMS and Forensic's billed monthly
				\$ 75,671.53	
				\$ 74,256.53	FY22 Contract Total
				1.9%	Percent increase (decrease)

\* These costs are determined by the carrier. PCSO will notify you if there is an unanticipated increase.



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *QL*  
**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*  
**DATE:** 11/08/2022  
**SUBJECT:** Increase File No. 230004-N-AS, Single Source Purchase of Rugged Machine to Machine (M2M) Gateway Integrated Broadband Global Positioning System (GPS) Routers, Accessories, Maintenance, and Services

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### RECOMMENDATION:

Increase File No. 230004-N-AS, Single Source Purchase of Rugged M2M Gateway Integrated Broadband GPS Routers, Accessories, Maintenance, and Services with Source, Inc., in an aggregate amount not to exceed from \$55,000 to \$103,000, an increase of \$48,000 for the Police Department.

### BACKGROUND:

On September 13, 2022, the BOC awarded File No. 230004-N-AS for a two (2) year period. The purpose of this increase is to include as needed purchases of Cradlepoint GPS Routers, which will be used to replace outdated routers in approximately 54 police vehicles (see attached memo). This Contract will continue to provide two (2) years of maintenance and services for proprietary software and the purchase of additional items such as antennas, cables or replacement routers as police vehicles are replaced. The current aggregate award amount of \$55,000.00 includes a contingency amount of \$16,000.00 (\$8,000.00 annually) for the purchase of related accessories. Pricing offered for Cradlepoint hardware meets or exceeds Florida's National Association of State Procurement Officials (NASPO) Contract No. 43220000-NASPO-19-ACS pricing schedule.

**FUNDING:** 001-1002-521.52-00 - Police Department

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

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



# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *JY*

Date: October 25, 2022

Ref: Modify and Increase File No. 230004-N-AS, GPS Routers, Accessories, & Maint., for Cradlepoint Routers and Maintenance

The Police Department (PD) is requesting to modify File No. 230004-N-AS, GPS Routers, Accessories, & Maintenance to include as needed purchases of GPS Cradlepoint Routers and increase the Contract award by an estimated aggregate amount of \$48,000.00 for the contract term.

The PD has budgeted this amount in FY23 to purchase (54) new Cradlepoint Routers to replace the existing IBR 1100 routers that will be approaching their end-of-life cycle by May 2023 and will no longer be supported by our current GPSSGate server subscription. The routers, subscriptions and maintenance are essential to the daily operations of the PD.

Note:

Source, Inc., is the single source provider for this proprietary equipment and software. An updated single source documentation for this vendor was filed with Procurement on 08/02/2022.

Funding: 001-1002-521.52-00 *JY*



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849  
WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*





**source|inc.**  
WIRELESS SOLUTIONS

6840 Silverheel  
Shawnee, KS 66226

July 11, 2022

*City of Tarpon Springs Police Department  
Raquel Hull  
444 S. Huey AVE  
Tarpon Springs, FL 34689*

*Dear Raquel,*

*Source Inc is the sole source for Source Inc's GPS Gate solution with support and Managed Services with support for Tarpon Springs' Cradle Point NCM account. Source Inc's CradlePoint hardware pricing meets or exceeds Florida's NASPO pricing schedule.*



Debbie Gasparovich  
Vice President of Operations  
W:913.663.2700  
dgasparovich@sourceinc.com  
Source Incorporated of Missouri

# source|inc.

WIRELESS SOLUTIONS

Source, Incorporated of Missouri  
6840 Silverheel St  
Shawnee, KS 66226-5300  
United States  
(913) 663-2700

## Estimate 15960

Sales Agent  
Cravens

Shipping Information  
FedEx Ground®

### Bill To

Steve Gassen  
City of Tarpon Springs Police  
Dept.  
444 S. Huey Ave.  
Tarpon Springs FL 34689  
United States

### Ship To

Steve Gassen  
City of Tarpon Springs Police  
Dept.  
444 S. Huey Ave.  
Tarpon Springs FL 34689  
United States

PO #	Date	Expires	Terms
	10/13/2022	11/12/2022	Net 30

Quantity	Item	Rate	Amount
54	GP_Cradlepoint GP_Cradlepoint: * Cradlepoint Router IBR900	\$884.25	\$47,749.50

<b>Subtotal</b>	\$47,749.50
<b>Estimated Shipping</b>	\$173.20
<b>Estimated Tax</b>	\$0.00
<b>Total</b>	\$47,922.70

### Source Inc. Terms and Conditions

Any amounts payable by Purchaser under this Agreement that remain unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent per month (1.5%) and the maximum rate allowable by law from the due date until such amount is paid. If a Purchase Order is not provided, this order will be bound by Source Inc's Terms and Conditions.



15960



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*  
**DATE:** 09/13/2022  
**SUBJECT:** Award File No. 230004-N-AS, Single Source Purchase of Rugged Machine to Machine (M2M) Gateway Integrated Broadband Global Positioning System (GPS) Routers, Accessories, Maintenance, and Services

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### RECOMMENDATION:

Award File No. 230004-N-AS, Single Source Purchase of Rugged M2M Gateway Integrated Broadband GPS Routers, Accessories, Maintenance and Services to Source, Inc., for the period of October 01, 2022 through September 30, 2024 in an aggregate amount not to exceed \$55,000.00 for the Police Department.

### BACKGROUND:

The purpose of this contract is to continue to provide two (2) years of maintenance and services for proprietary software and the purchase of additional items such as antennas, cables or replacement routers as police vehicles are replaced. On August 4, 2015, the Board of Commissioners (BOC) awarded a competitively bid contract to Source Inc., for the purchase of Rugged Machine-to-Machine Gateway Integrated Broadband Routers with Global Positioning System (GPS) capabilities, software maintenance, services, and accessories over a three (3) year period. On September 4, 2018, the BOC awarded a two (2) year contract to Source Inc., for ongoing maintenance and services for its proprietary software. On August 25, 2020, the BOC awarded a two (2) year contract for ongoing maintenance, services, and as needed items. The aggregate award amount of \$55,000.00 includes a contingency amount of \$16,000.00 (\$8,000.00 annually) for the purchase of related accessories (see attached memo).

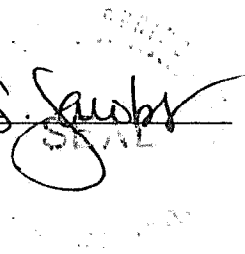
**FUNDING:** 001-1002-521.4600 & 001-1002-521.4604 - Police Department

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

*M. Miller*  
City Manager

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

*Jane S. Lewis*  
City Clerk





# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *JY*

Date: August 3, 2022

Ref: BOC Authorization to Purchase Ongoing GPS Maintenance & Services with Source, Inc.

On August 4, 2015, the Board of Commissioners awarded the Police Department (PD) a contract to Source, Inc., for Rugged Machine to Machine (M2M) Gateway Integrated Broadband Routers with Global Positioning System (GPS) capabilities, which included a three (3) year Enterprise Cloud Manager and Cradlecare Service Agreement. On 9/04/2018, the BOC awarded a two (2) year contract to Source Inc., for ongoing maintenance and support for its proprietary software and purchase of additional items such as antennas, cables or replacement routers as police vehicles are replaced. On 8/25/2020, the BOC awarded contract File No. 200158-N-JL in an aggregate amount not to exceed \$55,000 for ongoing maintenance, services, and as needed items for a two (2) year period through 8/24/2022.

PD requests a new two (2) year contract with Source, Inc., effective 10/01/2022 in the estimated amount not to exceed \$55,000 for ongoing GPS maintenance and support services. The requested amount includes a contingency allowance of \$16,000 for as needed accessories and replacement items. This equipment and the maintenance, service, and replacement thereof are essential to the daily operations of PD.

**Note:**

An updated single source documentation for this vendor was filed with Procurement on 08/02/2022.

Funding: 001-1002-521.46-00 and 001-1002-521.46-04 FY23 *JY*



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849  
WWW.TSPD.US

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NASPO ValuePoint

**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)**

Led by the State of Utah

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Master Agreement #: AR3189

Contractor: **CradlePoint, Inc. (Contractor)**

Participating Entity: **State of Florida, Department of Management Services (Department)**

Agreement No. **43220000-NASPO-19-ACS**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Data Communications Products and Services led by the State of Utah (Lead State) for use by Agencies, as defined in section 287.012, Florida Statutes, and authorized by section 287.042(16), Florida Statutes. For purposes of this Participating Addendum, the Department and CradlePoint, Inc, are collectively referred to herein as the "Parties."
2. **Alternate Contract Source Agreement (ACS):** ACS refers to this Participating Addendum, Exhibit A: Additional Special Contract Conditions, Exhibit B: Special Contract Conditions, and the Master Agreement and all attachments.
3. **Order of Precedence:** All terms and conditions contained in the ACS are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS unless modified in writing by the parties.

This Participating Addendum and Exhibit A: Additional Special Contract Conditions may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into the ACS, enter into a written amendment with the Department reflecting the addition of such amendments.

In the event of conflict, the following order of priority governs:

- a) This Participating Addendum and all Amendments;
- b) Exhibit A: Additional Special Contract Conditions;
- c) Exhibit B: Special Contract Conditions;
- d) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;
- e) Attachment B: Scope Awarded to Contractor
- f) Attachment C: Pricing Discounts and Value-Added Services
- g) An Order issued against the ACS;
- h) Attachment A, Exhibits 1 and 2;
- i) The Solicitation, SK18001 (Request for Proposals), Data Communications Products and Services;
- j) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)**

Led by the State of Utah

**4. Term of the Participating Addendum:**

- a) **Initial Term:** The initial term of the ACS will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through September 30, 2024, unless terminated earlier, in accordance with Exhibit A: Additional Special Contract Conditions or Exhibit B: Special Contract Conditions.
- b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew the ACS in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in the ACS. The Contractor and the Department may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

**5. Product and Service Offering:** The Contractor is authorized to provide the Products listed below:

- Networking
- Routers, Switches, Security, and Storage Networking
- Wireless

**6. Master Price Agreement Number:** All purchase orders issued by agencies within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3189

**7. Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

<b>Name:</b>	<b>Stephanie Wildman</b>
<b>Address:</b>	<b>1111 W. Jefferson St., Suite 400, Boise, ID 83702</b>
<b>Telephone:</b>	<b>208.493.5040</b>
<b>Email:</b>	<b>stephanie.wildman@cradlepoint.com</b>

**State of Florida**

<b>Name:</b>	<b>Joy Geller</b>
<b>Address:</b>	<b>4050 Esplanade Way, Tallahassee Florida 32399</b>
<b>Telephone:</b>	<b>850-410-0978</b>
<b>Email:</b>	<b>Joy.geller@dms.myflorida.com</b>

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS &  
SERVICES (2019-2026)**

Led by the State of Utah

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**8. Participating State or Entity Terms and Conditions**

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Utah NASPO ValuePoint Master Agreement.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions:

- Exhibit A – Additional Special Contract Conditions
- Exhibit B – Special Contract Conditions

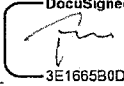
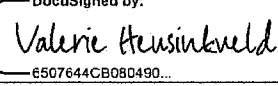
NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)**

Led by the State of Utah

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <b>State of Florida</b>	Contractor: <b>CradlePoint, Inc.</b>
By:  DocuSigned by: 3E1665B0DF8B411...	By:  DocuSigned by: 6507644CB080490...
Name: Jonathan R. Satter	Name: Valerie Heusinkveld
Title: Secretary	Title: Chief Financial Officer
Date: 7/23/2020   2:04 PM EDT	Date: 7/23/2020   1:56 PM EDT

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

Cooperative Contracting Coordinator:	
Telephone:	
Email:	<a href="mailto:info@naspovaluepoint.org">info@naspovaluepoint.org</a>

[Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.]





# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *OL*  
**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*  
**DATE:** 11/08/2022  
**SUBJECT:** Award File No. 230048-C-AS, Parrot ANAFI-USA-GOV Drones, Utilizing General Services Administration (GSA) Contract No. GS-07F-0387Y

---

### RECOMMENDATION:

Award File No. 230048-C-AS, Parrot ANAFI-USA-GOV Drones, utilizing GSA Contract No. GS-07F-0387Y, to W.S. Darley & Co., for the purchase of two (2) Parrot ANAFI-USA-GOV drones, in an estimated amount not to exceed \$28,000, for the Police Department (PD).

**BACKGROUND:** Pursuant to Florida State Statute No. 934.50; effective January 01, 2023, all governmental agencies must discontinue use of any drone not produced by an approved manufacturer. Blue unmanned aerial system (UAS) rapidly vets and approves commercial UAS technology for the Department of Defense (DoD). The subject drones are Blue UAS approved and meet the operational needs of the PD (see attached memo). The purpose of this contract is to replace the City's existing drones with Blue UAS approved drones in accordance with Florida State Statute No. 934.50.

**FUNDING:** 001-1002-521.64-00 FY23 - Police Department

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

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



# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P. Young, Chief of Police *JY*

Date: October 27, 2022

Ref: Parrot ANAFI USA GOV Drone Purchase Utilizing GSA Contract # GS-07F-0387Y

The Police Department (PD) has budgeted \$28,000 in FY23 for the purchase of new drones as required by Florida Statute 934.50, which states that by January 1, 2023, all governmental agencies must discontinue the use of drones not produced by an approved manufacturer.

The Parrot ANAFI USA GOV Drone is on the approved list of manufacturers. This drone will be purchased utilizing the General Service Administration (GSA) Contract # GS-07F-0387Y.

In addition to the State and Federal requirements the PD has selected the Parrot ANAFI USA GOV for the following reasons, which meet the needs of the PD:

- Size is easier for officers to transport (all contained in 1 case)
- Speed of deployment (less than 1 minute to have airborne)
- Compatible with the agency's Pix4D computer photogrammetry software allowing it to be used for both crime scene and traffic crash reconstructions.
- Monitor is contained with the controller.
- Price of the drone is less expensive than the other 4 on the approved list.

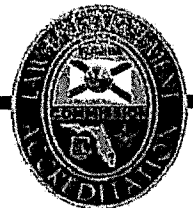
PD requests an expenditure approval for \$28,000 to purchase two (2) Parrot ANAFI USA GOV Drone utilizing GSA Contract # GS-07F-0387Y.

Funding: 001-1002-521.64-00 FY23 .



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849  
WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*



BLUE UAS

# Cleared List

A quick reference of all Blue  
UAS

Below are the Blue UAS that have been vetted through the On Ramp process. DoD users must register [here](#).

- **Easy Aerial Osprey**
- **Inspired Flight IF750**
- **Inspired Flight IF1200**

- Intense Eye V2
- Wingtra WingtraOne
- Ascent AeroSystems Spirit
- Freefly Alta X
- Sensefly eBee TAC
- Skydio X2D
- FLIR ION M440
- Parrot Anafi USA GOV
- Parrot Anafi USA MIL
- Teal Golden Eagle
- Vantage Robotics Vesper

## Learn More

If you are interested in learning more about Blue UAS, please reach out to the DIU Blue UAS team at [blueuas@diu.mil](mailto:blueuas@diu.mil).

# Blue UAS Approved Drone: ANAFI-USA-GOV Specifications and General Services Administration Contract Pricing Information



Click image for expanded view



### PARROT ANAFI USA GOV

**Mfr Part No.:** ANAFI-USA-GOV  
**Contractor Part No.:** GS2928  
**Manufacturer:** PARROT INC.  
**Contract No.:** GS-07F-0387Y (ends: Apr 29, 2027)  
**MAS Schedule/SIN:** MAS/334290  
**Warranty:** 1 YR  
**Country of Origin:** UNITED STATES OF AMERICA  
**Weight:** 1.000 LB  
**Order Increment:** 1

- Disaster Purchasing Items
- Cooperative Purchasing Items

Price

\$14,000.00 EA

Qty: 1

Add to cart

sold and shipped by  
**W.S. DARLEY & CO.**  
 Contract minimum order: \$1200.00

## Product Details



ANAFI USA GOV is a UAV system designed for Government agencies. Manufactured in the U.S. ANAFI USA GOV offers unique high-end security, durability & imaging capabilities. ANAFI USA GOV is NOAA/TAA compliant & includes a secure WPA2 Wi-Fi connection. ANAFI USA GOV imaging capabilities is an industry first featuring a triple camera system: 1 Wide angle EO camera 4KHDR 21MP, 1 Telephoto EO camera 4K21MP, 1 FLIR BOSON 320x256 8fps IR sensor, 32x Stabilized zoom on RGB and Thermal. ANAFI USA GOV is IP53, weighing 1.1lbs and boasts a 32-minute flight time per battery. SkyController USA GOV is the exclusive GCS developed for ANAFI USA GOV (NOAA/TAA) is IP53 and includes a long life (4h30) battery. The communication system (2.4 & 5GHz 802.11 4ES 125 encryption) provides Wi-Fi data link up to 2.5mi. System includes ANAFI USA GOV drone, 3 Batteries, SkyController USA GOV GCS, USB Multi-Charger, Spare Props, Hard Case.



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**DATE:** 11/08/2022  
**SUBJECT:** Renew File No. 190130-P-JL, Health Benefits Brokerage Consultant Services

---

### RECOMMENDATION:

Renew File No. 190130-P-JL, Health Benefits Brokerage Consultant Services with Gehring Group, Inc., in the not to exceed amount of \$125,800, for the period of December 3, 2022, through December 2, 2023, for City wide usage.

### BACKGROUND:

On November 12, 2019, the Board approved the award of the agreement with Gehring Group.

The purpose of this contract is to provide professional Health Benefits Brokerage/Consulting Services for the City's Group Health Insurance, Dental Insurance, employee Wellness Center, and Group Life/Long-Term Disability Insurances. The contractor has performed satisfactorily over the initial 3 year contract period. This renewal will be the first of two (2) one year renewal options (see attached memo).

**FUNDING:** 001-8802-519.3100 (Non-Departmental General)  
402-8803-536.3100 (Non-Departmental Water/Sewer)

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

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





# City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT  
324 E. PINE STREET  
TARPON SPRINGS, FLORIDA 34689  
TELEPHONE (727) 938-3711

## MEMORANDUM

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**DATE:** November 8, 2022

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

**FROM:** Jane Kniffen, Human Resources Director

**SUBJECT:** Contract Extension with Gehring Group, Inc. for Employee Benefits Brokerage & Consulting Services; RFP No. 190130-P-JL

---

## RECOMMENDATION

Request authorization to extend the above-referenced contract with employee benefits brokerage and consulting services firm Gehring Group, Inc. for a one-year period December 3, 2022 through December 2, 2023, in an amount not to exceed \$125,800.

## BACKGROUND

In 2019 the City elected to contract the services of a benefit consultant in an effort to secure the most complete employee benefit coverages at a reasonable cost, i.e. the best program for both the City and its employees, considering a combination of service, level of benefits and premium cost.

An evaluation committee composed of Craig Misener, Deputy Fire Chief; Paul Smith, Public Services Director; Judy Staley, Research and Information Officer; Jeff Young, Police Major (now Police Chief) and Jane Kniffen, Human Resources Director, reviewed and evaluated the proposals submitted. The committee recommended and the Board of Commissioners approved a three-year agreement with the Gehring Group, Inc.

Gehring Group issued, evaluated Request for Proposal (RFP) responses and made recommendations for both City-paid and voluntary employee benefits. Their expertise and guidance allowed the City to offer a number of enhanced benefits with cost savings to both the City and its employees.

In addition, their staff has kept the City compliant with legal requirements, acted as liaison/City advocates with insurance companies, provided workshops/training and guided City staff through the process of on-line enrollment and benefits administration, as well as other value-added services.

## FUNDING

Identified funding sources are 001-8802-519.3100 (Non-Departmental General) and 402-8803-536.3100 (Non-Departmental Water/Sewer)

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# CITY OF TARPON SPRINGS, FL



Procurement Services

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

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## MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Jay Jackus, CPPO, CPPB, Procurement Services Director   
**FROM:** Janina Lewis, Senior Procurement Analyst   
**DATE:** 11/12/2019  
**SUBJECT:** Award RFP No. 190130-P-JL, Health Benefits Brokerage and Consultant Services

---

### RECOMMENDATION:

Award RFP No. 190130-P-JL, Health Benefits Brokerage and Consultant Services to Gehring Group, Inc. for an initial three (3) year period from date of contract execution in an amount not-to-exceed \$369,000 for City wide use.

### BACKGROUND:

The purpose of this contract is to provide professional Health Benefits Brokerage/Consulting Services for the City's Group Health Insurance, Dental Insurance, employee Wellness Center, and Group Life/Long-Term Disability Insurances for an initial period of three (3) years. The contract includes two (2) one year renewal options (see attached memo).

The Evaluation Committee evaluated four (4) responses received for the Request for Proposal and the top ranked firm was selected.

**FUNDING:** Non-Departmental General 001-8802-519.3100  
Non-Departmental Water/Sewer 402-8803-536.3100



# City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT  
324 E. PINE STREET  
TARPON SPRINGS, FLORIDA 34689  
TELEPHONE (727) 938-3711

## MEMORANDUM

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**DATE:** November 7, 2019

**TO:** Jay Jackus, Procurement Services Director

**FROM:** Jane Kniffen, Human Resources Director *JK*

**SUBJECT:** Award Contract with Vendor Gehring Group, Inc. for Employee Benefits Brokerage & Consulting Services; RFP No. 190130-P-JL

---

## RECOMMENDATION

Request authorization to execute a contract with employee benefits brokerage and consulting services firm Gehring Group, Inc. for a three-year term, in an amount not to exceed \$369,000. The proposal also includes provision for an additional two (2) one-year renewal periods.

## BACKGROUND

In an effort to secure the most complete employee benefit coverages at a reasonable cost, i.e. the best program for both the City and its employees, considering a combination of service, level of benefits and premium cost, the City elected to contract the services of a benefit consultant.

An evaluation committee composed of Craig Misener, Deputy Fire Chief; Paul Smith, Public Services Director; Judy Staley, Research and Information Officer; Jeff Young, Police Major and Jane Kniffen, Human Resources Director, reviewed and evaluated the four (4) proposals submitted.

Of the four vendors, Gehring Group, Inc. submitted the most responsive proposal, outlining in detail the requested services, without any observable weaknesses. Reasons for their selection include extensive experience in Florida, exclusively with public sector clients of various sizes, some of which are local; good client accessibility with a minimum of eight salaried staff dedicated to serve the City; long-tenured employees to meet with City staff on a monthly basis with commitment to transparency and flexibility; provision of workshops, seminars, and training, both on-site and through its client portal; experience with planning and implementing wellness clinics; and an all-inclusive service model. Importantly, its on-line enrollment and administration tool is currently the only provider of a benefits administration solution for Central Square's (formerly Superior) NaviLine – a program used extensively by most City departments.

## FUNDING

Identified funding sources are 001-8802-519.3100 and 402-8803-536.3100



Pricing Summary

<b>Proposal :</b>	
For Informational Purposes provide pricing (as applicable) for each area:	
Annual Total Flat Fee (Initial Contract Term 3 yrs)	\$ 98,000 per year
Fee for (2) additional one-year periods	\$ 100,800 per year
Fee for Entire Contract Term (3 yrs.) plus (2) additional one-year periods	\$ 495,600
<b>Fees by Service</b>	
Medical	\$ Included
Dental	\$ Included
Life	\$ Included
LTD	\$ Included
<b>Fee for Automated Internet (if separate)</b>	\$ 25,000 per year

<b>Wellness Center/Clinic Fees:</b>	
Develop/Issue/evaluate/negotiate proposal's/renewals for a wellness clinic operation etc.	\$ Included
Implement wellness clinic	\$ Included
Contract Administration of wellness center - liaison for City and medical service provider/Perform data analyses/reports with respect to efficiency/effectiveness & cost of clinic	\$ Included
<b>Total Fee</b>	<b>\$ Included</b>

The City reserves the right to award on base proposal and/or alternates in any combination. The City reserves the right to award by location. The City reserves the right to award the maintenance in any combination of locations and/or years.

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

We will accept Visa for payment: \_\_\_Yes X No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).


Offer Submitted by: The Gehring Group, Inc. Date August 30, 2019

Address: 4200 Northcorp Parkway, Suite 185

City Palm Beach Gardens State Florida Zip 33410

Phone No.: (561)626-6797 Fax No: (561)626-6970 Email: cindy.thompson@gehringgroup.com

Kurt N. Gehring, President and C.E.O.  
Printed Name and Title

  
Authorized Signature



# City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT  
324 E. PINE STREET  
TARPON SPRINGS, FLORIDA 34689  
TELEPHONE (727) 938-3711

MEMORANDUM

NOVEMBER 8, 2022

**TO:** HONORABLE MAYOR AND BOARD OF COMMISSIONERS

**FROM:** JANE KNIFFEN, HUMAN RESOURCES DIRECTOR

**THROUGH:** MARK G. LECOURIS, CITY MANAGER

**SUBJECT:** EMPLOYEE WELLNESS CENTER LEASE AGREEMENT

**RECOMMENDATION:**

It is recommended that the Mayor and Board of Commissioners approve the attached employee *First Amendment to Wellness Center Agreement* and the amended *Wellness Center Agreement* in partnership with the Florida Municipal Insurance Trust (FMIT) and CareATC. This extension is for a three-year period, effective October 1, 2022 through September 30, 2025 and is contingent upon the City's purchase of health insurance through FMIT for the period October 1, 2023 through September 30, 2025.

**BACKGROUND:**

For many years, the City has consistently focused on early intervention and utilization reduction through a variety of initiatives including a wellness program providing personal health assessments, newsletters, seminars, web links; EAP with 24/7 access; proprietary programs such as WeightWatchers (WW) and Smoking Cessation.

The City entered into a partnership to open an employee wellness center, where health plan participants can see a doctor, have lab work performed and receive a number of prescription medications at no cost to them. In addition, there are no claims submitted to the carrier for these items, with the goal of reducing costs for both employees and the plan.

The City engaged the services of a benefit consultant The Gehring Group (GG) in late 2019, to evaluate its overall benefit program. After a comprehensive RFP process by GG, the City elected to award the FY 21 medical insurance to FMIT. This included the cost of operating the center (excluding 79% of the facility's lease), in partnership with FMIT and CareATC. Again in FY 22 and FY 23, the City renewed its medical insurance including operation of the wellness center. The estimated lease cost for FY 23 is listed below:

FY 2023 WELLNESS CENTER BASE LEASE COST-SHARING		
City Share (79%)	CareATC Share (21%)	Total Lease Amount
\$3,348.57 per month	\$890.13 per month	\$4,238.70 per month
\$40,182.84 per year	\$10,681.56 per year	\$50,864.40 per year

Should the City decide to place its medical insurance with another carrier, the City would need to give 120 days' notice and would be responsible for the outstanding balance of the lease, as noted in the presentation by the Gehring Group.

Funding would come from account #001-8802-519.4400. General Fund Non Departmental Rents and Leases

Attachments:

1. *Gehring Group Presentation*
2. *First Amendment to Wellness Center Agreement*
3. *Wellness Center Agreement*



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# Tarpon Springs Health Center Contract Renewal

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Presented by:  
Shawn Fleming, CSFS®  
Senior Benefits Consultant  
*November 8<sup>th</sup>, 2022*





# Health Center Background

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- FMIT included an Employee Health Center for the 2016-17 plan year inclusive in medical plan rates
- Operated by CareATC
- Offers services that combine many primary care, urgent care, laboratory, and pharmaceutical services
- No cost for employees for all care/services received
- Requirements:
  - The City is insured with Florida Municipal Insurance Trust
  - The City pays 79% of the facility lease
  - City enters into an agreement with FMIT & Care ATC



# Claims Experience Update



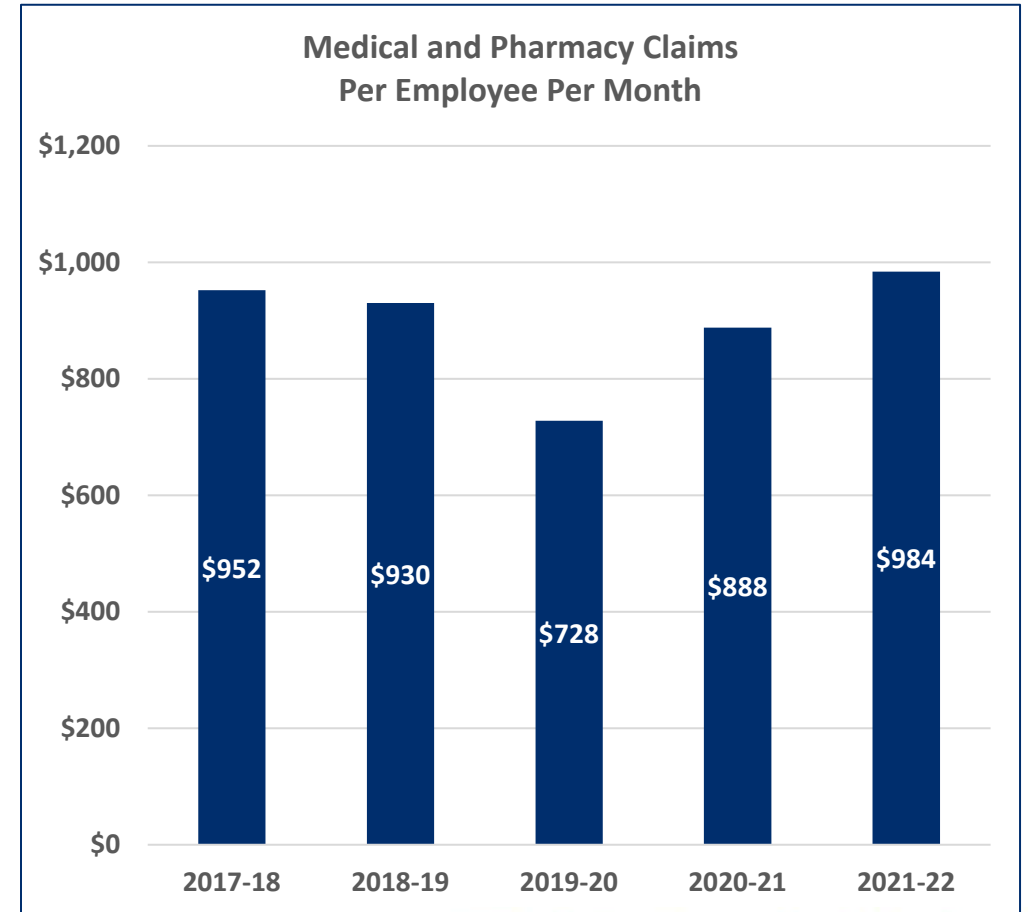
Claims have increased 3.3% when compared to 2017-18



Average increases for Florida have been 9% - 13% per year.



The clinic helps defray medical market increases by shifting services



# Contract Renewal

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- Three-year renewal term
  - Negotiated addition of an “exit clause” in 2020
  - 120-day termination notice to provide Health Center Staff opportunity to find new positions
  - Renewal is received before then, allowing time to “opt out” if needed
  - City’s cost for termination is balance of lease payments for facility
  - Contract does not prevent the City from bidding for any future years
  - Estimated \$40,176 per year (**1.6% of medical plan**) cost if clinic is terminated a two years early and .8% if terminated one year early\*
- All other major provisions remain the same

\*assuming no sublease to offset costs



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# DISCUSSION





**FIRST AMENDMENT TO  
WELLNESS CENTER AGREEMENT**

This First Amendment to the Wellness Center Agreement (this “First Amendment”) entered into as of the last signature date below, effective October 1, 2022, is an amendment to the Wellness Center Agreement effective October 1, 2020, (the “Agreement”), by and between the City of Tarpon Springs, Florida, the Florida Municipal Insurance Trust, and CareATC, Inc., collectively referred to as the Parties.

WHEREAS, the Parties entered into the Agreement effective October 1, 2020 through September 30, 2022; and

WHEREAS, the Parties hereby agree to amend, renew and extend the term of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article II.D of the Agreement is amended to remove any reference to “2022” and replace with “2025”
2. Article III.A of the Agreement is amended to remove any reference to “2022” and replace with “2025”.
3. Article VI.A of the Agreement is amended to remove reference to “2022” and replace with “2025”.
4. Except as amended by this Extension, all terms, provisions, and conditions of the Agreement remain unchanged and shall continue in full force and effect. The Agreement, as extended by this Extension, constitutes the complete and entire understanding of the Parties with respect to the subject matter thereof. In the event of a conflict between the terms and conditions of the Agreement and this Extension, the terms and conditions of this Extension shall govern with respect to the subject matter hereof. This Extension may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be transmitted by facsimile, PDF, e-signature or other electronic means and shall be deemed original.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the last signature date written below.

**CareATC, Inc.**

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

Print Name: Scott Dickison

Title: Chief Financial Officer

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

**Florida Municipal Insurance Trust**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**City of Tarpon Springs, Florida**

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

Print Name: \_Costa Vatikiotis\_\_\_\_\_

Title: Mayor

Date: \_\_11/8/2022\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: City Clerk & Collector

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

## **WELLNESS CENTER AGREEMENT**

This Wellness Center Agreement (“Agreement”) is made and entered into as of the last signature date below, but effective October 1, 2020 (“Effective Date”), by and between the City of Tarpon Springs (“Tarpon Springs”), 324 Pine Street, Tarpon Springs, Florida 34689; Florida Municipal Insurance Trust (the “FMIT”), 301 South Bronough Street, Suite 300, Tallahassee, Florida 32301; and, CareATC, Inc. (“CareATC”), 4500 South 129<sup>th</sup> East Avenue, Suite 191, Tulsa, Oklahoma 74134.

### **WITNESSETH:**

**WHEREAS**, Tarpon Springs is established under Florida law to conduct municipal government, perform municipal functions, and render municipal services and to exercise any other power for municipal purposes except as otherwise provided by law; and

**WHEREAS**, Tarpon Springs is authorized under Florida law to provide health insurance benefits to employees and their eligible dependents (collectively Employees); and

**WHEREAS**, FMIT is a self-insurance program established under Florida law to provide certain civil rights, liability, casualty, property, and health benefits and coverages to participating units of local government located in Florida; and

**WHEREAS**, Tarpon Springs is currently a member of FMIT; and

**WHEREAS**, CareATC, an Oklahoma corporation for profit, operates wellness centers for Tampa and Hernando County, and is thus qualified to establish and operate a wellness center for all the Employees of Tarpon Springs; and

**WHEREAS**, all parties desire to jointly establish and fund a medical center designed to provide specified medical and wellness services to Tarpon Springs Employees at a Wellness Center facility in accordance with this Agreement; and

**WHEREAS**, Tarpon Springs finds its Employees' use of the Wellness Center serves a public purpose as it is intended to result in a decrease in health claim costs which in turn will decrease the health insurance costs of Tarpon Springs and its Employees; and

**WHEREAS**, it is the desire of the parties hereto that the duties and responsibilities of each party be set forth in a written agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and agreements hereinafter set forth, and for other good and valuable considerations set forth, the receipt of which is hereby acknowledged, the parties agree the foregoing recitals are true and correct and are incorporated herein by reference and furthermore, the parties hereto do covenant and specifically agree as follows:

### **I. Medical Facility**



- A. CareATC has entered into a lease agreement (“Lease” or “Lease Agreement”) to lease the property that will house the Wellness Center facility. CareATC will make all payments due and owing under the Lease. The term of the Lease will expire September 30, 2025.
- B. Under the Lease Agreement, CareATC shall assure there is a provision giving it the right to examine the landlord's business or accounting records supporting Rent amounts CareATC is required to pay under the Lease and FMIT and Tarpon Springs shall be permitted to participate in the examination of such records upon request.
- C. CareATC shall secure such commercial general liability and other insurance coverages reasonably necessary to cover the risks associated with the services contemplated by this Agreement and the separate FMIT/CareATC agreement outlining such services. Additionally, CareATC shall name FMIT and Tarpon Springs as additional insureds under such policies, providing evidence thereof within thirty (30) days of commencement of this Agreement.

## **II. Reimbursement of CareATC and Other Obligations of Tarpon Springs**

- A. Tarpon Springs hereby agree to reimburse CareATC monthly for the Wellness Center facility Rent in an amount equal to 79% of the Rent amount provided for in Item 1, Section (g) and Item 3 of the Lease, plus Overhead Rent calculated pursuant to Item 5 of the Lease, plus applicable taxes thereon, all including any increases as provided for under the Lease, but excluding any payments for penalties, interest or similar payments for the failure to pay rent or the untimely payment of rent by CareATC. CareATC will be responsible for the remaining 21% of the Rent amount provided for in Item 1, Section (g) and Item 3 of the Lease, plus Overhead Rent calculated pursuant to Item 5 of the Lease, plus applicable taxes thereon, all including any increases as provided for under the Lease. A copy of the Lease, as amended, is attached hereto and incorporated herein by reference as Exhibit “A.”
- B. Within five (5) business days following a payment of rent by CareATC then due and owing under the Lease (including any payment for any initial partial month), CareATC will invoice Tarpon Springs for reimbursement of the amount of such payment Tarpon Springs owes CareATC under Section II.A. above. All invoices will be accompanied by itemized statements, which statements will include copies of actual bills, receipts, and other evidences of payments made to the landlord. CareATC may provide electronic copies of the required invoices and/or required supporting documentation. Tarpon Springs will reimburse CareATC within 15 business days of receipt of the invoice. Upon timely written request from Tarpon Springs, or FMIT, CareATC shall exercise its right under the lease to examine the landlord's business or accounting records supporting amounts CareATC is required to pay under the lease and Tarpon Springs and FMIT shall be permitted to participate in the examination of such records.
- C. Tarpon Springs will encourage its Employees to use the Wellness Center while this Agreement is in effect and will develop and implement incentives acceptable to FMIT to promote the Employees' use of the Wellness Center.

- D. Tarpon Springs will purchase its health insurance coverage from FMIT for the coverage years commencing October 1, 2020 and ending September 30, 2025. For such coverage years, FMIT will compute Tarpon Springs' health premiums in accordance with standard industry practices and its normal underwriting practices including factors for customary health claim costs, insurance administrative costs and the required Wellness Center facility costs. Any reduction in the customary health claim costs factor arising from usage of the Wellness Center will be reflected in the computation of annual health premiums. **FMIT may terminate this Agreement immediately if Tarpon Springs does not purchase its health insurance coverage from FMIT at any time during the term of this Agreement.** In the event FMIT terminates this Agreement due to Tarpon Springs' failure to maintain insurance with FMIT pursuant to this paragraph, the remaining balance of the lease shall be paid by Tarpon Springs.
- E. Tarpon Springs covenants and agrees to appropriate in its annual budget and to pay when available and due sufficient non-ad valorem revenues to satisfy its obligations under this Agreement. Such covenants and agreements on the part of Tarpon Springs shall be cumulative and shall continue until all required payments have been budgeted, appropriated, and actually paid. Notwithstanding the foregoing, Tarpon Springs does not covenant to maintain any services or programs now maintained by Tarpon Springs or to maintain the charges they presently collect for any such services or programs. It is understood and agreed all obligations of Tarpon Springs hereunder shall be payable only from non-ad valorem revenues budgeted and appropriated as provided hereunder. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets or property owned by Tarpon Springs. No party to this Agreement or any other person, including the governing bodies of Tarpon Springs, may compel the exercise of the Tarpon Springs' ad valorem tax power or compel the levy of ad valorem taxes on real or personal property within the boundaries of Tarpon Springs to satisfy Tarpon Springs' obligations under this Agreement. The obligations hereunder do not constitute an indebtedness of Tarpon Springs within the meaning of any constitutional, statutory or charter provision or limitation. Tarpon Springs' obligations under this Agreement are subject in all respects to the provisions of Sec. 166.241, Fla. Stat., and are subject, further, to the payment for services and programs which are for essential public purposes affecting the health, safety, and welfare of the inhabitants of Tarpon Springs.

### **III. Wellness Center Services Available to Tarpon Springs**

As provided in a separate agreement entered between CareATC and FMIT, CareATC shall provide a specified level of medical and wellness services to Tarpon Springs' Employees. FMIT shall approve the initial level of medical and wellness services available under the agreement and thereafter, the level of services shall not increase or decrease without the consent of all parties. That separate FMIT/CareATC agreement will be effective October 1, 2020 and will remain in effect through September 30, 2025. Under that separate FMIT/CareATC agreement, CareATC will provide all professional personnel, technology including computer hardware and software and licenses, medical equipment and supplies, and all other items reasonably required to provide the medical and wellness services to Tarpon Springs as specified.

#### **IV. Future Participation in Wellness Center Services by Additional Parties**

Upon the consent of the Tarpon Springs, which consent will not be unreasonably withheld, Tarpon Springs will permit other FMIT members to use the Wellness Center upon the request of FMIT, so long as the use does not unduly disrupt the services provided to Tarpon Springs' Employees and so long as Tarpon Springs and any new member agree to pay a mutually agreeable share of Tarpon Springs' costs to lease the property that houses the Wellness Center.

#### **V. Early Termination**

- A. Nonpayment by Tarpon Springs. This Agreement may be terminated by CareATC in the event of any non-payment by Tarpon Springs for amounts owed to CareATC, provided CareATC gives at least thirty (30) days prior written notice to all parties of its intent to terminate and provided CareATC gives at least fifteen (15) days for Tarpon Springs to render any payment due and thereby avoid termination for non-payment. Tarpon Springs' failure to render payments owed after receipt of notice as required hereunder shall entitle CareATC to recovery of any amounts owed hereunder pursuant to the dispute resolution provisions contained herein.
- B. Illegal Activity, Fraud, Misappropriation, Abuse or the like by CareATC. This Agreement may be terminated by FMIT or Tarpon Springs in the event either party discovers any illegal activity, fraud, misappropriation, waste, abuse, or substandard medical care by CareATC, any Physician or any medical staff of the Medical Facility, and provided FMIT or Tarpon Springs provides thirty (30) days prior written notice of intent to terminate to CareATC that reasonably describes such activity, and during such time, CareATC may undertake efforts to remedy the described illegality or misconduct. In the event of termination pursuant to this section, neither Tarpon Springs nor FMIT shall owe any further obligation to CareATC under this Agreement.
- C. Other bases for termination. This Agreement may be terminated by FMIT or Tarpon Springs if:
  - 1. CareATC files a petition under any chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state, or a petition is filed against CareATC under any such statute and not dismissed with prejudice within twenty (20) days of filing, or a receiver or trustee is appointed for CareATC or for any substantial part of the assets of CareATC and such appointment is not dismissed with prejudice within sixty (60) days, or CareATC makes an assignment for the benefit of creditors.; or
  - 2. CareATC assigns or transfers its duties or obligations under this Agreement to a third party that is not a party to this Agreement, provided the party seeking termination provides thirty (30) days prior written notice of its intent to terminate pursuant to this provision.

- D. FMIT may terminate this Agreement immediately, without any penalty or other recourse from CareATC or Tarpon Springs, if Tarpon Springs does not purchase its health insurance coverage from the FMIT at any time during the term of this Agreement.
- E. Tarpon Springs May terminate this Agreement upon one hundred and twenty (120) days written notice to the parties of this Agreement. In the event that Tarpon Springs terminates this Agreement pursuant to this provision (V. E.), Tarpon Springs shall be responsible for any and all remaining payments relating to the Wellness Center lease agreement, as identified in Section II. A. & B. of this Agreement, for the full term, and any renewal terms, of the lease agreement.

## **VI. Effective Date and Normal Termination Date.**

- A. This Agreement shall become effective on October 1, 2020 and shall remain in effect through September 30, 2025, unless earlier terminated pursuant to any provision within the Agreement.

## **VII. Miscellaneous Provisions**

- A. Should a dispute arise concerning a party's compliance with the terms of this Agreement, the party alleging the non-compliance shall provide written notice to the offending party specifying the exact circumstances surrounding the non-compliance and the specific steps the offending party must take to come into compliance or to otherwise resolve the dispute. Should the parties fail to amicably resolve the dispute within thirty (30) days of written notice of the non-compliance, the dispute shall be submitted to mediation as a condition precedent to the commencement of any legal proceeding. The parties shall submit the dispute to mediation before one mediator, held in Pinellas County, Florida. The parties shall select a mutually agreeable mediator. If the parties have not settled within thirty (30) calendar days after the appointment of a mediator, or within 14 days following impasse declared at any completed mediation conference, or earlier if the mediator finds there is no reasonable possibility of settlement (impasse), any party to the dispute may commence a legal proceeding. The parties shall share equally the costs and expenses of mediation, such as forum fees and mediator fees. If any party fails to make full and timely payment of its share of fees, such failure to pay shall constitute a default under Agreement. Nothing herein shall prevent any party from seeking to obtain emergency relief related to the subject matter of this Agreement from a court of competent jurisdiction prior to or concurrent with a mediation.
- B. The parties hereto each represent and warrant to each other that (i) they enter into this Agreement knowingly and voluntarily and have had sufficient time to review this Agreement and consult with counsel of their choice; (ii) they have received such counsel as they deem necessary as to their legal rights under, and the validity and enforceability of, this Agreement, and (iii) they fully understand the content and legal effect of this Agreement. Therefore, the principle of construing a document most strictly against its drafter shall not apply with respect to the interpretation of this Agreement and this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

- C. Outside the agreements expressly referenced in this Agreement, this document embodies the entire contract between the parties, and supersedes all prior agreements and understandings between the parties relating to this transaction. All representations, warranties, or agreements of an inducement nature, if any, are merged with, and stated in this document. There are no promises, agreements, conditions, undertakings, warranties or representations, whether written or oral, expressed or implied, between the parties other than as set forth herein. This Agreement cannot be amended, supplemented, or modified except by an instrument in writing, signed by the party against whom enforcement of such amendment, supplement, or modification is sought.
  
