



# 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, OCTOBER 25, 2022 6:30 PM – City Hall Auditorium

### CALL TO ORDER

### ROLL CALL

### INVOCATION

### PLEDGE OF ALLEGIANCE

}5 MINUTES

### PUBLIC COMMENTS

}30 MINUTES

### CONSENT AGENDA

} 10 MINUTES

1. ATTORNEY'S FEES – JOHNSON JACKSON PLLC INVOICE 9969
2. AUTHORIZE EXECUTION OF DEA TASK FORCE AGREEMENT
3. RENEW FILE NO. 190025-C-CM HYDRAULIC REPAIR, PARTS AND SERVICES
4. AWARD FILE NO. 230022-C-JL HOLIDAY LIGHTING DISPLAY
5. AWARD FILE NO. 230029-C-AS FIRE EQUIPMENT, SUPPLIES AND SERVICE
6. INCREASE FILE NO. 210067-C-AM MOTOR VEHICLE PARTS – COMMON
7. RENEW FILE NO. 200014-C-JL LIQUID CARBON DIOXIDE
8. AWARD FILE NO. 230030-N-AS SINGLE SOURCE PURCHASE OF HACH EQUIPMENT
9. AWARD FILE NO. 230031-N-AS SINGLE SOURCE PURCHASE OF AIRVAC REPLACEMENT PARTS, COMPONENTS, PUMPS AND APPURTENANCES

### SPECIAL CONSENT AGENDA

10. APPROVE STORMWATER ACTION PLAN UPDATE – BURGESS AND NIPLE (15 MINUTES)
11. APPROVE STORMWATER REVENUE SUFFICIENCY STUDY – STANTEC (10 MINUTES)
12. PROJECT UPDATE AND DIRECTION – PROJECT ADMINISTRATION (15 MINUTES)
13. APPROVE FDEP STANDARD GRANT AGREEMENT AMENDMENT FOR FUNDING FOR CONSTRUCTION MANGO STREET SAFETY AND DRAINAGE IMPROVEMENTS (10 MIN)
14. APPROVE FDEP STANDARD GRANT AGREEMENT AMENDMENT FOR FUNDING FOR CONSTRUCTION OF MARTIN LUTHER KING JR. DRIVE -SOUTH SPRING BOULEVARD FLOODING ABATEMENT AND INTERSECTION SAFETY IMPROVEMENTS (5 MINUTES)
15. DIRECTION ON ADDITIONAL ARPA FUNDING (15 MINUTES)
16. CHARTER AMENDMENTS - REVIEW AND APPROVE DRAFT ORDINANCES (20 MINUTES)
17. MANATEE PROTECTION ORDINANCE REVIEW AND DIRECTION (10 MINUTES)
18. CONSIDERATION AND STAFF AUTHORIZATION TO CREATE A HURRICANE FLOODING PREPARATION AND RECOVERY FEE (15 MINUTES)

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

19. RESOLUTION 2022-37 APPLICATION 22-92 TIME WARP CONDITIONAL USE – L&R INDUSTRIAL BOULEVARD (QUASI-JUDICIAL) (15 MINUTES)
20. RESOLUTION 2022-38 PROJECT ADMINISTRATION DEPARTMENT REORGANIZATION (10 MIN)
21. RESOLUTION 2022-43 SUPPORTING TRANSPORTATION ALTERNATIVES GRANT APPLICATIONS FOR BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECTS (10 MINUTES)
22. ORDINANCE 2022-11 (ZONING) AND ORDINANCE 2022-12 (FUTURE LAND USE) APPLICATION 22-34 LIVERY STABLE 2<sup>ND</sup> READINGS (DEFERRED TO NOVEMBER 8, 2022)

### BOARD AND STAFF COMMENTS

### ADJOURNMENT (APPROXIMATELY 9:45 PM)



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## **ADDENDUM 1 BOARD OF COMMISSIONERS REGULAR SESSION AGENDA TUESDAY, OCTOBER 25, 2022**

### **ADDENDUM TO SPECIAL CONSENT ITEMS:**

1. Discussion and Authorization for the City's Litigation Attorney to file a Motion to Stay Court Proceedings in the Matter of Concerned Citizens vs. Kamil Salame, Morgan Group, City of Tarpon Springs
2. Authorize Execution of Contract for Purchase of Vacant Land on South Florida Avenue and Preparation of Referendum Documents





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**ADDENDUM 2  
BOARD OF COMMISSIONERS REGULAR SESSION AGENDA  
TUESDAY, OCTOBER 25, 2022**

**ADDENDUM TO SPECIAL CONSENT ITEMS:**

1. Consideration and Staff Authorization to Amend Ordinance 2-92.1 Fire Protection Impact Fee Surcharge

# INVOICE

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

Invoice #: 9969  
Date: 10-10-2022  
Due On: 11-09-2022

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

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Matter Number:0010.0001 City of Tarpon Springs/General

## Services

Date	TK	Description	Hours	Rate	Total
07-14-22	EGJ	Exchange correspondence with Jane Kniffen regarding labor matter	0.20	165.00	\$33.00
09-01-22	EGJ	Review and analyze contract; prepare opinion letter related to contract	0.50	165.00	\$82.50
09-01-22	EGJ	Phone conference with Jane Kniffen	0.20	165.00	\$33.00
09-06-22	EGJ	Review draft disciplinary action; exchange correspondence with Paul Smith	0.30	165.00	\$49.50
09-07-22	EGJ	Review revised MOU and prepare correspondence to Chief Jeff Young	0.20	165.00	\$33.00
09-19-22	EGJ	Phone conference with Jane Kniffen regarding labor matter	0.30	165.00	\$49.50
09-19-22	EGJ	Phone conference with Mark LeCouris	0.30	165.00	\$49.50
09-20-22	EGJ	Phone conference with Jane Kniffen regarding labor matter	0.20	165.00	\$33.00
09-20-22	EGJ	Prepare correspondence regarding labor matter	0.30	165.00	\$49.50
09-21-22	MKM	Research regarding uniform policy and potential first amendment / perc violation.	3.00	200.00	\$600.00
09-21-22	EGJ	Review analysis regarding labor and employment issue to prepare opinion for the City	0.60	165.00	\$99.00
09-21-22	EGJ	Phone conference and email from Frank Ruggiero regarding policy	0.20	165.00	\$33.00

Services Subtotal: \$1,144.50

Expenses

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09-30-22	9/30 - Westlaw Research	1.00	344.48	\$344.48
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Expenses Subtotal: \$344.48

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Subtotal:	\$1,488.98
Total Invoice Due:	\$1,488.98
Payment	\$0.00
Total Balance Due:	\$1,488.98

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Total Matter Balance \$1,488.98

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



# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Mayor and Board of Commissioners  
Through: City Manager Mark G. LeCouris  
From: Chief Jeffrey P. Young  
Date: October 14, 2022  
Reference: Authorize City Manager (Mark G. LeCouris) to sign D.E.A. Task Force Agreement (October 1, 2022 – September 30, 2026)  
City Attorney has reviewed

As you know, the Police Department has one Vice Detective assigned to the Tampa Bay Drug Enforcement Administration (D.E.A.) task force. Our participation in this Federal task force is advantageous to our City in the following ways:

- The task force investigates high level drug cases that disrupt the distribution of narcotics to our City and other cities within the Tampa Bay area.
- The task force brings the resources of the D.E.A. and other law enforcement agencies to investigate and bring Federal drug charges on our worst drug offenders.
- The D.E.A. pays the City up to 25% of the salary of a GS-12, step 1 of the General pay scale (Currently \$19,840.75 annually), to cover the overtime expenses of our Vice Detective.
- The D.E.A. shares the proceeds from seized assets with our agency on a percentage basis. The Police Department utilizes these non-general fund forfeiture dollars annually to fund our S.W.A.T. team and other needed police equipment and/or programs that comply with the Federal Equitable Sharing guidelines.

Willaim M. Furgason Jr., the Assistant Special Agent in charge of the Tampa D.E.A. office, is requesting we sign the 4 year agreement that outlines our participation with 1 officer for not less than two years to the task force. Our City Attorney has reviewed the agreement and has no objection to its content.

I am respectfully requesting that the City commission authorize the City Manager to enter into this agreement with the D.E.A. so we can continue our participation in this essential task force.



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

*"A Full Service Accredited Law Enforcement Agency"*



## **PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1st day of October 2022 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Tarpon Springs ORI# FL0521800 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Florida area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Florida, the parties hereto agree to the following:

- 1 The Tampa Task Force Group will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Florida area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.
- 2 To accomplish the objectives of the Tampa Task Force Group, the parent agency agrees to detail one (1) experienced officers to the Tampa Task Force Group for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Tampa Task Force Group, DEA will assign three (3) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
- 6 During the period of assignment to the Tampa Task Force Group, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the

officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the

program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

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Deanne L. Reuter  
Special Agent in Charge  
Miami Field Division

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Date

For the City of Tarpon Springs:

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Mark LeCouris  
City Manager

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Date

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Attested: Irene S. Jacobs, CMC  
City Clerk # Collector

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Date:





**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check  if the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



**U. S. Department of Justice**  
Drug Enforcement Administration  
Tampa District Office  
4950 West Kennedy Boulevard, Suite 400  
Tampa, Florida 33609

[www.dea.gov](http://www.dea.gov)

October 3, 2022

Chief Jeffrey Young  
Tarpon Springs Police Department  
444 South Huey Avenue  
Tarpon Springs, Florida 34689

Dear Chief Young:

Throughout the years, the Tarpon Springs Police Department has been an integral part of the Drug Enforcement Administration, Tampa District Office (DO) Task Force Group.

The enclosed Task Force Agreement (TFA) continues this partnership and commitment through Fiscal Year 2026. The TFA is a non-binding contract and your officer can return to your department in a contingency situation. The Task Force concept combines the advantages of federal resources, expanded jurisdiction, and we are confident that your office will benefit from your officer's continued assignment with the Tampa DO Task Force Group.

I appreciate your continued support and partnership. If you have any questions, please call me at (813) 287-5160.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. M. Furgason, Jr.", written over a printed name and title.

William M. Furgason, Jr.  
Assistant Special Agent in Charge

Enclosures



# 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 *JL*  
**DATE:** 10/25/2022  
**SUBJECT:** Renew File No. 190025-C-CM utilizing Pinellas County Bid No. 167-0444Q(RF) for Hydraulic Repair, Parts, and Services

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### RECOMMENDATION:

Renew File No. 190025-C-CM, utilizing Pinellas County Bid No. 167-0444Q(RF) for Hydraulic Repairs, Parts, and Services with Hose & Hydraulics, Incorporated in an estimated annual amount of \$50,000, through August 15, 2023, for Public Works Department - Fleet Maintenance Division.

### BACKGROUND:

On August 09, 2017, Pinellas County Administratively awarded Bid No. 167-0444Q(RF). On October 23, 2018, the City administratively approved File No. 190025-C-CM to piggyback that contract in an estimated annual amount of \$17,500.00. On October 05, 2020, the City administratively increased the contract by \$6,500.00, from \$17,500.00 to \$24,000.00, to cover unexpected larger vehicle and equipment repairs. On May 10, 2022, the Board increased the contract to \$48,000. This increase was needed to cover additional repairs through the remainder of the contract period. On August 16, 2022, Pinellas County Board of County Commissioners renewed the agreement with Hose & Hydraulics Inc. for an additional year.

The purpose of this contract is to provide as needed hydraulic repairs, parts, and services to maintain City vehicles and equipment (see attached memo).

The total amount expended over the previous 12 months was, \$39,071.

**FUNDING:** Will be identified as repairs, parts, and services are required.

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

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




# City of Tarpon Springs, Florida

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

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To: Janina Lewis, Procurement Services Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: October 10, 2022

Re: File No. 190025-C-CM utilizing Pinellas County Quote No. 167-044-Q (RF),  
Hydraulic Repair, Parts & Services

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## **Recommendation:**

Award File No. 190025-C-CM to Hose and Hydraulics, utilizing Pinellas County Quote No. 167-044-Q (RF) for hydraulic repair, parts & services in an estimated annual amount of \$50,000 for the period of October 25, 2022 through August 15, 2023.

## **Background:**

Hose and Hydraulics is used for our hydraulic equipment repair and service and required on all hydraulic powered equipment.

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Pinellas County Purchasing Department  
Board of County Commissioners  
Pinellas County

400 S Ft Harrison Ave  
6<sup>th</sup> Floor Annex Bldg  
Clearwater FL 33756

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	17-DEC-2021
Revision Date	16-AUG-2022
Buyer/Phone No	Sharon Beacht 727-464-5255
Sales Tax Exempt No	85-8013287050C-7
Requisitioner Phone No Requisition No	Perez, Ms. Melissa L 727-582-3005 105773
Director Approval	
Quote/Contact	Replacing SPO 442689

**Supplier:**  
Hose & Hydraulics Inc  
504 S Myrtle Ave  
Clearwater FL 33756  
727-461-2079

**Ship To:**  
Fleet Management  
9685 Ulmerton Rd  
Largo, FL 33771  
727-582-3000

**Invoice To:**  
Finance Division Accounts Payable  
Board of County Commissioners Pinellas County  
PO Box 2438  
Clearwater, FL 33757  
727-464-8389 -  
FinanceAccountsPay@MyPinellasClerk.org

**Notes:**

Revision No 2 dated 08/16/22 to increase Line 1 in the amount of \$7,000.00. Increased SPO total from \$45,000.00 to \$52,000.00 - KJ

Revision No 1 dated 03/14/22 to increase Line 1 in the amount of \$20,000.00. Increased SPO total from \$25,000.00 to \$45,000.00 - KJ

167-0444-Q(RF) Hydraulic Repair, Parts & Service

\*\*\*This Standard Purchase Order replaces SPO 442689; all terms and conditions remain the same\*\*\*

This Standard Purchase Order is for future Hydraulic Service which will be ordered as needed via telephone. Verbal requests for repairs will be placed by Fleet Management personnel on an as needed basis and the repair location will be communicated at that time.


Questions regarding this PO should be submitted to Scotty Hargett at 582-3024.

**Notes:**

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via	Delivery date
194	Net 45	Freight Included	Destination	Best Way	

Line	County Item Number // Description	Quantity	UOM	Unit Price	Amount
1	Hydraulic Repair, Parts & Service	52,000.0000	Dollar (s)	1.0000	52,000.00
<p>This Standard Purchase Order is for future Hydraulic Service which will be ordered as needed via telephone. Verbal requests for repairs will be placed by Fleet Management personnel on an as needed basis and the repair location will be communicated at that time. Questions regarding this PO should be submitted to Scotty Hargett at 582-3024.</p> <p>Charge Account 5002.361932.5460001.1545.0000000 52,000.0000</p>					
This line references Blanket Agreement 427924					
<b>TOTAL</b>					<b>52,000.00</b>



It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.  Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable	<b>Board of County Commissioners</b>
	Pinellas County, Florida
	
	(Authorized Signature)

If this Purchase Order is issued under an existing written Contract between County and Contractor, the terms of the Contract shall prevail over any conflicting terms herein. All other terms shall remain in full force and effect.



**TERMS AND CONDITIONS**

**ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

**ASSIGNMENT/SUBCONTRACTING** - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the Pinellas County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

**CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be part of the agreement created.

**COMPENSATION** - Pinellas County shall pay Contractor upon Contractor's completion of, and Pinellas County's acceptance of, the services required herein, as specified. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70.

- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by Supplier in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.
- **Name Changes** - The successful contractor is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original purchase order or solicitation.
- **ePayables** - Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

**COMPLIANCE WITH APPLICABLE LAWS** - Contractor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of this date.

The laws of the State of Florida apply to any and all purchases made. Contractors shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

**DISCOUNTS** - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for Pinellas County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

**FISCAL NON-FUNDING** - In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of then current fiscal period without penalty or expense to the Pinellas County.

**GOVERNING LAW** - The laws of the State of Florida shall govern this agreement.

**INDEMNITY PROVISION** - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the Pinellas County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Pinellas County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

The successful bidder(s) agrees to indemnify the Pinellas County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the Pinellas County.

**INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986** - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the Pinellas County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the agreement, at the discretion of the Pinellas County.

**INQUIRIES** - Any inquiries relative to Purchase Order should be directed to the Purchasing Department. Collect telephone calls will not be accepted.

**INSPECTION** - Goods rejected due to inferior quality or workmanship will be returned to Contractor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from Pinellas County.

**INSURANCE** - Pinellas County Risk Management requires a certificate of insurance from Vendors that the Purchasing Department orders goods and services from. The limits shown below are the minimum acceptable limits for General Liability insurance. Purchase orders for goods or services that generate greater risk exposure may require additional insurance limits and / or coverages. You will be notified by Purchasing Department of any additional requirements that may apply to a specific purchase order type.

Limits:

Commercial General Liability:

Each Occurrence: \$1,000,000.00

Personal and Advertising Injury: \$1,000,000.00

General Aggregate: \$2,000,000.00

Products and Completed Operations Aggregate: \$2,000,000.00

The Purchasing Department must receive and submit to Risk Management for approval your company's certificate of insurance before goods or services may be ordered.

It is vital that "Pinellas County, a political Subdivision of the State of Florida" be shown as both certificate holder and indicated as additional insured.

If you have any questions regarding the completion of the insurance certificate contact Pinellas County Risk Management at (727) 464-3684.

**MATERIAL QUALITY** - All materials purchased and delivered against this agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the Pinellas County.

**MATERIAL SAFETY DATA** - In accordance with OSHA Hazardous Communications Standards, it is the seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

**NON-EXCLUSIVE AGREEMENT** - Award of this Agreement shall impose no obligation on the Pinellas County to utilize the vendor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. Pinellas County specifically reserves the right to concurrently agree with other companies to provide similar work if it deems such action to be in the Pinellas County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

**PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR** - The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this agreement and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this agreement. The Contractor shall maintain any and all permits and licenses required to complete this agreement.

**PRICES** - Prices are F.O.B. destination unless otherwise specified and agreed to by the Pinellas County.

- **DELIVERY/CLAIMS** - Prices quoted shall be F.O.B. Destination, **FREIGHT INCLUDED** and unloaded to location(s) within Pinellas County. Actual delivery address (es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

**PURCHASE ORDER NUMBER** - Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. Pinellas County will not be responsible for goods delivered without a Purchase Order Number.

**REMEDIES** - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code and applicable law.

**RIGHT TO AUDIT** - The Contractor shall retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-178(j).

**SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent Jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

**TAX EXEMPTION** - The Florida State Sales Tax Exemption Number for Pinellas County is on page one of the purchase order. Federal Excise Tax Exemption Number is available by contacting the Purchasing Department.

**TAXES** - Payments to Pinellas County are subject to applicable Florida taxes.

**TERMINATION** - Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

**VARIATION IN QUANTITY** - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

**WARRANTY** - Seller warrants that the goods are merchandisable and as described in Purchase Order.

**Vendor Signature**

Vendor hereby agrees to the above Standard Purchase Order Terms and Conditions:

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *QL*  
**FROM:** Anela Saday, Senior Procurement Analyst *AS*  
**DATE:** 05/10/2022  
**SUBJECT:** Increase File No. 190025-C-CM Hydraulic Repair, Parts, and Services

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### RECOMMENDATION:

Increase File No. 190025-C-CM, utilizing Pinellas County Bid No. 167-0444Q(RF) for hydraulic repairs, parts, and services with Hose & Hydraulics, Incorporated from \$24,000.00 to \$48,000.00, an annual increase of \$24,000.00 for a period through August 10, 2022, for Fleet Maintenance.

### BACKGROUND:

On August 09, 2017, Pinellas County Administratively awarded Bid No. 167-0444Q(RF). On October 23, 2018, the City administratively approved File No. 190025-C-CM to piggyback that contract in an estimated annual amount of \$17,500.00. On October 05, 2020, the City administratively increased the contract by \$6,500.00, from \$17,500.00 to \$24,000.00, to cover unexpected larger vehicle and equipment repairs. This increase is needed to cover additional repairs that may be required through the remainder of the contract period.

The purpose of this contract is to provide as needed hydraulic repairs, parts, and services to maintain City vehicles and equipment (see attached memo).

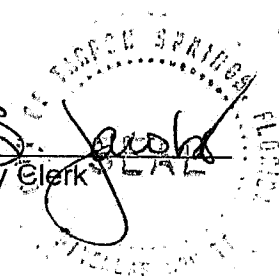
**FUNDING:** Will be identified as repairs, parts, and services are required.

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

*[Signature]*  
City Manager

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

*[Signature]*  
City Clerk





**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director *TF*

Date: April 4, 2022

Subject: Increase File #190025-C-CM for Hydraulic Repair, Parts & Service

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**Recommendation:**

Increase File #190025-C-CM for the purchase Hydraulic Repair, Parts & Service and services to Hose & Hydraulics Inc. for the period of October 23, 2021 through October 9, 2022, in an estimated annual amount of \$24,000.00 to \$48,000, which is an increase of \$24,000.

**Background:**

Due to unexpected larger vehicle/equipment repairs, it necessary to increase this contract amount for additional repairs that may be required through the end of the contract period.

Funding will be determined as repairs, parts and services are identified.



# CITY OF TARPON SPRINGS, FL

Procurement Services

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

**TO:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**FROM:** Anthony McGee, CPPB, MBA, Senior Procurement Analyst  
**DATE:** October 5, 2020  
**SUBJECT:** Administrative Approval to Increase File No. 190025-C-CM utilizing Pinellas County Quote No. 167-0444-Q(RF), Hydraulic Repair, Parts & Services

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## RECOMMENDATION:

Increase File No. 190025 utilizing Pinellas County Bid No. 167-0444-Q(RF) for hydraulic repairs, parts and service to Hose & Hydraulics, Inc. from in an annual amount of \$17,500.00 to \$24,000.00 an increase of \$6,500.00 for Fleet Maintenance.

## BACKGROUND:

On August 9, 2017, Pinellas County administratively approved the award of Quote No. 167-0444-Q(RF) to Hose & Hydraulics, Inc. for five (5) year period.

The purpose of this contract is to provide hydraulic repairs, parts and service.

**FUNDING:** Funding will be identified as repairs, parts and services are required.

Approved \_\_\_\_\_

  
Jay Jackus, CPPO, CPPB  
Procurement Services Director

Date of Approval \_\_\_\_\_

10-5-2020



# CITY OF TARPON SPRINGS, FL

Procurement Services

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

**TO:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**FROM:** Cathy Morgan, CPPO, CPPB, Senior Procurement Analyst  
**DATE:** October 22, 2018  
**SUBJECT:** Administrative Approval to Award File No. 190025-C-CM utilizing Pinellas County Quote No. 167-0444-Q(RF), Hydraulic Repair, Parts & Services

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**RECOMMENDATION:**

Award File No. 190025 to Hose & Hydraulics, Inc. Inc. utilizing Pinellas County Bid No. 167-0444-Q9RF) for hydraulic repairs, parts and service in an estimated annual amount of \$17,500 for the period October 22, 2018 through October 9, 2022 for Fleet Maintenance.

**BACKGROUND:**

On August 9, 2017, Pinellas County administratively approved the award of Quote No. 167-0444-Q(RF) to Hose & Hydraulics, Inc. for five (5) year period.

The purpose of this contract is to provide hydraulic repairs, parts and service.

**FUNDING:** Funding will be identified as repairs, parts and services are required.

Approved \_\_\_\_\_

  
Jay Jackus, CPPO, CPPB  
Procurement Services Director

Date of Approval \_\_\_\_\_

10-23-18



**Pinellas County Purchasing Department  
 Board of County Commissioners  
 Pinellas County**

400 S Ft Harrison Ave  
 6<sup>th</sup> Floor Annex Bldg  
 Clearwater FL 33756

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	10-AUG-2017
Revision Date	
Buyer/Phone No	Suzanne Otocky-Pascarella 727-464-4123
Sales Tax Exempt No	85-8013287050C-7
Requisitioner	
Director Approval Quote/Contact	

**Supplier:**  
 Hose & Hydraulics Inc  
 504 S Myrtle Ave  
 Clearwater FL 33756  
 727-461-2079

**Ship To:**  
 Fleet Management  
 9685 Ulmerton Rd  
 Largo, FL 33771  
 727-582-3000

**Invoice To:**  
 Finance Division Accounts Payable  
 Board of County Commissioners Pinellas County  
 PO Box 2438  
 Clearwater, FL 33757  
 727-464-8389

**Notes:**

167-0444-Q(RF) Hydraulic Repair, Parts & Service

The contracted hourly rates include all labor, supervision, materials, supplies, equipment, tools, disposal, freight charges and travel necessary to provide all contracted services.

Response to Road Service (field repair) requests required within thirty (30) minutes of call from County Representative and provide time commitment for field repair.

Pick-up and delivery of parts shall be provided within twenty-four (24) hours of request, from and to all Fleet Management locations.

Repairs shall be completed with new, quality brand replacement parts.

Time commitment for completion shall be provided to County Representative for all shop repairs.

Invoices must be itemized to show Purchase Order Number, amount of time spent on repair, part information including part numbers with list price, discount percentage and discounted price to Pinellas County.

**Notes:**

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via
194	Net 45	Freight Included	Destination	Best Way
Effective Start Date	Effective End Date	Delivery Date	Amount Agreed	
11-AUG-2017	10-AUG-2022		\$230,000.00	

This Blanket Purchase Agreement (BPA) is not a guaranteed amount. It may be increased or decreased during the contract period internally. Standard Purchase Order(s) will be issued against the BPA as services or goods are needed. The SPO will contain a statement "This PO Line references BPA Number" so you may identify that services should begin. Any other direction to provide goods or services other than a SPO authorized by the Purchasing Department may result in non-payment.

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	Hydraulic Repair, Parts & Service		Dollar (s)	1.0000	.0000
Fixed hourly labor rate is \$55.00 for general hydraulic shop work performed at Vendor's or County Fleet location, hydraulic machine shop work, and/or field repair (Road Service).					
40% Discount off List Price for parts.					
<b>TOTAL</b>					



It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable

**Board of County Commissioners**

Pinellas County, Florida



(Authorized Signature)

**TERMS AND CONDITIONS**

**ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

**ASSIGNMENT/SUBCONTRACTING** - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the Pinellas County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

**CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be part of the agreement created.

**COMPENSATION** - Pinellas County shall pay Contractor upon Contractor's completion of, and Pinellas County's acceptance of, the services required herein, as specified. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70.

- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by Supplier in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.
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**GOVERNING LAW** - The laws of the State of Florida shall govern this agreement.

**INDEMNITY PROVISION** - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the Pinellas County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Pinellas County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

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**INQUIRIES** - Any inquiries relative to Purchase Order should be directed to the Purchasing Department. Collect telephone calls will not be accepted.

**INSPECTION** - Goods rejected due to inferior quality or workmanship will be returned to Contractor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from Pinellas County.

**INSURANCE** - The Contractor shall maintain insurance acceptable to Pinellas County, in full force and effect throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with the insurance requirements, evidencing such coverage prior to the commencement of any work under this agreement.

**MATERIAL QUALITY** - All materials purchased and delivered against this agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the Pinellas County.

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**RIGHT TO AUDIT** - The Contractor shall retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

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**TAXES** - Payments to Pinellas County are subject to applicable Florida taxes.

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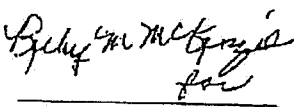
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**VARIATION IN QUANTITY** - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

**WARRANTY** - Seller warrants that the goods are merchandisable and as described in Purchase Order.

<b>SUBMIT TO:</b> PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756	 <h2 style="margin: 0;">INVITATION TO QUOTE</h2> <p style="font-size: small; text-align: center;">QUOTES ARE NOT OPENED PUBLICLY AND                  QUOTES ARE ACCEPTED VIA FAX, EMAIL OR U.S. MAIL</p>
<b>ISSUE DATE:</b> Friday, July 7, 2017	<b>QUOTE TITLE:</b> Hydraulic Repair, Parts & Service
<b>QUOTE DUE:</b> Wednesday, July 26, 2017 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 30 DAYS FROM DATE LISTED ABOVE.	<b>QUOTE NUMBER:</b> 167-0444-Q(RF)
<b>DEADLINE FOR WRITTEN QUESTIONS:</b> Friday, July 14, 2017 BY 12:00 P.M. <b>CONTACT PERSON:</b> Rebecca Flesback AT <a href="mailto:rdflesback@pinellascounty.org">rdflesback@pinellascounty.org</a> <b>PHONE:</b> 727-464-3788 <b>Fax:</b> 727-464-3925	 <b>JOSEPH LAURO,</b> CPFO/CPFB Director of Purchasing
<p style="text-align: center;"><b>THE MISSION OF PINELLAS COUNTY</b></p> <p style="font-size: x-small;">Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	

**QUOTER MUST COMPLETE THE FOLLOWING**

QUOTERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE QUOTE RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A QUOTER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE QUOTE OPENING DATE AS ADVERTISED. BY SIGNING THIS QUOTE FORM QUOTERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER QUOTE TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

**PAYMENT TERMS:** \_\_\_% \_\_\_DAYS, NET 45 (PER F.S. 218.73)\*QUOTE DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

**QUOTER (COMPANY NAME):** Hose & Hydraulics Inc. **D/B/A** \_\_\_\_\_

**MAILING ADDRESS:** 13088 60th Street N. **CITY / STATE / ZIP** Clearwater, Fl 33760

**COMPANY EMAIL ADDRESS:** hoseandhydraulics@gmail.com

**PHN:** (727) 538-4903 **FAX:** (727)535-6867

**\*REMIT TO NAME:** Hose & Hydraulics, Inc.  
 (As Shown On Company Invoice)

**CONTACT NAME:** Liz Simmons


**FEIN#** 59-2471527

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

**PRINT NAME:** LIZ SIMMONS

**EMAIL ADDRESS:** lsimmons@hosenhydraulics.com

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS QUOTE, INCLUDING INSURANCE REQUIREMENTS, & CERTIFY I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE QUOTER.

**AUTHORIZED SIGNATURE:**   
**PRINT NAME/TITLE:** JASON BORIN VP/OWNER

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	✓
W-9 (TAXPAYER ID)	✓

**SEE PAGE 18 SECTION F FOR QUOTE PRICING SUMMARY**

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

**SECTION A: GENERAL CONDITIONS**

1. **PREPARATION OF QUOTE:**  
Quote will be prepared in accordance with the following:
  - (a) Our enclosed Quote Summary is to be used in submitting your quote.
  - (b) All information required by the Quote Summary shall be furnished. The quoter should print or type name and manually sign the schedule and each continuation sheet on which an entry is made.
  - (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
  - (d) Alternate quotes will not be considered unless authorized by the Invitation to Quote.
  - (e) Proposed delivery time must be shown and shall include Sundays and holidays.
  - (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the quoter and deemed to have been included in the quote. The Laws of the State of Florida provide that sales and use taxes are payable by the quoter upon the tangible personal property incorporated in the work and such taxes shall be paid by the quoter and be deemed to have been included in the quote.
  - (g) Quoters shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
  - (h) Quoters shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the quote conditions. Plea of ignorance by the quoter of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the quoter to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
  - (i) Quoters are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.
  
2. **DESCRIPTION OF SUPPLIES:**
  - (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Quotes will be considered for all brands which meet the quality of the specifications listed for any items.
  - (b) Quoters are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
  - (c) Quoters will submit, with their quote, data necessary to evaluate and determine the quality of the item(s) they are quoting.
  
3. **ALTERNATES:**  
Unless otherwise provided in an Invitation to Quote or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Quoter or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.
  
4. **REJECTION OF QUOTE:**
  - (a) The County may reject a quote if:
    1. The quoter misstates or conceals any material fact in the quote.
    2. The quote does not strictly conform to the law or requirements of quotes.
    3. The quote is conditional, except that the quoter may qualify the quoter for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis quote must include all items upon which the quote was invited.
  - (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all quotes or parts of quotes at any stage of the procurement process through the award of a contract.
  - (c) The County reserves the right to waive minor informalities or irregularities in any quote.
  
5. **WITHDRAWAL OF QUOTE:**
  - (a) Quote may not be withdrawn after the time set for the quote submittal for a period of time as specified.
  - (b) Quote may be withdrawn prior to the time set for the quote submittal. Such request must be in writing.

**SECTION A: GENERAL CONDITIONS**

**6. LATE QUOTE OR MODIFICATIONS:**

- (a) Quote and modifications received after the time set for the quote submittal will not be considered. In addition, late quotes will not be accepted, will be rejected and will be returned for any reason. This upholds the integrity of the quoting process.
- (b) Modifications in writing received prior to the time set for the quote submittal will be accepted.

**7. PUBLIC REVIEW:**

Pursuant to Florida Statute, Section 119.071(1)(b)2, all quotes submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

**8. TABULATION INQUIRIES:**

Inquiries relating to the results of this quote, prior to award, may be made by contacting the Pinellas County Purchasing Office. Tabulations will be available after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

**9. AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible quoter whose quote, conforming to the Invitation to Quote, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Quote for Sale of Real or Surplus Property, award will be made to the highest and most advantageous quote including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the quoter qualifies his quote by specified limitations. Re Par. 4(a) 3.
- (c) If two or more quotes received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more quotes received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Quote.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful quoter, shall result in a binding contract without further action by either party.

**10. QUOTES FROM RELATED PARTIES OR MULTIPLE QUOTES RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a quote or multiple quotes are received from one (1) vendor, for any contract, such quotes or shall be judged non-responsive. Related parties mean quoters or the principles thereof, which have a direct or indirect ownership interest in another quoter for the same contract or in which a parent company or the principles thereof of one (1) quoter have a direct or indirect ownership interest in another quoter for the same contract.

**11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Invitation to Quote. Quoters shall comply with all local, state, and federal directives, orders and laws as applicable to this quote and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**12. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the quoter, the quoter agrees to make available to all Government agencies, departments, and municipalities the quote prices submitted in accordance with said quote terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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

**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*

**DATE:** 10/25/2022

**SUBJECT:** Award File No. 230022-C-JL, Holiday Lighting Display utilizing City of St. Petersburg IFB No. 8435, Lighting Services Holiday Displays

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### RECOMMENDATION:

Award File No. 230022-C-JL, utilizing City of St. Petersburg IFB No. 8435, Lighting Services, Holiday Displays to Rileighs Outdoor, LLC., d/b/a Clark Sales Display, Inc. through August 31, 2025, in an estimated annual amount of \$60,000 for the Public Works Department. Purchase orders will be issued against approved budgets.

### BACKGROUND:

On August 18, 2022, the City of St. Petersburg awarded a Cooperative Contract for Lighting Services, Holiday Displays which included the requirements for the City of Tarpon Springs. This contract is effective for a three year period through August 31, 2025, and has a one (1) two-year renewal option.

The purpose of this contract is to furnish and install holiday displays and then remove the displays after the holiday season. Staff can schedule removing the displays through January 12<sup>th</sup>. Amount Expended in FY22 was, \$55,258.

**FUNDING:** Account # 001-1203-539.4400 / Public Works, Bldg & Grounds

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






**Public Works Department  
Office of the Director**

Thomas Funcheon  
Public Works Director

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To: Janina Lewis, Procurement Services Director  
From: Tom Funcheon, Public Works Director  
Date: August 24, 2022   
Re: Annual Christmas Decorations Rentals

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Approve utilizing (piggyback) St. Petersburg IFB 8435, dated July 1, 2022, with Rileighs Outdoor LLC (dba Clarks Sales Display) for Lighting Services, Holiday Display in the estimated annual amount of \$60,000.

Rileighs Outdoor Décor will keep the rental cost the same for a three (3) year lease period.

Funding has budgeted in the Facilities Maintenance Acct # 001-1203-539.44.

## AGREEMENT

**THIS AGREEMENT, (“Agreement”)** is made and entered into on the 7th day of September, 2022 (“Effective Date”), by and between Rileighs Outdoor, LLC dba Clark Sales Display (“Contractor”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

### WITNESSETH:

**NOW, THEREFORE,** in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) for the City in full and complete accordance with this Agreement. Upon receipt of a purchase order issued by the City to Contractor in accordance with this Agreement (individually, “Purchase Order” and collectively, “Purchase Orders”), Contractor shall furnish the City with the services ordered, to the extent such services are set forth in this Agreement.
  
2. **Agreement Components.**
  - A. The agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM, as applicable (“BPA Form”), Purchase Orders, if any, and the following documents, which are made a part hereof by reference (“Other Documents”):
    - (i) IFB 8435 dated July 1, 2022 (“Document 1”)
    - (ii) IFB 8435, Bid 12973 dated July 15, 2022 (“Document 2”)
  
  - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA Form, (iv) Purchase Orders, if any, and (v) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2, Document 2 governs over Document 3, etc.).
  
3. **Term.** The initial Term of this Agreement commences on the Effective Date and terminates on August 31, 2025, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two (2)-year period at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to “Term” includes the initial Term and all renewal Terms.

4. **Payment.**

A. Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the prices for such services set forth in Appendix B of this Agreement (“Services Pricing”); provided, however, that the City is not required to pay Contractor for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which is inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) must not exceed one hundred eighty-four thousand seven hundred thirty dollars (\$184,730) annually (“Maximum Annual Price”). Contractor shall invoice the City for services in accordance with procedures established by the City, and the City shall pay each invoice in accordance with the Local Government Prompt Payment Act. The Services Pricing and Maximum Annual Price may be increased only in strict accordance with this Agreement.

B. The Services Pricing must remain firm for the initial Term. If the Parties opt to renew this Agreement, an increase in the Services Pricing, if any, must be made by mutual agreement between the Parties in writing, provided that Contractor notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Services Pricing. Further, Contractor shall maintain competitive prices for the Term, and such prices must be comparable to those provided to other customers receiving similar services as the City.

5. **Ordering.** The City will issue Purchase Orders on an as-needed basis. Nothing contained herein may be construed to obligate the City to issue any Purchase Orders under this Agreement. When ordering, the City will furnish Contractor with a Purchase Order number; name of department; name of person placing the order, date of order; description of services ordered; and any required schedule.

6. **Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or

- (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
  - (iii) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
  - (iv) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, or subcontractors; or
  - (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. **Insurance.**

- A. Contractor shall maintain the following minimum types and amounts of insurance throughout the Term at its own expense:
- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
  - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
  - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- B. All of Contractor's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.
- C. All policies must provide that the City will be provided notice at least thirty (30)

days prior to any cancellation, reduction or material change in coverage.

- D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
  - E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
  - F. If the insurance carried by Contractor has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Contractor's insurance limits are greater than the minimum limits set forth herein, then Contractor's insurance limits are deemed to be the required limits in this Agreement.
  - G. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
  - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY:**

City of St. Petersburg  
Procurement and Supply Management Department  
P. O. Box 2842  
St. Petersburg, FL 33731  
Phone: 727-893-7027  
Attention: David E. Malone

**CONTRACTOR:**

Rileighs Outdoor, LLC dba Clark Sales Display  
725 Southridge Industrial Drive  
Tavares, FL 32778  
Phone: 267-916-5033  
Attn: Jasmin Zuhr

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.
12. **Termination.**
  - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.
  - B. The City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Contractor with notice of default or an opportunity to cure, if the City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
  - C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.
  - D. Termination of this Agreement acts as a termination of the BPA Form, any Purchase Orders issued by the City, and the Other Documents.
13. **Amendment.** Unless otherwise specifically provided in paragraph 4, this Agreement may be amended only in a writing executed by both Parties.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
15. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
16. **Compliance with Laws.** Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.
17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement may be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.
20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client list.
21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally

available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Contractor and must be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

26. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("Permitted Delay"), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by



delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. **Permits and Licenses.** Contractor shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
29. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
30. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement is not permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
31. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
32. **Contract Adjustments.**
  - A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.
  - B. There may be no increase in the Services Pricing or the Maximum Annual Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
  - C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original

Scope of Services in accordance with the terms and conditions of this Agreement.

- D. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Services Pricing or the Maximum Annual Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.
33. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.
34. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize Contractor for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.
35. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
36. **Public Records.**
- A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to 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 under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's

request, Contractor shall provide all electronically stored public records to the City in a format approved by the City.

**B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, [CITY.CLERK@STPETE.ORG](mailto:CITY.CLERK@STPETE.ORG), OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein may be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

37. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is attached hereto.

38. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BANK)**

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

**RILEIGHS OUTDOOR, LLC DBA  
CLARK SALES DISPLAY:**

By: Jasmin Zuhre  
Print: Jasmin Zuhre  
Title: VP, Sales

**CITY OF ST. PETERSBURG, FLORIDA: ATTEST**

By: David E. Malone  
David E. Malone, CPSM, Director  
Procurement & Supply Management



[Signature]

City Clerk (Designee)

**Provisions of Contract Approved:**

By: Richard L. Craft  
Print: Richard L. Craft  
Project Manager

**Approved as to Form and Content:**

Sharon Michmaricy  
City Attorney (Designee)

**(Acknowledgment of Contractor)**

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: Jasmin Zuhr

Print: Jasmin Zuhr

VP. Sales

## **Appendix A Scope of Services**

### **1. Intent**

This is a co-operative bid for the purpose of establishing a multi-year contract for the annual requirements of holiday display lighting to be ordered on an as needed basis by, but not limited to, the following participants:

**City of St. Petersburg  
City of Tarpon Springs  
City of Clearwater**

Award shall be consistent among all of the above participants, but each entity shall make their own award. Award of this bid shall be based on the City of St. Petersburg's estimated annual usages. Award of this bid shall be item by item, group by group, or in the aggregate to the lowest responsible Vendor(s) meeting specifications.

### **2. Background**

The City presents the citizens of St. Petersburg and their guests with tradition, color, and excitement by decorating the downtown waterfront with holiday displays once a year. The beautiful holiday decorations are a source of pride to the citizens and children of all ages who look forward to viewing this tradition located along the waterfront in downtown St. Petersburg.

In accordance with the City's environmentally preferable Purchasing Policy, energy efficient Light Emitting Diode (LED) lighting is preferred for all decorations including, but not limited to the tree for the annual tree lighting ceremony which takes place in downtown. Wherever possible, the City would prefer the use of LED lighting for any and all of the displays.

### **3. Scope of Services**

- a. Vendor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary for Lighting: Holiday Display.
- b. Services shall include, but not limited to, installation of specified and approved holiday decorations at locations delineated in this bid request. In addition to designated waterfront parks in downtown St. Petersburg, holiday decorations' locations will include designated spaces on the St. Petersburg Pier™.
- c. Maintain the specified and approved holiday decorations during the display period and prior to installation on any successive year. Remove the specified and approved holiday decorations after the display period and store the specified and approved holiday decorations after the display period until such time they are to be displayed again.
- c. Decorations shall be completely installed and fully lit and functional by the Wednesday preceding Thanksgiving of each year.
- d. The Vendor shall completely remove the entire display by January 7 of each year.

- e. The Vendor shall wire brush, re-tape and re-paint displays every year to cover any abrasions during installation, display, and storage.
- f. The Vendor shall fully test and maintain the displays during the entire time the displays are in operation and shall be available to correct or repair any non-functional displays within 24 hours after notification.
- g. The Vendor shall guarantee that the supplied equipment shall perform as specified.

#### 4. **Substitutions of Products**

- a. Vendor shall provide in writing details supporting “or equal” products listed in the Bid Form. Agency must approve the substituted products, in advance, in writing.
- b. Vendor shall supply photos and literature for all proposed “or equal” products listed in the Bid Form, Pricing Pages.
- c. The City reserves the right to make annual changes to the display items required by the Vendor. Both the City and the Vendor agree to meet at least 30 days prior to the holiday season to discuss and address any potential design, layout, or component changes. Both the City and the Vendor must mutually agree in writing to final display, layout, and component details, as well as pricing.

#### 5. **Minimum Qualifications**

At a minimum, Vendor shall meet the following qualifications:

- a. Have been in the business of providing Lighting: Holiday Display as described herein for a minimum of five years’ experience in large outdoor type displays.
- b. Financial stability and viability to fulfill the commitments of this Agreement.
- c. Maintain the minimum insurance requirements set forth in this Agreement.
- d. Own or have immediate access to the equipment required to provide services.
- e. Be registered with the Florida Division of Corporations to do business within the state of Florida prior to executing an Agreement.
- f. Vendor assigned to the Agreement will be required to maintain current licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City.
- g. The Vendor’s equipment supplier shall fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work.
- h. Vendor shall have all holiday lighting items ready for installation within the agreed timeframe. To that end, Vendor shall maintain stock of lighting, displays and replacement parts in its warehouse as appropriate to support demands.
- i. Have a thorough understanding of all the requirements of this Agreement and fully train and instruct its employees in the standards, tasks, and equipment for performance of the requirements.
- j. Vendors who submit a bid shall not be listed as a subcontract provider of services by any other Vendor who submits a bid nor provide services as a sub-vendor under this Agreement.

**6. References**

Vendor shall provide with its bid package references to include contact information for three other cities for which the same or similar services have been provided. Vendor shall also provide access to an online or physical catalog of available products and video/photo presentations of similar services in other cities.

**7. Servicing Schedule**

Installation and removal of the display shall be coordinated, in advance, through the Program Coordinator.

**8. Additions or Deletions**

The City reserves the right to delete certain displays from the contract or bid list, as necessary. The City may add items to the display if mutually agreed upon with the Vendor.

**9. City's Responsibilities**

- a. City shall establish a Project Coordinator and an alternate to be the authorized departmental representative.
- b. The Project Coordinator shall have the display areas prepared for installation and provide access to the site(s).
- c. The City shall supply the timers and power boxes (single unit).

**10. Account Management**

Vendor shall provide a single point of contact, dedicated account manager, based within the State of Florida who will be readily available during normal business hours to administer the Agreement. Vendor is responsible for notifying the City with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and issue resolution.

**11. Remedy for Non-Performance**

Vendor agrees to immediately remedy, or cure to the City's satisfaction, any non-performance to schedule of services or unsatisfactory work. Vendor agrees that in the event that the Vendor fails to remedy or cure default within twenty-four (24) hours of notice, the City may deduct the cost(s) to correct the default from Vendor's invoice for services.

**12. Call-back**



Vendor shall not charge the City for follow-up or call-back work to correct improper repairs or installation of substandard materials furnished by the Vendor, or faulty workmanship by the Vendor.

**13. Use of Premises**

- a. Vendor shall confine its equipment, apparatus, the storage of materials, and the operation of its employees to the limits indicated by Law, regulations including OSHA, ordinances, permits, or direction of the Project Manager, and shall not unreasonably encumber the premises with its materials. Vendor shall take all measures necessary to protect its own materials. Vendor shall be responsible for all location safety infractions.
- b. Persons not employed by Vendor shall not be permitted on the work site at any time.

**14. Safety Standard**

- a. Vendor shall be responsible for ensuring that its personnel follow all state, federal and local safety laws, ordinances, and regulations applicable to the work to be performed under this Agreement, including Occupational Health and Safety Administration (“OSHA”) and City requirements.
- b. Vendor shall operate all equipment with all safety mechanisms intact and operational per the manufacturers’ instructions.

**15. Damage**

- a. Vendor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work site.
- b. Should any public or private property be damaged or destroyed, Vendor, at its expense, shall subcontract for or make repairs and restoration as is acceptable to the City and owners of destroyed or damaged property within 30 days of the date damage occurs.
- c. Vendor shall utilize City approved, licensed and skilled tradesmen to complete any repairs that it is responsible for providing.