- D. The failure of any party to this Agreement to insist upon the strict performance of any provision of this Agreement or to exercise any remedy under this Agreement shall not be construed as a waiver. The waiver of any non-compliance with this Agreement shall not prevent subsequent similar non-compliance from being or becoming a breach of this Agreement. No waiver shall be effective unless expressed in writing signed by the waiving party. No waiver shall affect any condition other than the one specified in the waiver and then only for the time and in the manner stated. A party's receipt of any payment or other sum with knowledge of non-compliance with this Agreement shall not be considered a waiver of the non-compliance. No payment of a lesser amount than the full amount then due shall be considered to be other than on account of the earliest amount due. No endorsement or statement of any check or any letter accompanying any check or payment shall be considered in accord and satisfaction, and a party may accept any check or payment without prejudice to the party's right to recover the balance owing and to pursue any other available remedy.
  
- E. Whenever one party is required or permitted to give notice to the other, such a notice shall be deemed given: when delivered by hand; one day after being given to an express courier with a reliable system for tracking delivery; when telecopied, faxed, or emailed, and receipt confirmed; or three days after the day of mailing, when mailed through United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of the City of Tarpon Springs:

City of Tarpon Springs  
Attention: Mark LeCouris, City Manager  
324 Pine Street  
Tarpon Springs, Florida 34689  
Telephone: 727-938-3711  
Facsimile:  
Email: [mlecouris@ci.tarpon-springs.fl.us](mailto:mlecouris@ci.tarpon-springs.fl.us)

In the case of FMIT:

Florida League of Cities, Inc.  
Attention: Chris Krepcho, Director of Insurance Services  
125 E Colonial Dr,

Orlando, FL 32801  
Telephone:407-367-4004  
Facsimile: 407-425-9378  
Email: ckrepcho@flcities.com

In the case of CareATC:

CareATC, Inc.  
Attention: Spencer D. Lloyd, Chief Financial Officer  
4500 South 129<sup>th</sup> East Avenue, Suite 191  
Tulsa, Oklahoma 74134.  
Telephone: 918.779.7458  
Email: [spencelloyd@careatc.com](mailto:spencelloyd@careatc.com)

- F. CareATC shall furnish the services contemplated by this Agreement as an independent contractor and not as an employee of the other parties to this Agreement. The method and means of providing its services shall be under the exclusive control, management, and supervision of CareATC. No party to this Agreement has the power or authority to act for, represent, or bind the other parties in any manner. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties to this Agreement, nor shall anything in this Agreement be deemed to constitute one party as an agent for the other parties. No party shall be or become liable or bound by the representation, act or omission whatsoever of the other parties.
- G. The law governing this Agreement shall be that of the United States and the State of Florida.
- H. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be unenforceable, illegal or invalid, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
- I. This Agreement may be signed in counterparts, each of which shall be considered an original for all purposes. Furthermore, a faxed signature shall operate for all purposes as an original.
- J. No party to this Agreement may assign or transfer this Agreement without the prior written consent of the other parties to this Agreement.
- K. All parties to this Agreement shall perform their duties and responsibilities under this Agreement in accordance with the laws of the United States and of the State of Florida.
- L. Each individual executing this Agreement on behalf of any person or entity expressly represents and warrants that he/she has the right, legal capacity, and full authority to execute same.
- M. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

N. For any legal proceeding brought to enforce or interpret any provision or obligation set forth in this Agreement, venue shall be in Pinellas County, Florida.

IN WITNESS WHEREOF, CareATC, FMIT and Tarpon Springs have executed and delivered this Agreement as of the dates shown below:

**Signed:**

**CareATC**

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

Print Name: Spencer D. Lloyd

Its: Chief Financial Officer

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

**Countersigned:**

**FMIT**

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**City of Tarpon Springs, Florida**

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

Print Name: Costa Vatikiotis

Title: Mayor

Date: 11/8/2022

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

Print Name: \_\_\_\_\_

Title: City Clerk & Collector

Date: 11/8/2022

As to Form:

By:



Print Name: Erin G. Jackson

Its: Legal Counsel

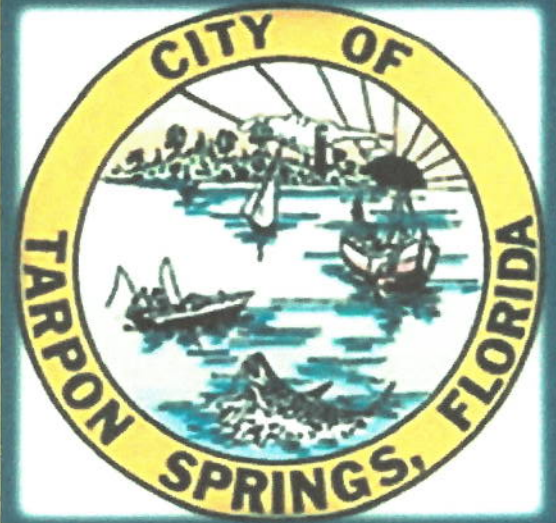
Date: November 2, 2022



City of Tarpon Springs  
Office of the Internal Auditor

Audit of the Human Resources  
Department

Prepared by:  
Billy Poulos  
City Internal Auditor  
August 2022



Report #03\_2022

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## City of Tarpon Springs Office of the Internal Auditor

10/20/2022

Honorable Mayor Vatikiotis and Commissioners,

Enclosed is Audit #03-2022 of the City's Human Resources department. This audit was conducted under the authority of the approved FY 2022 Internal Audit plan, and contains my analysis and conclusions based on the information available to me. The report contains eight findings and seven observations. Management's responses are also included. It should be noted that the length of time between the completion of the audit and Management's response was long but agreed upon, due to the other issues that the City has been dealing with. I was in communication with both the City Manager and HR Director, and we agreed that the City's response to the audit would be at their convenience. I do not want there to be any perception that City management was not timely in their response. I am available anytime to discuss the audit and will place it on the November 8, 2022 BOC Regular Session agenda.

I would also like to thank the Human Resources staff for their assistance and candor during the audit process. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Poulos", is written over a light blue horizontal line.

Billy Poulos  
City Internal Auditor

Cc: Mark LeCouris, City Manager  
Jane Kniffen, Human Resource Director



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## Executive Summary (Overall Auditor Opinion)

In accordance with the approved FY 2022 Internal Audit plan, I have completed the audit of the Human Resources department ("HR" or "Department"). The audit was conducted using the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (i.e., Red Book Standards) as a framework and guide. I believe that the evidence obtained and reviewed provides a reasonable basis for the findings and observations in this report.

The City's HR department performs various important functions, not unlike other HR departments in similar organizations. It would be impossible to audit all of the functions that they perform in a single audit, therefore the audit objectives were tailored to the Department's inherent risks associated with a paper-based personnel file management system, additional employee compensation programs, and a lack of uniform employment contracts. These carry operational, compliance, legal, and financial risks if they are not implemented and/or managed correctly and were examined during this audit.

The Department does not have an all-in-one Human Resource Information System (HRIS), so it relies on a fragmented system that consists of Naviline<sup>1</sup>, paper personnel files, and several other ad hoc systems<sup>2</sup>. Paper personnel files are becoming less and less common in today's workforce, but the Department has done a good job maintaining and securing them, as no findings were noted in this area of the report. When funding and other resources become available in the future, a wise preventive control would be to have personnel files backed up electronically, because many personnel documents are required to be preserved by law. The Department has explored this in the past, but it was not economically feasible at that time. The Department does not have a private room for dealing with sensitive employee issues, onboarding and offboarding employees, and pre-employment testing. In addition, their personnel file room has limited space and doubles as a storage area. As funding and resources become available, it would be prudent to address this area as well.

The City has several pay additives to provide employees with additional compensation for a range of reasons. This report focused on the Safety Shoe Allowance and Leadwork Pay policy. The Safety Shoe Allowance is benefiting almost a third of the non-union workforce and has strong controls due to oversight by the Safety Committee, which determines the positions that are eligible for this benefit. In contrast, the Leadworker Pay policy is overly broad in what constitutes leadworker pay, is silent as to who is eligible, and has a duration that seems to be excessive. Moreover, it is not always used like a traditional Leadworker Pay policy, but rather as a merit-based policy, which the City does not have. The language in the policy has enabled it to be used for any employee, and for any reason. All policies, especially those involving additional compensation, should be clear and specific to ensure they are not misused. Executive staff, a Union member, and more than half of one department have received leadworker pay during the audit period, and some of them for extended periods of time (One year or longer). The Leadworker Pay policy needs to be examined and tightened up to ensure it is consistent with the intentions of a leadworker pay policy, which is to provide compensation for non-supervisory employees who temporarily assume a bona fide leadworker role in the absence of their supervisor.

The City does not have a policy or process to handle employment contracts. Currently, five employees (Two Charter officials and three department directors) are under contract, but it is not clear as to which

<sup>1</sup> Naviline is the City's enterprise-wide accounting system.

<sup>2</sup> Some examples of the City's ad hoc systems include: PowerDMS which is an electronic warehouse and sign-off system for policies and procedures, Click2Gov which is a type of employee self-service for hours accrual, W-2, and paycheck information, and OnBase which is a document management and retrieval system.



employees should and should not have a contract. This creates an inequity between those employees who have a contract and those who do not, since the contractual employees can negotiate benefits that are not available to noncontractual employees. There is also no uniform employment contract, so a disparity exists between the contractual employees, in that some contracts appear to be legally thorough, while some appear to be missing the most basic of contract clauses. For legal, parity, and consistency purposes, these contractual issues should be addressed going forward.

This report uses a balanced format approach which includes both Findings and Observations. Findings can include any number of things where improvement is needed and usually require remedial action by the auditee. In contrast, Observations are areas where the auditee has excelled or has exhibited a best practice. They can also include areas that may need additional review or discussion and may not be within the Department's control. The use of a balanced format approach helps provide an overall picture of the department, which is important for a decision-making Board.

In order for the reader of this report to gain a complete understanding of this audit's objectives and conclusions, it is strongly recommended that the details surrounding the findings and observations listed below are read in their entirety.

## **FINDINGS:**

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**#1A: Almost half (45%) of Leadworker Pay went to two Executive-level employees during the audit period.**

**#1B: The City is concurrently paying leadworker pay to 4 out of 7 employees in one department which is not consistent with the Leadworker Pay policy.**

**#1C: The City is paying leadworker pay to a Police officer using the incorrect accounting code.**

**#1D: Several employees have received leadworker pay for extended periods of time.**

**#1E: Most Employees have not signed the "Request for Leadworker Designation" form, as is required by the Leadworker Pay policy.**

**#2A: 3 out of 5 of the City's employment contracts violate the City Charter and/ or the Code of Ordinances. Note: These have been remedied since the publication of this report.**

**#2B: The City does not have a uniform employment contract.**

**#2C: It is not clear as to which employees should have employment contracts and which should not.**

## **OBSERVATIONS:**

---

**#1: The City's Safety Shoe Allowance benefit has strong controls to ensure only eligible employees receive this benefit.**

**#2: Personnel file documentation is adequate and complete.**

**#3: The Department has a strong control to ensure the City's property and systems are safeguarded when an employee is terminated.**

**#4: Sensitive personnel files have the appropriate controls, as they are organized and properly secured.**

**#5: The HR suite and by extension, the personnel file room is physically secure.**

**#6: The Department does not have a dedicated room for sensitive employee matters and a multipurpose file room. Note: These are not findings because they are outside of the HR Department's control.**

**#7: The Department is trying to increase its use of technology to become more effective, efficient, and competitive with other employers.**

## Background

The City's Human Resources ("HR") department is a typical HR department that performs various functions for the City's departments and Chartered offices. These functions include, but are not limited to the administration or oversight of:

- City benefits (Ex. Health, dental, and life insurance, retirement accounts including defined benefit and defined contribution plans, and voluntary employee benefits).
- Compensation (Ex. Salary analysis, issuance of Personnel Action Forms ("PA forms") to Payroll for all employee changes, and Fair Labor Standards Act ("FLSA") administration).
- Employee relations (Ex. Consultation, facilitation, and resolutions of workplace issues, employee discipline, lay-offs, terminations, unemployment insurance claims, etc....).
- Labor relations (Ex. Contract negotiation/administration for unionized Fire and Police department employees).
- Administration of City's rules, policies, and procedures (Currently 20 rules and 38 policies).
- Recruitment and selection of employees.
- Risk management program (Ex. Administers Workers' Compensation program, and property & casualty, general liability, and special hazard insurance policies).

Additionally, the HR department provides support services to City departments by providing switchboard and reception functions, and sorting/ processing of mail. All of the aforementioned functions are performed by four full time employees (See [Appendix 1A](#) for the organizational chart) for the City's 364 full and part-time employees. This provides an HR-to-Employee ratio of 1.09 HR employees for every 100 employees<sup>3</sup>. The HR-to Employee ratio is in-line with industry standards for an organization that is neither in a growth nor a contraction cycle. The dedicated staff has worked together for many years and is led by Jane Kniffen who has served for 22 years as the HR Director.

<sup>3</sup> The HR-to-employee ratio is calculated by dividing the number of Human Resource (FTEs) by the total number of employees (FTEs) in the organization and multiplying the outcome by 100.



## Audit Objectives, Scope, & Methodology

This audit had three objectives which were based on the areas with high levels of inherent risk. Risk factors that were considered in formulating the objectives were:

- Compliance risks associated with a predominately manual personnel file system.
- Operational and financial risks surrounding additional employee compensation (i.e., Pay additives).
- Legal and operational risks associated with employment contracts.

The three audit objectives were:

- 1) Personnel File Management:** To determine if the proper controls exist around personnel files to ensure they are adequate (i.e., Required documents, signatures/ approvals where needed) and are physically secure.
- 2) Pay Additives:** To determine if the proper controls and documentation exists for pay additives, specifically Leadworker Pay I & II and the Safety Shoe Allowance.
- 3) Employment Contracts:** To perform a review of all employment contracts to determine if adequate controls exist around creating, approving, and executing the contracts.

The scope of the audit included fiscal years 2020, 2021, and the first two quarters of fiscal year 2022 (i.e., Total audit period is from October 1, 2019 to March 31, 2022). The audit consisted of the following methods to gain an understanding of the department, identify potential risks, formulate the audit objectives, and ultimately perform audit tests when needed:

- Reviewed basic information provided by the department (Ex. City personnel rules, policies and procedures, Union contracts, approved budgets, and background information on the department).
- Performed audit surveys for clarification and to help identify risks.
- Interviews with the HR director and staff.
- Conducted walkthroughs with staff to inspect the physical location of where personnel files are maintained.
- Performed sampled testing of personnel files for onboarding and offboarding employees.
- Reviewed employment contracts and other relevant information.
- Reviewed payroll information in Naviline and OnBase.

## Results: Findings

**Findings #1A, 1B, 1C, 1D, & 1E all stem from the City's Leadworker Pay policy so they are grouped into one finding with sub-findings.** In summary, the language in the Leadworker Pay policy is overly broad as to what constitutes leadworker pay, it is silent as to who is eligible, and is not always used like a traditional leadworker pay policy, but more like a merit-based pay policy. Additionally, the duration of leadworker pay seems to be excessive as several employees have received it for an entire fiscal year at a time.

**Figure 1: Overview of the Leadworker Designation Policy.**

**Policy #8** in the City's Personnel Manual is titled "Leadworker Designation" and provides an employee with up to a 5% increase in their base rate of pay on a temporary basis for being a leadworker (See **Appendix A2** for the policy). Leadworker pay is an additive that can be one of two types, Leadworker I or Leadworker II ("**LW1**" & "**LW2**"). The difference between the two is their duration, LW1 is up to 3 months long with 3-month extensions available (Which need City Manager approval), or LW2 which expires at the end of a fiscal year, which means it can be up to 52 weeks long if started at the beginning of a fiscal year.

The policy states that the City wants to recognize special situations where:

*"1) Quasi supervisory or managerial help is needed to give direction either on an ongoing or temporary basis to a group of employees or,*

*2) A significant increase in responsibilities and/ or complexity of duties is assigned to an employee on a temporary basis".*

Leadworker pay is set in motion when a Department head fills out a "Request for Leadworker Designation" form. Besides the basic information like employee name, classification, and hourly rate, the form requires the author to provide a justification for the request and choose either leadworker I or II. The signatures of the Department head, HR Director, Finance Director, and the signature of the City Manager are required. Lastly, the signature of the employee is required which indicates that they understand the terms and conditions of the special pay designation.

### **Finding #1A: Almost half (45%) of Leadworker Pay went to two Executive-level employees during the audit period.**

While most of the employees who received leadworker pay are non-managerial, there are two employees at the "Executive-Exempt" level<sup>4</sup> that received the pay additive for taking on more responsibilities or extra work (As indicated in their Leadworker Designation forms). During the audit period, a current Director received LW2 pay for 64 weeks which totaled \$6,426.65<sup>5</sup>, and a former Director received LW2 pay for 52 weeks which totaled \$5,815.25. The combined leadworker pay for these two employees was \$12,241.90, which comprises 45% of the total leadworker pay for the audit period, while the other 17 employees shared the remaining 55% or \$15,204.96 (See **Tables 1 & 2** below). The cause of this can be attributed to the Leadworker Pay policy being overly broad in its definition of leadworker pay, and silent as to who is eligible. The policy states that the City wants to recognize situations where:

<sup>4</sup> Policy #3 in the City's Personnel Manual defines the three employee classifications: Executive Exempt, Exempt, and Non-Exempt.

<sup>5</sup> Employee is receiving LW2 pay and is scheduled to receive it until 9/30/22.



*"1) Quasi supervisory or managerial help is needed to give direction either on an ongoing or temporary basis to a group of employees or,*

*2) A significant increase in responsibilities and/ or complexity of duties is assigned to an employee on a temporary basis".*

The policy language effectively acts as a "Catch-All" to provide a temporary salary increase for any kind of additional work for any class of employee. Given the policy language, it can be applied in almost any situation to any employee.

While director's receiving leadworker pay is not a violation of the policy, it is inconsistent with the purpose of a leadworker pay policy. Leadworker pay policies are designed to compensate non-managerial or "rank & file" employees who perform managerial or leadworker type functions in the absence of a full-time supervisor. They are not designed to provide extra compensation for executive-level employees like directors, who are already leadworkers by definition. A leadworker policy should not be used to compensate directors who merely do more work or take on more responsibilities - A "Merit-based" compensation policy would be appropriate for that, and the City does not have one. Directors are already compensated with a salary and receive additional benefits that other employees do not receive<sup>6</sup>. Directors are typically expected to take on additional responsibilities and go above and beyond what is required of them, whereas a "rank & file" employee should be compensated for having to take on a leadworker role. Awarding employees at the top of an organization through the Leadworker Pay policy for doing extra work sets a bad precedent, since every Director at one time or another has to go above and beyond what is normally required of them.

**Table 1:** Almost half (45%) of Leadworker Pay went to two Executive-level employees during the audit period.

Employee Classes Receiving LW Pay	FY2020	FY2021	FY2022 (2 Qtrs.)	Total Amount	% of Total
2 Executive-level Employees	\$11,444.25	\$0.00	\$797.65	\$12,241.90	45%
17 Non-Executive Employees	\$6,711.06	\$1,491.72	\$7,002.18	\$15,204.96	55%
19 Employees Received LW Pay	\$18,155.31	\$1,491.72	\$7,799.83	\$27,446.86	100%

Source: Naviline data and personnel file review.

**Table 2:** Breakdown of Leadworker Pay by type during the audit period. 65% of Leadworker Pay is the Leadworker II type, which simply expires at the end of a fiscal year (No matter when it begins).

Leadworker Pay Type	FY2020	FY2021	FY2022 (2 Qtrs.)	Total Amount	% of Total
Leadworker I	\$4,877.92	\$1,070.96	\$3,561.87	\$9,510.75	35%
Leadworker II	\$13,277.39	\$420.76	\$4,237.96	\$17,936.11	65%
Total Leadworker Pay (I & II)	\$18,155.31	\$1,491.72	\$7,799.83	\$27,446.86	100%

Source: Naviline data and personnel file review.

<sup>6</sup> An example of an additional benefit can be found in City Policy #26, which states that exempt employees are allowed to accrue and carry three years of vacation time while non-exempt are permitted to accrue and carry two years.



**Recommendation(s):**

The Leadworker Designation policy should be reviewed and modified to narrowly define what constitutes leadworker pay and specify which employee classes are eligible.

**Finding 1B: The City is concurrently paying leadworker pay to 4 out of 7 employees in one department which is not consistent with the Leadworker Pay policy.**

The policy allows the Director of each department to “rotate the leadworker designation among qualified employees”, but it does not allow it to be provided to a group of employees at the same time. In the first two quarters of FY2022, four out of seven employees (including the Assistant Director) in one department received leadworker pay concurrently.

While the employees may very well deserve extra compensation for doing more work, the Leadworker Pay policy is not the proper vehicle to reward employees for doing extra or more complex work- A “Merit-based” compensation policy would be appropriate for that, and the City does not have one. Also, one would assume that employee supervision is part of the Assistant Director’s duties, and not subject to leadworker pay. The amount of money received in this case was \$1,145 because the audit period cut-off date was 3/31/22, but that number will triple by the publication date of this report, because the employees are scheduled to receive leadworker pay until late in the fiscal year<sup>7</sup>.

**Recommendation(s):**

The Leadworker Designation policy should be reviewed to include employees who are performing supervisory functions, and not simply doing more work or more complex work. If the City wants to compensate employees who are asked to do more or highly complex work, then exploring a merit-based policy that is fair and equitable would be an appropriate course of action.

**Finding 1C: The City is paying leadworker pay to a Police officer using the incorrect accounting code.**

The Police Department’s sworn officers are all members of the Sun Coast Police Benevolent Association (PBA)<sup>8</sup>, and as such, they are bound to the conditions set forth within the Union contract. The Police officer who is receiving leadworker pay is temporarily supervising two divisions that require the rank of Sergeant, which he is not. Leadworker pay is reserved for non-union City employees only, but the Union contract provides for a similar pay additive called “Working out of classification”<sup>9</sup>. This pay additive is the proper way to account for a union employee who is working above his classification for a temporary period of time. Using improper accounting codes can give the appearance of union employees receiving non-union benefits, which would be contrary to several sections of the Union contract.

**Recommendation(s):**

It is recommended that the City use the appropriate accounting code for Police Department employees who are working out of their classification, to ensure that unionized employees are only receiving pay additives that were bargained for.

<sup>7</sup> Three of the employees are currently receiving and are scheduled to receive LW1 pay until August 2022, and one employee is receiving and scheduled to receive LW2 until September 2022.

<sup>8</sup> The City has recognized the PBA as the official bargaining agent for the purposes of presenting proposals relative to salaries and other conditions of employment for sworn police officers.

<sup>9</sup> Article 19, Section 1. Working Out of Classification: Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a rank above that which he/she normally holds shall be paid five percent (5%) of his/her base hourly rate while so acting if he/she works in the higher position for 6 hours or more.



**Finding 1D: Several employees have received leadworker pay for extended periods of time.**

During the audit period (2.5 years or 130 weeks), 19 separate employees received leadworker pay at least one time. Most of them received it for three months or less, which is a normal business practice. Five employees however, received Leadworker pay for an average of 45 weeks<sup>10</sup>, with one employee receiving it for 64 weeks and is scheduled to receive it until the end of FY2022. These long periods of time can be attributed to the “Duration” section of the policy.

As noted earlier, Leadworker I has a duration of three months, whereas Leadworker II expires at the end of the fiscal year (No matter when it begins). The employees who have received Leadworker pay for extended periods of time fall into one of two groups:

- 1) The employee receives the Leadworker Pay I designation (3-month duration) and then switches to the Leadworker Pay II designation (Expires at end of the fiscal year), or
- 2) The employee is given the Leadworker Pay II designation at the start of the fiscal year and receives it all year (Which has happened on several occasions).

Leadworker pay is supposed to be a temporary solution for when there is an absence of supervision. A well designed Leadworker Pay policy gives an organization time to fill a supervisory gap when the need arises (Ex. Unexpected illness, retirement, etc....). However, a policy that is written with a duration that provides a pay additive for an entire year like the Leadworker II designation, can easily be misused. Obviously, there are times when leadworker pay may be needed for an extended period of time, but when several employees start receiving it on the first day of the fiscal year until the last day of the fiscal year, it raises concerns. A legitimate risk concerning the Leadworker II designation is that it can disincentivize a Director from quickly filling a needed position if they can receive leadworker pay until that position is filled.

**Recommendation(s):**

It is recommended that the Department review the Leadworker Pay policy language to determine if the Leadworker II designation is actually needed, since the Leadworker I designation can be recertified every three months if needed.

**Finding 1E: Most Employees have not signed the “Request for Leadworker Designation” form, as is required by the Leadworker Pay policy.**

The Leadworker Pay policy requires the employee to sign the “Request for Leadworker Designation” form, which is their acknowledgement that they have read, fully understand, and accept the provisions of the policy. 17 of these forms were reviewed<sup>11</sup> and only five were signed by the employee. It is worth noting that all of the other required signatures were on the form, including the Department head, HR Director, Finance Director, and City Manager. This is most likely a clerical oversight, but the forms should be checked by the HR Department before forwarding them on for the additional signatures, as they are responsible for managing the forms. Also, like all forms that require an employee signature, it is important that the employee is aware of what is expected of them, in order to avoid any confusion during the leadworker pay period.

<sup>10</sup> Some employees went from Leadworker Pay I to Leadworker Pay II with no break, while one employee received Leadworker Pay II on two separate occasions.

<sup>11</sup> The forms were from the same employee files that are noted throughout Finding #1.



### **Recommendation(s):**

It is recommended that the HR department ensure that the employee who is receiving leadworker pay, actually signs the form acknowledging they understand and attest to what is expected of them for the time they are receiving the pay additive.

**Findings 2A, 2B, & 2C:** These findings concern employment contracts and are therefore grouped into one finding with several sub-findings. NOTE: Finding 2A is now settled due to corrective actions taken by the City Manager and the BOC. It is included in this report to be consistent with proper audit reporting protocol and to preserve the record.

### **Finding #2A: 3 out of 5 of the City's employment contracts violate the City Charter and/ or the Code of Ordinances.**

The City currently has five employees who have employment contracts. They include two Charter officials and three department heads. While no City employees are required to have employment contracts, there is one City Ordinance and two City Charter requirements that must be met in order for the City to enter into an employment contract. These three requirements are:

- 1) A contract must be approved as to form and correctness by the City Attorney, and**
- 2) The BOC must ratify the appointment of all Department heads (Which is a precursor to an employment contract), and**
- 3) The Mayor must ultimately execute the contract.**

Only the City Manager and Internal Auditor's employment contracts satisfy all three requirements. The Fire Chief, Police Chief, and HR Director's contracts do not satisfy all three requirements and are therefore not legally binding. Listed below is a breakdown of each requirement and an analysis as it relates to the employment contracts (This is also illustrated in **Table #3** below):

#### **1) City Attorney review and approval as to form and correctness.** City Ordinance § 2-2- Appointment, Duties of City Attorney (b), states that the City Attorney:

*"He shall prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval of the form and correctness thereof; no contract with the municipality shall take effect until such approval is so endorsed thereon".*

No City Attorney has approved either the Fire Chief, Police Chief, or HR director's contract as is required by City Ordinance § 2-2 (b). For comparison purposes, the City Manager and Internal Auditor's contracts were both approved as to form and correctness by the City Attorney at the time.

#### **2) Ratification by the Board of City Commissioners.** City Charter: Section 16. – City Manager; Acting City Manager (b), states the City Manager's powers and duties shall include the following:

*"Appoint all department heads with the ratification of the board of commissioners, including all terms and conditions of employment thereof. No term or condition of such appointment shall be valid unless such is first approved by the board of commissioners".*

Ratification by the BOC applies to all Department heads and Charter official appointments and is therefore a precursor to an employment contract. In other words, ratification has to be done by the BOC before a contract can be executed. The BOC has ratified the appointment of all the City's contracted employees.

**3) Execution of contracts by the Mayor.** City Charter: Section 9. - Duties of the Mayor, states that:

*"The mayor shall be the official representative of the city, and shall be authorized to execute contracts, deeds, and other documents on behalf of the city, after approval by the board of commissioners".<sup>12</sup>*

This means that only the Mayor may sign the employment contracts, and only after the BOC has ratified the appointments. Neither the Fire nor Police Chief's contracts were signed by the Mayor. They were only signed by the employee and City Manager, who does not have the authority to execute these contracts. Moreover, there is no reference or space for the Mayor's signature on the contracts. For comparison purposes, the City Manager, Internal Auditor, and HR Director's contracts were all signed by the Mayor at the time.

The contract requirements stated in the City Charter and City Ordinance are important because they act as controls to ensure that contracts are:

- 1) Legally sufficient (I.e.. City Attorney approval as to the form of the contract), and
- 2) The BOC is aware and approve of who is being awarded a contract (I.e.. Ratification by the BOC), and
- 3) The contract is consistent with what the BOC approved by requiring the Mayor's signature (Hence the Mayor's signature being the last control in the chain).

Simple ratification by the BOC is only sufficient for non-contractual employees.

**Recommendation(s):**

**None-** As of the publication of this report, the Police and Fire Chief's contracts were placed on the BOC Regular Session agenda on July 26, 2022, after being reviewed and approved by the City Attorney (As to form). They were subsequently ratified by the BOC and ultimately signed by the Mayor.

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<sup>12</sup> In the Mayor's absence, the Vice Mayor may execute contracts in accordance with City Charter, Section 10.- Vice Mayor.



**Table #3: 3 out of 5 of the City’s employment contracts violate the City Charter and/ or the Code of Ordinances.**

Analysis of the City’s Employment Contracts						
Employee Contract Information				Charter/ Ordinance Requirements for Contracts		
#	Employee Position Title	Position Type	Effective Date of Contract	Meets City Ordinance Requirement for City Attorney Approval as to Form and Correctness*	Meets Charter Requirement for Ratification by the BOC**	Meets Charter Requirement for Mayor’s Execution after BOC Approval***
1	Fire Chief	Dept. Head	9/7/17	No	Yes	No
2	Police Chief	Dept. Head	3/12/21	No	Yes	No
3	HR Director	Dept. Head	11/22/99	No	Yes	Yes
4	City Manager	Charter Official	2/24/09	Yes	Yes	Yes
5	Internal Auditor	Charter Official	4/27/21	Yes	Yes	Yes

\* Tarpon Springs, Florida Code of Ordinances: § 2-2- Appointment, Duties of City Attorney. (b) He shall prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval of the form and correctness thereof; no contract with the municipality shall take effect until such approval is so endorsed thereon.

\*\* City Charter: Section 16. City Manager; Acting City Manager. (b) Appoint all department heads with the ratification of the board of commissioners, including all terms and conditions of employment thereof. No term or condition of such appointment shall be valid unless such is first approved by the board of commissioners.

\*\*\* City Charter: Section 9. Duties of the Mayor. The mayor shall be the official representative of the city, and shall be authorized to execute contracts, deeds, and other documents on behalf of the city, after approval by the board of commissioners.

Sources: Review of employment contracts, City Charter & City Ordinances.

**Finding #2B: The City does not have a uniform employment contract.**

The City uses two types of employment contracts- One is titled “Employment Agreement” (“EA”) and the other is titled “Memorandum of Agreement” (“MOA”). Of the five contractual employees, the City Manager and Internal Auditor have the EA type, while the HR Director<sup>13</sup>, Fire Chief, and Police Chief have the MOA type. The EA appears to have the legal clauses one would expect from an employment contract, while the MOA is missing these same legal clauses. Contract clauses exist to clarify the terms and conditions of employment and to protect both the employee and the City. It is not clear why the City uses different contracts for different employees.

**Recommendation(s):**

It is recommended that the HR Department work with the City Attorney to create a uniform contract that can easily be customized for compensation, benefits, and any other specific items that are negotiated by the employee and the City.

**Finding #2C: It is not clear as to which employees should have employment contracts and which should not.**

As noted previously, the City has five contractual employees, two are Charter officials and three are Department heads. Typically, Charter officials in local governments have employment contracts because of their unique reporting requirements, in that they report to multiple people like the BOC. Because of this unique situation, it makes sense to codify the terms and conditions of their employment with an

<sup>13</sup> The HR Director has an older version of the MOA contract type.

employment contract. With the exception of the City Clerk, all the City's Charter officials have employment contracts.

Department heads however, only report to one person, the City Manager, so it is unclear why some directors have employment contracts, but others do not. This is important because it creates an inequity between those employees who have a contract and those who do not, since the contractual employees can negotiate benefits that are not available to noncontractual employees. Contractual employees can negotiate fringe benefits that are outside of the City's Personnel Manual, whereas noncontractual employees are limited to the benefits in the manual. Furthermore, it creates an additional agreement between the City and certain employees where one is not needed.

**Recommendation(s):**

It is recommended that the HR Director and City Manager establish which positions should have employment contracts and which should not, in order to maintain parity when Department heads are negotiating their compensation.



## Results: Observations

### **Observation #1: The City's Safety Shoe Allowance benefit has strong controls to ensure only eligible employees receive this benefit.**

Controls surrounding the Safety Shoe Allowance benefit ("Shoe allowance") are more important than one might initially realize, since roughly 106 employees are awarded the shoe allowance benefit either annually or semiannually with a total annual cost of approximately \$20,300.<sup>14</sup> The City's shoe allowance benefit is specified under its "Uniform and Safety Shoes" policy (Policy #12). It provides a cash contribution to the employee for the purchase of safety shoes in the amount of \$100 either annually or semiannually (\$200 total), depending on the employee's position. The City's Safety Committee (Policy #15) establishes and maintains a list of positions that are eligible for the benefit (The list is up to date). Eligibility for the shoe allowance is tied to the employee's position, not the employee, which is the proper way to implement this benefit. This is a strong control because the Safety Committee is comprised of all department directors, with each being a voting member. Incidentally, the HR Director is the Vice Chairman of the Safety Committee. Because of the strong controls surrounding this benefit, substantive testing was not required.

### **Observation #2: Personnel file documentation is adequate and complete.**

The Department utilizes a checklist when onboarding (i.e., Hiring) and offboarding (i.e., Terminating) employees, which helps to ensure that each file contains the required documents. A documentation review of personnel files was performed for both onboarded and offboarded employees. This was done by running a random sample of all employees who were hired during the audit period, as well as those who were terminated during the audit period. A review of personnel documents that are required by either law, policy, or best practice was performed. Most of the documents require the employee's signature, so that was checked as well. In all, 30 personnel files were tested by checking them against the Department's onboarding<sup>15</sup> and offboarding<sup>16</sup> checklists, and **no exceptions were noted**.

### **Observation #3: The Department has a strong control to ensure the City's property and systems are safeguarded when an employee is terminated.**

All of the items on the offboarding checklist must be completed and initialed by the Department in order for the employee to receive their final check. The onboarding checklist is straight forward and solely the responsibility of HR staff, while the offboarding checklist requires the cooperation and assistance of the employee's supervisor and others like the IT department. They are required to sign off when certain items are returned like keys, purchasing card, building access card, etc., or when an action is completed like disabling their email or gas pump access. This is an example of a strong preventive control because it motivates the employee to assist with an orderly termination (When possible) because they have a financial interest in doing so (i.e., Their final check).

<sup>14</sup> Data as of 7/26/22. Exact numbers are difficult to determine because some employees have been terminated, while new hires will only receive the benefit after 90 days. Also, the data does not include unionized Police & Fire employees.

<sup>15</sup> Onboarding documents that were tested include the employee's application, W-4 form, Worker's Compensation Protocol, COBRA Notification form, Property Security Statement, Drug Free Workplace, Notice of Outside Employment, & Cyber Security Pledge. This list is not inclusive of all the documents required in the files but represents a well-balanced mix of documents for testing purposes.

<sup>16</sup> Offboarding documents that were tested include the Employee Checkout form and the back-up documents that show compliance with it.



**Observation #4: Sensitive personnel files have the appropriate controls, as they are organized and properly secured.**

The Department has two personnel files for each employee, a "Regular" file and a "Medical" file. The Regular personnel files have typical HR related documents which were tested (See **Observation #2**) and yielded no exceptions. The Medical files contain sensitive documents like health-related information, as well as other sensitive documents<sup>17</sup> that are not available for inspection without a valid and legal reason. Like the Regular personnel files<sup>18</sup>, these files are color-coded (Green) so they are easily recognizable and are locked in filing cabinets across the room from the Regular employee files in order to provide physical separation. This is a good practice and should continue to avoid any unintentional "mixing" of files or documents, and to ensure their continued security.

**Observation #5: The HR suite and by extension, the personnel file room is physically secure.**

While the file room itself is not monitored by cameras, the HR suite's entrance and exit doors are. Ideally, the file room should be monitored separately, but given the small size of the HR suite, it would be almost impossible for an unauthorized person to be in the file room without staff noticing. Also, the personnel files are in locked filing cabinets which adds another layer of protection. From an operational perspective, the HR staff staggers their lunch breaks to ensure there is always someone in the suite, which is a prudent practice to have for security and customer service purposes.

While the file room is physically secure, the Department does not currently have a way to back up personnel files. They are aware of this risk and have discussed the possibility of scanning/ archiving files in the past, but it was decided that it was not economical or practical at that time. As a stand-alone exercise, they are correct that it would not be economical or practical. This is an item that should be discussed if the Department ever decides to procure a bona fide Human Resource Information System (HRIS).

**Observation #6: The Department does not have a dedicated room for sensitive employee matters and a multipurpose file room. Note: These are not findings because they are outside of the HR Department's control.**

The Department lacks a dedicated room for handling sensitive HR related issues. Currently, the Department does not have its own private room to discuss employment matters or to proctor preemployment tests. Additionally, the file room is secure, but it is small and used for storage as well. Additional space for a dedicated HR conference room and/ or a larger file room should be explored at some point when it is appropriate to do so and if funding is available.

**Observation #7 : The Department is trying to increase its use of technology to become more effective, efficient, and competitive with other employers.**

The Department is in the process of requesting funds to purchase an Applicant Tracking System (ATS) to assist with the recruiting and onboarding of new employees. The current online system is basically a PDF that is filled out and emailed or mailed to the HR department for processing, which is basic and does not track workflow. All of the benefits of an ATS are beyond the scope of this report but should help streamline the City's recruitment process through automation. It may also provide post-recruitment functions such as onboarding assistance and reporting capabilities (Depending on which system is

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<sup>17</sup> These are highly sensitive documents such as drug test results, medical documents, I-9s, worker's compensation claims, litigation documents, etc., and were not part of this review.

<sup>18</sup> Regular personnel files are color-coded: Manilla- General City employee, Blue- Police Dept., and Red- Fire Dept.

purchased). Applying for a job is sometimes the first impression that a candidate has of an organization, so it is important for candidates to see that the City is embracing and using modern technology.

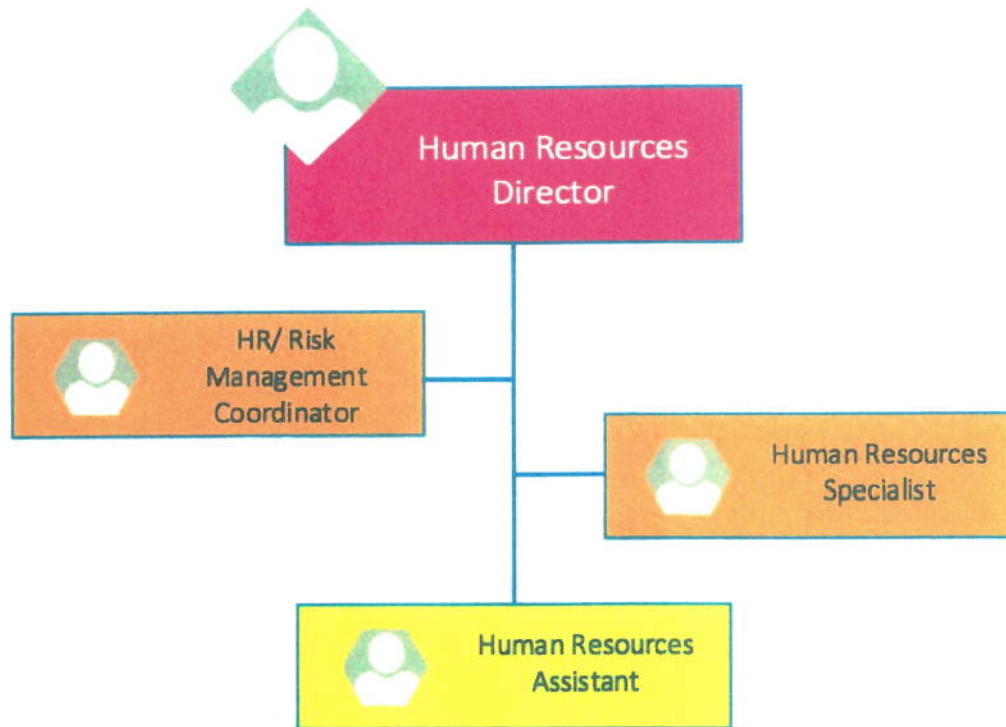
The Department is also seeking to make changes to how they administer employee benefits through decentralization. Currently, benefits administration is centralized, with HR staff using a software program called BenTek to enroll and make benefit changes for employees. In the near future, they plan to open this system up to employees as a "self-serve" option so employees can make changes to their benefits themselves. This will enable employees to view detailed plan information, compare plans, and print confirmation statements and cards. This would undoubtedly ease the workload of HR staff, so they can concentrate on helping those employees who need it, rather than having to process benefit changes for hundreds of employees, which is labor intensive. Many organizations have adopted this approach to benefits management with positive results for both the HR departments and employees.



## APPENDIX

### A1) Human Resources Organizational Chart:

#### Tarpon Springs Human Resources Organizational Chart:



\* 4 Budgeted FTEs in FY22.

## **A2) Policy #8- Leadworker Designation:**

<b>PERSONNEL MANUAL</b>
<b>POLICIES AND PROCEDURES SECTION</b>
<b>LEADWORKER DESIGNATION POLICY</b>
<b>NUMBER 8</b>

### **POLICY STATEMENT**

It is the policy of the City of Tarpon Springs to recognize special situations where:

- 1) Quasi supervisory or managerial help is needed to give direction either on an ongoing or temporary basis to a group of employees or;
- 2) A significant increase in responsibilities and/or complexity of duties is assigned to an employee on a temporary basis.

The employee selected to deal with such a special situation shall be designated a Leadworker I or II.

### **SECTION I. APPROVAL AND COMPENSATION**

- A. A Department Head desiring to use this policy must first complete a Request for Leadworker Designation form. The form requires justification for the need, the rationale for the selection of the employee, the signature of the Department Head, the recommendation of the Human Resources Director, the approval of the City Manager and the signature of the employee indicating that he/she understands the terms and conditions of this special pay designation.
- B. The Leadworker I or II designation provides the selected employee with up to an additional 5% pay above his/her current base rate of pay. It does not permanently advance the employee's rate of pay or change the base rate.

### **SECTION II. DURATION**

- A. The Leadworker I designation will normally last 1-3 months. Extension beyond 3 months must have further approval by the City Manager and also each 3 month extension thereafter. The Department Head may rotate the Lead worker designation among qualified employees.
- B. The Leadworker II designation will normally expire on September 30th of each year and will need to be reviewed/recertified by the Department Head to continue this designation.
- C. Leadworker designation(s) may be discontinued when such action is deemed by the City Manager to be in the best interest of the City

## Management Response

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The HR Director and City Manager have been afforded an opportunity to respond to this report. Their responses are attached.

## **MANAGEMENT RESPONSE TO THE *AUDIT OF THE HUMAN RESOURCES DEPARTMENT***

Management's response is focused primarily on the major Findings contained the *Audit of the Human Resources Department*.

### **LEADWORKER PAY**

Management agrees to examine the current Policy Number 8 – *Leadworker Designation Policy* and to rewrite said policy to ensure more specificity with respect to definition, eligibility, duration and oversight, as noted in the audit. It is anticipated that this process will be completed within three (3) months.

In the interim, the City Manager will limit any approval to the shorter Leadworker I duration.

Management will be reviewing the status of the Police Benevolent Association (PBA) member, in consultation with the PBA attorney and the City's labor attorney, to determine the correct process. It is anticipated that this issue will be resolved within forty-five (45) days.

Effective immediately, management will ensure that all leadworker designation recipients are made fully aware of and agree to, the added responsibilities that accompany said designation.

Unsigned *Request for Leadworker Designation* forms were an oversight and have been properly executed as of this writing.

### **EMPLOYMENT CONTRACTS**

Within the first six (6) months of hiring a new City Attorney, management will have a discussion with the City Attorney and the City's labor attorney to address the topic of employment contracts – how and when contracts are made, their contents, execution and administration.



# *City of Tarpon Springs, Florida*

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**November 8, 2022**

**To: Mayor, Vice-Mayor, and Commissioners**

**From: Mark G. LeCouris, City Manager**

**Subject: Code Enforcement Settlement – Eunice Drive**

## **Recommendation:**

Staff seeks the Board of Commissioners' direction regarding a settlement offer in the amount of \$20,000 on a code enforcement lien on property on Eunice Drive.