City of St. Petersburg  
**Appendix B - Pricing**  
 Procurement Supply Management

**Estimated Annual Usage**

Description	St. Petersburg	Tarpon Springs	Clearwater	Unit Of Measure	Unit Price	Extended Price
Celestial arch, large 8' wide x 11' tall, mounted over sidewalk Mfg./Model No.:	6			EACH	238	\$1,428.00
Candy cane spray, 8.5' wide x 10' tall candy cane spray, (2250 Mfg./Model No.:	4			EACH	750	\$3,000.00
50' Animated Panel Tree with 8' 3D tree topper done in cool white LED lights; tree to have 12726+ retro fit C7 multi-color LED lighting & strobes programmed to fade on 11 individual rows of tree with 4 channels per row, complete with 2121 traditional holiday colored ornaments sided from 4" to 8" (707-4", 1111 - 6", and 303 -8", base size 23' in diameter (17250 watts/150 amps, using energy efficient C7 candelabra retro fit LED lighting Mfg./Model No.:	1	1	1	EACH	33392	\$33,392.00
Trigger Switch - External trigger switch and start up program for animated tree Mfg./Model No.:	1	1	1	EACH	0	\$0.00
3D LOVE light up display 6'Hx16"Dx18'L with 5900 5MM LED's Mfg./Model No.:	1			EACH	9250	\$9,250.00
3D Gold Majestic Gift Box Towers 9'W x 4'H Mfg./Model No.:	2		1	EACH	4700	\$9,400.00
13' Panel Tree including 3D star, complete with C7 LED Lighting (No ornaments, base size 5' Mfg./Model No.:	6			EACH	1350	\$8,100.00
6.5' 3D Gift Box (LED) Mfg./Model No.:	1		1	EACH	2585	\$2,585.00
24" single decorative Fiberglass ornament Mfg./Model No.:	2	4		EACH	385	\$770.00
Animated Running Squirrels LED Display 4.5' x 4.5' (approximate size) Mfg./Model No.:	1	5		EACH	8700	\$8,700.00
3D LED lighted silhouette deer (3 bucks, 3 does in different poses, bucks approx height 7' tall, does approx 5' tall) Mfg./Model No.:	6	4		EACH	748	\$4,488.00
Scroll, Peace on Earth with poinsettia blooms, 20' wide x 8' tall, (3490 watts / 27 amps) has approximately 5 plugs or agency approved equal. Mfg./Model No.:	1			EACH	3074	\$3,074.00
3D bell - 6.5' tall with glitter mesh highlights (LED) Mfg./Model No.:	1	1		EACH	1495	\$1,495.00
3D ornament, 8' tall with glitter mesh highlights (LED) Mfg./Model No.:	1	1	1	EACH	1290	\$1,290.00

**Appendix B - Pricing**

Procurement Supply Management

3D holiday tree, 8' Tall with glitter mesh highlights (LED)	1		2	EACH	1370	\$1,370.00
Mfg./Model No.:						
3D Joy Display, 6'Hx16"Dx12'L	1			EACH	7675	\$7,675.00
Mfg./Model No.:						
3' Sky Ornament (Blue/Silver)	1	5	2	EACH	1195	\$1,195.00
Mfg./Model No.:						
3' Classic Ornament (Purple/Silver)	1	5	2	EACH	990	\$990.00
Mfg./Model No.:						
5' Sky Ornament (Red/green)	1	2		EACH	1950	\$1,950.00
Mfg./Model No.:						
7 Ornament set of Multicolored fiberglass C7 bulbs with faux wire and plug, each bulb 6'x2' (1 set of 7 ornaments)	1	1	1	EACH	7295	\$7,295.00
Mfg./Model No.:						
42" fiberglass ball decorative ornament pyramid stack (four (4) ornaments stacked together; three (3) in a triangle base and one (1) on top, multicolored)	3	1		EACH	3200	\$9,600.00
Mfg./Model No.:						
75' - 9" RED PVC/ MET GARLAND & 75' 9" WHITE PVC GARLAND	24			EACH	280	\$6,720.00
Mfg./Model No.:						
75' - 9" PVC/ MET GARLAND ALTERNATING WITH RED & GREEN	7			EACH	140	\$980.00
Mfg./Model No.:						
26' W X 8' T HAPPY HOLIDAYS SILHOUETTE WITH GARLAND OUTLINE COMPLETE WITH STARS (LED)	1			EACH	2900	\$2,900.00
Mfg./Model No.:						
50' - 9" RED GARLAND POLE TRIM	20	55		EACH	98.5	\$1,970.00
Mfg./Model No.:						
75' - 9" PVC/ MET GARLAND ALTERNATING WITH RED & GREEN	22			EACH	140	\$3,080.00
Mfg./Model No.:						
18' W X 3' T SILHOUETTE PEACE ON EARTH SCROLL BANNER	1			EACH	3200	\$3,200.00
Mfg./Model No.:						
5.5' Polar Bear Bench (appropriately constructed for photo opportunities)	1		1	EACH	2100	\$2,100.00
Mfg./Model No.:						
5' POLE MOUNT SAILBOAT WREATH (LED)	9	71	1	EACH	260	\$2,340.00
Mfg./Model No.:						
5.5' POINSETTIA WITH STEM (LED)	7		76	EACH	216	\$1,512.00
Mfg./Model No.:						

### Appendix B - Pricing

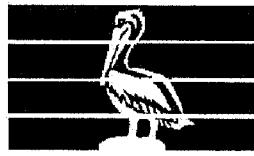
Procurement Supply Management

21' TREE OF LIGHTS WITH STAR. (GREEN LED'S) BASE SIZE 7', STAR 3'	2	3		EACH	2365	\$4,730.00
Mfg./Model No.:						
34' TALL OVERALL HEIGHT DELUXE PANEL TREE INCLUDING 6' 3D STAR COMPLETE WITH: 3575+ C7 MULTI COLORED RETRO FIT LED LIGHTS. 1400+ 4"-8" TRADITIONAL COLORED METALLIC ORNAMENTS. 1- 6' 3D- SILHOUETTE NATIVITY STAR	1	1		EACH	13747	\$13,747.00
Mfg./Model No.:						
25.5' W X 10' T ANIMATED DELUXE SANTA SLEIGH (LED)	1			EACH	2744	\$2,744.00
Mfg./Model No.:						
10' W X 10' T SILHOUETTE WALK THROUGH ARCH (LED)	8		5	EACH	225	\$1,800.00
Mfg./Model No.:						
75' long, 9" thick red pvc garland/75' long, 9" thick white pvc garland	10			EACH	280	\$2,800.00
Mfg./Model No.:						
7.5' X 7.5' WREATH PHOTO PORTAL DISPLAY WITH GLITTER MESH HIGHLIGHTS	1		1	EACH	2000	\$2,000.00
Mfg./Model No.:						
17' W X 23' T DELUX PEACE ON EARTH GLOBE WITH FLYING PEACE DOVES (LED)	1			EACH	6300	\$6,300.00
Mfg./Model No.:						
175' long, 14" wide LED lighted branch garland with traditional colored ornaments (approximately 700 total per swag. Ornaments sized 2.75" - 4"	1			EACH	3000	\$3,000.00
Mfg./Model No.:						
18" RED STRUCTURAL BOW	12			EACH	480	\$5,760.00
Mfg./Model No.:						
ADDED VALUE- AUGMENTED REALITY GAME	1				0	0
Discount Schedule					Total:	\$184,730.00
For items not listed on the Invitation for Bid, please provide a discount from your firm's pricing list/catalog.						
					<b>Grand Total:</b>	<b>\$184,730.00</b>
Supplier:						
Catalog No./date:						
Catalog Name:						
Discount: %					<b>Percent off Discount:</b>	<b>5.00%</b>

\*ALL LEASED ITEMS ARE DISCOUNTED OFF MSRP.



# CONSENT



# AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A  
August 18, 2022

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

**(Procurement)**

- 22-401 1. Approving the renewal of a three-year blanket purchase agreement for water and wastewater supplies, with Core & Main LP., in the amount of \$7,000,000, for a total contract amount of \$16,500,000.
- 22-402 2. Approving three-year blanket purchase agreements with Envirowaste Services Group, Inc., LMK Pipe Renewal LLC., Granite Inliner LLC., National Water Main Cleaning Co., and Vortex Services LLC. for Gravity Pipe Cleaning and CCTV Inspections, for the Water Resources Department and Stormwater, Pavement and Traffic Operations Department at a total contract amount of \$8,000,000.
- 22-403 3. Approving an increase in allocation for yard waste reduction and marketing services, with Consolidated Resources Recovery, Inc. in the amount of \$3,300,000 for a total contract amount of \$4,000,000.
- 22-404 4. Accepting a bid from TLC Diversified, Inc. for the Lift Station No. 42 Replacement in the amount of \$2,587,000. (ECID Project No. 18097-111; Oracle No. 16355)
- 22-405 5. Approving an increase in allocation for full coverage HVAC services at MSC, City Hall, and City Hall Annex with Johnson Controls, Inc. in the amount of \$50,000, for a total contract amount of \$960,593.
- 22-406 6. Approving the renewal of a one-year blanket purchase agreement with Cherry Bekaert LLP, for external auditing services, at a cost of \$232,000, for a total contract amount of \$864,625.
- 22-407 7. Approving a blanket purchase agreement with Rileighs Outdoor, LLC dba Clark Sales Display, for lighting services, holiday displays, for the Parks and Recreation Department, at an estimated annual cost of \$195,000 per year, for a three-year total contract amount of \$585,000.

**(City Development)**

**(Leisure Services)**

**(Public Works)**

**(Appointments)**

**(Miscellaneous)**

2022-407

A RESOLUTION APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO RILEIGHS OUTDOOR, LLC DBA CLARK SALES DISPLAY FOR LIGHTING SERVICES AND HOLIDAY DISPLAYS FOR THE PARKS AND RECREATION DEPARTMENT AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$585,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received two bids for lighting services and holiday displays for the Parks and Recreation Department pursuant to IFB No. 8435 dated July 1, 2022; and

WHEREAS, Rileighs Outdoor, LLC dba Clark Sales Display has met the specifications, terms and conditions of IFB No. 8435 dated July 1, 2022; and

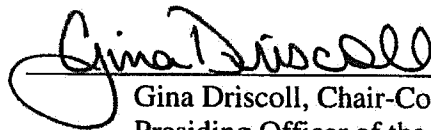
WHEREAS, the Procurement & Supply Management Department, in cooperation with the Parks and Recreation Department, recommend approval of this resolution.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year blanket purchase agreement with one two-year renewal option to Rileighs Outdoor, LLC dba Clark Sales Display for lighting services and holiday displays for the Parks and Recreation Department at a total contract amount not to exceed \$585,000 for the initial term is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 18<sup>th</sup> day of August 2022.

  
Gina Driscoll, Chair-Councilmember  
Presiding Officer of the City Council

ATTEST:   
Chan Srinivasa, City Clerk



City of St. Petersburg  
**Bid Tabulation**  
Procurement and Supply Management

Item No.	Description	EAU UOM	Rileighs Outdoor, LLC dba Clarks Outdoor Décor/ Rileighs Outdoor Décor/Holiday Outdoor Décor Tavares, FL Terms: Net 30 Delivery: 8 Days		South Florida Lighting Team, LLC dba Miami Christmas Lights Miami Lakes, FL Terms: Net 30 Delivery: 90 Days	
			Unit Price	Extended Price	Unit Price	Extended Price
1	Celestial arch, large 8' wide x 11' tall, mounted over sidewalk (375 watts / 3 amps) or agency approved equal.	6 EACH	\$238.00	\$1,428.00	\$1,500.00	\$9,000.00
2	Candy cane spray, 8.5' wide x 10' tall candy cane spray, (2250 watts) or agency approved equal.	4 EACH	750.00	3,000.00	950.00	3,800.00
3	50' Animated Panel Tree with 8' 3D tree topper done in cool white LED lights; tree to have 12726+ retro fit C7 multi-color LED lighting & strobes programmed to fade on 11 individual rows of tree with 4 channels per row, complete with 2121 traditional holiday colored ornaments sided from 4" to 8" (707-4", 1111 - 6", and 303 -8", base size 23' in diameter (17250 watts/150 amps, using energy efficient C7 candelabra retro fit LED lighting	1 EACH	33,392.00	33,392.00	35,000.00	35,000.00
4	Trigger Switch - External trigger switch and start up program for animated tree	1 EACH	0	0	1,500.00	1,500.00
5	3D LOVE light up display 6'Hx16"Dx18'L with 5900 5MM LED's	1 EACH	9,250.00	9,250.00	3,500.00	3,500.00
6	3D Gold Majestic Gift Box Towers 9'W x 4'H	2 EACH	4,700.00	9,400.00	4,200.00	8,400.00
7	13' Panel Tree including 3D star, complete with C7 LED Lighting (No ornaments, base size 5'	6 EACH	1,350.00	8,100.00	4,500.00	27,000.00
8	6.5' 3D Gift Box (LED)	1 EACH	2,585.00	2,585.00	3,500.00	3,500.00
9	24" single decorative Fiberglass ornament	2 EACH	385.00	770.00	2,000.00	4,000.00
10	Animated Running Squirrels LED Display 4.5' x 4.5' (approximate size)	1 EACH	8,700.00	8,700.00	1,650.00	1,650.00
11	3D LED lighted silhouette deer (3 bucks, 3 does in different poses, bucks approx height 7' tall, does approx 5' tall)	6 EACH	748.00	4,488.00	1,500.00	9,000.00
12	Scroll, Peace on Earth with poinsettia blooms, 20' wide x 8' tall, (3490 watts / 27 amps) has approximately 5 plugs or agency approved equal.	1 EACH	3,074.00	3,074.00	3,500.00	3,500.00
13	3D bell - 6.5' tall with glitter mesh highlights (LED)	1 EACH	1,495.00	1,495.00	4,000.00	4,000.00
14	3D ornament, 8' tall with glitter mesh highlights (LED)	1 EACH	1,290.00	1,290.00	4,500.00	4,500.00
15	3D holiday tree, 8' Tall with glitter mesh highlights (LED)	1 EACH	1,370.00	1,370.00	2,000.00	2,000.00
16	3D Joy Display, 6'Hx16"Dx12'L	1 EACH	7,675.00	7,675.00	3,500.00	3,500.00
17	3' Sky Ornament (Blue/Silver)	1 EACH	1,195.00	1,195.00	500.00	500.00
18	3' Classic Ornament (Purple/Silver)	1 EACH	990.00	990.00	500.00	500.00
19	5' Sky Ornament (Red/green)	1 EACH	1,950.00	1,950.00	500.00	500.00
20	7 Ornament set of Multicolored fiberglass C7 bulbs with faux wire and plug, each bulb 6"x2' (1 set of 7 ornaments)	1 EACH	7,295.00	7,295.00	3,500.00	3,500.00
21	42" fiberglass ball decorative ornament pyramid stack (four (4) ornaments stacked together; three (3) in a triangle base and one (1) on top, multicolored)	3 EACH	3,200.00	9,600.00	7,900.00	23,700.00



City of St. Petersburg  
**Bid Tabulation**  
Procurement and Supply Management

Item No.	Description	EAU UOM	Rileighs Outdoor, LLC dba Clarks Outdoor Décor/ Rileighs Outdoor Décor/Holiday Outdoor Décor Tavares, FL Terms: Net 30 Delivery: 8 Days		South Florida Lighting Team, LLC dba Miami Christmas Lights Miami Lakes, FL Terms: Net 30 Delivery: 90 Days	
			Unit Price	Extended Price	Unit Price	Extended Price
22	75' - 9" RED PVC/ MET GARLAND & 75' 9" WHITE PVC GARLAND	24 EACH	280.00	6,720.00	750.00	18,000.00
23	75' - 9" PVC/ MET GARLAND ALTERNATING WITH RED & GREEN	7 EACH	140.00	980.00	375.00	2,625.00
24	26' W X 8' T HAPPY HOLIDAYS SILHOUETTE WITH GARLAND OUTLINE COMPLETE WITH STARS (LED)	1 EACH	2,900.00	2,900.00	5,500.00	5,500.00
25	50' - 9" RED GARLAND POLE TRIM	20 EACH	98.50	1,970.00	400.00	8,000.00
26	75' - 9" PVC/ MET GARLAND ALTERNATING WITH RED & GREEN	22 EACH	140.00	3,080.00	375.00	8,250.00
27	18' W X 3' T SILHOUETTE PEACE ON EARTH SCROLL BANNER	1 EACH	3,200.00	3,200.00	4,000.00	4,000.00
28	5.5' Polar Bear Bench (appropriately constructed for photo opportunities)	1 EACH	2,100.00	2,100.00	2,500.00	2,500.00
29	5' POLE MOUNT SAILBOAT WREATH (LED)	9 EACH	260.00	2,340.00	300.00	2,700.00
30	5.5' POINSETTIA WITH STEM (LED)	7 EACH	216.00	1,512.00	650.00	4,550.00
31	21' TREE OF LIGHTS WITH STAR. (GREEN LED'S) BASE SIZE 7', STAR 3'	2 EACH	2,365.00	4,730.00	5,500.00	11,000.00
32	34' TALL OVERALL HEIGHT DELUXE PANEL TREE INCLUDING 6' 3D STAR COMPLETE WITH: 3575+ C7 MULTI COLORED RETRO FIT LED LIGHTS. 1400+- 4"-8" TRADITIONAL COLORED METALLIC ORNAMENTS. 1- 6' 3D- SILHOUETTE NATIVITY STAR	1 EACH	13,747.00	13,747.00	25,000.00	25,000.00
33	25.5' W X 10' T ANIMATED DELUXE SANTA SLEIGH (LED)	1 EACH	2,744.00	2,744.00	4,600.00	4,600.00
34	10' W X 10' T SILHOUETTE WALK THROUGH ARCH (LED)	8 EACH	225.00	1,800.00	750.00	6,000.00
35	75' long, 9" thick red pvc garland/75' long, 9" thick white pvc garland	10 EACH	280.00	2,800.00	750.00	7,500.00
36	7.5' X 7.5' WREATH PHOTO PORTAL DISPLAY WITH GLITTER MESH HIGHLIGHTS	1 EACH	2,000.00	2,000.00	4,600.00	4,600.00
37	17' W X 23' T DELUX PEACE ON EARTH GLOBE WITH FLYING PEACE DOVES (LED)	1 EACH	6,300.00	6,300.00	12,500.00	12,500.00
38	175' long, 14" wide LED lighted branch garland with traditional colored ornaments (approximately 700 total per swag. Ornaments sized 2.75" - 4"	1 EACH	3,000.00	3,000.00	6,125.00	6,125.00
39	18" RED STRUCTURAL BOW	12 EACH	480.00	5,760.00	70.00	840.00
<b>SubTotal:</b>				<b>\$184,730.00</b>		<b>\$286,840.00</b>
<b>Grand Total:</b>				<b>\$184,730.00</b>		<b>\$286,840.00</b>
<b>Percent off Discount:</b>				<b>5%</b>		<b>10%</b>



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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

**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*

**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*

**DATE:** 10/25/2022

**SUBJECT:** Award File No. 230029-C-AS, Fire Equipment, Supplies, and Service Utilizing Lake County Contract No. 22-730G

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### RECOMMENDATION:

Award File No. 230029-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G to Municipal Emergency Services, Inc. (MES), in an estimated amount not to exceed \$50,000, through July 31, 2023, for the Fire Department.

### BACKGROUND:

On August 1, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. This contract has two (2) additional two (2)-year renewal options. The purpose of this contract is to furnish and deliver ongoing and as needed equipment, parts, supplies, and service, including bunker gear, and required annual testing of self-contained breathing apparatus (SCBAs) worn by firefighters to ensure their safety. The Fire Department plans to use this contract to purchase equipment for the new firetruck currently on order (see attached memo).

**FUNDING:** 001-1102-522.52-00 - Fire Operating Supplies,  
001-1102-522.46-00 - Fire Maintenance & Repairs

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

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



# Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH TARPON SPRINGS, FLORIDA 34689  
PHONE: (727) 938-3737 FAX: (727) 934-0588




**CRAIG MISENER**  
Deputy Chief  
Operations / LMS  
cmisener@tsfr.us

**SCOTT YOUNG**  
Fire Chief  
syoun@tsfr.us

**RICHARD WALSH**  
Deputy Chief  
Administration  
rwalsh@tsfr.us

**RICHARD KINNEY**  
Fire Marshal  
rkkinney@tsfr.us

To: Janina Lewis, Procurement Services Director  
From: Scott Young, Fire Chief   
Re: Municipal Emergency Services Contract Renewal  
Date: October 17, 2022

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## **Recommendation**


Authorize contract for fire protection equipment, parts, supplies & service with Municipal Emergency Services (MES) in the amount of \$50,000.

## **Background**

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing on its SCBA's and is essential to ensure firefighter safety. MES is certified in the annual testing of our air packs. MES also provides the department with our fire protective gear and tools by using The Lake County Contract. In addition, The Fire Department plans on utilizing this contract to purchase equipment for the new firetruck that is on order. MES's performance has met the needs of our department with their services.

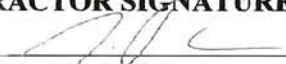
## **Funding**

Fund for these items are budgeted in the account: *Operating Supplies* 001-1102-522.52-00,  
*Maintenance & Repairs* 001-1102-522.46-00.





**MODIFICATION OF CONTRACT**

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482
Issued By: <p align="center">Procurement Services          Lake County Administration Building          315 W. Main St., Suite 441          Tavares, Florida 32778-7800</p>	ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
<p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to add the highlighted manufacturers and pricing per the attached.</p>	
<p align="center"><b>CONTRACTOR SIGNATURE BLOCK</b></p> Signature: <u></u> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<p align="center"><b>LAKE COUNTY SIGNATURE BLOCK</b></p> Signature: _____ Print Name: <b>Gretchen</b> Title: <b>Bechtel, CPPB,</b> Date: <b>Contracting</b> <b>Officer II</b> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

**The following information is required for price redetermination consideration.**

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

**LIST MANUFACTURER SUPPORTED.**

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$250.00	Yes
	Hurst High Pressure service - per tool	\$140.00	Yes
	Hurst Low Pressure service - per tool	\$140.00	Yes
	Hurst High Pressure pump service - per pump	\$525.00	Yes
	Hurst Low Pressure pump service - per pump	\$525.00	Yes
	Hurst extension hose - flush	\$125.00	Yes
	Hurst extension hose - visual inspection	\$50.00	Yes
	Hurst cord reel - flush	\$175.00	Yes
	Hurst cord reel - visual inspection	\$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$100.00	Yes





<b>Municipal Emergency Services</b>				
<b>SAVE AND SUBMIT AS AN EXCEL FILE</b>				
<b>FIRM'S WEBSITE:</b>		<a href="http://www.mesfire.com">www.mesfire.com</a>		
<b>Warehouse Location(s):</b>		<b>3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA</b>		
<b>Contact Information For Emergency/Disaster Services (24/7)</b>				
		<b>Name:</b> Jamie Robinson		
		<b>Email:</b> <a href="mailto:jrobinson@mesfire.com">jrobinson@mesfire.com</a>		
		<b>Emergency Phone:</b> 727-686-0020		
List manufacturer brands supported.				
<b>MANUFACTURER</b>	<b>Percent Off List</b>	<b>In Stock / Lead Time</b>	<b>Freight Included</b>	<b>WEBSITE</b>
3M Company	15%		No	
5.11	20%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	10%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	

Council Tools	20%		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	



Honeywell Analytics	List+5%		No	
Honeywell/Morning Pride - PPE	10%		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	

Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety- SCBA and parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Snap Tite/All-American/Firequip	10%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Teelite	5%		No	
Tempest - VS series batteries & access.	List+5%		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
TNT Tools	10%		No	
Topps	List+10%		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	





**CONTRACT NO. 22-730G**

For

**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

  
By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. Section 5.0 Method of Award - Is it the County’s intention to award to multiple vendors as they have done in the past?

**R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

**R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

**R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

---

**ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

**ADDENDUM NO. #2**

**22-730**

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com





Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County’s website and it doesn’t look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

**ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR’S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer’s price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.



**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

**22-730**

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### **2.0 PAYMENT**

The Contractor shall email the County's using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### **5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Municipal Emergency Services INC  
Street Address: 12 Turnberry Ln 2nd Floor  
City: Sandy Hook State and ZIP Code: CT, 06482  
Mailing Address (if different): 3789 62nd Avenue North  
Telephone: 727-521-2135 Fax: 727-525-1819  
Federal Identification Number / TIN: 651051374  
DUNS Number: 048167923

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
<b>SHOP LOCATION</b>			
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

**The following information is required for price redetermination consideration.**

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

**LIST MANUFACTURER SUPPORTED.**

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 Service per tool	\$200.00 Flat	Yes
	Hurst HP Service Per set	\$780.00 Flat	Yes
	Hurst LP Service Per Set	\$855.00 Flat	Yes
	Scott Safety - SCBA Flow Test	\$45.00 Per	Yes
	Scott Fit Tesing	\$35.00 Per	Yes
	Scott Safety - Cylinder Hydro Testing	\$35.00 Per	Yes



<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
<b>FIRM'S WEBSITE:</b>		<a href="http://www.mesfire.com">www.mesfire.com</a>		
<b>Warehouse Location(s):</b>		3789 62nd Avenue North Pinellas Park, FL 33781		
Contact Information For Emergency/Disaster Services (24/7)				
<b>Name:</b>		Jamie Robinson		
<b>Email:</b>		<a href="mailto:jrobinson@mesfire.com">jrobinson@mesfire.com</a>		
<b>Emergency Phone:</b>		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15.00%		no	
Able 2 Sho Me	10.00%		no	
Action	25.00%		no	
AH Stock	10.00%		no	
Ajax	10.00%		no	
Akron Brass	20.00%		no	
Alcolite (Sam Carbis)	10.00%		no	
Amerex	Net+20%		no	
American Firewear	15.00%		no	
Angus	20.00%		no	
Anchor Industries	10.00%			
Avon Manufacturing	5.00%			
Ansul Foams	15.00%		no	
Bates	10.00%			
Blauer	List			
B&B Enterprises	15.00%		no	
Blackinton Badges	10.00%		no	
Boston Leather	20.00%			
Bullard Helmets	20.00%		no	
Bullard other	10.00%		no	
Cet Pumps	15.00%			
Chemguard	10.00%			
Circul Air	List		no	
Code 3	20.00%		no	
Collins Dynamics (Rom Corp)	22.00%		no	
Council Tools	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dickie Tool	15.00%		no	
Edison	20.00%		no	
Edwards and Cromwell	10.00%		no	
Edwards MFG	10.00%		no	
Elkhart Brass	20.00%		no	
Federal Signal Corp	20.00%		no	
Fire Hooks Unlimited	List Plus 10%		no	
Fire Dex	10.00%		no	
Flamefighter	20.00%		no	
Fol-da-tank	20.00%		no	
Gemtor	20.00%		no	
Glassmaster WEHR	15.00%		no	
Hale Fire Pumps	List		no	
Hannay Reels	10.00%		no	
Harrington	25.00%		no	
Hebert	List		no	
Honeywell PPE	10.00%		no	
Honeywell Helmets and Parts	10.00%		no	
Honeywell Pro Warrington	10.00%		no	
Humat	List		no	
Husky	25.00%		no	
Hydra Shield	12.00%		no	
Justrite	20.00%		no	
Kappler	List		no	
Kochek	25.00%		no	
Koehler MFG Co	20.00%		no	
Kussmaul	10.00%		no	
Lions Uniforms	10.00%		no	
Mag Instruments	10.00%		no	
Morning Pride	10.00%		no	
Natale (circle D)	15.00%		no	
NUPLA	15.00%		no	
Pacific Reflex	15.00%		no	
Paul Conway Shields	10.00%		no	
Pelican	List Plus 10%		no	
Petzl	20.00%		no	
PGI Protexall	5.00%		no	
Pigeon Mountain Industries	10.00%		no	
R&B Fabricators	10.00%		no	
Redhead Brass			no	
Rice Hydro CO	10.00%		no	
SCBAs	15.00%		no	
Sensible Mounts	15.00%		no	
Shelby Wolverine	List		no	
South Park	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Sterling Rope	15.00%		no	
Supervac	5.00%		no	
TNT Tools	10.00%		no	
Task Force Tips	5.00%		no	
Thorogood/Weinbrenner/Lion Boots	15.00%		no	
Team Equipment	List		no	
Fresh gear	5.00%		no	
Grace Industries	List		no	
Groves/ Ready Rack	List		no	
Hale	5.00%		no	
Hammerhead (gear keeper)	15.00%		no	
Hero's pride	5.00%		no	
HexArmor	15.00%		no	
Homeland 6 (H6 Tactical)	10.00%		no	
Honeywell Analytics	List Plus 5%		no	
Hot Shields	5.00%		no	
Hotstick	List		no	
Hurst	5.00%		no	
Industrial Scientific- Monitors	10.00%		no	
Industrial Scientific- accessories	List		no	
J-Tek/CMJ manufacturing	List + 5%		no	
Kroll	10.00%		no	
Lakeland	10.00%		no	
Leader Fans	10.00%		no	
Leatherhead Tools	20.00%		no	
Lightning X	10.00%		no	
Little Giant	5.00%		no	
Majestic hoods	20.00%		no	
Majestic Hood Gore	List		no	
Matex	15.00%		no	
Mustang Survival	10.00%		no	
National Foam	5.00%		no	
National River Supply (NRS)	10.00%		no	
OHD	List		no	
Pacific Helmets	5.00%		no	
Performance Advantage Company (PAC)	10.00%		no	
Plastix Plus	5.00%		no	
PMI Rope	10.00%		no	
Point Blank	Per NASPO		no	
Protective Industrial Products (PIP)	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Propper	5.00%		no	
Radians	10.00%		no	
Rae Systems	5.00%		no	
Redback Boot	20.00%		no	
Rescue 42	5.00%		no	
Ringers	List		no	
RIT Safety	10.00%		no	
Rock N Rescue	10.00%		no	
Samuel Broome	5.00%		no	
San Mar	10.00%		no	
Savox	List		no	
Scott Safety- Compressor Parts	5.00%		no	
Scott Safety- Gas Detection	5.00%		no	
Scott Safety- SCBA and parts	15%		no	
Scott Safety- Thermal Imagers	5.00%		no	
Scott Safety- Thermal Imagers Parts	List		no	
Scotty Firefighter	15.00%		no	
Seek Thermal	5.00%		no	
Shelby	List		no	
Silent Partners	List		no	
Simulaids	List		no	
SM Smith	5.00%		no	
Spiewak	5.00%		no	
Statpacks	10.00%		no	
Steck	10.00%		no	
Streamlight	15.00%		no	
Target Solutions	List		no	
Task Force Tips- Blitzfire/ Gforce Series	List		no	
Team Wendy	List +10%		no	
Tru-Spec	10.00%		no	
True North (Dragon Fire)	10.00%		no	
Tyco	10.00%		no	
Ultra tec	15.00%		no	
Under Armour	5.00%		no	
Veridian- Gloves, Hoods, Accessories	10.00%		no	
VF Imagewear	5.00%		no	
Vizcon	List		no	
Warthog	5.00%		no	
Workrite	10.00%		no	
Yates	5.00%		no	
Telelite	5.00%		no	
Tempest Fans	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Tempest Fans- VS Batt and Acc	List + 5%		no	
Topps	List +10%		no	
Turtle Plastics	List		no	
Underwater Kinetics	List		no	
Veridian- PPE	25.00%		no	
Vetter	List		no	
Waterous	List		no	
Weldon	25.00%		no	
Whelen Engineering	15.00%		no	
Williams Foam	List		no	
Zephyr	List		no	
Zimatic/ Zico	List		no	
5.11	20.00%		no	
CMC Rescue	10.00%		no	
Crew Boss	20.00%		no	
Decon Systems Saunaray	List		no	
Diamond Wipes (Hero Wipes)	5.00%		no	
Dragonfire (J Scott Solutions)	20.00%		no	
DuPont	5.00%		no	
Dutyman	5.00%		no	
Eastern Fire Equipment Services	5.00%		no	
Elbeco	5.00%		no	
Energizer	List		no	
ESS	20.00%		no	
Ergodyne	20.00%		no	
ESS	20.00%		no	
Euramco (Ram Fan)	15.00%		no	
EVAC Systems	5.00%		no	
Fire Innovations	10.00%		no	
Fire Research (FRC)	15.00%		no	
Fire Soaps	5.00%		no	
Diamond Wipes (Fire Wipes)	5.00%		no	
Fechhiemer (Flying Cross)	5.00%		no	
FireCom	5.00%		no	
FireCraft Gas Detection (Sensit)	5.00%		no	
Fire Craft Gloves	10.00%		no	
First Tactical	10.00%		no	
FSI North America	List		no	
Fox Fire	10.00%		no	
Fox Fury	10.00%		no	



# 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 *JL*  
**DATE:** 10/25/2022  
**SUBJECT:** Increase File No. 210067-C-AM utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common

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**RECOMMENDATION:**

Increase File No. 210067-C-AM utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common with Fleet Acquisitions LLC, d/b/a, Fleet Products, from an estimated annual amount of \$75,000 to \$100,000 an increase of \$25,000, through November 15, 2022, for Public Works Department -Fleet Maintenance Division.

**BACKGROUND:**

On November 12, 2019, The School Board of Pinellas County awarded the contract for Motor Vehicle Parts: Common to Fleet Acquisitions LLC d.b.a. Fleet Products effective through November 14, 2020. On November 14, 2020, the School Board renewed the contract through November 14, 2021. On December 8, 2020, the Board awarded the contract. On November 9, 2021, the School Board of Pinellas renewed the contract. On November 16, 2021, the Board awarded the renewal. On August 9, 2022, the Board increased the award to \$75,000.

The purpose of this contract is to purchase truck and vehicle replacement parts for Fleet for inventory and on an as needed basis. This specific vendor is key in keeping the City's vehicles on the road due to the multiple brands (Ford, Chevrolet, Dodge, etc.) of vehicles the City possesses in its fleet.

This increase is required to cover additional as-needed purchases of parts and services through the remainder of the contract term. The age of the vehicle fleet has caused a surge in parts and needed repairs, in addition the cost of parts has increased over the past year. Fleet Maintenance has also added an additional mechanic where the output of work increased significantly, causing more parts to be utilized in repairs. Approximately \$74,956 has been expended in the past 11 months.

**FUNDING:** Funding will be identified as orders are placed

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







# City of Tarpon Springs, Florida

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

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To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Direction 

From: Michael Vecchione, Fleet Manager 

Date: October 6, 2022

Re: Increase File No. 210067-C-AM, Motor Vehicle Parts to Fleet Products

---

**Recommend:**

Increase File No. 210067-C-AM, Motor Vehicle Parts with Fleet Products (BPO #220188) in the amount of \$25,000.00, from \$75,000.00 to \$100,000.00.

**Background:**

Fleet Products is used to gain OEM Parts for the majority of our vehicles anything from our generators to our firetrucks. This specific vender is key in keep our vehicles on the road due to the multiple different brands of vehicles the City possess in its fleet. This increase is required to cover additional as-needed purchases of parts and services through the remainder of the contract period.



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

---

### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**DATE:** 08/09/2022  
**SUBJECT:** Increase File No. 210067-C-AM utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common

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### RECOMMENDATION:

Increase File No. 210067-C-AM utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common with Fleet Acquisitions LLC, d/b/a, Fleet Products, from an estimated annual amount of \$60,000 to \$75,000 an increase of \$15,000, through November 15, 2022, for Public Works Department -Fleet Maintenance Division.

### BACKGROUND:

On November 12, 2019, The School Board of Pinellas County awarded the contract for Motor Vehicle Parts: Common to Fleet Acquisitions LLC d.b.a. Fleet Products effective through November 14, 2020. On November 14, 2020 the School Board renewed the contract through November 14, 2021. On December 8, 2020, the Board awarded the contract. On November 9, 2021, the School Board of Pinellas renewed the contract. On November 16, 2021, the Board awarded the renewal.

The purpose of this contract is to purchase truck and vehicle replacement parts for Fleet for inventory and on an as needed basis. This specific vendor is key in keeping the City's vehicles on the road due to the multiple brands (Ford, Chevrolet, Dodge, etc.) of vehicles the City possesses in its fleet.

This increase is required to cover additional as-needed purchases of parts and services through the remainder of the contract term. Approximately \$56,050.18 has been expended in the past eight (8) months.

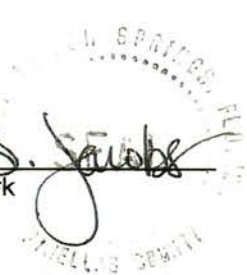
**FUNDING:** Funding will be identified as orders are placed

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

*Mal J. LeCom*  
City Manager

Attest \_\_\_\_\_

*Jane S. Jacobs*  
City Clerk







# City of Tarpon Springs, Florida

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

---

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director

From: Michael Vecchione, Fleet Manager *M. Vecchione*

Date: July 20, 2022

Re: BPO 220188 increase for Fleet Products

---

**Recommend:**

We recommend increasing BPO #220188, Contract File No. 210067-C-AM for Fleet Products in the amount of \$15,000.00, from \$60,000.00 to \$75,000.00 for the Public Works Department – Fleet Maintenance Division.

**Background:**

Fleet Products is used to gain OEM parts for the majority of our vehicles; anything from our generators to our firetrucks. This specific vendor is key in keeping our vehicles on the road due to the multiple different brands of vehicles the City possess in its fleet. Fleet Products can get us parts quickly, allowing us to repair vehicles faster and getting them back on the road sooner. They also provide repairs for certain parts including, but not limited to radiators, PTO's and specialty lights for our emergency vehicles. This increase is required to cover additional as-needed purchases of parts and services through the remainder of the contract term.



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

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

**MEMORANDUM**

**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JL*  
**FROM:** Anthony McGee, NIGP-CPP, CPPO, CPPB, MBA, Senior Procurement Analyst *AM*  
**DATE:** 11/16/2021  
**SUBJECT:** Renew File No. 210067-C-AM utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common

**RECOMMENDATION:**

Renew File No. 210067-C-AM to Fleet Acquisitions LLC d.b.a. Fleet Products utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common, in an estimated annual amount of \$60,000.00 for the period November 16, 2021, through November 15, 2022, for Fleet Maintenance.

**BACKGROUND:**

On November 12, 2019, The School Board of Pinellas County awarded the contract for Motor Vehicle Parts: Common to Fleet Acquisitions LLC d.b.a. Fleet Products effective through November 14, 2020. The School Board renewed the contract November 14, 2020, through November 14, 2021. On December 8, 2020, the Board awarded the contract. On November 9, 2021, the School Board of Pinellas approved the final renewal.

The purpose of this contract is to purchase of truck and vehicle replacement parts for Fleet for inventory and on an as needed basis.

**FUNDING:** Funding will be identified as orders are placed

Accepted by: *Anthony McGee*  
City Manager

Attest: *Janina Lewis*  
City Clerk



**Public Works Department  
Office of the Director**

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To: Janina Lewis, Procurement Services Director  
From: Tom Funcheon, Public Works Director  
Date: November 3, 2021 - 1:45  
Subject: Fleet Products

---

**RECOMMENDATION:**

Fleet Maintenance recommends renewing the award to file No. 210067-C-AM to Fleet Products utilizing the School Board of Pinellas County, contract # 21-060-081-RN for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$60,000.00 for the period November 15, 2021, through November 14, 2022.

**BACKGROUND:**

Fleet Maintenance's main source of replacement parts and inventory parts is Fleet Products. Fleet Products supplies multiple daily deliveries and contract pricing on multiple items to cover the vast needs of Fleet Maintenance for the City's equipment and vehicles. Fleet Products also provides parts for the fire apparatus used in the City's fleet. The need for specific parts related to repairs for front line equipment is unknown, as would be the cost of the parts.



# CITY OF TARPON SPRINGS, FL

Procurement Services

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

---

## MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**FROM:** Anthony McGee, CPPB, MBA, Senior Procurement Analyst  
**DATE:** 12/08/2020  
**SUBJECT:** Award File No. 210067-C-AM utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common

---

### RECOMMENDATION:

Award File No. 210067-C-AM to Fleet Acquisitions LLC d.b.a. Fleet Products utilizing School Board of Pinellas County Contract 21-060-081-RN Motor Vehicle Parts: Common for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$44,000.00 for the period December 16, 2020 through November 14, 2021 for Fleet Maintenance.

### BACKGROUND:

On November 12, 2019 The School Board of Pinellas County awarded the contract for Motor Vehicle Parts: Common to Fleet Acquisitions LLC d.b.a. Fleet Products effective through November 14, 2020. The School Board renewed the contract through November 14, 2021. This contract has one (1) year renewal remaining.

The purpose of this contract is to purchase of truck and vehicle replacement parts for Fleet for inventory and on an as needed basis.

**FUNDING:** Funding will be identified as orders are placed

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

City Manager

Attest \_\_\_\_\_

City Clerk





# City of Tarpon Springs, Florida

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

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**To:** Jay Jackus, Procurement Services Director  
**From:** Tom Funcheon, Public Works Director  
**Date:** December 1, 2020  
**Regarding:** Fleet Products

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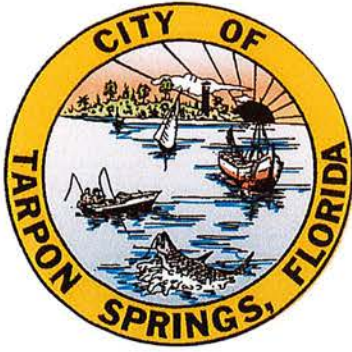
**Recommendation:**

Fleet Maintenance recommends to award file No. 210067-C-AM to Fleet Products utilizing the School board of Pinellas County contract 21-060-081-RN for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$44,000.00 for the period December 16, 2020 through December 16, 2021.

**Explanation:**

Fleet Maintenance main source of replacement parts and inventory parts is Fleet Products. Fleet Products supplies multiple daily deliveries and contract pricing on multiple items to cover the vast needs of Fleet Maintenance for the cities equipment and vehicles. Fleet Products also provides parts for the fire apparatus used in the cities fleet. The need for specific parts related to repairs for front line equipment is unknown as would the cost of the parts. The request for \$44,000.00 is an estimated amount using FY 2021.

Tom Funcheon  
Public Works Director



# 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:** 10/25/2022  
**SUBJECT:** Renewal File No. 200014-C-JL, Utilizing Sarasota County Contract No. 1917840100, for Liquid Carbon Dioxide

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### RECOMMENDATION:

Renew File No. 200014-C-JL, Utilizing Sarasota County Contract No. 1917840100, for Liquid Carbon Dioxide to Matheson Tri-Gas, Inc., effective October 26, 2022 through October 25, 2023, in an estimated annual amount not to exceed \$50,000, for the Reverse Osmosis Water Treatment Facility (ROWTF).

### BACKGROUND:

On April 26, 2019, Sarasota County awarded the subject Contract effective October 07, 2019 through October 25, 2022, with two (2) additional annual renewal options at a rate of \$0.0945/lb. On October 08, 2019, the Board awarded Contract File No. 200014-C-JL for a period through October 26, 2022. On September 07, 2022, Sarasota County executed the first of two (2) annual renewals at a rate of \$0.111/lb., through October 25, 2023. The purpose of this contract is to continue to provide ROWTF Liquid Carbon Dioxide, which is essential to meeting water quality standards and associated Federal and State Regulations. Matheson Tri-Gas, Inc., has agreed to extend the new contract pricing to the City (see attached memo).

Approximately \$40,354.63 has been expended to date in the previous 12-months.

**FUNDING:** RO Water Treatment Facility 402-4305-536-5200

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

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





**Public Services Department**  
"At Your Service"

PAUL SMITH

PUBLIC SERVICES DIRECTOR

## Memorandum

**Date:** October 10, 2022  
**To:** Janina Lewis, Senior Procurement Analyst  
**Through:** Paul Smith, Public Services Director (TK) T Kiger for PS Dept  
Raymond Page, Utilities Superintendent  
**From:** Margaret Dorge, Water Division Manager  
**Subject:** Authorize Utilization of Sarasota County Contract with Matheson Tri-Gas for Providing Carbon Dioxide to the RO Facility

### Recommendation

Authorize utilization of new blanket contract agreement that Sarasota County has with vendor Matheson Tri-Gas to provide carbon dioxide to the RO Facility through Sarasota County Contract #1917840100.

### Background

Carbon dioxide is used at the RO facility as part of the water treatment process and is specifically used for re-mineralization and stabilization of the RO Facility's drinking water. Carbon dioxide is needed in order to maintain compliance with federal and state regulations and meet permit requirements.

The current BPO 220056 expires on October 25, 2022. The Sarasota County contract (#1917840100) cost per pound is \$0.111, and the BPO amount of \$60,000 is recommended.

### Funding

Funds have been budgeted in account 402-4305-536.5200 in the 2023 Fiscal Budget.



**AMENDMENT NO. 1  
TO TERM CONTRACT NO. 1917840100**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **Matheson Tri-Gas, Inc.**, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "**Contractor**."

**WITNESSETH**

**WHEREAS**, the County and the Contractor entered into Term Contract No. 1917840100 ("Contract") to supply and deliver liquid carbon dioxide, effective October 7, 2019; and

**WHEREAS**, the parties now wish to amend the Contract.

**NOW THEREFORE**, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Contract is hereby renewed for a period of one (1) year effective October 26, 2022 thru October 25, 2023.
3. For services provided pursuant to this Amendment; the County shall pay the Contractor in accordance with the terms and conditions of this Contract an amount not to exceed \$150,000.00 for the renewal term.
4. Exhibit B – Fee Schedule is hereby replaced in its entirety with the amended Exhibit B – Fee Schedule attached and incorporated herein.
5. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

[The remainder of this page left blank intentionally.]

**AMENDMENT NO. 1  
TO TERM CONTRACT NO. 1917840100**

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

**MATHESON TRI-GAS, INC.**

Signed By: Jesse Rodgers

Print Name: Jesse Rodgers

Date: 9-7-2022

Title:  Sole Proprietor  President  CEO  VP of *Personnel Management*  
 General Partner  LLC Auth. Member/Manager  
 Other \_\_\_\_\_ (attach proof of authority)

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: Jennifer Slusarz  
Jennifer Slusarz, CPPO, CPPB  
Procurement Official

DATE: 9/14/22

*Executed by the Procurement Official  
pursuant to Chapter 5 of the  
Sarasota County Procurement Manual*

Approved as to form and correctness:

BY: FJ EOU  
COUNTY ATTORNEY  
*MMS*

**AMENDMENT 1  
EXHIBIT B - FEE SCHEDULE  
LIQUID CARBON DIOXIDE – SUPPLY AND DELIVERY**

<b>Product</b>	<b>Price per Pound</b>
Liquid Carbon Dioxide	\$0.0945 <b><u>\$0.111 (Amendment 1)</u></b>

**Changes to this exhibit are indicated using underlined text to show additions and strikethrough text to show deletions. Changes made pursuant to this Amendment No. 1 are in bold.**



# 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:** 10/08/19  
**SUBJECT:** Award File No. 200014-C-JL, Utilizing Sarasota County Contract #1917840100, for Liquid Carbon Dioxide

---

### RECOMMENDATION:

Award File No. 200014-C-JL, Utilizing Sarasota County Contract #1917840100, for Liquid Carbon Dioxide to Matheson Tri-Gas, through October 26, 2022, in an estimated annual not to exceed amount of \$50,000.00 for the RO Water Plant.

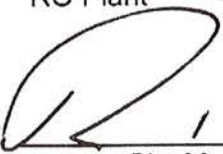
### BACKGROUND:

On April 26, 2019, Sarasota County awarded a new 3 year agreement, from October 26, 2019 through October 25, 2022, with an additional two (1) renewal options at a rate of \$0.0945/lb. The purpose of this contract is to provide the RO facility Liquid Carbon Dioxide as part of meeting water quality standards and associated Federal and State Regulations. The new rate is less than the previous agreement and Matheson Tri-Gas has agreed to extend the new contract pricing to the City (see attached memo).

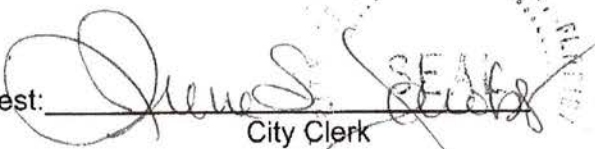
Approximately \$31,585.00 has been expended in the previous 12-months.


**FUNDING:** RO Plant 402-4305-536-5200

Accepted by

  
R. Kochen  
City Manager  
Acting

Attest:

  
City Clerk







**Public Services Department**  
"At Your Service"

PAUL SMITH

PUBLIC SERVICES DIRECTOR

## Memorandum

**Date:** September 23, 2019  
**To:** Janina Lewis, Senior Procurement Analyst  
**Through:** Paul Smith, Public Services Director  
Raymond Page, Utilities Superintendent PS  
**From:** Hillary Weber, Water Division Manager  
**Subject:** Authorize Utilization of Sarasota County Contract with Matheson Tri-Gas for Providing Carbon Dioxide to the RO Water Facility

### Recommendation

Authorize utilization of new blanket contract agreement that Sarasota County has with vendor Matheson Tri-Gas to provide carbon dioxide to the RO Facility through Sarasota County Contract #1917840100.

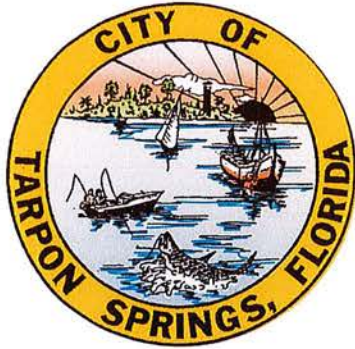
### Background

The RO water facility operation requires carbon dioxide as part of meeting water quality standards and associated federal and state regulations. It is an essential chemical for the treatment process, specifically used for re-mineralization and stabilization of the finished water.

The current BPO 190012 expires on October 25, 2019. The Sarasota County contract (#1917840100) cost per pound is \$0.0945, and the BPO amount of \$50,000 is recommended.

### Funding

Funds have been budgeted in account 402-4305-536.5200 in the 2020 Fiscal Budget.



# 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 *JK*  
**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*  
**DATE:** 10/25/2022  
**SUBJECT:** Award File No. 230030-N-AS, Single Source Purchase of Hach Equipment

---

### RECOMMENDATION:

Award File No. 230030-N-AS, Single Source Purchase of Hach Equipment to Hach Company, in an estimated amount not to exceed \$65,000, through October 24, 2023, for the Public Services Department – Reverse Osmosis Water Treatment Facility and Wastewater Treatment Facility. Purchase Orders will only be issued against approved budgets.

### BACKGROUND:

The purpose of this contract is to provide Hach Original Equipment Manufacturer (OEM) analytical equipment items, which are used at the water and wastewater treatment facilities for measuring water quality parameters in the laboratory analysis, distribution sample measurements, and online instrumentation to ensure continual permit compliance. The City uses Hach equipment for process and compliance monitoring in accordance with state and federal requirements. These purchases are vital to maintain operation of the City's Water and Wastewater Treatment Facilities (see attached memo). Hach Company is the sole manufacturer and authorized distributor of Hach-brand equipment.

<b>FUNDING:</b>	402-4305-536.46-00/5200	RO Water Treatment Facility
	402-4603-536.46-00/5200	Wastewater Treatment Facility
	402-4302-536.46-00/5200	Water Quality

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

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



Paul Smith  
Public Services Director

## Public Services Department

### Memorandum

**Date:** October 10, 2022  
**To:** Janina Lewis, Procurement Services Director  
**Through:** Paul Smith, Public Services Director *PS*  
**From:** Margaret Dorge, Water Division Manager  
Raymond Page, Utilities Superintendent  
**Subject:** Authorize Single Source Purchases for Hach Equipment, Service and Maintenance for the RO Water Facility and Wastewater Treatment Facility

#### Recommendation

Authorize single source purchases for Hach equipment, service and maintenance for the RO Water Facility and Wastewater Treatment Facility, in the amount not to exceed \$65,000.

#### Background

Hach is the single source provider for several analytical equipment items at the Water and Wastewater Treatment Facilities. These components and supplies are used for measuring water quality parameters in the laboratory analysis, distribution sample measurements, and online instrumentation to ensure permit compliance at all times. Examples of these products include feed rack analyzers, analytical probes, portable analyzer units for the field, and consumable products such as laboratory reagents that are only manufactured by Hach (OEM) used in water quality sample testing to measure parameters including dissolved oxygen, chlorine and the mineral content of water samples.

The RO Water and Wastewater facilities use Hach equipment for process and compliance monitoring, which are necessary to maintain the operation of these facilities and keep them in compliance with state and federal requirements. These purchases are necessary to keep instrumentation equipment maintained, provide supplies for the equipment, and replace equipment promptly when it fails.

#### Funding

Funding is in the Water Treatment Plant account 402-4305-536-46.00; Water Quality account 402-4302-536-46.00; and Wastewater Treatment Plant account 402-4603-536-46.00



## The Sole Authorized Manufacturer and Distributor (Direct/Indirect) Letter

September 21, 2022

**Customer Name:** City of Tarpon Springs

**Customer Address:** PO Box 5004

**Customer City, State & Zip:** Tarpon Springs, FL 34688

**Customer Account Number:** 040109

RE: SOLE SOURCE LETTER – Hach Brand Instruments

Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands

Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

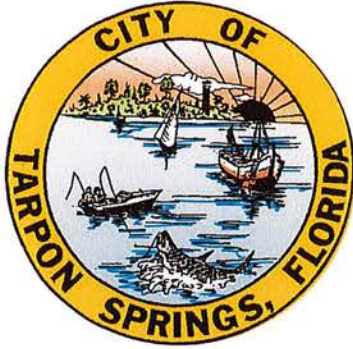
This letter is to confirm that Hach Company is the sole authorized manufacturer and distributor (direct/indirect) of the item(s) listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.