## **Background:**

This item was being worked on by Attorney Trask but was not completed by the end of his term. Prior to incurring legal fees from one of our temporary attorneys, staff seeks the Board's direction. It was last left with an offer of \$20,000 with a request to go to a September Board of Commissioners' meeting. That did not happen due to heavy agendas and delays due to Hurricane Ian. It appears the offer is substantially low based on previous cases before this Board and has little chance of being accepted. I am looking for direction of the Board to either complete this negotiation based on \$20,000 offer or to inform the broker making the offer that it is too low to even consider settlement. The necessity in bringing this forward is that it is tied to the pending sale of the property, the documents for which you have in your back-up documentation.





# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Chief Jeffrey P. Young  
From: Sergeant Ed Miller  
Date: November 3, 2022  
Reference: Parcel # 11/27/15/04878/002/130 / Settlement offer for Eunice Dr. property

Sir,

I have attached all of the findings regarding the above parcel number in the Code Enforcement files at the police department. It appears the violations on this property are 8-52 nuisance prohibitions (overgrown lot) and 8-40 Maintenance of private property.

04 – 80001363

- No info in case file

05 – 8000004

- 8-52 nuisance prohibitions Overgrown lot
- 1/3/2005 initial inspection overgrown lot
- 3/28/2005 In compliance

05 – 80000328

- 8-40 Duty Maintenance of Private Property
- 8-52 nuisance prohibitions overgrown lot
- There is a Notification of lien in this file dated April 8, 2022. In reference to 05-80000328. The fine amount is \$103,626.84, interest \$47,938.77, administrative fees \$25.00, Recording fees \$4.75 and Satisfaction fee \$ 10.00, Totaling 151,605.36
- States in August 31, 2005 a lien was recorded against the property, parcel 11/27/15/04878/002/130



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*





# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

- As of June 13, 2011 the property was in compliance, however there is an outstanding fine and applicable fees due.

13 – 80000427

- Case file says no violation exist.
- Code Inspector Sanner went out in reference to pepper trees encroaching onto sidewalk/ roadway.
- Per Sanner no violation exists.

18 – 80000701

- 8-40 Duty Maintenance of Private Property
- 8-52 nuisance prohibitions overgrown lot
- There is a Notification of Lien Dated April 8, 2022 in reference to 18-80000701. On January 29, 2019 a lien was recorded against the property, parcel 11/27/15/04878/002/130, as of June 12, 2019 the property is in compliance. There is an outstanding fine and applicable fees due. Fine amount 4625.00, prosecution cost \$156.75, interest \$585.73, administrative fees \$25.00, recording fees \$4.75, satisfaction fee \$10.00 totaling \$5407.23.

2020-80000617

- 8-52 nuisance prohibitions overgrown lot
- Complied – Fines Still owed
- CED ORDERED \$50.00 per day from 10/7/2020 – 10/26/2020 totaling \$950.00 for non-compliance plus \$69.50 prosecution cost.

21-80000486

- 8-52 Nuisance prohibitions
- CEB ordered a \$200.00 per day fine from initial inspection date of August 16, 2021 to compliance date of August 31, 2021. The fine for non-compliance is \$3000.00 plus \$46.50 in prosecution costs.



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# City of Tarpon Springs, Florida

City Clerk & Collector

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

## NOTIFICATION OF LIEN (COMPLIANCE)

April 8, 2022

Pallardy, LLC  
514 N. Franklin Street, Suite 106  
Tampa, Florida 33602-4801

Re: Citation No. 05-80000328  
Violator(s) Name: Inter Business Development  
Violation Address: 11/27/15/04878/002/0130  
Violation of Code Section(s): 8-52 & 8-40

Please be advised that on, **August 31, 2005**, a lien was recorded against the above referenced property; and as of, **June 13, 2011** the property is in compliance. However, there is an outstanding fine and applicable fees due.

The payoff for this fine is as follows:

Fine Amount:	\$103,626.84
Prosecution Cost:	
Interest:	\$47,938.77
Administrative fees:	\$25.00
Recording fees:	\$4.75
Satisfaction fees:	\$10.00
TOTAL DUE:	\$151,605.36 (payoff good thru April 29, 2021)

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC  
Deputy City Clerk & Collector



# City of Tarpon Springs, Florida

City Clerk & Collector

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

## NOTIFICATION OF LIEN (COMPLIANCE)

April 8, 2022

Pallardy, LLC  
514 N. Franklin Street, Suite 106  
Tampa, Florida 33602-4801

Re: Citation No. 18-80000701  
Violator(s) Name: Pallardy, LLC  
Violation Address: 11/27/15/04878/002/0130  
Violation of Code Section(s): 8-40 & 8-52

Please be advised that on, **January 29, 2019**, a lien was recorded against the above referenced property; and as of, **June 12, 2019** the property is in compliance. However, there is an outstanding fine and applicable fees due.

The payoff for this fine is as follows:

Fine Amount:	\$4,625.00
Prosecution Cost:	\$156.75
Interest:	\$585.73
Administrative fees:	\$25.00
Recording fees:	\$4.75
Satisfaction fees:	\$10.00
TOTAL DUE:	\$5,407.23 (payoff good thru April 29, 2021)

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC  
Deputy City Clerk & Collector

*[Compliance – Repeat Violator]*

TARPON SPRINGS CODE ENFORCEMENT BOARD

CITY OF TARPON SPRINGS

CASE NO.: CEB 20-80000617

Petitioner.

vs.

**LEGAL DESCRIPTION**

Pallardy, LLC  
514 N. Franklin Street, Suite 106  
Tampa, Florida 33602-4801

Bayshore Heights  
Block 2, Lot 13  
11/27/15/04878/002/0130  
Vacant lot at Eunice Drive  
Tarpon Springs, Florida

Respondent(s).

**ORDER IMPOSING PENALTY/LIEN**

That this cause came on for Public Hearing before the Code Enforcement Board on the 10<sup>th</sup> day of December 2020 after due notice to the Respondent(s), Pallardy, LLC at which time the Code Enforcement Board heard testimony under oath, received evidence and issued its Findings of Fact and Conclusions of Law and thereafter issued its Order which was furnished to the Respondent(s) Pallardy, LLC.

That the Order of this Board that the Respondent(s) Pallardy, LLC was in violation of Section(s) 8-52 and has been found in violation of the same code section within five years, and therefore is a repeat violator(s).

ORDERED that the Respondent(s) Pallardy, LLC shall pay to the City of Tarpon Springs a fine in the amount of \$950.00, plus the additional cost for prosecuting the case in the amount of \$69.50 as a repeat violator(s).



This Order shall be recorded and shall constitute a lien against any real or personal property owned by the Respondent(s), Pallardy, LLC and may be enforced in the same manner as a Court Judgment by the Sheriff of this State, including levy against personal property, but shall not be deemed a Court Judgment except for enforcement purposes as set forth in Florida Statutes Section 162.09.

DONE AND ORDERED THIS 10<sup>th</sup> day of December 2020, at the City of Tarpon Springs, Pinellas County, Florida.

CODE ENFORCEMENT BOARD OF THE  
CITY OF TARPON SPRINGS, FLORIDA

Julie M. Wade  
Chair

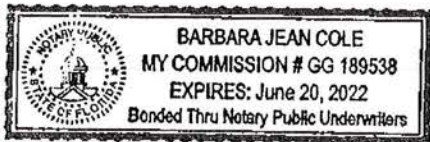
K. Michele Manousos  
K. Michele Manousos, CMC  
Deputy City Clerk and Collector



STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Julie Wade, Chair and K. Michele Manousos, Deputy City Clerk of the City of Tarpon Springs, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the Code Enforcement Board, as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 17<sup>th</sup> day of December 2020.



Barbara Jean Cole  
NOTARY PUBLIC, STATE OF FLORIDA

I certify that a true and correct copy of the above and foregoing Order Imposing Penalty/Lien have been furnished by mail to the Respondent(s) Pallardy, LLC, 514 N. Franklin Street, Suite 106, Tampa, Florida 33602-4801 on 17<sup>th</sup> day of December 2020.

I, K. Michele Manousos, CMC, Deputy City Clerk and Collector of the City of Tarpon Springs, Florida, hereby certify that the attached and foregoing is a full, true, complete and correct copy of the original of which is now in the original records of the City.  
IN WITNESS WHEREOF, I have hereunto, set my hand and affixed the official Seal of the City of Tarpon Springs, Florida, this 17<sup>th</sup> day of December 2020  
K. Michele Manousos  
K. Michele Manousos, CMC  
DEPUTY CITY CLERK & COLLECTOR

K. Michele Manousos  
K. Michele Manousos, CMC  
Deputy City Clerk and Collector



*[Compliance – Repeat Violator]*

**TARPON SPRINGS CODE ENFORCEMENT BOARD**

CITY OF TARPON SPRINGS

CASE NO.: CEB 21-80000486

Petitioner.

vs.

**LEGAL DESCRIPTION**

Pallardy, LLC  
514 N. Franklin Street, Suite 106  
Tampa, Florida 33602-4801

Lot 13  
Bayshore Heights Block 2  
11/27/15/04878/002/0130  
vacant lot on Eunice Drive  
Tarpon Springs, Florida

Respondent(s).

**ORDER IMPOSING PENALTY/LIEN**

That this cause came on for Public Hearing before the Code Enforcement Board on the 9<sup>th</sup> day of September 2021 after due notice to the Respondent(s), Pallardy, LLC at which time the Code Enforcement Board heard testimony under oath, received evidence and issued its Findings of Fact and Conclusions of Law and thereafter issued its Order which was furnished to the Respondent(s) Pallardy, LLC.

That the Order of this Board that the Respondent(s) Pallardy, LLC was in violation of Section(s) 8-52 and has been found in violation of the same code section within five years, and therefore is a repeat violator.

ORDERED that the Respondent(s) Pallardy, LLC shall pay to the City of Tarpon Springs a fine in the amount of \$3,000.00, plus the additional cost for prosecuting the case in the amount of \$46.50 as a repeat violator.

This Order shall be recorded and shall constitute a lien against any real or personal property owned by the Respondent(s), Pallardy, LLC and may be enforced in the same manner as a Court Judgment by the Sheriff of this State, including levy against personal property, but shall not be deemed a Court Judgment except for enforcement purposes as set forth in Florida Statutes Section 162.09.

DONE AND ORDERED THIS 9<sup>th</sup> day of September 2021, at the City of Tarpon Springs, Pinellas County, Florida.

CODE ENFORCEMENT BOARD OF THE  
CITY OF TARPON SPRINGS, FLORIDA

Julie M. Wade  
Chair

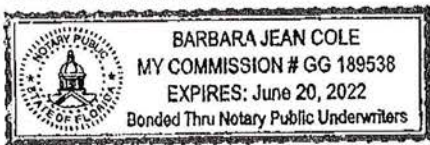
K. Michele Manousos  
K. Michele Manousos, CMC  
Deputy City Clerk and Collector



STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Julie Wade, Chair and K. Michele Manousos, Deputy City Clerk of the City of Tarpon Springs, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the Code Enforcement Board, as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 14<sup>th</sup> day of September 2021.



Barbara Jean Cole  
NOTARY PUBLIC, STATE OF FLORIDA

I certify that a true and correct copy of the above and foregoing Order Imposing Penalty/Lien have been furnished by mail to the Respondent(s) Pallardy, LLC, 514 N. Franklin Street, Suite 106, Tampa, Florida 33602-4801, on 14<sup>th</sup> day of September 2021.

I, K. Michele Manousos, CMC, Deputy City Clerk and Collector of the City of Tarpon Springs, Florida, hereby certify that the attached and foregoing is a full, true, complete and correct copy of the original of which is now in the original records of the City

IN WITNESS WHEREOF, I have hereunto, set my hand and affixed the official Seal of the City of Tarpon Springs, Florida, this 14 day of September 2021

K. Michele Manousos  
K. Michele Manousos, CMC  
DEPUTY CITY CLERK & COLLECTOR

K. Michele Manousos  
K. Michele Manousos, CMC  
Deputy City Clerk and Collector





[Interactive Map of this parcel](#)

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[Contact Us](#)

**11-27-15-04878-002-0130**

**Compact Property Record Card**

[Tax Estimator](#)

**Updated November 3, 2022**

[Email Print](#)

[Radius Search](#)

<b>Ownership/Mailing Address</b> <a href="#">Change Mailing Address</a>	<b>Site Address</b>
PALLARDY LLC 514 N FRANKLIN ST STE 106 TAMPA FL 33602-4801	EUNICE DR TARPON SPRINGS



**Property Use:** 0000 (Vacant Residential - lot & acreage less than 5 acres) **Current Tax District:** TARPON SPRINGS (TS) **Total Living:** SF: **Total Gross SF:**

[click here to hide] **Legal Description**  
BAYSHORE HEIGHTS BLK 2, LOT 13

<a href="#">Tax Estimator</a>	<input type="checkbox"/> <a href="#">File for Homestead Exemption</a>	<b>2023 Parcel Use</b>	
<b>Exemption</b>	<b>2023</b>	<b>2024</b>	
Homestead:	No	No	Homestead Use Percentage: 0.00%
Government:	No	No	Non-Homestead Use Percentage: 100.00%
Institutional:	No	No	Classified Agricultural: No
Historic:	No	No	

**Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)**

<b>Most Recent Recording</b>	<a href="#">Sales Comparison</a>	<a href="#">Census Tract</a>	<b>Evacuation Zone</b> (NOT the same as a FEMA Flood Zone)	<b>Flood Zone</b> (NOT the same as your evacuation zone)	<b>Plat Book/Page</b>
19670/1932	\$132,100	121030275012	A	<a href="#">Current FEMA Maps</a>	50/61

**2022 Final Value Information**

<b>Year</b>	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value / Non-HX Cap</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2022	\$113,135	\$64,073	\$64,073	\$113,135	\$64,073

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	<a href="#">Homestead Exemption</a>	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2021	No	\$72,715	\$58,248	\$58,248	\$72,715	\$58,248
2020	No	\$57,716	\$52,953	\$52,953	\$57,716	\$52,953
2019	No	\$50,974	\$48,139	\$48,139	\$50,974	\$48,139
2018	No	\$43,763	\$43,763	\$43,763	\$43,763	\$43,763
2017	No	\$40,768	\$38,136	\$38,136	\$40,768	\$38,136
2016	No	\$34,669	\$34,669	\$34,669	\$34,669	\$34,669
2015	No	\$34,841	\$34,841	\$34,841	\$34,841	\$34,841
2014	No	\$37,765	\$37,765	\$37,765	\$37,765	\$37,765
2013	No	\$34,755	\$34,755	\$34,755	\$34,755	\$34,755
2012	No	\$45,432	\$45,432	\$45,432	\$45,432	\$45,432
2011	No	\$53,709	\$53,709	\$53,709	\$53,709	\$53,709
2010	No	\$51,314	\$51,314	\$51,314	\$51,314	\$51,314
2009	No	\$62,683	\$62,683	\$62,683	\$62,683	\$62,683
2008	No	\$60,700	\$60,700	\$60,700	\$60,700	\$60,700
2007	No	\$64,200	\$64,200	\$64,200	N/A	\$64,200
2006	No	\$35,200	\$35,200	\$35,200	N/A	\$35,200
2005	No	\$24,000	\$24,000	\$24,000	N/A	\$24,000
2004	No	\$22,100	\$22,100	\$22,100	N/A	\$22,100
2003	No	\$21,600	\$21,600	\$21,600	N/A	\$21,600
2002	No	\$22,000	\$22,000	\$22,000	N/A	\$22,000
2001	No	\$11,200	\$11,200	\$11,200	N/A	\$11,200
2000	No	\$19,600	\$19,600	\$19,600	N/A	\$19,600
1999	No	\$14,200	\$14,200	\$14,200	N/A	\$14,200
1998	No	\$14,800	\$14,800	\$14,800	N/A	\$14,800
1997	No	\$14,200	\$14,200	\$14,200	N/A	\$14,200
1996	No	\$14,000	\$14,000	\$14,000	N/A	\$14,000

**2022 Tax Information**

<a href="#">2022 Tax Bill</a>	Tax District: TS
2022 Final Millage Rate	18.8771
<b>Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new <a href="#">Tax Estimator</a> to estimate taxes under new ownership.</b>	

**Ranked Sales (What are Ranked Sales?) [See all transactions](#)**

Sale Date	Book/Page	Price	Q/U	V/I
16 Jun 2017	19670 / 1932	\$21,400	U	V
16 Nov 1999	10724 / 1110	\$19,700	Q	V
07 Dec 1992	08111 / 1820	\$13,800	Q	V
07 Jun 1988	06760 / 2113	\$16,000	Q	
Dec 1982	05446 / 0540	\$12,000	Q	

**2022 Land Information**

Seawall: No	Frontage:	View: None				
<b>Land Use</b>	<b>Land Size</b>	<b>Unit Value</b>	<b>Units</b>	<b>Total Adjustments</b>	<b>Adjusted Value</b>	<b>Method</b>
Vacant (00)	89x100	2150.00	89.0000	0.7348	\$140,604	FF

[click here to hide] **2023 Extra Features**

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
-------------	------------	-------	--------------------	-------------------	------



No Extra Features on Record

[\[click here to hide\] Permit Data](#)

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
---------------	-------------	------------	-----------------

No Permit Data Found



If you are experiencing issues with this map loading, you may need to clear your web browsing history, then close and restart your web browser.

[Interactive Map of this parcel](#)

[Map Legend](#)

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[Contact Us](#)



# Vacant Land Contract

1\* **1. Sale and Purchase ("Contract"):** Pallardy LLC  
 2\* ("Seller") and Colten Maynard  
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 4 described as:

5\* Address: Eunice Dr, Tarpon Springs, FL 34689

6\* Legal Description:  
 7 BAYSHORE HEIGHTS BLK 2, LOT 13

11\* SEC 11 /TWP /27 /RNG 15 of Pinellas County, Florida. Real Property ID No.: 11-27-15-04878-002-0130  
 12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
 13 BAYSHORE HEIGHTS BLK 2, LOT 13

14\* **2. Purchase Price:** (U.S. currency)..... \$ 40,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16\* Escrow Agent's Name: Anclote Title Services

17\* Escrow Agent's Contact Person: Tiffany Holt

18\* Escrow Agent's Address: 38868 US-19, Tarpon Springs, FL 34689

19\* Escrow Agent's Phone: 727-934-5453

20\* Escrow Agent's Email: tiffany@anclote-title.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22\*  accompanies offer

23\*  will be delivered to Escrow Agent within 3 days (3 days if left blank)

24\* after Effective Date ..... \$ 2,500.00

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

26\*  within \_\_\_\_\_ days (10 days if left blank) after Effective Date

27\*  within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ \_\_\_\_\_

28\* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ \_\_\_\_\_

29\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

31\* to be paid at closing by wire transfer or other Collected funds..... \$ 37,500.00

32\* (f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

33\* unit used to determine the purchase price is  lot  acre  square foot  other (specify): \_\_\_\_\_

34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a

35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in



36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

37\* calculation: \_\_\_\_\_

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 39\* delivered to all parties on or before 9/9/2022, this offer will be withdrawn and Buyer's deposit, if  
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
 41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**  
 42 **has signed or initialed and delivered this offer or the final counter-offer.**

43\* **4. Closing Date:** This transaction will close on or before 10/19/2022 ("Closing Date"), unless specifically  
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 1 of 8 pages.  
 VAC-14 09/07/22 1:28 PM EDT dotloop verified

53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy  
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 \* **(a)**  **Buyer** will pay cash for the Property with no financing contingency.  
57 \* **(b)**  This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)  
58 \* specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective  
59 \* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_  
60 \* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,  
61 \* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the  
62 \* Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be  
63 \* returned.

64 \* **(1)**  **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_  
65 \* or \_\_\_\_\_ % of the purchase price at **(Check one)**  a fixed rate not exceeding \_\_\_\_\_ %  an  
66 \* adjustable interest rate not exceeding \_\_\_\_\_ % at origination (a fixed rate at the prevailing interest rate  
67 \* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully  
68 \* informed of the loan application status and progress and authorizes the lender or mortgage broker to  
69 \* disclose all such information to **Seller** and Broker.

70 \* **(2)**  **Seller Financing:** **Buyer** will execute a  first  second purchase money note and mortgage to  
71 \* **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as follows:  
72 \*

73 \_\_\_\_\_  
74 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow  
75 forms generally accepted in the county where the Property is located; will provide for a late payment fee  
76 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without  
77 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
78 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to  
79 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**  
80 to obtain credit, employment, and other necessary information to determine creditworthiness for the  
81 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**  
82 will make the loan.

83 **(3)**  **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to  
84 \* \_\_\_\_\_  
85 \* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
86 \* \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
87 \*  fixed  other (describe) \_\_\_\_\_  
88 \* interest rate of \_\_\_\_\_ % which  will  will not escalate upon assumption. Any variance in the mortgage  
89 \* will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase  
90 \* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_ % or the  
91 \* assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing  
92 \* which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves  
93 \* **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.



94 \* **7. Assignability: (Check one)** **Buyer**  may assign and thereby be released from any further liability under this  
95 \* Contract,  may assign but not be released from liability under this Contract, or  may not assign this Contract.

96 \* **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
97 \* deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,  
98 \* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
99 \* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
100 \* other matters to which title will be subject) \_\_\_\_\_,  
101 \* provided there exists at closing no violation of the foregoing.

102 **(a) Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay  
103 \* for the title search, including tax and lien search (including municipal lien search) if performed, and all other  
104 \* fees charged by closing agent. **Seller** will deliver to **Buyer**, at

105 \* **(Check one)**  **Seller's**  **Buyer's** expense and  
106 \* **(Check one)**  within 15 days after Effective Date  at least \_\_\_\_\_ days before Closing Date,  
107 \* **(Check one)**

108 **(1)**  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the



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- 109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is  
 110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to  
 111 **Buyer** within 15 days after Effective Date.
- 112 \* (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
 113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy  
 114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will  
 115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy  
 116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents  
 117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,  
 118 then (1) above will be the title evidence.
- 119 \* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within \_\_\_\_\_ days (10 days if left blank) but  
 120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to  
 121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**  
 122 \* cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the  
 123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of  
 124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within  
 125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of  
 126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject  
 127 to existing defects and close the transaction without reduction in purchase price.
- 128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to  
 129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any  
 130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed  
 131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
 132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).  
 133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

134 **9. Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with  
 135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or  
 136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- 137 (a) **Inspections: (Check (1) or (2))**
- 138 \* (1)  **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank)  
 139 ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine  
 140 whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may  
 141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations  
 142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's  
 143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision  
 144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with  
 145 local, state, and regional growth management plans; availability of permits, government approvals, and  
 146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will  
 147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is  
 148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,  
 149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
 150 purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns  
 151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**  
 152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,  
 153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any  
 154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will  
 155 not engage in any activity that could result in a construction lien being filed against the Property without  
 156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair  
 157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in  
 158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a  
 159 result of the Inspections.

160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**  
 161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
 162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"  
 163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to  
 164 **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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- 165 \* (2)  **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
  - 166 including being satisfied that either public sewerage and water are available to the Property or the
  - 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
  - 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
  - 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
  - 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
  - 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
  - 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
  - 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
  - 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
  - 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
  - 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
  - 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
  - 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
  - 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
  - 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
  - 184 with the shore line of the Property being purchased.
- 185 \*  Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title  
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to  
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to  
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the  
 191 costs indicated below.

192 (a) **Seller Costs:**

- 193 Taxes on deed
- 194 Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196 Estoppel Fee(s)
- 197 \* Other: \_\_\_\_\_



198 (b) **Buyer Costs:**

- 199 Taxes and recording fees on notes and mortgages
- 200 Recording fees on the deed and financing statements
- 201 Loan expenses
- 202 Title evidence (if applicable under Paragraph 8)
- 203 Lender's title policy at the simultaneous issue rate
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207 \* Other: \_\_\_\_\_

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and  
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,  
 211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will  
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the  
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not  
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in  
 216 \* installments,  Seller  Buyer (Buyer if left blank) will pay installments due after closing. If Seller is  
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a  
 218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**  
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by  
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at  
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with  
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate  
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that  
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be  
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph  
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)  
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in  
239 this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may  
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,  
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive  
245 all payments made by the governmental authority or insurance company, if any.



246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to  
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or  
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,  
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably  
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable  
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period  
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event  
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and  
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by  
257 this Contract, regarding any contingency will render that contingency null and void, and this Contract will  
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by  
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if  
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.  
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless  
263 incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or  
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications  
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.  
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any  
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully  
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This  
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or  
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive  
274 closing or termination of this Contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**  
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be  
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,  
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the  
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,  
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**  
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in  
284 equity to enforce **Seller's** rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to  
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively  
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing  
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person  
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this  
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees  
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed  
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.



297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations  
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this  
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations  
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**  
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**  
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and  
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,  
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform  
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,  
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure  
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,  
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related  
311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of  
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or  
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any  
314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.  
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be  
316 treated as a party to this Contract. This Paragraph will survive closing.

317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**  
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage  
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the  
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be  
326 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327\* Tommy Koulouris SL3451140  
328 **Seller's** Sales Associate/License No.

Jada Maynard SL3296460  
**Buyer's** Sales Associate/License No.

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329\* t.koulouris@tbabrokerage.com  
 330 **Seller's Sales Associate Email Address**  
 331 813-476-5693  
 332\* **Seller's Sales Associate Phone Number**  
 333 Tarapani Banther & Associates, LLC.  
 334 **Listing Brokerage**  
 335\* 600 E Tarpon Ave, Tarpon Springs, FL 34689  
 336 **Listing Brokerage Address**

j.maynard@tbabrokerage.com  
**Buyer's Sales Associate Email Address**  
813-610-5862  
**Buyer's Sales Associate Phone Number**  
Tarapani Banther & Associates, LLC.  
**Buyer's Brokerage**  
600 E Tarpon Ave, Tarpon Springs, FL 34689  
**Buyer's Brokerage Address**

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract  
 341 **(Check if applicable):**  
 342\*  A. Back-up Contract  
 343\*  B. Kick Out Clause  
 344\*  C. Other \_\_\_\_\_

345\* **23. Additional Terms:**  
 346 **Seller and Buyer mutually agree that this contract is contingent on Seller coming to a final**  
 347 **agreement with the City of Tarpon to settle any and all liens and fees on the above mentioned**  
 348 **property. Upon final legal agreement, Title will then deduct the amount due from Sellers**  
 349 **proceeds and remit full payment to the City on behalf of the Seller in order to give Buyers**  
 350 **free and clear title. In the event Seller is unable to come to an agreement with the City to**  
 351 **settle all liens and fines, this contract can be cancelled by Buyers and Buyers will receive**  
 352 **their full escrow deposit back in full with no penalty.**

361 **COUNTER-OFFER/REJECTION**

362\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 363 deliver a copy of the acceptance to Seller).  
 364\*  Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**  
 366 **signing.**



367\* **Buyer:** *Colten Maynard* dotloop verified 09/07/22 1:28 PM EDT USMA-417E-UAQX-T4VC Date: 09/07/2022  
 368\* Print name: Colten Maynard

369\* **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_  
 370\* Print name: \_\_\_\_\_

371 **Buyer's address for purpose of notice:**  
 372\* Address: 413 Crosswinds Drive Palm Harbor, FL 34683  
 373\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

374\* **Seller:** *Pallardy LLC* dotloop verified 09/07/22 5:18 PM EDT 0DHU-JCSR-W081-D9XM Date: \_\_\_\_\_  
 375\* Print name: Pallardy LLC

376\*\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
 377\* Print name: \_\_\_\_\_

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
378 **Seller's** address for purpose of notice:

379\* Address: \_\_\_\_\_

380\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

381\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
382 **final offer or counter-offer.)**

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# Vacant Land Disclosure Statement

NAME: Pallardy LLC

DATE SELLER PURCHASED PROPERTY: June 16, 2017

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: Eunice Dr, Tarpon Springs, 34689

LEGAL DESCRIPTION: BAYSHORE HEIGHTS BLK 2, LOT 13

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

### 1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit charges or unpaid assessments affecting the property? NO  YES  If yes, explain: \_\_\_\_\_

b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NO  YES  If yes, explain: \_\_\_\_\_

c. Are you aware of any eminent domain proceedings involving the property? NO  YES  If yes, explain: \_\_\_\_\_

### 2. USE RESTRICTIONS

Are You Aware:

a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO  YES

b. of any resale restrictions? NO  YES

c. of any restrictions on leasing the property? NO  YES

d. of any right of first refusal to purchase the property? NO  YES

e. If any answer to questions 2a-2d is yes, please explain: \_\_\_\_\_

### 3. SURVEY

a. Has the land been surveyed? NO  YES  If yes, which person or company performed the survey: \_\_\_\_\_

b. Has this land been platted? NO  YES  If yes, has a certificate of survey been completed? NO  YES

c. Are you aware of any encroachments or boundary line disputes? NO  YES

d. Are you aware of any easements other than utility/drainage easements? NO  YES

e. Are you aware if the property is in an earthquake zone? NO  YES

f. Are you aware if the property contains wetlands area? NO  YES

Seller (\_\_\_\_) (\_\_\_\_) and Buyer (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

4. ENVIRONMENT

Are You Aware:

a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO  YES  If yes, explain: \_\_\_\_\_

b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO  YES  If yes, explain: \_\_\_\_\_

c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO  YES  If yes, explain: \_\_\_\_\_

d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO  YES

e. of any electromagnetic fields located on the property? NO  YES

f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO  YES

If any answer to questions 4a-4f is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. FLOOD

Are You Aware:

a. if the property is designated in a 100 year flood plain? NO  YES

b. if the property has been flooded? NO  YES

c. if there has been drainage problems affecting the property or adjacent properties? NO  YES

If any answer to questions 5a-5c is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. CONDITION OF THE PROPERTY

a. Have any soil tests been performed? NO  YES

b. Are you aware of any fill or uncompacted soils? NO  YES

c. Are you aware of any settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO  YES

d. Are you aware of any dead or diseased trees on the property? NO  YES

If any answer to questions 6a-6d is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller (\_\_\_\_) (\_\_\_\_) and Buyer (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.



7. UTILITIES

- a. What type of irrigation does the property have? \_\_\_\_\_  
\_\_\_\_\_
- b. Have percolation tests been performed? NO  YES  yes, when and by which person or company: \_\_\_\_\_  
\_\_\_\_\_
- c. Does the property have connection to the following: public water? NO  YES  public sewer? NO  YES   
private water system off the property? NO  YES  water well? NO  YES  septic tank? NO  YES   
electric utility? NO  YES  natural gas service? NO  YES
- d. Does the boundary of the property have connection to the following: public water system access? NO  YES   
private water system access? NO  YES  electric service access? NO  YES  natural gas access? NO  YES   
telephone system access? NO  YES
- e. Have any utility charges been paid? NO  YES  If yes, which charges were paid?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO  YES

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: \_\_\_\_\_ / Pallardy LLC Date: \_\_\_\_\_  
(signature) (print)

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: \_\_\_\_\_ / Colten Maynard Date: \_\_\_\_\_  
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

Seller (\_\_\_\_) (\_\_\_\_) and Buyer (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.



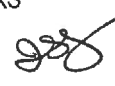

# City of Tarpon Springs, Florida

Office of the City Clerk & Collector

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

**MEMORANDUM**

**BOC MEETING: NOV. 8, 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) – Heritage Preservation Board**

**Background:** There is currently a vacancy due to the resignation of Patricia Cornell.

*The Board must choose either option 1 or 2:*

**BOARD ACTION:** 1) TO MOVE THE CURRENT ALTERNATE, RITA KAPLAN TO REGULAR MEMBER, THIS TERM WILL EXPIRE MAY 31, 2026; AND APPOINT \_\_\_\_\_\*, TO FILL THE ALTERNATE VACANT POSITION, THIS TERM WOULD EXPIRE MAY 31, 2026.


OR

2) APPOINT \_\_\_\_\_\*, REGULAR MEMBER, TO FILL THE VACATED SEAT OF PATRICIA CORNELL. THIS TERM EXPIRES MAY 31, 2026.  
*(This option leaves the Current Alternate Member as is)*

**\*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
10/18/22	Jean Dinoff	Heritage Preservation				9th Citizens Academy
5/18/21	Jennifer Bracey	Sustainability	Parks and Recreation	Heritage Preservation		



 This application also submitted for Sustainability.

HERITAGE PRESERVATION BOARD: 4 Year Term

1

NAME	TERM	TERM DATE	CONTACT INFORMATION
<b>William Sprecher</b>	2	5/31/2025	405 W. Lemon Street
<i>(filled unexpired term C.Page)</i>		5/31/2021	H: 904-982-1191
			<a href="mailto:sprech7@gmail.com">sprech7@gmail.com</a>
<b>Patrcia Cornell</b>	1	5/31/2022	319 W. Lemon Street
<i>(filled unexpired term of D. Bolten)</i>			H: 352-815-0173
<b>RESIGNED</b>			<a href="mailto:moppers123@aol.com">moppers123@aol.com</a>
<b>Kathleen Hallett</b>	1	5/31/2023	305 Bay Street
			H: 727-580-6320
			<a href="mailto:Kathie.hallett@gmail.com">Kathie.hallett@gmail.com</a>
<b>Michelle Ryan</b>	2	5/31/2025	36 N. Spring Blvd.
<i>(filled unexpired term of C. Johnson)</i>	1-Partial	5/31/2021	C: 469-733-85634
<i>Alternate 11/15/19-2/25/2020</i>			<a href="mailto:mryan@satexas.com">mryan@satexas.com</a>
<b>Philip Mrozinski</b>	2	5/31/2026	227 Bath Street
<i>Alternate 02/25/2020 - 04/26/2021</i>			C: 608-341-7953
			<a href="mailto:pjmrozinski@mac.com">pjmrozinski@mac.com</a>
<b>Rita Kaplan</b>	Alternate		725 Bayside Drive
			H: 727-207-7708
			<a href="mailto:ritakap47@gmail.com">ritakap47@gmail.com</a>

Updated: 05/03/2022



# Application for Service on a City Committee or Board

Citizens Academy Graduate: 10-12-22  
#9

NAME: JEAN DINOFF

ADDRESS: 525 W SPRUCE ST TARPON SPRINGS

HOME PHONE: 2487551504 BUSINESS/CELL PHONE: \_\_\_\_\_

DATE OF BIRTH: 9-26 EMAIL ADDRESS: JEANDINOFF@YAHOO.COM

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 10 YRS

**LIST PERSONAL REFERENCES:**

**TELEPHONE NUMBERS:**

- |   |                         |                     |
|---|-------------------------|---------------------|
| 1 | <u>JOAN JENNINGS</u>    | <u>914-557-1513</u> |
| 2 | <u>DOLLY VATIKIOTIS</u> | <u>727-647-7627</u> |

*(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: HERITAGE PRESERVATION INTEREST LEVEL: HIGH  
AS A LOYALTS RESIDENT, I FIND THAT I AM ESPECIALLY INTERESTED IN PRESERVING OUR

2 BOARD: \_\_\_\_\_ INTEREST LEVEL: \_\_\_\_\_  
UNIQUE CITY CHARM AND HISTORY.

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.

THROUGHOUT MY CAREER, I WAS RESPONSIBLE FOR PROJECT MANAGEMENT. I INCORPORATED BUSINESS PROCESSES AS NEW COMPANIES WERE ACQUIRED.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

AS A RECENT GRADUATE OF THE CA AS WELL AS MY LEADERSHIP BACKGROUND DURING MY CAREER, I UNDERSTAND COMMITTEE WORK.

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

AS A LEADER/PROJECT MANAGER FOR THE DETROIT AUTO COMPANIES, I HAVE A GREAT DEAL OF EXPERIENCE ARTICULATING COMPLEX IDEAS.

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:

NA

SIGNATURE:

*Jim Smith*

DATE:

10-18-2022

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

or

Physical Address:

410 N. Ring Avenue

or

E-Mail Address:

[cityclerk1@ctsfl.us](mailto:cityclerk1@ctsfl.us)

Tarpon Springs, FL 34888-5004



copy



# Application for Service on a City Committee or Board

Citizens Academy Graduate: \_\_\_\_\_

NAME: Jennifer Bracey

ADDRESS: 111 Athenian Way, Tarpon Springs, FL 34689

HOME PHONE: 727 819 7460 BUSINESS/CELL PHONE: 727 819 7460

DATE OF BIRTH: 11/26/1967 EMAIL ADDRESS: jenbracey@yahoo.com

DRIVERS LICENSE: **Please attach a copy of your Drivers License with this application**  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 4 years

LIST PERSONAL REFERENCES:	TELEPHONE NUMBERS:
<u>1 Townsend Tarapani</u>	<u>(727)365-7571</u>
<u>2 Deana Le Fevre</u>	<u>(832)627-4897</u>

*(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:** Sustainability **INTEREST LEVEL:** High  
 I have a background in setting and implementing sustainability strategy for a large corporation, including setting, implementing and reporting green house gas reductions. I'm connected with State Climate Policy Network which meets monthly.

**2 BOARD:** Parks and Recreation **INTEREST LEVEL:** High  
 As a volunteer at Honeymoon Island State Park, I have a background in park infrastructure, special events and hospitality. I am interested in working with Tarpon Springs to provide top tier parks and recreation for our community.

**3 BOARD:** Heritage **INTEREST LEVEL:** High  
 I have a strong interest in preserving historic buildings and artifacts. As a member of Daughters of the American Revolution I am committed to preserving historical artifacts and communicating the importance of historical artifacts for future generations.

*(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:

*I will be away for some overseas business travel but can attend most meetings.*

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

As Operations and Health Environment and Safety Manager for Marathon Oil for 28 years, I have a background in implementing operational, budgetary and sustainability programs. I work well with people from all backgrounds in a respectful and professional manner, and excel in driving consensus across organizations.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

Within a corporate setting I worked on Political Action Committee, Sustainability Committee, and Due Dilligence teams among many other teams and committees. I strive to develop constructive solutions and to gain buy-in from all parties.

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

I have represented my former employer in public meetings regarding land use and environmental issues (one for example was dismantling a laboratory in a residential area); implemented training programs for employees that required breaking down complex issues into smaller tasks; and presented papers at conferences on technical topics.

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:

*James Bray*

DATE:

*May 18, 2021*

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

or Physical Address:  
410 N. Ring Avenue

or E-Mail Address:  
[cityclerk1@ctsfl.us](mailto:cityclerk1@ctsfl.us)



# City of Tarpon Springs, Florida

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

**MEMORANDUM**

**BOC Meeting: NOV. 8, 2022**

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

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

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

SUBJECT: APPOINTMENT(S) – Planning and Zoning Board

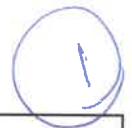
Background: This office was notified that George Andriotis, Alternate Member has resigned. Additionally, the terms for Ms. Melissa Vigil and Mr. Justin Vessey have expired and both have expressed an interest in being reappointed.

**Board Action:** REAPPOINT MELISSA VIGIL AND JUSTIN VESSEY TO ANOTHER TERM. THIS TERM WILL EXPIRE OCTOBER 1, 2025; AND APPOINT \_\_\_\_\_\*, TO FILL THE UNEXPIRED TERM OF THE ALTERNATE MEMBER SEAT. THIS TERM WILL EXPIRE OCTOBER 1, 2023.

**\*Please make your selection from the list below.**

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY Attendee
8/4/22	Dawn Arbetello	Planning and Zoning	Public Art Committee	Parks and Recreation		
9/12/22	Derla R. Gross	Planning and Zoning	Code Enforcement			
10/5/22	Robert Rockelein	Planning and Zoning	Board of Adjustments	Code Enforcement		
9/13/22	Timothy D. Grossman	Board of Adjustment	Planning and Zoning	Parks and Recreation		

## PLANNING AND ZONING BOARD MEMBERS



NAME	TERM	TERM DATE	CONTACT INFORMATION
<b>Merlin Seamon</b>	3	10/01/2020-10/1/2023	1161 Marina Drive, TS
	2	10/1/2017-10/1/2020	C-727-243-1493
	1-Full	10/1/2014-10/1/2017	<a href="mailto:merle@shoredev.com">merle@shoredev.com</a>
<b>N. Mike Kouskoutis</b>	2	10/01/2020 - 10/1/2023	Office: 623 E. Tarpon Ave
<i>Filled unexpired term of David Coyner*</i>	1-Partial*	10/01/2017-10/01/2020	H: 727-945-8811
			O: 727-942-3631
			<a href="mailto:nmk@nmklaw.com">nmk@nmklaw.com</a>
<b>Justin Vessey</b>	2	10/01/2019-10/01/2022	467 Briland Street
<i>*filled unexpired term of A. Parker</i>	1-Partial	10/1/2016 - 10/01/19	H: 727-600-2306
			<a href="mailto:justinvessey07@gmail.com">justinvessey07@gmail.com</a>
<b>Melissa Vigil</b>	2	10/1/2019 - 10/01/2022	
<i>*Filled unexpired term of K. McUmber</i>	1-Partial	10/1/2017 - 10/01/2019	C: 727-831-7412
	Alternate		<a href="mailto:mitzarvigil@gmail.com">mitzarvigil@gmail.com</a>
<b>John M. Koulianos</b>	1	10/1/2020 - 10/1/2023	1020 Peninsula Ave
	Alternate	08/11/2020 - 10/1/2020	C: 727-422-5022
			<a href="mailto:johnkoulianos@gmail.com">johnkoulianos@gmail.com</a>
<b>Nick Zembillas</b>	1-Partial*	10/1/2020 - 10/1/2023	485 Riverside Drive
<i>*filled unexpired term of R. Morgan</i>			C: 727-423-1980
			<a href="mailto:nmzembillas@gmail.com">nmzembillas@gmail.com</a>
<b>Georganna E. Frantzis</b>	1-Partial*	10/1/2020 - 10/1/2023	15 Athens Street
<i>*Filled unexpired term of J. Stavropoulos</i>			C: 727-946-0260
			<a href="mailto:frantzisg@gmail.com">frantzisg@gmail.com</a>
<b>George Andriotis</b>	Alternate	10/1/2020 - 10/1/2023	115 S. Spring Blvd.
			H: 727-937-1400
			<a href="mailto:george@gcalawfirm.com">george@gcalawfirm.com</a>

Updated - 08/30/2022

## Michele Manousos

---

**From:** Patricia McNeese  
**Sent:** Saturday, September 03, 2022 10:17 AM  
**To:** George Andriotis  
**Cc:** Renea Vincent; Allie Keen; Nancy Meyer Esq.; Caroline Lanford; Michele Manousos; Irene Jacobs; Kim Yothers  
**Subject:** Re: Planning and Zoning Board Orientation Package

Good morning George, I understand. Thanks for letting us know and for your service. With the many projects you have going on I am sure we will be seeing you. Let us know if you need assistance with anything! -Pat

Sent from my iPhone

On Sep 3, 2022, at 4:46 AM, George Andriotis <george@gcalawfirm.com> wrote:

**External Email-** Use caution with links and attachments

Good morning Mrs. McNeese,

I would like to thank you the opportunity to serve on the Planning & Zoning Board and for the opportunity to serve our City to the best of my ability. That said, I feel the need to resign from my Alternate position.

Again, thank you for the opportunity.

Sincerely,

George Costas Andriotis, Esq.  
Andriotis Law Firm, P.A.

Sent from my iPhone

On Sep 2, 2022, at 2:43 PM, Patricia McNeese <pmcneese@ctsfl.us> wrote:

Good afternoon Planning and Zoning Board members,

I should have mentioned that the PDF package at the link below is **bookmarked**. This allows you to view the contents easily and click to the content you want to view directly in the document. Let us know if you need assistance using bookmarks in Adobe Acrobat.




Have a great holiday weekend! Thanks. -Pat

Patricia L. McNeese, AICP  
Principal Planner  
City of Tarpon Springs  
324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, FL 34688-5004  
727-938-3711, ext. 2255  
[pmcneese@ctsfl.us](mailto:pmcneese@ctsfl.us)

**From:** Patricia McNeese  
**Sent:** Friday, September 2, 2022 2:18 PM  
**To:** Patricia McNeese <[pmcneese@ctsfl.us](mailto:pmcneese@ctsfl.us)>  
**Cc:** Nancy S. Meyer, Esq. <[nancy@cityattorneys.legal](mailto:nancy@cityattorneys.legal)>; Kim Yothers <[kyothers@ctsfl.us](mailto:kyothers@ctsfl.us)>; Renea Vincent <[rvincent@ctsfl.us](mailto:rvincent@ctsfl.us)>; Allie Keen <[AKeen@ctsfl.us](mailto:AKeen@ctsfl.us)>; Caroline Lanford <[clanford@ctsfl.us](mailto:clanford@ctsfl.us)>  
**Subject:** Planning and Zoning Board Orientation Package

Good afternoon Planning and Zoning Board members,

We continue to provide orientation for new Planning and Zoning Board members. I have updated the orientation package. Here is a link to that full package:  [Combined P&Z Board Orientation Package August 2022.pdf](#)

I added a few items that might be useful to you as references:

1. Memo from the City Attorney to the Board regarding the workshop held in May 2022,
2. Meeting procedural script that Mayor Vatikiotis uses for Board of Commissioner meetings,
3. City Attorney opinion on remote meeting participation by Board members.

Thank you! -Pat

Patricia L. McNeese, AICP  
Principal Planner  
City of Tarpon Springs  
324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, FL 34688-5004  
727-938-3711, ext. 2255  
[pmcneese@ctsfl.us](mailto:pmcneese@ctsfl.us)

AUG - 4 2022

City Clerk's Office  
City of Tarpon Springs



# Application for Service on a City Committee or Board

Citizens Academy Graduate: \_\_\_\_\_

NAME: Dawn Arbetello

ADDRESS: 1366 Cottage Grove Road, Tarpon Springs FL 34689

HOME PHONE: 727-798-0069 BUSINESS/CELL PHONE: \_\_\_\_\_

DATE OF BIRTH: 04/09/1968 EMAIL ADDRESS: arbcreative@yahoo.com

DRIVERS LICENSE: **Please attach a copy of your Drivers License with this application**  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 11 years

LIST PERSONAL REFERENCES:	TELEPHONE NUMBERS:
<u>1 Vincent Arbetello</u>	<u>727-798-0069</u>
<u>2 Wayne Shelor</u>	<u>727-224-0088</u>

*(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:** Planning and Zoning Board **INTEREST LEVEL:** 10/10  
I love Tarpon Springs and am very excited about all the planning projects happening around the city. I believe appropriate and innovative planning and zoning decision will shape the city for resident today, and for years to come. I would love to be part of keeping this the best city in Florida.

**2 BOARD:** Public Art Committee **INTEREST LEVEL:** 9/10  
As a graphic designer for more than 30 years, public art is near and dear to my heart. I enjoy the art we currently have, and would like to be involved in implementing more beautiful art installations for our community to enjoy.

**3 BOARD:** Parks & Recreation **INTEREST LEVEL:** 8/10  
I enjoy the parks of Tarpon Springs on a regular basis, and would be happy to volunteer my time to ensure that they are vital parts of our community now and in the future.

(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.

Graphic designer for more than 30 years, Love living in Tarpon Springs

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I have served on several internal committees at places where I've worked over the years including the Go Green Team at Bristol Myers Squibb and the Survey Task Team at ISPE.

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

I don't have much experience speaking publicly, but am eager to learn and grow in this area.

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:

*Dawn Arbetello*

DATE:

08/03/2022

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 34888-5004  
or Physical Address: 410 N. Ring Avenue  
or E-Mail Address: [cityclerk1@ctsf.us](mailto:cityclerk1@ctsf.us)



Received

SEP 12 2022

# Application for Service on a City Committee or Board

City Clerk's Office  
City of Tarpon Springs

Citizens Academy Graduate: \_\_\_\_\_

**NAME:** Derla R (Gross) Early

**ADDRESS:** 121 Colony South Drive, Tarpon Springs 34689

**HOME PHONE:** 219-743-6685 **BUSINESS/CELL PHONE:** \_\_\_\_\_

**DATE OF BIRTH:** 02-07-1956 **EMAIL ADDRESS:** derla56@gmail.com

**DRIVERS LICENSE:** Please attach a copy of your Drivers License with this application  
(City Clerk's Office will retain copy only)

**ARE YOU A CITY RESIDENT?** YES:  NO:

**HOW LONG HAVE YOU BEEN A CITY RESIDENT?** 4yrs

**LIST PERSONAL REFERENCES:**

**TELEPHONE NUMBERS:**

- |          |                         |                     |
|----------|-------------------------|---------------------|
| <u>1</u> | <u>Phyllis Connelly</u> | <u>727-667-4857</u> |
| <u>2</u> | <u>Shari Sattinger</u>  | <u>727-251-4796</u> |

*(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:** Zoning/Planning **INTEREST LEVEL:** High

**2 BOARD:** Code Enforcement **INTEREST LEVEL:** Med

**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.

BS: Public & Environmental Affairs/Criminal Justice

JD: Retired Criminal Defense Attorney

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

Throughout my legal career I often worked within group structures. This would have occurred both in my experience as a felony prosecutor and as a felony public defender.

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

See above

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:



DATE:

9/12/22

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

OR

Physical Address:  
410 N. Ring Avenue

OR

E-Mail Address:

[cityclerk1@cisfl.us](mailto:cityclerk1@cisfl.us)

Tarpon Springs, FL 34688-5004



Received

OCT - 5 2022

City Clerk's Office  
City of Tarpon Springs



# Application for Service on a City Committee or Board

Citizens Academy Graduate: \_\_\_\_\_  
Pending next class

**NAME:** Robert Rockelein

**ADDRESS:** 755 N. Lake Blvd. Tarpon Springs, Fl. 34689

**HOME PHONE:** 727- 940-2626      **BUSINESS/CELL PHONE:** 917-520-6605

**DATE OF BIRTH:** 07/15/1959      **EMAIL ADDRESS:** RobertRockelein@gmail.com

**DRIVERS LICENSE:** Please attach a copy of your Drivers License with this application  
(City Clerk's Office will retain copy only)

**ARE YOU A CITY RESIDENT?**    YES:     NO:

**HOW LONG HAVE YOU BEEN A CITY RESIDENT?** 19 months

**LIST PERSONAL REFERENCES:**      **TELEPHONE NUMBERS:**

1 June Margolin      C 631-495-1331 H 631-423-8928

2 Laura Schultz      H 516-921-7052

*(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:** Planning & Zoning      **INTEREST LEVEL:** \_\_\_\_\_

Extensive history of unbiased involvement and awareness in new or amended development, and zoning designations and their designed purpose and potential impact of changes on both affected neighboring areas, and the community at large, with public safety and environmental factors taking priority, and giving aggregate consideration of economic benefits and other potential implications involved in specific applications, and their location.

**2 BOARD:** Adjustments      **INTEREST LEVEL:** \_\_\_\_\_

Experience and high level of understanding the factors in potential impact of allowing variances to existing codified regulations for mass, volume, location, and use on adjacent public and private properties, Ability to determine customary and reasonable requests based on individual conditions, hardships, and circumstances.

**3 BOARD:** Code Enforcement      **INTEREST LEVEL:** \_\_\_\_\_

Decades of on-site, in the field observations, and appraisal of physical conditions. Education in evidence collection, documentation, court proceedings, and other legal aspects of Code Enforcement. Prior national certification as Property Maintenance and Housing Inspector (ICC)

(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.

Please see attached expanded details

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

Service on several Boards and Committees both on a governmental side and a civic side, both as a chairperson and a member over the last 30 + years (details available upon request)

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


Numerous presentations in public and private forums. in a non-caustic, constructive, and contributive manor. Hundreds of public comments to State, County, City, Town and Village boards and officials

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:



DATE:

10/5/22

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

or

Physical Address:  
410 N. Ring Avenue

or

E-Mail Address:  
cityclerk1@ctsf1.us

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

A.S. Hunter College – 1980

City of New Your Police Academy – 1883

Retired Law Enforcement Professional (1883-2003) with extensive Community Affairs and Public Safety training and experience.

Retired Municipal Building and Zoning Official (2004-2022) with State Certification in the Uniform Fire Prevention and Building Code. Code Compliance Official for commercial and residential properties, buildings, and dwellings when involving new construction, additions, alterations, repairs, and change in use. Site plan review, comment, and approval for proposals while assessing their integration and affect with existing surrounding conditions and uses.

Extensive experience in civic involvement from both the community stakeholder, and governmental jurisdiction sides. Helping to build awareness, transparency, involvement, and consensus on issues of development and revitalization, with assessments for potential benefits, as well as potential impacts and effects on existing neighboring areas, environmental concerns, infrastructure, municipal services, traffic safety, and public safety factors.

Long history of forging constructive and cooperative relationships with elected officials, property owners, and potential developers.

SEP 13 2022

City Clerk's Office  
City of Tarpon Springs



# Application for Service on a City Committee or Board

Citizens Academy Graduate: \_\_\_\_\_

NAME: Timothy D. Grossman

ADDRESS: 772 W. Bayshore Dr., Tarpon Springs, FL 34689

HOME PHONE: \_\_\_\_\_ BUSINESS/CELL PHONE: 609-744-2830

DATE OF BIRTH: June 12, 1958 EMAIL ADDRESS: tdg1515@aol.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application  
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 4 yrs as of this November

**LIST PERSONAL REFERENCES:**

**TELEPHONE NUMBERS:**

- |          |                      |                     |
|----------|----------------------|---------------------|
| <u>1</u> | <u>Brian Haubert</u> | <u>513-304-4212</u> |
| <u>2</u> | <u>Larry Bean</u>    | <u>727-420-9698</u> |

(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:** Board of Adjustment **INTEREST LEVEL:** High  
I am used to dealing with technical multi faceted complex issues. I have a good ability to simplify complexities and am able to articulate those simplifications to others.

**2 BOARD:** Planning and Zoning **INTEREST LEVEL:** High  
I have been a real estate agent for many years. Previously sold land to developers for construction development as well as agriculture.

**3 BOARD:** Parks and Recreation **INTEREST LEVEL:** High  
I am a outdoorsman, own a boat and use many of the city facilities. . I have used the City boat ramps, parks, bike paths, playgrounds, etc... (ie: I have local grandchildren.)

(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 am currently an active independent insurance agent.

I have been in this business for over 40 years. I hold the CIC certification and I am an

approved Expert Witness for insurance matters. I am a small business owner as I own the agency I work at. I am also a licensed real estate broker.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I have been President of two county chapters of the Independent Insurance Agents of America. I held 4 annual positions before being elected President.

I was chairman of several committees and a member of numerous other committees. I also held various committee positions in the Chamber of Commerce for a large northern township.

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

I have testified on complex insurance matters under oath in official depositions and actual courtroom testimony.

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:



DATE:

9-9-2022

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

or

Physical Address:

410 N. Ring Avenue

or

E-Mail Address:

cityclerk1@ctsf.us





# City of Tarpon Springs, Florida

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: NOV. 8, 2022**

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS  
 THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR *[Signature]*  
 FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR *[Signature]*  
 SUBJECT: APPOINTMENTS – **Public Art Committee**

**BACKGROUND:** This office has been notified of the resignation of Lucyanne Robinson. Additionally, the terms of Mr. Graham Jones and Mr. William Meals have expired. Mr. Jones has expressed an interest in serving another term; however, Mr. Meals is not seeking another term.

*The Board must vote on option 1 and 2.*

- BOARD ACTION:**
1. REAPPOINT GRAHAM JONES TO ANOTHER THREE YEAR TERM, THIS TERM WILL EXPIRE OCTOBER 31, 2025; AND
  2. APPOINT           A, B or C\*           TO FILL THE EXPIRED TERM OF LUCYANNE ROBINSON. THIS TERM WIL EXPIRE OCTOBER 31, 2025; AND APPOINT           A, B or C\*           TO FILL THE EXPIRED TERM OF WILLIAM MEALS. THIS TERM WILL EXPIRE OCTOBER 31, 2025.
    - a) Move Eleni (Beeba) Christopoulos, Alternate #1 to fill this vacancy \*; or
    - b) Move Nicholas Toth, Alternate #2 to fill this vacancy\*
    - c) Select from the list below\*\*

*If either A or B are selected, the Board would need to fill the Alternate(s) vacancy.*

**\*\*Please select from the list below of the individuals who have expressed an interest on this Committee:**

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY Attendee
3/23/20	Sherry Orr	Public Art	Heritage Preservation	Parks and Recreation		
9/20/22	Angela Settens	Public Art	Parks and Recreation	Library Board		
10/26/22	Julie (Jules) Eickmeier	Public Art				
8/4/22	Dawn Arbeello	Planning and Zoning	Public Art Committee	Parks and Recreation		

## Michele Manousos

---

**From:** Diane Wood  
**Sent:** Monday, September 19, 2022 12:36 PM  
**To:** Irene Jacobs  
**Cc:** Michele Manousos; Joan Jennings  
**Subject:** Public Art Committee Roster - upcoming vacancy

Hello,

I received an email today from William Meals regarding his term expiration at the end of the month in October. He will not be seeking a reappointment, but he will attend the October meeting on Wednesday, Oct. 12 to complete his term. Therefore, we will have a vacancy starting in November.

Thanks,  
Diane

*Diane Wood*

Director, Cultural & Civic Services Department  
City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, FL 34688  
[dwood@ctsfl.us](mailto:dwood@ctsfl.us) | 727.942.5605 or Ext. 3002  
[www.TarponArts.org](http://www.TarponArts.org) | [www.ExploreTarponSprings.com](http://www.ExploreTarponSprings.com)

*PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.*

## Michele Manousos

---

**From:** Irene Jacobs  
**Sent:** Friday, September 23, 2022 10:15 AM  
**To:** LucyAnne Robinson  
**Cc:** Michele Manousos  
**Subject:** RE: Term Ending on Public Art Committee

Dear Ms. Robinson

I am in receipt of your email. Thank you for your service. I will let them know.

Irene

**From:** Lucyanne Robinson <lucyanne.robinson@gmail.com>  
**Sent:** Friday, September 23, 2022 9:17 AM  
**To:** Irene Jacobs <ijacobs@ctsfl.us>  
**Subject:** Term Ending on Public Art Committee

**External Email-** Use caution with links and attachments

Dear Ms. Jacobs,

As my term draws to a close on the PAC I realize that the weight of personal and family business prevents me from applying for a second term.

Best regards,  
Lucyanne Robinson

1

**Public Art Committee**  
**Est. Ordinance 2007-23**

Name	Term	Expiration	
<b>JOAN JENNINGS</b>	2	10/31/2023	2204 Pine Drive
	1	10/31/2020	H: 727-940-7398
			C: 914-557-1513
			<a href="mailto:JOANJENN@GMAIL.COM">JOANJENN@GMAIL.COM</a>
<b>GRAHAM JONES</b> ✓	1-Partial*	10/31/2022	2056 N. Pointe Alexis Dr.
<i>*filled unexpired term of P. Gregory</i>			727-744-4532
			<a href="mailto:graham.jones@gmail.com">graham.jones@gmail.com</a>
<b>WILLIAM MEALS</b> ✓	1	10/31/2022	1586 River Court
			H: 717-487-5146
			<a href="mailto:wmeals@gmail.com">wmeals@gmail.com</a>
<b>LUCYANNE ROBINSON</b> ✓ <b>RESIGNED</b>	1	10/31/2022	948 Bayshore Drive
			C: 727-946-0483
			<a href="mailto:lucyanne.robinson@gmail.com">lucyanne.robinson@gmail.com</a>
<b>ROBERT STACKHOUSE</b>	1	10/31/2023	735 Chesapeake Dr.
<i>filled unexpired term of D. Salo</i>			727-244-7365
			<a href="mailto:stackhousemickett@gmail.com">stackhousemickett@gmail.com</a>
<b>ELENI (BEEBA) CHRISTOPOULOS</b>	Att.#1	10/31/2023	1402 Forde Avenue
<i>filled R. Stackhouse vacancy</i>			727-560-0612
			<a href="mailto:beebe@mac.com">beebe@mac.com</a>
<b>NICHOLAS TOTH</b>	Att #2	10/31/2024	44 W. Center Street
<i>filled D. Hennessey vacancy</i>			727-858-0515
			<a href="mailto:ntoth44@aol.com">ntoth44@aol.com</a>

Updated: 07/19/2022



# Application for Service on a City Committee or Board

Received

City Clerk's Office  
C. C. \_\_\_\_\_  
Citizens Academy Graduate \_\_\_\_\_

NAME: Sherry Orr

ADDRESS: 109 Colony S

HOME PHONE: 727-939-1055 BUSINESS/CELL PHONE: 813-310-9045

DATE OF BIRTH: 10-5-43 EMAIL ADDRESS: orr@c.verizon.net

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 21 yrs.

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- |                           |                 |
|---------------------------|-----------------|
| 1 <u>Diane Wood</u>       | <u>359-3447</u> |
| 2 <u>Shenri Patterson</u> | <u>934-5926</u> |
| <u>Dolly Vatikias</u>     | <u>247-7627</u> |

*(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: Public Art Committee INTEREST LEVEL: \_\_\_\_\_  
I believe art is a very important part of the culture of Tarpon Springs.

2 BOARD: Heritage Preservation Board INTEREST LEVEL: \_\_\_\_\_

3 BOARD: Parks and Recreation Advisory Board INTEREST LEVEL: \_\_\_\_\_

Do Not Submit →

*(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:  I would miss June - September

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

I have been an educator for 44 years working as a teacher and administrator. With a background in the arts, I feel qualified to support decisions in the arts.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE: As an administrator, I used committees to develop ideas, create positive changes, and support changes.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM: I have presented concepts to School Boards, Parent meetings, school staff, and the Board of Commissioners.

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:  retired

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

SIGNATURE: [Signature] DATE: 3/12/2020

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@ctsf.us

Received

SEP 20 2022

City Clerk's Office  
City of Tallahassee



# Application for Service on a City Committee or Board

Citizens Academy Graduate: \_\_\_\_\_

NAME: Angela Settens

ADDRESS: 1503 Tallahassee Drive

HOME PHONE: 714-328-4413 BUSINESS/CELL PHONE: 714-328-4413

DATE OF BIRTH: 11-05-1967 EMAIL ADDRESS: angelasettens@gmail.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 11 months

LIST PERSONAL REFERENCES: TELEPHONE NUMBERS:

- |          |                      |                     |
|----------|----------------------|---------------------|
| <u>1</u> | <u>Paul Bove</u>     | <u>714-420-5577</u> |
| <u>2</u> | <u>Brandie Bouck</u> | <u>760-920-7937</u> |

*(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: Public Art Committee INTEREST LEVEL: 1  
I am an artist, current substitute teacher and former lower school teacher and homeschool teacher. I enjoy helping others and my community.

2 BOARD: Parks & Recreation INTEREST LEVEL: 2  
I care about what's going on in my community and want to ensure that this area continues to be enjoyed by others while preserving it for future generations.

3 BOARD: Library Advisory Board INTEREST LEVEL: 3  
Reading is very enjoyable and vital and I want to ensure that our community has good quality libraries for all.

*(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.

Insurance Agent 2000 - Present (Retirement Planning for School Teachers)

Substitute Teacher Delphi Academy Dec 2021 - Present

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

Served on South Sunrise Little League Board in California for 3 years. (Approx. 2013 - 2016).

Held roles as Manager, Coach, Team Mom and Head Scorekeeper at South Sunrise over a period of 12 years while at South Sunrise Little League.

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

As a teacher I often have to find acceptable ways to communicate to the students, parents and staff, whether positive or negative.

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:

*Angela M. Letters*

DATE:

9-20-22

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

OR

Physical Address:

410 N. Ring Avenue

OR

E-Mail Address:

[cityclerk1@ctsfl.us](mailto:cityclerk1@ctsfl.us)



# Application for Service on a City Committee or Board

Citizens Academy Graduate: yes

NAME: Julie (Jules) Eickmeier  
ADDRESS: #25 Windrush Bay Dr. Tarpon 34687  
HOME PHONE: 727-943-2194 BUSINESS/CELL PHONE: n/a  
DATE OF BIRTH: 6-9-47 EMAIL ADDRESS: n/a

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 15 years

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- |   |                    |   |
|---|--------------------|---|
| 1 | <u>Rea Sieber</u>  | <u>727 641-8012</u>                             |
| 2 | <u>Susan Kitka</u> | <u>727-<del>641-8012</del> (2)<br/>448-8857</u> |

*(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: Public Arts INTEREST LEVEL: high  
I was previously on the board & loved it but had to resign for health concerns - moving over
- 2 BOARD: n/a INTEREST LEVEL: \_\_\_\_\_
- 3 BOARD: n/a 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 been on several design teams for paper arts companies and have been published in several magazines. I served previously on this committee.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

was on library board for a few months and then about a year + on public arts.

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

I taught for two paper companies at commercial venues and at small stores throughout FL.

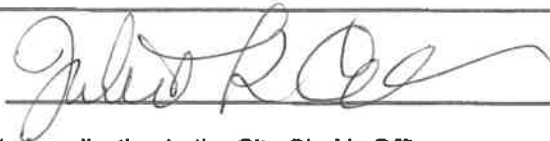
DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES:  NO:

IF YES, PLEASE EXPLAIN:

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:



DATE:

10/26/22

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

or

Physical Address:

410 N. Ring Avenue

or

E-Mail Address:

[cityclerk1@ctsfl.us](mailto:cityclerk1@ctsfl.us)





COPY

Received

AUG 11 2022

City Clerk's Office  
City of Tarpon Springs

# Application for Service on a City Committee or Board

Citizens Academy Graduate: \_\_\_\_\_

**NAME:** Dawn Arbetello

**ADDRESS:** 1366 Cottage Grove Road, Tarpon Springs FL 34689

**HOME PHONE:** 727-798-0069 **BUSINESS/CELL PHONE:** \_\_\_\_\_

**DATE OF BIRTH:** 04/09/1968 **EMAIL ADDRESS:** arbcreative@yahoo.com

**DRIVERS LICENSE:** Please attach a copy of your Drivers License with this application  
*(City Clerk's Office will retain copy only)*

**ARE YOU A CITY RESIDENT?** YES:  NO:

**HOW LONG HAVE YOU BEEN A CITY RESIDENT?** 11 years

LIST PERSONAL REFERENCES:	TELEPHONE NUMBERS:
<u>1 Vincent Arbetello</u>	<u>727-798-0069</u>
<u>2 Wayne Shelor</u>	<u>727-224-0088</u>

*(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:** Planning and Zoning Board **INTEREST LEVEL:** 10/10  
I love Tarpon Springs and am very excited about all the planning projects happening around the city. I believe appropriate and innovative planning and zoning decision will shape the city for resident today, and for years to come. I would love to be part of keeping this the best city in Florida.

**2 BOARD:** Public Art Committee **INTEREST LEVEL:** 9/10  
As a graphic designer for more than 30 years, public art is near and dear to my heart. I enjoy the art we currently have, and would like to be involved in implementing more beautiful art installations for our community to enjoy.

**3 BOARD:** Parks & Recreation **INTEREST LEVEL:** 8/10  
I enjoy the parks of Tarpon Springs on a regular basis, and would be happy to volunteer my time to ensure that they are vital parts of our community now and in the future.

*(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.

Graphic designer for more than 30 years, Love living in Tarpon Springs

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I have served on several internal committees at places where I've worked over the years including the Go Green Team at Bristol Myers Squibb and the Survey Task Team at ISPE

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

I don't have much experience speaking publicly, but am eager to learn and grow in this area.

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: Dawn Albertello DATE: 08/03/2022

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  
or Physical Address: 410 N. Ring Avenue  
or E-Mail Address: [cityclerk1@ctsf.us](mailto:cityclerk1@ctsf.us)



# City of Tarpon Springs, Florida

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: NOV. 8, 2022

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

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

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

SUBJECT: APPOINTMENTS – **SUSTAINABILITY COMMITTEE**

**BACKGROUND:** The terms for regular members Dory Larsen and Dr. Paul Robinson have expired. Dr. Robinson has declined another term; and Ms. Larsen would like to remain on the Committee, which she is eligible for reappointment.

*The Board must vote on option 1 and 2:*

- BOARD ACTION:**
1. REAPPOINT DORY LARSEN, TO ANOTHER TERM. THIS TERM WILL EXPIRE SEPTEMBER 30, 2025; **AND**
  2. APPOINT A, B or C\* TO FILL THE EXPIRED TERM OF DR. PAUL ROBINSON. THIS TERM WIL EXPIRE SEPTEMBER 30, 2025.
    - a) Move Robin Saenger, Alternate #1 to fill this vacancy \*; or
    - b) Move Carol Mickett, Alternate #2 to fill this vacancy\*
    - c) Select from the list below\*\*

*If either A or B are selected, the Board would need to fill the Alternate vacancy.*

**\*\*Please select from the list below of the individuals who have expressed an interest on this Committee:**

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY Attendee
7/10/19	Sioban Nehin	Sustainability				
5/18/21	Jennifer Bracey	Sustainability	Parks and Recreation	Heritage Preservation		

## Michele Manousos

---

**From:** Irene Jacobs  
**Sent:** Wednesday, November 02, 2022 5:14 PM  
**To:** Michele Manousos  
**Subject:** FW: Fwd:

**From:** Paul Robinson <[paul.robinson0211@gmail.com](mailto:paul.robinson0211@gmail.com)>  
**Sent:** Friday, September 23, 2022 11:43 AM  
**To:** Irene Jacobs <[ijacobs@ctsfl.us](mailto:ijacobs@ctsfl.us)>  
**Subject:** Fwd:

**External Email-** Use caution with links and attachments

Irene,

Attached please find the email I sent to Mayor Vatikiotis last Friday.

Please let me know if there is additional information I may provide.  
Thank you.

Paul

----- Forwarded message -----

**From:** Paul Robinson <[paul.robinson0211@gmail.com](mailto:paul.robinson0211@gmail.com)>  
**Date:** Fri, Sep 16, 2022 at 8:51 AM  
**Subject:**  
**To:** Costa Vatikiotis <[cvatikiotis@ctsfl.us](mailto:cvatikiotis@ctsfl.us)>

Mayor Vatikiotis,

The meeting last night completes my three year appointment to the Sustainability Committee of the City.

I do not wish to be re-appointed for any duration to that committee.

Paul F. Robinson MD, PhD

**SUSTAINABILITY COMMITTEE MEMBERS**

1

<b>NAME</b>	<b>TERM</b>	<b>TERM DATE</b>	<b>CONTACT INFORMATION</b>
<b>DORY LARSEN</b>	<b>1</b>	<b>9/30/2022</b>	1846 LEXINGTON PL
			H: 727.938.3177
			C: 727.410.4804
			<a href="mailto:dory.larsen@gmail.com">dory.larsen@gmail.com</a>
<b>DR. PAUL ROBINSON</b>	<b>1</b>	<b>9/30/2022</b>	948 BAYSHORE DR
<b>RESIGNED</b>			C: 727.946.2138
			<a href="mailto:paul.robinson0211@gmail.com">paul.robinson0211@gmail.com</a>
<b>TAYLOR G. MANDALOU</b>	<b>2</b>	<b>9/30/2024</b>	504 WHITE OAK DR
	<b>1</b>	<b>9/30/2021</b>	C: 727.492.8757
			<a href="mailto:t24129@gmail.com">t24129@gmail.com</a>
<b>DENISE MANNINO</b>	<b>2</b>	<b>9/30/2024</b>	470 CYPRESS ST
	<b>1</b>	<b>9/30/2021</b>	C: 206.351.3507
			<a href="mailto:manninoarts@icloud.com">manninoarts@icloud.com</a>
<b>KAREN GALLAGHER</b>	<b>2</b>	<b>0930/2023</b>	33 CENTRAL CT
	<b>1</b>	<b>9/30/2020</b>	C: 703.405.9606
			<a href="mailto:kmgallagher3@gmail.com">kmgallagher3@gmail.com</a>
<b>ROBIN SAENGER</b>	<b>2</b>	<b>9/30/2024</b>	1630 LONESOME PINE LN
<b>Alternate #1</b>	<b>1</b>	<b>9/30/2021</b>	H: 727.934.2379
			<a href="mailto:robinsaenger@hotmail.com">robinsaenger@hotmail.com</a>
<b>CAROL MICKETT</b>	<b>1</b>	<b>9/30/2023</b>	735 CHESAPEAKE DR
<b>Alternate #2</b>			C: 727-642-9897
			<a href="mailto:mickettstackhouse@gmail.com">mickettstackhouse@gmail.com</a>

Updated: 09/30/2021



Received

JUL 10 2019

City Clerk's Office  
City of Tarpon Springs



# Application for Service on a City Committee or Board

Citizens Academy Graduate: No

NAME: Siobhan A. Nehin

ADDRESS: 726 Charlotte Ave.

HOME PHONE: \_\_\_\_\_ BUSINESS/CELL PHONE: 727-452-5107

DATE OF BIRTH: 10-22-56 EMAIL ADDRESS: snehin@mac.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 25 years

**LIST PERSONAL REFERENCES:**

**TELEPHONE NUMBERS:**

- |                        |                                      |
|------------------------|--------------------------------------|
| <u>1 Cheryl Grimm</u>  | <u>(708) 516-5457</u>                |
| <u>2 Robin Saenger</u> | <u>(727) 786-7777 (727) 934-2379</u> |

*(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: Sustainability INTEREST LEVEL: High

\_\_\_\_\_  
\_\_\_\_\_

2 BOARD: \_\_\_\_\_ 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 a BS in design from the State University College at Buffalo & I'm a landscape designer. My work includes sustainable solutions for both residential & commercial projects. Due to climate change, I have seen an increase in flooding at my clients properties and I have become proficient in water flow mitigation. I'm also interested in protecting our city trees.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

~~I was part of the Tarpon Springs Lemon Street-scape committee. I also was asked to be on the Sponge Docks committee but due to time constraints, installing the Mother Meres mural was unable to join that committee.~~

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

~~I have been a public speaker who has spoken to many groups and can articulate on many subjects, involving my professional pursuits and passions. I have also spoken to the city's commission meeting a number of times.~~

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: \_\_\_\_\_

DATE: \_\_\_\_\_

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

or

Physical Address:  
410 N. Ring Avenue

or

E-Mail Address:

[cityclerk1@ctsf.us](mailto:cityclerk1@ctsf.us)



# Application for Service on a City Committee or Board

Citizens Academy Graduate: \_\_\_\_\_

NAME: Jennifer Bracey

ADDRESS: 111 Athenian Way, Tarpon Springs, FL 34689

HOME PHONE: 727 819 7460 BUSINESS/CELL PHONE: 727 819 7460

DATE OF BIRTH: 11/26/1967 EMAIL ADDRESS: jenbracey@yahoo.com

**DRIVERS LICENSE:** Please attach a copy of your Drivers License with this application  
*(City Clerk's Office will retain copy only)*

ARE YOU A CITY RESIDENT? YES:  NO:

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 4 years

**LIST PERSONAL REFERENCES:**

**TELEPHONE NUMBERS:**

- |          |                          |                      |
|----------|--------------------------|----------------------|
| <u>1</u> | <u>Townsend Tarapani</u> | <u>(727)365-7571</u> |
| <u>2</u> | <u>Deana Le Fevre</u>    | <u>(832)627-4897</u> |

*(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:** Sustainability **INTEREST LEVEL:** High  
 I have a background in setting and implementing sustainability strategy for a large corporation, including setting, implementing and reporting green house gas reductions. I'm connected with State Climate Policy Network which meets monthly.

**2 BOARD:** Parks and Recreation **INTEREST LEVEL:** High  
 As a volunteer at Honeymoon Island State Park, I have a background in park infrastructure, special events and hospitality. I am interested in working with Tarpon Springs to provide top tier parks and recreation for our community.

**3 BOARD:** Heritage **INTEREST LEVEL:** High  
 I have a strong interest in preserving historic buildings and artifacts. As a member of Daughters of the American Revolution I am committed to preserving historical artifacts and communicating the importance of historical artifacts for future generations.

*(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:

*I will be away for some overseas business travel but can attend most meetings.*

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

As Operations and Health Environment and Safety Manager for Marathon Oil for 28 years, I have a background in implementing operational, budgetary and sustainability programs. I work well with people from all backgrounds in a respectful and professional manner, and excel in driving consensus across organizations.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

Within a corporate setting I worked on Political Action Committee, Sustainability Committee, and Due Diligence teams among many other teams and committees. I strive to develop constructive solutions and to gain buy-in from all parties.

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

I have represented my former employer in public meetings regarding land use and environmental issues (one for example was dismantling a laboratory in a residential area); implemented training programs for employees that required breaking down complex issues into smaller tasks; and presented papers at conferences on technical topics.

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:

*James Bray*

DATE:

*May 18, 2021*

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

or

Physical Address:  
410 N. Ring Avenue

or

E-Mail Address:  
[cityclerk1@ctsf1.us](mailto:cityclerk1@ctsf1.us)

# LIVERY STABLE

## #22-34

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Planning & Zoning Board – May 16, 2022

Board of Commissioners – June 14, 2022 (1st Reading)

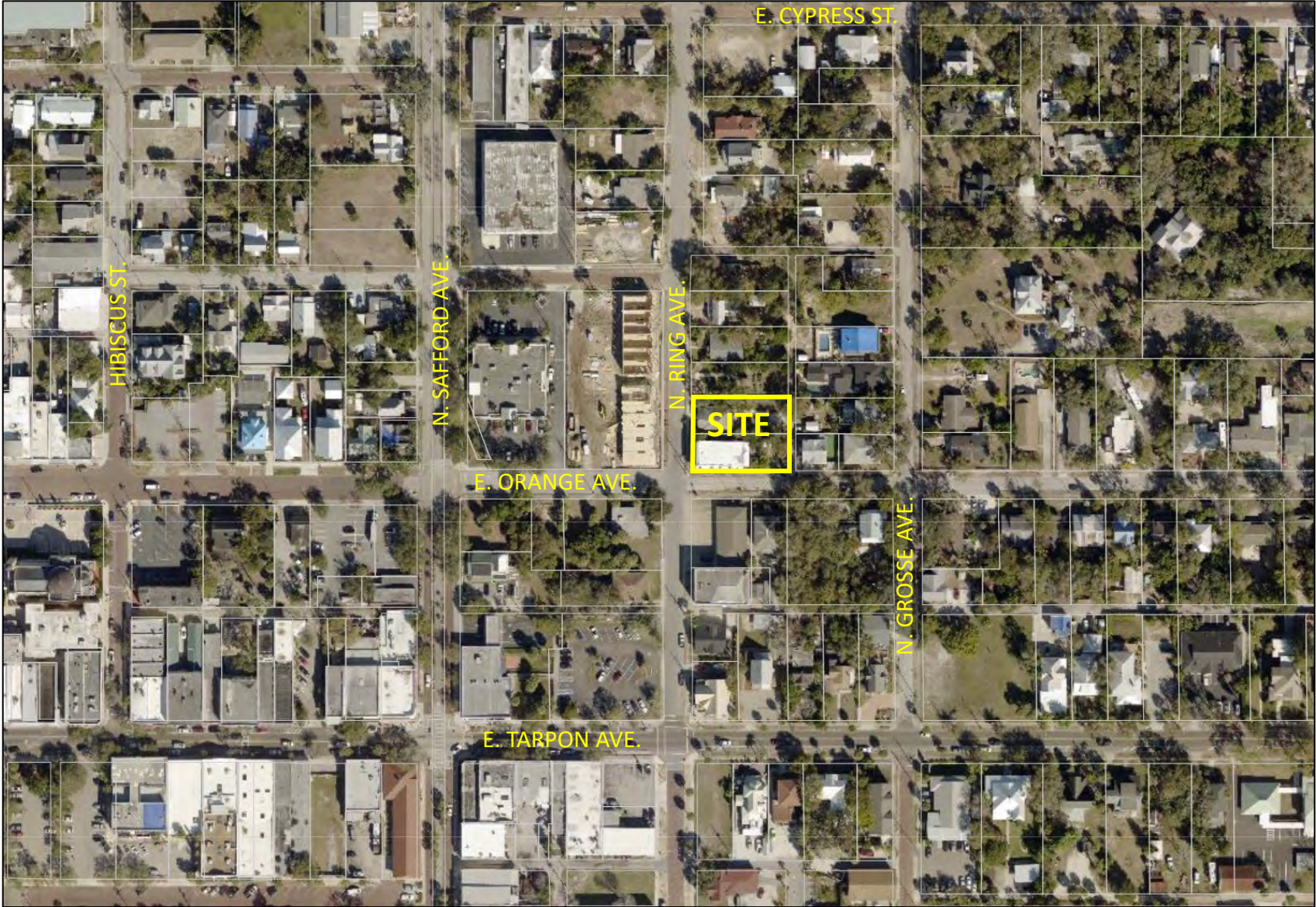
Board of Commissioners - November 8, 2022 (2nd Reading)







# LOCATION & CONTEXT



# REQUEST

- **#22-34 – Future Land Use Map Amendment (FLUM) & Rezoning**

- Requesting to *incorporate the site into the City's SAP* to allow the potential for mixed use or short-term lodging within the existing historic structure located at 100 N. Ring Ave.

- **Land Use:**

- Current: Residential Urban (RU)
- Proposed: Community Redevelopment District (CRD)

- **Zoning:**

- Current: Conditional Residential Mix (CRM)
- Proposed: Special Area Plan (SAP)

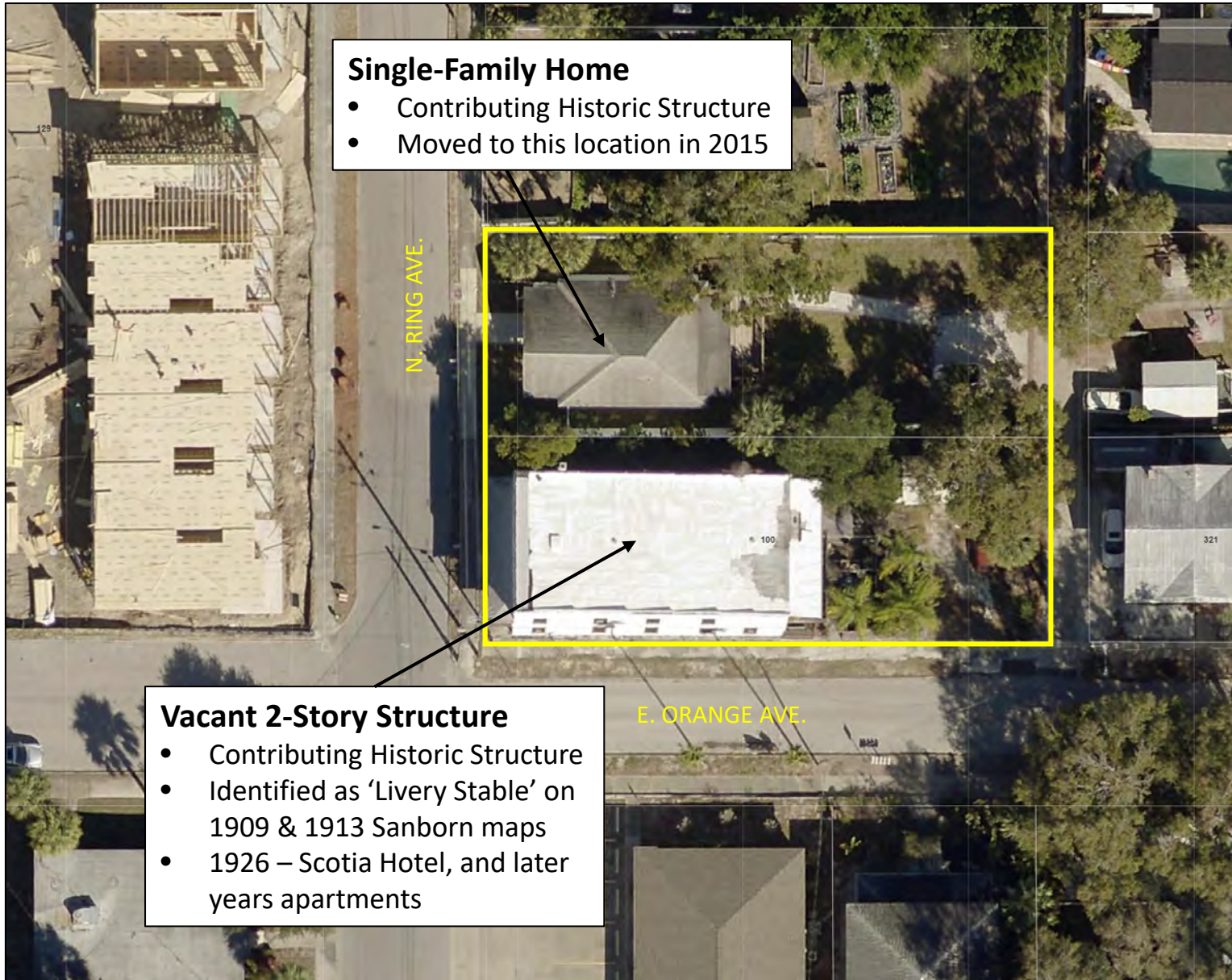
- **Special Area Plan/SmartCode Designations:**

- **SAP** (*land use*) – ‘Downtown’ Character District
- **SmartCode** (*zoning*) – ‘T4a’ (Residential + Retail/Office)

- **Applicant:** Joseph Kokolakis



# CURRENT SITE CONDITIONS



## Single-Family Home

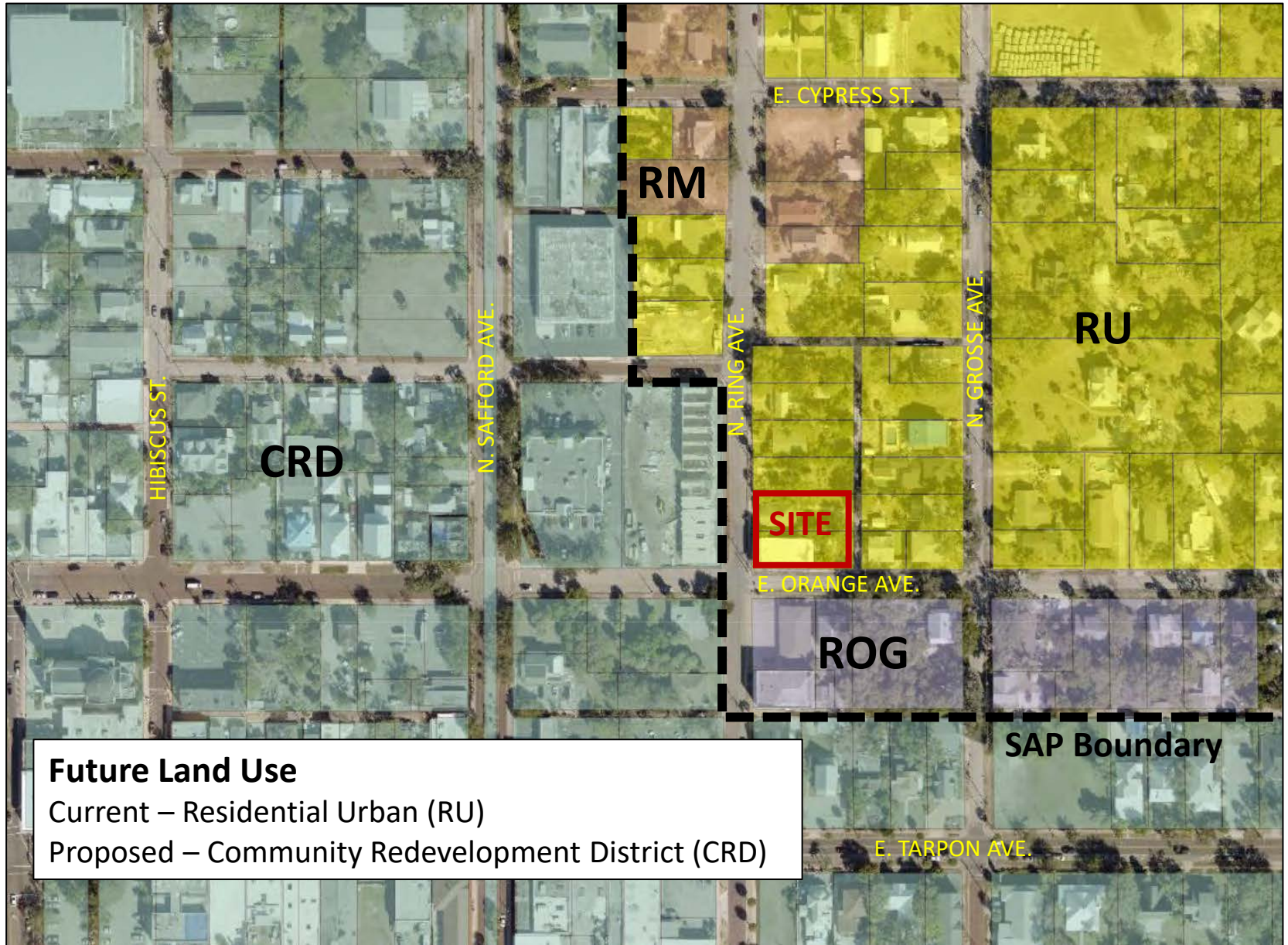
- Contributing Historic Structure
- Moved to this location in 2015

## Vacant 2-Story Structure

- Contributing Historic Structure
- Identified as 'Livery Stable' on 1909 & 1913 Sanborn maps
- 1926 – Scotia Hotel, and later years apartments



# SURROUNDING LAND USE



## Future Land Use

Current – Residential Urban (RU)