Be Right™



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

---

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

**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*

**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*

**DATE:** 10/25/2022

**SUBJECT:** Award File No. 230031-N-AS, Single Source Purchase, Airvac Replacement Parts, Components, Pumps, and Appurtenances

---

**RECOMMENDATION:** Award File No. 230021-N-AS, Single Source Purchase, Airvac Replacement Parts, Components, Pumps, and Appurtenances to Airvac, Inc., in an estimated amount not to exceed \$65,000, effective October 27, 2022 through October 26, 2023, for the Public Services Department – Wastewater Collections and Utilities Maintenance Divisions. Purchase orders will only be issued against approved budgets.

**BACKGROUND:** The purpose of this contract is to provide as needed Airvac-brand replacement parts, components, pumps, and appurtenances, which are used to operate and maintain the City's vacuum sewage lift station near Lake Tarpon. This system was selected for the unique topography of that area and its proximity to the large body of water. It differs from other systems used in the city, as it has proprietary functions that mitigate the lack of elevation and potential damage to the environment by using vacuum rather than conventional gravity systems. This vacuum sewage station requires proprietary replacement components to guarantee operational compatibility and interchangeability with the City's existing Airvac equipment. Airvac, Inc., holds various U.S. patents for this vacuum system and is the sole authorized distributor for Airvac-brand products.

**FUNDING:** 402-4602-536.00 – Sewage Collections and 402-4604-536.00 – Lift Stations

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


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



Paul Smith  
Public Services Director

## Public Services Department

### Memorandum

**Date:** October 15th, 2022  
**To:** Janina Lewis, Procurement Services Director  
**Through:** Paul Smith, Public Services Director  T Kiger for PS Dept  
**From:** Raymond Page, Utilities Superintendent  
Francisco Pavez, Utilities Maintenance Supervisor  
**Subject:** Authorize Single Source Purchase of replacement parts, components, pumps, and appurtenances from Airvac Inc.

#### Recommendation

Authorize Single Source Purchase not to exceed \$65,000 of replacement parts, components, pumps, training, and appurtenances from Airvac Inc. for Wastewater Collections and Utilities Maintenance Departments

#### Background


The City owns and operates a vacuum lift station and corresponding vacuum sewer collection system located next to Lake Tarpon. This system was selected due to the area's topography, as well as its proximity to the large body of water. The system differs from others used in the City as it has proprietary functions that mitigate the lack of elevation and possible damage to the environment by using vacuum rather than conventional gravity systems. This vacuum sewage station requires proprietary replacement components such as pumps, vacuum pits, and appurtenances that are only provided by Airvac Inc.

The purpose of this purchase order is to ensure that the utility staff have access to replacement parts for routine service and needed repairs for the City's vacuum sewer system. These replacement components are proprietary and no other products can be used as substitutes, making Airvac Inc. a single source provider for the whole country.

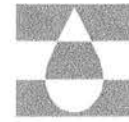
#### Funding

Funds for this service are budgeted in Water and Sewer enterprise funds from Sewage collections and Lift Stations accounts 402-4602-536.46; 402-4602-536.63; 402-4604-536.46, and 402-4604-536.63.

Prepared By: Public Services Department







**Airvac**

October 17, 2022

City of Tarpon Springs, Florida  
200 Dixie Highway; P.O. Box 5004  
Tarpon Springs, FL 34688

Ref: Sole Source for 2022/2023

Attn.: Cisco Pavez

Mr. Pavez,

a brand of  
**Aqseptence Group**

Vacuum Technology  
Systems

Airvac, Inc.  
4217 N. Old U.S. Highway 31  
Rochester, IN 46975

Phone +1 800 AIRVAC9  
(247-8229)

[info@airvac.com](mailto:info@airvac.com)  
[www.airvac.com](http://www.airvac.com)

This letter acknowledges that the Airvac brand products are of a sole source nature and can only be purchased through Airvac, Inc. In addition, products manufactured outside of Airvac specifically for Airvac are of a sole source nature.

The use of non-Airvac replacement parts have shown to create reliability and dependability problems, as such, it is not recommended. By doing so, all product and other system related warranties will be void.

Any purchase order issued will need to be directed to Airvac, Inc. at our home office at 4217 N Old U.S. 31, Rochester, IN 46975.

Please contact our Customer Service & Spare Part Department when placing your order. Phone 800-247-8229, Press #2

Our standard payment terms and conditions form part of this offer.

As a matter of importance, the Airvac design uses a unique two-phase, plug less vacuum sewerage transport system and certain of its components are protected by various United States patents. Obviously, the patented system and components may not be used or sold without authorization by Airvac, Inc. Purchase of an equipment package from Airvac, Inc. and use according to the Airvac specifications is an authorized use.

If you have any questions regarding the sole source issue, please feel free to call our office.

Sincerely,  
Airvac, Inc.

Ron White  
Project Manager

Greg Namyak  
Service Department Manager  
Ext. 3744

Jori Feldman  
Part sales  
Ext 3904

Becky Smith  
Parts sales  
Ext 3870

RW

cc: Clint Hawn, Service Department, Julie Kotterman, Dave Elias



## Project Administration Department

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

### Memorandum

**Date:** September 27, 2022  
**To:** Mark LeCouris, City Manager  
**From:** Tom Funcheon, Public Works Director  
**Subject:** Stormwater Action Plan Update

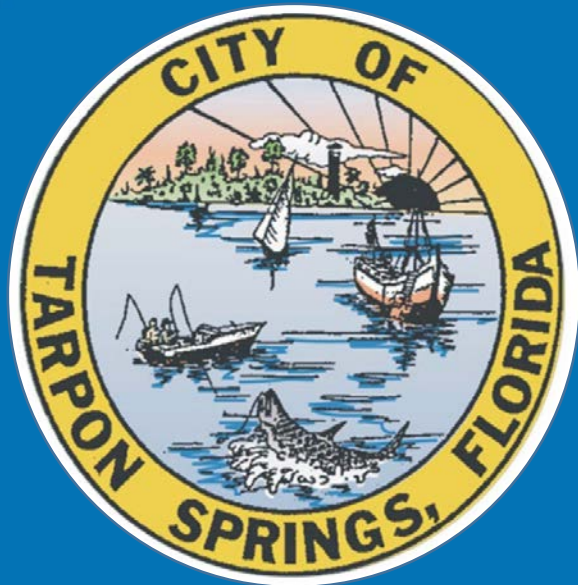
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The City's stormwater engineer of record will present a summary and update of the Stormwater Action Plan at the September 27, 2022, Regular Session of the Board of Commissioners. The presentation will include an overview of the prioritization process and the process by which the SAP is maintained as a functional master plan document.

# STORMWATER ACTION PLAN UPDATE

## CITY OF TARPON SPRINGS BOARD OF COMMISSIONERS

Tuesday, September 27, 2022



**BURGESS & NIPLE**

# Agenda



- Introduction
- City's Stormwater Program
- Stormwater Action Plan (SAP)
  - History
  - Vision
  - Evaluation Criteria
  - Stormwater Complaint Evaluation
  - Developing Solutions and Cost/Benefit Analysis
  - SAP Success





- Bryan A. Anderson, PE, ENV SP
- Graduate from University of Central Florida
- Practicing stormwater engineer 22 years
- 16 years post-P.E. registration
- Long working history with City's stormwater contract
  - 2008 – Project Engineer
  - 2013 – Project Manager
  - 2018 – Project Manager
- 14 years of continued service
- Proud to serve alongside the City's staff



**Bryan A. Anderson, P.E.**  
*Burgess & Niple, Inc.*  
*Florida Stormwater Section Director*



# City of Tarpon Springs Stormwater Program



- *All Streets & Stormwater staff is certified and trained annually for Illicit Discharge and Sediment & Erosion Control)*
- Maintain **32** major outfalls, **132** miles of roadway , and **40** Stormwater Management Facilities



## City of Tarpon Springs Stormwater Program Goals

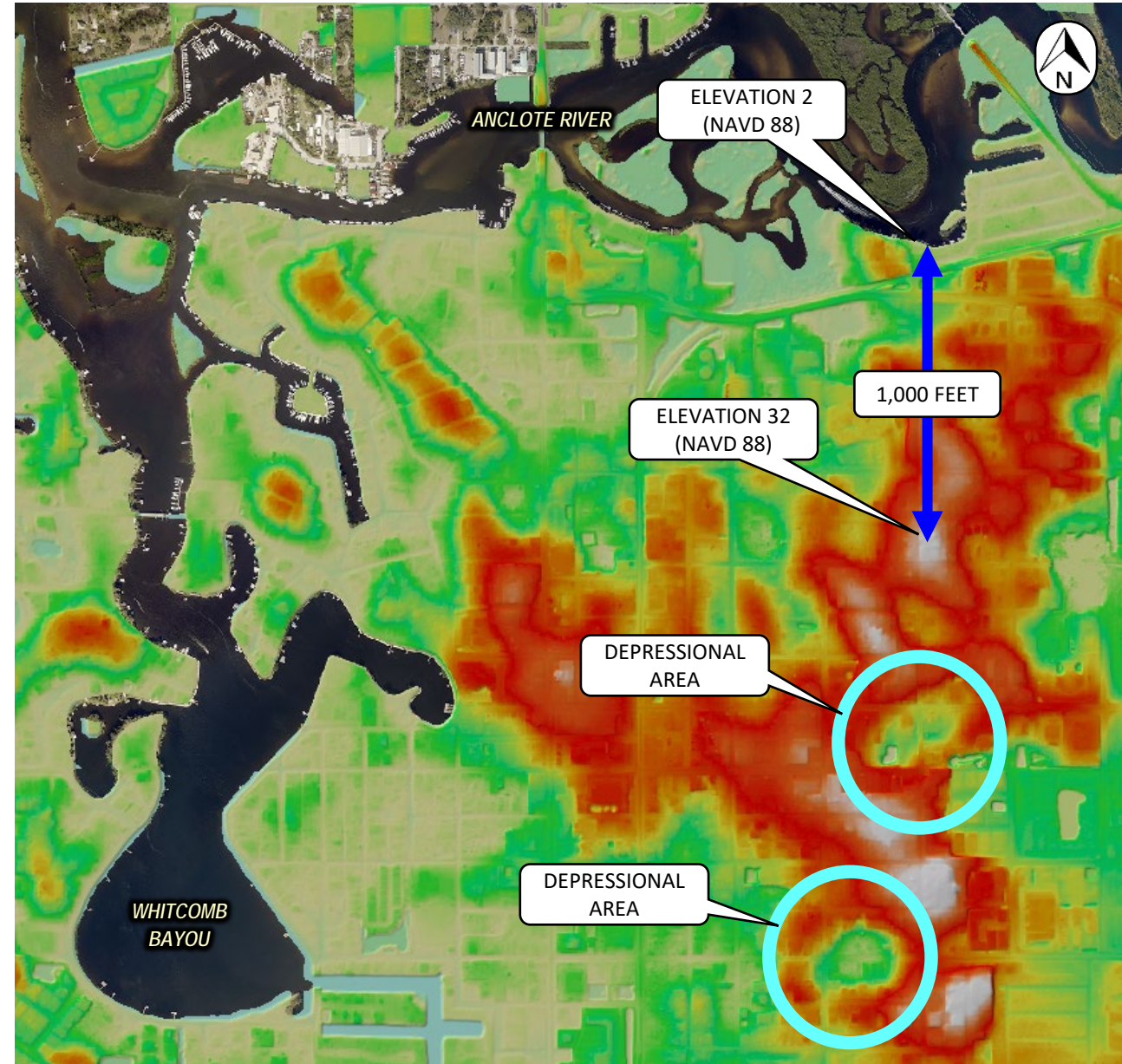
- Goal 1: Mitigate the potential for flooding and improve water quality
  - Continue stormwater project capital improvement program
  - Continue an active maintenance program of stormwater facilities
  - Street sweeper program
  - Fertilizer Ordinance; includes retail sales and application restrictions
  - Monthly reviews and treatment of aquatic growth control
  - NPDES Permit Compliance with Pinellas County
- Goal 2: Inform the public of their part in protecting the stormwater system and surrounding waterbodies
  - Perform regular stormwater educational programs, events and/or activities





# City of Tarpon Springs Stormwater Challenges

- Unique topography
- Localized closed basins
- Coastal outfalls







# Stormwater Action Plan (SAP) History

How The SAP Was Developed

# Historical Stormwater Master Plan

- 1993 – Dames and Moore Stormwater Master Plan
  - Developing Inventory of City Drainage Facilities
  - Delineating Overall City Watershed and Drainage Basin Boundaries
  - Evaluating Existing Drainage Systems
  - Generating Overall Master Drainage Plan
- No financial planning
- City was reactive with field maintenance



# Stormwater Action Plan (SAP) Vision

- 2009: Birth of the “living document” to capture annual design and construction budgets
- Documenting Existing Problems
- Eliminate Non-Jurisdictional Work
- Develop Evaluation Criteria
- Data Collection and Conduct Field Investigations
- Develop Conceptual Solutions with Preliminary Cost Estimates
- Conduct Cost/Benefit Analysis and Rank Projects = CIP





# Documenting/Locating Problem Areas

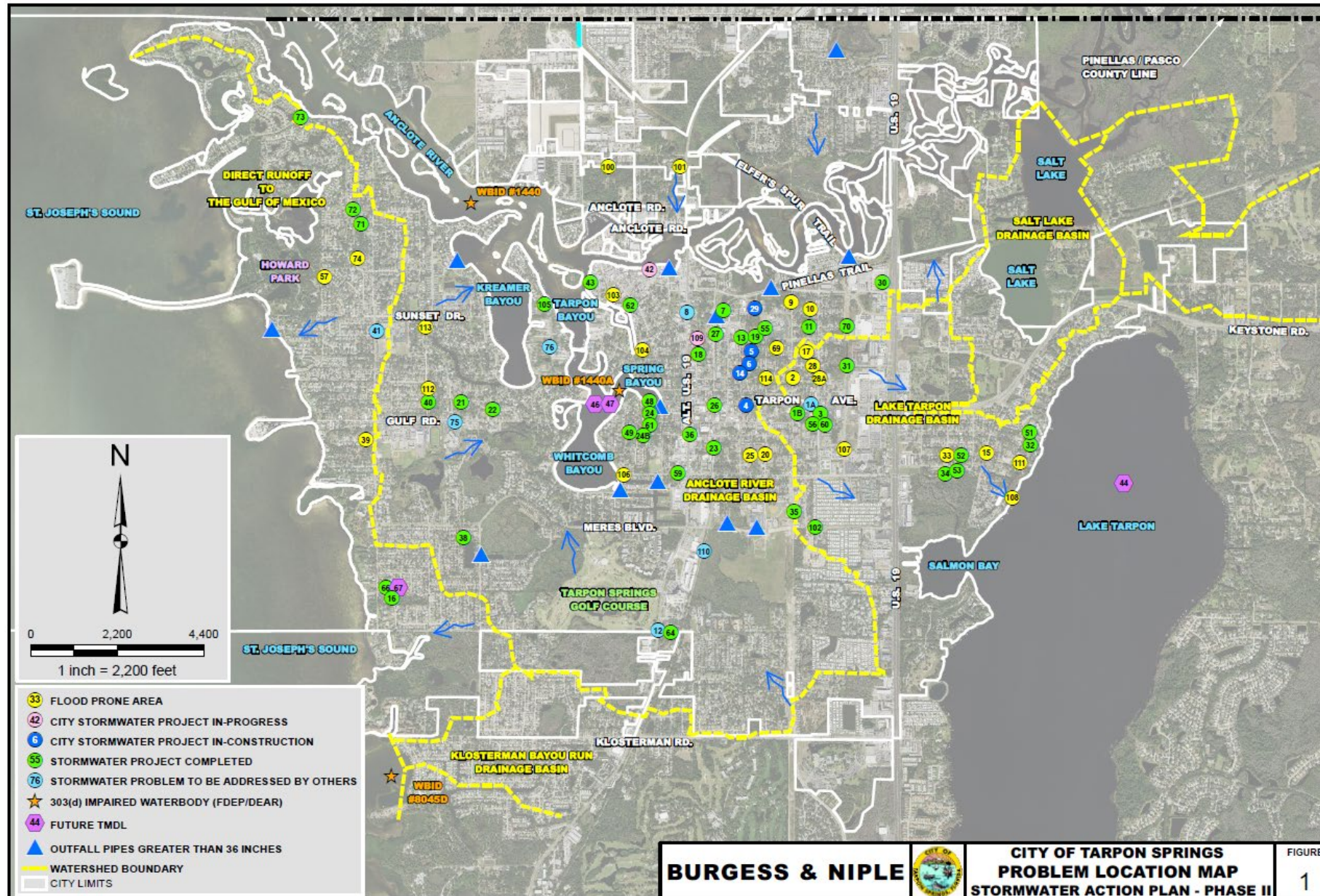


**Table 1: Summary of Stormwater Map ID Areas**

Map ID No.	SAP Total Score	Stormwater Focus Area	Problem	Reference
1B	34	Disston Ave. (south of Tarpon Ave.)	Street and private property flooding; roadway impassable	No. 1 CIP - Utility Element Table 9
2	23	Disston Ave. & Center St.	Street and private property flooding	No. 9 CIP - Utility Element Table 8/No. 5 Dames & Moore Master Drainage Study - Phase 1
3	26	Walton Ave. between Tarpon Ave. & Lime St. Phase III	Street flooding; impassable road	No. 10 CIP - Utility Element Table 8/No. 23 Dames & Moore Master Drainage Study - Phase 1
4	6	Tarpon Ave. 100' east of Grosse Ave.	Street flooding	No. 4 CIP - Utility Element Table 8/No. 1 Dames & Moore Master Drainage Study - Phase 1
5	60	Pent St. 200' east of Grosse Ave.	Street and private property flooding	No. 7 CIP - Utility Element Table 8/No. 15 Dames & Moore Master Drainage Study - Phase 1
6	5	Cypress St. 200' east of Grosse Ave.	Street & yard flooding	No. 6 CIP - Utility Element Table 8/No. 16 Dames & Moore Master Drainage Study - Phase 1
7	5	Outfall @ Pinellas Trail & Spruce St.	Needs maintenance/obstructing flow	Stormwater Consultant
9	9	Disston Ave. between Spruce St. & Live Oak St.	Street and yard flooding	No. 12 Dames & Moore Master Drainage Study -Phase I
10	2	Spruce St. between Disston Ave. & Walton Ave.	Street and yard flooding	No. 12 CIP - Utility Element Table 8/No. 8 Dames & Moore Master Drainage Study - Phase 1
11	13	Boston St. between Disston Ave. & Walton Ave.	Street and private property flooding	No. 13 CIP - Utility Element Table 8/No. 10 Dames & Moore Master Drainage Study - Phase 1
14	9	Grosse Ave. between Pine St. & Orange St.	Street & yard flooding	No. 5 CIP - Utility Element Table 8/No. 6 Dames & Moore Master Drainage Study - Phase 1
15	60	Highland Ave. and Vista Place	Street and private property flooding; roadway impassable	No. 8 CIP - Utility Element Table 8/No. 20 Dames & Moore Master Drainage Study - Phase 1
17	8	Pent St. between Disston Ave. & Walton Ave.	Street & yard flooding	No. 14 CIP - Utility Element Table 8/No. 9 Dames & Moore Master Drainage Study - Phase 1
18	11	Hibiscus St. & Park St.	Street & yard flooding	No. 15 CIP - Utility Element Table 8/No. 2 Dames & Moore Master Drainage Study - Phase 1
20	4	Levis Ave. between Lime St. & Oakwood St.	Minor street flooding	No. 17 CIP - Utility Element Table 8/No. 24 Dames & Moore Master Drainage Study - Phase 1
21	10	Palm Ave. between Tarpon Dr. & Glades Ave.	Street & private property flooding	No. 18 CIP - Utility Element Table 8/No. 33 Dames & Moore Master Drainage Study - Phase 1
22	5	Palm Ave. between Tarpon Dr. & Gulf Rd.	Private property flooding	No. 19 CIP - Utility Element Table 8/No. 32 Dames & Moore Master Drainage Study - Phase 1
24B	8	Bath St./Shaddock Ave. Alley	Private property flooding	Staff recommendation
25	8	Levis Ave. Alleyway	Rear yard flooding	No. 3 CIP - Utility Element Table 9
28	7	Cypress St. between Disston Ave. and Walton Ave.	Street and private property flooding	No. 11 Dames & Moore Master Drainage Study - Phase 1
28A	10	Walton Ave. & Center St.	Street and private property flooding	Staff recommendation
29	5	Spruce St. between Levis Ave. & Grosse Ave.	Street and private property flooding	No. 14 Dames & Moore Master Drainage Study - Phase 1
31	3	Huey Ave. north of Tarpon Ave.	Roadside flooding; ditch along Huey Ave. floods	No. 18 Dames & Moore Master Drainage Study - Phase 1
33	60	Jasmine Ave. & Lime St.	Street and private property flooding	No. 21 Dames & Moore Master Drainage Study - Phase 1
35	6	Disston Ave. south of Harrison St.	Street flooding	No. 25 Dames & Moore Master Drainage Study - Phase 1
39	12	Coburn Dr. 100' west of Florida Ave.	Street and yard flooding	No. 31 Dames & Moore Master Drainage Study - Phase 1
42	9	Intersection of Athens St. & Dodecanese Blvd.	Street flooding; inadequate infrastructure/backwater	No. 37 Dames & Moore Master Drainage Study - Phase 1
43	7	Island Dr. near Hill St.	Street and private property flooding	No. 38 Dames & Moore Master Drainage Study - Phase 1
57	30	Kenneth Way @ Seaside Dr.	Street flooding	Staff recommendation
62	7	Roosevelt Blvd.	Street flooding/water quality/property flooding	Staff recommendation
69	10	Pent St. 100' east of Levis Ave.	Street and private property flooding	Staff recommendation
70	6	East end of Boston St.	Street and private property flooding	Staff recommendation
71	18	Riverside Dr. at Hillside Dr.	Low spot - street flooding	Staff recommendation
72	3	1314 Riverside Dr.	Low spot - street flooding	Staff recommendation
73	6	Riverside Dr. at Seabreeze Dr.	Low spot - street flooding	Staff recommendation
74	6	Avoca Dr. 500' west of Florida Dr.	Low spot - street and property flooding	Staff recommendation
100	N/A	Marina Dr. & Anclote Rd.	Non-Jurisdictional Street flooding	Stormwater Consultant




# SAP Project Location Map





# Develop Evaluation Criteria

- Evaluation/scoring criteria
  - Traffic Safety
  - Emergency Access
  - Property Impacts
  - Environmental
  - Problem Documentation
  - Maintenance
  - City Score



CITY OF TARPON SPRINGS  
STORMWATER ACTION PLAN (SAP)  
STORMWATER FOCUS AREA SCORING CRITERIA

**BURGESS & NIPLE**  
Engineers ■ Architects ■ Planners

<u>CONSULTANT GRADING CRITERIA</u>	<u>MAX POINTS</u>
TRAFFIC SAFETY	10
EMERGENCY ACCESS/ROUTE	10
PROPERTY IMPACTS	10
ENVIRONMENTAL	10
PROBLEM DOCUMENTATION	5
MAINTENANCE	5
CITY SCORE	<u>10</u>
TOTAL POSSIBLE POINTS	60

Traffic Safety

0-5 points for a problem that impedes standard traffic flow rates. These locations are more of a nuisance due to partial roadside flooding.  
6-10 points for a problem that poses a threat to life, impedance to major arterial road or hurricane evacuation route, or flooding near electrical equipment.

Emergency Access/Route

0-3 points for a problem that may cause an emergency vehicle some delay  
4-7 point for a problem that may cause an emergency vehicle to change course while responding to an emergency.  
8-10 points for a problem that impedes an evacuation route or route to emergency shelter.

Property Impacts

0-3 points for a problem that is primarily minor street and private property ponding.  
4-7 points for a problem that impedes access to or from private property or causes flooding on more than one property; for a problem that occurs no more than 6 times a year and has a duration of less than 48 hours.  
8-10 points for a problem that poses threat to flooding a structure or causing erosion threatening a structure; for a problem that occurs at least 6 times a year and has a duration of more than 48 hours.

# Data Collection & Research

- Historic Contoured Aerials
- Current Aerial Imagery
- Current LiDAR data
- FEMA Flood Maps
- NRCS Soils Data
- Existing permitted projects design information
- City/Pinellas County/FDOT Flood Complaints



## MAINTENANCE REQUEST

**SITE NAME:** Lakeview Road Outfall Ditch

**COUNTY:** Pinellas

**DATE:** 02/18/2020

**MAINTNENACE ISSUE:** The culvert located in the northwest corner of the mitigation site is eroding and posing a safety issue. Maintenance vehicles are having trouble accessing the full length of the berm due to the erosion. Erosion in this area will be a recurring problem, especially during heavy rain events. Attached are a location map, an aerial, and photos of the erosion.



Figure 1 Outfall facing southeast.



## 3 Categories For Flooding Problems in the City

- Undersized or No Current Drainage Infrastructure
- Closed Basin/Volume Sensitive
- Low Lying Coastal Areas Subject to Tidal Flooding



Facing East along Tarpon Drive (SAP No. 4)



# Insufficient or No Drainage Facilities

Facing North along S. Walton Avenue (SAP No. 3)



Facing North along Grosse Avenue (SAP No. 14)





# Closed Basin/Volume Sensitive

Facing East along Spruce Street (SAP No. 5)





# Tidal Flooding

Facing West along Park Street



Facing West along Dodecanese Blvd (SAP No. 42)

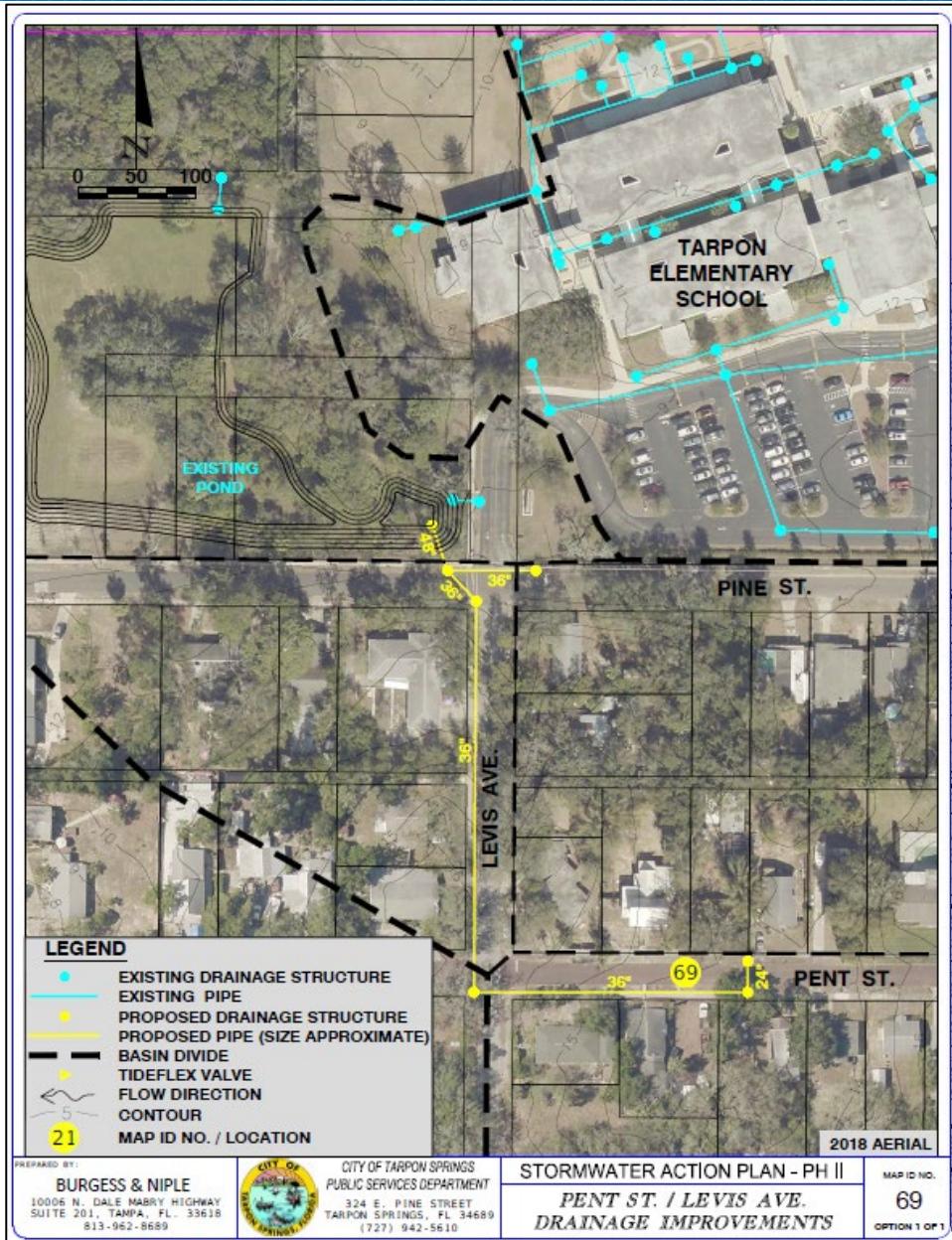


Facing East along Bayshore Drive





# Stormwater Action Plan (SAP)



## Preliminary Construction Cost Estimate

MAP ID NO. 69: PENT ST. 100' EAST OF LEVIS AVE.

06/03/2020

Bid Item No.	Description	Quantity	Units	Unit Price	Amount
1	INLET PROTECTION SYSTEM	3	EA	\$114.00	\$342.00
2	STAKED SILT FENCE, TYPE III	700	LF	\$1.50	\$1,050.00
3	CLEARING & GRUBBING	0.250	AC	\$23,362.09	\$5,841.00
4	ROADWAY RECONSTRUCTION	550	SF	\$8.75	\$4,813.00
5	ROADWAY BRICK RECONSTRUCTION	280	SY	\$14.00	\$3,920.00
6	CURB INLET	6	EA	\$5,265.00	\$31,590.00
7	PIPE CULVERT REINFORCED CONCRETE, 0-24"	24	LF	\$111.00	\$2,664.00
8	PIPE CULVERT REINFORCED CONCRETE, 24"-36"	700	LF	\$153.87	\$107,709.00
9	PIPE CULVERT REINFORCED CONCRETE, 36"-48"	40	LF	\$196.19	\$7,848.00
10	CONCRTE MES - 36"-48"	1	EA	\$7,200.00	\$7,200.00
11	SIDEWALK CONCRETE	310	SY	\$45.66	\$14,155.00
12	PERFORMANCE TURF, SOD	84	SY	\$3.13	\$263.00

CONSTRUCTION SUBTOTAL	\$187,395.00
MOBILIZATION	\$18,739.50
25% CONTINGENCY	\$46,800.00
CONSTRUCTION TOTAL	\$252,934.50
SURVEY	\$17,700.42
GEOTECHNICAL	\$5,100.00
ENGINEERING	\$43,213.21
<b>GRAND TOTAL</b>	<b>\$318,948.13</b>

### Notes:

- Unit Prices based on FDOT Item Average Unit Costs for Area 08 from 03/01/2019 to 02/29/2020.
- Conceptual Cost Estimate does not include the costs of Right-of-Way Acquisition or Permitting.

- Conceptual Solutions
- Construction and Design Cost Estimates



# Cost Benefit Analysis



$$\frac{\text{Conceptual Cost (Grand Total)}}{\text{SAP Score}} = \text{Total Cost/SAP Point}$$

Table 3: Cost/Benefit Summary of Recommended Conceptual Solutions

Project Ranking	Map ID No.	Option No.	Project Location	Resolved Map ID No.	Design & Construction Cost	ROW Acquisition Estimate	Total Cost	Total SAP Score	Total Cost/SAP Point	Level of Permitting
1	109	1	Hibiscus Ave. & Pine St.	109	\$100,000	NA	\$100,000	38	2,632	LOW
2	110	1	Pinellas Trail Culvert	110	\$109,494	NA	\$109,494	41	2,671	HIGH
3	104	1	Roosevelt Blvd. & Canal St.	104	\$210,240	NA	\$210,240	43	4,889	LOW
4	111	2	Grandview Drive	11	\$215,922	\$0	\$215,922	44	4,907	MEDIUM
5	106	1	Spring Dr. & MLK Jr. Dr.	106	\$361,324	NA	\$361,324	54	6,691	HIGH
6	108	1	Lakeview Dr.	108	\$265,470	NA	\$265,470	32	8,296	MEDIUM
7	107	1	Lime St. & Huey Ave.	107	\$488,158	NA	\$488,158	40	12,204	MEDIUM
8	103	1	Roosevelt Blvd. & Island Dr.	103	\$181,120	NA	\$181,120	14	12,937	LOW
9	69	1	Pent St. 100' east of Levis	69	\$398,987	NA	\$398,987	28	14,250	LOW
10	114	1	North Levis Avenue (Option-1)	114	\$168,322	\$0	\$168,322	11	15,302	LOW
11	39	1	Coburn Dr. 100' west of Florida Ave.	39	\$312,916	\$0	\$312,916	18	17,384	MEDIUM
12	114	2	North Levis Avenue (Option-2)	114	\$195,899	\$0	\$195,899	11	17,809	LOW
13	112	1	Oleander Dr. and Peninsula Ave.	112	\$237,120	NA	\$237,120	13	18,240	LOW





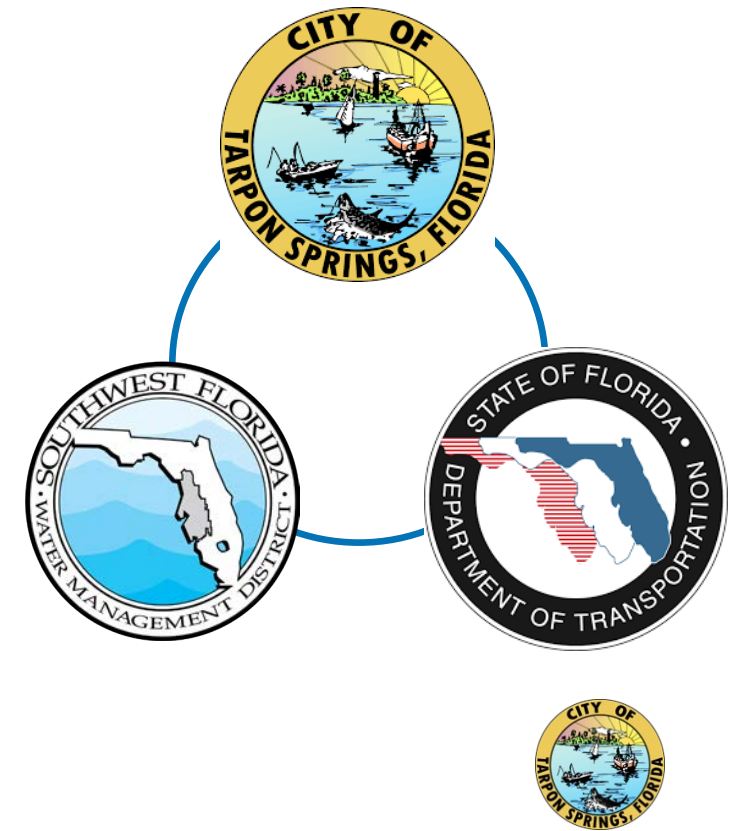
# Stormwater Action Plan Success



- 34 completed projects
- 6 successful grant applications through SWFWMD Cooperative Funding Initiative (CFI), FDOT Highway Safety Improvement Program and the State of Florida
  - Totaling \$4,547,109 for design and construction
  - Improving flood abatement and water quality

## Summary of Successful Grant Applications

Project ID	Grant Funding Agency	Total Grant Funding to City
Dodecanese Blvd Stormwater Pump Station	STATE OF FLORIDA	\$1,738,390
Pent Street / Grosse Avenue	SWFWMD	\$1,505,240
Tarpon Avenue HSIP	FDOT / FHWA	\$814,830
Palm Avenue	SWFWMD	\$249,979
Highland / Jasmine	SWFWMD	\$138,670
GIS Stormwater Inventory	SWFWMD	\$100,000
	TOTAL	\$4,547,109



# Stormwater Action Plan Success



- At your fingertips documentation: Where are we spending stormwater funds?

Table 7: Summary of Completed Projects

Map ID No.	Project Location	Fiscal Year Completed	Total Cost	Notes
21	Palm Avenue Drainage Improvements Design	2021	\$580,157	\$206,584 SWFWMD CFI Grant (const.)
N/A	City Golf Course (Phase-2)	2021	\$202,200	
105	Chesapeake Drive	2020	\$8,750	Work Performed by City staff
42	Sponge Docks Flooding - Phase 1: Check Valves	2020	\$116,824	First of three possible improvement phases
21	Palm Avenue Drainage Improvements Design	2019	\$131,592	\$43,395 SWFWMD CFI Grant (design)
5	Pent/Grosse Drainage Improvements Design	2019	\$254,704	\$1,505,240 SWFWMD CFI Grant for construction
42	Dodecanese Blvd/Athens Street Phase 1	2019	\$38,879	Update SAP Map ID No. 42
NA	GIS Stormwater Infrastructure Inventory	2019	\$200,000	\$100,000 SWFWMD CFI Grant
NA	HSIP Grant Funding - Tarpon Avenue	2019	\$10,000	\$750,000 FDOT Construction Grant
NA	Bayshore Sunset Tidal Flooding	2018	\$19,644	City Installed TideFlex Valve
71	Riverside Dr. & Hillside Dr.	2017	\$114,725	
NA	Chesapeake Drive Tidal Flooding Evaluation	2017	\$3,500	
NA	Golf Course Phase 1	2017	\$45,127	
15/33	Jasmine/Highland 60% Design & Permit	2017	\$101,743	SWFWMD Permit expires 10/05/22
25	Mt. Hermon Baptist Church Drainage Evaluation	2017	\$8,000	Update SAP Map ID No. 25
NA	North Parcel Recreational Stormwater Improvements	2017	\$172,722	Included City Kayak Launch
NA	Earl Street Stormwater	2016	\$29,785	Work performed by City Staff
24B	Bath St/Shaddock Ave. Alley	2015	\$8,640	Work performed by City Staff; \$87,160 savings
35	Disston Ave south of Harrison St	2015	\$5,000	Work performed by City Staff; \$86,500 savings



# Stormwater Action Plan Success



- At your fingertips documentation: When will my flooding be resolved?



PROJECT/PHASE IN-PROGRESS

PROJECT IN-CONSTRUCTION

PROJECT/PHASE COMPLETED

## City of Tarpon Springs - Stormwater Capital Improvement Program

Updated January 2022

Map ID No.	Project Location	Design Start Date	Land Purchase Date	Construction Start Date	Construction Finish Date
5	Pent St. 200' east of Grosse Ave. (Street and private property flooding)	COMPLETED	NOT REQUIRED	2020	2022
21 & 22	Palm Ave. between Tarpon Dr. & Gulf Rd. (Street and private property flooding)	COMPLETED	2018	2020	2021
42	Sponge Docks Flooding - Phase 1: Check Valves (Street and private property flooding)	COMPLETED	NOT REQUIRED	2020	2020
NA	City Golf Course (Phase 2) (Long duration flooding)	COMPLETED	NOT REQUIRED	2021	2021
105	Chesapeake Dr. Tidal Valve (Tidal street and private property flooding)	COMPLETED	NOT REQUIRED	2020	2020
109	Hibiscus Ave. & Pine St. (Street flooding)	COMPLETED	NOT REQUIRED	2022	2023
110	Pinellas Trail Culvert (Street and private property flooding)	2022	NOT REQUIRED	2023	2023
102	Mango St. & Mango Ct. (Street flooding)	COMPLETED	2019	2020	2020
104	Roosevelt Blvd. & Canal St. Tidal Valve (Tidal street flooding)	2022	NOT REQUIRED	2023	2023
111	Grandview Drive (Street and private property flooding)	2022	NOT REQUIRED	2023	2023
106	Spring Dr. & MLK Jr. Dr. (Tidal street and private property flooding)	2023	NOT REQUIRED	2023	2023
108	Lakeview Dr. (Street and private property flooding)	2023	NOT REQUIRED	2023	2023
107	Lime St. & Huey Ave. (Street and private property flooding)	2023	NOT REQUIRED	2023	2023





# Stormwater Action Plan Success

- Florida Stormwater Association's Excellence Awards provides awards in two categories:
  - Stormwater Programs
  - Stormwater Projects
- City's Stormwater Action Plan (SAP) awarded the 2021 FSA Outstanding Achievement Award



  
Florida Stormwater Association  
2021  
*Outstanding Achievement Award*  
*presented to*  
**City of Tarpon Springs**  
*Stormwater Program*

*In Recognition of Innovative Accomplishments and  
Outstanding Commitment to Stormwater Management Practices  
Benefiting the Environment and Local Citizenry*

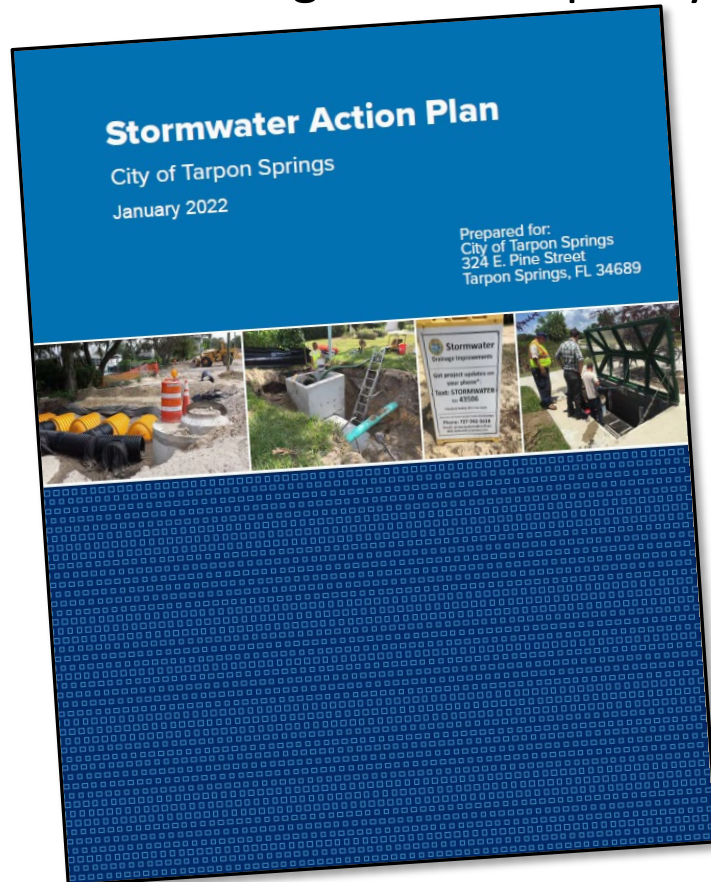




# Stormwater Action Plan – It’s a Living Document



- Fiscal planning document
- Annual updates
  - Updates to the project’s unit costs
  - Capture new flooding or water quality projects



**Stormwater Action Plan - Phase II**  
**Preliminary Construction Cost Estimate**

MAP ID NO. 22 (OPTION 2): PALM AVE. BETWEEN TARPON DR. & GULF RD. 09/04/2014

Bid Item No.	Description	Quantity	Units	Unit Price	Amount
1	SYNTHETIC BALES	64	LF	\$16.00	\$1,024.00
2	STAKED SILT FENCE, TYPE III	1,598	LF	\$1.00	\$1,598.00
3	CLEARING & GRUBBING	0.791	AC	\$23,362.09	\$18,479.00
4	POND EXCAVATION	3,377	CF	\$3.82	\$12,900.00
5	ROADWAY RECONSTRUCTION	10,464	SF	\$4.75	\$49,704.00
6	MANHOLE	5	EA	\$4,200.00	\$21,000.00
7	DITCH BOTTOM INLET	3	EA	\$2,862.52	\$8,588.00
8	MITERED END SECTION	2	EA	\$2,000.00	\$4,000.00
9	PIPE CULVERT REINFORCED CONCRETE, 0-24"	270	LF	\$67.08	\$18,112.00
10	PIPE CULVERT REINFORCED CONCRETE, 25-36"	701	LF	\$138.14	\$96,836.00
11	SIDEWALK CONCRETE	80	SY	\$40.71	\$3,257.00
12	PERFORMANCE TURF, SOD	3,180	SY	\$3.13	\$9,953.00
<b>MAP ID NO. 22 (OPTION 2) CONSTRUCTION SUBTOTAL</b>					<b>245,451.00</b>

MAP ID NO. 21 (OPTION 2): PALM AVE. BETWEEN TARPON DR. & GLADES AVE. 09/04/2014

Bid Item No.	Description	Quantity	Units	Unit Price	Amount
1	SYNTHETIC BALES	64	LF	\$16.00	\$1,024.00
2	STAKED SILT FENCE, TYPE III	500	LF	\$1.00	\$500.00
3	CLEARING & GRUBBING	0.152	AC	\$23,362.09	\$3,551.00
4	ROADWAY RECONSTRUCTION	6,624	SF	\$4.75	\$31,464.00
5	MANHOLE	2	EA	\$4,200.00	\$8,400.00
6	DITCH BOTTOM INLET	2	EA	\$2,862.52	\$5,725.00
7	PIPE CULVERT REINFORCED CONCRETE, 0-24"	552	LF	\$67.08	\$37,028.00
8	SIDEWALK CONCRETE	64	SY	\$40.71	\$2,605.00
9	PERFORMANCE TURF, SOD	333	SY	\$3.13	\$1,042.00
<b>MAP ID NO. 21 (OPTION 2) CONSTRUCTION SUBTOTAL</b>					<b>\$91,339.00</b>

<b>CONSTRUCTION SUBTOTAL</b>	<b>\$336,790.00</b>
<b>MOBILIZATION</b>	<b>\$20,208.00</b>
<b>25% CONTINGENCY</b>	<b>\$84,197.50</b>
<b>CONSTRUCTION TOTAL</b>	<b>\$441,196</b>
<b>SURVEY</b>	<b>\$15,442.00</b>
<b>GEOTECHNICAL</b>	<b>\$8,824.00</b>
<b>ENGINEERING</b>	<b>\$35,296.00</b>
<b>ROW</b>	<b>\$350,000.00</b>
<b>GRAND TOTAL</b>	<b>\$850,758</b>

Notes:  
 1. Unit Prices based on FDOT Item Average Unit Costs for Area 08 from 10/01/2013 to 09/30/2014.  
 2. Conceptual Cost Estimate does not include the costs of Right-of-Way Acquisition or Permitting.



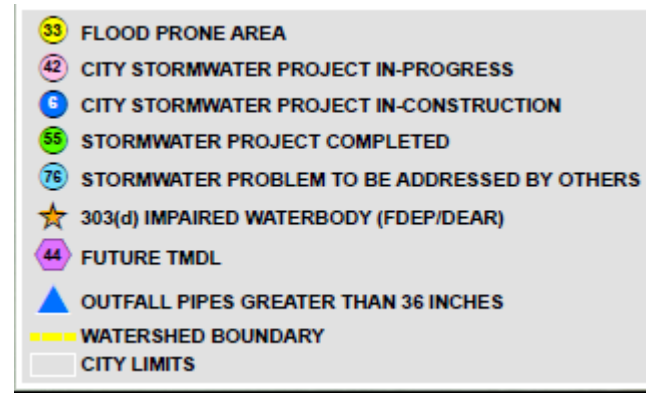
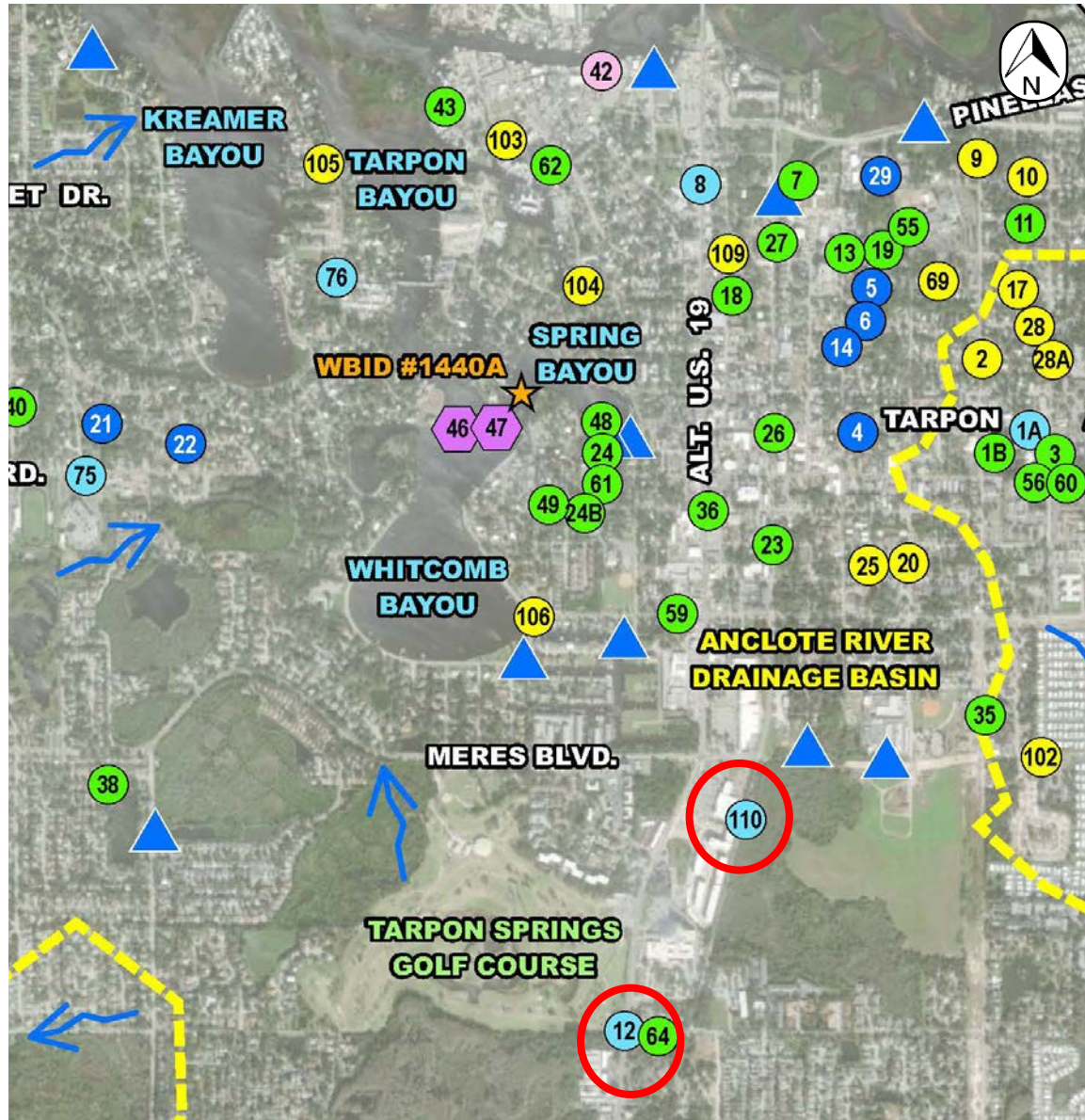




**THANK YOU FOR THE OPPORTUNITY, ANY QUESTIONS?**



# Eliminate Non-Jurisdictional Areas



# Develop Scoring Criteria



## Traffic Safety

0-5 points for a problem that impedes standard traffic flow rates. These locations are more of a nuisance due to partial roadside flooding.