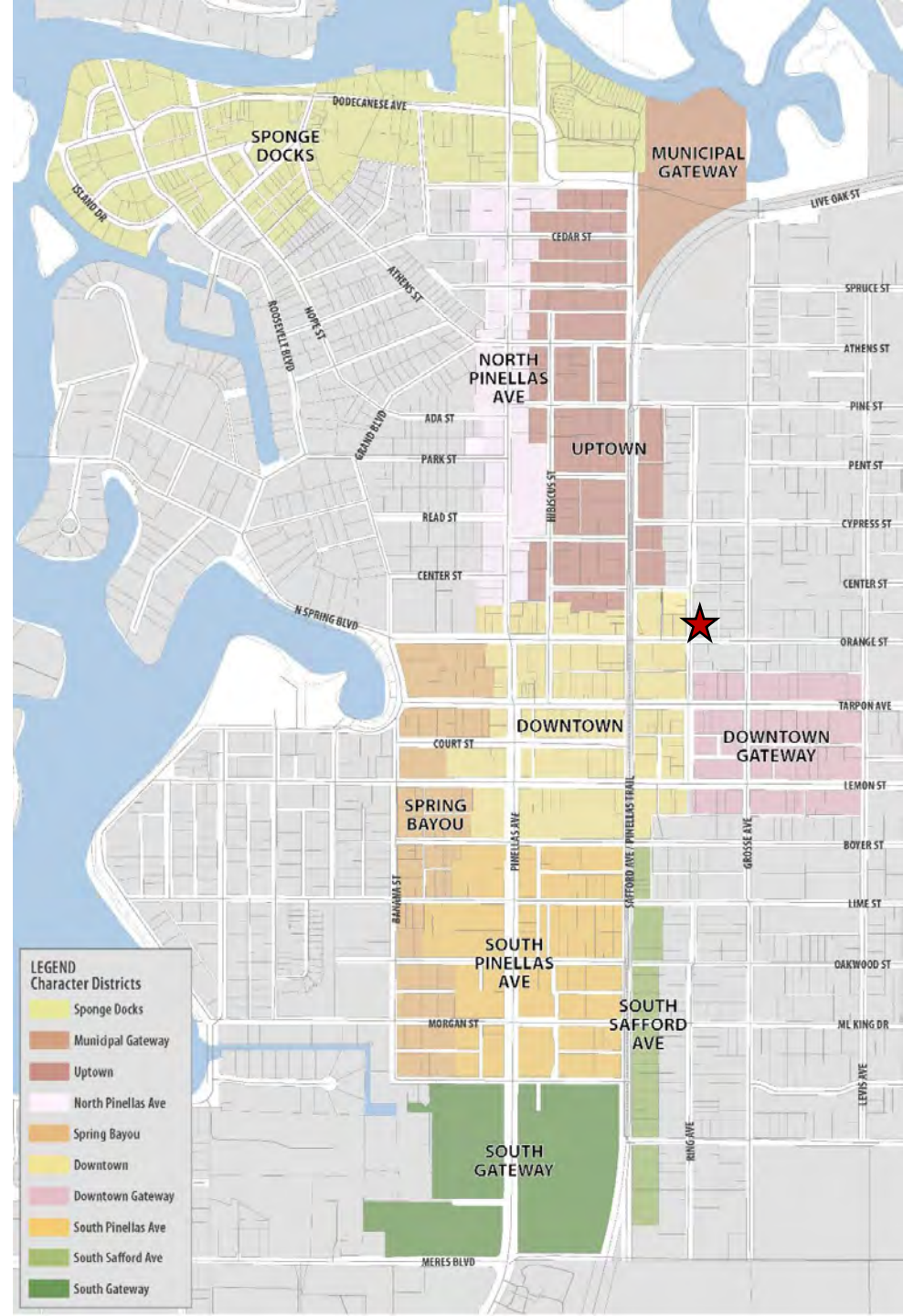
Proposed – Community Redevelopment District (CRD)





# SPECIAL AREA PLAN (SAP)

- Adopted in 2011 – Comprised of Community Redevelopment Area (CRA) and the Sponge Docks.
- Encourages a *mix of uses, diverse housing and lodging options*, and *focuses on redevelopment and infill* opportunities that are *sensitive* to the *historic importance* and *character* of the area.
- Establishes **10 Character Districts**

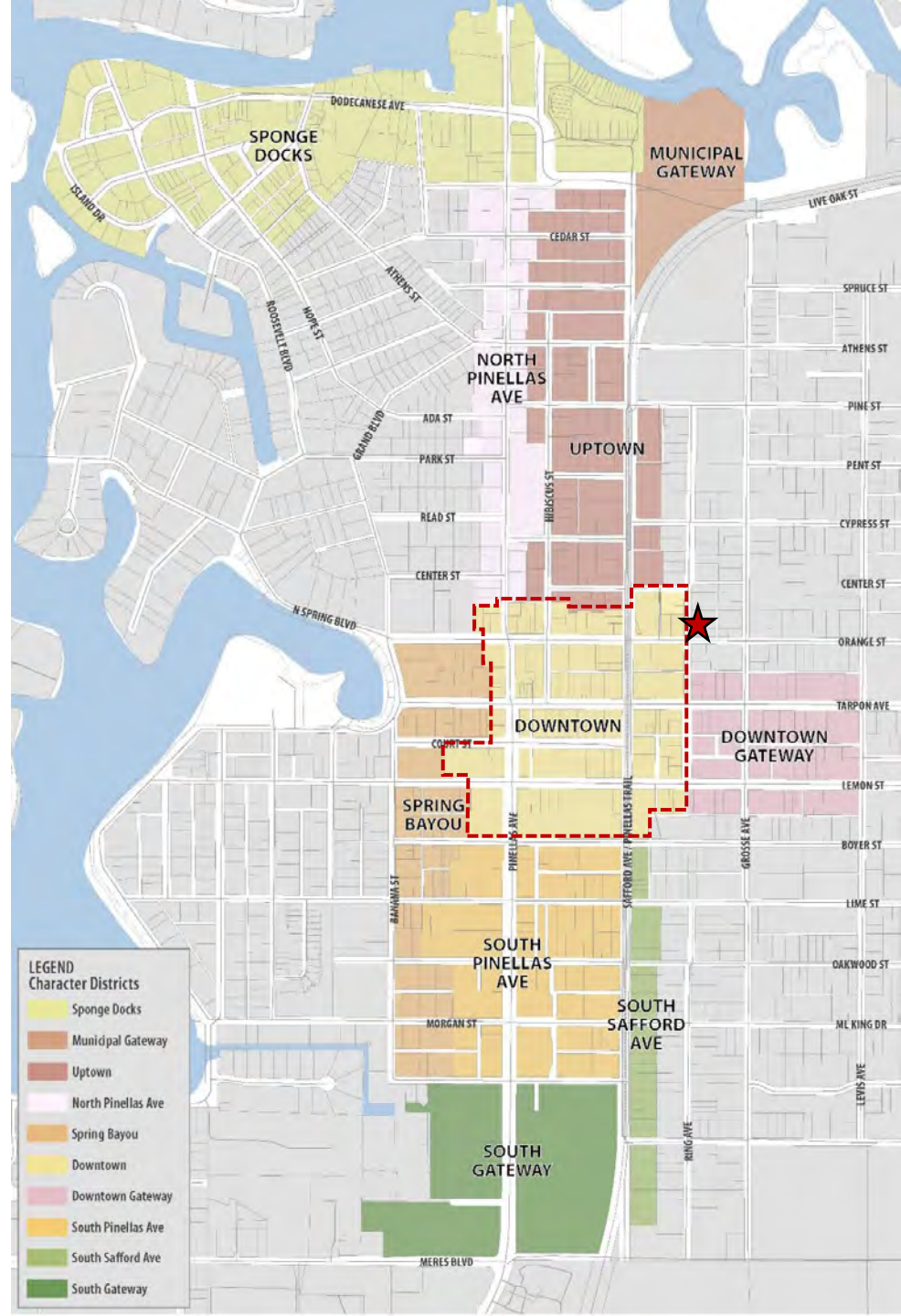




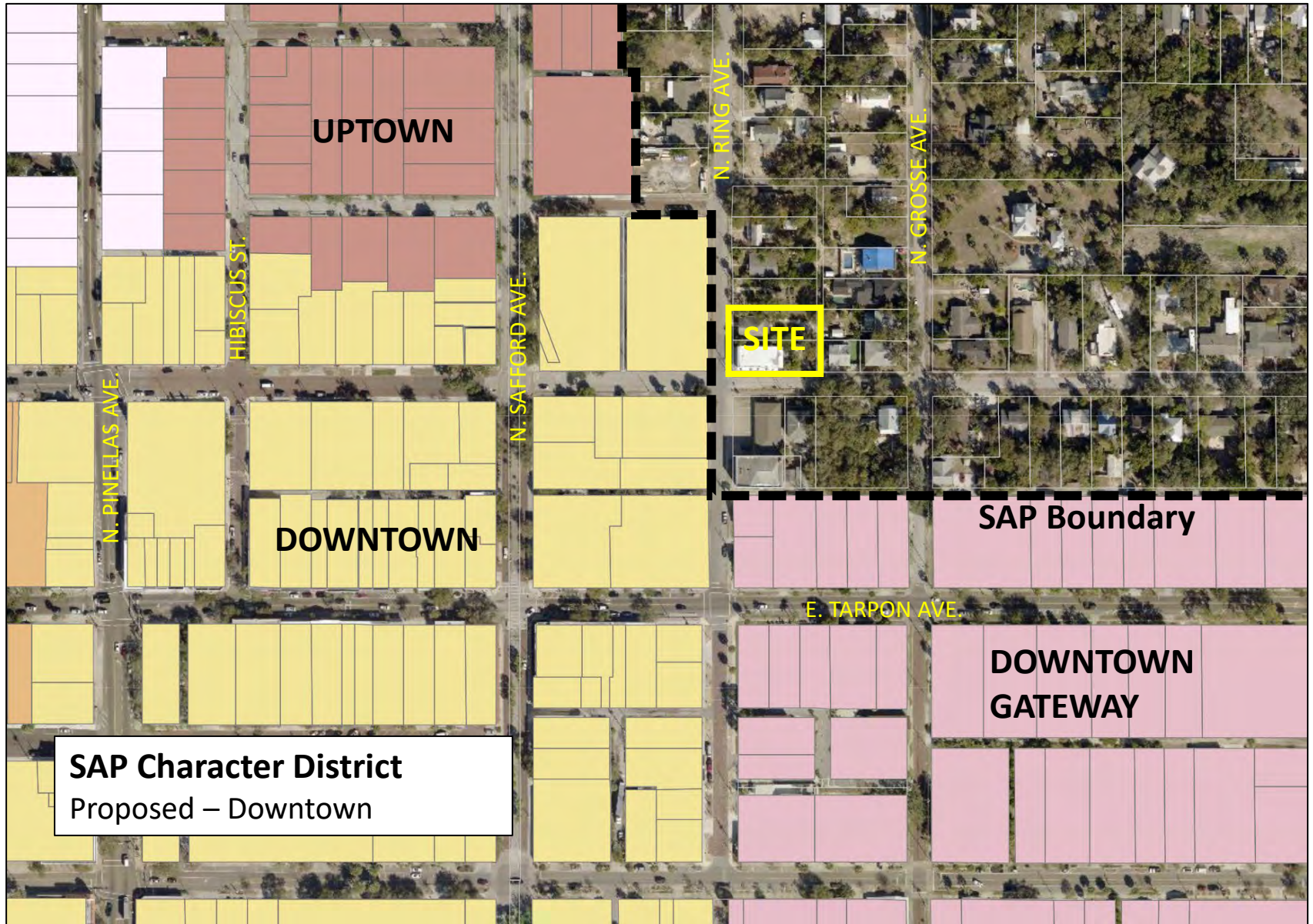
# SPECIAL AREA PLAN (SAP)

## Downtown Character District

- Intent
  - To promote retail development and encourage medium density ad mixed-use residential development to support retail along Tarpon Ave.
- Density
  - Current (RU) = 7.5 du/ac
  - Proposed (Downtown) = 15 du/ac
  - Property Size = 0.32 ac
    - Current = Max. 2 units
    - Downtown Character District Allowance = Max. 5 units



# SURROUNDING CHARACTER DISTRICTS

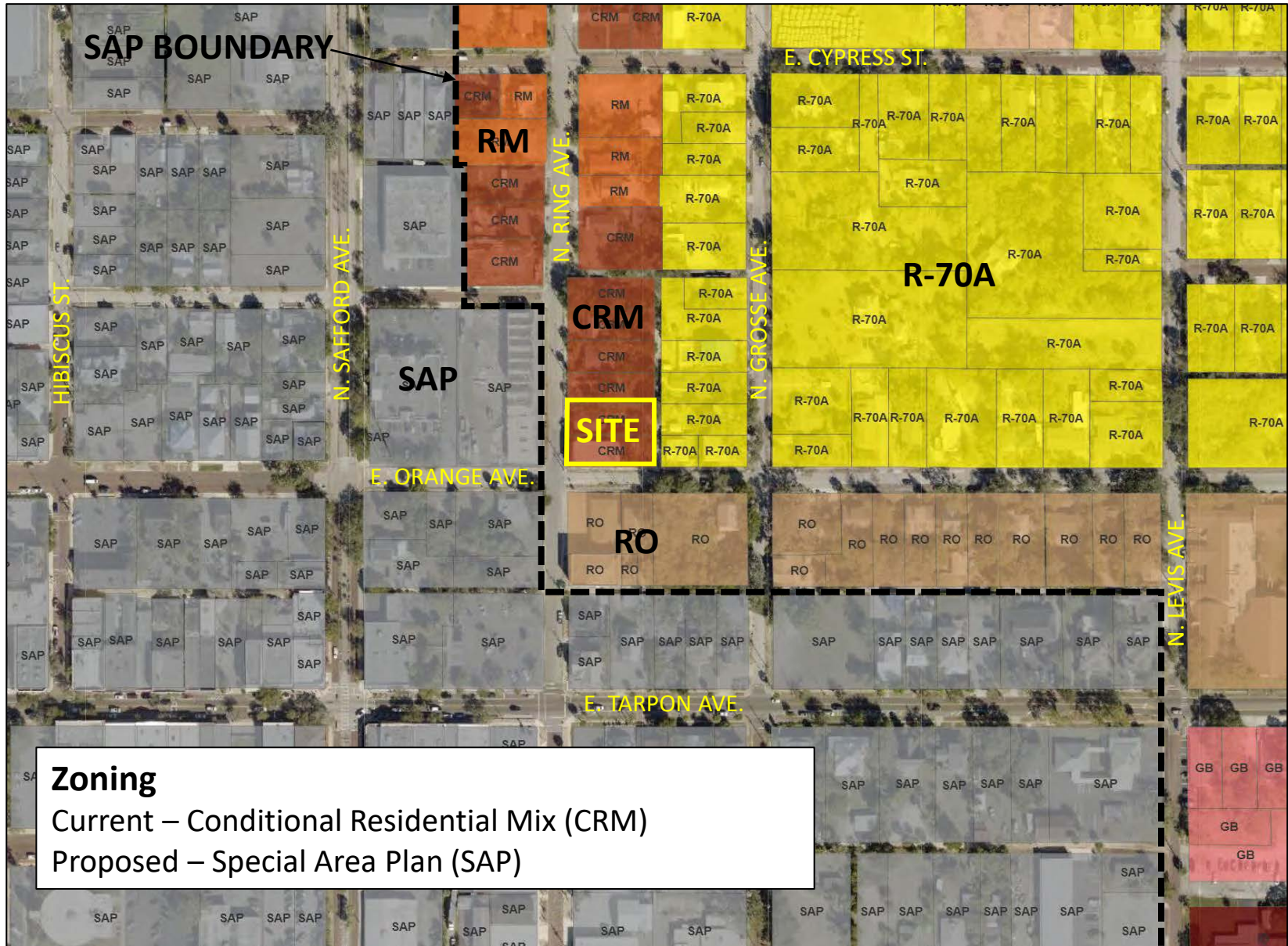


**SAP Character District**  
Proposed – Downtown





# SURROUNDING ZONING



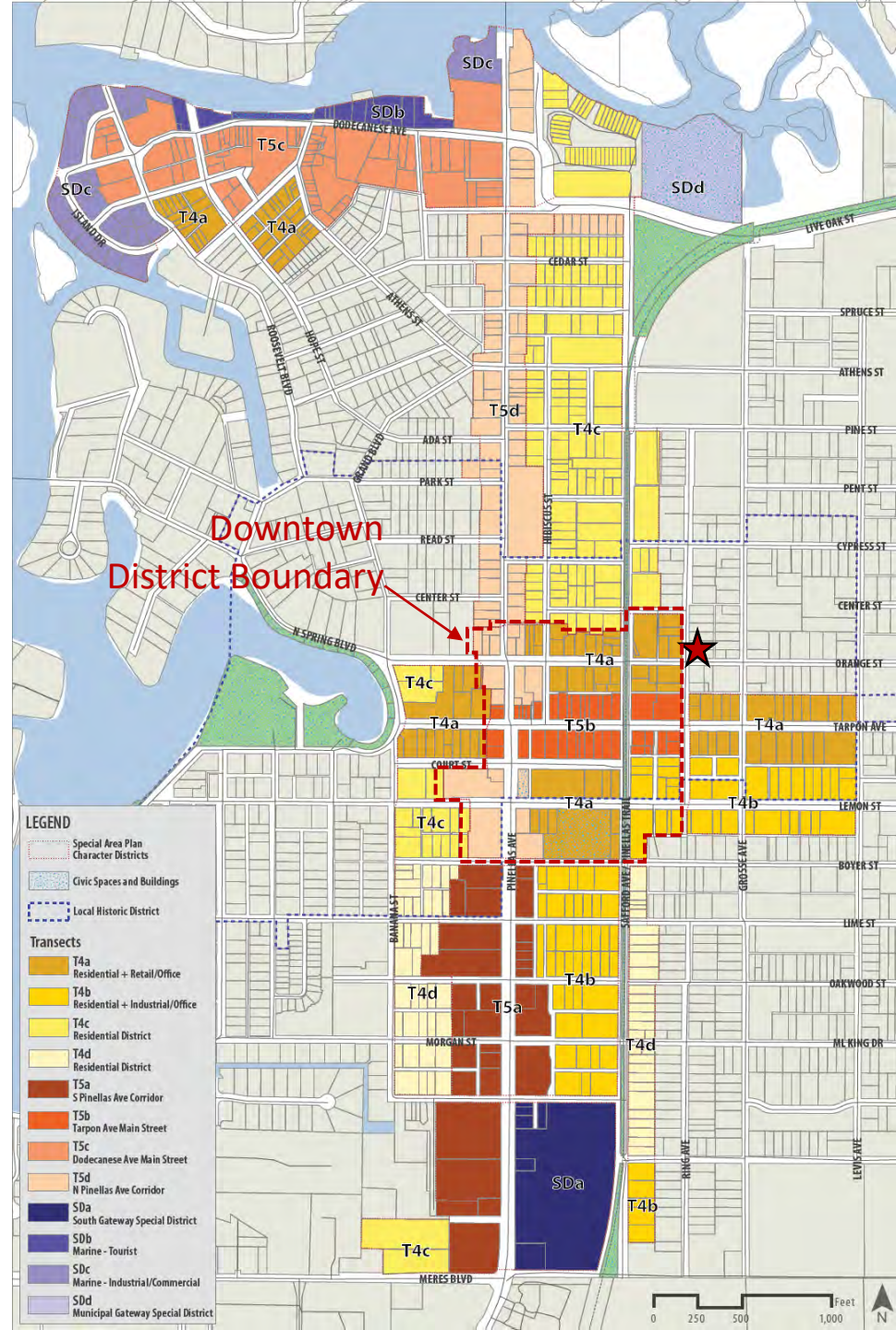
**Zoning**  
 Current – Conditional Residential Mix (CRM)  
 Proposed – Special Area Plan (SAP)





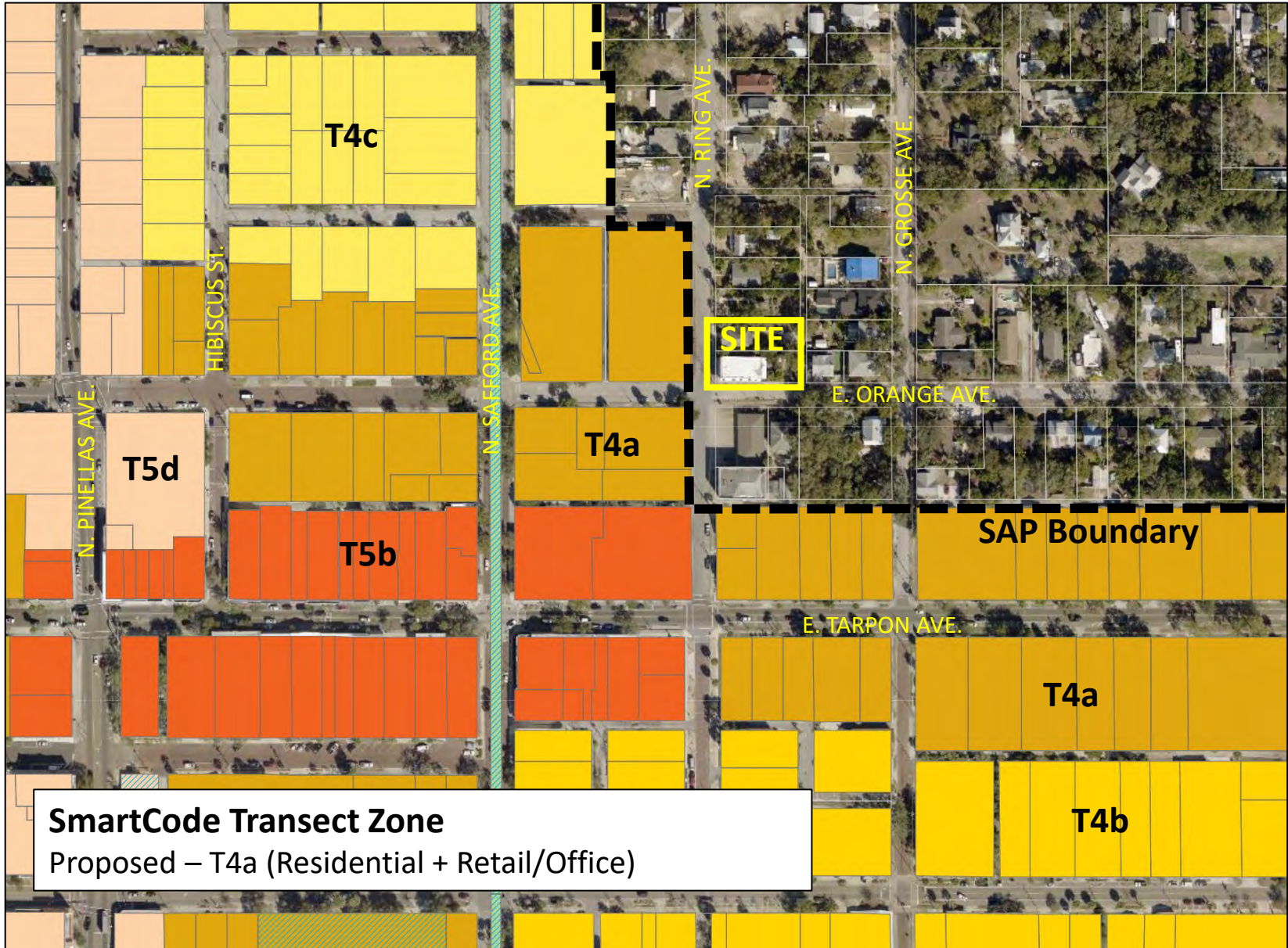
# SMARTCODE

- Serves as SAP's *Regulating Document*
- Promotes vibrant pedestrian environment and mixed-use development
- Transect Zones
  - Establish Specific Development Standards and land uses for each zone
  - Proposed – T4a





# SURROUNDING TRANSECT ZONES





# ZONING/TRANSECT DISTRICT SUMMARY

Dimensional Regulations	Current Zoning: CRM	Proposed Transect: T4a
<b>Front Yard Setback</b>		Max. 15 ft.
SF, Detached	Min. 25 ft	
SF, Attached/Semi-Detached	Min. 20 ft facing ROW Min. 15 ft facing parking	
Multifamily	Min. 25 ft	
<b>Side Yard Setback</b>		Max. 5 ft.
SF, Detached	Min. 7.5 ft	
SF, Attached/Semi-Detached	Min. 7.5 ft	
Multifamily	Min. 20 ft	
<b>Side Street Setback</b>		Max. 5 ft.
SF, Detached	Min. 15 ft	
SF, Attached/Semi-Detached	Min. 7.5 ft	
Multifamily	Min. 20 ft	
<b>Rear Yard Setback</b>		Min. 5 ft or 12 ft from centerline of alley
SF, Detached	Min. 20 ft	
SF, Attached/Semi-Detached	Min. 15 ft	
Multifamily	Min. 20 ft	
<b>Max. Height</b>	Single/Two-Family = 35 ft Multifamily = 45 ft	3 stories



# SHORT TERM RENTALS

- A dwelling unit that may also be used to provide temporary lodging accommodations for compensation to transient residents for periods of **6 weeks or less**.
- **T4a Transect – Requires Conditional Use Approval**
  - Separate Application Specific to Short Term Rental Use
  - Public Hearing Process



# REVIEW CRITERIA – LAND USE AMENDMENT

- 1) Consistent with the applicable Comprehensive Plan policies.
- 2) Consistent with the Countywide Plan

# REVIEW CRITERIA – REZONING

- 1) The amendment is consistent with the goals, objectives and policies of the Comprehensive Plan.
- 2) The available uses are appropriate to the property in question and are compatible with the existing and planned uses in the area.
- 3) The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the costs to the City to provide public facilities.
- 4) The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities.



# PRELIMINARY STAFF RECOMMENDATION

**#22-34 – Approval of the following:**

- **Ordinance 2022-12** amending the FLUM from RU to CRD and to designate the site in the ‘Downtown’ character district of the SAP.
- **Ordinance 2022-11** amending the Zoning Atlas from CRM to SAP and designate the site to the ‘T4a’ transect zone of the SmartCode.

*The City’s SAP recognizes the adaptive reuse of historic properties and the unique challenges to developing with the downtown. The proposed land use and zoning change allow for the former Livery Stable structure to be fully utilized with the potential for mixed use, which supports the overall intent of the SAP.*



# PLANNING & ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item at their regular meeting on May 16, 2022, and unanimously voted to recommend approval of both Ordinance 2022-12 and Ordinance 2022-11.

**Public Comment** – There was 1 member of the public who spoke in favor of this application at the hearing.







**CITY OF TARPON SPRINGS  
PLANNING & ZONING BOARD / BOARD OF  
COMMISSIONERS [MAY 16, 2022 / JUNE 14, 2022 (BOC 1<sup>st</sup>  
READING) / NOVEMBER 8, 2022 (BOC 2<sup>nd</sup> READING)]**

**STAFF REPORT**

**Application No. / Project Title:** #22-34 (Livery Stable)  
**Staff:** Allie Keen, AICP, Senior Planner  
**Applicant / Owner:** Joseph Kokolakis / Livery Stable LLC  
**Property Size:** +/- 0.32 acres  
**Current Zoning:** CRM (Conditional Residential Mix)  
**Proposed Zoning:** SAP (Special Area Plan) / T4a (Residential + Retail/Office)  
**Current Land Use:** RU (Residential Urban)  
**Proposed Land Use:** CRD (Community Redevelopment District) / Downtown Character District  
**Location / Parcel ID:** 100 & 108 N. Ring Ave. /  
12-27-15-15210-000-0080 & 12-27-15-15210-000-070

**BACKGROUND SUMMARY:**

The applicant is requesting to incorporate the subject site into the City's Sponge Docks and Community Redevelopment Area Special Area Plan (SAP) to allow the potential for mixed use or short-term lodging within the existing historic structure located at 100 N. Ring Avenue.

This rezoning/land use amendment application is requesting the following:

- Land use change from RU (Residential Urban) to CRD (Community Redevelopment District)
- Zoning change from CRM (Conditional Residential Mix) to SAP (Special Area Plan)

Due to the applicant requesting to be incorporated into the SAP, the request also includes the following:

- Request to be within the SAP's 'Downtown' character district
- Request to be within the SmartCode's 'T4a' transect zone

**PRELIMINARY STAFF RECOMMENDATION:**

Staff recommends *approval* of the following:

- **Ordinance 2022-12** amending the Future Land Use Map (FLUM) from RU (Residential Urban) to CRD (Community Redevelopment District) and to designate the site in the 'Downtown' character district of the Special Area Plan
- **Ordinance 2022 -11** amending the official Zoning Atlas from CRM (Conditional Residential Mix) to SAP (Special Area Plan) and designated the site to the 'T4a' transect zone of the SmartCode.

The City's Special Area Plan recognizes the adaptive reuse of historic properties and the unique challenges to developing within the downtown. The proposed land use and zoning change allow for the larger, two-story historic structure to be fully utilized with the potential for mixed use, which supports the overall intent of the SAP.



**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board heard this item at their regular meeting on May 16, 2022, and unanimously voted to recommend approval of both Ordinance 2022-12 and Ordinance 2022-11. There was one member of the public who spoke in favor of this application at the hearing.

**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Single-family residential (108 N. Ring Ave.) & Vacant (100 N. Ring Ave.)
<b>Site Features:</b>	There is an existing single-family home located on the north side of the site and an existing 2-story structure on the south side. The 2-story structure has been used for residential and lodging purposes in the past, but historically was the site of a livery stable.
<b>Vehicle Access:</b>	This property is located at the corner of N. Ring Avenue and E. Orange Street. The property also has access potential from an existing alleyway along the northside of the site.

**SURROUNDING ZONING & LAND USE:**

	<b>Zoning:</b>	<b>Land Use:</b>
<b>North:</b>	CRM (Conditional Residential Mix)	RU (Residential Urban)
<b>South:</b>	RO (Residential Office)	R/OG (Residential/Office General)
<b>East:</b>	R-70A (Single Family Residential)	RU (Residential Urban)
<b>West:</b>	SAP (Special Area Plan) T4a (Residential + Retail/Office)	CRD (Community Redevelopment District) Downtown Character District

**ZONING DISTRICT SUMMARY (EXISTING / PROPOSED):**

<b>Dimensional Regulations</b>	<b>Current Zoning: CRM</b>	<b>Proposed Zoning/Transect: T4a</b>
<b>Max. Density</b>	Per Future Land Use Category (RU – 7.5 du/ac)	Per SAP Character District (Downtown - 15 du/ac)
<b>Lot Standards:</b>		
<b>Min. Lot Area</b>	Single Family Detached = 7,000 sqft Single Family Attached/Semi-Detached = 2,000 sqft Two/Multi-Family = 10,000 sqft	n/a
<b>Min. Lot Width</b>	Single Family Detached = 60 ft Single Family Attached/Semi-Detached = 20 ft Two/Multi-Family = 80 ft	n/a
<b>Min. Lot Depth</b>	Single Family Detached = 80 ft Single Family Attached/Semi-Detached = 100 ft Two/Multi-Family = 90 ft	n/a
<b>Max. Height</b>	Multifamily/Nonresidential = 45 ft Single/Two Family = 35 ft	3 stories
<b>Setbacks:</b>		
<b>Front Yard</b>	Single Family Detached = Min. 25 ft Single Family Attached/Semi-Detached = Min. 20 ft facing public ROW; Min. 15 ft. facing common drive, courtyard or private parking area	Max. 15 ft



	Multifamily = Min. 25 ft	
<b>Side Yard</b>	Single Family Detached = Min. 7.5 ft Single Family Attached/Semi-Detached = Min. 7.5 ft Multifamily = Min. 20 ft	Max. 5 ft
<b>Side Street</b>	Single Family Detached = Min. 15 ft Single Family Attached/Semi-Detached = Min. 7.5 ft Multifamily = Min. 20 ft	Max. 5 ft
<b>Rear Yard</b>	Single Family Detached = Min. 20 ft Single Family Attached/Semi-Detached = Min. 15 ft Multifamily = Min. 20 ft	Min. 5 ft or 12 ft from centerline of alley
<b>Min. Net Floor Area</b>	Single Family Detached/Semi-Detached = 1,000 sqft Single Family Attached = 900 sqft Two/Multi-Family = 600 sqft	n/a

**PLANNING CONSIDERATIONS:**

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The applicant is requesting to incorporate the subject site into the City’s Special Area Plan (SAP) for the purpose of adaptively reusing the 2-story historic structure on site for mixed use and/or short-term lodging.
2. The SAP was adopted in 2011 and is generally comprised of the Community Redevelopment Area (CRA) and the Sponge Docks. The SAP encourages a mix of uses, diverse housing and lodging options, and focuses on redevelopment and infill opportunities that are sensitive to the historic importance and character of the area.
3. The SAP established 10 different character districts comprised of neighborhoods with similar use and functional characteristics. The subject site is adjacent to the ‘Downtown’ character district, which is intended to promote retail development and encourage medium density and mixed-use residential development to support the retail along Tarpon Ave. The character districts establish general use allowances and permitted densities/intensities. The Downtown character district permits a maximum density of 15 units per acre. Based on the size of the subject site a maximum of 5 units would be permitted with the proposed land use change, 3 more than the current land use designation. Currently, the site has 1 unit within the existing single-family home that is intended to remain, therefore only 4 additional units could be added to the site.
4. The SAP is regulated by the ‘Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area’ (SmartCode). The SmartCode breaks down the character districts into various transect zones and establishes the specific development standards and land uses for each zone. The proposed T4a transect zone which consists of a mix of residential uses with some commercial activity that is complimentary to the residential neighborhood. Although the proposed T4a zone has smaller setbacks than the current CRM zoning, it is important to note that the historic 2-story structure on site conforms to the proposed transect zone.
5. The general area is comprised of a mix of residential and office uses. The site is adjacent to the current SAP boundary to the west and a block north of Tarpon Avenue which has several commercial uses.
6. There are 2 existing structures on the subject site, a single-family residential home and a 2-story structure that is currently vacant. Both structures are classified as contributing structures in the Florida Master Site Files. The single-family home was moved to this property in 2015 from across the street in order to allow for the EcoVillage Townhomes to be constructed. The 2-story structure was identified on the 1909 and 1913 Sanborn maps as a Livery Stable, then in 1926 as the Scotia Hotel, and then later used as apartments. The applicant has indicated the proposed rezoning and land use amendment allows the full utilization of this large structure, approximately 4,700 square feet. Any



exterior or site modifications to either structure would be subject to review and approval of the Heritage Preservation Board.

- The applicant has indicated that one potential use of the property would be for short-term lodging. Short-term rentals require conditional use approval within the T4a transect zone, therefore this use would require a separate application and public hearing process specific to that use. Further, the T4a zone limits retail uses to a maximum of 49 seats and 5,000 square feet to be more complimentary to the surrounding residential uses.

**REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT**

***Future Land Use Map Amendment***

The Future Land Use Map amendment is a legislative decision of the Board of Commissioners. The standards for the current and proposed future land use categories are summarized below:

	<b>Current FLU:</b> Residential Urban (RU)	<b>Proposed FLU:</b> CRD (Community Redevelopment District)
<b>Intent:</b>	Intended for areas in close proximity to urban activity centers and is generally intended for areas that are to be developed in an urban low density residential manner. This category is generally intended to serve as a transition between suburban and rural residential areas.	To depict those areas of the county that are now designated, or appropriate to be designated, as community centers and neighborhoods for redevelopment in accord with a special area plan.
<b>Primary Uses:</b>	Residential	Residential, Office, Commercial, Industrial, Institutional, and Transportation/Utility uses as enumerated in the approved special area plan for an area so designated.
<b>Max. Density:</b>	7.5 du/ac	As set forth in the approved special area plan. Downtown Character District = 15 du/ac
<b>Max. Floor Area Ratio (FAR):</b>	0.40	As set forth in the approved special area plan. Downtown Character District = 1.25
<b>Max. Impervious Surface Ratio (ISR):</b>	0.65	As set forth in approved special area plan. Downtown Character District = 0.9

*Staff Analysis:* The subject property is adjacent to the SAP boundary and is in an area that is a mix of residential, office, and commercial. This site is located only 1 block north of the heart of downtown along Tarpon Avenue. The existing 2-story structure is approximately 4,700 square feet in size, which is less



suitable for a single-family residence. The adjacent properties to the south are office uses, to the west are townhomes, to the north is the community garden and single-family residential, and to the east is single-family residential. The expansion of the SAP to include this property allows for the potential to utilize the historic structure for mixed-use, which is encouraged by the SAP. This area serves as a transitional area between the downtown and nearby residential neighborhoods.

**Countywide Plan Map Amendment**

The property is designated as Residential Low Medium (RLM) on the Countywide Plan Map. A Countywide Plan Map amendment will be required to amend the designation to Activity Center (AC), consistent with the surrounding area. The Countywide Rules for the locational characteristics and traffic generation characteristics of the current and proposed land uses are summarized in the table below. Please note that these standards are the maximums allowed by the Countywide Plan Rules when establishing a new “Activity Center”. In this instance, the parcel is being added to an existing Activity Center (Sponge Docks and CRA Special Area Plan) and assigned to the Downtown Character District. That district designation will establish the allowable uses, densities and intensities for the parcel. For reference see above discussion for Future Land Use Map amendment.

	<b>Current Plan Category:</b> Residential Low Medium (RLM)	<b>Proposed Plan Category:</b> Activity Center (AC) - Community
<b>Purpose:</b>	To depict areas that are now developed, or appropriate to be developed, in a suburban, low density or moderately dense residential manner; and to recognize such areas as primarily well-suited for residential uses that are consistent with the suburban qualities, transportation facilities, including transit, and natural resources of such area.	To recognize those areas of the county within each local jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity, and pertinent planning considerations. It is the intent of this category to recognize those important, identifiable centers of business, public, and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community, and served by enhanced transit commensurate with the type, scale, and intensity of use.
<b>Max. Density:</b>	10 du/ac	90 du/ac (area-wide)
<b>Max. Floor Area Ratio (FAR):</b>	0.50	3.0 (area-wide)
<b>Max. Impervious Surface Ratio (ISR):</b>	0.75	n/a
<b>Traffic Generation Characteristics:</b>	67 trips per day per acre	325 trips per day per acre (area wide)

**REVIEW STANDARDS / STAFF ANALYSIS - REZONING:**

Section 207.03(A) of the Tarpons Springs Comprehensive Zoning and Land Development Code provides standards for zoning map amendments. These standards, along with planning staff’s analysis are provided below:





**1. The amendment is consistent with the goals, objectives and policies of the Tarpon Springs Comprehensive Plan.**

*Staff Analysis:* See above analysis for the Future Land Use Map (FLUM) amendment to the Community Redevelopment District (CRD). The proposed SAP (T4a) zoning district is consistent with the proposed CRD Future Land Use Map category.

**2. The available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.**

*Staff Analysis:* There is an existing single-family residence and a vacant 2-story structure on the subject site. The current CRM zoning district only permits a mix of residential uses, and the current land use limits the density on the entire site to 2 units. The proposed T4a transect zone permits a mix of uses, including a variety of residential uses, retail, office, and lodging uses. This site is within walking distance to the heart of downtown and immediately adjacent to the SAP boundary, where mixed use is encouraged and there is a focus on redevelopment and infill opportunities. Extending the SAP boundary to this site will further serve as a transitional area between the downtown and nearby residential neighborhoods.

**3. The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.**

*Staff Analysis:* The property is developed and currently served by the City. There are no anticipated additional costs to the City to continue to provide public facilities.

**4. The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, waste and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.**

*Staff Analysis:* City facilities are currently available to serve the property. The site is already developed with 2 historic structures, which limits the intensity of future utilization of the property. The proposed rezoning is not expected to adversely impact nor exceed the City's capacity to continue service at this location.

**TECHNICAL REVIEW COMMITTEE:**

TRC reviewed this project on April 14, 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 were no further comments from the TRC.

**PUBLIC CORRESPONDENCE:**

The property owners within 500 feet were sent written notification in accordance with Section 206.00(J)(4) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 166.041, Florida Statutes. Notice was advertised in the *Tampa Bay Times*. Staff has not received any responses to these notices.

**ATTACHMENTS:**

1. Staff Presentation
2. Applicant Narrative and Request
3. Property Survey
4. SAP and SmartCode Amended Map Series
5. Draft Ordinance 2022-11
6. Draft Ordinance 2022-12

# LIVERY STABLE LLC

201 E. Center St.,  
Suite 2,  
Tarpon Springs, FL 34689

April 21, 2022

Tarpon Springs Planning & Zoning Department  
324 E Pine St.,  
Tarpon Springs, FL 34689

## **Project # 22-34**

Planning and Zoning Board:

LIVERY STABLE LLC is requesting the rezoning to the Special Area Plan and to change the Land Use to Community Redevelopment District to allow for the potential mixed use or short-term lodging (Airbnb) for the building located at 100 N Ring Ave., Tarpon Springs, FL 34689.

Thank you,

Will Kochenour III  
Owner's Representative

SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:

Lots 8, 14, 15 and 16, J.K. CHEYNEY'S SUBDIVISION, according to the map or plot thereof as recorded in Plot Book 2-H, Page 51, Public Records of Pinellas County, Florida.

TOGETHER WITH

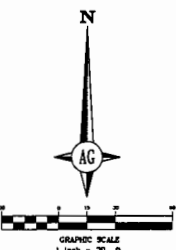
The South 125 feet of the East 75 feet of Lot 3, Block 28, TARPON SPRINGS OFFICIAL MAP, according to the map or plot thereof as recorded in Plot Book D-C, Page 800, Public Records of Pinellas County, Florida.

TOGETHER WITH

Lot 6, FERGUSON SUBDIVISION, according to the map or plot thereof as recorded in Plot Book 21, Page 30, of the Public Records of Pinellas County, Florida.

SURVEYOR'S NOTES:

- The Basis of Bearings for this survey is the South right-of-way line of Center St. being N 89°45'13" E (assumed).
- The accuracy standard used for this survey, as classified by the Minimum Technical Standards (SM-17.031 Florida Administrative Code) is "Commercial/High Risk". The minimum relative distance accuracy for this type of survey is 1 foot in 10,000 feet. Accuracy achieved exceeds this requirement.
- This survey was prepared with the benefit of the plot of Ferguson Subdivision recorded in Plot Book 21, page 30, of the public records of Pinellas County, Florida.
- This survey was prepared with the benefit of the plot of J.K. Cheyney's Subdivision (also known as J.K. Cheyney's Sub-Division of Lots 3 and 4 of Block 28 Town of Tarpon Springs) recorded in Plot Book 2-H (H2), Page 51, of the public records of Pinellas County, Florida.
- This survey was prepared with the benefit of the plot of Tarpon Spring Official Map (also known as Map of the Town of Tarpon Springs) recorded in Plot Book D-C, Page 800, of the Public Records of Pinellas County, Florida.
- This survey (as pertains to notes 4 and 5 above), was prepared with the benefit of a Commitment for Title Insurance issued by Old Republic National Title Insurance Company, prepared by G.A.R.E. Title Inc., 2625 Keystone Road, Suite 1, Tarpon Springs, Florida, having a file number D4-2015-13365A-A1, Agent File Reference #2014222, and an effective date of December 29, 2014 at 11:00 PM.
- Other than as shown in note 7 above, no instruments of record reflecting easements, rights-of-way and/or ownership have been furnished except as shown hereon.
- Use of this survey by anyone other than those prepared for/certified to, will be the re-users sole risk without liability to the surveyor.
- There may be additional easements and/or restrictions affecting this property that may or may not be found in the Public Records of this county.
- Printed dimensions shown on the survey supersede scoled dimensions. There may be items drawn out of scale to graphically show their location.
- Calculated (c) geometry shown hereon was calculated using field located points and certain published data.
- Subsurface foundations and their locations have not been determined.
- No information on adjoining property owners was supplied to the surveyor.
- The subject property appears to lie within Flood Zone X, according to the Federal Emergency Management Agency National Flood Insurance Rate Map number 120259 0019 G, some effective date September 3, 2003.
- Elevations shown hereon are based upon the North American Vertical Datum, 1988 adjustment (NAVD 88). The control benchmark utilized is designated "SLIP N", PID A0363, being a survey site set in the top of a concrete monument, stamped SLIP N, having an elevation of 22.81 feet.
- Specimen trees 4 inches and larger diameter at chest height were located.
- The locations of the underground utilities on or for their appurtenances were performed by a field survey and only located as shown on the Map of Survey. Only the underground utilities on or for their appurtenances which were visible from ground level to the surveyor on the actual day of the field survey were located and mapped. No excavations or subsurface work efforts of any kind were performed by the surveyor to verify the existence of any underground utilities and/or their appurtenances. The surveyor makes no guarantee that the underground utilities on or for their appurtenances shown comprise all such utilities in the area, either in service or abandoned.

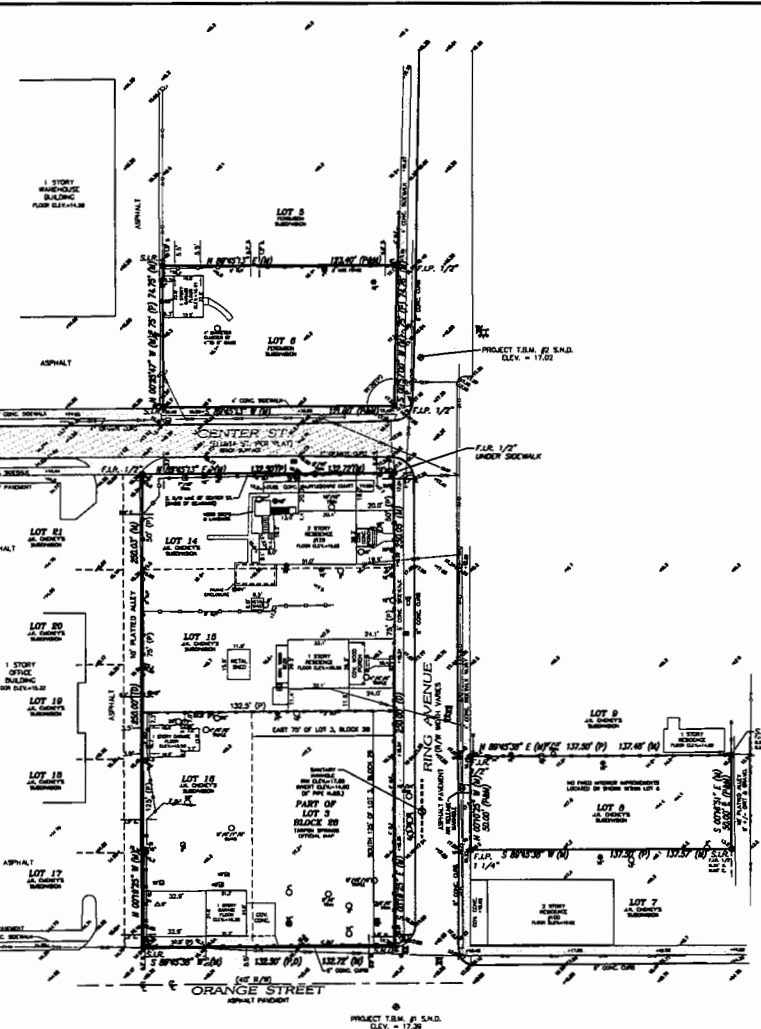


SYMBOL LEGEND

- ⊙ DENOTES AN DUSTING SPOT ELEVATION
- ⊙ DENOTES SANITARY MANHOLE
- ⊙ DENOTES STONE DRAINAGE MANHOLE
- ⊙ DENOTES STONE DRAINAGE GRATE INLET
- ⊙ DENOTES MIXED END SECTION
- ⊙ DENOTES GAS VALVE
- ⊙ DENOTES WATER METER
- ⊙ DENOTES WATER VALVE
- ⊙ DENOTES WAGON MARKER POST
- ⊙ DENOTES GAS LINE MARKER POST
- ⊙ DENOTES FIRE HYDRANT
- ⊙ DENOTES FIBER OPTIC CABLE MARKER POST
- ⊙ DENOTES TELEPHONE BOX
- ⊙ DENOTES ELECTRICAL BOX
- ⊙ DENOTES GUY ANCHOR WIRE
- ⊙ DENOTES WOOD UTILITY POLE
- ⊙ DENOTES CONCRETE UTILITY POLE
- ⊙ DENOTES WOOD UTILITY/ALUM. POLE
- ⊙ DENOTES CONCRETE UTILITY/ALUM. POLE
- ⊙ DENOTES TRAFFIC SIGNAL POLE
- ⊙ DENOTES TRAFFIC SIGNAL BOX
- ⊙ DENOTES OVER HEAD WIRE(S)
- ⊙ DENOTES CABLE BOX
- ⊙ DENOTES SENT PIPE
- ⊙ DENOTES BOX
- ⊙ DENOTES BOLLARD
- ⊙ DENOTES WOOD POST
- ⊙ DENOTES TEMPORARY BENCHMARK (T.B.M.)

TREE SYMBOLS & NOTE

- DENOTES AN OAK TREE - SIZE INDICATED
  - DENOTES A PALM TREE - SIZE INDICATED
  - DENOTES A CEDAR TREE - SIZE INDICATED
  - DENOTES A CHINA BERRY TREE - SIZE INDICATED
  - DENOTES A MIMOSA TREE - SIZE INDICATED
  - DENOTES A HUMMEL TREE - SIZE INDICATED
  - DENOTES A CASHWAP TREE - SIZE INDICATED
  - DENOTES A PINE TREE - SIZE INDICATED
  - DENOTES AN ANACARDIACEA TREE - SIZE INDICATED
  - DENOTES A SILK FLORES TREE - SIZE INDICATED
- A TREE LABELED "TR" IS A TRUNK MEASURED 4" ABOVE THE GROUND FROM 1 INCH TRUNK.
- "TR" IS 3 TRUNK MEASUREMENTS 4" ABOVE THE GROUND FROM 1 INCH TRUNK. "CL" IS 4 TRUNK MEASUREMENTS 4" ABOVE THE GROUND FROM 1 INCH TRUNK.



ABBREVIATION LEGEND:

S.Y.		S.E.		S.W.		S.N.	
12.0	12.5	13.0	13.5	14.0	14.5	15.0	15.5
16.0	16.5	17.0	17.5	18.0	18.5	19.0	19.5
20.0	20.5	21.0	21.5	22.0	22.5	23.0	23.5
24.0	24.5	25.0	25.5	26.0	26.5	27.0	27.5
28.0	28.5	29.0	29.5	30.0	30.5	31.0	31.5
32.0	32.5	33.0	33.5	34.0	34.5	35.0	35.5
36.0	36.5	37.0	37.5	38.0	38.5	39.0	39.5
40.0	40.5	41.0	41.5	42.0	42.5	43.0	43.5
44.0	44.5	45.0	45.5	46.0	46.5	47.0	47.5
48.0	48.5	49.0	49.5	50.0	50.5	51.0	51.5
52.0	52.5	53.0	53.5	54.0	54.5	55.0	55.5
56.0	56.5	57.0	57.5	58.0	58.5	59.0	59.5
60.0	60.5	61.0	61.5	62.0	62.5	63.0	63.5

FOR THE BENEFIT OF:  
J. KOKOLAKIS CONTRACTING, INC.



**ARCTURUS GROUP, LLC**  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS  
 2320 U.S. HIGHWAY 19, HOLIDAY, FLORIDA 34691  
 727-940-8888 FAX 727-940-3549  
 CERTIFICATE OF AUTHORIZATION LB 8069

CERTIFIED AS AN A BOUNDARY AND TOPOGRAPHIC SURVEY  
 LAST DAY OF FIELD WORK: 1/22/2013

EDWARD C. CLIFT, P.E.M.  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 3983  
 SUCCESSOR IN BEARS THE SIGNATURE AND THE ORIGINAL RAISED  
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS  
 DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL  
 PURPOSES ONLY AND IS NOT VALID.

**BOUNDARY, TOPOGRAPHIC  
 AND TREE SURVEY**

DATE	NO.	REVISION

SCALE:	SHEET NO.
1" = 30'	1
DRAWN BY:	OF
CHECKED BY:	1
JOB NO:	
2015002	





**MEMORANDUM**

**To:** Mayor and Board of Commissioners

**Staff:** Allie Keen, AICP, Senior Planner

**Date:** October 25, 2022

**Subject:** Application #22-34 – Livery Stable Rezoning & Land Use Amendment

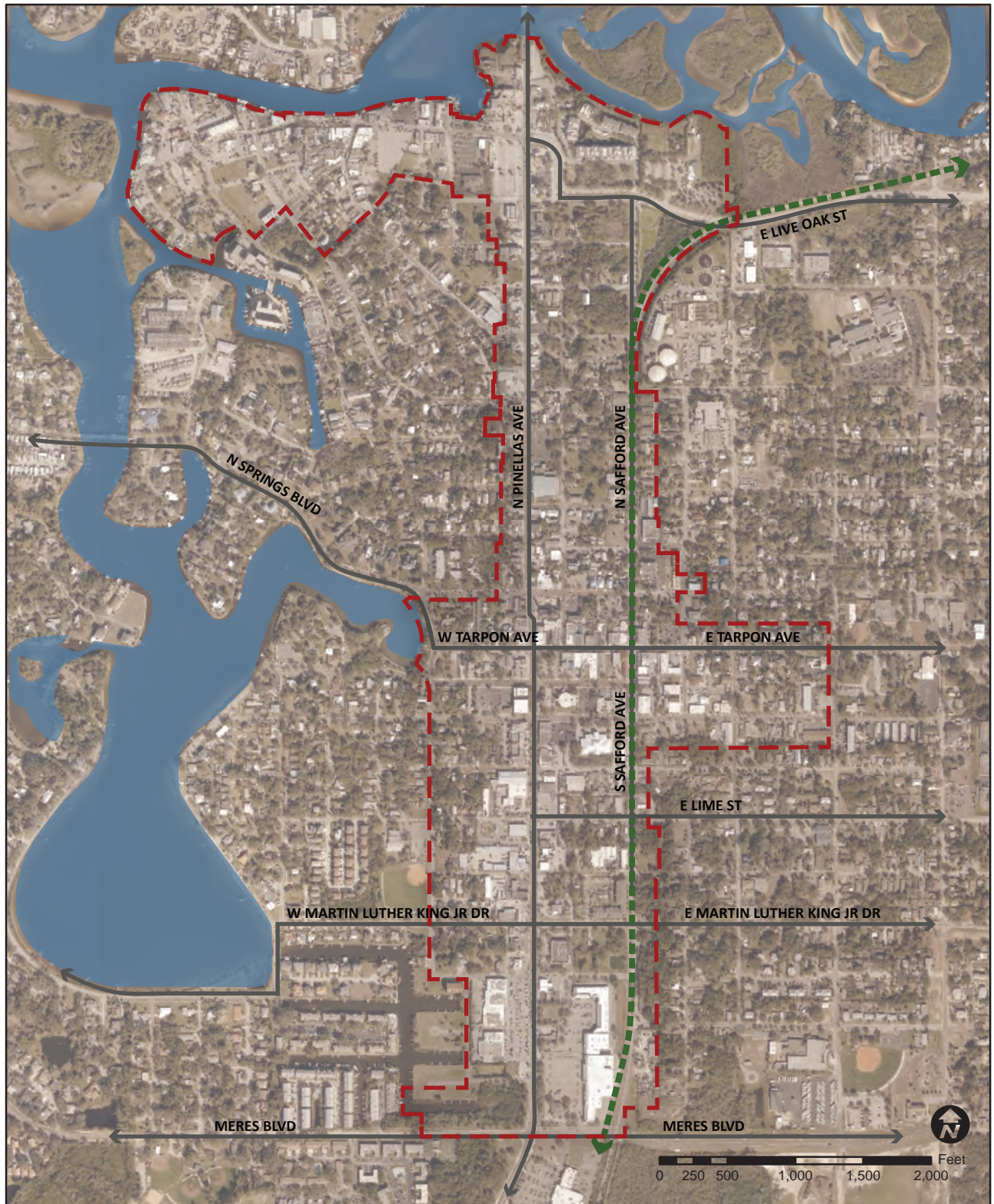
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If approved, this land use amendment and rezoning application require amendments to all maps within the Special Area Plan and the SmartCode to reflect the new boundary. The following maps have been updated to reflect the revised boundary and are included in the backup materials for your reference:

1. Special Area Plan Map Updates:
  - a. Map 1-3: Study Area Map
  - b. Map 2-1: Transportation Network
  - c. Map 2-2: Existing Land Use
  - d. Map 2-3: Generalized Future Land Use
  - e. Map 3-1: Special Area Plan Character Districts
  - f. Map 4-1: Redevelopment Probability – Vacant/Redevelopment Properties
  - g. Map 5-1: Coastal High Hazard Areas
2. SmartCode Map Updates:
  - a. Map 2A: Special Area Plan Street Types
  - b. Map 5A: Transect Zones
  - c. Map 5B: Special Area Plan Character Districts
  - d. Map 5C: Coastal High Hazard Areas






# SAP Map 1-3: Study Area Map



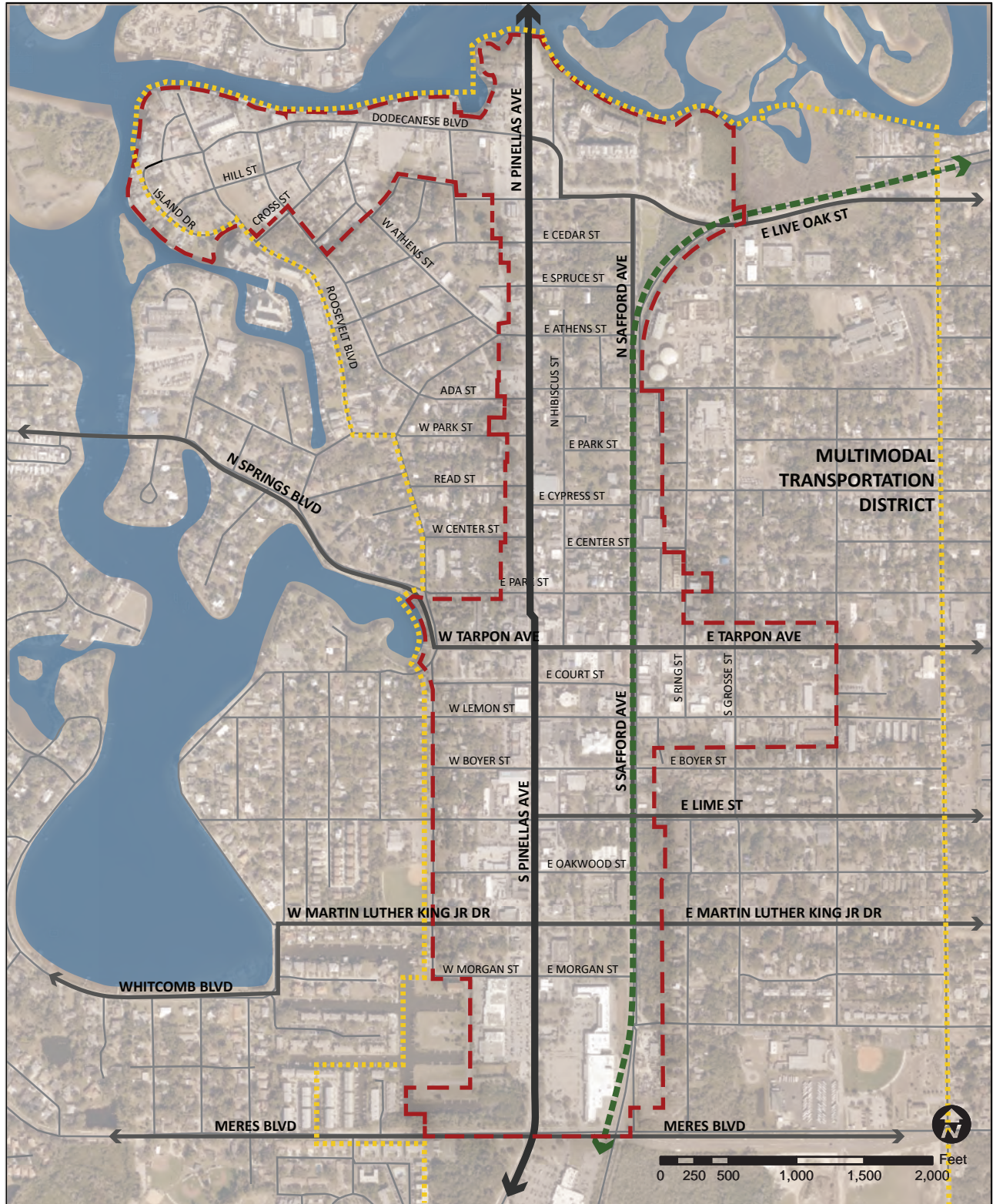
## CITY OF TARPON SPRINGS - SPONGE DOCKS and CRA SPECIAL AREA PLAN Study Area

### LEGEND







-  SAP Study Area
-  Major Arterial
-  Pinellas Trail



# SAP Map 2-1: Transportation Network

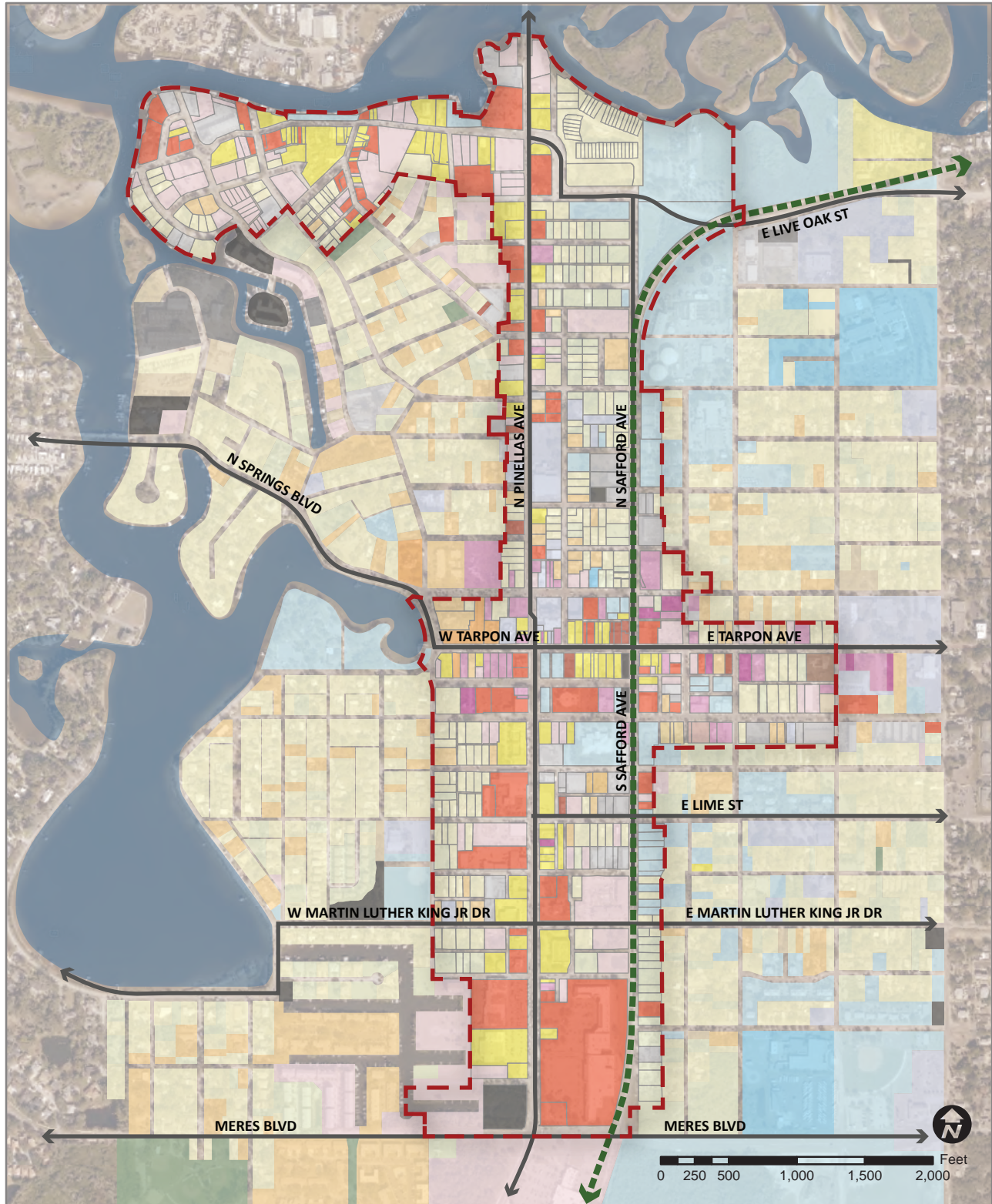


## CITY OF TARPON SPRINGS - SPONGE DOCKS and CRA SPECIAL AREA PLAN Transportation Network and MMTD

LEGEND	
	SAP Study Area
	MMTD
	Arterial
	Collector
	Local
	Pinellas Trail



## SAP Map 2-2: Existing Land Use



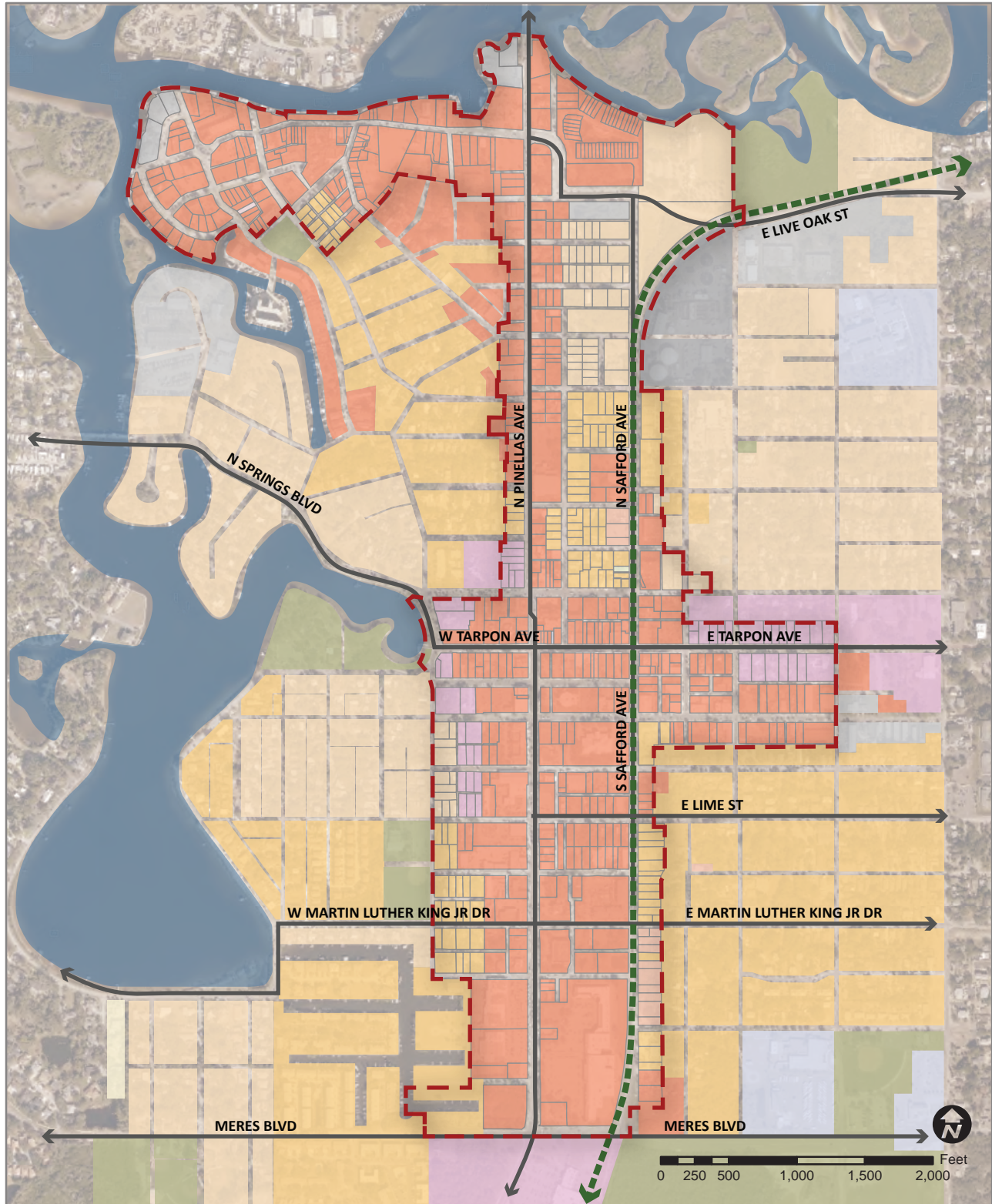
### CITY OF TARPON SPRINGS - SPONGE DOCKS and CRA SPECIAL AREA PLAN Existing Land Use

#### LEGEND

SAP Study Area	Single Family Res.	Mixed Use Commercial	High Industrial	Cemetery
Major Arterial	Mobile Home	Low Office	Industrial Open Storage	Trans. & Utilities
Pinellas Trail	Mixed Use Residential	High Office	Civil Club & Non-Profit	Vacant Commercial
	Multi-family	General Warehouse	City/County/State Commercial	Vacant Industrial
	Hotel	Low Industrial	Civic-Library/Public School	Vacant Land
	Commercial	Mid Industrial	Park	
















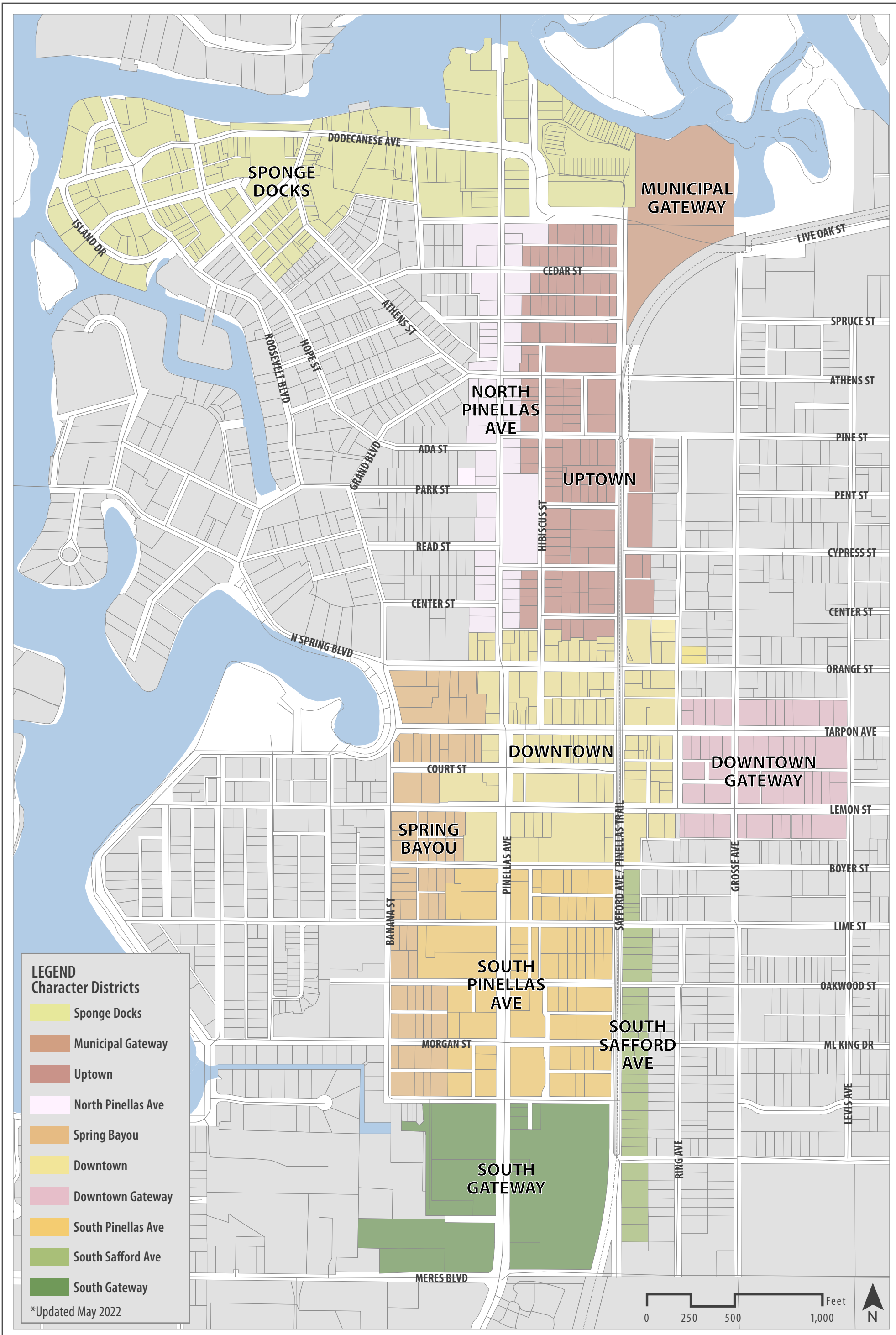
## SAP Map 2-3: Generalized Future Land Use



### CITY OF TARPON SPRINGS - SPONGE DOCKS and CRA SPECIAL AREA PLAN Future Land Use

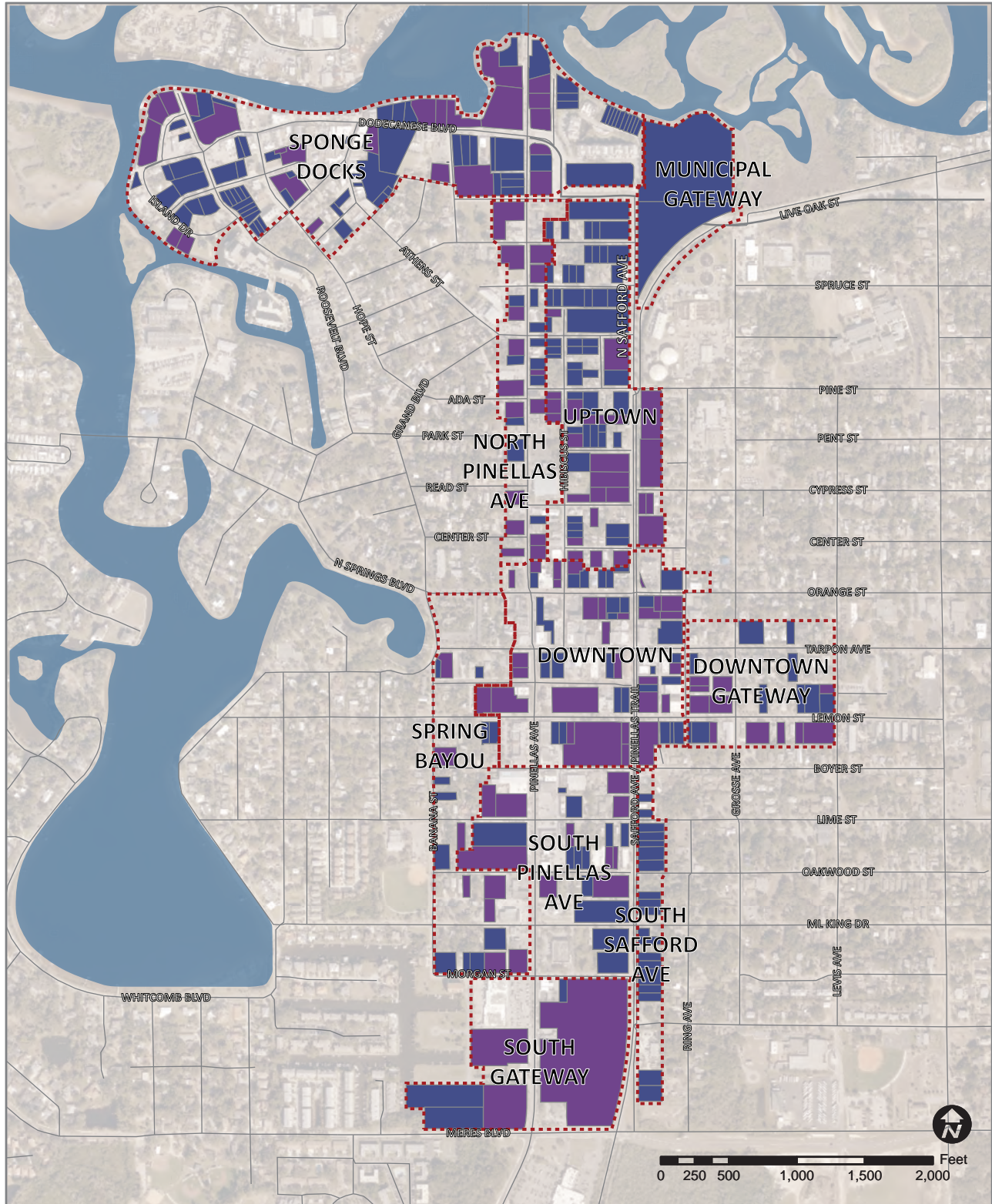
#### LEGEND

 SAP Study Area	 Residential Low	 Transportation Utility
 Major Arterial	 Residential Urban	 Industrial Limited
 Pinellas Trail	 Residential Medium	 Institutional
	 Res. Office General	 Recreation Open Space
	 Commercial Neighborhood	
	 Commercial General/Commercial Limited	





# SAP Map 4-1: Redevelopment Probability - Vacant/Redevelopment Properties

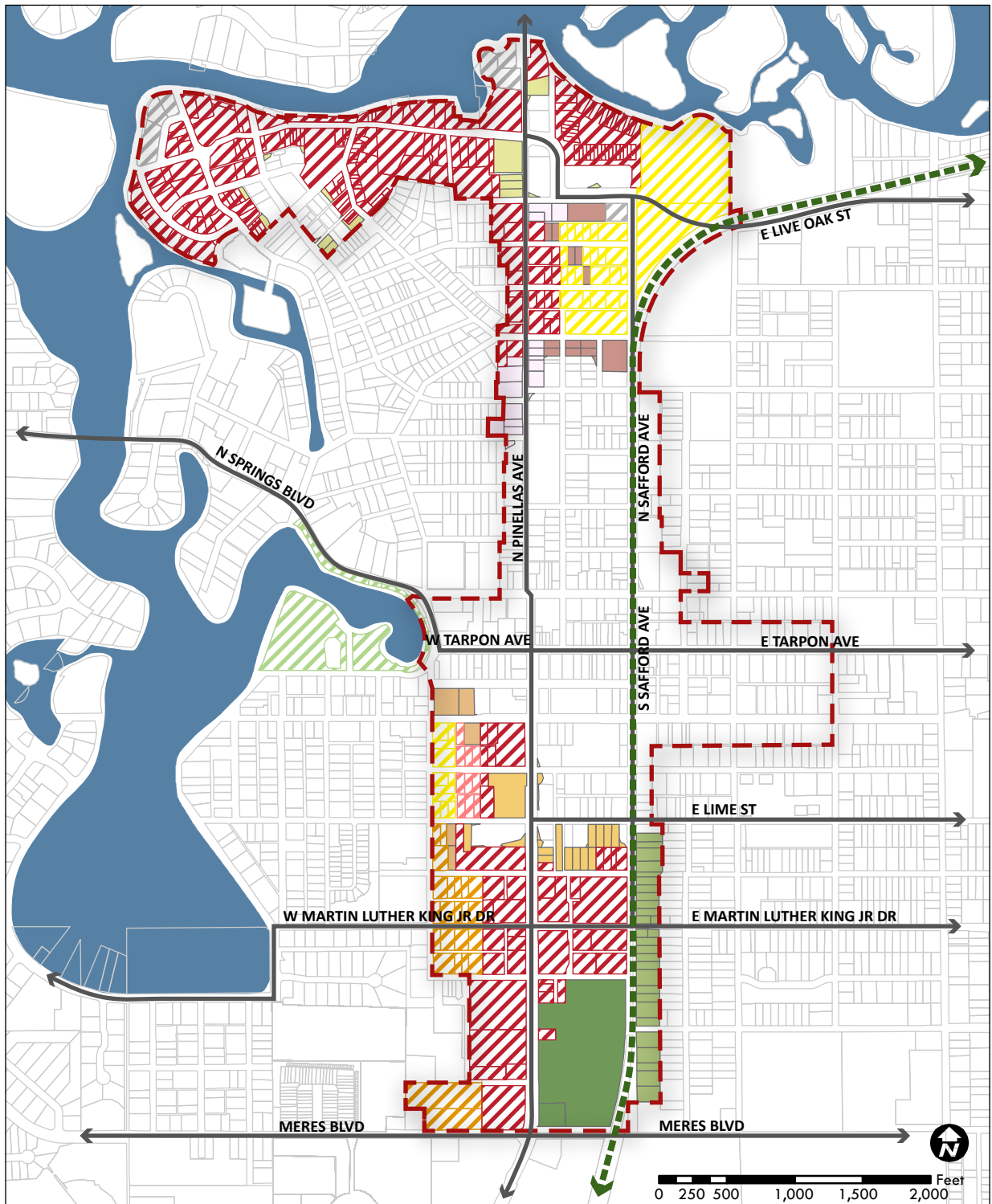


## CITY OF TARPON SPRINGS - SPONGE DOCKS and CRA SPECIAL AREA PLAN Redevelopment Probability - Vacant and Redevelopment Properties

### LEGEND

- Character District Boundaries
- Streets
- Vacant Parcels
- Redevelopment Parcels

# SAP Map 5-1: Coastal High Hazard Areas



## CITY OF TARPON SPRINGS - SPONGE DOCKS and CRA SPECIAL AREA PLAN Coastal High Hazard Area (CHHA) - Updated December 2020\*

### LEGEND

#### CHHA Parcels 2010

- Residential Urban  
DU = 7.5 FAR = 0.4
- Residential Medium  
DU = 15 FAR = 0.5
- Residential/Office General  
DU = 15 FAR = 0.5
- Commercial General/Commercial Limited  
DU = 15 FAR = 0.55
- Industrial Limited  
DU = 0 FAR = 0.5
- Recreational Open Space  
DU = 0 FAR = 0.25

#### CHHA Parcels Current

- Sponge Docks  
DU = 14 FAR = 0.65
- Uptown  
DU = 12 FAR = 0.65
- North Pinellas Ave  
DU = 14 FAR = 0.75
- Spring Bayou  
DU = 12 FAR = 0.5
- South Pinellas Ave  
DU = 18 FAR = 1.0
- South Safford Ave  
DU = 10 FAR = 0.35
- South Gateway  
DU = 18 FAR = 1.0

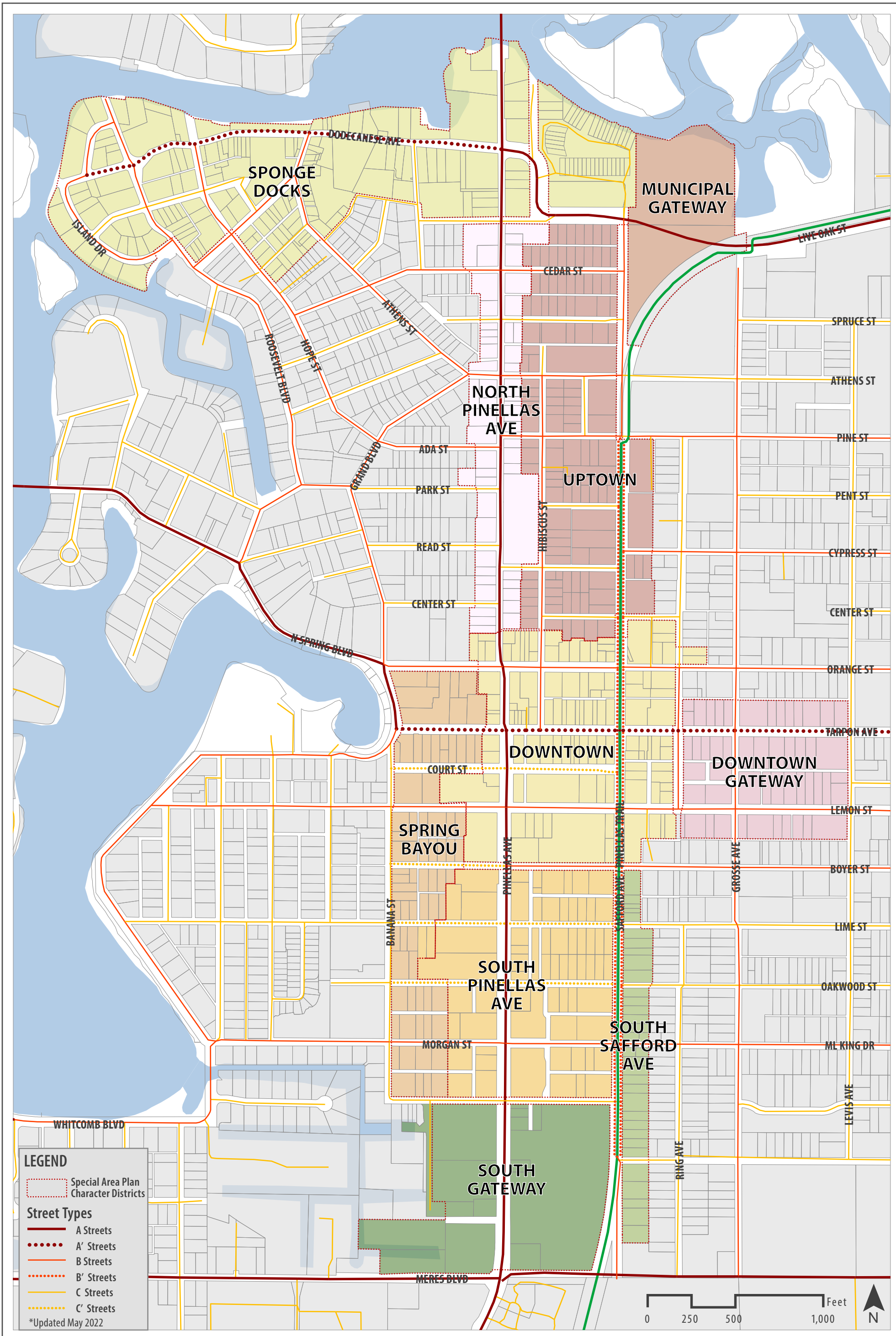
SAP Study Area

Major Arterial

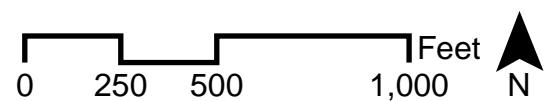
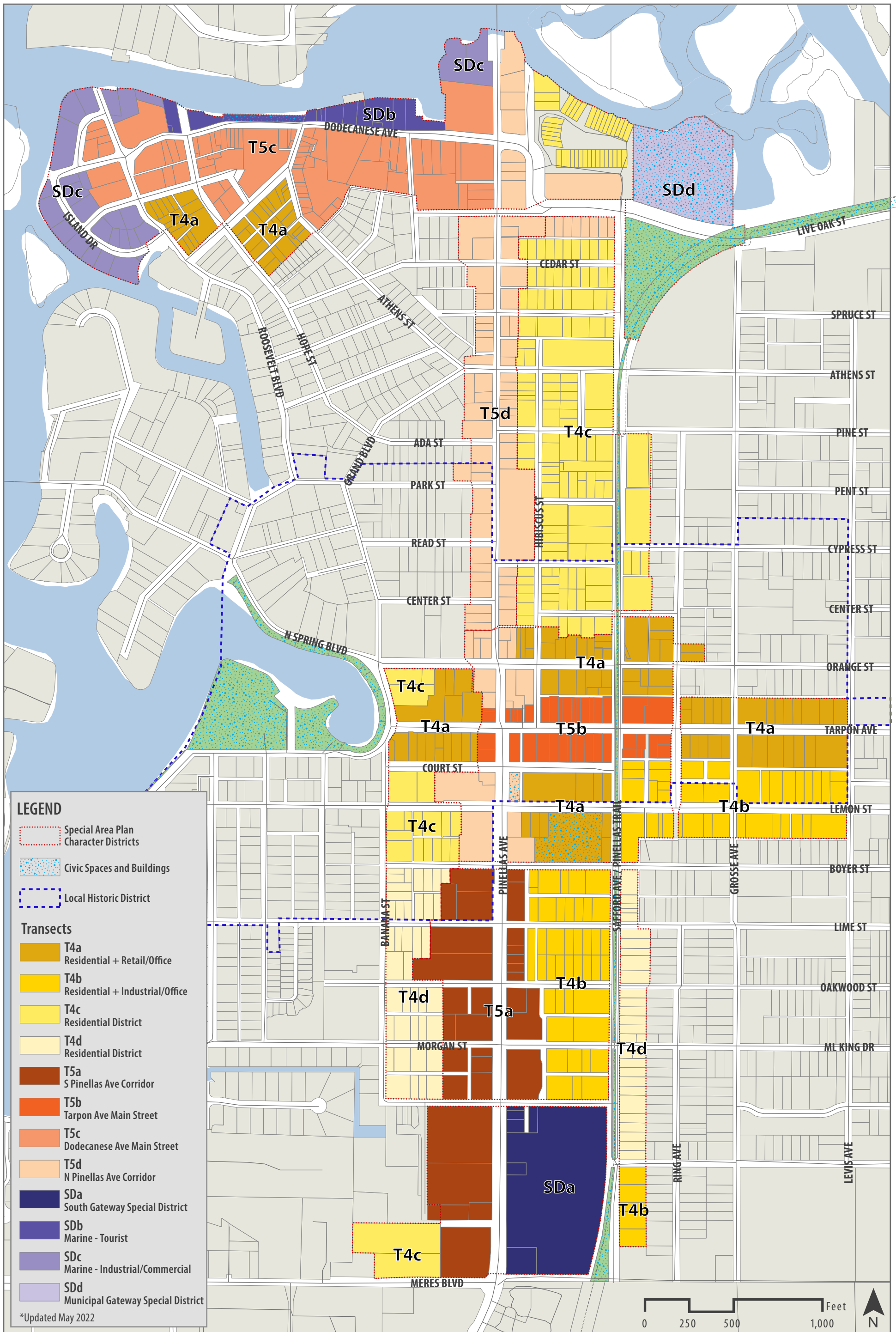
Pinellas Trail

\* Contact the Planning and Zoning Department for CHHA verification.