6-10 points for a problem that poses a threat to life, impedance to major arterial road or hurricane evacuation route, or flooding near electrical equipment.

## Emergency Access/Route

0-3 points for a problem that may cause an emergency vehicle some delay

4-7 point for a problem that may cause an emergency vehicle to change course while responding to an emergency.

8-10 points for a problem that impedes an evacuation route or route to emergency shelter.

## Property Impacts

0-3 points for a problem that is primarily minor street and private property ponding.

4-7 points for a problem that impedes access to or from private property or causes flooding on more than one property; for a problem that occurs no more than 6 times a year and has a duration of less than 48 hours.

8-10 points for a problem that poses threat to flooding a structure or causing erosion threatening a structure; for a problem that occurs at least 6 times a year and has a duration of more than 48 hours.

## Environmental

0-3 points for a problem that impacts the local proximity.

4-7 points for a problem that has potential water quality impacts to impaired waterbody.

8-10 points for a problem that is mandated by the FDEP or EPA and/or discharges to an impaired waterbody.

## Problem Area Documentation

0-2 points for a problem that has been identified by City Staff and/or the Dames and Moore Master Drainage Study.

3-5 points for a problem that has public complaints and/or photographs filed with the City.

## Maintenance

0-2 points for a problem that in the past has cost the City to maintain or retrofit.

3-5 points for a problem that annually costs the City to maintain or for a problem that if not properly maintained causes flooding.



# Develop Scoring Criteria



## City Score

### Level A (10 points)

- Represent a **significant and immediate** threat to life, health, and/or property.
- Completely blocks the flow of traffic through **main thoroughfares** (traffic cannot safely pass and must be re-routed). Blocks access to neighborhoods or areas of the City.
- Water enters a structure.
- Represents a significant and severe contribution to surface water pollution.

### Level B (8 points)

- Represent a **potential** threat to life, health, and/or property.
- Blocks the flow of traffic **on a single street**, several structures, or business access.
- Water surrounds but does not enter a structure.
- Represents a potential contribution to surface water pollution.

### Level C (6 points)

- Represent a **possible** threat to life, health, and/or property.
- Blocks traffic access to a **single home**.
- Water surrounds or pools on a portion of a homeowner's or business owner's property.
- Represents a possible contribution to surface water pollution.

### Level D (4 points)

- **Nuisance flooding** that does not pose any threat to life, health, and/or property.
- Does not block traffic access to homes, businesses, or streets.
- Water does not threaten a structure.
- Does not contribute to surface water pollution.

### Level E (2 points)

- Project is complete or remedy is underway (currently undergoing design or construction).

### Level F (0 points)

- Non-jurisdictional



# Developing Conceptual Solutions & Cost Estimates



## Case Study: Palm Avenue (SAP No. 22)

**Stormwater Action Plan - Phase II**  
**Preliminary Construction Cost Estimate**

MAP ID NO. 22 (OPTION 2): PALM AVE. BETWEEN TARPON DR. & GULF RD. 09/04/2014

Bid Item No.	Description	Quantity	Units	Unit Price	Amount
1	SYNTHETIC BALES	64	LF	\$16.00	\$1,024.00
2	STAKED SILT FENCE, TYPE III	1,598	LF	\$1.00	\$1,598.00
3	CLEARING & GRUBBING	0.791	AC	\$23,362.09	\$18,479.00
4	POND EXCAVATION	3,377	CY	\$3.82	\$12,900.00
5	ROADWAY RECONSTRUCTION	10,484	SF	\$4.75	\$49,704.00
6	MANHOLE	5	EA	\$4,200.00	\$21,000.00
7	DITCH BOTTOM INLET	3	EA	\$2,862.52	\$8,588.00
8	MITERED END SECTION	2	EA	\$2,000.00	\$4,000.00
9	PIPE CULVERT REINFORCED CONCRETE, 0-24"	270	LF	\$67.08	\$18,112.00
10	PIPE CULVERT REINFORCED CONCRETE, 25-36"	701	LF	\$138.14	\$96,836.00
11	SIDEWALK CONCRETE	80	SY	\$40.71	\$3,257.00
12	PERFORMANCE TURF, SOD	3,180	SY	\$3.13	\$9,953.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$245,451.00</b>

MAP ID NO. 21 (OPTION 2): PALM AVE. BETWEEN TARPON DR. & GLADES AVE. 09/04/2014

Bid Item No.	Description	Quantity	Units	Unit Price	Amount
1	SYNTHETIC BALES	64	LF	\$16.00	\$1,024.00
2	STAKED SILT FENCE, TYPE III	500	LF	\$1.00	\$500.00
3	CLEARING & GRUBBING	0.152	AC	\$23,362.09	\$3,551.00
4	ROADWAY RECONSTRUCTION	6,624	SF	\$4.75	\$31,464.00
5	MANHOLE	2	EA	\$4,200.00	\$8,400.00
6	DITCH BOTTOM INLET	2	EA	\$2,862.52	\$5,725.00
7	PIPE CULVERT REINFORCED CONCRETE, 0-24"	552	LF	\$67.08	\$37,028.00
8	SIDEWALK CONCRETE	64	SY	\$40.71	\$2,605.00
9	PERFORMANCE TURF, SOD	333	SY	\$3.13	\$1,042.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$91,339.00</b>

CONSTRUCTION SUBTOTAL	\$336,790.00
MOBILIZATION	\$20,208.00
25% CONTINGENCY	\$84,197.50
CONSTRUCTION TOTAL	\$441,196
SURVEY	\$15,442.00
GEOTECHNICAL	\$8,824.00
ENGINEERING	\$35,296.00
ROW	\$350,000.00
<b>GRAND TOTAL</b>	<b>\$850,758</b>

Notes:  
1. Unit Prices based on FDOT Item Average Unit Costs for Area 08 from 10/01/2013 to 09/30/2014.  
2. Conceptual Cost Estimate does not include the costs of Right-of-Way Acquisition or Permitting.

**2 (OPTION 2): PALM AVE. BETWEEN TARPON DR. & GULF RD.**

Description	Quantity
SYNTHETIC BALES	64
STAKED SILT FENCE, TYPE III	1,598
CLEARING & GRUBBING	0.791
POND EXCAVATION	3,377
ROADWAY RECONSTRUCTION	10,484
MANHOLE	5
DITCH BOTTOM INLET	3
MITERED END SECTION	2
PIPE CULVERT REINFORCED CONCRETE, 0-24"	270
PIPE CULVERT REINFORCED CONCRETE, 25-36"	701
SIDEWALK CONCRETE	80
PERFORMANCE TURF, SOD	3,180

CONSTRUCTION TOTAL	\$441,196		
SURVEY	\$15,442	4%	CONST. TOTAL
GEOTECHNICAL	\$8,824	2%	CONST. TOTAL
ENGINEERING	\$35,296	8%	CONST. TOTAL
RIGHT-OF-WAY	\$350,000		ESTIMATED
<b>GRAND TOTAL</b>	<b>\$850,758</b>		

### CONCEPTUAL COST ESTIMATE

# Stormwater Capital Improvement Program



Map ID No.	Project Location	FY 2020			FY 2021		
		Design	Const.	R/W	Design	Const.	R/W
5	Pent St. 200' east of Grosse Ave. (Costs	\$254,704	\$389,771			\$389,770	
21 & 22	Palm Ave. between Tarpon Dr. & Gulf	\$88,197	\$546,416				
42	Sponge Docks Flooding - Phase 1:		\$365,561				
NA	City Golf Course (Phase 2)	\$41,485				\$181,817	
105	Chesapeake Dr. Tidal Valve		\$6,034				
109	Hibiscus Ave. & Pine St.					\$100,000	
110	Pinellas Trail Culvert				\$42,464		
102	Mango St. & Mango Cl. (Being					\$182,897	
104	Roosevelt Blvd. & Canal St. Tidal Valve				\$51,379		
111	Grandview Drive				\$62,242		
		\$384,386	\$1,307,782	\$0	\$156,085	\$854,484	\$0
	Fiscal Year Budget		\$3,500,000			\$2,307,833	
	Annual Expenditures		\$1,692,168			\$1,010,569	
	Balance Available For Next Fiscal Year		\$1,807,833			\$1,297,264	
	Cumulative Expenditures in the CIP		\$1,692,168			\$2,702,737	
	Initial Stormwater Account Balance						
	\$3,000,000						
	Annual Stormwater Fee						
	\$500,000						





# *City of Tarpon Springs, Florida*

324 E. PINE STREET  
P.O. BOX 5004  
TARPON SPRINGS, FLORIDA 34688-5004  
(727) 942-5612  
FAX (727) 942-5637

September 27, 2022

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To: Honorable Mayor and Board of Commissioners  
From: Ron Haring, CPFO, CGFO, Finance Director  
Subject: Stormwater Revenue Sufficiency Analysis

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**Recommendation:**

Accept Stormwater Revenue Sufficiency Analysis.

**Background:**

The City operates a Stormwater Utility System for the conveyance and treatment of stormwater. In 2001, the City adopted Resolution 2001-74 which established its first monthly stormwater fee of \$5.65 per equivalent stormwater unit (ESU), effective January 1, 2002. This monthly fee remained unchanged until the City adopted its Stormwater Action Plan (SAP) that identified new capital requirements.

To fund these SAP requirements, on September 15, 2015, the City's Board of Commissioners (BOC) adopted Resolution 2015-37, which repealed Resolution 2001-74 and established annual rate increases for FY 2016 through FY 2025 as detailed below:

Fiscal Year	ESU Rate Monthly Fee	Effective Period
2016	\$ 6.15	October 1, 2015 - September 30, 2016
2017	\$ 6.65	October 1, 2016 - September 30, 2017
2018	\$ 7.15	October 1, 2017 - September 30, 2018
2019	\$ 7.65	October 1, 2018 - September 30, 2019
2020	\$ 8.15	October 1, 2019 - September 30, 2020
2021	\$ 8.65	October 1, 2020 - September 30, 2021
2022	\$ 9.15	October 1, 2021 - September 30, 2022
2023	\$ 9.65	October 1, 2022 - September 30, 2023
2024	\$ 10.15	October 1, 2023 - September 30, 2024
2025	\$ 10.65	October 1, 2024 - September 30, 2025

The previous Stormwater Revenue Sufficiency Analysis was performed in 2017 which confirmed at that time that the rate structure above as adequate to fund the SAP.

The current Stormwater Revenue Sufficiency Analysis (attached) was approved by the BOC on December 7, 2021. The work on the analysis began in February 2022 after the financials for FY 2021 were completed.



Tarpon Springs, FL



# FY 2022 Stormwater Revenue Sufficiency Analysis

October 25, 2022





# Background

## Board adopted rate plan in 2015

Satisfied all identified system needs through FY25:

- Min fund balance of 25%
- Avg O&M increase of 3.7%
- Avg CIP spend of \$600K

## City reviewed rate plan in 2017

Satisfied all identified system needs through FY27:

- Min fund balance of 25%
- Avg O&M increase of 4.0%
- Avg CIP spend of \$630K
- **No change to plan needed**

## \$0.50 increase per ESU, per year

- FY 2016 – FY 2025
- FY22 Fee = \$9.15 per ESU
- FY23 Fee = \$9.65 per ESU
- Fee remains comparable to neighboring communities

## 100% CIP budget execution

- Grant funding where eligible
- No debt funding needed



# Adopted Rate Plan

	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Increase (%)	8.85%	8.13%	7.52%	6.99%	6.54%	6.13%	5.78%	5.46%	5.18%	4.93%
Increase (\$)	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
<b>Monthly Fee Per ESU</b>	<b>\$6.15</b>	<b>\$6.65</b>	<b>\$7.15</b>	<b>\$7.65</b>	<b>\$8.15</b>	<b>\$8.65</b>	<b>\$9.15</b>	<b>\$9.65</b>	<b>\$10.15</b>	<b>\$10.65</b>





# Revenue Sufficiency Analysis



# Updates from Last RSA: FY 2022 – FY 2027

Beginning Fund Balances  $\approx$  \$259K greater

*Prior projection vs. Audited actuals, as of Sept. 30, 2021*

Avg annual revenues  $\approx$  \$3K less

*Revenues consistent with prior projection*

Avg annual operating costs  $\approx$  \$198K greater

*Personal services; operating cost inflation; transfers out*

Avg annual capital spending  $\approx$  \$130K greater

*Avg annual Budget (future \$)  $\approx$  \$484K greater*

Results in  
increased rate  
revenue  
pressure

- Cost inflation
- Supply chain disruptions
- Labor shortages
- State regulations/mandates
- Aging infrastructure
- Grant funding availability

# Operating Expense Assumptions

## Personal Services

- 100% Execution [previously 98%]
- 2 new FTEs:
  - Tech I in FY24
  - Tech I in FY27
  - ~\$1.1M thru FY32

## Operating & Maintenance

- 97% Execution [previously 98%]
- 2 Street Sweepers:
  - Lease in FY23
  - Lease in FY 28
  - ~\$840K thru FY32

## Minor Capital Outlays

- 100% Execution
- Machinery & Equip.
  - \$0 in FY23
  - ~\$1.5M thru FY32

- **Average annual projected operating expense increase of 4.6%**

# CIP Spend Plan

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
CIP Execution	70%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Cash Funded Capital	811,865	309,646	659,197	523,078	351,285	293,085	220,273	165,056	258,868	457,530
Grant Funded Capital	642,708	276,286	-	41,857	86,501	255,525	181,573	125,216	112,572	-
<b>Total Executed Capital</b>	<b>1,454,573</b>	<b>585,932</b>	<b>659,197</b>	<b>564,935</b>	<b>437,786</b>	<b>548,610</b>	<b>401,845</b>	<b>290,273</b>	<b>371,440</b>	<b>457,530</b>

- Supply chain disruptions push FY22 CIP budget to FY23
- One-time 8% cost escalation in FY23, 3% compounding thereafter
- 50% grant funding where eligible, equal to ~\$1.7M through FY32
- Reduced annual CIP execution to reflect historical spending levels
- **Average annual capital spending equal to ~\$575K**

# Capital Improvement Projects

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Pent St. 200 <sup>th</sup> east of Grosse Ave.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hibiscus Ave. & Pine St.	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pinellas Trail Culvert	\$ -	\$ -	\$ -	\$ -	\$ 118,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roosevelt Blvd. & Canal St. Tidal Valve	\$ -	\$ -	\$ -	\$ 218,097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grandview Drive	\$ -	\$ -	\$ -	\$ 291,609	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Spring Dr. & MLD Jr. Dr.	\$ -	\$ -	\$ 361,324	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lakeview Dr.	\$ -	\$ -	\$ -	\$ -	\$ 265,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lime St. & Huey Ave.	\$ -	\$ -	\$ 238,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pent St. 100 East of Levis	\$ -	\$ -	\$ -	\$ 398,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
North Levis Avenue (Option/Phase 1)	\$ -	\$ -	\$ -	\$ -	\$ 168,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cobum Dr. 100 West of Florida Ave.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 312,916	\$ -	\$ -	\$ -	\$ -	\$ -
North Levis Avenue (Option/Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195,899	\$ -	\$ -	\$ -	\$ -	\$ -
Oleander Dr. and Peminsula Ave.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,120	\$ -	\$ -	\$ -	\$ -	\$ -
Disston Ave & Center St.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 680,312	\$ 469,180	\$ -	\$ -	\$ -
Highland Ave. & Vista Pl	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,298	\$ 274,299	\$ -
Kenneth Way at Seaside Dr/	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,235	\$ 491,199
Sponge Docks Flooding Phase 2	\$ -	\$ 306,887	\$ 228,713	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Services	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Additional Pent St./Grosse Projects	\$ -	\$ 1,393,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Encumbrances	\$ -	\$ 73,753	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 1,924,038</b>	<b>\$ 878,195</b>	<b>\$ 958,693</b>	<b>\$ 797,931</b>	<b>\$ 600,036</b>	<b>\$ 730,312</b>	<b>\$ 519,180</b>	<b>\$ 364,298</b>	<b>\$ 452,534</b>	<b>\$ 541,199</b>

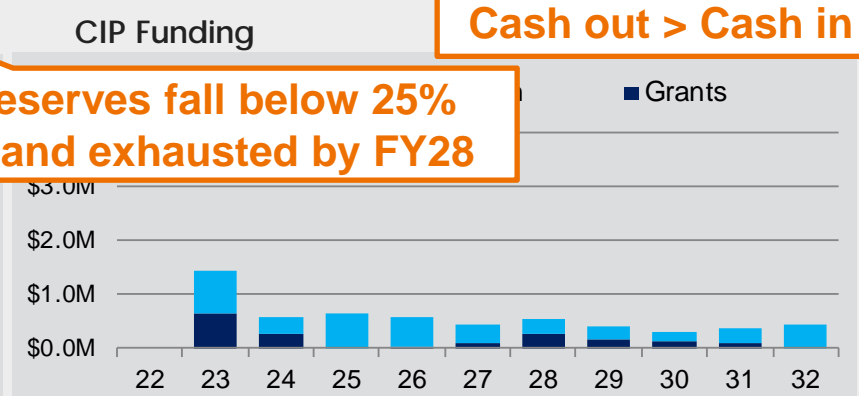
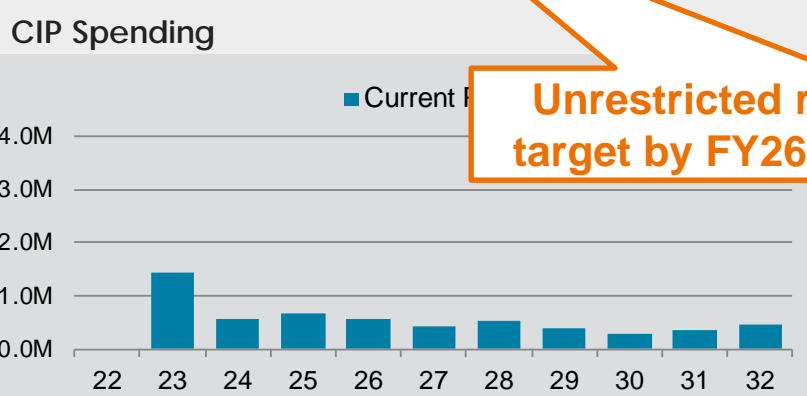
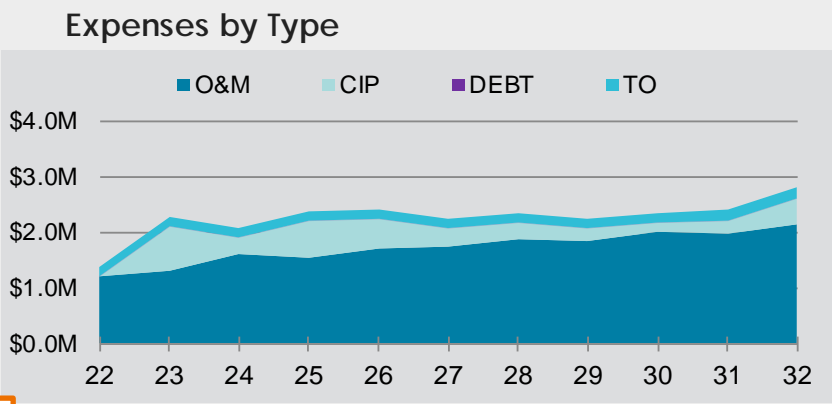
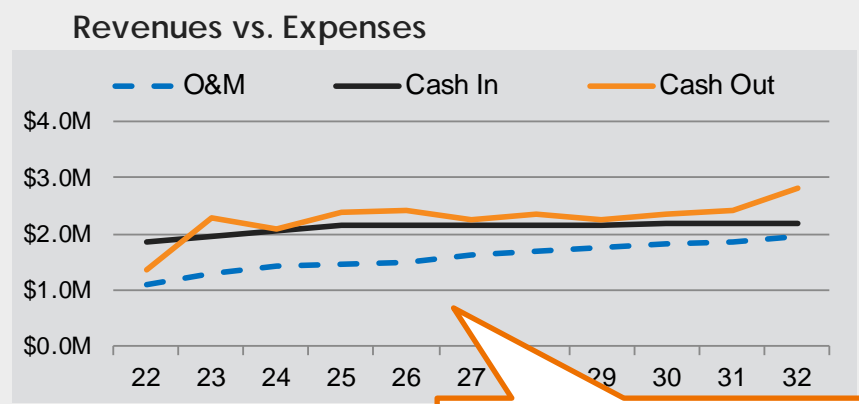
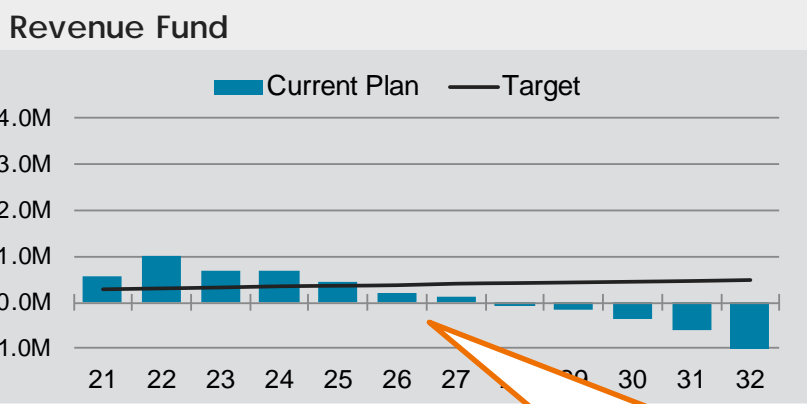
- Schedule reflects 100% execution and current day values
- Schedule reflects 50% grant funding for projects in blue shading



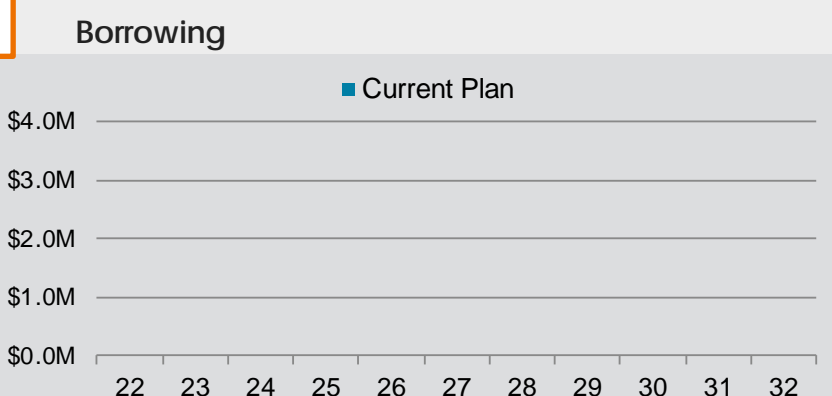
# Summary of Results: Status Quo

**No rate increases after approved plan**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2027	FY 2032
<b>Stormwater Rate Plan</b>	5.78%	5.46%	5.18%	4.93%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	16.39%	16.39%
<u>Spending vs. Budget/Proj.</u>												<u>Scenario Manager</u>	
CIP Execution %	100%	70%	60%	60%	60%	60%	60%	60%	60%	60%	60%	Grant Fund	Yes
[11-29] PS Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	% Eligible	50.0%
[31-55] OM Execution %	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%		
[64] CO Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Monthly Charge per ESU</b>	\$9.15	\$9.65	\$10.15	\$10.65	\$10.65	\$10.65	\$10.65	\$10.65	\$10.65	\$10.65	\$10.65		



**Unrestricted reserves fall below 25% target by FY26 and exhausted by FY28**



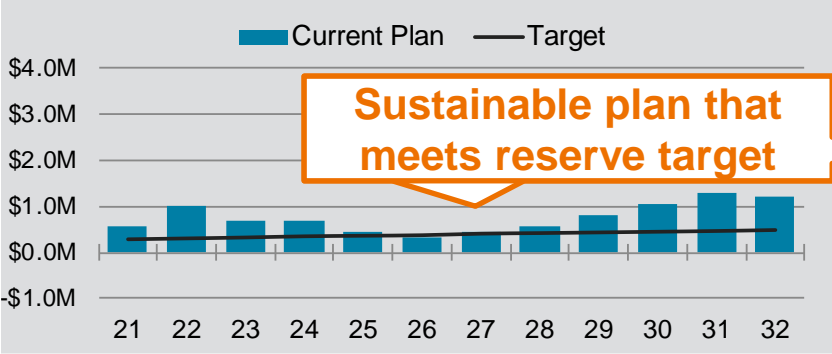
# Summary of Results: Forecast

**Current forecast of system need**

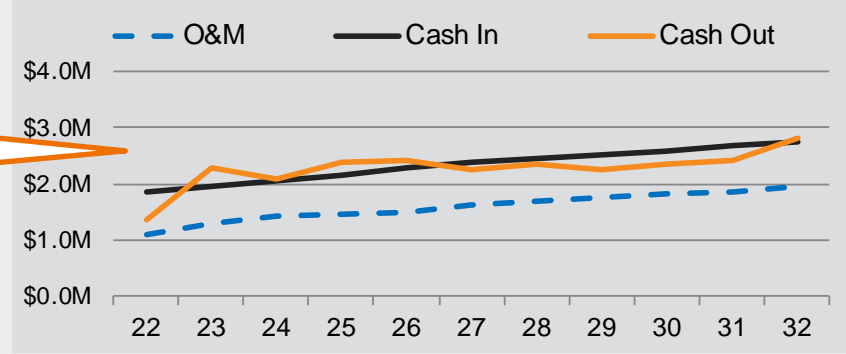
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2027	FY 2032
<b>Stormwater Rate Plan</b>	5.78%	5.46%	5.18%	4.93%	5.00%	5.00%	2.50%	2.50%	2.50%	2.50%	2.50%	28.31%	45.14%
<u>Spending vs. Budget/Proj.</u>													
CIP Execution %	100%	70%	60%	60%	60%	60%	60%	60%	60%	60%	60%	Grant Fund % Eligible	Yes 50.0%
[11-29] PS Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
[31-55] OM Execution %	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%		
[64] CO Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Monthly Charge per ESU</b>	\$9.15	\$9.65	\$10.15	\$10.65	\$11.18	\$11.74	\$12.03	\$12.33	\$12.64	\$12.96	\$13.28		

**Reduced Execution %**

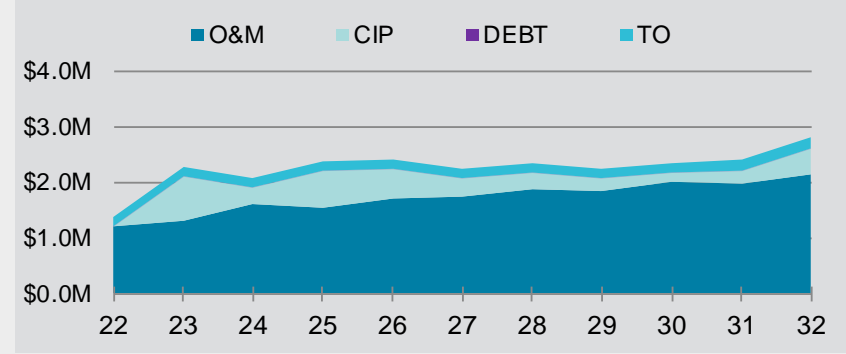
Revenue Fund



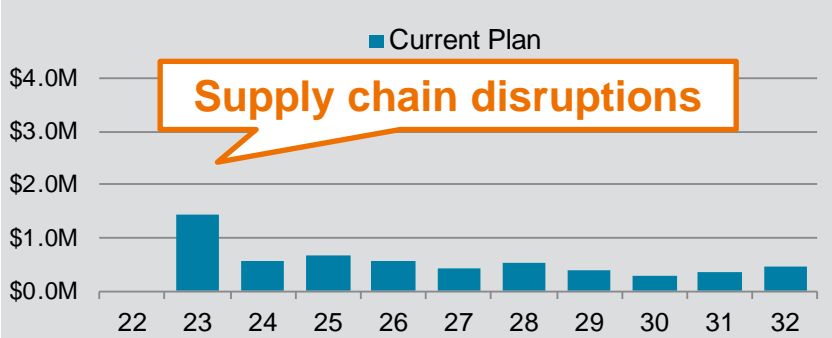
Revenues vs. Expenses



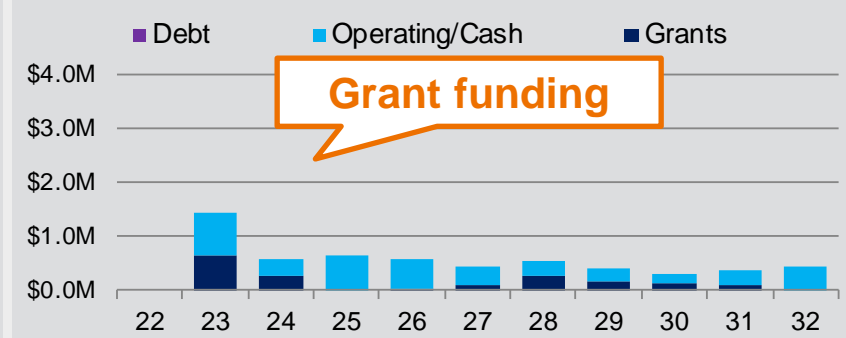
Expenses by Type



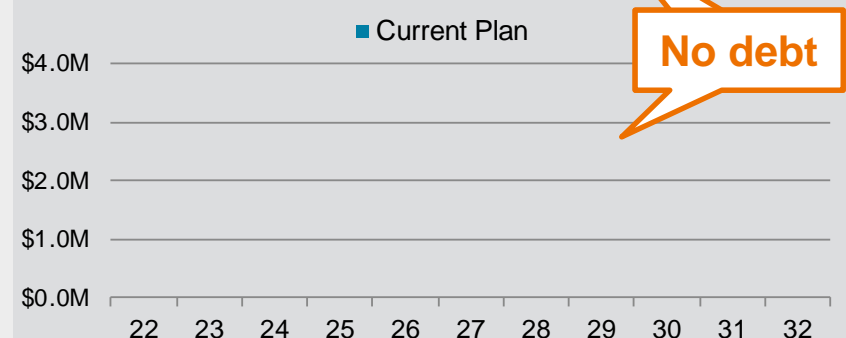
CIP Spending



CIP Funding



Borrowing



# Rate Plan: Approved & Forecast

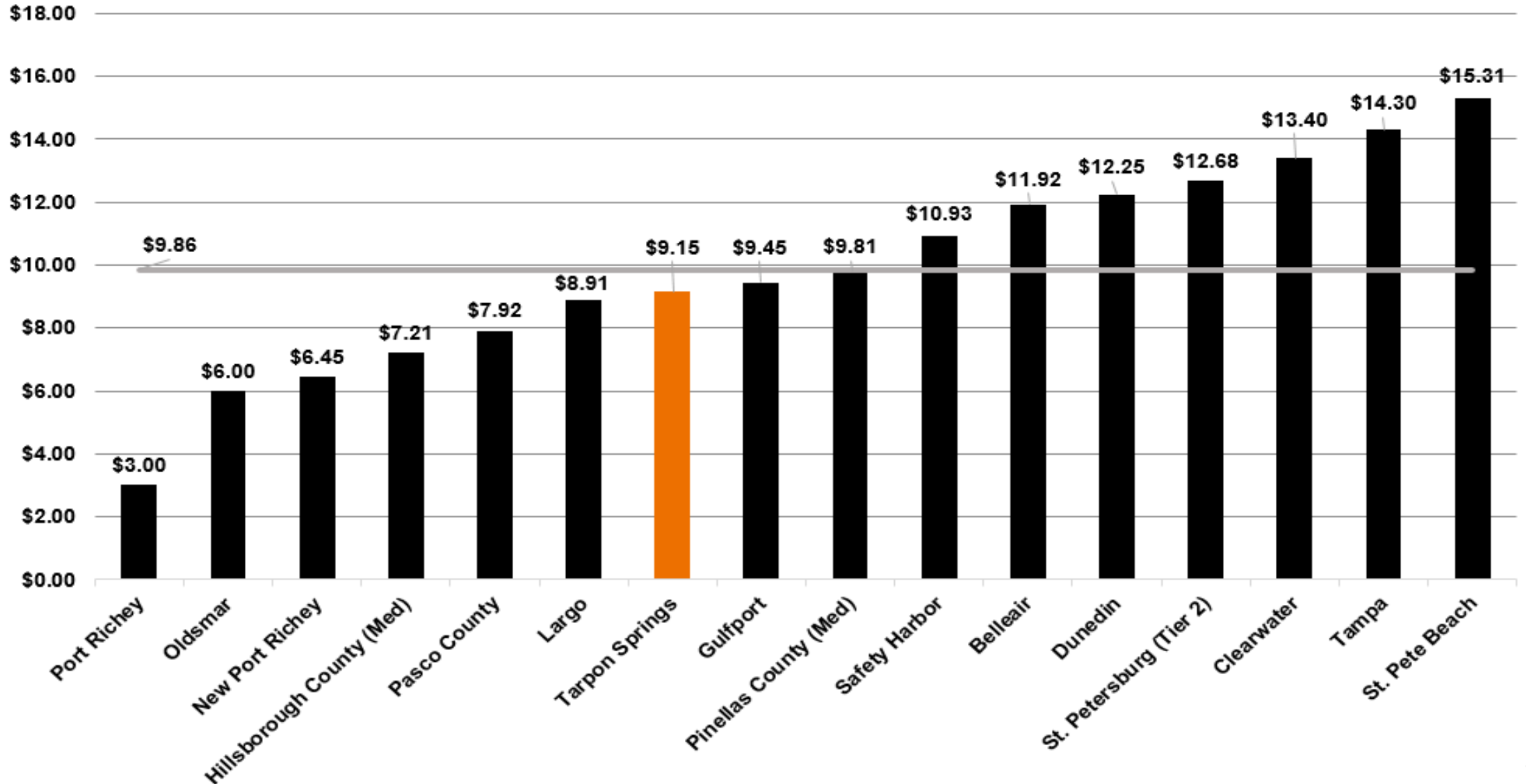
	Approved			Current forecast of system need						
	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
Increase (%)	5.46%	5.18%	4.93%	5.00%	5.00%	2.50%	2.50%	2.50%	2.50%	2.50%
Increase (\$)	\$0.50	\$0.50	\$0.50	\$0.53	\$0.56	\$0.29	\$0.30	\$0.31	\$0.32	\$0.32
<b>Monthly Fee Per ESU</b>	<b>\$9.65</b>	<b>\$10.15</b>	<b>\$10.65</b>	<b>\$11.18</b>	<b>\$11.74</b>	<b>\$12.03</b>	<b>\$12.33</b>	<b>\$12.64</b>	<b>\$12.96</b>	<b>\$13.28</b>



# Benchmarking



# FY 2022 Stormwater Monthly Fee per Unit





# Conclusions & Recommendations

# Conclusions

- Plan of approved rate adjustments sufficient through FY 2025
- Economic uncertainty, supply chain disruptions, and regulatory compliance are causing increased rate pressure
- Unrestricted reserves deficient by FY 2026, exhausted by FY 2028
- Therefore, future fee increases needed beginning FY 2026
- Forecast reflects average annual capital spending of ~\$575K, and no debt funding

# Recommendations

- Given the pace of fund balance spenddown, economic uncertainty, and unknown future regulatory requirements, the City should continue closely monitoring the System's financial conditions
  - Next major update will be needed prior to FY 2026
  - Prior to then, consider annual minor updates as part of Staff's annual budget development process





Questions/Comments

**Presented By:**  
**Andrew Burnham**  
Vice President

**Project Team:**  
**Eric Grau**  
Project Manager  
**Kevan Cook**  
Lead Consultant





## City of Tarpon Springs, FL

# FY 2022 Stormwater Revenue Sufficiency Analysis

September 16, 2022





September 16, 2022

Mr. Ron Harring  
Finance Director  
City of Tarpon Springs  
324 East Pine Street  
Tarpon Springs, FL 34689

Re: FY 2022 Stormwater  
Revenue Sufficiency Analysis

Dear Mr. Harring,

Stantec Consulting Services Inc. is pleased to present this Final Report of the FY 2022 Stormwater Revenue Sufficiency Analysis that we have performed for the City of Tarpon Springs, Florida.

If you have any questions, please do not hesitate to call me at (904) 247-0787 or email me at [Eric.Grau@stantec.com](mailto:Eric.Grau@stantec.com). We very much appreciate the opportunity to be of service to the City and look forward to working with you again soon.

Sincerely,

A handwritten signature in blue ink that reads "Eric Grau".

Eric Grau  
Principal

4651 Salisbury Road, Suite 350  
Jacksonville, Florida 32256  
(904) 247-0787  
[Eric.Grau@stantec.com](mailto:Eric.Grau@stantec.com)

Enclosure

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# 1. INTRODUCTION

On behalf of the City of Tarpon Springs, FL (City), Stantec Consulting Services Inc. (Stantec) has conducted the FY 2022 Stormwater Revenue Sufficiency Analysis (RSA). This report presents the objectives, procedures, and key assumptions of the RSA, as well as our findings and recommendations.

## 1.1 BACKGROUND

The City owns and operates the stormwater management system (System) for the conveyance and treatment of stormwater in accordance with State and Federal regulations. In 2001, the City adopted Resolution 2001-74, which established its first monthly stormwater fee of \$5.65 per equivalent stormwater unit (ESU), effective January 1, 2002. In FY 2015, the City undertook an extensive, multi-year engineering study to develop a Stormwater Action Plan, the result of which included identification of new capital requirements. In recognition of the increased pressures to the system, the City retained the services of Stantec to conduct a review of the financial health of the system. As a result of that study, Stantec recommended the City adopt a plan of annual \$0.50 increases to its monthly stormwater fee per ESU, effective October 1, 2015 (FY 2016) and each October 1 thereafter through October 1, 2024 (FY 2025).

On September 15, 2015, the City's Board of Commissioners (BOC) adopted Resolution No. 2015-37, which repealed Resolution 2001-74 and established the following annual schedule of stormwater fees per ESU:

YEAR	ESU RATE, FOR MONTHLY FEE	EFFECTIVE PERIOD
2016	\$6.15	October 1, 2015 – September 30, 2016
2017	\$6.65	October 1, 2016 – September 30, 2017
2018	\$7.15	October 1, 2017 – September 30, 2018
2019	\$7.65	October 1, 2018 – September 30, 2019
2020	\$8.15	October 1, 2019 – September 30, 2020
2021	\$8.65	October 1, 2020 – September 30, 2021
2022	\$9.15	October 1, 2021 – September 30, 2022
<b>2023</b>	<b>\$9.65</b>	<b>October 1, 2022 – September 30, 2023</b>
<b>2024</b>	<b>\$10.15</b>	<b>October 1, 2023 – September 30, 2024</b>
<b>2025</b>	<b>\$10.65</b>	<b>October 1, 2024 – September 30, 2025</b>

The BOC also approved, as part of Resolution No. 2015-37, a provision that requires the ESU rate be reviewed by the BOC for adjustments at a public meeting not less than once every three years. Accordingly, the City has again retained the services of Stantec to evaluate the sufficiency of current stormwater fee revenues to fund the projected operating and capital requirements of the System.

## 1.2 OBJECTIVES

**Revenue Sufficiency Analysis** – To evaluate the sufficiency of the City's current plan of approved annual stormwater rate revenue adjustments to generate the level of revenue necessary to satisfy all projected System requirements through FY 2032, including 1) operating expenses, 2) minor capital outlays, 3) inter-fund transfers, 4) capital improvement program (CIP) costs, and 5) minimum operating fund balance reserve requirements; and, if necessary, identify alternative plans of rate revenue adjustments that will satisfy these projected requirements during each year of the forecast.

**Comparison Survey of Comparable Utilities** – That compares the City's monthly stormwater fee per ESU to those of other communities in the City's surrounding geographic area.

## 2. REVENUE SUFFICIENCY ANALYSIS

This section presents the financial management plan and corresponding plan of stormwater rate revenue adjustments evaluated herein. The following sub-sections of the report present a description of the source data, assumptions, and results of the RSA, while the Appendix includes detailed supporting schedules for the financial management plan identified herein.

### 2.1 OVERVIEW

The RSA was performed using both historical and projected information. City staff provided the historical financial information that was used to establish the System's beginning FY 2022 fund balances. It is important to note that funds reserved or encumbered for specific capital projects not reflected as requirements of the CIP budget were removed from beginning fund balances.

System revenues consist of rate revenues generated by the City's stormwater fee per ESU, as well as fund balance interest earnings. Beginning in FY 2023, projected annual rate revenues reflect prior year rate revenues, adjusted thereafter based upon the approved schedule of rate revenue adjustments and assumed annual ESU growth rates, whereas interest earnings revenues were calculated based upon projected average fund balances and assumed annual interest earnings rates.

System revenue requirements consist of operating expenses, minor capital outlays, and inter-fund transfers. Operating expenses include personal services costs and operating and maintenance costs. Beginning in FY 2024, projected operating expenses, as well as inter-fund transfers, reflect the FY 2023 Proposed Budget and assumed future cost escalation assumptions, by line-item. Minor capital outlays were provided by City staff for each year of the forecast. It is important to note that based upon an evaluation of historical operating expenses to budget, the annual spending execution rate assumed for operating and maintenance costs is 97.0% of budget/projection.<sup>1</sup> Personal services, as well as minor capital outlays and inter-fund transfers, are assumed executed at 100% of budget/projection.

Annual CIP requirements were provided by City staff and adjusted to account for future cost escalation. In consultation with City staff, all FY 2022 budgeted capital requirements were shifted to FY 2023, to account for delays from ongoing supply chain disruptions, and escalated in cost by 8.0%, to account for recent cost inflation. Based upon a similar evaluation of historical capital spending to budget, the spending execution rates of 70.0% in FY 2023 and 60.0% each year thereafter have been assumed for all identified CIP requirements.

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<sup>1</sup> The historical 5-year average execution rate for budgeted operation and maintenance is 97.4%.

## 2.2 SOURCE DATA

This sub-section lists the key source data relied upon in conducting the RSA:

### **Beginning Fund Balances**

FY 2022 beginning fund balances were derived from the audited year-end FY 2021 Statement of Net Position, as of September 30, 2021. Specific fund balance detail is presented on Schedule 2 of the Appendix.

### **Revenues**

FY 2022 rate revenues were based on the FY 2022 Revised Budget, projected thereafter based upon assumed annual growth in ESUs and annual rate revenue adjustments. Interest income in FY 2022 and FY 2023 was based upon the FY 2022 Revised Budget and the FY 2023 Proposed Budget, respectively, but each year thereafter calculated based upon average annual fund balance and assumed annual interest rates. Projections of annual System cash inflows are presented on Schedule 4 of the Appendix.

### **Operating Expenses**

FY 2022 and FY 2023 operating expenses, as well as inter-fund transfers, were derived from the City's adopted FY 2022 Revised Budget and FY 2023 Proposed Budget, respectively. Each year thereafter, operating expenses were projected based upon the FY 2023 Proposed Budget and escalated each year thereafter based upon factors developed in consultation with City staff. Incremental operating expenses associated with the addition of two new staff positions<sup>2</sup> and new Street Sweeper Lease program<sup>3</sup>, as well as projections of minor capital outlays, were provided by City staff for each year of the forecast. Projections of annual System cash outflows are presented on Schedule 5 of the Appendix, whereas specific operating expense cost escalation factors are presented on Schedule 6 of the Appendix.

### **Capital Improvement Program**

Annual CIP requirements, as well as any offsetting grants, were provided in project level detail by City staff for each year of the forecast. The RSA reflects total CIP spending (including future inflation) through FY 2032 of approximately \$5.8 million, of which approximately \$1.7 million is assumed funded with future grant proceeds. The detailed listing of CIP requirements is presented on Schedule 3 of the Appendix.

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<sup>2</sup> Assuming a Tech 1 in FY 2024, and another in FY 2027, at the fully burdened personal services cost of \$60,000, escalated annually thereafter by the weighted average increase in all other personal services expenses.

<sup>3</sup> Assuming the 5-year lease cycles and annual cost escalation of 3.0%.



## 2.3 ASSUMPTIONS

The following key assumptions were relied upon for the purposes of this RSA:

### **Cost Escalation**

Beginning in FY 2024, annual cost escalation factors for the various types of operating expenses, including inter-fund transfers, were developed in consultation with City staff based upon historical trends, industry experience, and future expectations. Given the cost escalation factors assumed for each line-item operating expense, the weighted average rate of cost escalation during the forecast period is approximately 4.55% per year. Inter-fund transfers were assumed to increase at a rate of 2.5% per year. Specific operating expense cost escalation factors are presented on Schedule 6 of the Appendix.

To account for observed inflation in the current cost of construction materials and labor, due in part to ongoing supply chain issues, an additional one-time adjustment of 8.0% was applied to budgeted CIP requirements in FY 2023. Each year thereafter, annual CIP requirements were escalated by a compounding 3.0% inflation factor.<sup>4</sup> Furthermore, in consultation with City staff, all FY 2022 budgeted capital requirements were shifted to FY 2023, to account for delays from ongoing supply chain disruptions.<sup>5</sup>

### **System Growth**

The assumed schedule of annual ESU growth was developed in consultation with City staff based upon reviews of historical trends and future expectations. For purposes of this RSA, annual System growth of 25 ESUs, or approximately 0.14% per year, is assumed throughout the forecast.

### **Interest Earnings**

Beginning in FY 2024, a 1.50% annual interest earnings rate was assumed when projecting future interest earnings revenue.

### **Minimum Reserve Policy**

Reserve balances for utility systems are funds set aside for a specific cash flow requirement, financial need, project, task, or legal covenant. These balances are maintained in order to meet short-term cash flow requirements, and at the same time, minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration of developing a utility system multi-year financial management plan.

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<sup>4</sup> Based upon observed historical increases in the Engineering News Record Construction Cost Index.

<sup>5</sup> For similar reasons, the RSA reflects no new [64] Machinery & Equipment requirements in FY 2023.

Many utilities, rating agencies, and the investment community as a whole place a significant emphasis on having sufficient reserves available for potentially adverse conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to assure a utility that it will have adequate funds available to meet its financial obligations during unusual periods (i.e. when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The financial management plan presented in this report reflects the City's policy to maintain a minimum operating fund balance (or unrestricted reserve balance) equal to 25% of annual operating expenses, including personal services costs and operating and maintenance costs. This level of reserves is consistent with our experience working with other financial healthy utility systems.

#### **Future Borrowing & CIP Funding**

The financial management plan presented herein does not reflect the need to issue debt during any year of the forecast. CIP requirements identified as grant-eligible were assumed funded 50% from grants. Of the approximately \$5.8 million of CIP requirements identified during the forecast, approximately \$1.7 million is assumed funded with future grant proceeds.<sup>6</sup>

## **2.4 RESULTS**

Fundamentally, the objective of the RSA was to determine the sufficiency of current stormwater fee rate revenues to satisfy projected revenue requirements over a ten-year forecast (FY 2023 – FY 2032). Based upon the assumptions and base data presented herein and without additional rate adjustments beyond the currently adopted plan of \$0.50 increases through FY 2025, operating fund working capital reserves dip below the minimum requirement by FY 2026, and by FY 2028 are totally exhausted. In other words, by FY 2028, we project that current monthly stormwater fees will not be sufficient to generate the level of annual revenue necessary to fund all of the projected operating and capital requirements presented in this report.

Therefore, based upon the source data and assumptions described in this report, to fund all the projected operating and capital requirements of the System through FY 2032, while not deviating from the already approved plan of \$0.50 per ESU increases through FY 2025 and while also maintaining adequate operating fund working capital reserves without the need for future borrowing, the following plan of annual rate revenue increases have been identified:

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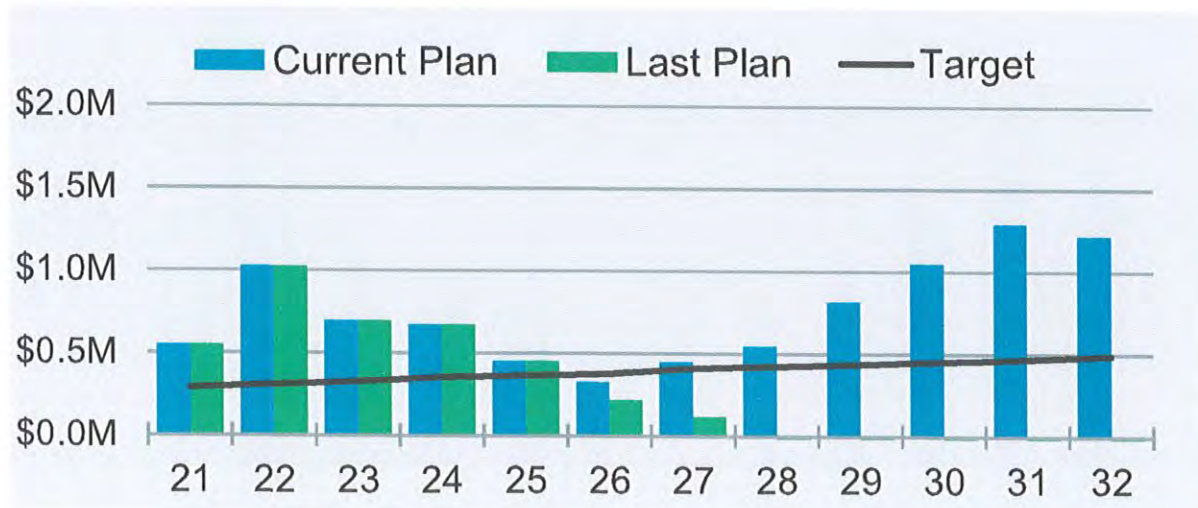
<sup>6</sup> Grant-eligible CIP requirements identified: Pinellas Trail Culvert, Spring Dr. & MLK Jr. Dr., Lime St. & Huey Ave., Oleander Dr. and Peninsula Ave., Disston Ave. & Center St., Highland Ave. & Vista Pl., and Sponge Docks Flooding - Phase 2: Pipe Upgrades and Stormwater Vault Pump Station.

	APPROVED		
	FY 23	FY 24	FY 25
% Increase	5.46%	5.18%	4.93%
\$ Increase	\$ 0.50	\$ 0.50	\$ 0.50
Monthly Fee per ESU	\$9.65	\$10.15	\$10.65

	CURRENT FORECAST OF SYSTEM NEED						
	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32
% Increase	5.00%	5.00%	2.50%	2.50%	2.50%	2.50%	2.50%
\$ Increase	\$ 0.53	\$ 0.56	\$ 0.29	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.32
Monthly Fee per ESU	\$11.18	\$11.74	\$12.03	\$12.33	\$12.64	\$12.96	\$13.28

Specifically, this plan of annual rate revenue adjustments preserves the currently adopted plan of \$0.50 increases through FY 2025, followed by two more years of 5.00% and 2.50% each year thereafter. It is important to note this plan is predicated upon the base data and assumptions presented herein, including 50% grant funding for identified grant-eligible CIP requirements. Should, for example, future operating requirements be greater than projected, or future grant proceeds less than projected, the financial management plan presented herein would likely need adjustment.

The following chart demonstrates the impact upon projected end of year operating fund working capital reserves throughout the forecast, where the Last Plan (green) reflects no future rate revenue adjustments beyond the currently adopted rate plan, the Current Plan (blue) reflects the plan of annual rate revenue increases identified herein, and the Target (black line) represents the minimum operating fund balance target of 25% of annual operating expenses.



## 2.5 CONCLUSIONS & RECOMMENDATIONS

Based upon the analysis presented herein and the results presented in the prior subsection, we have reached the following conclusions and recommendations:

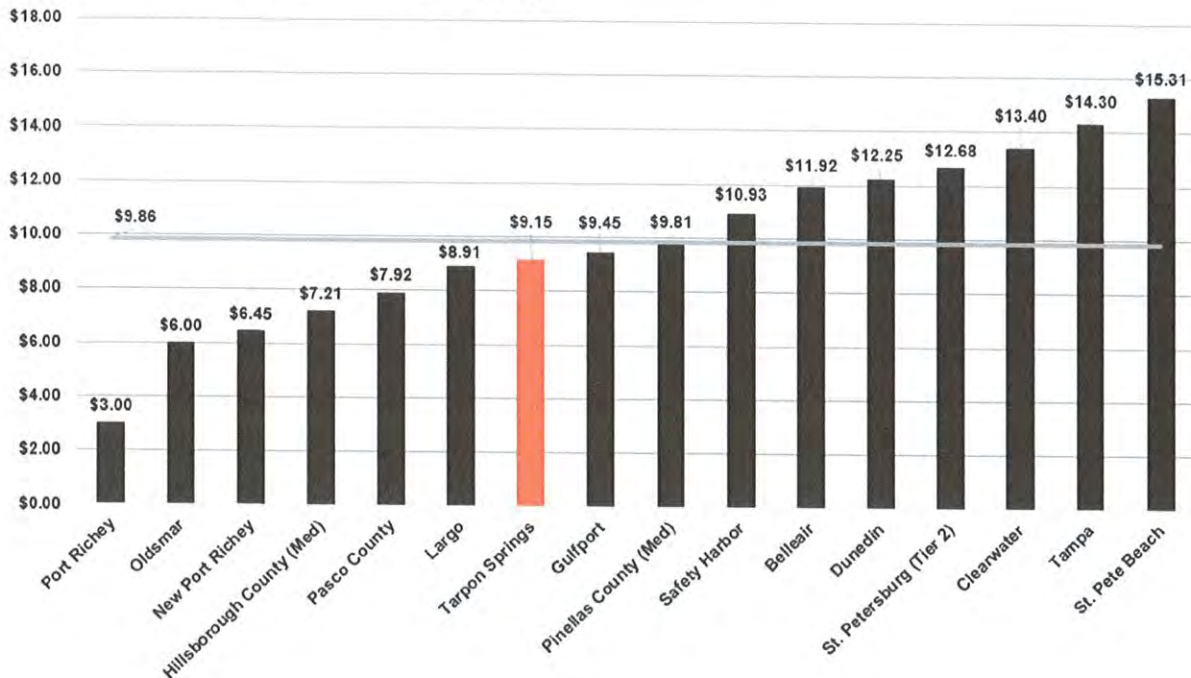
- The currently adopted plan of stormwater fee rate revenue increases are sufficient to fund the requirements of the System through FY 2025, while also maintaining adequate operating fund working capital reserves without the need for future borrowing during that time.
- Without future additional future rate revenue increases, projected operating fund working capital reserves dip below the minimum requirement by FY 2026, and by FY 2028 are totally exhausted.
- Annual rate revenue increases of 5.0% in FY 2026 and FY 2027, followed by 2.5% each year thereafter, were identified as sufficient to satisfy all of the projected operating and capital requirements of the System through FY 2032, while also maintaining adequate operating fund working capital reserves and without the need for future borrowing. However, it should be noted this plan is predicated upon an average annual CIP spending plan of approximately \$575,000.
- It is important to note this plan is predicated upon the base data and assumptions presented herein, including 50% grant funding for identified grant-eligible CIP requirements. Should, for example, future operating requirements be greater than projected, or future grant proceeds less than projected, the financial management plan presented herein would likely need adjustment.
- The City should continue to update this analysis on an annual or bi-annual basis to evaluate the adequacy of its revenues and plan of annual stormwater fee increases. Doing so will allow for the incorporation of updated revenue and expense information as well as changes in economic conditions, regulatory requirements, and other factors so that any necessary adjustments can be made to the financial management plan presented herein. This will ensure the System continues meeting all of its operating and capital requirements, while minimizing the impacts to customers from future events occurring differently than currently projected.



### 3. STORMWATER FEE PER ESU SURVEY

Stantec also performed a comparative survey of stormwater monthly fees per ESU charged by communities in the City's surrounding geographic area. The survey presents the "typical" stormwater fee in effect for each community as of FY 2022.

**FY 2022 Monthly Stormwater Fee Survey**



The survey results indicate the City charges a stormwater fee per ESU that is currently within the market range for the City's surrounding geographic area. Furthermore, it is likely many of the communities surveyed will implement stormwater fee adjustments in the near future. Therefore, as the City continues implementing its approved schedule of stormwater fee rate revenue adjustments, it is reasonable to expect the City's fee per ESU to remain within the market range.

**Disclaimer**

*This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Tarpon Springs, FL and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising City of Tarpon Springs, FL, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.*

*In preparing this report, Stantec utilized information and data obtained from the City of Tarpon Springs, FL or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.*

*Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Tarpon Springs, FL should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.*

## APPENDIX: SUPPORTING FINANCIAL SCHEDULE

Schedule 1 identifies various assumptions of the RSA

Schedule 2 identifies the end of FY 2021 fund balances that serve as the beginning FY 2022 balances

Schedule 3 identifies a listing of the ten-year capital improvement program reflected in the RSA

Schedule 4 presents a detailed list of all projected cash inflows from FY 2022-2032

Schedule 5 presents a detailed list of all projected cash outflows from FY 2022-2032

Schedule 6 presents the cost escalation factors applied to operating expenses each year

Schedule 7 reflects the FAMS Control Panel that presents a summary of the financial management plan, including annual rate increases, debt service coverage ratios, total CIP spending levels, customer impacts, and fund balances

Schedule 8 presents the projected annual net income, debt service coverage, and cash flow results

Schedule 9 presents the projected funding sources for the capital improvement program

Schedule 10 presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest calculations, and the end of year fund balance

**Assumptions**

**Schedule 1**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
<b><u>Rate Increase Adoption Date</u></b>	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030	10/1/2031
<b><u>Annual Stormwater System Growth</u></b>											
Ending # of Equivalent Stormwater Units (ESU)s	17,380	17,405	17,430	17,455	17,480	17,505	17,530	17,555	17,580	17,605	17,630
Equivalent Stormwater Units (ESU) Growth	25	25	25	25	25	25	25	25	25	25	25
% Change in Equivalent Stormwater Units (ESU)s	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%
<b><u>Capital Spending</u></b>											
Annual Capital Budget (Future Year Dollars)	\$ -	\$ 1,454,573	\$ 585,932	\$ 659,197	\$ 564,935	\$ 437,786	\$ 548,610	\$ 401,845	\$ 290,273	\$ 371,440	\$ 457,530
Annual Percent Executed	100%	70%	60%	60%	60%	60%	60%	60%	60%	60%	60%
<b><u>Average Annual Interest Earnings Rate <sup>(1)</sup></u></b>											
Applied to Fund Balances	0.06%	0.16%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
<b><u>Operating Budget Reserve</u></b>											
Target (Number of Months of Reserve)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
<b><u>Operating Budget Execution Percentage</u></b>											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations & Maintenance	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%
Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

(1) FY 2022 and FY 2023 interest earnings rate based on earnings reported in the FY 2022 Revised Budget and FY 2023 Proposed Budget respectively. Future year interest rates per discussions with City staff and consistent with assumptions used for the Water and Sewer Fund.



## FY 2022 Beginning Balances (1)

## Schedule 2

	<b>FUND 406</b>
<b>Current Unrestricted Assets</b>	
Cash and Cash Equivalents	\$ 689,152
Accounts Receivables - billed (net)	121,746
Accounts Receivables - unbilled	62,118
<b>Total Current Unrestricted Assets</b>	<b>\$ 873,016</b>
<b>Current Liabilities</b>	
Accounts Payable	\$ (315,100)
Accrued Liabilities	(9,748)
Compensated Absences	(1,408)
Contracts Payable	(70,021)
<b>Total Current Liabilities</b>	<b>\$ (396,278)</b>
Plus/(Less): Unrestricted - Encumbrances	\$ 73,753
<b>Revenue Fund - Available Fund Balance</b>	<b>\$ 550,492</b>

(1) Per audited Statement of Net Position as of September 30, 2021.

Capital Improvement Program (CIP)

Schedule 3

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1 Hibiscus Ave. & Pine St.	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 Pinellas Trail Culvert	-	-	-	-	118,240	-	-	-	-	-	-
3 Roosevelt Blvd. & Canal St. Tidal Valve	-	-	-	218,007	-	-	-	-	-	-	-
4 Grandview Drive	-	-	-	291,009	-	-	-	-	-	-	-
5 Spring Dr. & MLK Jr. Dr.	-	-	301,324	-	-	-	-	-	-	-	-
6 Lakeview Dr.	-	-	-	-	265,470	-	-	-	-	-	-
7 Lime St. & Huey Ave	-	-	238,158	-	-	-	-	-	-	-	-
8 Pent St. 100' East of Levis	-	-	-	398,987	-	-	-	-	-	-	-
9 North Levis Avenue (Option/Phase-1)	-	-	-	-	168,322	-	-	-	-	-	-
10 Coburn Dr 100 West of Florida Ave	-	-	-	-	-	312,918	-	-	-	-	-
11 North Levis Avenue (Option/Phase-2)	-	-	-	-	195,899	-	-	-	-	-	-
12 Oleander Dr. and Peminsula Ave.	-	-	-	-	-	237,120	-	-	-	-	-
13 Disston Ave & Center St.	-	-	-	-	-	-	680,312	469,180	-	-	-
14 Highland Ave & Vista Pl (Construction assumes SWFWMD CFI Grant)	-	-	-	-	-	-	-	-	314,298	274,299	-
15 Kenneth Way at Seaside Dr	-	-	-	-	-	-	-	-	-	128,235	491,199
16 Vault Pump Station (Costs accounts for \$1,738,390 Construction Federal Grant)	-	308,887	228,713	-	-	-	-	-	-	-	-
17 Misc Services	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
18 Additional Pent St. / Grosse Stormwater Project	-	1,393,398	-	-	-	-	-	-	-	-	-
19 Additional encumbrances	-	73,753	-	-	-	-	-	-	-	-	-
20 Total CIP Budget (in current dollars)	\$ -	\$ 1,924,038	\$ 878,195	\$ 958,693	\$ 797,931	\$ 600,036	\$ 730,312	\$ 519,180	\$ 364,298	\$ 452,534	\$ 541,199
21 Cumulative Projected Cost Escalation <sup>(1)</sup>	0.0%	8.0%	11.2%	14.6%	18.0%	21.6%	25.2%	29.0%	32.8%	36.8%	40.9%
22 Resulting CIP Funding Level	\$ -	\$ 2,077,961	\$ 976,553	\$ 1,098,662	\$ 941,559	\$ 729,644	\$ 914,351	\$ 669,742	\$ 483,788	\$ 619,067	\$ 762,549
23 Annual CIP Execution Percentage	100%	70%	60%	60%	60%	60%	60%	60%	60%	60%	60%
24 Final CIP Funding Level	\$ -	\$ 1,454,573	\$ 585,932	\$ 659,197	\$ 564,935	\$ 437,786	\$ 548,610	\$ 401,845	\$ 290,273	\$ 371,440	\$ 457,530

(1) CIP Escalation in FY 2023 represents normalizing adjustment to reflect recent observed increases in construction costs. Beginning in FY 2024 CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.  
 \* Blue highlighted rows indicate projects partially grant funded. Per City staff, an assumption of 50% grant proceed funding has been utilized.

Schedule 4: Cash Inflows

**Projection of Cash Inflows**

**Schedule 4**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1 Equivalent Stormwater Unit Growth	N/A	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%
2 Stormwater Fee Revenue Adjustment	N/A	5.46%	5.18%	4.93%	5.00%	5.00%	2.50%	2.50%	2.50%	2.50%	2.50%
3 Stormwater Rate Revenue <sup>(1)</sup>	\$ 1,847,497	\$ 1,951,256	\$ 2,055,305	\$ 2,159,645	\$ 2,270,875	\$ 2,387,829	\$ 2,451,020	\$ 2,515,878	\$ 2,582,448	\$ 2,650,773	\$ 2,720,901
4 Transfers In <sup>(2)</sup>											
5 SWFWMD Grant Proceeds	\$ -	\$ 642,708	\$ 276,286	\$ -	\$ 41,857	\$ 86,501	\$ 255,525	\$ 181,573	\$ 125,216	\$ 112,572	\$ -
6 Total Transfers In	\$ -	\$ 642,708	\$ 276,286	\$ -	\$ 41,857	\$ 86,501	\$ 255,525	\$ 181,573	\$ 125,216	\$ 112,572	\$ -
7 Interest Income <sup>(3)</sup>											
8 Unrestricted Funds	\$ 500	\$ 1,358	\$ 10,300	\$ 8,489	\$ 5,887	\$ 5,872	\$ 7,511	\$ 10,249	\$ 14,030	\$ 17,595	\$ 18,864
9 Total Interest Income	\$ 500	\$ 1,358	\$ 10,300	\$ 8,489	\$ 5,887	\$ 5,872	\$ 7,511	\$ 10,249	\$ 14,030	\$ 17,595	\$ 18,864
10 Total Cash Inflows	\$ 1,847,997	\$ 2,595,322	\$ 2,341,891	\$ 2,168,133	\$ 2,318,619	\$ 2,480,202	\$ 2,714,057	\$ 2,707,700	\$ 2,721,694	\$ 2,780,941	\$ 2,739,765

(1) FY 2022 Stormwater Fee revenues reflect FY 2022 Adjusted Budget.

(2) Proceeds for grant-eligible projects, as reflected in the City's Stormwater Action Plan dated January 2022.

(3) Beginning in FY 2022, interest earnings revenues are calculated based upon projected fund balances and assumed interest earnings rates.



Projection of Cash Outflows

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
<b>1 STORM WATER UTILITY</b>											
2 11 EXECUTIVE SALARIES	\$ 46,557	\$ 47,953	\$ 49,392	\$ 50,873	\$ 52,400	\$ 53,972	\$ 55,591	\$ 57,258	\$ 58,978	\$ 60,745	\$ 62,588
3 12 REGULAR SALARIES & WAGES	362,018	376,173	389,518	401,204	413,240	425,637	438,406	451,559	465,105	479,058	493,430
4 13 OTHER SALARIES & WAGES	1,020	1,735	1,787	1,841	1,896	1,953	2,011	2,072	2,134	2,198	2,264
5 14 OVERTIME PAY	9,760	9,760	10,053	10,354	10,665	10,985	11,315	11,654	12,004	12,364	12,735
6 15 SPECIAL PAY	8,097	10,297	10,006	10,924	11,252	11,589	11,937	12,295	12,664	13,044	13,435
7 21 FICA TAXES	32,244	33,705	34,716	35,758	36,830	37,935	39,073	40,246	41,453	42,696	43,977
8 22 RETIREMENT CONTRIBUTION	37,196	40,203	41,409	42,651	43,931	45,249	46,606	48,004	49,445	50,928	52,456
9 23 LIFE & HEALTH INSURANCE	66,064	114,077	123,203	133,059	143,704	155,200	167,617	181,026	195,508	211,149	228,040
10 24 WORKER'S COMPENSATION	15,853	14,927	15,375	15,836	16,311	16,800	17,304	17,824	18,358	18,909	19,476
11 31 PROFESSIONAL SERVICES	165,215	200,000	205,000	210,125	215,378	220,763	226,282	231,939	237,737	243,681	249,773
12 32 ACCOUNTING & AUDITING	2,296	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
13 34 OTHER CONTRACT SERVICES	62,616	63,358	65,692	68,084	70,536	73,050	75,626	78,267	80,973	83,748	86,591
14 40 TRAVEL PER DIEM	1,785	1,513	1,551	1,590	1,629	1,670	1,713	1,758	1,804	1,851	1,899
15 41 COMMUNICATION SERVICES	2,152	2,200	2,255	2,311	2,369	2,428	2,489	2,551	2,615	2,680	2,747
16 44 RENTS & LEASES	782	2,282	2,339	2,398	2,457	2,519	2,582	2,646	2,713	2,780	2,850
17 45 INSURANCE	9,287	10,154	10,662	11,195	11,755	12,342	12,959	13,607	14,288	15,002	15,752
18 46 REPAIRS & MAINTENANCE	5,943	5,943	6,092	6,244	6,400	6,560	6,724	6,892	7,064	7,241	7,422
19 47 PRINTING & BINDING	200	200	205	210	215	221	226	232	238	244	250
20 48 PROMOTIONAL ACTIVITIES	1,783	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,048	3,122
21 49 OTHER CURRENT CHARGES	42,101	42,101	43,154	44,232	45,338	46,472	47,633	48,824	50,045	51,296	52,578
22 51 OFFICE SUPPLIES	238	238	244	250	256	263	269	276	283	290	297
23 52 OPERATING SUPPLIES	55,217	60,000	64,000	68,200	72,610	77,241	82,103	87,208	92,568	98,196	104,106
24 53 ROAD MATERIALS & SUPPLIES	5,000	12,000	12,420	12,855	13,305	13,770	14,252	14,751	15,267	15,802	16,355
25 54 BOOKS-PUBS-SUBSCRIPTIONS	750	750	769	788	808	828	849	870	892	914	937
26 55 TRAINING	4,000	4,000	4,100	4,203	4,308	4,415	4,526	4,639	4,755	4,874	4,995
27 64 MACHINERY & EQUIPMENT	136,000	-	200,000	100,000	200,000	100,000	200,000	100,000	200,000	100,000	200,000
28 43-01 WATER/SEWER SERVICE	1,991	1,829	1,875	1,922	1,970	2,019	2,069	2,121	2,174	2,228	2,284
29 43-02 ELECTRICITY	6,431	6,752	6,921	7,094	7,271	7,453	7,639	7,830	8,026	8,227	8,432
30 46-04 VEHICLE MAINT. REPAIRS	88,390	95,405	97,790	100,235	102,741	105,309	107,942	110,641	113,407	116,242	119,148
31 52-11 VEHICLE FUEL	30,454	47,098	48,263	49,470	50,708	51,974	53,273	54,605	55,970	57,370	58,804
32 Street Sweeper Lease	-	74,530	74,530	74,530	74,530	74,530	74,530	74,530	74,530	74,530	74,530
33 Additional Personnel	-	-	60,000	62,347	64,808	67,384	70,074	72,878	75,797	78,831	81,980
<b>34 TOTAL STORM WATER UTILITY</b>	<b>\$ 1,235,640</b>	<b>\$ 1,335,671</b>	<b>\$ 1,638,531</b>	<b>\$ 1,585,509</b>	<b>\$ 1,734,465</b>	<b>\$ 1,767,578</b>	<b>\$ 1,918,560</b>	<b>\$ 1,876,868</b>	<b>\$ 2,037,759</b>	<b>\$ 2,001,377</b>	<b>\$ 2,187,295</b>
<b>35 Total Expenses by Category<sup>(1)</sup></b>											
36 Personal Services	\$ 613,009	\$ 650,830	\$ 736,059	\$ 764,847	\$ 795,036	\$ 892,035	\$ 927,913	\$ 965,598	\$ 1,005,197	\$ 1,046,837	\$ 1,090,644
37 Operations & Maintenance	486,631	664,841	702,472	720,662	739,428	775,543	790,648	811,273	832,582	854,541	896,650
38 Capital Outlay	136,000	-	200,000	100,000	200,000	100,000	200,000	100,000	200,000	100,000	200,000
<b>39 Total Expenses</b>	<b>\$ 1,235,640</b>	<b>\$ 1,335,671</b>	<b>\$ 1,638,531</b>	<b>\$ 1,585,509</b>	<b>\$ 1,734,465</b>	<b>\$ 1,767,578</b>	<b>\$ 1,918,560</b>	<b>\$ 1,876,868</b>	<b>\$ 2,037,759</b>	<b>\$ 2,001,377</b>	<b>\$ 2,187,295</b>
<b>40 Expense Execution Factors</b>											
41 Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
42 Operations & Maintenance	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%
43 Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<b>44 Total Expenses at Execution</b>											
45 Personal Services	\$ 613,009	\$ 650,830	\$ 736,059	\$ 764,847	\$ 795,036	\$ 892,035	\$ 927,913	\$ 965,598	\$ 1,005,197	\$ 1,046,837	\$ 1,090,644
46 Operations & Maintenance	472,032	664,296	681,398	699,042	717,246	752,277	766,928	786,935	807,586	828,904	869,751
47 Capital Outlay	136,000	-	200,000	100,000	200,000	100,000	200,000	100,000	200,000	100,000	200,000
<b>48 Total Expenses at Execution</b>	<b>\$ 1,221,041</b>	<b>\$ 1,315,126</b>	<b>\$ 1,617,457</b>	<b>\$ 1,563,889</b>	<b>\$ 1,712,282</b>	<b>\$ 1,744,312</b>	<b>\$ 1,894,841</b>	<b>\$ 1,852,530</b>	<b>\$ 2,012,782</b>	<b>\$ 1,975,741</b>	<b>\$ 2,160,395</b>



Schedule 5: Cash Outflows

**Projection of Cash Outflows**

**Schedule 5**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
49 <b>Transfers Out</b>											
50 91 TRANSFERS (2)	\$ 148,718	\$ 156,639	\$ 160,555	\$ 164,569	\$ 168,683	\$ 172,900	\$ 177,223	\$ 181,653	\$ 186,195	\$ 190,849	\$ 195,621
51 <b>Total Transfers Out</b>	\$ 148,718	\$ 156,639	\$ 160,555	\$ 164,569	\$ 168,683	\$ 172,900	\$ 177,223	\$ 181,653	\$ 186,195	\$ 190,849	\$ 195,621
52 <b>Total Cash-Funded Capital</b>	\$ -	\$ 811,865	\$ 309,646	\$ 659,197	\$ 523,078	\$ 351,285	\$ 293,085	\$ 220,273	\$ 165,056	\$ 258,868	\$ 457,530
53 <b>Total Cash Outflows</b>	\$ 1,369,759	\$ 2,283,630	\$ 2,087,658	\$ 2,387,655	\$ 2,404,043	\$ 2,268,497	\$ 2,365,148	\$ 2,254,456	\$ 2,364,033	\$ 2,425,458	\$ 2,813,545

(1) FY 2022 and FY 2023 based on the FY 2022 Revised Budget and FY 2023 Proposed Budget respectively. Future operating expenses are based upon the FY 2023 Proposed Budget, adjusted for assumed cost escalation.  
 (2) FY 2022 and FY 2023 interfund transfers are as budgeted. Future interfund transfers are based upon the FY 2023 Budget, adjusted for assumed cost escalation.

**Cost Escalation Factors**

**Schedule 6**

Expense Line Item Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
11 EXECUTIVE SALARIES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
12 REGULAR SALARIES & WAGES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
13 OTHER SALARIES & WAGES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
14 OVERTIME PAY	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
15 SPECIAL PAY	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
21 FICA TAXES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
22 RETIREMENT CONTRIBUTION	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
23 LIFE & HEALTH INSURANCE	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
24 WORKER'S COMPENSATION	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
31 PROFESSIONAL SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
32 ACCOUNTING & AUDITING	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
34 OTHER CONTRACT SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
40 TRAVEL PER DIEM	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
41 COMMUNICATION SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
43-01 WATER/SEWER SERVICE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
43-02 ELECTRICITY	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
44 RENTS & LEASES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45 INSURANCE	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
46 REPAIRS & MAINTENANCE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-04 VEHICLE MAINT. REPAIRS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
47 PRINTING & BINDING	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
48 PROMOTIONAL ACTIVITIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
49 OTHER CURRENT CHARGES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
51 OFFICE SUPPLIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-11 VEHICLE FUEL	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
54 BOOKS-PUBI-SUBSCRIPTIONS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
55 TRAINING	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52 OPERATING SUPPLIES	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
53 ROAD MATERIALS & SUPPLIES	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
91 TRANSFERS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Default Inflation Factor	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
<i>Weighted Average Increase in O&amp;M Expenses</i>	<i>7.78%</i>	<i>3.28%</i>	<i>3.31%</i>	<i>8.73%</i>	<i>3.07%</i>	<i>3.40%</i>	<i>3.44%</i>	<i>3.47%</i>	<i>4.51%</i>

FAMS - Control Panel

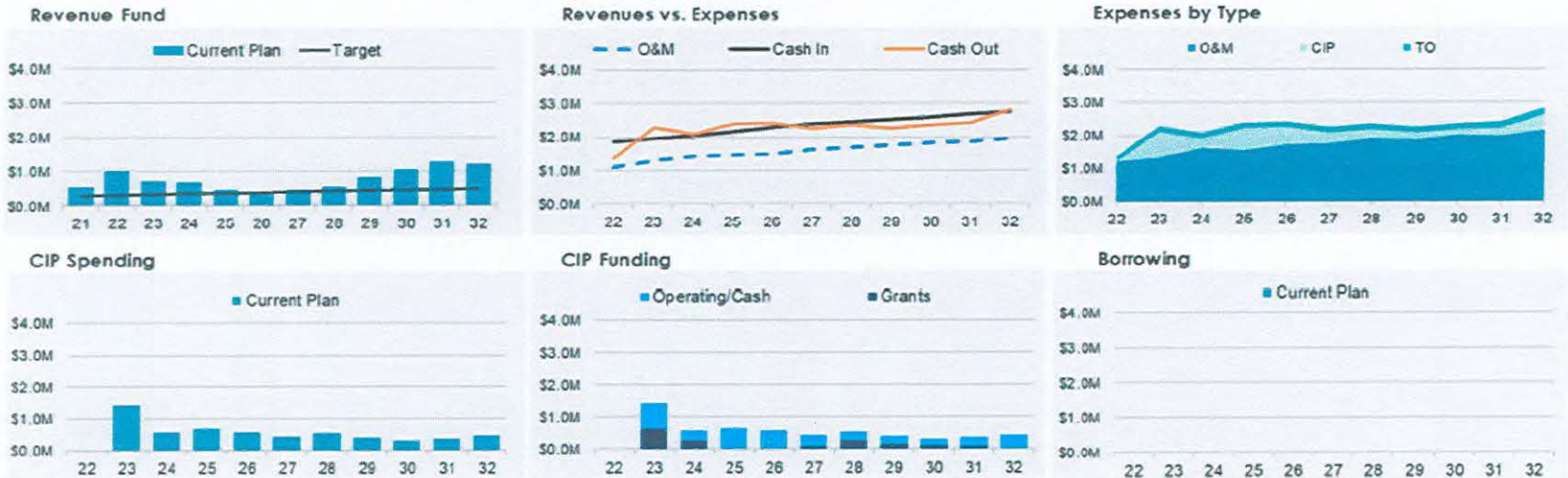


## CITY OF TARPON SPRINGS, FLORIDA



CALC SAVE CTRL LAST OVR

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2027	FY 2032
<b>Stormwater Rate Plan</b>	5.78%	5.46%	5.18%	4.93%	5.00%	5.00%	2.50%	2.50%	2.50%	2.50%	2.50%	28.31%	45.14%
Spending vs. Budget Proj												Scenario Manager	
CIP Execution %	100%	70%	60%	60%	60%	60%	60%	60%	60%	60%	60%	Grant Fund	Yes
[11-29] PS Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	% Eligible	50.0%
[1-55] OM Execution %	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%	97%		
[64] CO Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Monthly Charge per ESU</b>	\$9.15	\$9.65	\$10.15	\$10.65	\$11.18	\$11.74	\$12.03	\$12.33	\$12.64	\$12.96	\$13.28		



NOTE: The current plan of stormwater rate adjustments is approved through FY 2026.



**Pro Forma**

**Schedule 8**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
<b>1 Operating Revenue</b>											
2 Stormwater Rate Revenue	\$ 1,847,497	\$ 1,847,497	\$ 1,951,256	\$ 2,055,305	\$ 2,159,645	\$ 2,270,875	\$ 2,387,829	\$ 2,451,020	\$ 2,515,878	\$ 2,582,448	\$ 2,650,773
3 Change in Revenue From Growth	-	2,658	2,803	2,948	3,093	3,248	3,410	3,495	3,583	3,672	3,764
4 Subtotal	\$ 1,847,497	\$ 1,850,155	\$ 1,954,059	\$ 2,058,253	\$ 2,182,738	\$ 2,274,123	\$ 2,391,239	\$ 2,454,518	\$ 2,519,461	\$ 2,586,120	\$ 2,654,537
5 Weighted Average Rate Increase	N/A	5.46%	5.18%	4.93%	5.00%	5.00%	5.00%	2.50%	2.50%	2.50%	2.50%
6 Additional Rate Revenue From Rate Increase	-	101,101	101,247	101,392	108,137	113,706	59,781	61,363	62,987	64,653	66,383
7 <b>Equals: Total Operating Revenue</b>	<b>\$ 1,847,497</b>	<b>\$ 1,951,256</b>	<b>\$ 2,055,305</b>	<b>\$ 2,159,645</b>	<b>\$ 2,270,875</b>	<b>\$ 2,387,829</b>	<b>\$ 2,451,020</b>	<b>\$ 2,515,878</b>	<b>\$ 2,582,448</b>	<b>\$ 2,650,773</b>	<b>\$ 2,720,901</b>
<b>8 Less: Operating Expenses</b>											
9 Personal Services	\$ (813,009)	\$ (650,830)	\$ (738,059)	\$ (764,847)	\$ (795,036)	\$ (892,035)	\$ (927,913)	\$ (865,598)	\$ (1,005,197)	\$ (1,046,837)	\$ (1,090,644)
10 Operations & Maintenance	(472,032)	(664,296)	(681,398)	(699,042)	(717,246)	(752,277)	(766,928)	(786,935)	(807,586)	(828,904)	(849,751)
11 <b>Equals: Net Operating Income</b>	<b>\$ 762,456</b>	<b>\$ 636,130</b>	<b>\$ 637,848</b>	<b>\$ 695,756</b>	<b>\$ 758,593</b>	<b>\$ 743,517</b>	<b>\$ 756,179</b>	<b>\$ 763,348</b>	<b>\$ 769,665</b>	<b>\$ 775,032</b>	<b>\$ 760,506</b>
12 Interest Income	\$ 500	\$ 1,358	\$ 10,300	\$ 8,489	\$ 5,887	\$ 5,872	\$ 7,511	\$ 10,249	\$ 14,030	\$ 17,595	\$ 18,804
13 <b>Equals: Net Income Available For Debt Service</b>	<b>\$ 762,956</b>	<b>\$ 637,488</b>	<b>\$ 648,149</b>	<b>\$ 704,244</b>	<b>\$ 764,481</b>	<b>\$ 749,389</b>	<b>\$ 763,691</b>	<b>\$ 773,597</b>	<b>\$ 783,696</b>	<b>\$ 792,628</b>	<b>\$ 779,370</b>
<b>14 Cash Flow Test</b>											
15 Net Income Available For Debt Service	\$ 762,956	\$ 637,488	\$ 648,149	\$ 704,244	\$ 764,481	\$ 749,389	\$ 763,691	\$ 773,597	\$ 783,696	\$ 792,628	\$ 779,370
16 Less: Non-Operating Expenditures											
17 Net Interfund Transfers (In - Out)	(148,718)	(158,839)	(160,555)	(164,569)	(168,683)	(172,900)	(177,223)	(181,653)	(186,195)	(190,849)	(195,621)
18 Capital Outlay	(136,000)	-	(200,000)	(100,000)	(200,000)	(100,000)	(200,000)	(100,000)	(200,000)	(100,000)	(200,000)
19 <b>Net Cash Flow</b>	<b>\$ 478,238</b>	<b>\$ 480,849</b>	<b>\$ 287,594</b>	<b>\$ 439,675</b>	<b>\$ 395,798</b>	<b>\$ 476,488</b>	<b>\$ 386,468</b>	<b>\$ 491,944</b>	<b>\$ 397,501</b>	<b>\$ 501,778</b>	<b>\$ 383,749</b>
<b>20 Unrestricted Reserve Fund Test</b>											
21 Balance At Beginning Of Fiscal Year	\$ 550,492	\$ 1,028,730	\$ 897,714	\$ 675,661	\$ 456,139	\$ 328,859	\$ 454,062	\$ 547,445	\$ 819,117	\$ 1,051,562	\$ 1,294,472
22 Cash Flow Surplus/(Deficit)	478,238	480,849	287,594	439,675	395,798	476,488	386,468	491,944	397,501	501,778	383,749
23 Projects Designated To Be Paid With Cash	-	(811,885)	(309,846)	(659,167)	(523,078)	(351,285)	(293,085)	(220,273)	(165,056)	(258,888)	(467,530)
24 <b>Balance At End Of Fiscal Year</b>	<b>\$ 1,028,730</b>	<b>\$ 697,714</b>	<b>\$ 675,661</b>	<b>\$ 456,139</b>	<b>\$ 328,859</b>	<b>\$ 454,062</b>	<b>\$ 547,445</b>	<b>\$ 819,117</b>	<b>\$ 1,051,562</b>	<b>\$ 1,294,472</b>	<b>\$ 1,220,691</b>
25 Minimum Working Capital Reserve Target	308,440	328,781	354,364	385,972	378,070	411,078	423,710	438,133	453,196	468,935	480,099
26 <b>Excess/(Deficiency) Of Working Capital To Target</b>	<b>\$ 720,290</b>	<b>\$ 368,932</b>	<b>\$ 321,297</b>	<b>\$ 90,167</b>	<b>\$ (49,212)</b>	<b>\$ 42,984</b>	<b>\$ 123,735</b>	<b>\$ 380,984</b>	<b>\$ 598,366</b>	<b>\$ 825,537</b>	<b>\$ 730,593</b>



<b>Capital Project Funding Summary</b>											<b>Schedule 9</b>
<b>Final Capital Projects Funding Sources</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>	<b>FY 2031</b>	<b>FY 2032</b>
SWFWMD Grant Proceeds	-	642,708	276,286	-	41,857	86,501	255,525	181,573	125,216	112,572	-
Projects Designated To Be Paid With Cash	-	811,865	309,646	659,197	523,078	351,265	293,085	220,273	165,056	258,868	457,530
<b>Total Projects Paid</b>	<b>\$ -</b>	<b>\$ 1,454,573</b>	<b>\$ 585,932</b>	<b>\$ 659,197</b>	<b>\$ 564,935</b>	<b>\$ 437,766</b>	<b>\$ 548,610</b>	<b>\$ 401,845</b>	<b>\$ 290,273</b>	<b>\$ 371,440</b>	<b>\$ 457,530</b>

**Funding Summary by Fund**

Schedule 10

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
<b>SWFWMD Grant Proceeds</b>											
Balance At Beginning Of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	-	642,708	276,286	-	41,857	86,501	255,525	181,573	125,216	112,572	-
Total Amount Available For Projects	\$ -	\$ 642,708	\$ 276,286	\$ -	\$ 41,857	\$ 86,501	\$ 255,525	\$ 181,573	\$ 125,216	\$ 112,572	\$ -
Amount Paid For Projects	-	(642,708)	(276,286)	-	(41,857)	(86,501)	(255,525)	(181,573)	(125,216)	(112,572)	-
Balance At End Of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revenue Fund</b>											
Balance At Beginning Of Fiscal Year	\$ 550,492	\$ 1,028,730	\$ 697,714	\$ 675,661	\$ 456,139	\$ 328,859	\$ 454,062	\$ 547,445	\$ 819,117	\$ 1,051,562	\$ 1,294,472
Net Cash Flow	478,238	480,849	287,504	439,675	(127,281)	476,488	386,468	491,944	397,501	501,778	383,749
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,028,730	\$ 1,509,579	\$ 985,307	\$ 1,115,337	\$ 328,859	\$ 805,347	\$ 840,530	\$ 1,039,389	\$ 1,216,618	\$ 1,553,340	\$ 1,678,221
Less: Restricted Funds	(308,440)	(328,781)	(354,364)	(365,972)	(328,859)	(411,078)	(423,710)	(438,133)	(453,196)	(468,935)	(490,099)
Total Amount Available For Projects	\$ 720,290	\$ 1,180,798	\$ 630,943	\$ 749,364	\$ -	\$ 394,269	\$ 416,820	\$ 601,257	\$ 763,422	\$ 1,084,404	\$ 1,188,122
Amount Paid For Projects	-	(811,865)	(309,646)	(659,197)	-	(351,285)	(293,085)	(220,273)	(165,056)	(258,868)	(457,530)
Subtotal	\$ 720,290	\$ 368,932	\$ 321,297	\$ 90,167	\$ -	\$ 42,984	\$ 123,735	\$ 380,984	\$ 598,366	\$ 825,537	\$ 730,593
Add Back: Restricted Funds	308,440	328,781	354,364	365,972	328,859	411,078	423,710	438,133	453,196	468,935	490,099
Plus: Interest Earnings	500	1,358	10,300	8,489	5,887	5,872	7,511	10,249	14,030	17,565	18,864
Less: Interest Allocated To Cash Flow	(500)	(1,358)	(10,300)	(8,489)	(5,887)	(5,872)	(7,511)	(10,249)	(14,030)	(17,565)	(18,864)
Balance At End Of Fiscal Year	\$ 1,028,730	\$ 697,714	\$ 675,661	\$ 456,139	\$ 328,859	\$ 454,062	\$ 547,445	\$ 819,117	\$ 1,051,562	\$ 1,294,472	\$ 1,220,691



## Project Administration Department

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

### Memorandum

**Date:** September 27, 2022  
**To:** Mark LeCouris, City Manager  
**From:** Bob Robertson, P.E., Project Administration Department Director  
**Subject:** Projects Update

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At your request I will present an update on City projects at the September 27, 2022, Regular Session of the Board of Commissioners. The discussion will highlight some of the projects listed in the attached project status report that are currently being managed or monitored by the Project Administration Department.



**Project Status Summary**  
Project Administration Department

**Last Updated**  
**September 19, 2022**

**High-Interest Projects**

Index ID	Project Name and Description	Status			Current Status
		Design % Complete	Construction % Complete	Est. Final Completion Date	
1	<b>Anclote River Dredge (Federal Phase 1 - Inner Cuts)</b> Federal project for maintenance dredging of Anclote River ("Inner Cuts" between US19A and Gulf)	100%	8%	Early 2023 for dredge work, Summer 2023 for restoration	City staff meeting with USACE and contractor weekly. Clearing and grubbing nearly complete. Pipe work nearly complete from DMMA along Anclote Rd. Berm construction nearly complete. Dredge equipment mobilization expected in late October
2	<b>Anclote River Dredge Extended Turning Basin (XTB)</b> City project for dredging of extended turning basin north of City Marina	100%	0%	Early 2023 for dredge work, Summer 2023 for restoration	State has approved \$724,753 funding. Final contract for BOC approval received 9/28. Project work pending spoils site construction and completion of Federal dredge
3	<b>Anclote River Dredge (Federal Phase 2 - Outer Cuts)</b> Federal project for maintenance dredging of Anclote River Outer Cuts near Anclote Key	0%	0%	Work expected to start in 2024	Federal Infrastructure Funding bill has provided up to \$5M to the US Army for dredging of the Outer Cuts of the Anclote River Federal Channel. This was announced Jan 19, 2022. Funding can be used for Outer Cuts and USACE is preparing to begin the process. Preliminary bathymetric survey completed June 2022, additional survey pending
4	<b>Pent/Grosse Stormwater Project</b> Major Stormwater improvement project in the Pent St and Grosse Ave Area	100%	42%	Unknown	Contractor has vacated the project site - City has filed a claim against the contractor's insurance (bond), contractor's surety has acknowledged the claim, working on action plan now, documentation submitted to surety and under review by surety's contracted consultant to develop recovery plan. Temporary asphalt (City-funded) was installed week of 8/8. Surety has issued RFP to potential contractors and hosted a pre-construction meeting
5	<b>Orange Street Improvements</b> Improvements on Orange Street, including re-bricking.	35%	0%	Design Started April 2022	Design underway with consideration of parking and crosswalk re-configurations and upgrades as options. 40% tech memo has been received, reviewed by staff, design proceeding to 40% deliverable in mid-oct
6	<b>City Hall Clerk's Office Replacement</b> Construction of new Clerk's Office building on City Hall Campus	100%	0%	Estimated Final Completion Dec 2023	Construction project awarded. Executed contract documents received from contractor. Pre-construction meeting was held August 18, with Notice to Proceed and project commencement expected by late September. Contractor developing a site utilization plan to help with access, parking, etc.
7	<b>Tarpon Ave Between Huey and US-19</b> Roadway safety and intersection improvements in the corridor between Huey and US19	100%	0%	Estimated Final Completion Spring 2023	Construction starting late Sept. MOT plan received and approved
8	<b>Seabreeze Drive Sewer Project</b> new sewer project to add sanitary sewer lines to the Seabreeze Drive neighborhood	100%	66%	Estimated construction completion end of 2022 or early 2023	Construction ongoing. Partial repaving (roughly 40% of the roadway) is completed - includes eastern half and the cul-de-sac. Additional 800 feet of paving planned in late Sept (estimated)





**Project Status Summary**  
Project Administration Department

**Last Updated**  
**September 19, 2022**

		<b>Other Important Projects</b>			
<i>Index ID</i>	<i>Project Name and Description</i>	<i>Status</i>			<i>Current Status</i>
		<i>Design % Complete</i>	<i>Construction % Complete</i>	<i>Est. Final Completion Date</i>	
9	<b><u>Beckett Bridge Utility Relocation</u></b> Pinellas County project - reconstruction of Beckett Bridge	90%	0%	Est. construction start Late 2023	Design efforts ongoing. JPA pending for stormwater portion. City will contract the utility relocations for the bridge independently of the County contracts (no JPA). Easement agreement approved with Yacht Club, BOC approved on 4/26. Working on easement with a homeowner. County has begun temporary easement negotiations with homeowners. Staff coordinating regularly with County. County proposing to seek grant funding for County bridge costs and City utility costs
10	<b><u>Safe Routes to School (Various Locations)</u></b> Ongoing effort to maintain and improve safe pedestrian routes in the vicinity of Tarpon Springs Schools.	N/A	N/A	Ongoing Effort	Project Admin and Police Dept. coordinate frequently on addressing pedestrian safety needs City-wide
11	<b><u>Anclote Road (Pinellas County Project)</u></b> Pinellas County project for upgrades of Anclote Road for safety and stormwater upgrades.	0%	0%	Ongoing	Bob R. participating on County design review team. County preparing for public input requests, City to assist
12	<b><u>Library Renovations</u></b> Internal upgrades and renovations to the Library.	50%	25%	TBD	PAD met with Library staff and Hoffman Architects 5/26 to discuss next steps and update the 2017 cost estimates for grant application. Library staff conducting public survey on potential library upgrades. Library staff submitted for State grants (June 2021), no grants were initially awarded, however BOC approved re-applying for grant again.
13	<b><u>Lemon and Shaddock Street Reconstruction</u></b> Design and construction of Lemon St. between Bath St. and Bay St. AND Shaddock St. between S. Spring and Lemon St.	90%	0%	Construction bids by late 2022, completed by Spring 2023	City staff met with engineer to discuss stormwater options. City staff reviewed engineer's analysis of SW options, BOC approved all-brick option with new stormwater drainage system. Design work proceeding, expected to go to bid by Oct. 2022. Construction cost estimate is very high (\$1.1M)
14	<b><u>City-Wide Seawall Master Plan</u></b> Assessment and evaluation of City-maintained seawalls	100%	N/A	Master Plan is Complete	Applied for funding for entire program through DEO GIP grant (\$10.5M), Cardno assisting. Public input from Connect Tarpon Springs received.
15	<b><u>Roosevelt Blvd Seawall</u></b> Repair/Replace City seawall at the end of Roosevelt Blvd.	100%	2%	Estimate Completion December 2022	Contract awarded to Midcoast Construction, awaiting final County approval then will issue full NTP, mangrove mitigation plan has been approved. Limited NTP issued which allows contractor to order materials while we await final permit. Select shop drawings have been submitted and approved. Awaiting final permit and mitigation resolution
16	<b><u>Yard Waste Scale House Relocation</u></b> Design of new yard waste scale house facility and relocation of scale	100%	22%	December 2022	Construction underway. Contractor started on Meres landscaping and irrigation; sidewalk and church fencing nearly complete. Office floor plan approved, fabrication underway for this long lead time component. Crosswalks have been completed.
17	<b><u>Mango Street Segment B Phase 2</u></b> Upgrades to Mango Street roadway and drainage between Azalea Dr. and US19	80%	0%	Est. Design complete Nov 2022	Roadway widened in-house by about 2-feet to match with Phase 1 work (Disston to Azalea). Estimated construction bid advertisement Fall 2022. Design in progress. State approved \$925k for construction.



**Project Status Summary**  
Project Administration Department

**Last Updated**  
**September 19, 2022**

**Other Important Projects**

Index ID	Project Name and Description	Status			Current Status
		Design % Complete	Construction % Complete	Est. Final Completion Date	
18	<b><u>Sponge Docks Gateway Sign</u></b> New overhead entrance sign feature for the Sponge Docks	3%	0%	TBD	Staff and Public Art Committee have completed customer/resident survey to get ideas and suggestions to include in the design. Several sketches have been created for further discussion and public input based on survey results presented to BOC for discussion on 1/12/2021. BOC direction was to proceed with design/build RFQ to consider multiple options for public comment and review. Two bids rec'd, evaluation committee (Procurement Dept.) provided award recommendation to BOC June 22, rejected by BOC, staff directed to research procurement alternatives and public input via town hall or other forums.
19	<b><u>Whitcomb Bayou Area Improvements</u></b> Review of design alternatives for potential sea level rise and flooding abatement along Whitcomb Bayou area	25%	0%	Initial Study completed Aug 2022, Construction start by 2024	BOC-directed initiative, BOC approved proceeding with preliminary design and planning stages to include extensive public input. Planning effort also includes analysis of grant funding opportunities and options. Received four preliminary options presented to Sustainability Committee on Feb 17 and 6/16. status update was presented to BOC on 3/8, public input meeting held on April 27, Public Input on Connect Tarpon Springs. Presented options to BOC on August 9, approved hybrid option for grant applications. Phase 2 scope under development. Plan is to apply for BRIC grant funding in two phases: Phase 1 is for design and permitting and Phase 2 is for construction.
20	<b><u>South Spring MLK Intersection Improvements</u></b> Design and construction of drainage and roadway improvements at intersection.	65%	0%	Design completion by Nov 2022. Const. Schedule depends on State Funding	Design scope approved and underway, working with Whitcomb Study engineering team to synergize both projects. Public input meeting on April 27, well-attended. Public input on Connect Tarpon Springs. Presented to BOC on 8/9, BOC approved 4-way stop option, design continuing.
21	<b><u>Sponge Docks Flooding Abatement Project (Piping and Vault Pumping Station)</u></b> Upgrade of Sponge Docks drainage basin infrastructure and new SW pumping station	30%	0%	Fall 2023	State approved \$1.7M funding for construction. Design engineering underway. Revised cost is \$3.5M, ARPA funding pending. Public meeting held 8/9. Additional public input pending. Field evaluation indicates that the seawall in this area has good structural integrity. Seeking additional grant funding from SWFWMD. Printed flyer distribution inviting public comment to be distributed by week of 9/19, Connect Tarpon Springs portal also to be activated
22	<b><u>Elfers Spur Pinellas Trail Connector</u></b> Construction of new connector between Pinellas Trail	100%	0%	Summer 2023	FDEP Recreational Trails Program Grant has been awarded to the City (\$376K), funding not yet available. NEPA documentation will be required, Cardno assisting, will require additional engineering work hours that were not originally scoped. Eagle has relocated to a new nest closer to the trail. USFWS has approved a trail diversion around the nest tree. FDOT has requested alternate design for pedestrian crossing - additional design costs pending. FDEP has sent Grant Agreement to the City, scheduled for 9/27 BOC approval
23	<b><u>Highland Nature Park - Fitness/Walking Trails</u></b> Park Upgrades	60%	65%	Ongoing	Internal project. Trail maintenance is ongoing. Discussion of further improvements needed. This is to include landscape improvements at the entrance island, along the entrance sidewalks, and the surrounding areas, parking lots improvements, adding an additional picnic table and painting curbing yellow. Redefine area where existing picnic table is located and tree trimming.