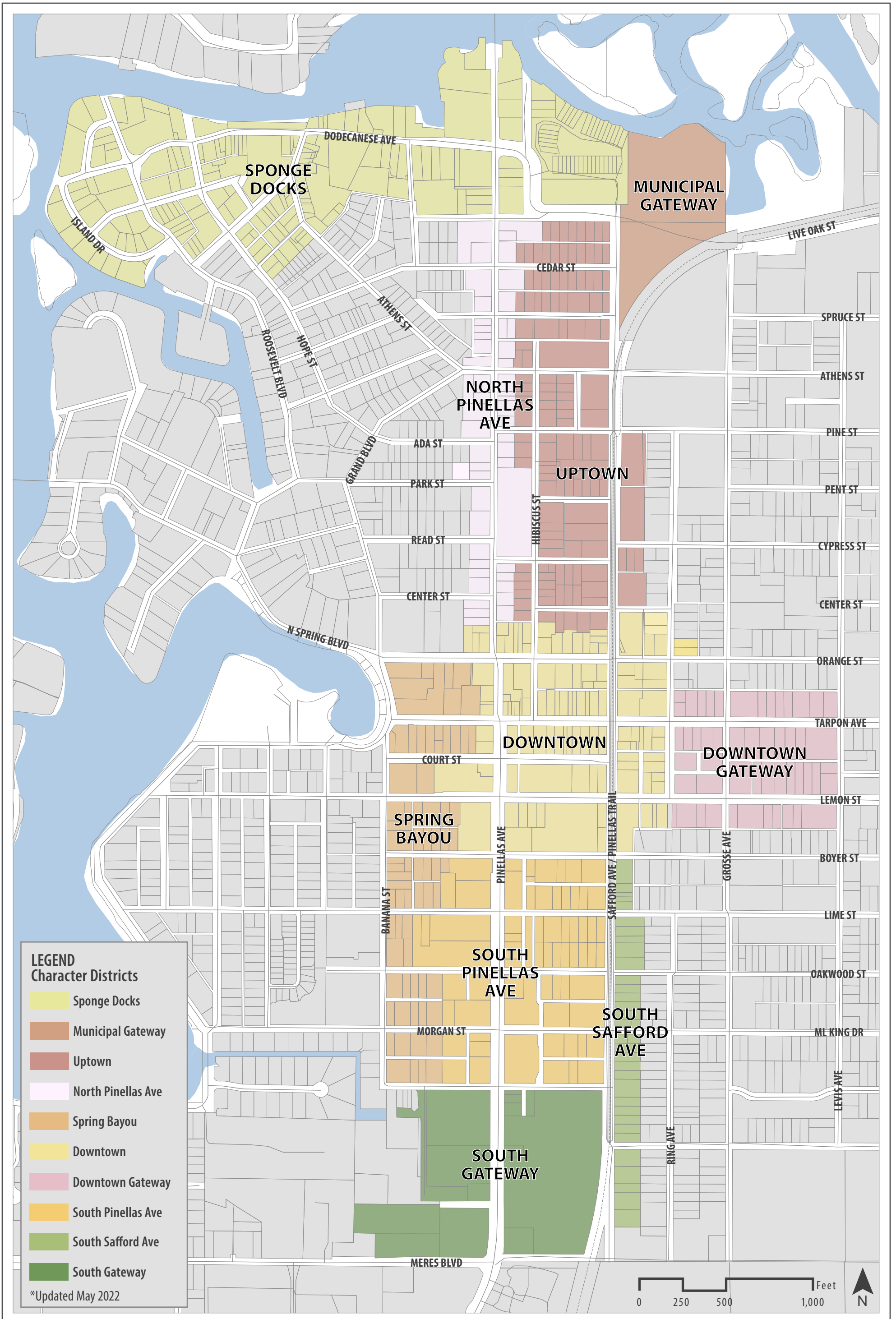




SmartCode Map 5A: Transect Zones

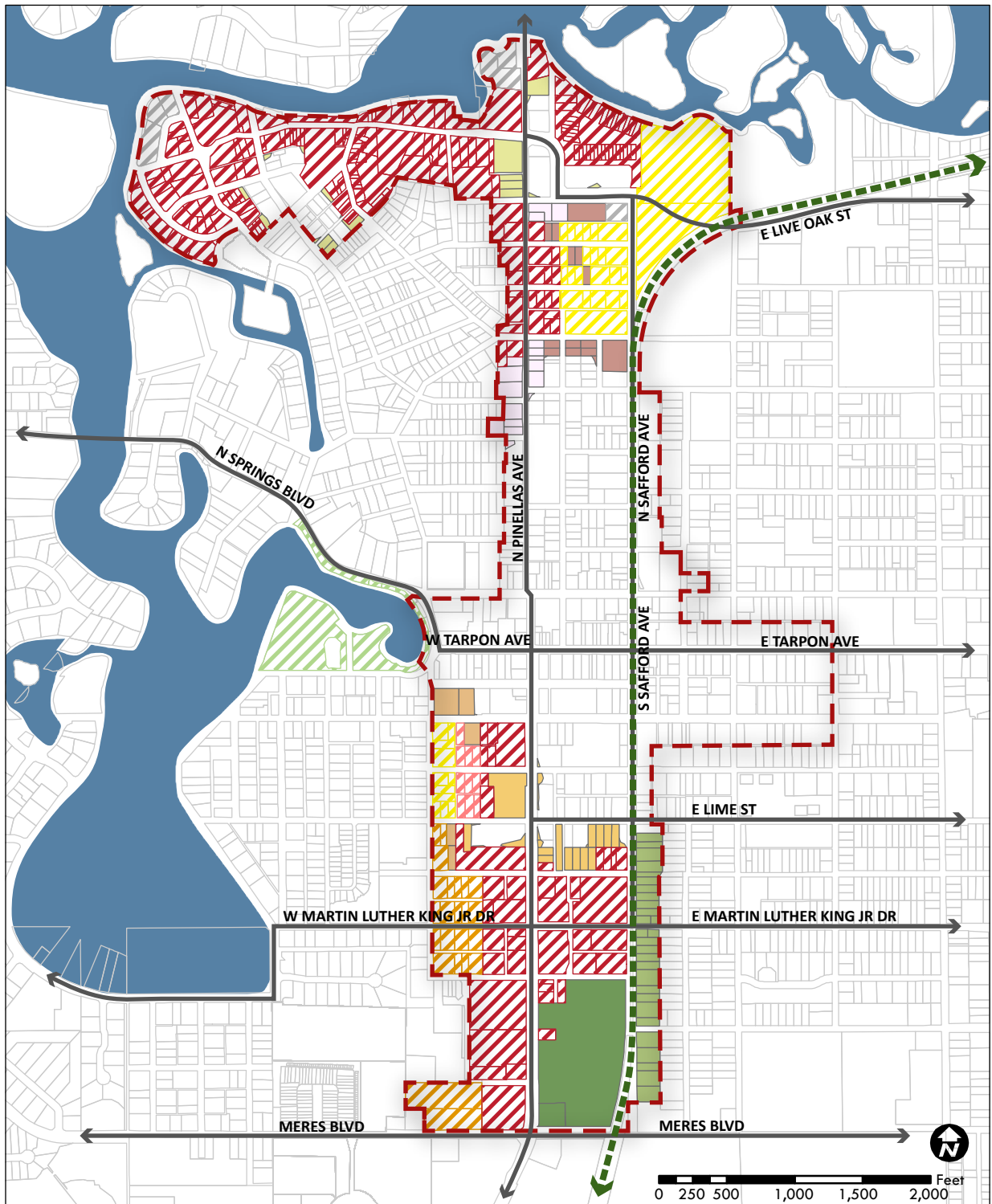








# SmartCode Map 5C: Coastal High Hazard Areas



## CITY OF TARPON SPRINGS - SPONGE DOCKS and CRA SPECIAL AREA PLAN Coastal High Hazard Area (CHHA) - Updated December 2020\*

### LEGEND

#### CHHA Parcels 2010

- Residential Urban  
DU = 7.5 FAR = 0.4
- Residential Medium  
DU = 15 FAR = 0.5
- Residential/Office General  
DU = 15 FAR = 0.5
- Commercial General/Commercial Limited  
DU = 15 FAR = 0.55
- Industrial Limited  
DU = 0 FAR = 0.5
- Recreational Open Space  
DU = 0 FAR = 0.25

#### CHHA Parcels Current

- Sponge Docks  
DU = 14 FAR = 0.65
- Uptown  
DU = 12 FAR = 0.65
- North Pinellas Ave  
DU = 14 FAR = 0.75
- Spring Bayou  
DU = 12 FAR = 0.5
- South Pinellas Ave  
DU = 18 FAR = 1.0
- South Safford Ave  
DU = 10 FAR = 0.35
- South Gateway  
DU = 18 FAR = 1.0

SAP Study Area

Major Arterial

Pinellas Trail

\* Contact the Planning and Zoning Department for CHHA verification.

**ORDINANCE 2022-12**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR 0.32 ACRES, MORE OR LESS, OR REAL PROPERTY LOCATED AT 100 AND 108 NORTH RING AVENUE AT THE NORTHEAST CORNER OF NORTH RING AVENUE AND EAST ORANGE STREET, FROM LAND USE DESIGNATION RU (RESIDENTIAL URBAN) TO LAND USE DESIGNATION CRD (COMMUNITY REDEVELOPMENT DISTRICT), AND AMENDING THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA SPECIAL AREA PLAN TO INCLUDE SAID PROPERTY WITHIN THE ‘DOWNTOWN’ CHARACTER DISTRICT, AND AMENDING ALL MAPS WITHIN THE SPECIAL AREA PLAN TO REFLECT THE EXPANDED BOUNDARY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner of said property totaling 0.32 acres, MOL, has applied to amend the Future Land Use Map designation of the property from the RU (Residential Urban) category to the CRD (Community Redevelopment District) category, specifically within the ‘Downtown’ character district of the Sponge Docks and Community Redevelopment Area Special Area Plan (SAP); and,

**WHEREAS**, the permitted uses within the Downtown character district are compatible with the surrounding and existing land uses; and,

**WHEREAS**, the property owner has also applied to rezone (Ordinance 2022-11) the property from the CRM (Conditional Residential Mix) zoning district to the SAP (Special Area Plan) zoning district, specifically within the T4a (Residential + Office/Retail) transect zone of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area (SmartCode); and,

**WHEREAS**, the Planning and Zoning Board conducted a public hearing on this application on May 16, 2022; and,

**WHEREAS**, this Ordinance has been duly advertised in accordance with the requirements of Chapter 171, F.S. and the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

**Section 1. FINDINGS**

1. That the Board of Commissioners finds that this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. The Board of Commissioners finds that this amendment to the CRD (Community Redevelopment District) land use designation and the SAP’s ‘Downtown’ character district is appropriate.

**Section 2. LAND USE PLAN DESIGNATION**

The Future Land Use Map of the Future Land Use Plan Element of the Tarpon Springs Comprehensive Plan is hereby amended to Community Redevelopment District for the property described as:

“Lots 7 and 8 of J.K. Cheney’s Subdivision, according to the map or plat thereof, as recorded in Plat Book H2, Page 51 of the public records of Pinellas County, Florida.

**Section 3. EFFECTIVE DATE**

This Ordinance shall be effective upon approval in conjunction with approval of Ordinance 2022-11.

DRAFT

**ORDINANCE 2022-11**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF TARPON SPRINGS FOR 0.32 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 100 AND 108 NORTH RING AVENUE AT THE NORTHEAST CORNER OF NORTH RING AVENUE AND EAST ORANGE STREET, FROM ZONING DESIGNATION CRM (CONDITONAL RESIDENTIAL MIX) TO ZONING DESIGNATION SAP (SPECIAL AREA PLAN), AND AMENDING THE TRANSECT BASED INFILL CODE FOR THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA (SMARTCODE) TO INCLUDE SAID PROPERTY WITHIN THE T4A TRANSECT ZONE, AND AMENDING ALL MAPS WITHIN THE SMARTCODE TO REFLECT THE EXPANDED BOUNDARY; PROVIDING FOR FINDINGS; AND PROVIDED AN EFFECTIVE DATE.**

**WHEREAS**, the property owner of record of said property totaling 0.32 acres, MOL, has requested to amend to the zoning district designation of the property from CRM (Conditional Residential Mix) to SAP (Special Area Plan), specifically within the T4a (Residential + Office/Retail) transect zone of the SmartCode; and,

**WHEREAS**, the applicant is also requesting a change to the Future Land Use designation (Ordinance 2022-12) from the RU (Residential Urban) category to the CRD (Community Redevelopment District) category, specifically within the 'Downtown' character district of the Sponge Docks and Community Redevelopment Area Special Area Plan (SAP); and,

**WHEREAS**, the proposed SAP (Special Area Plan) zoning district and T4a transect zone is consistent with the proposed future land use category of CRD (Community Redevelopment District) and Downtown character district of the SAP; and,

**WHEREAS**, the planned uses within the SAP zoning district and T4a transect zone are compatible with surrounding and existing land uses; and,

**WHEREAS**, the Planning and Zoning Board conducted a public hearing on this rezoning Ordinance on May 16, 2022; and,

**WHEREAS**, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

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

**Section 1. FINDINGS**

1. That the Board of Commissioners finds that this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.



2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.
3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

**Section 2. ZONING ATLAS AMENDMENT**

That the Official Zoning Atlas of the City of Tarpon Springs is hereby amended for the property described as:

“Lots 7 and 8 of J.K. Cheney’s Subdivision, according to the map or plat thereof, as recorded in Plat Book H2, Page 51 of the public records of Pinellas County, Florida.”

**Section 3. EFFECTIVE DATE**

This Ordinance shall be effective upon approval and in conjunction with approval of Ordinance 2022-12.

DRAFT

# LIVERY STABLE

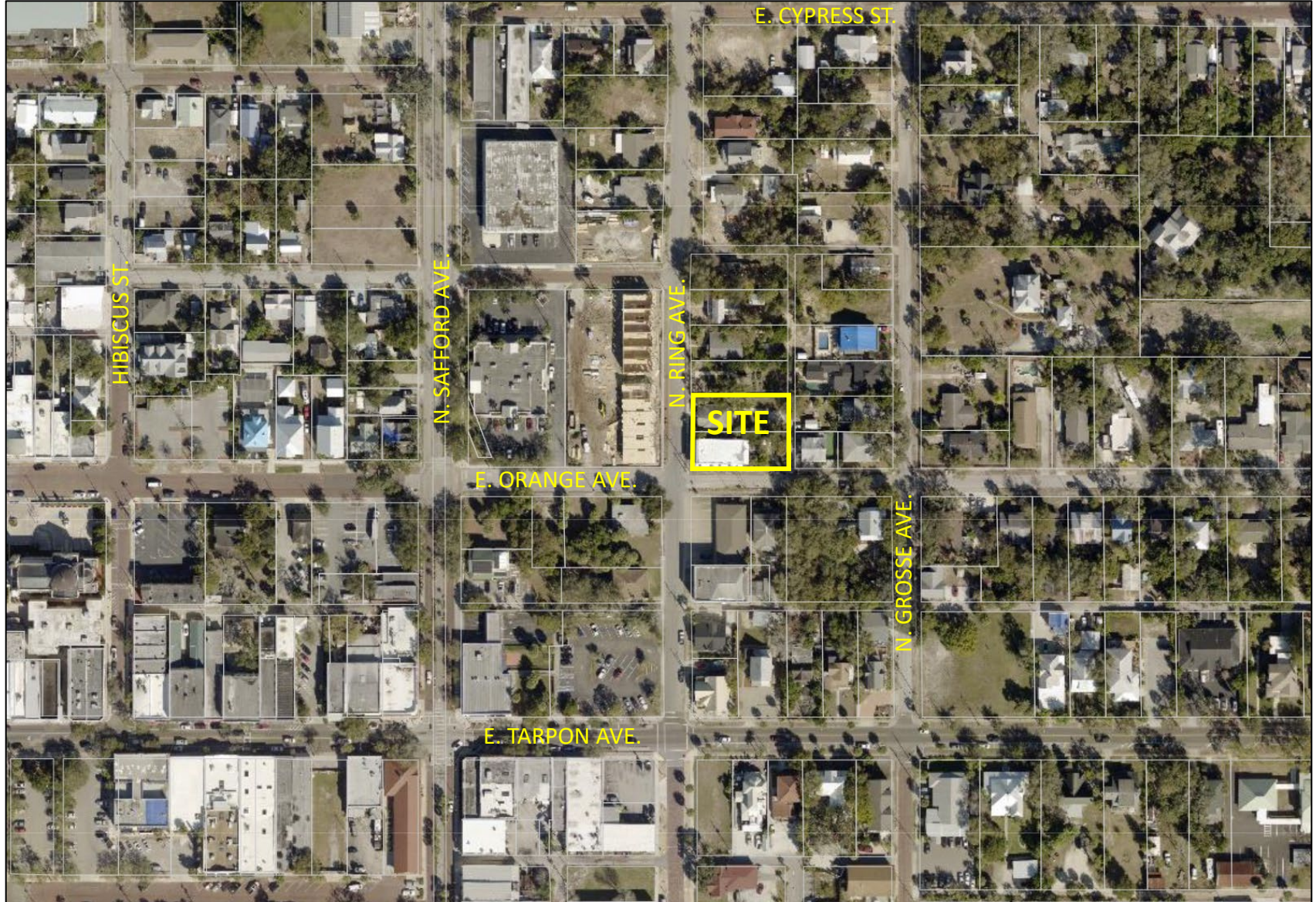
## #22-80

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Planning & Zoning Board – August 22, 2022  
Board of Commissioners – November 8, 2022



# LOCATION & CONTEXT



# REQUEST

- **#22-80 – Conditional Use – Hotel**

- Property Size: +/- 0.32 acres
- Current Land Use: RU (Residential Urban)\*
- Current Zoning: CRM (Conditional Residential Mix)\*
  - \*Proposed Special Area Plan/SmartCode Designations:
    - **SAP** (*land use*) – ‘Downtown’ Character District
    - **SmartCode** (*zoning*) – ‘T4a’ (Residential + Retail/Office)
- Proposed Use of Property: Hotel
  - 8-Room Hotel with small lobby/reception area within existing 2-story, historic structure
  - Existing single-family home will remain as is

- **Applicant/Owner:** Joseph Kokolakis/Livery Stable LLC





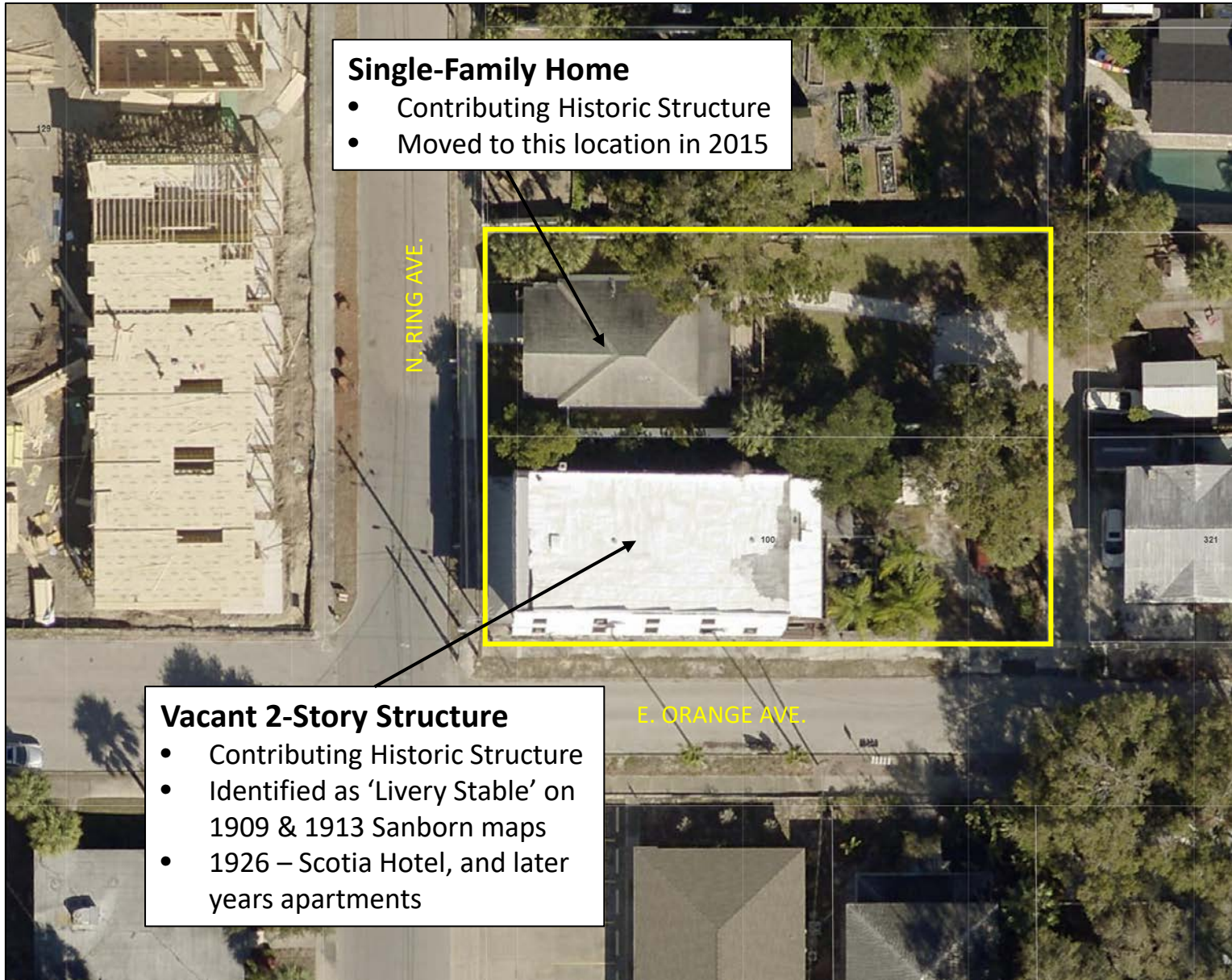
# CURRENT SITE CONDITIONS

## Single-Family Home

- Contributing Historic Structure
- Moved to this location in 2015

## Vacant 2-Story Structure

- Contributing Historic Structure
- Identified as 'Livery Stable' on 1909 & 1913 Sanborn maps
- 1926 – Scotia Hotel, and later years apartments

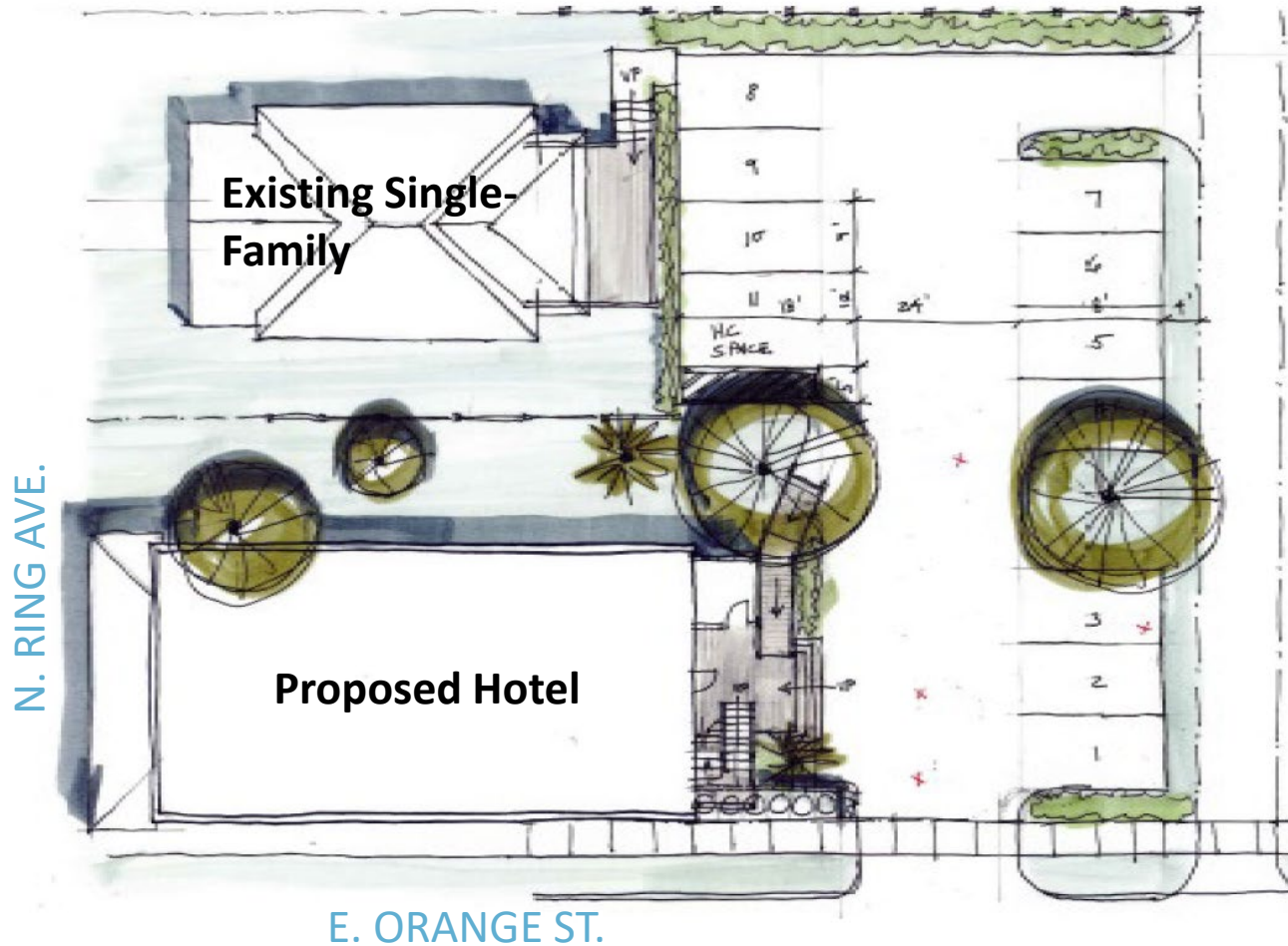


# REQUEST

- Lodging Density:
  - Downtown Character District = 50 rooms per acre
  - Permitted = maximum 14 rooms (accounts for existing single-family residence)
  - Proposed = 8 rooms
- Hotel Operations:
  - Owner/Operator's Office and Maintenance Department located across the street at 201 E. Center Street. Business model implements a self-check in kiosk in lieu of a staffed lobby.
  - Reservations are made online
  - Check-In/Check-Out managed through kiosk
  - Service requests can be made by guest's phones or the kiosk and will be directed to the maintenance team located across the street.



# CONCEPTUAL SITE PLAN



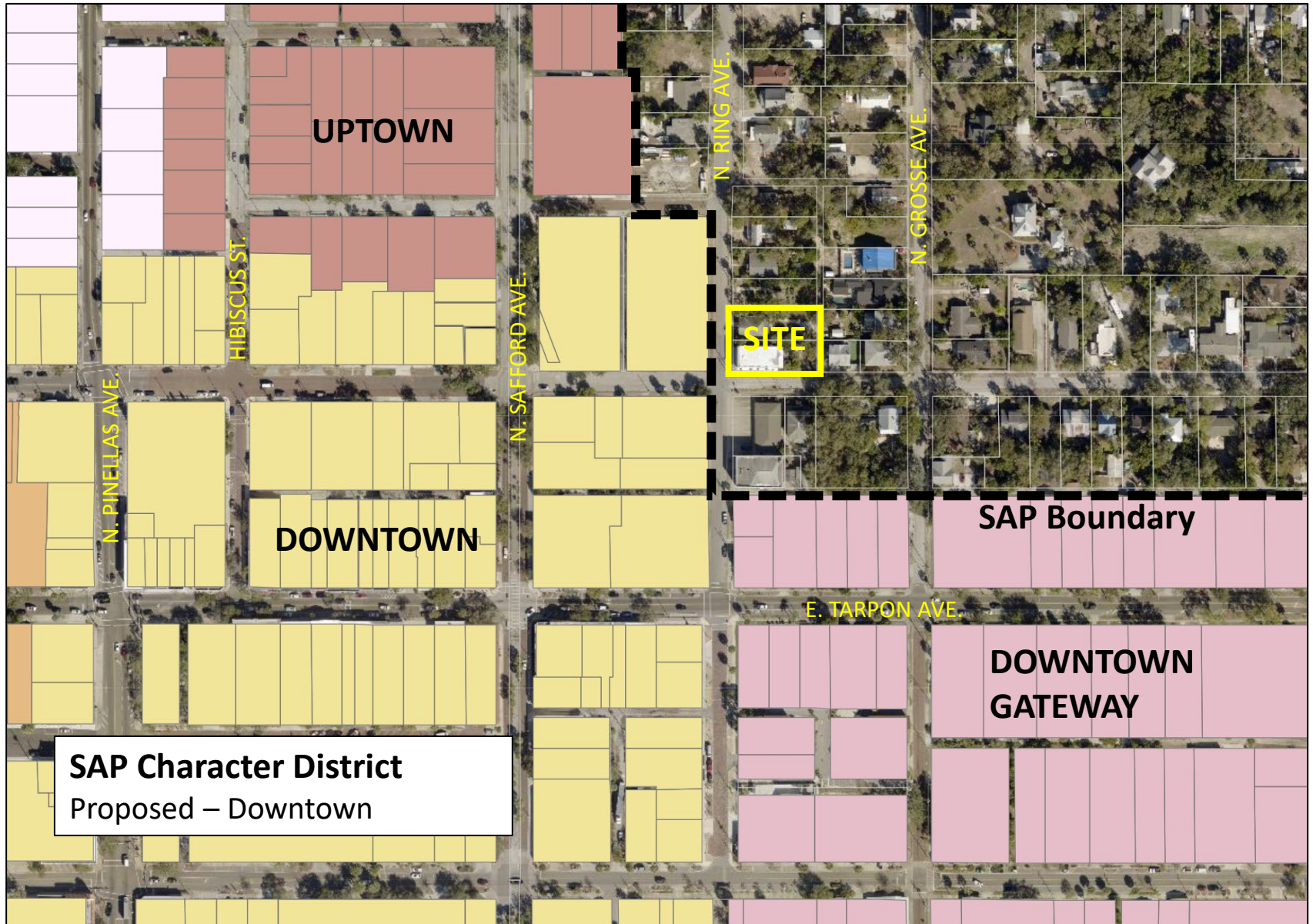
## SmartCode Table 4E(ii):

- Minimum Parking = 1 space per lodging unit\*
- Proposed = 11 spaces

*\*SmartCode Section 4.6.2 does not require adaptive reuse projects from providing additional parking.*



# SURROUNDING CHARACTER DISTRICTS





# REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code.** The parking lot requires site plan and HPB review and approval as a separate application. All interior renovations/modifications will comply with the requirements of the Florida Building Code.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** The project is proposed to be incorporated within the Downtown Character District of the SAP and is only 1 block north of Tarpon Avenue, the district's focal point. The Downtown character district is intended to promote retail development and mixed use to support the commercial entities on Tarpon Avenue. A small lodging facility within walking distance of the downtown core is consistent and carries out the overall intent of the character district.
- 3) **The use is consistent with the Comprehensive Plan.** The use is consistent with the City's Comprehensive Plan and SAP.
- 4) **The use will not adversely impact historical or environmental resources.** Both structures on site are classified as contributing historic structures. All exterior modifications require HPB review and approval. The proposed use will not negatively impact the historic significance of the structure, rather restore a former historic use of the property as a hotel.



# REVIEW CRITERIA – CONDITIONAL USE

- 5) **The use will not adversely affect adjoining property values.** The property is within a mixed use area that includes retail, office, and residential uses. Further, the site is one block north of Tarpon Avenue, the core of Downtown. The proposed use supports the mixed use area and is not expected adversely affect adjoining property values.
- 6) **The use will not adversely impact nor exceed the City’s capacity to serve with public facilities.** Public facilities are available to this project. The project will not negatively affect the City’s ability to provide services.
- 7) **The use shall provide for efficient and orderly development.** The proposed use makes use of a historic building within the City’s downtown. The use will enhance and carry out the intent of the Downtown Character District of the SAP. The City does not expect to incur any costs in providing public facilities.



# PRELIMINARY STAFF RECOMMENDATION

**#22-80 – *Approval*** of Resolution 2022-29 with the following conditions:

1. The conditional use shall be contingent on the approval of Ordinance 2022-12 (Future Land Use Amendment) and Ordinance 2022-11 (Rezoning) (Application #22-34).
2. The hotel shall be limited to a maximum of 8 rooms.
3. A site plan must be submitted within 1 year of the conditional use approval.
4. The applicant must obtain all necessary building permit and Heritage Preservation Board approvals for the proposed building and site modifications.

**Public Notice – 1 written response received**



# PLANNING & ZONING BOARD RECOMMENDATION

The Planning & Zoning Board heard this application at their regular meeting on August 22, 2022 and voted unanimously to recommend approval of this application, including staff's recommended conditions.

**Public Comment** – There were 2 members of the public who spoke in opposition of the request. Their concerns included the dislike of a parking lot onsite, the encroachment of commercial into the residential area, and the excessive amounts of existing lodging in the area.





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING BOARD / BOARD OF**  
**COMMISSIONERS [AUGUST 22, 2022 / NOVEMBER 8, 2022]**

**STAFF REPORT**

**Application No. / Project Title:** #22-80 (Livery Stable)  
**Staff:** Allie Keen, AICP, Senior Planner  
**Applicant / Owner:** Joseph Kokolakis / Livery Stable LLC  
**Property Size:** +/- 0.32 acres  
**Current Zoning:** CRM (Conditional Residential Mix)  
**Proposed Zoning:** SAP (Special Area Plan) / T4a (Residential + Retail/Office)  
**Current Land Use:** RU (Residential Urban)  
**Proposed Land Use:** CRD (Community Redevelopment District)  
**Location / Parcel ID:** 100 & 108 N. Ring Ave. / 12-27-15-15210-000-0070

**BACKGROUND SUMMARY:**

The applicant is seeking conditional use approval to allow for a hotel within an existing 2-story, historic structure located downtown. The applicant is proposing to repurpose the existing structure into an 8-room hotel with a small lobby and reception area on the ground floor.

The applicants are currently in the process of rezoning and amending the land use of the subject property to incorporate it into the City's Sponge Docks and Community Redevelopment Area Special Area Plan (SAP). Upon approval of the rezoning, this property would be located within the T4a transect zone of the SmartCode, which allows hotels by conditional use.

**PRELIMINARY STAFF RECOMMENDATION:**

Staff recommends *approval* of Resolution 2022-29, with the following conditions:

1. The conditional use shall be contingent on the approval of Ordinance 2022-12 (Future Land Use Amendment) and Ordinance 2022-11 (Rezoning) (Application #22-34).
2. The hotel shall be limited to a maximum of 8 rooms.
3. A site plan must be submitted within 1 year of the conditional use approval.
4. The applicant must obtain all necessary building permit and Heritage Preservation Board approvals for the proposed building and site modifications.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board heard this application at their regular meeting on August 22, 2022 and voted unanimously (5-0) to recommend approval of this application, including the staff recommended conditions. There were 2 members of the public who spoke in opposition of this request. Their concerns included the dislike of a parking lot being added to the site, the encroachment of commercial into the residential area, and the excessive amounts of existing lodging in the area.



**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Single-family residential (108 N. Ring Ave.) & Vacant (100 N. Ring Ave.)
<b>Site Features:</b>	There is an existing single-family home located on the north side of the site and an existing 2-story structure on the south side.
<b>Vehicle Access:</b>	This property is located at the corner of N. Ring Avenue and E. Orange Street. The property also has access potential from an existing alleyway along the northside of the site.

**SURROUNDING ZONING & LAND USE:**

	<b>Zoning:</b>	<b>Land Use:</b>
<b>North:</b>	CRM (Conditional Residential Mix)	RU (Residential Urban)
<b>South:</b>	RO (Residential Office)	R/OG (Residential/Office General)
<b>East:</b>	R-70A (Single Family Residential)	RU (Residential Urban)
<b>West:</b>	SAP (Special Area Plan) T4a (Residential + Retail/Office)	CRD (Community Redevelopment District) Downtown Character District

**PLANNING CONSIDERATIONS:**

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The applicant is proposing to repurpose the existing 2-story, historic structure into an 8-room hotel with a small lobby and reception area on the ground story. According to the applicant, all rooms and common areas will be designed within the existing footprint and the building will not be expanded and there are no plans to modify the existing single-family structure on site (108 N. Ring Avenue).
2. The applicant has provided the following overview of the hotel operations as a part of this application:
  - a. The hotel owner/operator’s offices and maintenance department are located across the street at 201 E. Center Street. The business model, however, includes the implementation of a self-check in kiosk in lieu of a staffed lobby. The kiosk will be a standalone touchscreen device that allows guests to complete many tasks themselves.
  - b. Reservations: All reservations would be taken online. Guests will create, modify, or cancel their reservations using hotel management software that is integrated with the on-site kiosk.
  - c. Check-In: The kiosk software will find guest’s reservation, scan identification, collect payment method and create a digital room key.
  - d. Check-Out: The kiosk can also manage guest check-out with receipts being emailed directly to their account.
  - e. Service Requests: Using either their smart phone or the kiosk, guest can notify staff of any request which would be addressed by Operator’s maintenance team located across the street.
3. Upon approval of the companion land use and rezoning applications (#22-34), this property will be located within the Downtown character district and the T4a transect zone. Hotels require conditional use approval in the T4a district. The Downtown character district is intended to promote retail development and encourage medium density and mixed-use residential development to support the retail along Tarpon Avenue.
4. The general area is comprised of a mix of residential, retail, and office uses. The site is adjacent to the current SAP boundary to the west and a block north of Tarpon Avenue which has several commercial uses.



5. There are 2 existing structures on the subject site, a single-family residential home and a 2-story structure that is currently vacant. Both structures are classified as contributing structures in the Florida Master Site Files. The single-family home was moved to this property in 2015 from across the street in order to allow for the EcoVillage Townhomes to be constructed. The 2-story structure was identified on the 1909 and 1913 Sanborn maps as a Livery Stable, then in 1926 as the Scotia Hotel, and then later used as apartments and a single-family home. Any exterior or site modifications to either structure would be subject to review and approval of the Heritage Preservation Board.
6. Hotels within the Downtown character district are permitted up to 50 lodging units per acre, based on the property size and accounting for the existing residential unit, this property would be limited to a maximum of 14 lodging units. The applicant has indicated there will only be 8 rooms.
7. Typically, the SmartCode requires a total of 1 parking space per lodging unit. However, per SmartCode Section 4.2.6, the adaptive reuse of an existing building does not require additional onsite parking. Although parking is not a requirement, the applicant intends to provide parking onsite has provided a conceptual site plan with 11 parking spaces to the rear of the property. The proposed parking lot would be utilized by both the proposed hotel use and the existing residential home. The parking lot would have access from both Orange Street and the alleyway.

**REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:**

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial evidence. These standards, along with planning staff's provisional findings of fact are provided below:

**1. Conformance with the requirements of the Land Development Code.**

*Provisional Findings:* The proposed use of the site does not require any onsite modifications, however, the applicant proposes to construct a parking lot to the rear of the site. The parking lot would require site plan and Heritage Preservation Board review and approval as a separate application. All interior renovations/modifications will comply with the requirements of the Florida Building Code.

**2. The use to which the property may be put is appropriate to the property in question and is compatible with existing and planned uses in the area.**

*Provisional Findings:* The property is proposed to be incorporated within the Downtown character district of the City's Special Area Plan and only one block north of Tarpon Ave, the district's focal point. The Downtown character district is intended to promote retail development and mixed use to support the commercial entities on Tarpon Avenue. A small lodging facility within walking distance of the downtown core is consistent and carries out the overall intent of the character district and is compatible with the existing and planned uses in this area.

**3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.**

*Provisional Findings:* The conditional use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan and the Special Area Plan.

**4. The conditional use will not result in significant adverse impacts to the environment or historical resources.**

*Provisional Findings:* According to the Florida Master Site File form for this property, both structures are contributing historic structures in the City's Historic District. All exterior modifications would require review and approval by the Heritage Preservation Board under a separate application. The proposed use



will not negatively impact the historic significance of the structure, rather restore a former historic use of the property as a hotel. This property is not located within an environmentally sensitive area.

**5. The conditional use will not adversely affect adjoining property values.**

*Provisional Findings:* The property is located within a mixed use area that includes retail, office, and residential uses. Further, this property is one block north of the Tarpon Avenue, the core of the downtown. The proposed use supports the mixed use area and is not expected to adversely affect adjoining property values.

**6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.**

*Provisional Findings:* There are existing utilities available to serve this property and the proposed use will not require the extension of new public services to the site and will not substantially affect the ability of the City to provide adequate public facilities.

**7. The conditional use shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.**

*Provisional Findings:* The proposed conditional use makes use of a historic building within the City's downtown. The use will enhance and carry out the intent of the Downtown Character District of the Special Area Plan. The City does not expect to incur any costs in providing public facilities.

**TECHNICAL REVIEW COMMITTEE:**

The Technical Review Committee (TRC) reviewed this project on July 14, 2022, for completeness and conformance with the Comprehensive Plan, Special Area Plan, and SmartCode. The TRC determined that the application was complete and ready for processing. There were no further comments regarding the conditional use request from the TRC.

**PUBLIC CORRESPONDENCE:**

Notices were sent to property owners within 500 feet of the subject property; a legal notice was published in the Tampa Bay Times; and the property was posted. *Staff has received written response in opposition to this application. A copy of that letter has been provided as a part of the agenda backup materials.*

**ATTACHMENTS:**

1. Staff Presentation
2. Application Materials
3. Survey
4. Draft Resolution 2022-29
5. Public Response Letter



# LIVERY STABLE LLC

201 E. Center St.,  
Suite 2,  
Tarpon Springs, FL 34689

August 1, 2022

Tarpon Springs Planning & Zoning Department  
324 E Pine St.,  
Tarpon Springs, FL 34689

## **Project # 22-34**

Planning and Zoning Board:

During the TRC meeting the following questions were asked and responses have been provided below:

### **“Explain where parking will be provided on site.”**

Please see attached Exhibit “A” Site Plan indicating the proposed parking for both buildings. The Hotel requires 1 space per unit and the residential single family home requires 2 spaces per dwelling unit.

### **“Explain the hotel operations (i.e. staffed lobby/on site manager/online reservation system)”**

The Hotel Owner/Operator’s offices and maintenance department are located across Ring Avenue at 201 East Center Street. The Business Model, however, includes the implementation of a self-check in kiosk in lieu of a staffed lobby. The kiosk will be a standalone touchscreen device that allows guests to complete many tasks themselves.

Reservations: All reservations would be taken on-line. Guests will create, modify, or cancel their reservations using hotel management software that is integrated with the on-site kiosk.

Check-In: The kiosk software will find guest’s reservation, scan identification, collect payment method and create a digital room key.

Check-Out: The kiosk can also manage guest check-out with receipts being emailed directly to their account.

Service Requests: Using either their smart phone or the kiosk, guests can notify staff of any request which would be addressed by Operator's maintenance team located across the street.

**“Clarify the proposed hotel will be with in the existing building footprint (i.e. no building additions)”**

We have no plans to expand the building. All rooms and common areas will be designed within the existing footprint.

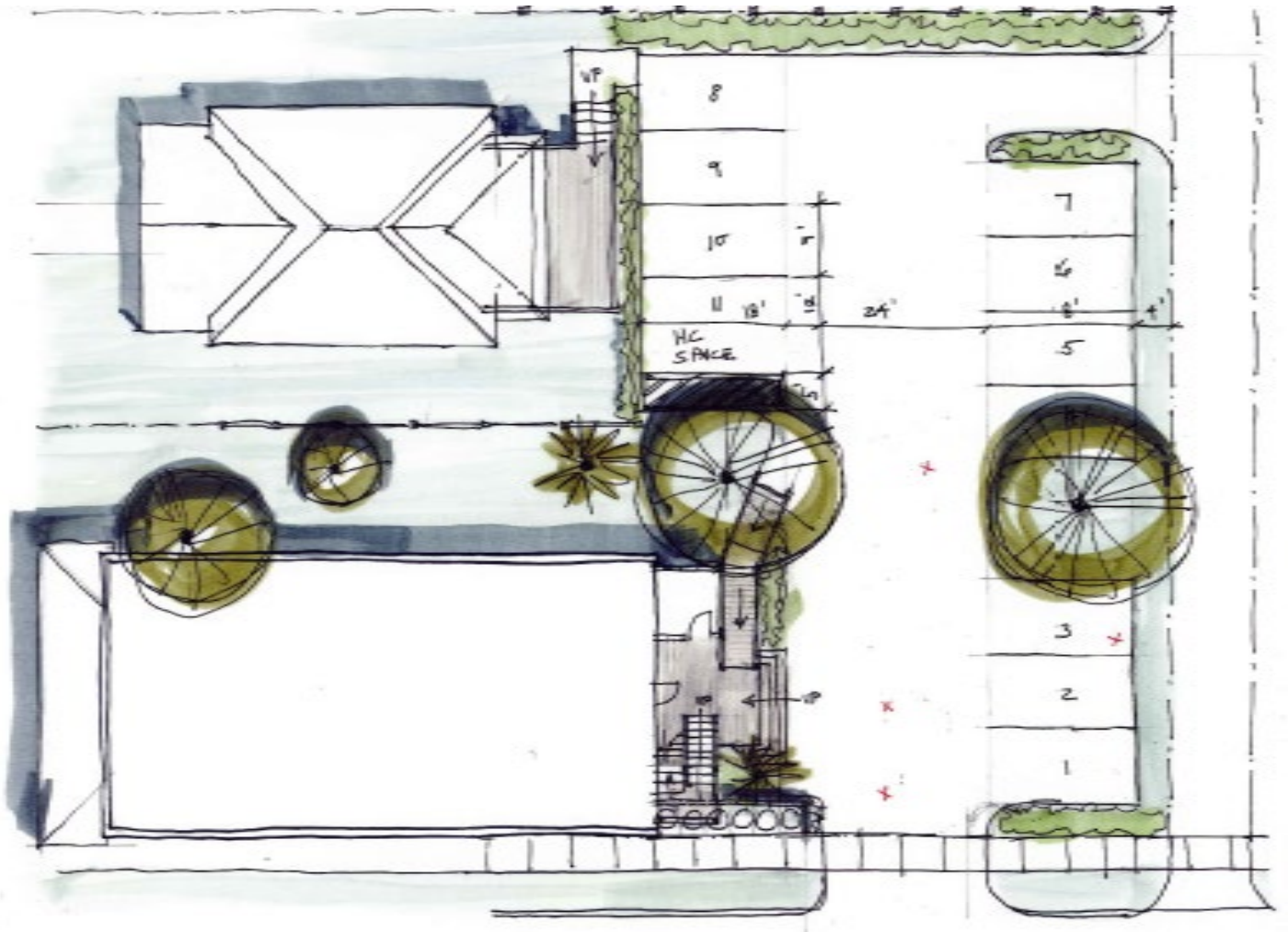
**“Clarify the existing single family home (108 N. Ring Ave) will remain as is.”**

The parcels have been combined and the two structures are owned by a single entity. We have no plans to modify 108 N Ring Avenue.

Thank you,

William Kochenour III  
Owner’s Representative

EXHIBIT "A" PROPOSED SITE PLAN



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

Lots 8, 14, 15 and 16, J.K. CHEYNEY'S SUBDIVISION, according to the map or plot thereof as recorded in Plot Book 2-H, Page 51, Public Records of Pinellas County, Florida.

**TOGETHER WITH**

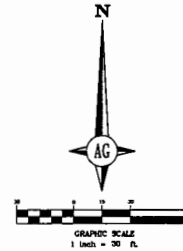
The South 125 feet of the East 75 feet of Lot 3, Block 28, TARPON SPRINGS OFFICIAL MAP, according to the map or plot thereof as recorded in Plot Book D-G, Page 800, Public Records of Pinellas County, Florida.

**TOGETHER WITH**

Lot 6, FERGUSON SUBDIVISION, according to the map or plot thereof as recorded in Plot Book 21, Page 30, of the Public Records of Pinellas County, Florida.

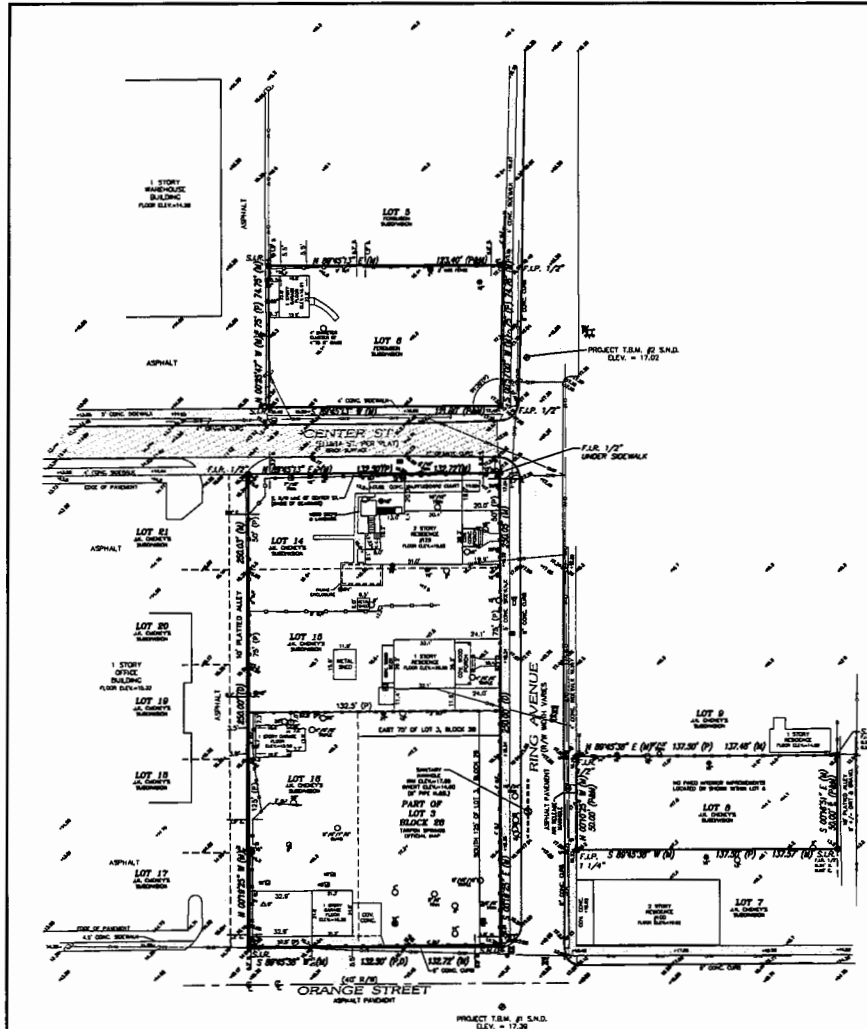
**SURVEYOR'S NOTES:**

- The Basis of Bearings for this survey is the South right-of-way line of Center St. being N 89°45'13" E (assumed).
- The accuracy standard used for this survey, as classified by the Minimum Technical Standards (24-17.03) Florida Administrative Code is "Commercial/High Risk". The minimum relative distance accuracy for this type of survey is 1 foot in 10,000 feet. Accuracy achieved exceeds this requirement.
- This survey was prepared with the benefit of the plot of Ferguson Subdivision recorded in Plot Book 21, page 30, of the public records of Pinellas County, Florida.
- This survey was prepared with the benefit of the plot of J.K. Cheyney's Subdivision (also known as J.K. Cheyney's Sub-Division of Lots 3 and 4 of Block 28 Town of Tarpon Springs) recorded in Plot Book 2-H (H2), Page 51, of the public records of Pinellas County, Florida.
- This survey was prepared with the benefit of the plot of Tarpon Spring Official Map (also known as Map of the Town of Tarpon Springs) recorded in Plot Book D-G, Page 800, of the Public Records of Pinellas County, Florida.
- This survey (as pertains to notes 4 and 5 above), was prepared with the benefit of a Commitment for Title Insurance issued by Old Republic National Title Insurance Company, prepared by C.A.R.E. Title Inc., 2625 Keystone Road, Suite 1, Tarpon Springs, Florida, having a file number D4-2015-133654-A1, Agent File Reference #2014222, and an effective date of December 29, 2014 at 11:00 PM.
- Other than as shown in note 7 above, no instruments of record reflecting easements, rights-of-way and/or ownership have been furnished except as shown hereon.
- Use of this survey by anyone other than those prepared for/certified to, will be the re-users sole risk without liability to the surveyor.
- There may be additional easements and/or restrictions affecting this property that may or may not be found in the Public Records of this county.
- Printed dimensions shown on the survey supersede scoled dimensions. There may be items drawn out of scale to graphically show their location.
- Calculated (c) geometry shown hereon was calculated using field located points and certain published data.
- Subsurface foundations and their locations have not been determined.
- No information on adjoining property owners was supplied to the surveyor.
- The subject property appears to lie within Flood Zone X, according to the Federal Emergency Management Agency National Flood Insurance Rate Map number 120259 0019 G, some effective date September 3, 2003.
- Elevations shown hereon are based upon the North American Vertical Datum, 1988 adjustment (NAVD 88). The control benchmark utilized is designated "SUP N", PID A02363, being a survey site set in the top of a concrete monument, stamped SLIP N, having an elevation of 22.81 feet.
- Specimen trees 4 inches and larger diameter at chest height were located.
- The locations of the underground utilities on/or their appurtenances were performed by a field survey and only located as shown on the Map of Survey. Only the underground utilities on/or their appurtenances which were visible from ground level to the surveyor on the actual day of the field survey were located and mapped. No excavations or subsurface work efforts of any kind were performed by the surveyor to verify the existence of any underground utilities and/or their appurtenances. The surveyor makes no guarantee that the underground utilities on/or their appurtenances shown comprise all such utilities in the area, either in service or abandoned.



- SYMBOL LEGEND**
- DENOTES AN DUSTING SPOT ELEVATION
  - DENOTES SANITARY MANHOLE
  - ⊙ DENOTES STONE DRAINAGE MANHOLE
  - ⊞ DENOTES STONE DRAINAGE GRATE INLET
  - ⊞ DENOTES MIXED END SECTION
  - ⊞ DENOTES GAS VALVE
  - ⊞ DENOTES WATER METER
  - ⊞ DENOTES WATER VALVE
  - ⊞ DENOTES WOODEN MARKER POST
  - ⊞ DENOTES GAS LINE MARKER POST
  - ⊞ DENOTES FIRE HYDRANT
  - ⊞ DENOTES FIBER OPTIC CABLE MARKER POST
  - ⊞ DENOTES TELEPHONE BOX
  - ⊞ DENOTES ELECTRICAL BOX
  - ⊞ DENOTES GUY ANCHOR WIRE
  - ⊞ DENOTES WOOD UTILITY POLE
  - ⊞ DENOTES CONCRETE UTILITY POLE
  - ⊞ DENOTES WOOD UTILITY/ALIGHT POLE
  - ⊞ DENOTES CONCRETE UTILITY/ALIGHT POLE
  - ⊞ DENOTES TRAFFIC SIGNAL POLE
  - ⊞ DENOTES TRAFFIC SIGNAL BOX
  - ⊞ DENOTES OVER HEAD WIRE(S)
  - ⊞ DENOTES CABLE BOX
  - ⊞ DENOTES SINK PIPE
  - ⊞ DENOTES BOX
  - ⊞ DENOTES BOLLARD
  - ⊞ DENOTES WOOD POST
  - ⊞ DENOTES TEMPORARY BENCHMARK (T.B.M.)

- TREE SYMBOLS & NOTE**
- DENOTES AN OAK TREE - SIZE INDICATED
  - DENOTES A PALM TREE - SIZE INDICATED
  - DENOTES A CEDAR TREE - SIZE INDICATED
  - DENOTES A CHINA BERRY TREE - SIZE INDICATED
  - DENOTES A MIMOSA TREE - SIZE INDICATED
  - DENOTES A HUMMELBEE TREE - SIZE INDICATED
  - DENOTES A CASHMERE TREE - SIZE INDICATED
  - DENOTES A FIG TREE - SIZE INDICATED
  - DENOTES AN AVOCADO TREE - SIZE INDICATED
  - DENOTES A SILK FLORES TREE - SIZE INDICATED
- A TREE LABELED "TRUNK" IS 3 TRUNKS MEASURED 4" ABOVE THE GROUND FROM 1 MAIN TRUNK.  
 TRUNK IS 3 TRUNKS MEASURED 4" ABOVE THE GROUND FROM 1 MAIN TRUNK. "CLIMB" IS 4 TRUNKS MEASURED 4" ABOVE THE GROUND FROM 1 MAIN TRUNK.



**ABBREVIATION LEGEND:**

T.A. - TYPED AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.P. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.M. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.L. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.C. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.B. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.S. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.T. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.U. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.V. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.W. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.X. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.Y. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.Z. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.A. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.B. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.C. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.D. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.E. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.F. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.G. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.H. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.I. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.J. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.K. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.L. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.M. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.N. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.O. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.P. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.Q. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.R. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.S. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.T. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.U. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.V. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.W. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.X. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.Y. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE
P.A.Z. - PHOTO AND NOTED INDICATED	BY - RECORD	BY - ONE FILE

FOR THE BENEFIT OF:  
**J. KOKOLAKIS CONTRACTING, INC.**



**ARCTURUS GROUP, LLC**  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS  
 2320 U.S. HIGHWAY 19, HOLIDAY, FLORIDA 34611  
 727-940-8888 FAX 727-940-3549  
 CERTIFICATE OF AUTHORIZATION LB 8069

CERTIFIED AS AN A BOUNDARY AND TOPOGRAPHIC SURVEY.  
 LAST DAY OF FIELD WORK: 1/22/2015

EDWARD C. CLAYTON, P.E.M.  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 3363  
 SUCCESSOR TO BEAR THE BORNE AND THE ORIGINAL RANGED  
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS  
 DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL  
 PURPOSES ONLY AND IS NOT VALID.

**BOUNDARY, TOPOGRAPHIC  
AND TREE SURVEY**

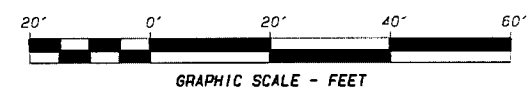
SCALE:	1" = 30'	SHEET NO.:
DRAWN BY:	E.T. & C.D.	1
CHECKED BY:	EC	OF
JOB NO.:	2015002	1

DATE	NO.	REVISION



# ALTA/NSPS LAND TITLE SURVEY

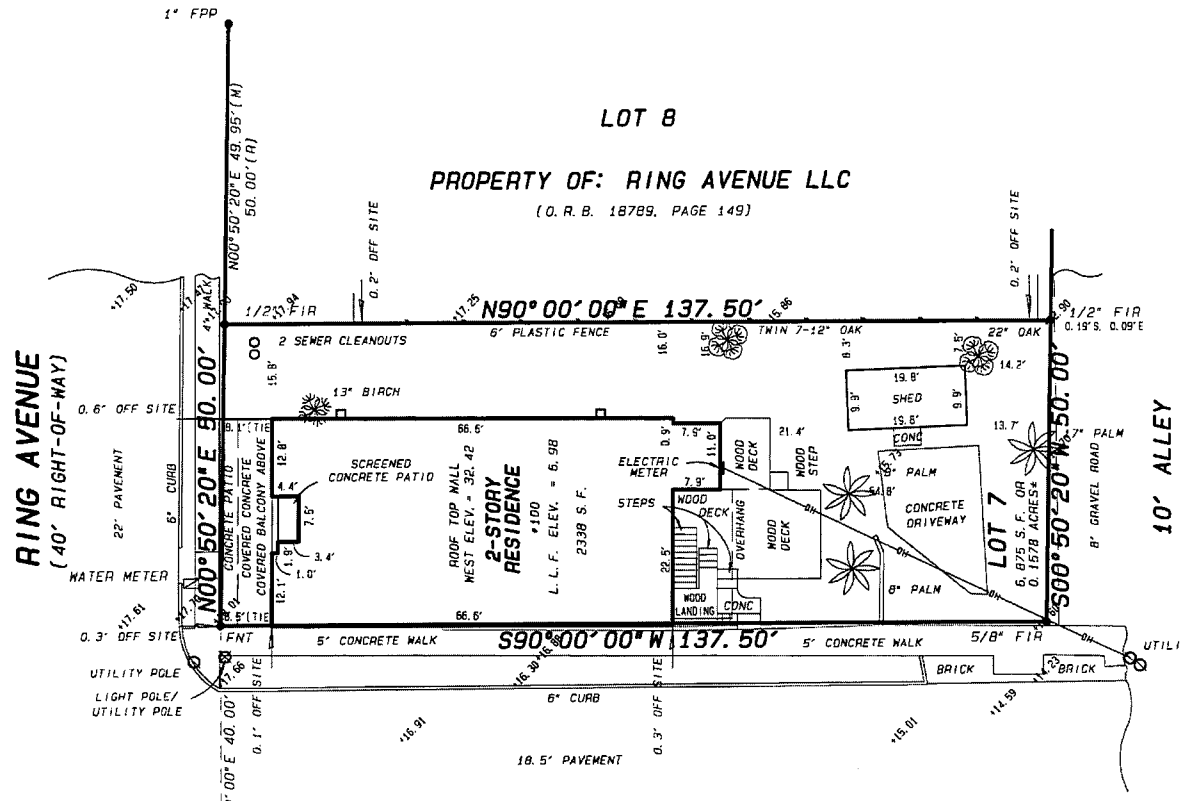
NORTH



LOT 8

PROPERTY OF: RING AVENUE LLC

(O. R. B. 18789, PAGE 149)



**SURVEYOR'S REPORT/NOTES:**

- ALL MATTERS CONTAINED IN THE TITLE COMMITMENT EXECUTED BY CHICAGO TITLE INSURANCE COMPANY (FILE NO. 21135 DATED: 4-09-2021) HAVE BEEN REVIEWED AND WERE APPLICABLE, PLOTTED HEREON.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY R/W OF ORANGE STREET BEARING S00°00'00" W (ASSUMED).
- ELEVATIONS SHOWN HEREON ARE BASED ON N.A. V.D. 1988.
- BENCHMARK: GPS DETERMINED.
- CALCULATED INFORMATION IS BASED ON (A) CONCEPTUAL RECREATION OF PLAT INTENT, (B) INFORMATION REQUIRED TO SET RECORD CORNERS, & OR (C) COMPILED DATA FROM SURROUNDING PLATS, DEEDS, AND CERTIFIED CORNER DOCUMENTS.
- ALL PROPERTY DIMENSIONS ARE RECORD UNLESS NOTED OTHERWISE.
- DIMENSIONS ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
- PHYSICAL ADDRESS: 100 NORTH RING AVENUE, TARPON SPRINGS, FLORIDA 34689.
- THIS DRAWING DOCUMENTS THE BOUNDARIES AND IMPROVEMENTS AS THEY EXISTED 4-23-2021. THE SURVEYOR MAKES NO WARRANTY, WRITTEN OR OTHERWISE, AS TO THE ACCURACY AND/OR DISPOSITION OF THE BOUNDARIES BEYOND THAT DATE.
- THE SURVEYOR ACCEPTS NO LIABILITY FOR CONSTRUCTION, ADDITIONS, AND/OR IMPROVEMENTS HEREAFTER ERRECTED.
- ELEVATIONS ARE SHOWN THUS: +0.00
- UNDERGROUND FEATURES SUCH AS UTILITIES, FOOTERS AND STEMWALLS ARE NOT LOCATED.

**LEGEND:**

- C - CENTERLINE
- A - ARC LENGTH
- A/C - AIR CONDITIONER
- B.F.P. - BACK FLOW PREVENTER
- C.F.S. - CALCULATED
- C.B.S. - CONCRETE BLOCK STRUCTURE
- CLF - CHAIN LINK FENCE
- CONC. - CONCRETE
- CB/CH - CHORD BEARING/CHORD
- D.E. - DRAINAGE EASEMENT
- ELFV - ELEVATION
- FCM - FOUND CONCRETE MONUMENT
- FDH - FOUND DRILL HOLE
- FCFR - FOUND CAPPED IRON ROD
- FND - FOUND IRON ROD
- FNT - FOUND NAIL & TINNY/SC
- FOH - FOUND OPEN END PIPE
- FPP - FOUND PINCHED PIPE
- L.L.F. - LOWEST LIVING FLOOR
- MEAS - MEASURED
- M.E.S. - METERED END SECTION
- N/A - NOT APPLICABLE
- O.R.B. - OFFICIAL RECORDS BOOK
- PLAT - PLAT BOOK
- P.B. - PLAT BOOK
- PG - PAGE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R - RADIUS
- REC'D - RECORD
- (R) - SET 1/2" CAPPED IRON ROD #544
- SCRTR - UTILITY EASEMENT
- U.E. - UTILITY EASEMENT
- FENCE LINE

ORANGE STREET

(40' RIGHT-OF-WAY)

CERTIFIED TO:

LIVERY STABLE LLC  
JOSEPH KOKOLAKIS  
SECURITY TITLE COMPANY  
CHICAGO TITLE INSURANCE COMPANY

CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2015 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(d)(1), 8 AND 14 OF SAID REQUIREMENTS. THE FIELDWORK WAS COMPLETED ON 4-23-2021. DATE OF THIS MAP: 5-19-2021.

SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

No. 5545  
*Mohammad B. Far*  
STATE OF FLORIDA  
MOHAMMAD B. FAR, P. L. S. #5545

06/17/2021  
DATE

NOT VALID UNLESS SIGNED, DATED, AND STAMPED WITH AN RAISED EMBOSSED SEAL.

REVISIONS	DRAWN BY: NGM	CREW CHIEF: AR
1: UPDATE 6/4/2021	CHECKED BY: MBF	F. B. FILE
2:	SCALE: 1" = 20'	FIELD WORK: 04/23/21
3:	JOB NO. 210512H	DATA FILE: 210512
4:	SHEET 1 OF 1	

**LEGAL DESCRIPTION:** (SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST)  
LOT 7, J.K. CHEYNEY'S SUBDIVISION OF LOTS 3 AND 4, OF BLOCK 28, TOWN OF TARPON SPRINGS, FLA., ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 51, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.  
CONTAINING 6,875 SQUARE FEET OR 0.1578 ACRES MORE OR LESS.

**MOHAMMAD B. FAR**  
8131 Meadowview Place, New Port Richey, Florida, 34655  
Phone: (727) 375-1740 Fax: (727) 375-1741

**FLOOD INSURANCE RATE MAP INFORMATION:**  
COMMUNITY PANEL NUMBER: 12103C-0019-G DATED: 09/03/2003  
THE PROPERTY APPEARS TO BE IN FLOOD ZONE 'X'  
THE BASE 100 YEAR FLOOD ELEVATION IS N/A MEAN SEA LEVEL.

**RESOLUTION NO. 2022-29**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-80 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW FOR A HOTEL WITHIN THE EXISTING BUILDING AT 100 N. RING AVENUE, IN THE T4A TRANSECT ZONE 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 a Conditional Use to allow for a hotel within the existing building on property located at 100 N. Ring Avenue in the T4a (Residential + Retail/Office) transect of the Special Area Plan; and,

**WHEREAS**, Table 4F of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area allows hotels within the T4a transect zone by conditional use; and,

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of August 22, 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 #22-80 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 #22-80 under Resolution 2022-29, requesting Conditional Use approval to allow a hotel within the existing building at 100 N. Ring Avenue in the T4a transect is approved with the following conditions:

1. The conditional use shall be contingent on the approval of Ordinance 2022-12 (Future Land Use Amendment) and Ordinance 2022-11 (Rezoning) (Application #22-34).
2. The hotel shall be limited to a maximum of 8 rooms.
3. A site plan must be submitted within 1 year of the conditional use approval.
4. The applicant must obtain all necessary building permit and Heritage Preservation Board approvals for the proposed building and site modifications.

### **SECTION 3: EFFECTIVE DATE**

This Resolution shall be effective upon adoption of Ordinances 2022-12 and 2022-11.

DRAFT

WE will NOT be able to  
attend the meeting on Aug. 22<sup>nd</sup> 2022  
HOWEVER, WE WANT OUR  
letter to be READ at the meeting.

WE want this to be "ON THE  
RECORDS", just AS if WE WERE  
there.

THANK YOU

The Subics



N. J. Subic  
334 E Orange St  
Tarpon Spgs, FL 34689

(727) 271-6042



334 E. ORANGE St.  
TARPON Springs, FL  
34689

We're writing to you today about, 100 N. Ring Ave's  
"Newest Hotel" being built in the LIVERY Stable.

We strongly disagree with changing it to a  
Hotel! For these reasons:

1. Our beautiful, downtown, historic homes, are being Allowed to be bought up by contractors & turned into a buisness (buisnesses).
2. Historic buildings ARE being, bought up, torn down, AND replaced by commercial industry.
3. Not only ARE buisnesses popping up ALL OVER T.S., but they ARE TAKING OVER OUR RESIDENTIAL, historic homes.
4. Parking is ALREADY AN ISSUE ON E. ORANGE St. & N. Ring, with all those townhouses that went up. Most of the homeowners there only HAVE "street parking." Where ARE the "hotelers" suppose to park? In front of our houses?
5. DEVALUED RESIDENTIAL properties. You think your living in A RESIDENTIAL AREA. THEN, ALL OF A SUDDEN, you're in the middle of a bunch of buisness-downtown. Who will want to buy your house? A contractor, that's who.
6. Undesirable people, coming and going. MORE NOISE, pollution, littering, carbon footprints, AND A load on our, water, sewer, garbage, electric grid, AND ROADS. All adding to, Climate Change.

How much MORE CAN WE TAKE?



The 400 unit "LUXURY" Apartments going up, soon, on the Anclote River, breweries, restaurants, Air B+B's, bars, Bed + Breakfasts, hatchet throwing bars, + Etc. . . .

The historic downtown "AREA" is creeping it's way into the Residential district. And it's time to put a stop to it!

These contractors just start buying up everything, and the Planning + Zoning board just approves the zoning change. It feels as though these contractors already know, before they purchase, that the zoning will be changed to suit their desires. Sounds a little bit like, insider trading.

As I understand it, the same contractor who built those townhouses, bought the livery stable house, and the little cottage next to it, too. I'm sure it won't be too long before the current tenant will receive her walking papers.

And, yet, another historic residential home will fall into the "NON RESIDENTIAL", NEW downtown business section. I can see the writing on the wall.

Where do we (you) draw the line? Thought it was already drawn, but you people keep moving it. And is your line drawn in the sand or concrete?

Stop farming out our beautiful historical homes to businesses.

If we wanted to live in the business district, we would have purchased a home on Tarpon Ave. Now, businesses are, all but on top of us! PLEASE Stop the Development of Residential to business!

Think You Nancy + Bob Subie

## ORDINANCE NO. 2022-30

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF TARPON SPRINGS A PROPOSED AMENDMENT TO SECTION 12 OF ARTICLE II OF THE CITY CHARTER TO ALLOW THE BOARD OF COMMISSIONERS, BY A SUPER MAJORITY VOTE, TO DIRECT CERTAIN POWERS TO THE PLANNING AND ZONING COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, pursuant to Section 32 of the present Charter of the City of Tarpon Springs, the Charter may be amended by Section 166.031 of the Florida Statutes; and

**WHEREAS**, the Board of Commissioners and Planning Zoning Board have discussed potential benefits of providing additional powers and duties to the Planning Zoning Board;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:**

**SECTION 1.** That Section 12 of Article II of the Charter of the City of Tarpon Springs shall be amended to read as follows:

### **Section 12. Zoning powers.**

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

The board of commissioners shall appoint a planning and zoning commission to advise—perform such duties as directed by the board of commissioners on issues concerning land use and such other powers as may be provided by law. Any law or ordinance which assigns final approval authority to the planning and zoning commission must be ratified by a super-majority vote of the Board of Commissioners.

**SECTION 2.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3.** In the event a court of competent jurisdiction finds any part or provision of this Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

**SECTION 4.** The keeper of the Charter for the City of Tarpon Springs is directed to include this Ordinance in the Charter and may renumber and reclassify the same as may be required for inclusion in the Charter for the City of Tarpon Springs.

**SECTION 5.** This Ordinance shall take effect immediately upon its passage and adoption, provided however, it shall not be effective until such is approved by the electorate at a referendum election thereon to ratify the terms and conditions of this Ordinance. In the event that any such referendum question shall be defeated, then this Ordinance shall be of no further force and effect.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

## ORDINANCE NO. 2022-31

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF TARPON SPRINGS PROPOSED AMENDMENTS TO SECTION 8 OF ARTICLE II OF THE CITY CHARTER TO PROVIDE FOR A PUBLIC HEARING NO LATER THAN JUNE 30 OF EACH BUDGET CYCLE FOR BUDGET PRIORITIES; TO PROVIDE FOR THE IMPLEMENTATION OF A STRATEGIC PLAN FOR THE CITY TO BE UPDATED EVERY THREE FISCAL YEARS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, pursuant to Section 32 of the present Charter of the City of Tarpon Springs, the Charter may be amended by Section 166.031 of the Florida Statutes; and

**WHEREAS**, the Mayor has recommended that the Charter be revised to provide for a public hearing no later than June 30 of each budget cycle and also to provide for the implementation of a strategic plan for the City to be updated every three fiscal years.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:**

**SECTION 1.** That Section 8 (Board of Commissioners, Composition, Duties, Responsibilities, and Powers) of Article II of the Charter of the City of Tarpon Springs shall be amended to read as follows:

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

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

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

- a. To establish dates and times for meetings and to meet in regular sessions on at least two occasions per month to listen to and address concerns, ideas, and goals of citizens, businesses, community groups, and staff.
- b. To adopt written rules of procedure for all meetings.
- c. To set the local millage rate as prescribed by law.
- d. To adopt a City budget as prescribed by law.



- e. To conduct a public hearing at the beginning of each budget cycle, no later than June 30<sup>th</sup>, to obtain public input on budget priorities.
- ef. To set zoning and land use policy.
- fg. To act as the Community Redevelopment Agency Board.
- gh. To review and update, every three fiscal years beginning October 1, 2020, all elements of the Comprehensive Plan in addition to all implementation master plans in existence currently or in the future.
- i. To implement a Citywide Strategic Plan for the City. The Strategic Plan shall be utilized for budgeting and capital project planning decisions and shall be updated, every three fiscal years, beginning October 1, 2025.
- hj. To create, alter, or abolish departments, boards, commissions, committees, offices, and agencies other than those specifically established by this Charter. All appointive officers and boards shall serve at the pleasure of the board of commissioners. The board of commissioners may appoint any city resident to serve on one permanent board or committee, and such other boards and committees having duration of less than one year, so long as no person shall simultaneously serve on two boards or committees addressing the same issue. Only city residents may serve on city boards, committees, or other such bodies designated or appointed to perform some service or function.
- ik. To maintain and update essential city departments' Continuity of Government Plan each April, beginning in 2020. Each essential city department Continuity Plan must be able to be implemented within 12 hours of a declared emergency.
- jl. To preserve and maintain all City-owned park, recreation, and waterfront property. No park, recreation, or waterfront property, or a portion thereof owned by the City may be sold, or donated, without specific authorization by a majority vote in a City-wide referendum. The board of commissioners, by ordinance, may change the use, including the elimination of greenspace, of any city park, or portion thereof, only after an affirmative vote of four members of the board of commissioners, after three public meetings. The board of commissioners may allow on such property special events as defined and provided by ordinance.
- km. To improve, maintain, repair, clean, and light alleys, walkways and public sidewalks.
- ln. To evaluate the performance of charter officers, during the month of August of each fiscal year, beginning in the fiscal year of 2020, at which time the board of commissioners shall submit individual written evaluations based on the standard format adopted by the board of commissioners to the director of human resources.
- mo. To pass all ordinances and resolutions necessary for the health, convenience, safety and general welfare of its residents and to carry out the full intent and meaning of this Charter as fully as if specifically authorized.



- ap. At least once every five years, beginning in fiscal year 2021, the board of commissioners shall review the city ordinances, exclusive of the City Charter, the Land Development Code, and the Special Area Plan; for purposes of determining their legality or obsolescence.
- eq. To improve and maintain the navigation of the Anclote River and city bayous in accordance with this section:
  1. The board of commissioners by resolution, shall report to the United States Army Corps of Engineers when such conditions exist that require maintenance of the Anclote River Federal Channel, or any portion thereof.
  2. Recreational boating access to and between the Anclote River, its estuaries, and the city bayous shall be provided by maintaining a safe navigational depth as determined by the city, state regulatory agencies, and the United States Army Corp of engineers, of the City's historically established local channels and cuts.
  3. The city shall maintain a navigation chart of the local channels and cuts and a bathymetric survey shall be done at least every five years of those navigational areas, beginning fiscal year 2021. The bathymetric survey shall be presented at a board of commissioners meeting. The bathymetric survey, any analysis of the survey, the minutes of the board of commissioner's meeting when the survey was discussed and a letter of recommendation from the board of commissioners will be transmitted to the County Administrator of Pinellas County and all appropriate state agencies.

**SECTION 2.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3.** In the event a court of competent jurisdiction finds any part or provision of this Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

**SECTION 4.** The keeper of the Charter for the City of Tarpon Springs is directed to include this Ordinance in the Charter and may renumber and reclassify the same as may be required for inclusion in the Charter for the City of Tarpon Springs.

**SECTION 5.** This Ordinance shall take effect immediately upon its passage and adoption, provided however, it shall not be effective until such is approved by the electorate at a referendum election thereon to ratify the terms and conditions of this Ordinance. In the event that any such referendum question shall be defeated, then this Ordinance shall be of no further force and effect.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY  
OF TARPON SPRINGS, FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**



# Project Administration Department

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

## Memorandum

**Date:** November 8, 2022  
**To:** Community Redevelopment Agency (CRA)  
**Through:** Mark LeCouris, City Manager  
**From:** Bob Robertson, Project Administration Department Director  
**Subject:** Authorization to Proceed with Final Design and Bidding of Jitney Display Garage

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### **Purpose**

Authorization is requested from the Community Redevelopment Agency (CRA) to proceed with final design and advertisement for construction bids for the Jitney Display Garage project.

### **Summary**

The proposed project would construct a glass-walled garage for storage and display of the historical jitney vehicle. This new, free-standing structure is proposed to be located on Court Street at Safford Avenue in the Court Street right of way, directly south of and adjacent to the Train Depot. Please see attached figures.

Mr. Ed Hoffman of *Wannemacher Jensen Architects/Hoffman Studio* has donated his architectural services for the project, but final engineering design elements (funded by the City) remain to be completed. These include drainage engineering, mechanical, electrical, and civil engineering work. A summary of the project design criteria provided by Mr. Hoffman is attached.

The design concept was presented to and approved by the Heritage Preservation Board in May 2022.

The estimated cost to complete the engineering work and to construct the structure is \$150,000. Final construction pricing will depend on the bidding process and subject to review and final contract award by the CRA.

The Public Works Department estimates a cost of \$1,500 to \$2,000 per year to operate and maintain the building.

### **Funding**

Funding would be provided through the CRA budget.

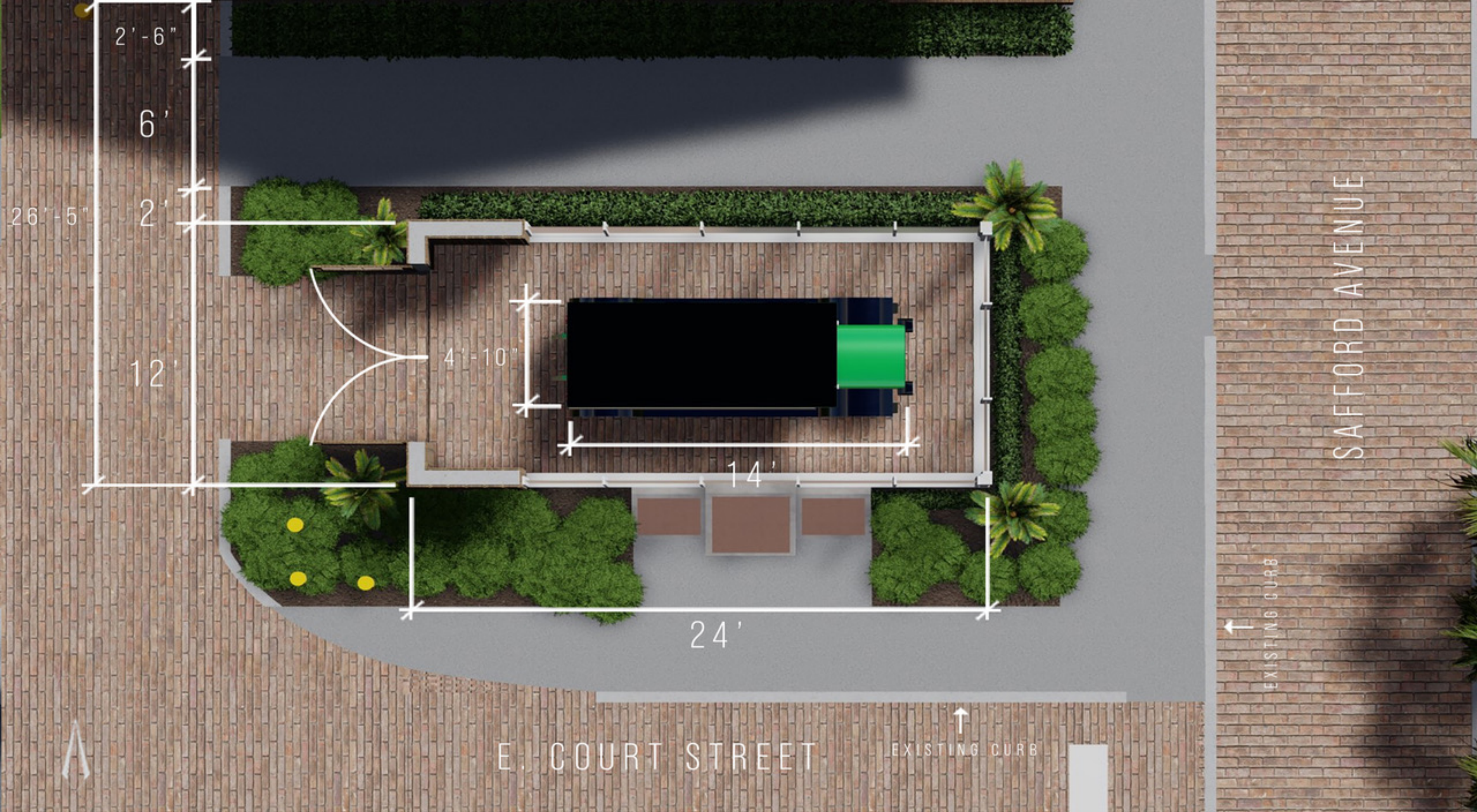
### **Strategic Plan Alignment**

This project aligns with Strategic Goal and Objective C.1.1 and C.1.3 of the City's Strategic Plan.













TARPON SPRINGS AREA  
HISTORICAL SOCIETY

PERSPECTIVE LOOKING NW  
1927 JITNEY DISPLAY GARAGE

 **HOFFMAN**  
ARCHITECTS, P.A.  
AA0003168





TARPON SPRINGS AREA  
HISTORICAL SOCIETY

PERSPECTIVE LOOKING SW  
1927 JITNEY DISPLAY GARAGE

 **HOFFMAN**  
ARCHITECTS, P.A.  
AA0003168



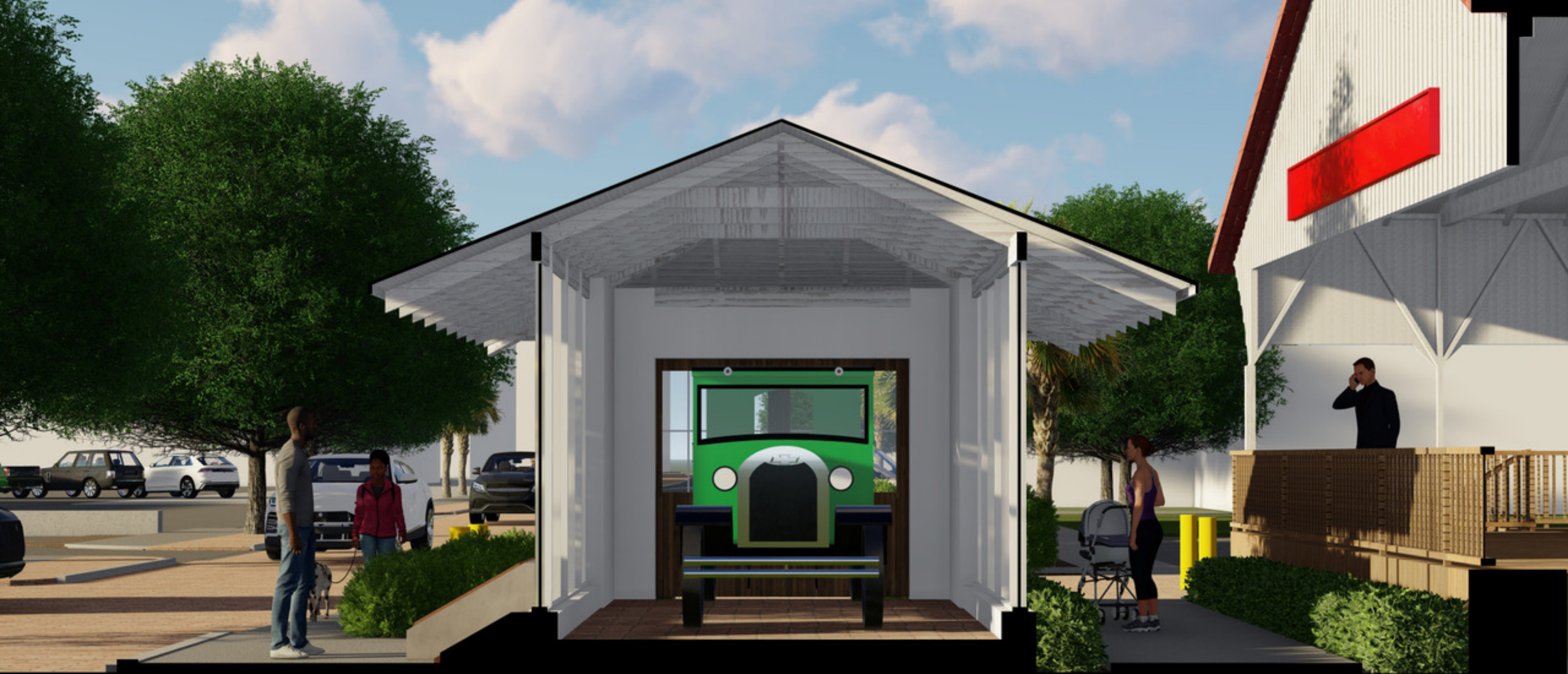


TARPON SPRINGS AREA  
HISTORICAL SOCIETY

LONG SECTION  
1927 JITNEY DISPLAY GARAGE

 **HOFFMAN**  
ARCHITECTS, P.A.  
AA0003168





TARPON SPRINGS AREA  
HISTORICAL SOCIETY

CROSS SECTION  
1927 JITNEY DISPLAY GARAGE

 **HOFFMAN**  
ARCHITECTS, P.A.  
AA0003168





TARPON SPRINGS

Safford Ave

DO NOT ENTER

WALKING ACCESSIBLE

WALKING ACCESSIBLE





Historic Jitney Display Garage  
Design Criteria  
April 1, 2011

The Tarpon Springs Area Historical Society (TSAHS), with the help of many donors, has had our 1927 Chevrolet Jitney restored and is in driving condition. It has been stored in a maintenance space graciously donated by the City. Although greatly appreciated, it is not ideal storage, lacking accessibility for events after hours, unconditioned, and most importantly, not at all visible to the public. As a result, we have secured the site from the City on the south side of our museum in the historic Train Depot where it will be facing the Pinellas Trail on Safford Ave, accessible to the public 24 – 7, and more associated with of our museum collection.

The structure is basically a glass display box with hints of old Florida in the structure. We feel it will be in harmony with the depot but yet does not attempt to make an observer believe it was built at the same time. The large overhang with exposed rafters gives a great aesthetic while, at the same time, giving a great deal of protection for the building and Jitney inside.

We are proposing that the Southern gable end “Tarpon Springs” signage be raised to allow better visibility of the sign when approaching from the south. Please see the rendering attached.

The following is a list of the building elements exposed to the exterior. I will bring Color samples to the HPB meeting:

- Roof – Standing seam metal roof. Currently proposed as a light green.
- Facia and Rafter tails - Painted white.
- Columns and trim – Painted white.
- Siding – Board and Batten Hardie board wood grain painted warm grey.
- Storefront – Aluminum Black
- Glazing – Impact, low E, with light Blue/green tint.
- Landscape – Currently there is only brick and concrete, no landscaping. We will be creating several bioswale planters with low appropriate shrubs. The building is a garage so it should be within 6” of the existing grade.
- Signage – Only low description board and bronze donor plaque on concrete base.

I look forward to meeting with the Board to present this significant small project.

Sincerely,

A handwritten signature in black ink, reading 'Edward C. Hoffman'.

Edward C. Hoffman, AIA Principal  
President, TSAHS



## Project Administration Department

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

### Memorandum

**Date:** November 8, 2022  
**To:** Community Redevelopment Agency (CRA)  
**Through:** Mark LeCouris, City Manager  
**From:** Bob Robertson, Project Administration Department Director  
**Subject:** Authorization to Proceed with Semaphore Railroad Signal Restoration

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#### **Purpose**

Authorization is requested from the Community Redevelopment Agency (CRA) to proceed with the Semaphore Railroad Signal Restoration Project.

#### **Summary**

The proposed project would restore the existing semaphore railroad signal located adjacent to the Train Depot on Safford Avenue just south of Tarpon Avenue. The restoration would consist of removing, disassembling, repainting (powder coating), and reassembling the signal mast in the same location. In addition, the project would include attaching replica semaphore signal arms to recapture its historical essence. Photos and sample images are attached below.

Mr. Ed Hoffman of the Tarpon Springs Historical Society provided the attached letter of support for this effort earlier this year.

The estimated cost to complete the work described above is \$25,000.

#### **Funding**

Funding would be provided through the CRA budget.

#### **Strategic Plan Alignment**

This project aligns with Strategic Goal and Objective C.1.1 of the City's Strategic Plan.



**City's Existing Signal Mast, view from the top**





**City's Existing Signal Mast, view from the ground**



**Sample Semaphore Signal Arms**



**Semaphore Mast and Signal Arm located in Dunedin**





**Historic Image of Train Depot, Semaphore Signal Arms intact**



*Tarpon Springs Area  
Historical Society*

February 22, 2022

Dear Honorable Mayor and City Commissioners,

The Tarpon Springs Area Historical Society requests you consider the continued restoration of the railroad mast at the Historic Train Depot in your budget discussion. The mast is missing the historic semaphores that were once an important part of the railroad signaling system. In 2006, the City paid for the restoration of the iron railroad mast, and it was re-installed on November 19, 2006. An early historic photograph showing the mast with the semaphores is attached.

We sincerely appreciate your consideration of this project in the budget.

Sincerely,

Ed Hoffman, Jr., President  
TSAHS