**Project Status Summary**  
Project Administration Department

**Last Updated**  
**September 19, 2022**

**In-House Projects**

Index ID	Project Name and Description	Status			Current Status
		Design % Complete	Construction % Complete	Est. Final Completion Date	
24	<u>Water Conservation Grant</u> Low-flow toilet rebate program	100%	N/A	Ongoing	Phase 3 continuing until 3/1/23
25	<u>City Building Condition Assessment</u> Assessment of City buildings conditions	50%	----	Ongoing	Inspections by Public Works, PAD, and respective City facility department personnel ongoing.
26	<u>Pinellas Avenue Beautification (Private Properties)</u> Tree plantings along Pinellas Avenue between Orange St. and Dodecanese Blvd.	100%	80%	Ongoing	Public Works is taking the lead on acquiring Right of Entry agreements and contacting property owners. St. Nicholas Center has stated interest in new plantings. Precious Heirloom Dolls & Pappas Parking Lot have received landscape improvements and are 100% complete
27	<u>Pinellas Avenue Beautification (FDOT Right of Way)</u> Tree plantings along Pinellas Avenue between Orange St. and Dodecanese Blvd.	0%	0%	TBD	Awaiting future plan and budgeting. Plan must be coordinated and approved by FDOT. FDOT and CTS PW's discussed constraints (Dec 2021 and Aug 2022) with other ideas for improvements. FDOT is attempting to locate more information for CTS such as the original Crape Myrtle install agreement (approx.. 2010-2011).
28	<u>CRA Entry Rail Arm</u> New overhead entrance sign feature for CRA Area (Railroad theme)	30%	0%	TBD	BOC approved conceptual design of new decorative, overhead entrance feature using a railroad arm thematic design. BOC discussed at 3/8 CRA (BOC) meeting, staff proceeding with semaphore replacement. Staff researching options, met with specialist. Will also need to be removed to be painted or powder coated, cost range is \$10k to \$25k - to be discussed at 9/27 BOC meeting
29	<u>Additional City Building/Park Signage</u> Project to Repair or Replace Facility Signs	0%	0%	Limited Work Underway	New Item, Description Pending. (Project to address signage at City Hall, Sunset Beach, Craig Park, Discovery Fields, Sisler Field, Dorsett Park, and perhaps others). Repairs on some signs planned, City Hall sign replacement in design

**Newly Added/Modified Projects**

Index ID	Project Name and Description	Status			Current Status
		Design % Complete	Construction % Complete	Est. Final Completion Date	
30	<u>Alt-19 Bulb-Out Removal</u> New Item, Description Pending	0%	0%	TBD	Working with FDOT. Project is ongoing. (see Pinellas Avenue Beautification (FDOT Right of Way item above)
31	<u>Anclote Bathymetric Survey &amp; Nav Chart</u> To comply with City Charter, new bathymetric survey and creating of local navigation chart	n/a	99%	TBD	Survey authorized in March, work has commenced. Draft survey and chart received was presented to BOC 9/14. Staff to prepare work plan based on BOC Direction - revised version to be prepared
32	<u>Disston/Belcher Corridor Analysis (Phase II)</u> Complete Streets Concept Planning	100%	N/A	TBD	The final report was presented to and accepted by the Board of Commissioners at their May 24, 2022 meeting.



**Project Status Summary**  
Project Administration Department

**Last Updated**  
**September 19, 2022**

**Newly Added/Modified Projects**

Index ID	Project Name and Description	Status			Current Status
		Design % Complete	Construction % Complete	Est. Final Completion Date	
33	<b>Cycadia Cemetery Mausoleum Roof</b> Repair and Replace Roof of Existing Mausoleum	100%	0%	Design complete, construction schedule pending	Project was bid several times but no qualified bids received. Staff researching options for negotiations with interested contractor(s) in accordance with City Charter. An interested contractor prepared a cost proposal for the structural and roof work, currently in negotiation
34	<b>Jitney Garage</b> Build garage behind train station to house Jitney	50%	0%	Early 2023	Working with Ed Hoffman Architect who is providing pro bono architectural services. City is preparing to provide ancillary Civil Engineering work (survey, drainage, utilities) in support of the project. Engineering scope development complete. Project approved by HPB on 5/2, to be discussed at 6/14 BOC meeting. Staff exploring value engineering options, met with engineers week of 9/6, to be discussed at 9/27 BOC
35	<b>CAD &amp; RMS System</b> Computer Aided Dispatch & Records Management System	N/A	N/A	TBD	Hexagon has been selected as the vendor to provide CAD/RMS for PRIME, PRIME ILA approved by BOC and signed by the Mayor on 5-10-2022.
36	<b>Future Raw Water Wells</b> New Water Supply Wells for the Reverse Osmosis Water Facility	60%	0%	TBD	The project for the blending pipeline has an engineer estimated \$3,970,000 cost and so far the funding from the Water Distribution and ROWF plant is up to \$1,800,000 + Sewer collections (unknown).
37	<b>Solar Energy Improvements, Phase 2</b> Expansion of Existing Solar Energy System at the Reverse Osmosis Water Facility	100%	0%	Est. Spring 2023	Solar went to BOC on 9/14 & was approved.
38	<b>Sewer Lift Station Rehab</b> Rehab/Construction of Existing Major Lift Station (Lime & Huey)	75%	0%	TBD	Lime and Huey Lift station rehab is currently under evaluation by procurement. The project could possibly be performed under the Pinellas county construction contract.
39	<b>Jasmine Sidewalk, Phase 1</b> Sidewalk Construction on Jasmine Between New Cemetery and Sports Complex	20%	0%	Design Complete by Spring 2023	Design starting for Phase 1 and 2. Note that Phase 3 is the segment between Cypress Street and Melon Street and is included in land developer's plans. Sidewalk has potential wetland impacts, requiring permitting (estimated 6 months). Environmental assessment indicates no impacts to threatened or endangered species. Alternatives Analysis due by 9/30
40	<b>Jasmine Sidewalk, Phase 2</b> Sidewalk construction on Jasmine Between Sports Complex and Cypress Street (N. of Rose Cemetery)	20%	0%	Design Complete by Spring 2023	Design starting for Phase 1 and 2. Note that Phase 3 is the segment between Cypress Street and Melon Street and is included in land developer's plans. Sidewalk has potential wetland impacts, requiring permitting (estimated 6 months). Environmental assessment indicates no impacts to threatened or endangered species. Alternatives Analysis due by 9/30
41	<b>Craig Park Seawall Replacement</b> Grant-funded complete replacement and raising of Craig Park seawall and sidewalk	0%	0%	Schedule Pending Grant Approval	Applied for Community Funding federal budget appropriation through US Representative Gus Bilirakis. Announcement Schedule unknown, possible grant value of \$2M (total project cost is \$5.2M)
42	<b>Sunset Beach ADA Access Mats</b> Installation of ADA Beach Access Mats	100%	0%	Installation pending permit approval	Working on permits for installation with Northside Engineering (engineering consultant working pro bono), Completed plan submitted to FDEP for ERP permit exemption. City received SWFWMD permit exemption. Purchase of mats approved, waiting on delivery, installation by city staff to follow.





## Project Administration Department

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

### Memorandum

**Date:** October 11, 2022

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

**Through:** Mark LeCouris, City Manager

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

**Subject:** Approve FDEP Standard Grant Agreement Amendment – Funding for Mango Street Safety and Drainage Improvements Construction

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#### Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Environmental Protection through which the State will provide funding up to \$952,000 for construction of the subject project.

#### Summary

Through the proposed agreement, the State of Florida agrees to partner with the City to fund the construction of the subject project. This agreement provides \$925,000 of funding for construction. The City match is being provided by self-funding of the design effort plus any additional funds that may be required for construction (the project is not yet out to bid).

Grant proceeds will be paid to the City on a reimbursement basis after payments have been made by the City to the contractor that is eventually selected for construction.

The agreement document is attached.

The City Attorney has reviewed this agreement.



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

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

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

**GRANTEE**

Grantee Name

By

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name and Title of Person Signing

Additional signatures attached on separate page.

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## DWRA Additional Signatures

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Kayla Brunson, DEP Grant Manager

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Zach Easton, DEP QC Reviewer



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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

#### **4. Deliverables.**

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

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

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

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

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

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

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

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

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

## **8. Payment.**

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

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

## 10. Status Reports.

### Attachment 1



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

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

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

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

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

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

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

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

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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

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

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

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

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

**17. Force Majeure.**

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

**18. Indemnification.**

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

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

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

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

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



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

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

### **24. Scrutinized Companies.**

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

### **25. Lobbying and Integrity.**

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

### **26. Record Keeping.**

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

### **27. Audits.**

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

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

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

**29. Independent Contractor.**

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

**30. Subcontracting.**

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

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

**31. Guarantee of Parent Company.**

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

**32. Survival.**

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

**33. Third Parties.**

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

**34. Severability.**

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

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

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

**36. Assignment.**

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

**37. Compensation Report.**

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

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

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

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



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0394**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Tarpon Springs Mango Street Safety and Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

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

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

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

**8. Insurance Requirements**

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

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

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

**12. State-owned Land.**

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

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

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

**14. Additional Terms.**

None.

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Tarpon Springs Mango Street Safety and Drainage Improvements

**PROJECT LOCATION:** The Project will be located in the City of Tarpon Springs within Pinellas County; Lat/Long (28.1376, -82.7430).

**PROJECT BACKGROUND:** The Project will include stormwater and roadway improvements to Mango Street in Tarpon Springs. The existing roadway does not provide stormwater attenuation or treatment, and will soon become a major connector and emergency evacuation route between US-19 and US-19 Alternate in northern Pinellas County. The improvements will increase the stormwater drainage capacity, reduce flooding impacts, and improve roadway safety along Mango Street.

**PROJECT DESCRIPTION:** The City of Tarpon Springs (Grantee) will construct stormwater and roadway improvements along Mango Street in Tarpon Springs. The roadway improvements will include widening the roadway and implementing pedestrian safety improvements, such as sidewalks and bike lanes.

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

**Task 1: Construction**

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

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

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

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

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

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Construction	Contractual Services	\$925,000	07/01/2022	06/30/2024
Total:			\$925,000		

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

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



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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

**Attachment 5**

## **PART II: STATE FUNDED**

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

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

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

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

By Mail:

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

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

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

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

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

**Attachment 5**

3 of 6

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

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

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



**EXHIBIT – 1**

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Restoration and Wastewater Projects - LI 1665A	\$925,000	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$925,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

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

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0394
<b>Project Title:</b>	Tarpon Springs Mango Street Safety and Drainage Improvements
<b>Grantee Name:</b>	City of Tarpon Springs
<b>Grantee's Grant Manager:</b>	
<b>Reporting Period:</b>	Select reporting period. Select year.

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

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

**Task 1: Construction**

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

**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

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

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

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

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

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

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

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

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

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





## Project Administration Department

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

### Memorandum

**Date:** October 25, 2022  
**To:** Mayor, and Board of Commissioners  
**Through:** Mark LeCouris, City Manager  
**From:** Bob Robertson, Project Administration Department Director *BRB*  
**Subject:** Approve FDEP Standard Grant Agreement Amendment - Funding for MLK/South Spring Blvd. Flooding Abatement & Intersection Safety Improvements (Construction).

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#### Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Environmental Protection through which the State will provide funding up to \$673,619 for construction of the subject project.

#### Summary

Through the proposed agreement, the State of Florida agrees to partner with the City to fund the construction of the subject project. This agreement provides \$673,219 of funding for construction. The City match is being provided by self-funding of the design effort plus any additional funds that may be required for construction (the project is not yet out to bid).

Grant proceeds will be paid to the City on a reimbursement basis after payments have been made by the City to the contractor that is eventually selected for construction.

The agreement document is attached.

The City Attorney has reviewed this agreement.

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

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

1. Project Title (Project): \_\_\_\_\_ Agreement Number: \_\_\_\_\_

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

Grantee Name: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Grantee Address: \_\_\_\_\_ FEID: \_\_\_\_\_ (Grantee)

3. Agreement Begin Date: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

4. Project Number: \_\_\_\_\_ Project Location(s): \_\_\_\_\_  
(If different from Agreement Number)

Project Description: \_\_\_\_\_

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: \_\_\_\_\_

6. Department's Grant Manager Grantee's Grant Manager

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
or successor or successor

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

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

**GRANTEE**

Grantee Name

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

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

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

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Alexander Robson, DEP Grant Manager

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Mitch Holmes, DEP QC Reviewer

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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



#### **4. Deliverables.**

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

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

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

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

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

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

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

## **8. Payment.**

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

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

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

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

## Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

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

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

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

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

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

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

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

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

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

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

**14. Notice of Default.**

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

**15. Events of Default.**

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

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



- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

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

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

#### **17. Force Majeure.**

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

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

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

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

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

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

**24. Build America, Buy America Act (BABA).**

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

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

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

**25. Scrutinized Companies.**

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

**26. Lobbying and Integrity.**

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

**27. Record Keeping.**

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

## **28. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**29. Conflict of Interest.**

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

**30. Independent Contractor.**

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

**31. Subcontracting.**

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

**32. Guarantee of Parent Company.**

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

**33. Survival.**

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

**34. Third Parties.**

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

**35. Severability.**



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

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

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

**37. Assignment.**

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

**38. Compensation Report.**

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

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

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0395**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Tarpon Springs MLK/South Spring Blvd. Flooding Abatement & Intersection Safety Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

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

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

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.  
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

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

**12. State-owned Land.**

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

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

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

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

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

**15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Tarpon Springs MLK/South Spring Blvd. Flooding Abatement & Intersection Safety Improvements

**PROJECT LOCATION:** The Project will be located in the City of Tarpon Springs within Brevard County; Lat/Long (28.1413, -82.7624).

**PROJECT BACKGROUND:** The intersection of MLK Blvd. and South Spring Blvd. in Tarpon Springs has experienced increased flooding frequency due to sea level rise, presenting a hazard to vehicular and pedestrian traffic. This intersection is a primary route connecting the western and eastern segments of the City. The proposed project solution is to raise the intersection elevation and install new storm drains and stormwater check valves as well as additional signage and pedestrian safety improvements. The benefits of the project will include reduced or eliminated roadway flooding and enhanced public safety.

**PROJECT DESCRIPTION:** The City of Tarpon Springs (Grantee) will construct intersection upgrades at MLK Blvd. and South Spring Blvd. to mitigate sea level rise and frequent flooding by raising the intersection elevation and installing new storm drains and stormwater check valves. This will improve traffic flow, driver visibility, and pedestrian safety.

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

**Task 1: Construction**

**Deliverables:** The Grantee will construct intersection upgrades at MLK Blvd. and South Spring Blvd. to mitigate sea level rise and frequent flooding by raising the intersection elevation and installing new storm drains and stormwater check valves in accordance with the construction contract documents.

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

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

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

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

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Construction	Contractual Services	\$673,619	07/01/2022	12/31/2023
Total:			\$673,619		



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

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

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

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

**Attachment 5**

## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

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

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

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

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

**Attachment 5**

3 of 6

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

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

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



**EXHIBIT – 1**

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	FY22-23	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$673,619.00	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$673,619.00	

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

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

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

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0395
<b>Project Title:</b>	Tarpon Springs MLK/South Spring Blvd. Flooding Abatement & Intersection Safety Improvements
<b>Grantee Name:</b>	City of Tarpon Springs
<b>Grantee's Grant Manager:</b>	
<b>Reporting Period:</b>	Select reporting period. Select year.

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

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

**Task 1: Task Title**

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

**Task 2: Task Title**

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

**Task 3: Task Title**

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

**Task 4: Task Title**

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

**Task 5: Task Title**

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

**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

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

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

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

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

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

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

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

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

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





# *City of Tarpon Springs, Florida*

324 East Pine Street  
Post Office Box 5004  
Tarpon Springs, Florida 34689-5004  
(727) 938-3711  
Fax: (727) 937-8199  
[www.ctsfl.us](http://www.ctsfl.us)

**October 20, 2022**

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

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

**Subject: Direction on Additional ARPA Funding**

**Recommendation:**

This Agenda item is to discuss and receive direction on additional ARPA spending.

The first item to be discussed is the request from the Tarpon Springs Chamber of Commerce for \$50,000 due to losses during Covid (see letter attached).

The second item is a request on cyber security, which has been updated in a memo attached as backup.

There is also an adjustment in the Spring Bayou Seawall project that will be covered by Bob Robertson's project update presentation prior to this agenda item.



Miscellaneous:				Non ARPA Funding Sources								
				PROPOSED ARPA	NON-ARPA FUNDING TOTAL	Approved Grants	Potential Grant Funding	CURRENT PENNY FY22	PENNY FY23	PENNY FY24	OTHER	OTHER FUND/SOURCE
<b>Citizen Initiatives/Other</b>												
Chamber of Commerce	\$ 50,000		\$ 50,000							50,000	TBD	
Pickle Ball Courts	\$ 100,000		\$ 100,000							100,000	TBD	
500 East Oakwood	\$ 475,000		\$ 475,000							475,000	TBD	
<b>Total Citizen Initiatives</b>	<b>\$ 625,000</b>											
<b>Land Purchases</b>												
	Appraisals											
Land Purchase - Ross Property	\$ 753,517	\$ 700,000	\$ 700,000							700,000	TBD	
Land Purchase - Cocoris Park	\$ 160,000	\$ 300,000	\$ 300,000							300,000	TBD	
Land Purchase - Stamas Property	\$ 3,250,000	\$ 3,200,000	\$ 3,200,000							3,200,000	TBD	
<b>Total Land Purchases</b>		<b>\$ 4,200,000</b>										
<b>Other Projects - Potential Grants and Funding Identified</b>												
<b>General Government</b>												
Hurricane Harden Community Center (windows, doors, bracing)	\$ 2,320,000		\$ 2,320,000		\$ 2,320,000							
<b>Water-Sewer</b>												
Septic to Sewer - South Florida Area Phase 1	\$ 3,000,000		\$ 3,000,000		\$ 1,500,000				\$ 1,500,000		Water-Sewer	
<b>Stormwater</b>												
River and Bayou Dredging	\$ 1,100,000		\$ 1,100,000					\$ 1,100,000				
Stormwater-Highland & Vista Pl.	\$ 1,198,939		\$ 1,198,939		\$ 1,198,939							
Stormwater-Disston Ave. & Center Street	\$ 1,094,734		\$ 1,094,734		\$ 1,094,734							
<b>Cultural</b>												
Library Improvements (\$1M project, \$500k grant not awarded) - Room additions, Meeting/ Children's/and Study Rooms, Carpet, Lobby	\$ 1,000,000		\$ 1,000,000		\$ 500,000				\$ 500,000		Impacts/Don	
<b>Total Other Projects</b>	<b>\$ 9,713,673</b>											
<b>TOTAL CITIZEN INITIATIVES, LAND PURCHASES, OTHER</b>	<b>\$ 14,538,673</b>	<b>\$ -</b>	<b>\$ 14,538,673</b>	<b>\$ -</b>	<b>\$ 6,613,673</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,100,000</b>	<b>\$ 6,825,000</b>			



# *City of Tarpon Springs, Florida*

324 E. PINE STREET  
P.O. BOX 5004  
TARPON SPRINGS, FLORIDA 34688-5004  
(727) 942-5612  
FAX (727) 942-5637

October 21, 2022

---

To: Mark G. LeCouris, City Manager  
From: Ron Harring, CPFO, CGFO, Finance Director  
Subject: Funding for Henry Ross Land Purchase

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Funding for Henry Ross Eastern Segment Land Purchase:

Land Preservation Fund	\$180,000
Stormwater Fund	\$148,000
ARPA	<u>\$400,000</u>
Total	<u>\$728,000</u>

**From:** Tarpon Springs Chamber Office <[president@tarponspringschamber.org](mailto:president@tarponspringschamber.org)>  
**Sent:** Friday, September 16, 2022 4:42 PM  
**To:** Mark LeCouris <[mlecouris@ctsfl.us](mailto:mlecouris@ctsfl.us)>  
**Cc:** Daniel Edgell <[dedgell@sandbararc.com](mailto:dedgell@sandbararc.com)>; Costa Vatikiotis <[cvatikiotis@ctsfl.us](mailto:cvatikiotis@ctsfl.us)>  
**Subject:** City's ARPA funds

**External Email**- Use caution with links and attachments

Mark:

As we discussed in your office just before my trip to Greece, the Tarpon Springs Chamber of Commerce is requesting \$50,000 from the City of Tarpon Springs American Rescue Plan Act (ARPA) funds for 2022.

The Chamber has been seriously impacted by COVID event cancellations during 2020 and 2021. The Fine Arts Festival on the Bayou which is our major fundraiser for the year was cancelled twice with a loss of \$100,000 each year. The Chamber's Thxgiving Arts & Crafts Festival was cancelled in 2020. Many businesses put their membership on hold for 2020 representing another loss in income.

As a 501(c)(6) the Chamber was not eligible for any of the City grants, County grants, or the multiple PPP grants. We were finally eligible for the final PPP which was 2 months of payroll amounting to about \$19,500. Not very much of a \$300,000 operating budget.

We have been able to absorb much of these losses through our reserves, but now are out of funds. Our forecasting for the balance of 2022 shows a \$50,000 loss. We will need to take out a loan to manage the balance of the year. Since this shortfall is directly related to COVID cancellations in our City, we are asking for \$50,000 from ARPA funds from the City's grant.

Thank you for taking this to the City Commission on our behalf.

Sincerely,

JEH  
*Jean Hungiville*  
President/CEO  
Tarpon Springs Chamber of Commerce  
1 N. Pinellas Ave., Tarpon Springs, FL 34689  
Phone: (727) 937.6109  
[www.TarponSpringsChamber.org](http://www.TarponSpringsChamber.org)





Paul Smith  
Public Services Director

## Public Services Department

### Memorandum

**Date:** October 19, 2022  
**To:** Mark LeCouris, City Manager  
**Through:** Paul Smith, Public Services Director  
Suzanne Linton, Information Technology Director  
**From:** R. Thomas Kiger, Public Services Assistant Director  
**Subject:** Recommended Expenditure of ARPA Funds to Reduce Cybersecurity Vulnerabilities for Critical Water and Wastewater Infrastructure.

#### Recommendation

Authorize the use of up to \$700,000 in ARPA funding to implement the recommendations of the 2021 Water and Wastewater Cybersecurity Audit.

#### Background

In fall 2021, the City of Tarpon Springs water and wastewater utilities conducted a cybersecurity audit, which was completed in November 2021. This audit evaluated the electrical and control systems of the water and wastewater utility and provided recommendations to improve cybersecurity for critical water and sewer infrastructure. Most of the items identified in the audit have been addressed with internal resources, but an estimated investment of \$1,400,000 is necessary to improve the cybersecurity posture for the water and wastewater utilities internal networks. Utility and IT staff propose to utilize up to \$700,000 of utility funding and \$700,000 of ARPA funding to implement the recommendations of the cybersecurity audit to enhance cybersecurity and reduce system vulnerabilities.

This scope of work will be competitively bid, and will include network design services, network improvements, procurement and installation of additional network hardware, and the development of updated cybersecurity policies for the water and wastewater utility. Funding will also be used to maximize cybersecurity as a part of normal utility operations. This will include a new contracted service for continuous, uninterrupted daily monitoring of the critical water and wastewater control networks and well as ongoing maintenance of the newly implemented network cybersecurity improvements.

The use of ARPA funding for these items will allow the IT Department and the water and wastewater utilities to implement all of the critical recommendations of the 2021 cybersecurity audit. The use of ARPA funds will allow this project to be implemented as expediently as

possible to mitigate ongoing and continual cybersecurity threats to the City. This project is timely and urgent considering a prevalence of cybersecurity threats faced by the City and considering recent network intrusions at the City of Oldsmar in 2021 and the City of Dunedin in October 2022.

The Board previously directed staff to investigate the availability of other grant funding opportunities. IT, Public Services, and Project Administration staff investigated current opportunities, but at this time, recently announced grant funding is not yet available, and would result in significant delays to the currently proposed cybersecurity improvements for the water and wastewater utilities. Pursuit of emerging grant funding for this scope of work would result in increased risk to the City over time due to these schedule delays. Staff specifically investigated the State and Local Cybersecurity Grant Program, which was approved by Congress in 2021, and announced as a funding opportunity in September 2022. At this time, this program will likely be administered directly by the states, and local governments are not yet eligible to apply for funding. These grants require states to create a cybersecurity planning committee and a cybersecurity plan. States also must conduct assessments and evaluations to set statewide priorities for the funding. This will take a significant amount of time, and result in delays to implementation of the City's current cybersecurity audit action items. The use of current ARPA funding for this project will not preclude the City from pursuing federal cybersecurity funds in the future, as the City is currently finalizing its utility Electrical and Cybersecurity Master Plan, which will identify additional ongoing investments in cybersecurity over the next several years that will likely be eligible for grant funding.

As such, staff propose the approval of \$700,000 in ARPA funding to proceed expediently with implementing the network improvements for the water and wastewater networks identified in the 2021 cybersecurity audit. This will be supplemented by an additional \$700,000 in water and wastewater funds and will greatly improve the security of critical water and wastewater infrastructure in an evolving threat environment and provide a path forward to maintain the security and reliability of critical water and wastewater control systems over time.



# *City of Tarpon Springs, Florida*

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Tarpon Springs, Florida 34689-5004  
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[www.ctsfl.us](http://www.ctsfl.us)

**October 20, 2022**

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

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

**Subject: Charter Amendments - Review and Approve Draft Ordinances**

**Recommendation:**

Renea Vincent, Planning and Zoning Director, will review two draft ordinances with the Board of Commissioners and receive their input and direction on proceeding with adoption for potential changes to the City Charter.

## 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 CHANGE THE ZONING POWERS FOR DEVELOPMENT OR REDEVELOPMENT PROJECTS ON PARCELS OF LAND LESS THAN ONE ACRE IN SIZE; 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 Mayor has recommended that the Charter be revised to change the zoning powers for development or redevelopment projects on parcels of land less than one acre in size.

**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 the board of commissioners on issues concerning land use and such other powers as may be provided by law. For development or redevelopment projects on parcels of land that are less than one acre in size the planning and zoning commission shall hear and decide applications for site plan approval and conditional use approval. The planning and zoning commission may instead, however, direct that such applications be heard and decided by the Board of Commissioners upon a simple majority vote of a quorum of the planning and zoning commission. An aggrieved party may appeal a decision of the

planning and zoning commission to the Board of Commissioners within 30 days of a decision by the planning and zoning commission.

**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.

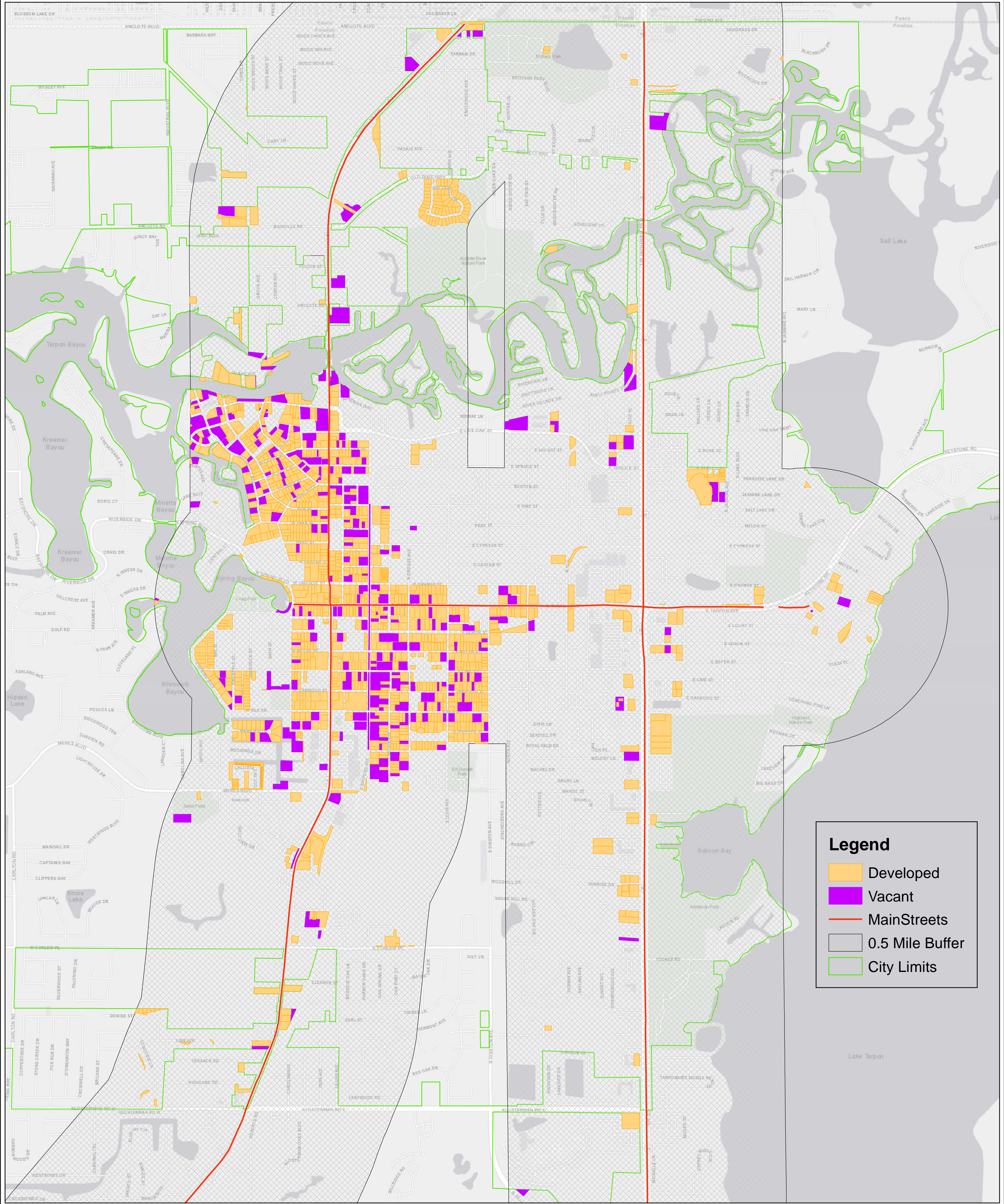
**SECTION 4.** The keeper of the Charter for the City of Tarpon Springs is directed to include this Ordinance in the Charter and may renumber and reclassify the same as may be required for inclusion in the Charter for the City of Tarpon Springs.

**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.**



# Tarpon Springs "Core Area" Parcels of One Acre or Less Excluding Predominantly Single Family Areas

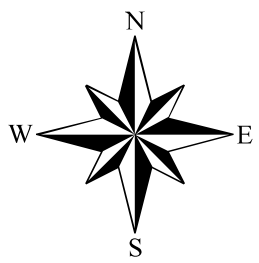
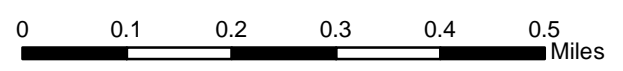


**Legend**

- Developed
- Vacant
- MainStreets
- 0.5 Mile Buffer
- City Limits



Date: 10/24/2022  
Created By: City of Tarpon Springs GIS





## **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 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.**



## MEMORANDUM

Date: October 21, 2022

From: Costa Vatikiotis, Mayor

To: Board of Commissioners

Subj: Authorize Review and Update of Ordinance 5-28 Manatee Protection

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The purpose of this item is to authorize the City staff to proceed with updating the subject ordinance. It's about 20 years old, and there have been changes concerning manatee protection over that timeframe. For one, the special exclusion zone for Spring Bayou commences November 15th. That date was predicated on the arrival of manatees to the area. However, last week, a resident posted a photograph (see below) of an injured manatee in Spring Bayou on Facebook. The injury was fresh and it was apparently caused by an outboard motor propeller. Also, there was a follow-up post reporting two more manatees that arrived in Spring Bayou for a total of three. As an aside, the authorities were reported to have been contacted concerning the injured manatee.

It appears that we have manatees arriving earlier than when the ordinance was first put in place. We can get a better idea on the time once the staff speaks to the Clearwater Aquarium and state agencies that are responsible for observing manatee migrations. There may be other changes that are needed or may be recommended by Federal and State regulatory agencies, as well. In any case, changing the date of the exclusion zone will not be as simple as an edit. It appears that some outside agency approval will be required to restrict access of boats on public waterways. Also, it may require a "no objection" from private property owners who own the riparian rights to Spring Bayou from the City's dock westerly toward Read and Canal Streets. The City does not have the right to restrict private property owners' access to their docks, nor do we. Nevertheless, we would probably still need their approval on any change. All these details will be worked out by the City staff prior to a proposed amended ordinance coming back to the Commission for its consideration.

Thank you.



**Tarpon Springs Community**



1d · Tarpon Springs, Florida · 🌐

Today's first manatee sighting for us of the season in the Bayou was bittersweet...this poor baby has been hit by a boat propeller and we could tell he did not feel well just bobbing around. Please consider getting a propeller guard if you are a local boater and even though motorized boats are still legally able to go into the Bayou until November this seems to be a safe harbor for injured ones frequently so might be kind to stay clear, thank you 🙏 — in Tarpon Springs, Florida.



👍 Like    💬 Comment    ➦ Send

🙏🙏🙏 [Profile] and 395 others

Top comments ▾



**Costa Vatikiotis**

Thank you for posting. Extremely unfortunate. Ordinance that set the exclusion zone for Spring Bayou is 20 years old. Manatee migration times change over time. Obviously, they can't read our ordinance. So, maybe it's time we accommodate the manatees and change the date to an earlier time.

(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.

1d Like Reply 28 🇺🇸❤️

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## § 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 [attached to Ordinance No. 2001-36] 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 section is found to be in conflict with any other City of Tarpon Springs ordinance regarding the same subject, the more restrictive ordinance shall apply.

(Ord. 2000-16, passed 5-2-00; Am. Ord. 2001-36, passed 3-26-02)

## MEMORANDUM

Date: October 24, 2022

From: Costa Vatikiotis, Mayor

To: Board of Commissioners

Subj: Consideration and Staff Authorization to Amend Ordinance 2-92.1 - FIRE PROTECTION IMPACT FEE SURCHARGE

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Let me take a page out of the Anclote Harbor Apartments developer attorney's playbook by stating that this decades-old ordinance needs updating. Because of recent changes to the State's impact fee statutes (see attached summary below) concerning "retroactive" and "calendar year" factors, I am bringing this request to you now as a precaution before the end of the year. The existing City ordinance (also attached) adds a surcharge to the fire impact fee for building heights of more than 35 ft. (There are other dimensional variables that trigger the ordinance as well.) The City's surcharge fee is related to the cost of the ladder truck which you may recall the City is in the process of purchasing a new one.

I find it humorous when developers are "helping" when they "work" with the City staff (or vice versa) to amend "decade old" ordinances in a way to benefit their project, but ignore updating other decades old ordinances that also apply to their project but where the changes may be a detriment. Although one aspect of the conditional use ordinance was changed to benefit the Anclote Harbor Apartments project, the part of the decades old code that allows the loophole for a conditional use instead of a land use amendment was left in place. (That will be discussed under a separate agenda item at this evening's meeting.)

The Fire Protection Impact Fee Surcharge (see below) in another one. It has not been updated for about 30 years. The current fee of \$148 per unit would be today about \$359 or about two and a half times the current amount based on a 3 percent increase per year compounded annually over the past 30 years. So, this agenda item is to authorize the staff to update the subject ordinance.

Unfortunately, the State changed the impact fee statute, FS 163.31801, in 2021 by limiting the amount that impact fees can be increased at one time. (The change is summarized below.) The most that can be increased now over a 4 year period is 50 percent. So, it will take about 8 years of 12.5 percent increases per year and the cost of an impact fee study every 4 years to justify the schedule of increases to catch up to where we should be roughly today.

I would have hoped that the staff at the time between 2017 and 2020 would have spent as much effort identifying and updating relevant ordinances to benefit the City as they did updating ordinances that would only benefit the developer. Roughly, the difference for the fire protection

surcharge would have been about an additional \$80,000 to the City for the 404 apartments, instead of about \$7,500 under the State's new constraints (based on a two year build-out.)

Thank you.



§ 2-92.1. - FIRE PROTECTION IMPACT FEE SURCHARGE.

There shall be a fire protection impact fee surcharge upon all structures having a building height of more than 35 feet, or both a length of more than 100 feet and a width of more than 100 feet. The fire protection impact fee surcharge for each residential dwelling unit in such structures shall be \$148.00 per unit. The fire protection impact fee surcharge for each nonresidential unit in such structures shall be \$0.163 per square foot of gross floor area. All revenues derived from such fire protection impact fee surcharge shall be placed in a special capital expansion trust account to be used for the exclusive purpose of acquisition of firefighting equipment designed to protect such structures and the occupants therein. "Building height" and "gross floor area" shall have the same definitions as set forth in Appendix A.

('80 Code, § 2-92.1) (Ord. 85-31, passed 8-20-85; Am. Ord. 86-01, passed 1-7-86; Am. Ord. 91-31, passed 10-1-91)

## Committee on Community Affairs

### **CS/CS/CS/HB 337 — Impact Fees**

by State Affairs Committee; Ways and Means Committee; Local Administration and Veterans Affairs Subcommittee; and Rep. DiCeglie and others (CS/CS/CS/SB 750 by Appropriations Committee; Finance and Tax Committee; Community Affairs Committee; and Senators Gruters and Perry)

Impact fees are fees imposed by counties, municipalities, and some special districts to fund local infrastructure needed to expand local services to meet the demands of population growth caused by development. An impact fee enacted by a county or municipal ordinance or special district resolution must meet certain minimum statutory criteria. The calculation of an impact fee must have a rational nexus both to the need for additional capital facilities and to the expenditures of funds collected and the benefits accruing to the new development construction.

The bill provides specific limitations on the amount by which a local government may increase its impact fees. The limitations operate retroactively to January 1, 2021, and are as follows:

- An impact fee increase of not more than 25 percent of the current rate must be implemented in two equal annual increments, beginning with the date on which the increased fee is adopted;
- An impact fee increase of between 25 and 50 percent of the current rate must be implemented in four equal installments;
- An impact fee increase may not exceed 50 percent of the current impact fee rate; and
- An impact fee may not be increased more than once every four years.

However, a local government may exceed these limitations if the local government completes a demonstrated-need study that justifies the increase and demonstrates the extraordinary circumstances, holds at least two publicly noticed workshops, and adopts the impact fee increase by at least a two-thirds vote.

The bill also makes the following changes to current impact fee law:

- Defines the terms “infrastructure” and “public facilities,” used throughout the impact fee statutes, in order to specify that impact fees may be utilized only for fixed capital expenditures or fixed capital outlays for major capital improvements;
- Prohibits a local government from increasing an impact fee retroactively for a previous or current fiscal or calendar year; and
- Requires special districts, in addition to local governments, to issue dollar-for-dollar impact fee credits for impacts on the same public facilities in exchange for other required contributions received (i.e., proportionate share agreement or other exactions).

Finally, the bill requires the chief financial officer of a local government, school district, or special district to attest annually by affidavit that, to the best of his or her knowledge, all impact fees were collected and expended in compliance with the spending period provision in the local ordinance or resolution, and that impact fee funds were used only to acquire, construct, or improve specific infrastructure needs.

If approved by the Governor, these provisions take effect upon becoming law.  
*Vote: Senate 28-12; House 94-23*

## The 2022 Florida Statutes

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[Title XI](#)  
COUNTY ORGANIZATION AND INTERGOVERNMENTAL  
RELATIONS

[Chapter 163](#)  
INTERGOVERNMENTAL  
PROGRAMS

[View Entire  
Chapter](#)

**163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—**

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. [1006.25](#), and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. [191.009\(4\)](#).

(b) “Public facilities” has the same meaning as in s. [163.3164](#) and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any

contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. [163.3180](#), s. [380.06](#), or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. [218.32](#) or its financial audit report required under s. [218.39](#) a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. [163.3180\(6\)\(h\)2.b.](#), the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. [420.9071](#). If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. [218.32](#), a local government, school district, or special district must report all of the following information on all impact fees charged:



(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

**History.**—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

# **TIME WARP GARAGE, LLC– CONDITIONAL USE #22-92**

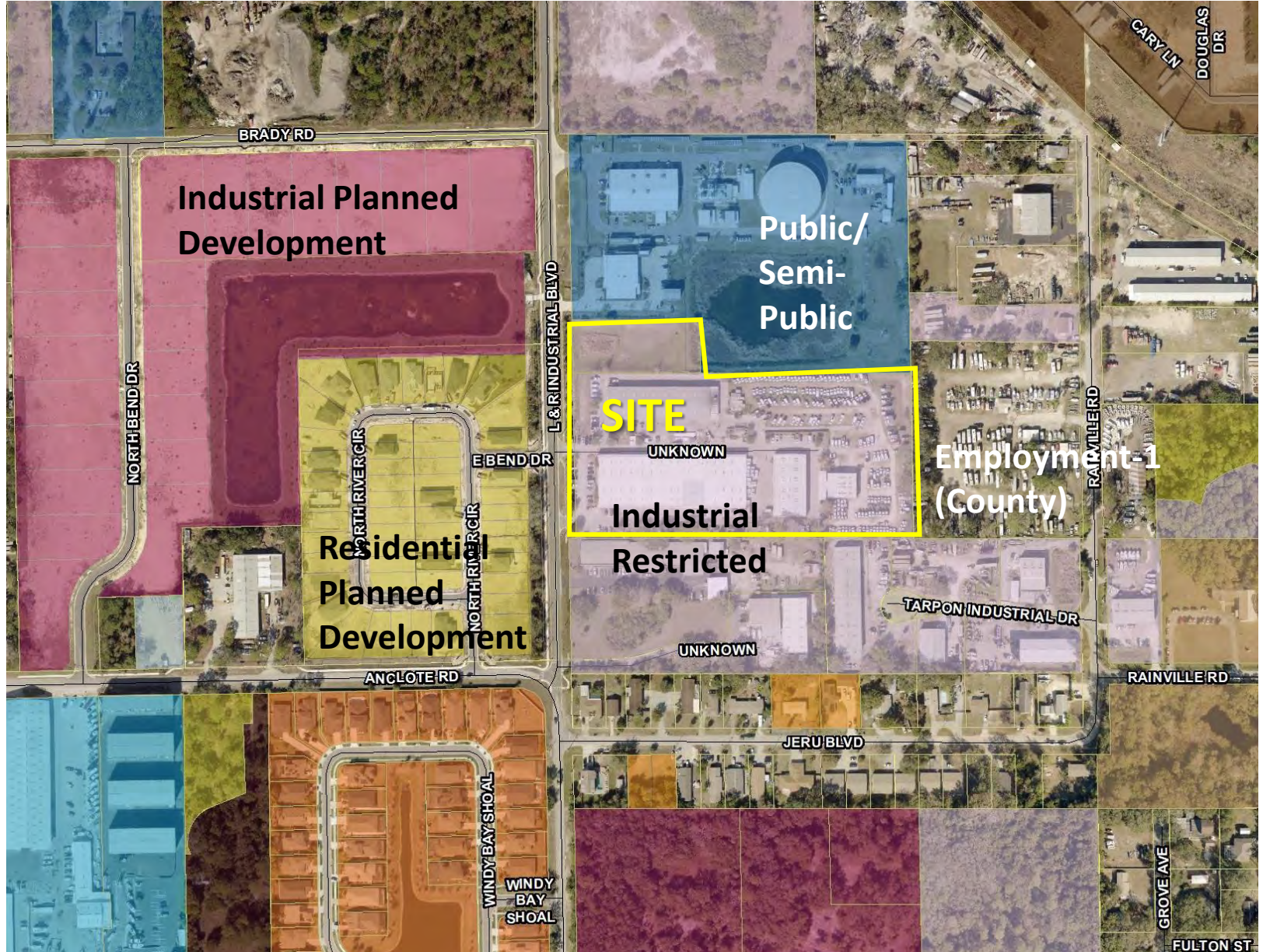
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Planning and Zoning Board – October 17, 2022

Board of Commissioners – October 25, 2022



# LOCATION & CONTEXT



# SUMMARY OF REQUEST

- **#22-92 – Conditional Use – Major Vehicle Repair (Vehicle Paint Spray Booth)**
  - 1400 L&R Industrial Blvd., Unit A1
  - Property Size: +/- 7.834 acres
  - Current Land Use: IL (Industrial Limited)
  - Current Zoning: IR (Industrial Restricted)
  - Proposed Use of Property: Paint Spray Booth for Auto Body Shop to be housed completely within a tenant space in an existing industrial building
- **Applicant:** Time Warp Garage LLC
- **Property Owner:** GBA Tarpon 84 LLC





# REQUEST





# REQUEST



# REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code.** The proposed use meets the requirements of the Land Development Code and is expected to be able to meet the applicable building and fire codes.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** The property is developed as an industrial site and is surrounded by industrial sites on three sides. The adjacent River Bend Residential Planned Development project is buffered by L&R Industrial Boulevard and a densely vegetated natural buffer.
- 3) **The use is consistent with the Comprehensive Plan.** The use is consistent with the Industrial Limited Future Land Use Map category and the Comprehensive Plan.
- 4) **The use will not adversely impact historical or environmental resources.** The applicant has provided documentation that the paint spray booth will meet or exceed all applicable Environmental Protection Agency standards. The site is not expected to impact historical or environmental resources.



# REVIEW CRITERIA – CONDITIONAL USE

- 5) **The use will not adversely affect adjoining property values.** The property is primarily within an industrial area. The property values of the adjacent River Bend Residential Planned Development have been increasing. Property values will likely remain stable in the surrounding area with this use.
- 6) **The use will not adversely impact nor exceed the City’s capacity to serve with public facilities.** The property is currently served with public infrastructure and facilities. The City has the capacity to serve the use.
- 7) **The use shall provide for efficient and orderly development.** The proposed auto body shop maintains the viable use of an existing industrial employment property and provides for efficient development.



# PRELIMINARY STAFF RECOMMENDATION

**#22-92 – *Approval*** of Resolution 2022-37 granting conditional use approval for major vehicle repair (paint spray booth), with the following condition:

1. Applicant shall obtain all necessary building permits.

**Public Notice Provided** – No responses were received.



# PLANNING & ZONING BOARD RECOMMENDATION

**#22-92** – The Planning and Zoning Board heard this application at their regular meeting of October 17, 2022 and recommended ***Approval*** of Resolution 2022-37 granting conditional use approval for major vehicle repair (paint spray booth).

There was no public comment on this application.





**CITY OF TARPON SPRINGS  
 PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS  
 [OCTOBER 17, 2022 / OCTOBER 25, 2022]**

**STAFF REPORT  
 October 19, 2022**

**Application No. / Project Title:** #22-92 (Time Warp Garage)  
**Staff:** Patricia L. McNeese, AICP  
**Applicant / Owner:** Time Warp Garage LLC / GBA Tarpon 84 LLC  
**Property Size:** +/- 7.834 acres  
**Current Zoning:** IR (Industrial Restricted)  
**Current Land Use:** IL (Industrial Limited)  
**Location / Parcel ID:** 1400 L&R Industrial Boulevard / 01-27-15-89136-000-0541

**BACKGROUND SUMMARY:**

The applicant is seeking conditional use approval to allow for a major vehicle repair in an existing building. The Time Warp Garage is an automobile body shop that utilizes a paint spray booth as part of their operations. The property is located in the Industrial Restricted zoning category which lists major vehicle repair as a conditional use. The applicant is proposing to establish the body shop in a leased space in an existing industrial building on the site.

**PRELIMINARY STAFF RECOMMENDATION:**

Staff recommends **approval** of Resolution 2022-37, with the following condition:

1. Applicant shall obtain all necessary building permits.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board heard this application at their regular meeting on October 17, 2022 and voted unanimously (6-0) to recommend approval of this application, including the staff recommended condition. There was no public comment on the application.

**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Industrial/Garage
<b>Site Features:</b>	Industrial site with multiple buildings, pavement/parking, outdoor storage and site landscaping.
<b>Vehicle Access:</b>	This property gains access from L&R Industrial Boulevard.



**SURROUNDING ZONING & LAND USE:**

	<b>Zoning:</b>	<b>Land Use:</b>
<b>North:</b>	IR (Industrial Restricted) P/SP (Public/Semi-Public)	IL (Industrial Limited) T/U (Transportation/Utility)
<b>South:</b>	IR (Industrial Restricted)	IL (Industrial Limited)
<b>East:</b>	E-1 (Employment-1)	E (Employment)
<b>West:</b>	RPD (Residential Planned Development)	RL (Residential Low)

**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 install and operate a paint spray booth in the westernmost tenant space of the existing industrial building. The site already houses industrial and manufacturing uses including a truck/trailer parts and fabrication use.
2. The Industrial Restricted (IR) zoning district lists major vehicle repair as a conditional use to provide extra scrutiny towards ensuring compatibility with the subject and surrounding properties.
3. The applicant has provided information regarding the activities to be conducted, mainly operation of a paint spray booth for vehicles, and the standards that must be followed. It is noted that this industry is regulated, especially with respect to emissions, fire codes and building codes. The applicant will be required to obtain a building permit for the work.
4. The property is located mainly within an industrial area on the east side of L&R Industrial Boulevard and will be housed and completely contained indoors in an existing industrial building. The surrounding uses to the north, south and east consist of industrial, outdoor storage, warehouse and public facilities.
5. To the west across L&R Industrial Boulevard is the River Bend Residential Planned Development (RPD). River Bend RPD is part of a relatively new master planned development that also includes an industrial/business park component that surrounds it on the north and west sides.

**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 use is proposed at an existing operating industrial site with similar uses. The applicant will need to obtain a building permit for proposed improvements to the tenant space and is expected to be able to meet fire, building and other applicable codes. There are no alterations proposed to the site exterior or physical layout of the site. Existing parking that previously served the existing tenant space is expected, based on the applicant’s narrative



description of the activities, to be able to accommodate the parking required for the body shop. It was noted that the site appears to be in substantial conformance with the current parking requirements.

**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 tenant space is located in an existing industrial building and the site is surrounded by industrial and public facility uses on the north, south and east sides. The property is buffered from the residential area across the street by a grassy area with mature sabal palm trees, and by L&R Industrial Boulevard. It is significant to note that the River Bend property was required to retain a densely vegetated buffer of over 20,000 square feet under a conservation easement along L&R Industrial Boulevard to shield the new residential uses from the existing industrial uses across the street. The industrial uses in this area are primarily operated during daylight hours. The proposed body shop, to be operated in a completely enclosed building, is not expected to have any impact on surrounding industrial uses and no significant impact on the adjacent well-buffered residential subdivision.

**3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.**

*Provisional Findings:* The use is proposed in the Industrial Limited (IL) Future Land Use Map (FLUM) category which allows a variety of manufacturing uses as implemented under the Industrial Restricted (IR) zoning district. The site is appropriate for the proposed use and the project is consistent with the City's comprehensive Plan.

**4. The conditional use will not result in significant adverse impacts to the environment or historical resources.**

*Provisional Findings:* The property is developed as an industrial site with existing stormwater handling infrastructure. The paint spray booth is regulated as to emissions and the applicant has provided information regarding the filtration system for compliance with the applicable Environmental Protection Agency standards. The site is not located in a historic district. There are no expected adverse impacts to environmental or historical resources.

**5. The conditional use will not adversely affect adjoining property values.**

*Provisional Findings:* The subject property is located primarily within an industrial area. The River Bend Residential Planned Development is located to the west of the site. That development is also surrounded to the north and west with industrial/business park development. The large stormwater pond on the west and a naturally-vegetated conservation strip on the east side are designed to provide substantial buffering of this new residential development from the industrial uses that surround it. The residential property values have increased since the initiation of new home construction in River Bend, and, the industrial property values in the area are expected to remain stable or increase. The proposed body shop is not expected to have an adverse affect on 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:* The property and existing buildings are already served with City utilities. The proposed use does not require the extension of new public services to the site and will not affect the City's ability to provide 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 project makes use of an existing developed property and maintains the stable viability of an existing employment area in the City, providing for an efficient development pattern. The City is currently providing public facilities to the property and can serve this proposed business.

**TECHNICAL REVIEW COMMITTEE:**

The Technical Review Committee (TRC) reviewed this project on August 11, 2022 for completeness and conformance to the Land Development Code. The TRC determined that the application was complete and ready for processing and advised the applicant with respect to items required for building permit submittal. There are no outstanding comments from the TRC.

**PUBLIC CORRESPONDENCE:**

Notices were sent to property owners within 500 feet of the subject property. *Staff has not received any responses to these notices.*

**ATTACHMENTS:**

1. Staff Presentation
2. Applicant Narrative and Documentation
3. Applicant Site Plan
4. Draft Resolution 2022-37





**A1**

2600

**A2**

1625

**A3**

1625

**A4**

3250

**A5**

1625

**A6**

2600

**A7**

3250

**A8**

2600

**A9**

2600

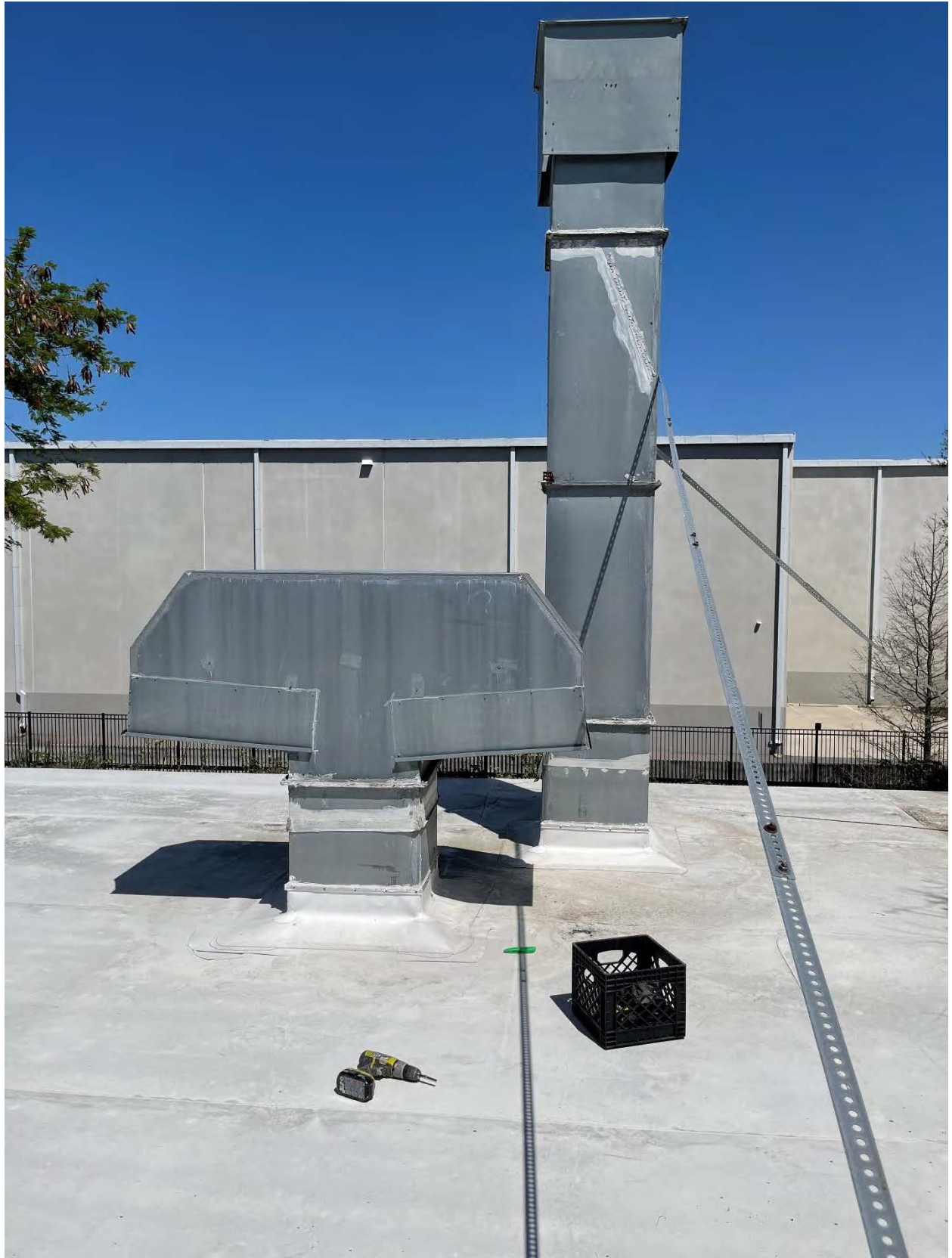
**A10**

1625









## Patricia McNeese

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**From:** Rob Lienhart <[timewarpgarage2015@gmail.com](mailto:timewarpgarage2015@gmail.com)>  
**Sent:** Tuesday, August 23, 2022 1:53 PM  
**To:** Patricia McNeese  
**Subject:** Re: \*\*\*FROM IT: BE CAREFUL\*\*\* Lienhart Time Warp Garage spray booth conditional use permit

**External Email-** Use caution with links and attachments

Good afternoon Pat,

The booth we're installing is a Garmat tier 1 semi down draft, the filter material on the exhaust side of the booth is a twenty two gram fiberglass filter material that filters more than 90% of the airborne particulates thus leaving much less of a mark on our environment. I will have spec sheets and test sheets from the filter distributor before the meeting.

Thanks Pat !

Rob....

On Mon, Aug 22, 2022 at 9:51 PM Rob Lienhart <[timewarpgarage2015@gmail.com](mailto:timewarpgarage2015@gmail.com)> wrote:

Hi pat, I'm working on the info you requested, I've been in contact with my booth filter supplier for the information I spoke with him again today and am supposed to have the info tomorrow. As soon as I get it I will forward it to you along with the narrative, it's been pretty frustrating, not with you guys but trying to get in touch with vendors and have them provide instantly is about impossible anymore, lol

On Wed, Aug 17, 2022 at 10:16 AM Patricia McNeese <[pmcneese@ctsfl.us](mailto:pmcneese@ctsfl.us)> wrote:

Hi Rob, This is great. We will schedule this for the September 19, 2022 meeting of the Planning and Zoning Board. One thing someone is likely to ask is for more information on the emissions. This same question came up at the public hearing when Caliber Collision went in on U.S. 19. Here is the slide show they presented – see slides 17-18 for the material they provided. The main point is, they were able to provide information on the operations/emissions and the regulatory standards that your industry must follow. If you could provide some information along those lines (narrative is fine), we could tackle that issue up front at public hearing if needed.

Could you please send me any of the above information you can gather by next Tuesday? That is my deadline for the public notice.

Thanks Rob! -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)

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**From:** Rob Lienhart <[timewarpgarage2015@gmail.com](mailto:timewarpgarage2015@gmail.com)>

**Sent:** Wednesday, August 17, 2022 12:20 AM

**To:** Patricia McNeese <[pmcneese@ctsfl.us](mailto:pmcneese@ctsfl.us)>

**Subject:** \*\*\*FROM IT: BE CAREFUL\*\*\* Lienhart Time Warp Garage spray booth conditional use permit

**External Email-** Use caution with links and attachments

Hi Pat,

After being a little intimidated at first it was nice meeting with you all! Lol! Like I explained in the meeting the ultimate goal is my business getting back to some normalcy and in some way adding to the tarpon charm. We are an existing business that resided in Clearwater since 2015. We had to relocate due to the sale of the our lease property. We're a small operation trying to make our impact in the industry. The spray booth we have is a Garment tier 1 semi downdraft self contained sheet metal booth it has its own fire suppression system that is inspected and tagged every year. It requires two penetrations to the roof of the building approximately 30 inches by 30 inches for the intake and exhaust stacks which the air is actually filtered in and out of the booth creating little to no emissions. Filters are serviced as required and disposed of properly. After the painting process is complete the vehicles are either stored in the booth or shop possibly in our designated parking area depending on our typical Florida weather. We generally work on classic and antique cars, we also do a small amount of minor mishaps and also collision repair. We generally work during normal business hours and don't really foresee a problem with the subdivision to the west as we are surrounded by businesses that have done very similar work in this area for many years. I'm currently working on getting all the plans and documents together and to you before the next TRC meeting.

Thanks for your time and consideration

Rob... Time Warp Garage

## Patricia McNeese

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Thanks for your time and consideration

Rob... Time Warp Garage





### **Supply Filters**

- Features the most square footage in the industry
- Ideally sized to allow easy replacement
- Held in position by steel knife edge closures
- 99% efficient on 10 micron particulate

### **Exhaust Filters**

- Bag Filters design provides 54% more usable surface area than competing filter designs
- 99% capture efficiency on 10 micron particulate
- Easy access – no grates to move
- Garmat filtration systems exceed the 2011 EPA 6H Regulations for Surface Coating Operations.



## Specification & Paint Arrestance

# **TGT25 ---22---0T / PA22**

Description:	2.5 x (Specified Width) Green Top PA
Thickness:	Nominal 2 ½ Inches
Media Weight:	Nominal 22 grams/square foot (Glass & Binder)
Additives:	N/A
Binder Percent:	Nominal 38%
Roll Length:	As Specified
Slit Width:	As Specified
Standard Color:	Green / White
Classification:	U.L. Class 2 (Flame Resistance)

### Spray Removal Efficiency & Paint Holding Capacity:

Initial Pressure Drop (Clean Filter) .....	0.04 in. water
Final Pressure Drop (Loaded Filter) .....	0.51 in. water
Weight Gain on Test Filter & Trough .....	3275 grams
Paint Holding Capacity of Test Filter .....	2185 grams
Paint Run-off .....	1159 grams
Weight Gain of Absolute Filter .....	16.6 grams (Penetration)

Average Removal Efficiency of Test Filter ..... **99.5%**

Test Data from Independent Testing Facility [LMS - R026 T061 10-7-96]

1/7/10

**PAINT ARRESTANCE FILTER TEST REPORT**

Spray Removal Efficiency & Paint Holding Capacity

**BASED ON 40 CFR PART 63 NATIONAL EMISSION STANDARD**

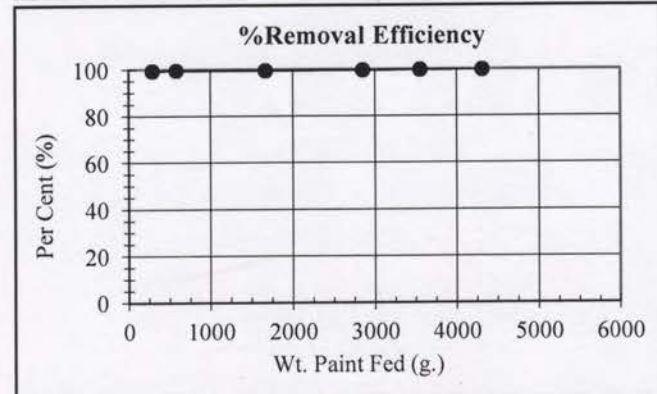
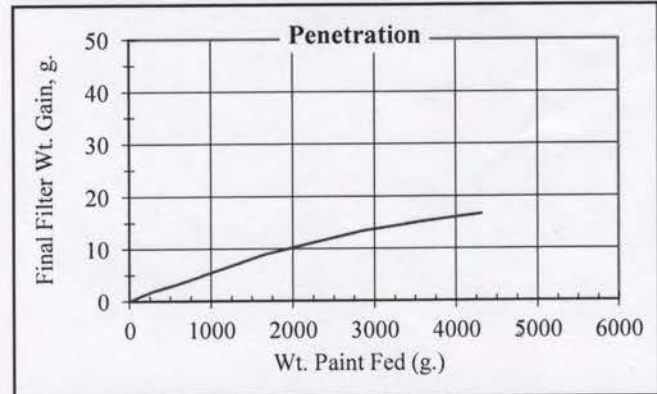
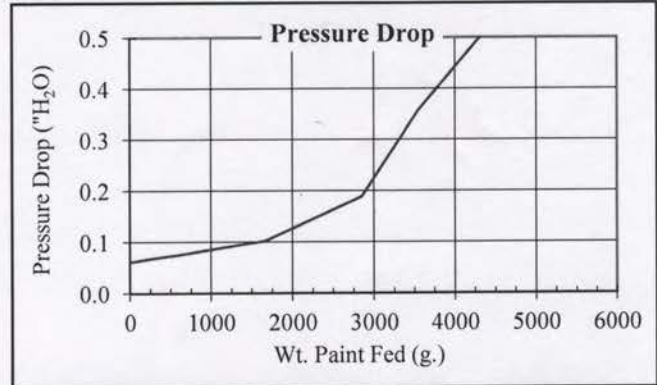
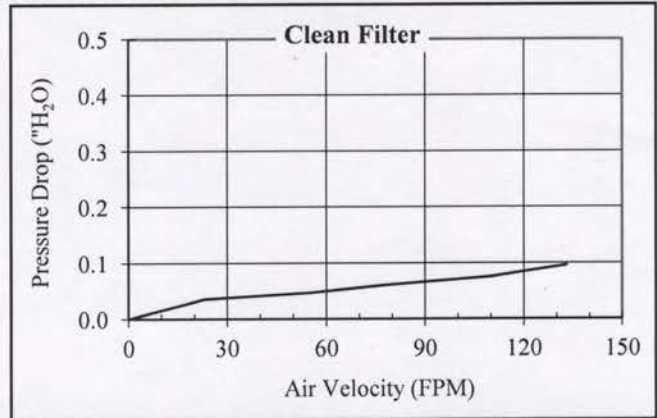
Tested for: **Superior Fibers**  
 Filter Mfr.: **Superior Fibers**  
 Filter Name: **PA-22**  
 Report#./Test# **R 026 T 061**  
 Report Date: **7-Oct-96**

**Test Information**

**FILTER DESCRIPTION:** (20x20 pad )  
 White fiberglass w/thin blue glass backing layer  
**PAINT DESCRIPTION:**  
 High Solids Baking Enamel (S.W. #1 Permaclad 2400, red)  
**PAINT SPRAY METHOD:**  
 Conventional Air Gun at 40 PSI  
**SPRAY FEED RATE:**  
 147 gr./min. 135 cc./min.  
**AIR VELOCITY:**  
 150 FPM

**Test Results**

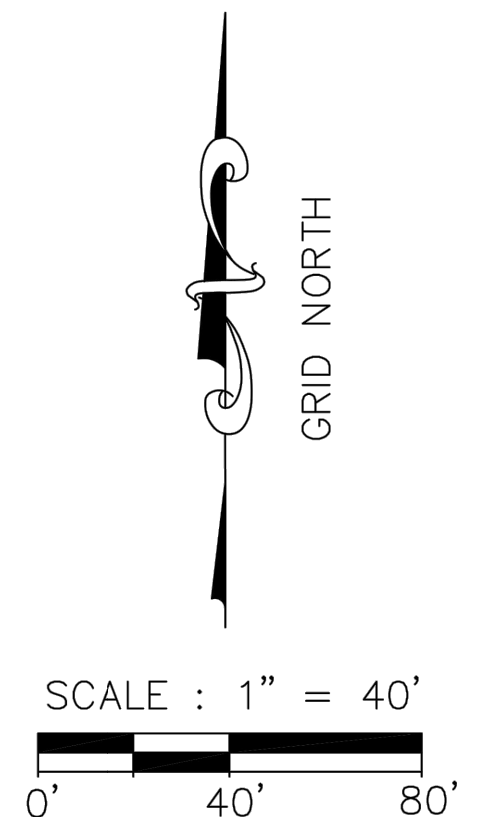
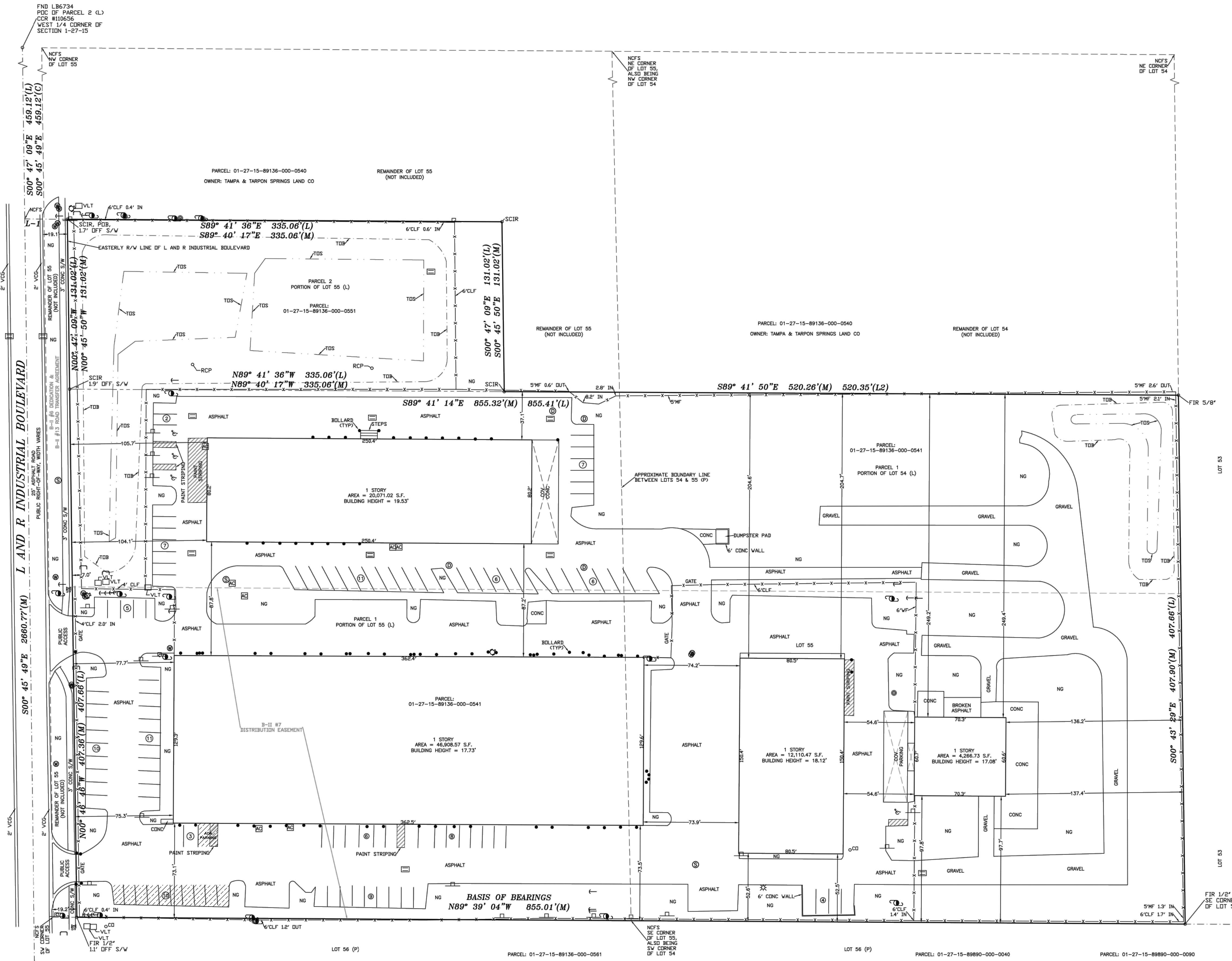
**INITIAL PRESSURE DROP of Clean Test Filter**  
 0.06 in. water  
**FINAL PRESSURE DROP of Loaded Test Filter**  
 0.50 in. water  
**WEIGHT GAIN on TEST FILTER & Test Frame Trough**  
 3857 gram  
**PAINT HOLDING CAPACITY of TEST FILTER**  
 2116 grams = 4.7 lbs.  
**PAINT RUN-OFF**  
 1159 grams  
**WEIGHT GAIN on FINAL FILTER**  
 16.6 grams = **PENETRATION**  
**AVERAGE REMOVAL EFFICIENCY of TEST FILTER**  
 99.50 %



Test Engineer: Jose Tizcareno  
 Supervising Engineer: K. C. Kwok, Ph.D.



SECTION 1 - TOWNSHIP 27 SOUTH - RANGE 15 EAST  
PINELLAS COUNTY - FLORIDA



Legend of Symbols & Abbreviations

AC	AIR CONDITIONER	CG	GENERAL CALCULATED FIELD
BP	BACKFLOW PREVENTER	CL	LEGAL DESCRIPTION
BM	BENCHMARK	CO	MEASURED
B	BOLLARD	AS	ASPHALT
CL	CENTER LINE	BF	BARRIERS
CD	CLEANOUT	CB	CHADY BEARING
CA	COVERED AREA	CC	CERTIFIED CORNER RECORD
DM	DRAINAGE MANHOLE	CC	CONCRETE
EM	ELECTRIC BOX	CLF	CHAIN LINK FENCE
FC	FIRE HYDRANT	CDW	CONCRETE DRIVEWAY
GP	GAS PUMP	ED	EDGE OF PAVEMENT
GA	GAS VALVE	EW	EDGE OF WATER
GA	GUY ANCHOR	EL	ELEVATOR
GI	GIRTE INLET	FCR	FOUND CAPPED IRON PIPE
HP	HANDICAP PARKING	FCM	FOUND CONCRETE MANDRILL
LD	LOAD (METAL)	FR	FOUND IRON PIPE
LP	LIGHT POLE	FR	FOUND IRON PIPE
ME	METERED END SECTION	FR	FOUND IRON PIPE
MW	MONITORING WELL	FR	FOUND IRON PIPE
PA	PAINT MARK	FR	FOUND IRON PIPE
RM	RECLAIMED WATER METER	FR	FOUND IRON PIPE
RM	RECLAIMED WATER VALVE	FR	FOUND IRON PIPE
SV	SEWER VALVE	FR	FOUND IRON PIPE
SM	SANITARY MANHOLE	FR	FOUND IRON PIPE
SN	SIGN	FR	FOUND IRON PIPE
SE	SPOT ELEVATION	FR	FOUND IRON PIPE
SL	STREET LIGHT BOX	FR	FOUND IRON PIPE
TE	TELEPHONE BOX	FR	FOUND IRON PIPE
TS	TRAFFIC SIGNAL BOX	FR	FOUND IRON PIPE
TR	TRANSFORMER	FR	FOUND IRON PIPE
UP	UTILITY POLE	FR	FOUND IRON PIPE
UR	UTILITY RISER	FR	FOUND IRON PIPE
VB	VERDOR BOX	FR	FOUND IRON PIPE
WM	WATER METER	FR	FOUND IRON PIPE
WV	WATER VALVE	FR	FOUND IRON PIPE
W	WELL	FR	FOUND IRON PIPE
YD	YARD SIGN	FR	FOUND IRON PIPE
YL	YARD LIGHT	FR	FOUND IRON PIPE
NS	NOT TO SCALE	FR	FOUND IRON PIPE

THE  
**TIME WARP GARAGE**  
PROJECT  
1748 L AND R BLVD.  
TARPON SPRINGS, FL. 34689

PROJECT ENGINEER:  
JUSTIN BOWEN  
CONSULTING ENGINEER  
P.E. LIC. #83399  
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DESIGN AND FOUND IT TO BE IN  
COMPLIANCE 2020 (7TH EDITION)  
FLORIDA BUILDING CODE AND  
REFERENCED SUPPLEMENTS.

**A.M.D.**  
Residential Design &  
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Anthony M. Reale  
727.455.5157  
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PROJECT NOTES:  
1 2 3 4 5 6

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**AMR**  
Start Date:  
**08 24 22**  
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Sheet Number:  
**A-0.0**

1. IR-INDUSTRIAL RESTRICTED DISTRICT  
2. PARKING REQUIREMENTS: REPAIR SERVICE ESTABLISHMENTS (1) SPACE PER 250 SQUARE FEET OF GROSS FLOOR AREA (11 EXISTING REQUIRED / PROVIDED PLUS 1 EXISTING ADA SPACE)  
3. DIMENSIONAL REGULATIONS: (1) MINIMUM LOT AREA = 5,000 SQUARE FEET (2) MINIMUM LOT WIDTH = 50 FEET (3) MINIMUM LOT DEPTH = 80 FEET (4) MAXIMUM HEIGHT = 40 FEET (5) MINIMUM YARDS: (A) FRONT = TEN FEET (B) SIDE = TEN FEET (C) SIDE STREET = TEN FEET (D) REAR = 25 FEET (6) MAXIMUM NONRESIDENTIAL FLOOR AREA RATIO = .50 (7) MINIMUM OPEN SPACE = 15 PERCENT (8) MAXIMUM IMPERVIOUS SURFACE RATIO = .85



LINE DATA:  
L-1: S 89°41'36" E 33.01'(L)  
S 89°40'17" E 33.01'(C)



**SPECIFICATIONS**

- CODES AND REFERENCES
  - FLORIDA BUILDING CODE 2020 (FBC 2020 / 7TH EDITION)
  - AMERICAN CONCRETE INSTITUTE OF STRUCTURAL CONCRETE (ACI 318-14 / 360-10)
  - AMERICAN CONCRETE INSTITUTE OF MASONRY STRUCTURES (ACI 530-13)
    - ASCE-13 / TMS 402-08 AND SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530-13 / ASCE 6-13 / TMS 602-10)
  - AMERICAN SOCIETY OF CIVIL ENGINEERS MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7-16)
  - SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AISC 360-05
  - DESIGN SPECIFICATION FOR LIGHT METAL PLATE CONNECTED WOOD TRUSSES BY THE TRUSS PLATE INSTITUTE (TP1-14 / WTCA BCS1-06)
  - NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS) (ANSI / AWC NDS-2015)
  - AMERICAN PLYWOOD ASSOCIATION DESIGN / CONSTRUCTION GUIDE. (APA / PDS 2012)
- DESIGN CRITERIA
  - ROOF LOADING
    - 30 PSF @ 1.33 DURATION FACTOR
    - DEAD 10 PSF FOR SHINGLE
    - 15 PSF FOR TILE
  - FLOOR LOADING
    - LIVE 40 PSF @ 1.00 DURATION FACTOR
    - DEAD 15 PSF
  - BALCONY LOADING
    - LIVE 100 PSF
    - DEAD 15 PSF
  - FOR FLOORING MATERIALS HEAVIER THAN 5 PSF, CONTACT ENGINEER OF RECORD
  - WIND LOADING
    - SEE FBC 2020 TABLE ON PLAN FOR CRITERIA
- SOIL
  - MINIMUM ALLOWABLE SOIL PRESSURE PER ASTM D 2487 (1 LB. PER SF OF DEPTH) ACTIVE 100 PSF / AT REST 60 PSF
- CONCRETE
  - OPERATION INSTALLATION AND PROCEDURE TO COMPLY WITH ACI STANDARDS
  - CONCRETE MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS U.N.O.
  - REINFORCEMENT REBARS ASTM A615 GRADE 40 U.N.O.
  - WELD WIRE FABRIC (WWF ASTM A185)
  - LAP SPLICES AND HOOKS AS PER PLAN.
- MASONRY
  - N/A
- WOOD FRAMING
  - N/A
- ROOF FLASHING
 

FLASHINGS SHALL BE USED TO SEAL ROOFING SYSTEMS, WHERE THE SYSTEM IS INTERRUPTED OR TERMINATED AND SHALL BE INSTALLED IN A MANNER THAT PREVENTS MOISTURE FROM ENTERING THE WALL AND ROOF THROUGH JOINTS IN COPINGS, THROUGH MOISTURE PERMEABLE MATERIALS AND AT INTERSECTIONS WITH PARAPET WALLS AND OTHER PENETRATIONS THROUGH THE ROOF PLANE.

  - FLASHINGS SHALL BE INSTALLED AT WALL AND ROOF INTERSECTIONS, WHEREVER THERE IS A CHANGE IN ROOF SLOPE OR DIRECTION AND AROUND ROOF OPENINGS, WHERE FLASHING IS OF METAL, THE METAL SHALL BE CORROSION RESISTANT WITH A THICKNESS OF NOT LESS THAN PROVIDED IN TABLE R093.2.1 OR IN COMPLIANCE WITH RAS 111. EXCEPTION: FLASHING IS NOT REQUIRED AT HIP AND RIDGE JOINTS.
  - A CRICKET OR SADDLE SHALL BE INSTALLED ON THE RIDGE SIDE OF ANY CHIMNEY OR PENETRATION MORE THAN 30 INCHES (762 MM) WIDE AS MEASURED PERPENDICULAR TO THE SLOPE. CRICKET OR SADDLE COVERINGS SHALL BE SHEET METAL OR OF THE SAME MATERIAL AS THE ROOF COVERING. EXCEPTION: UNIT SKYLIGHTS INSTALLED IN ACCORDANCE WITH SECTION R308.6 AND FLASHED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS SHALL BE PERMITTED TO BE INSTALLED WITHOUT A CRICKET OR SADDLE.

ALL MEMBRANE FLASHING SHALL BE INSTALLED ACCORDING TO THE ROOF ASSEMBLY MANUFACTURER'S PUBLISHED LITERATURE.

**CODE COMPLIANCE NOTES:**

**DESIGN CRITERIA:**  
 PRESCRIPTIVE DESIGN PER FLORIDA BUILDING CODE. THIS BUILDING IS FULLY ENCLOSED. THIS BUILDING IS IN A WINDBOURNE DEBRIS REGION.  
**CONSTRUCTION:** TYPE IIA (UN-PROTECTED / UN-SPRINKLED)  
**BUILDING RISK CATEGORY:** II / WIND IMPORTANCE FACTOR -1.0  
**EXPOSURE CATEGORY:** (B) / 1.0 COEFFICIENT  
**GROUP:** F2 RESIDENTIAL OCCUPANCY (AUTOBODY REPAIR)  
**MEAN ROOF HEIGHT:** <25'-0"  
**BASIC WIND SPEED:** 145 MPH (3 SECOND GUST)  
**INTERNAL PRESSURE COEFFICIENT:** + / - .18

**COMPONENTS AND CLADDING:** ALL COMPONENTS TO MEET WIND ZONE DESIGN PRESSURE REQUIREMENTS AS PER S50 12 / ASCE 7. ALL COMPONENTS IN ALL ZONES TO MEET DESIGN PRESSURES TYP. FOR END ZONE REQUIREMENTS. ADDITIONAL INFORMATION AS PER PLAN.

**BUILDING NOTES:**

**SCOPE OF WORK:**  
 THIS PROJECT IS REMODEL TO AN EXISTING BUILDING. THESE DRAWINGS DEPICT EXISTING CONDITIONS AS THE DESIGNER UNDERSTANDS THEM TO BE. IN INSTANCES WHERE THE DETAILS OF CONSTRUCTION ARE NOT READILY APPARENT, THE DESIGNER HAS MADE AN INFERENCE REGARDING THEIR ASSEMBLY. IF AT ANY TIME DURING CONSTRUCTION, ANY CONDITIONS ARE DISCOVERED TO BE SIGNIFICANTLY DIFFERENT THAN INDICATED HERE IN, THE BUILDER SHALL VERIFY IN FIELD AND CONTACT THIS OFFICE FOR RECOMMENDATIONS. THE BUILDER SHALL ALSO REVIEW ALL NOTES, DIMENSIONS, AND ADHERE TO APPLICABLE BUILDING CODES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY REVISIONS OR CHANGES NOT RELATED TO THE CORRECTION OF ERRORS THAT ARE MADE AFTER THE FINAL DRAWINGS HAVE BEEN COMPLETED SHALL BE SUBJECT TO ADDITIONAL FEES.

**GENERAL UNIT DIMENSIONS:**  
**EXISTING:** LENGTH 61'-0" WIDTH 41'-0" L/W = < 2.5 **EXISTING EAVES HEIGHT:** 18'-0"  
**EXISTING ROOF PITCH =** 25/12 ±

**EXISTING:** 2658 SF CONDITIONED (FOOTPRINT)

**CONTENTS**

- 0.0 SITE PLAN
- 0.1 COVER
- 1 EXISTING PLAN
- 2 PROPOSED PLAN
- 3 DETAILS
- 4 ROOF PENETRATION FRAME PLAN
- 5 M.E.P. PLAN
- 6

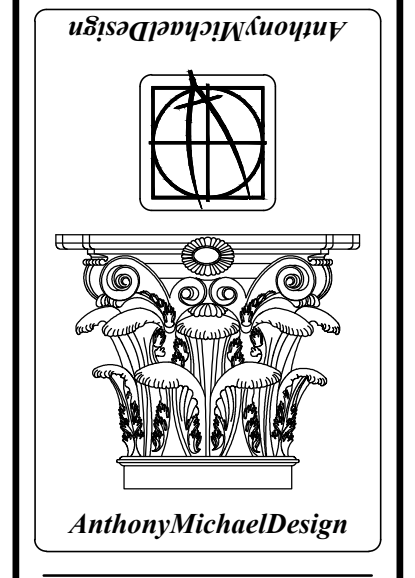
**THE TIME WARP GARAGE PROJECT**  
 7748 L AND R BLVD.  
 TARPON SPRINGS, FL. 34689

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 CONSULTING ENGINEER  
 P.E. LIC. #83399  
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PROJECT NOTES:

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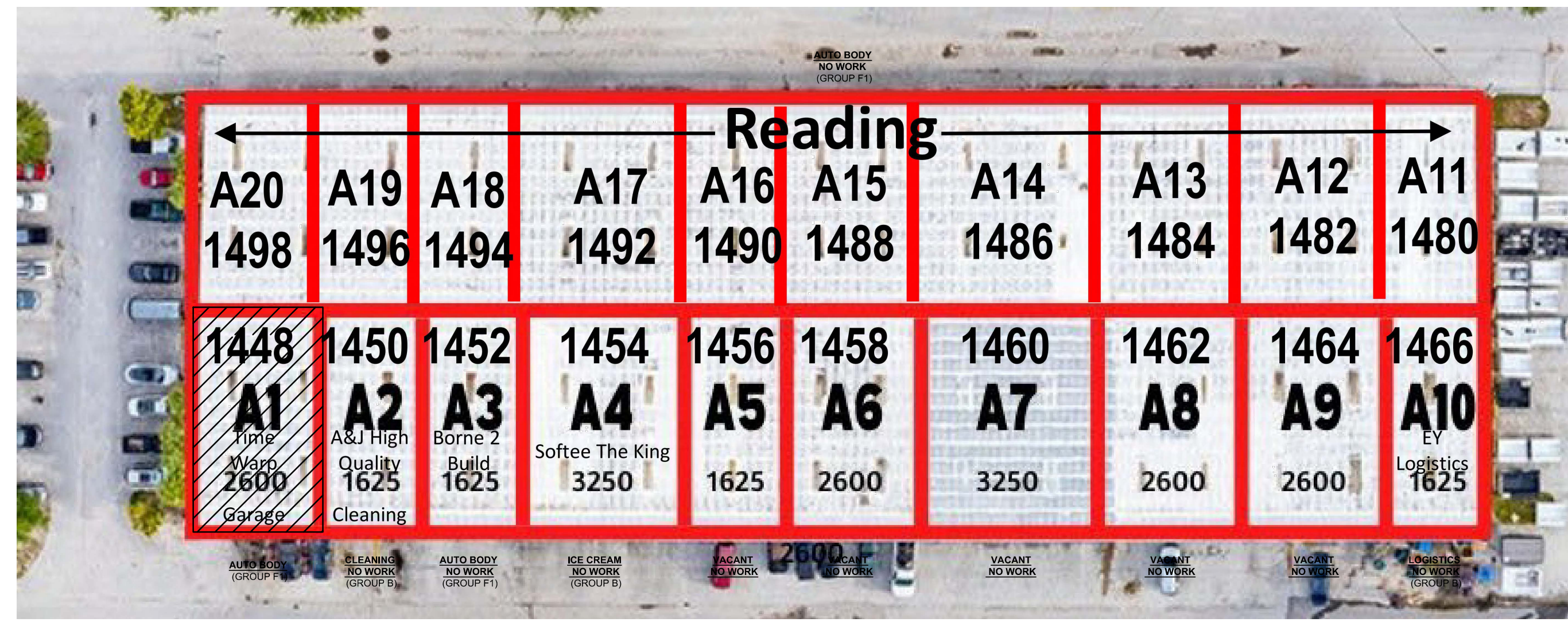
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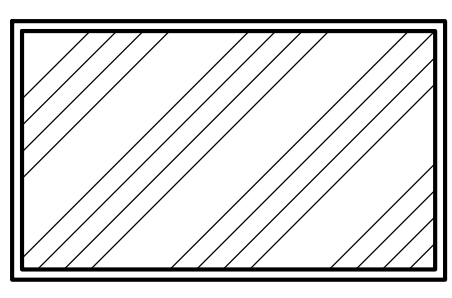
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**A-0.1**

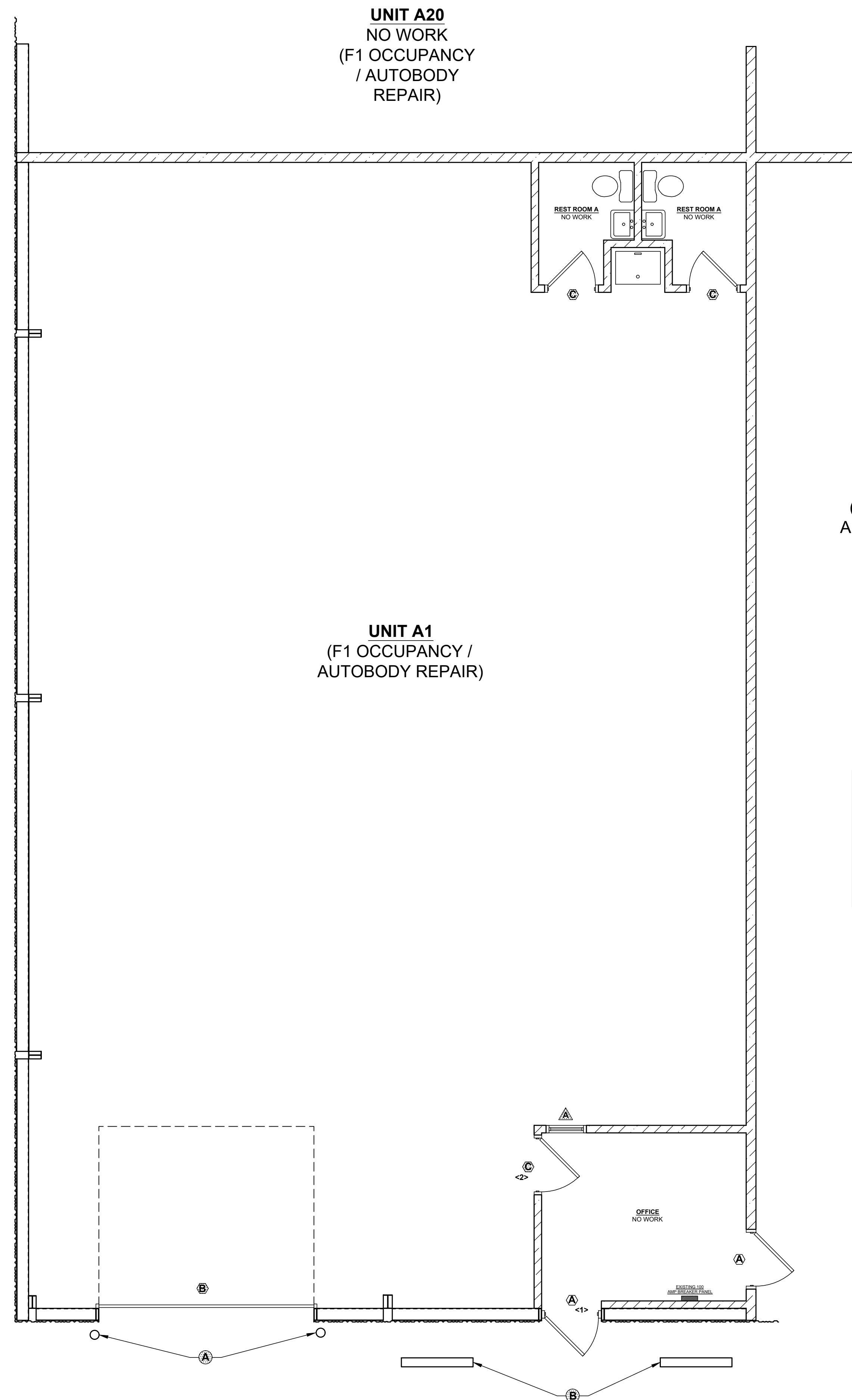


**0.1 PROPOSED KEY PLAN**  
 SCALE: N.T.S.



**AREA OF WORK (UNIT)**





**UNIT A20**  
NO WORK  
(F1 OCCUPANCY /  
AUTOBODY REPAIR)

REST ROOM A  
NO WORK

REST ROOM A  
NO WORK

**UNIT A2**  
NO WORK  
(F1 OCCUPANCY /  
AUTOBODY REPAIR)

**UNIT A1**  
(F1 OCCUPANCY /  
AUTOBODY REPAIR)

OFFICE  
NO WORK

**1 EXISTING FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

EXISTING WALL LEGEND	
0.5"	EXISTING 8" CMU WALL (FURRING AND G.W.B.)
0.375"	EXISTING METAL FRAME (G.W.B.)
0.5"	EXISTING METAL FRAME (G.W.B.)

EXISTING DOOR SCHEDULE						
MARK	SIZE		THK	TYPE	MATERIAL	NOTES
	WIDTH	HEIGHT				
A	3'-0"	7'-0"	1 3/4"	H.S. EXT.	STEEL	MIN. 32" CLEAR / PANIC HARDWARE
B	12'-0"	14'-0"	1 3/4"	O.H.D. EXT.	STEEL	REMAINS OPEN DURING BUSINESS HOURS
C	3'-0"	7'-0"	1 5/8"	H.S. INT.	WOOD	MIN. 32" CLEAR / SELF CLOSER
D	--	--	--	--	--	--

\*1- NEW COMMERCIAL PANIC LEVER HARDWARE AT EXISTING DOOR. STANLEY QED300 SERIES OR EQUAL.  
\*2- EXISTING PUSH BAR LATCHLESS / BARRIER FREE.  
\*3-

EXISTING WINDOW SCHEDULE					
MARK	SIZE		TYPE	MATERIAL	NOTES
	WIDTH	HEIGHT			
A	4'-10"	8'-8"	F.G.	ALUMINUM AND ACRYLIC	--
B	--	--	--	--	--

EXISTING BUILDING SCHEDULE	
MARK	
A	EXISTING PROTECTION BOLLARD.
B	EXISTING PARKING CURB.
C	

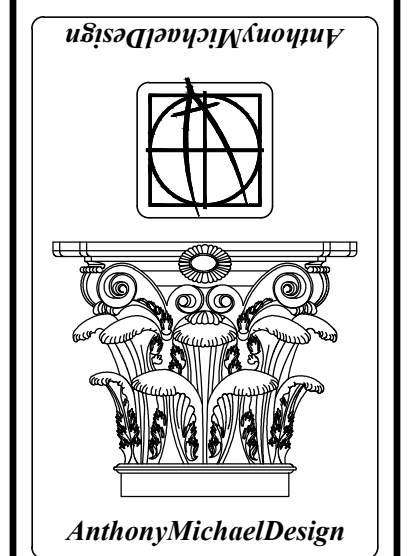
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TARPON SPRINGS, FL 34689

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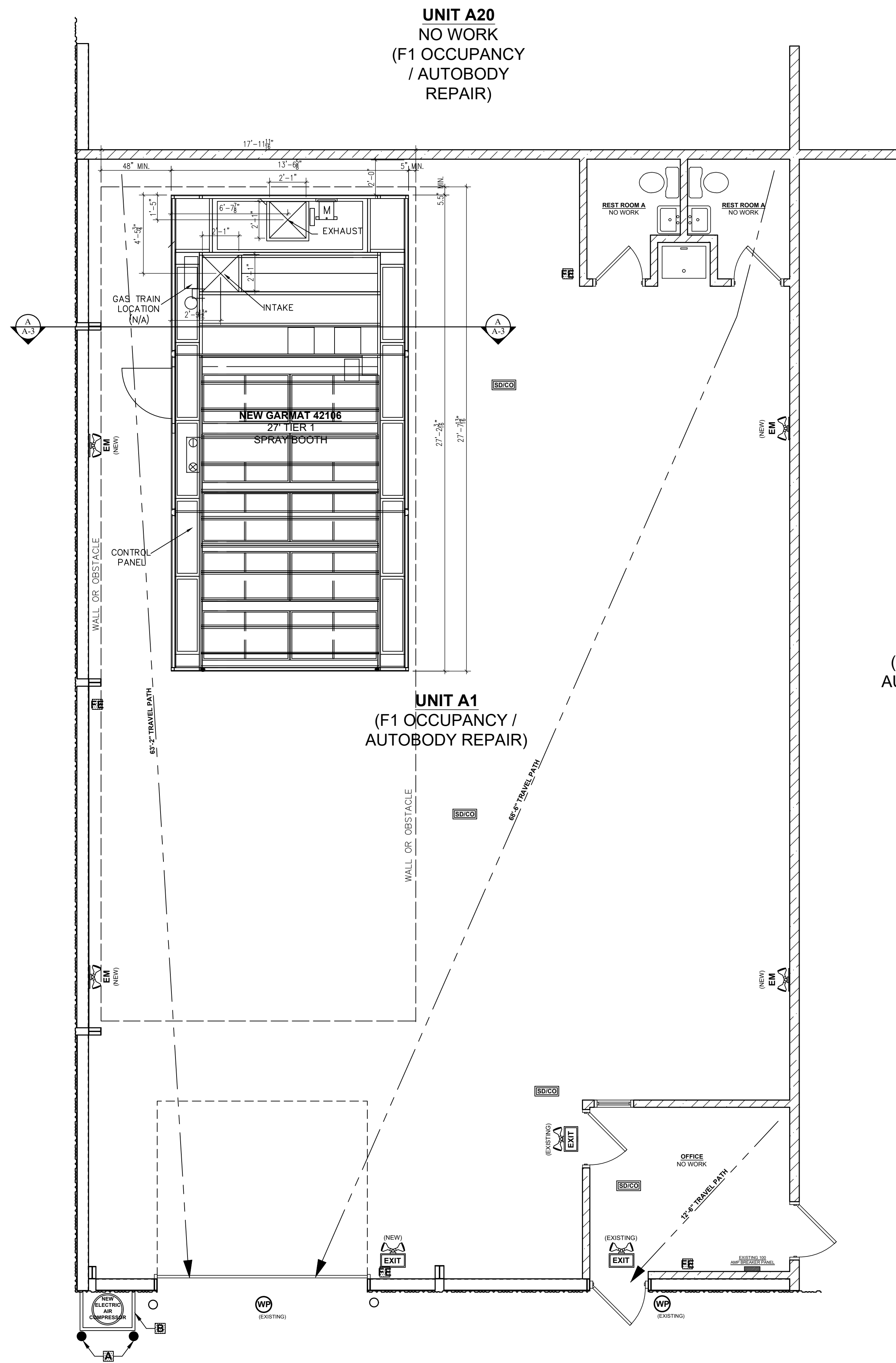
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**V.4**

Sheet Number:

**A-1**



**2** PROPOSED SPRAY BOOTH FLOOR PLAN WITH FIRE SAFETY  
SCALE: 1/4" = 1'-0"

PROPOSED BUILDING SCHEDULE	
MARK	
A	NEW PROTECTION BOLLARDS. ADDITIONAL INFO AS PER MFG.
B	NEW VINYL FENCE FOR EQUIPMENT SCREENING. ADDITIONAL INFO AS PER MFG.
C	
FE	NEW (40 LBS. MAX. / MOUNTED 80" MAX. TO TOP OF EQUIPMENT) HAND HELD FIRE EXTINGUISHER WITH CLASS ABC RATING FOR ORDINARY (MODERATE) HAZARDS, A RATING MIN. 2-A, B RATING MIN. 20-B, C FIRE EXTINGUISHERS SHALL BE PROPERLY MAINTAINED AND SHALL BE CLEARLY VISIBLE AND MARKED.

**F1 (AUTOBODY REPAIR) OCCUPANT LOAD NOTES:**  
EVERY ROOM OR SPACE THAT IS AN ASSEMBLY OCCUPANCY SHALL HAVE THE OCCUPANT LOAD OF THE ROOM OR SPACE POSTED IN A CONSPICUOUS PLACE, NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY FROM THE ROOM OR SPACE. POSTED SIGNS SHALL BE OF AN APPROVED LEGIBLE PERMANENT DESIGN AND SHALL BE MAINTAINED BY THE OWNER OR THE OWNER'S AUTHORIZED AGENT.

- (F1) INDUSTRIAL 2352 GSF / 100 GROSS = 24 OCCUPANTS
- (B) BUSINESS AREAS 120 GSF / 150 GROSS = 2 OCCUPANTS

**TOTAL OCCUPANCY = 26 OCCUPANTS**

**PLUMBING FIXTURE REQUIREMENTS:**

- W.C. M/F=1 PER 100 OCCUPANTS
- LAVS M/F=1 PER 100 OCCUPANTS
- SERVICE SINK 1 REQUIRED / 1 PROVIDED.
- WATER SERVICE PROVIDED (FOUNTAIN NOT REQUIRED).

**EGRESS WIDTH NOTES:**

- THE CAPACITY, IN INCHES, OF MEANS OF EGRESS COMPONENTS OTHER THAN STAIRWAYS SHALL BE CALCULATED BY MULTIPLYING THE OCCUPANT LOAD SERVED BY SUCH COMPONENT BY A MEANS OF EGRESS CAPACITY FACTOR OF 0.2 INCH (5.1 MM) PER OCCUPANT. MIN. 36" REQUIRED / 190" PROVIDED.

**ADDITIONAL BUILDING NOTES:**

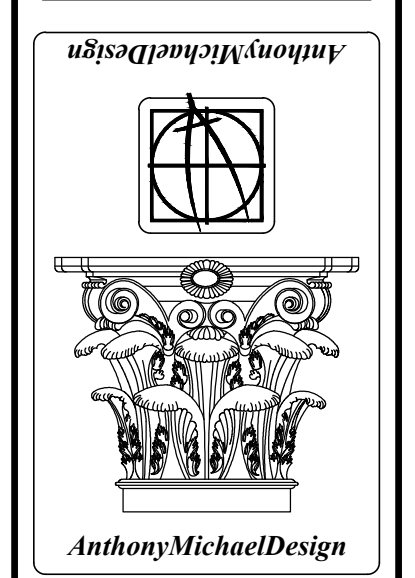
- ALL PLUMBING, ELECTRICAL, AND MECHANICAL ROUGH-INS MUST BE COMPLETE, INSPECTED, AND APPROVED BEFORE REQUESTING THE FRAMING INSPECTION.
- ALL BATH GLASS SHALL BE TEMPERED.
- ALL NEW INTERIOR DOORS TO RECEIVE 1" UNDERCUT.
- WALLS SHOWN FINISHED (NOMINAL).

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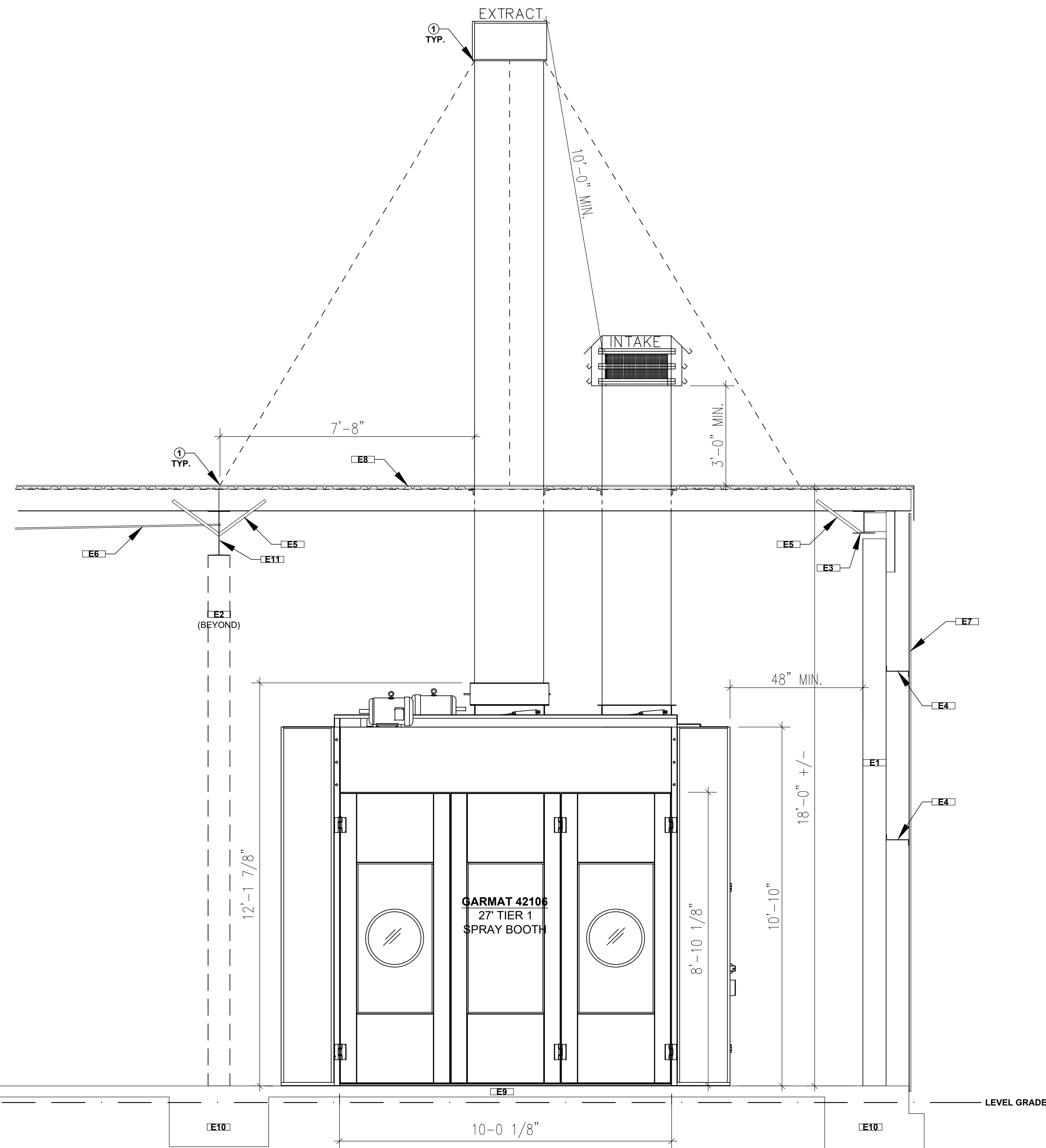
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**A-2**



**X BUILDING WALL THROUGH SECTION**  
SCALE: 1/2" = 1'-0"

EXISTING BUILDING SCHEDULE	
MARK	
E1	EXISTING 5"W X 8.5"D WIDE FLANGE STEEL COLUMN. V.I.F.
E2	EXISTING 6"W X 9"D WIDE FLANGE STEEL COLUMN. V.I.F.
E3	EXISTING 8"W X 8"D WIDE FLANGE STEEL BEAM. V.I.F.
E4	EXISTING 8"W X 2"D S SHAPE ROOF PURLOIN / WALL BRACE. V.I.F.
E5	EXISTING STEEL BEAM BRACKET. V.I.F.
E6	EXISTING STEEL TRUSSING. V.I.F.
E7	EXISTING CORRUGATED STEEL PAN SIDING. V.I.F.
E8	EXISTING CORRUGATED STEEL PAN ROOFING WITH GYPSUM BOARD AND TAPERED FOAM WITH TPO MEMBRANE. CUT TIGHT TO FIT NEW DUCTING. V.I.F.
E9	EXISTING 4" CONCRETE SLAB. V.I.F.
E10	EXISTING CONCRETE FOOTING. V.I.F.
E11	EXISTING 6"W X 24"D WIDE FLANGE STEEL COLUMN. V.I.F.
E12	EXISTING 6"W X 16"D WIDE FLANGE STEEL COLUMN. V.I.F.
E13	

PROPOSED FRAME SCHEDULE	
MARK	
F1	NEW (1X19 STRAND) 1/8" GALVANIZED AIRCRAFT CABLE TENSIONED TIGHT TYP. EACH DUCT SIDE TO ROOF.
F2	NEW GALVANIZED CURB FLASHING AT DUCT PENETRATION.
F3	NEW 1" FILLET WELD FOR EACH SIDE OF THE 2" X 2" X 1/4" ANGLE TO EXISTING PURLOINS / CORRUGATED PAN AT DUCT PENETRATION.
F4	

ATTACHMENT SCHEDULE	
MARK	
1	NEW 3/8" CARRIAGE BOLT AND SELF LOCKING NUT WITH OVERSIZED WASHERS TO PURLOINS / DUCT.
2	

**ADDITIONAL ATTACHMENT NOTES:**  
 1. EXISTING STRUCTURE TO BE SUPPORTED AND STABILIZED AT ALL TIMES.  
 2. ALL NEW UNIONS TO BE CLEAN, PAINT FREE, AND DUST FREE.  
 4. ALL COMPONENTS TO BE CONSIDERED SHEAR RESISTANT.  
 5. ALL METAL FRAMING TO BE CONTINUOUS.

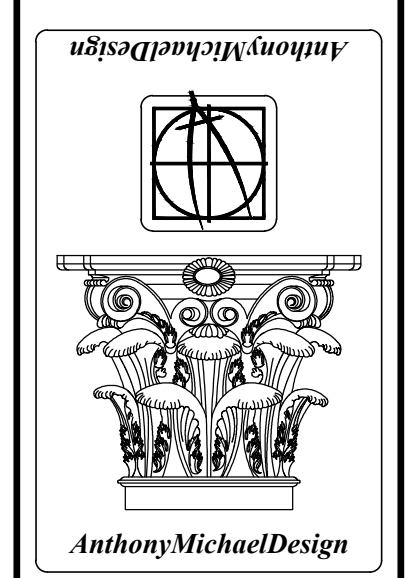
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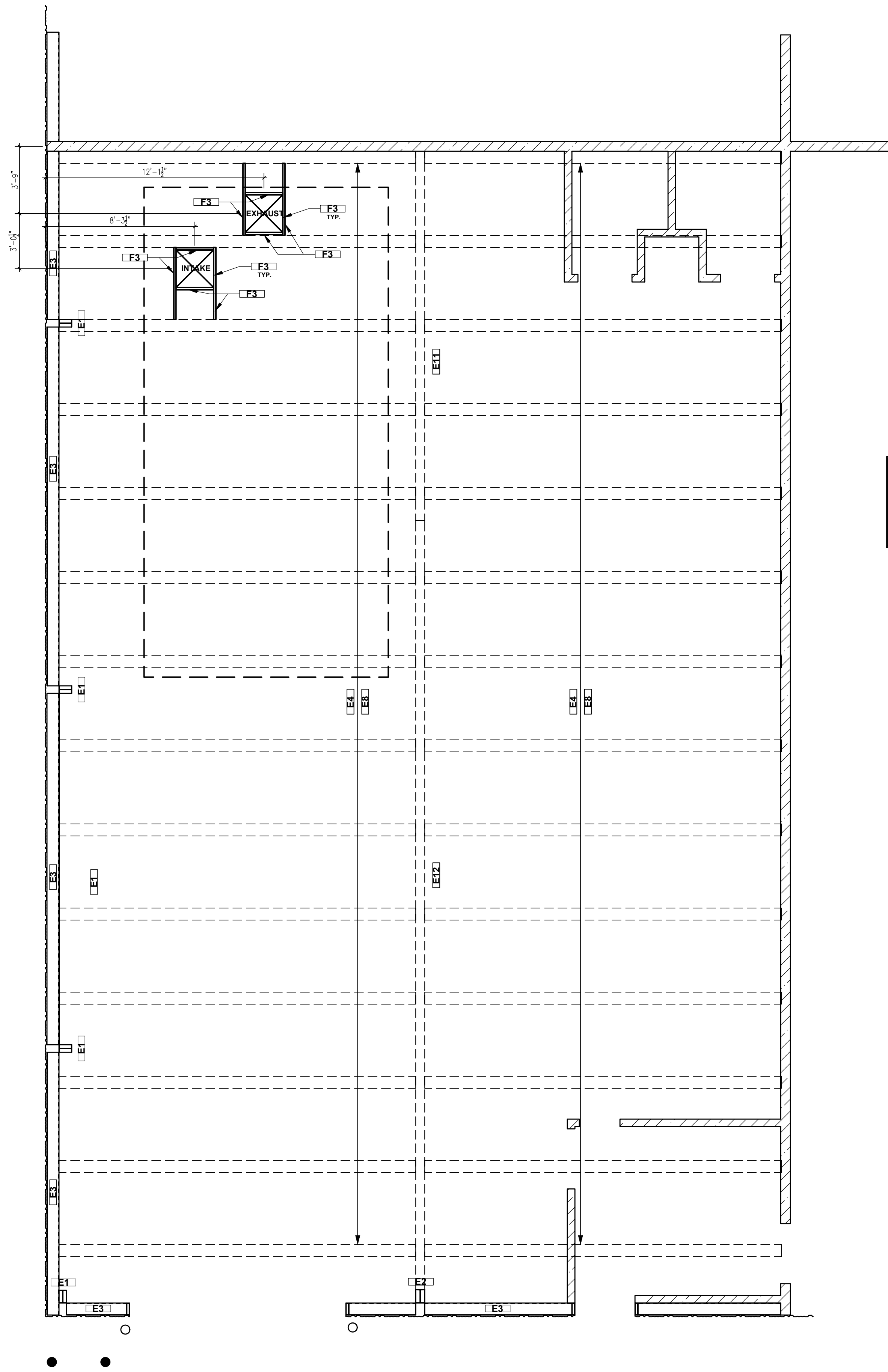
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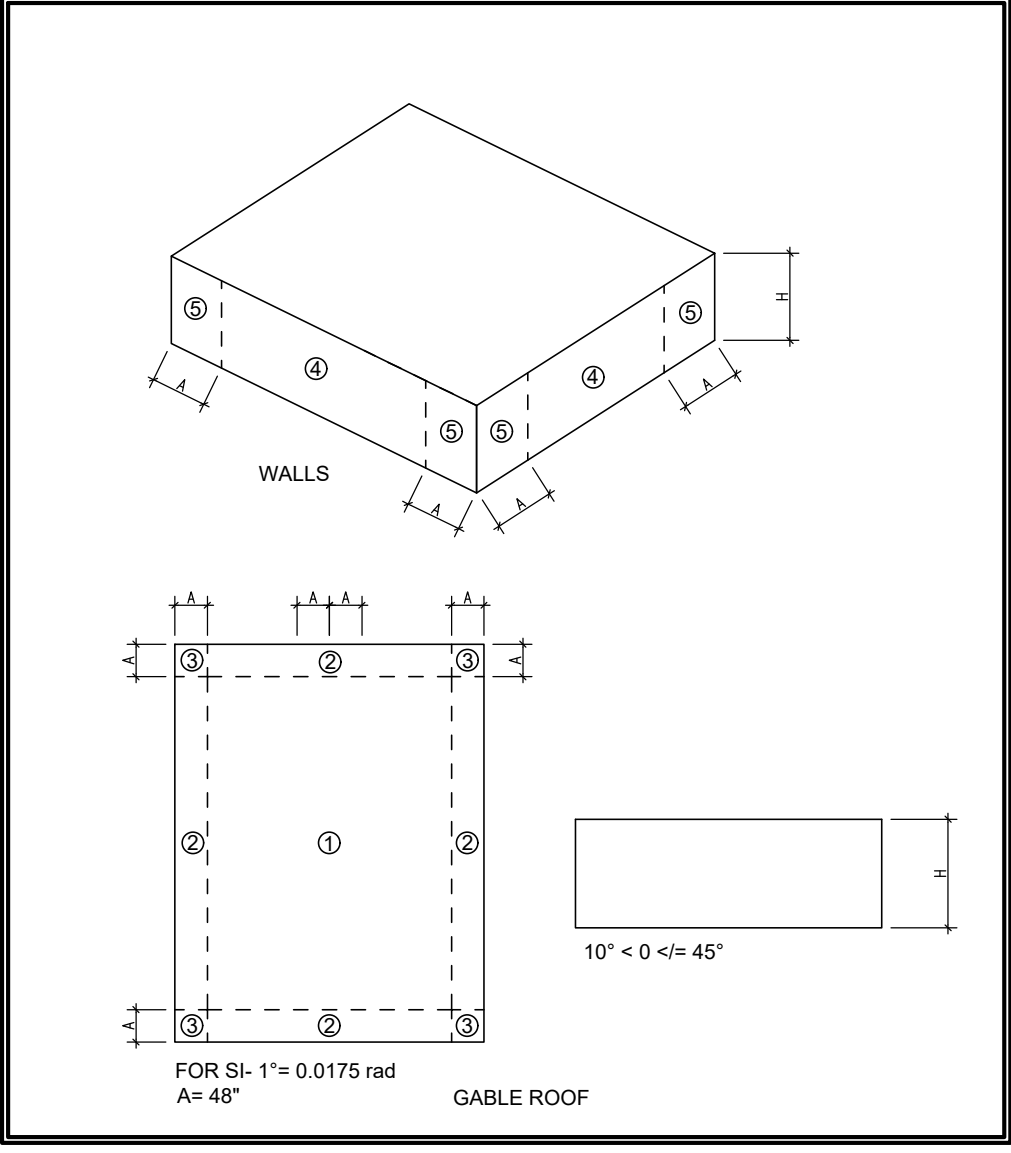
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**ADDITIONAL ROOF FRAME AND HARDWARE NOTES:**

1. BUILDER TO VERIFY EXACT MEASUREMENTS TO ENSURE CORRECT PLACEMENT.
2. BUILDER TO VERIFY EXACT HARDWARE INSTALLATION AS PER SCHEDULE. CONNECTORS MAY BE SUBSTITUTED FOR A CONNECTOR OF EQUAL OR GREATER VALUE THAT IS SPECIFIED FOR THE SAME TYPE OF APPLICATION.
3. ALL HARDWARE TO BE HOT DIPPED GALVANIZED (HDG).



**PRESSURE ZONES**  
SCALE: N.T.S.

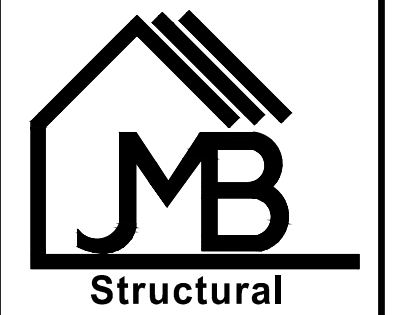
WALL STRUCTURE:		
ZONE	WIND AREA	PRESSURE (PSF)
4	10	+35.3 / -38.2
4	20	+33.7 / -36.7
4	50	+31.6 / -34.6
4	100	+30.0 / -33.0
4	500	+26.3 / -29.3
5	10	+35.3 / -47.0
5	20	+33.7 / -44.0
5	50	+31.6 / -39.0
5	100	+30.0 / -36.0
5	500	+26.3 / -29.0

ROOF STRUCTURE (0° TO 7°):		
ZONE	WIND AREA	PRESSURE (PSF)
1	10	+14.3 / -35.3
1	20	+13.4 / -34.4
1	50	+12.3 / -33.2
1	100	+11.4 / -32.3
2	10	+14.3 / -59.2
2	20	+13.4 / -52.9
2	50	+12.3 / -44.5
2	100	+11.4 / -38.2
3	10	+14.3 / -89.0
3	20	+13.4 / -73.8
3	50	+12.3 / -53.5
3	100	+11.4 / -38.2

**4 PROPOSED ROOF PENETRATION PLAN**  
SCALE: 1/4" = 1'-0"

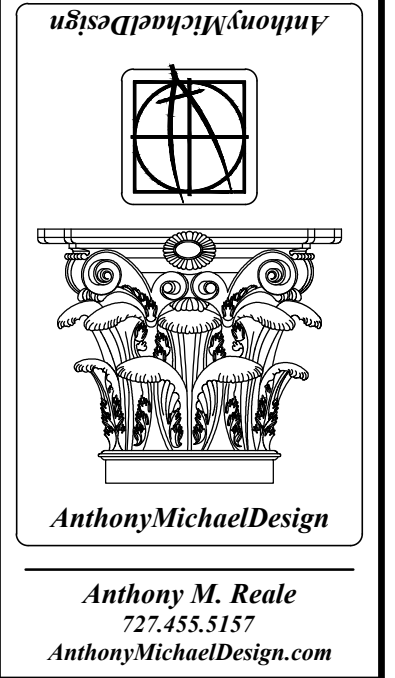
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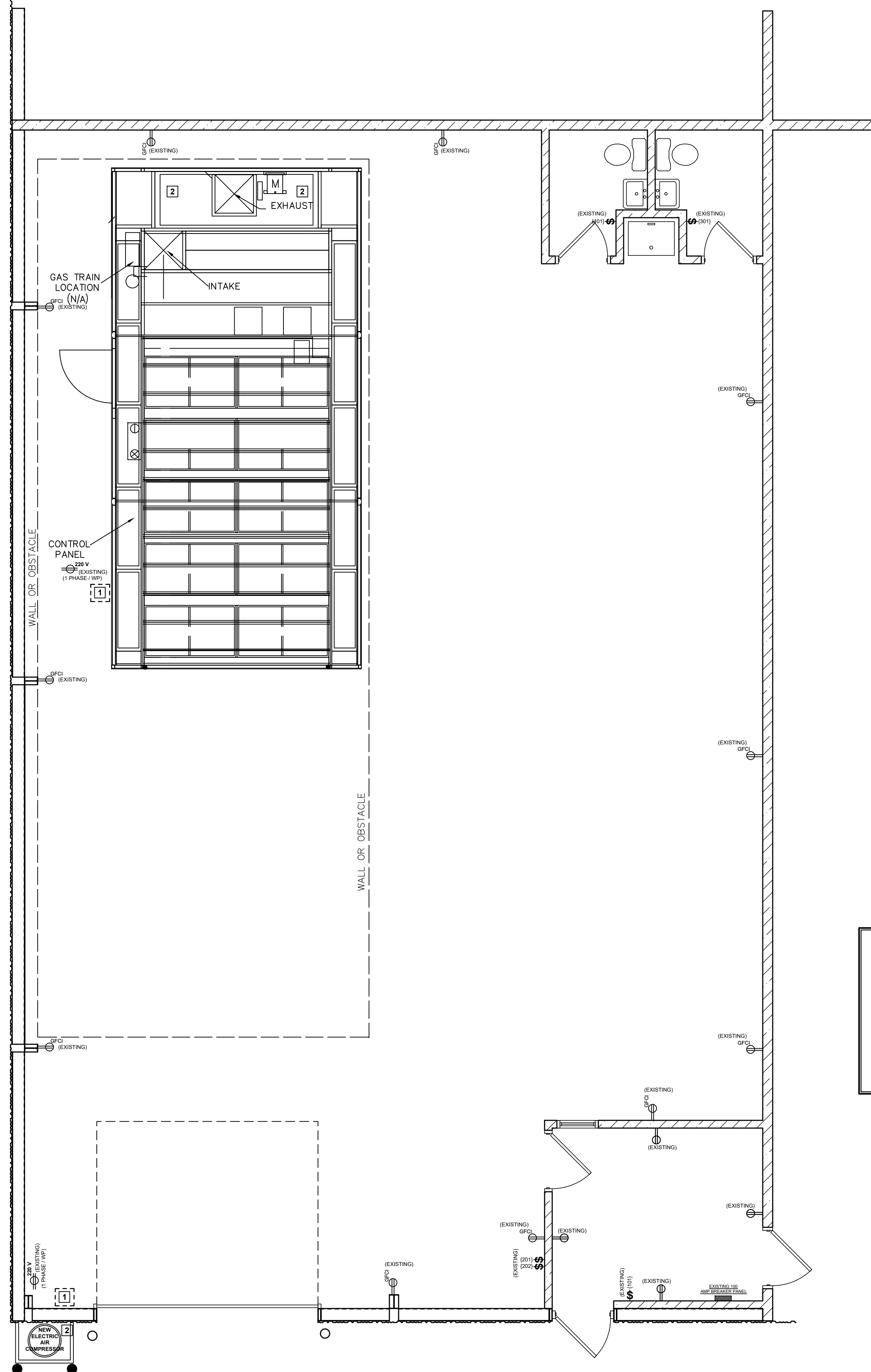
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**5a** PROPOSED ELECTRICAL PLAN  
SCALE: 1/4" = 1'-0"

PROPOSED ELECTRICAL FIXTURE SCHEDULE								
MARK	SIZE			MANUFACTURER	MODEL #	QTY.	ELECTRICAL REQ.	ADDITIONAL NOTES
	LENGTH	HEIGHT	DEPTH					
1	19"	11"	18"	HUANYANG	GT SERIES	2	220V / 15 KW / 20 HP	VARIABLE FREQUENCY DRIVE
2	--	--	--	BALDOR-RELIANCE	M3710T	3	208-230V / 22A-20.2A / 7.5HP / 3PH	460V / 10.1A / 7.5 HP / 3PH
3								

**ELECTRICAL LEGEND**

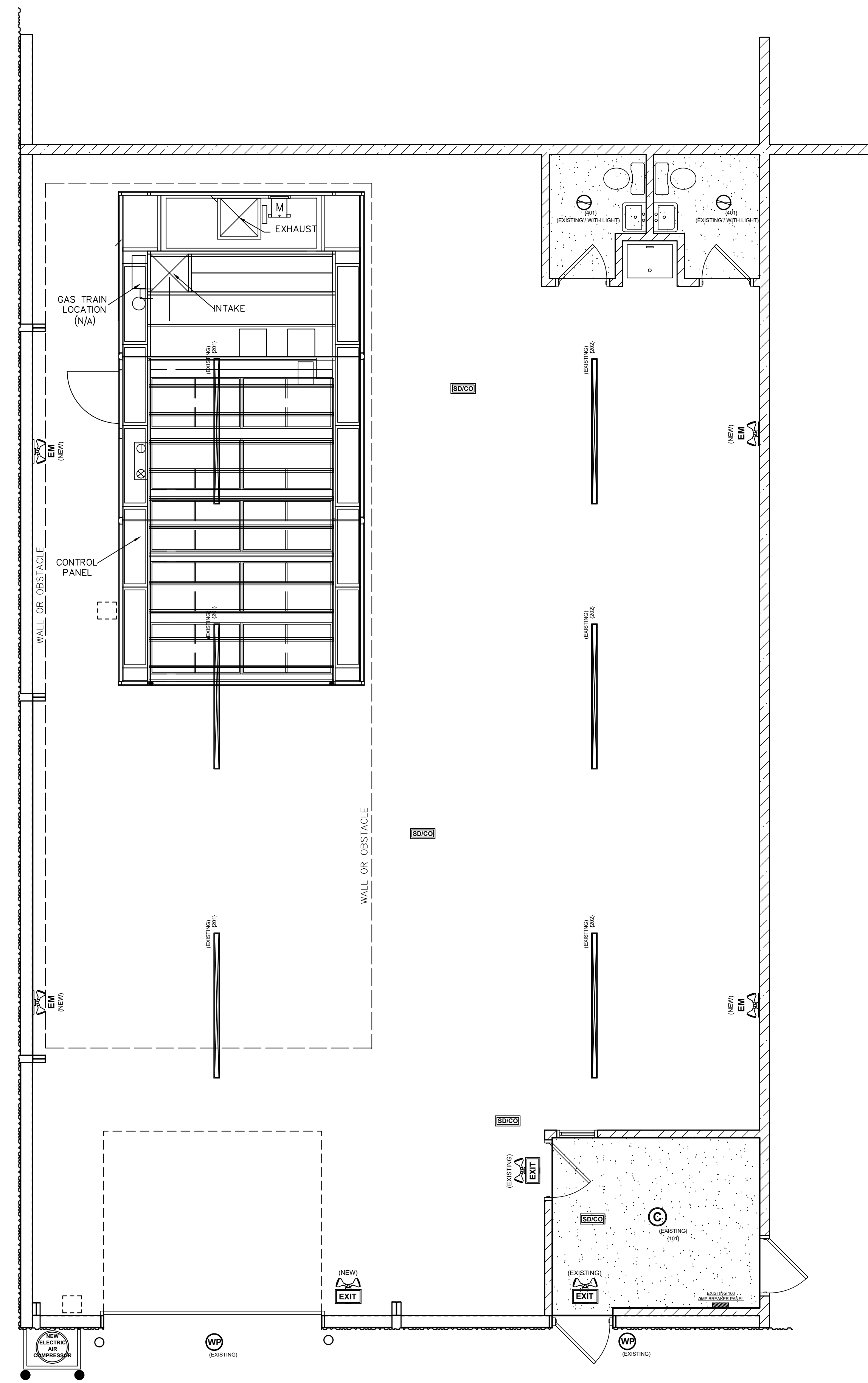
⌚	SINGLE POLE SWITCH	⌚	DATA CONNECTION
⌚	220 V SERVICE	(M/T)	MOTION SENSOR / TIMER (EAVE LOCATION)
⌚	110 V WEATHER PROOF	(D/D)	DUSK UNTIL DAWN (SENSOR)
⌚	110 V GFCI OUTLET	(E)	EXISTING 110V CIRCUIT (NEW DEVICE)
⌚	110 V OUTLET	(R)	EXISTING 110V CIRCUIT (NEW DEVICE / RELOCATED)

**ADDITIONAL ELECTRICAL NOTES:**

- ELECTRICAL TO BE CONTINUATION OF EXISTING SERVICES.
- ALL ELECTRICAL TO FOLLOW NFPA 70 AND NEC 2017.
- ALL RECEPTACLES SHALL BE SERVICED BY MIN. OF 20 AMP BRANCH CIRCUITS. ALL RECEPTACLES NOT TO EXCEED 20 AMP RATING AND SHALL USE 12 GAUGE COPPER WIRE. 15 AMP LIGHTING CIRCUITS TO USE 14 GAUGE COPPER WIRE AND DEVICES SHALL BE RATED FOR 15 AMPS MAX.
- ADDITIONAL SCHEMATICS AND CALCULATIONS TO BE PROVIDED BY ELECTRICAL CONTRACTOR OF RECORD.
- WET LOCATIONS TO BE UPGRADED TO GROUND FAULT PROTECTION. ALL OTHER AREAS TO BE ARC FAULT PROTECTED.

**CEILING LEGEND**

⌚	EXISTING G.C.B. (8'-0") (MODIFY AS NECESSARY)
⌚	EXHAUST FAN (90 CFM)
⌚	CEILING BOX
⌚	(2) X 8'-0" LED LIGHT



**5b** PROPOSED R.C.P. PLANS  
SCALE: 1/4" = 1'-0"

**THE TIME WARP GARAGE PROJECT**  
1448 L AND K BLVD.  
TARPON SPRINGS, FL 34689

PROJECT ENGINEER:  
JUSTIN BOWEN  
CONSULTING ENGINEER  
P.E. LIC. #83399  
PHONE: 727 244 9158



I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN AND FOUND IT TO BE IN COMPLIANCE 2020 (7TH EDITION) FLORIDA BUILDING CODE AND REFERENCED SUPPLEMENTS.

**A.M.D.**  
Residential Design & Precision CAD Graphics

AnthonyMichaelDesign

Anthony M. Reale  
727-455-5157  
AnthonyMichaelDesign.com

PROJECT NOTES:

1	
2	
3	
4	
5	
6	

Drawn By:  
**AMR**

Start Date:  
**08 24 22**

Print Date:  
**V.4**

Sheet Number:  
**A-5**



**RESOLUTION NO. 2022-37**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-92 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW FOR MAJOR VEHICLE REPAIR (VEHICLE PAINT SPRAY BOOTH) AT 1400 L&R INDUSTRIAL BOULEVARD IN UNIT A-1 COMPRISING 2,600 SQUARE FEET MOL, LOCATED IN THE INDUSTRIAL RESTRICTED ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs has received an application for a Conditional Use to allow for a major vehicle repair facility (vehicle paint spray booth) on property located at 1400 L&R Industrial Boulevard, Unit A-1 comprising 2,600 square feet, MOL, located in the Industrial Restricted zoning district; and,

**WHEREAS**, Section of the Comprehensive Zoning and Land Development Code allows major vehicle repair as a conditional use in the Industrial Restricted zoning district; and,

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of September 19, 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 #22-92 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 #22-92 under Resolution 2022-37, requesting Conditional Use approval to allow a major vehicle repair (vehicle paint spray booth) at 1400 L&R Industrial Boulevard in Unit A-1 comprising 2,600 square feet MOL, located in the Industrial Restricted zoning district is approved with the following conditions:

1. Applicant shall obtain all necessary building permits.

**SECTION 3: EFFECTIVE DATE**

This Resolution shall be effective upon adoption.

DRAFT



# Project Administration Department

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

## Memorandum

**Date:** September 27, 2022  
**To:** Mark LeCouris, City Manager  
**From:** Bob Robertson, Project Administration Director *RRP*  
**Subject:** Project Administration Department Reorganization

---

### Summary

A reorganization of the Project Administration Department is proposed to add two (2) new positions and upgrade an existing position.

### Background

The Project Administration Department was created in March 2017. Its primary purpose is to provide technical and administrative support to City Departments for the design and/or construction of City projects.

The Department is seeking to add a new Grant Project Specialist position and to upgrade the Project Supervisor position to an Assistant Director. Also, in anticipation of an increase in construction activity resulting from upcoming grant-funded projects, a second Project Inspector position is proposed to be added to the Department's Organizational Chart to allow for future needs but would be un-filled and un-funded for FY2023.

Details of this proposal are provided herein. This proposal has been reviewed with the Human Resources Department and the Finance Department. The proposed job descriptions are attached to this memorandum in line-and-strike format for review of the proposed changes.

### Schedule

Implementation of this reorganization is proposed to occur concurrent with the hiring of the Grant Project Specialist position.

### Funding

The funding for this proposal has been previously approved by the BOC and is included in the BOC-Approved FY2023 City Budget.

## Existing Project Administration Department Organizational Structure

The Project Administration Department reorganization currently consists of three (3) full time employee positions and is structured as shown on Figure 1. Current pay grades are shown for each position.

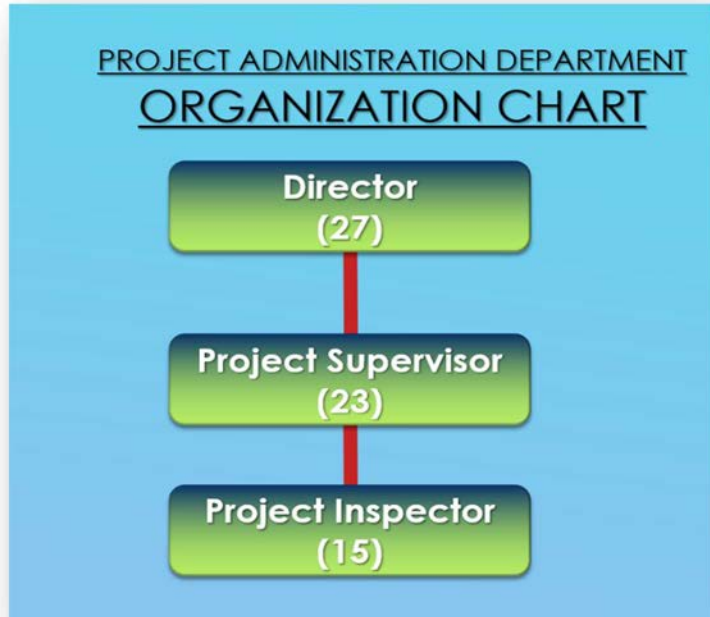


Figure 1 - Existing Department Structure

## Proposed Project Administration Department Organizational Structure

The proposed Project Administration Department reorganization would leave the Director and Project Inspector positions unchanged (green cells). It would add the Grant Project Specialist position, add an un-funded Project Inspector position, and would upgrade the existing Project Supervisor (PG 23) position to an Assistant Director (PG 25). The new personnel would be subordinate to the Assistant Director as shown in the yellow cells on Figure 2. Proposed pay grades are shown for each position.



Figure 2 - Proposed Department Structure

Proposed position changes are summarized below:

- The **Grant Project Specialist** would be added to the department as a new position. The job description would reflect a specialization in grant writing, grant administration, and project management. This position would report to the **Assistant Director**. The pay grade is proposed to be PG 20.
- The second **Project Inspector** position would be added to the organizational chart to address an anticipated future need for additional construction project inspection support. The position is proposed to be un-funded and un-filled, representing a placeholder to address future needs. This position would report to the **Assistant Director**.
- The **Project Supervisor** job description and title would be changed to reflect updated and expanded job duties. The new title would be **Assistant Director**. The pay grade is proposed to be increased from PG 23 to PG 25 to reflect increased responsibility with a recommended 5-percent pay increase for the incumbent employee.

**Funding and Department Salary Allocations:**

As an internal service department, salaries for the Project Administration Department are split between three funding sources in accordance with average project workload. The allocations are designed as shown in the table below. No change is proposed for this funding allocation.

	<i>Account Number</i>	<i>Fund Allocation</i>
Water/Sewer	402-5001-536-12.00	52%
Stormwater	406-5001-536-12.00	19%
General Fund	001-5001-519.12.00	29%
Total		100%

**Cost Impact:**

The following table shows the cost impact associated with this proposed reorganization. These values were presented to the BOC at the Aug 18, 2022 Budget Workshop and received consensus approval. Also, these values are included in the FY2023 budget, approved at the Sept. 26, 2022 BOC Special Session\*.

	<i>FY23 Original Budget</i>	<i>FY23 BOC- Approved Budget*</i>	<b>Net Increase</b>		
			<b>Salaries</b>	<b>Benefits</b>	<b>Total Increase (BOC- Approved)</b>
Salary Allocations					
Water/Sewer	\$135,158	\$169,362	\$34,204	\$8,859	\$43,063
Stormwater	\$49,385	\$61,883	\$12,498	\$3,237	\$15,735
General Fund	\$75,377	\$94,452	\$19,075	\$4,940	\$24,016
Totals	\$259,920	\$325,697	\$65,777	\$17,036	\$82,814



**CITY OF TARPON SPRINGS  
JOB DESCRIPTION**

**JOB TITLE:** GRANT PROJECT SPECIALIST  
**DEPARTMENT:** PROJECT ADMINISTRATION  
**REPORTS TO:** PROJECT ADMINISTRATION ASSISTANT DIRECTOR  
**DEPT. HEAD:** PROJECT ADMINISTRATION DIRECTOR  
**FLSA STATUS:** EXEMPT  
**CIVIL SERVICE:** YES  
**LAST REVISION:** SEPTEMBER 2022

**GENERAL STATEMENT OF JOB**

This is very responsible technical, contract administration, grants administration, and project management work that involves grant writing, procurement administration, project management, project execution, supervision of assigned staff, and technical evaluation of construction contracts, project plans, and project activities. Employees in this classification take responsibility for grant project planning, grant and project contract administration, and construction oversight processes including assignments with potentially complex and diversified projects involving grant writing, grant management, project design, construction, and review. Employees are expected to exercise considerable independent judgment in resolving problems and supervising technical activities. Assists the Project Administration Director and Assistant Director with various administrative functions of the department as assigned.

**ESSENTIAL FUNCTIONS**

1. TECHNICAL AND ADMINISTRATIVE DUTIES
  - 1.1. Coordinates and supervises phases of grant contract administration including grant applications, grant tracking, and all phases of project management. .
  - 1.2. Performs and supervises preparation of grant applications, project change orders, manages inspections, documents plan changes, prepares status reports, and evaluates technical matters.
  - 1.3. Coordinates the combining of Requests for Proposals (RFP), Work Change Directives (WCD) and Additional Work Authorizations (AWA) into Request for Change Orders (RCO); assembles related documentation, prepares Request for Change Order packages and obtains agreement from City officials, contractors, and grant agencies (when applicable).
  - 1.4. Negotiates, administers, and tracks grant through the application process, project execution, and grant reimbursement processes where applicable.
  - 1.5. Negotiates, administers, and tracks project change orders related to the contract from initiation through completion including cost and time impacts, and negotiates changes in contract time and cost.
  - 1.6. Reviews and approves engineers design plans and contractors' construction work plans to ensure that conformance with grant and contract requirements.
  - 1.7. Performs or supervises inspection of construction projects, scheduling of compliance testing, tracks/controls costs, coordinates utility matters, and interacts with the public on project related matters.
  - 1.8. Makes technical investigations, prepares administrative/technical reports on findings and assigns or delegates specific duties to subordinates and others on assigned projects.

- 1.9. Supervises and inspects contracts and construction and confers with contractors and other parties to ensure City standards and grant requirements are met.
- 1.10. Conducts a Preconstruction Conference attended by the city, engineer, general contractor and/or affected parties on field construction to establish a common understanding of the scope and objectives of projects.
- 1.11. Evaluates requests for material/equipment substitution made under the contract or project.
- 1.12. Reviews, reconciles discrepancies, and approves the Contractor's Schedule of Values (cost breakdown) to establish a reasonably balanced distribution of costs to the various elements of the total construction to serve as a basis for progress payments and determination of cost impact of changes including documenting reasons related to any discrepancies between the estimated costs versus actual costs.
- 1.13. Identifies tentative date of substantial completion; prepares, and issues Certificate of Substantial Completion with a list of stated qualifications (punch list).
- 1.14. Obtains concurrence of city and contractor with date of substantial completion and punch list, and issues Certificate of Substantial Completion with definitive date of substantial completion.
- 1.15. Receives, reviews, and renders professional and technical determinations on entitlement and magnitude of entitlement in response to written notifications of claims made by either the contractor or the county in accordance with applicable contracts, regulations, and provisions.
- 1.16. Coordinates, conducts, and documents inspections and final acceptance by city officials or delegates to subordinates.
- 1.17. Assists the Project Administration Director or Assistant Director with various administrative functions of the department as assigned.
- 1.18. Performs related work as assigned or required.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- 2.1. Knowledge of the principles, techniques and practices of grant writing, grant tracking, and grant conformance.
- 2.2. Knowledge of the principles and practices of general engineering practice and project management
- 2.3. Skill in the use of engineering instruments and equipment and ability to utilize related computer applications.
- 2.4. Ability to perform project planning functions, project management, grant administration, and construction contract administration.
- 2.5. Ability to apply computer applications and software.

### **ADMINISTRATIVE FUNCTIONS**

- 3.1. Communicates and interacts effectively with project stakeholders, including City staff and the public by telephone, fax machine, email, virtual meetings, and in-person coordination to assist in all aspects of project management.
- 3.2. Corresponds with the general public; explains projects to citizens.

- 3.3. Receives, drafts, prepares, completes, files, reviews, and/or submits records and documents including reports, surveys, plans, calculations, projections, easements, spreadsheets, charts, and general office correspondence.

**QUALIFICATIONS:**

**EDUCATION / EXPERIENCE**

Six (6) years grant-writing, engineering, public administration, or construction management, contract administration or directly related experience that grant-writing and project management experience or project management training, or;

Bachelor’s degree in engineering, public administration, construction management, contract administration or related field and 3 years’ experience as described above.

**LICENSURE / CERTIFICATIONS**

Valid Florida Driver's License.

Projects Management Certification, such as PMP, is preferred

Other highly desirable knowledge, skills, abilities, and credentials relevant to a position.

An equivalent combination of education, experience, and professional licensure / certifications may be considered by the City.

**ADMINISTRATIVE SKILLS**

Computer Skills

Input data into computer programs  
Use computer packages to prepare graphics/charts  
Use computerized spreadsheets to conduct analysis

Communication Skills

Answer telephones.  
Compose letters.  
Coordinate events.  
Coordinate meetings

**GENERAL OFFICE EQUIPMENT/MACHINERY OPERATIONS**

Personal computer	Photocopier	Motor vehicle operations
Calculator	Fax	Microfiche or microfilm
Balance figures	Compile Statistics	Maintain filing systems
Maintain Logs	Proofread documents	Research information
Develop office procedures	Establish filing systems	Graphic Presentations
Computer peripheral equipment	Smart phone	Video Conferencing

**WORKING CONDITIONS/ENVIRONMENT**

Contact with persons under a wide variety of circumstances.

Occasionally subjected to irregular hours.

Subject to varying and unpredictable situations.

Subject to many interruptions.

Occasional pressure due to multiple calls and inquiries.

Local travel required.

Occasional on-call duty required, rare after-hours response required

The work environment/conditions characteristics described herein are representative of those an employee encounters while performing the essential functions of this job and are not an all-inclusive list.

**WORKING ENVIRONMENT**

The work environment/conditions characteristics described herein are representative of those an employee encounters while performing the essential functions of this job and are not an all inclusive list.

**PHYSICAL DEMANDS:** The following list is not exhaustive; it merely provides some of the physical duties of the position.

REQUIRES FULL RANGE OF BODY MOTION INCLUDING:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
Sit			✓	
Stand			✓	
Walk			✓	
Bend			✓	
Squat		✓		
Crawl		✓		
Climb height <u>20</u> ft.		✓		
Reach above shoulder level		✓		
Crouch		✓		
Balance		✓		
Kneel		✓		
Verbal Communications				✓
Written Communications				✓
Hearing ordinary conversation				✓
Near & Far Acuity-ability to see clearly at 20 inches or less and 20 feet or more				✓
Peripheral Vision, Distinguish colors, and Depth Perception				✓

REQUIRES COORDINATION FOR REPETITIVE ACTION:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
In simple grasping: Right			✓	
Left			✓	
In firm grasping: Right			✓	
Left			✓	
In fine manipulating: Right			✓	
Left			✓	
In operating foot controls Right			✓	
Left		✓		

JOB REQUIRES ABILITY TO LIFT AND CARRY AND PUSH AND PULL:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
Up to 24 lbs.		✓		
Over 24 lbs.		✓		





**CITY OF TARPON SPRINGS  
JOB DESCRIPTION**

**JOB TITLE:** GRANT PROJECT SPECIALIST  
**DEPARTMENT:** PROJECT ADMINISTRATION  
**REPORTS TO:** PROJECT ADMINISTRATION ASSISTANT DIRECTOR  
**DEPT. HEAD:** PROJECT ADMINISTRATION DIRECTOR  
**FLSA STATUS:** EXEMPT  
**CIVIL SERVICE:** YES  
**LAST REVISION:** SEPTEMBER 2022

**GENERAL STATEMENT OF JOB**

This is very responsible technical, contract administration, grants administration, and project management work that involves grant writing, procurement administration, project management, project execution, supervision of assigned staff, and technical evaluation of construction contracts, project plans, and project activities. Employees in this classification take responsibility for grant project planning, grant and project contract administration, and construction oversight processes including assignments with potentially complex and diversified projects involving grant writing, grant management, project design, construction, and review. Employees are expected to exercise considerable independent judgment in resolving problems and supervising technical activities. Assists the Project Administration Director and Assistant Director with various administrative functions of the department as assigned.

**ESSENTIAL FUNCTIONS**

1. TECHNICAL AND ADMINISTRATIVE DUTIES
  - 1.1. Coordinates and supervises phases of grant contract administration including grant applications, grant tracking, and all phases of project management. .
  - 1.2. Performs and supervises preparation of grant applications, project change orders, manages inspections, documents plan changes, prepares status reports, and evaluates technical matters.
  - 1.3. Coordinates the combining of Requests for Proposals (RFP), Work Change Directives (WCD) and Additional Work Authorizations (AWA) into Request for Change Orders (RCO); assembles related documentation, prepares Request for Change Order packages and obtains agreement from City officials, contractors, and grant agencies (when applicable).
  - 1.4. Negotiates, administers, and tracks grant through the application process, project execution, and grant reimbursement processes where applicable.
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- 1.16. Coordinates, conducts, and documents inspections and final acceptance by city officials or delegates to subordinates.
- 1.17. Assists the Project Administration Director or Assistant Director with various administrative functions of the department as assigned.
- 1.18. Performs related work as assigned or required.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- 2.1. Knowledge of the principles, techniques and practices of grant writing, grant tracking, and grant conformance.
- 2.2. Knowledge of the principles and practices of general engineering practice and project management
- 2.3. Skill in the use of engineering instruments and equipment and ability to utilize related computer applications.
- 2.4. Ability to perform project planning functions, project management, grant administration, and construction contract administration.
- 2.5. Ability to apply computer applications and software.

### **ADMINISTRATIVE FUNCTIONS**

- 3.1. Communicates and interacts effectively with project stakeholders, including City staff and the public by telephone, fax machine, email, virtual meetings, and in-person coordination to assist in all aspects of project management.
- 3.2. Corresponds with the general public; explains projects to citizens.

- 3.3. Receives, drafts, prepares, completes, files, reviews, and/or submits records and documents including reports, surveys, plans, calculations, projections, easements, spreadsheets, charts, and general office correspondence.

**QUALIFICATIONS:**

**EDUCATION / EXPERIENCE**

Six (6) years grant-writing, engineering, public administration, or construction management, contract administration or directly related experience that grant-writing and project management experience or project management training, or;

Bachelor’s degree in engineering, public administration, construction management, contract administration or related field and 3 years’ experience as described above.

**LICENSURE / CERTIFICATIONS**

Valid Florida Driver's License.

Projects Management Certification, such as PMP, is preferred

Other highly desirable knowledge, skills, abilities, and credentials relevant to a position.

An equivalent combination of education, experience, and professional licensure / certifications may be considered by the City.

**ADMINISTRATIVE SKILLS**

Computer Skills

- Input data into computer programs
- Use computer packages to prepare graphics/charts
- Use computerized spreadsheets to conduct analysis

Communication Skills

- Answer telephones.
- Compose letters.
- Coordinate events.
- Coordinate meetings

**GENERAL OFFICE EQUIPMENT/MACHINERY OPERATIONS**

- |                               |                          |                          |
|-------------------------------|--------------------------|--------------------------|
| Personal computer             | Photocopier              | Motor vehicle operations |
| Calculator                    | Fax                      | Microfiche or microfilm  |
| Balance figures               | Compile Statistics       | Maintain filing systems  |
| Maintain Logs                 | Proofread documents      | Research information     |
| Develop office procedures     | Establish filing systems | Graphic Presentations    |
| Computer peripheral equipment | Smart phone              | Video Conferencing       |

**WORKING CONDITIONS/ENVIRONMENT**

- Contact with persons under a wide variety of circumstances.
- Occasionally subjected to irregular hours.
- Subject to varying and unpredictable situations.
- Subject to many interruptions.
- Occasional pressure due to multiple calls and inquiries.
- Local travel required.
- Occasional on-call duty required, rare after-hours response required
- The work environment/conditions characteristics described herein are representative of those an employee encounters while performing the essential functions of this job and are not an all-inclusive list.

**WORKING ENVIRONMENT**

The work environment/conditions characteristics described herein are representative of those an employee encounters while performing the essential functions of this job and are not an all inclusive list.

**PHYSICAL DEMANDS:** The following list is not exhaustive; it merely provides some of the physical duties of the position.

REQUIRES FULL RANGE OF BODY MOTION INCLUDING:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
Sit			✓	
Stand			✓	
Walk			✓	
Bend			✓	
Squat		✓		
Crawl		✓		
Climb height <u>20</u> ft.		✓		
Reach above shoulder level		✓		
Crouch		✓		
Balance		✓		
Kneel		✓		
Verbal Communications				✓
Written Communications				✓
Hearing ordinary conversation				✓
Near & Far Acuity-ability to see clearly at 20 inches or less and 20 feet or more				✓
Peripheral Vision, Distinguish colors, and Depth Perception				✓

REQUIRES COORDINATION FOR REPETITIVE ACTION:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
In simple grasping: Right			✓	
Left			✓	
In firm grasping: Right			✓	
Left			✓	
In fine manipulating: Right			✓	
Left			✓	
In operating foot controls Right			✓	
Left		✓		

JOB REQUIRES ABILITY TO LIFT AND CARRY AND PUSH AND PULL:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
Up to 24 lbs.		✓		
Over 24 lbs.		✓		





**CITY OF TARPON SPRINGS  
JOB DESCRIPTION**

**JOB TITLE:** PROJECT ADMINISTRATION ASSISTANT DIRECTOR  
**DEPARTMENT:** PROJECT ADMINISTRATION  
**REPORTS TO:** PROJECT ADMINISTRATION DIRECTOR  
**DEPT. HEAD:** PROJECT ADMINISTRATION DIRECTOR  
**FLSA STATUS:** EXEMPT  
**CIVIL SERVICE:** YES  
**LAST REVISION:** SEPTEMBER 2022

**GENERAL STATEMENT OF JOB**

Under general direction of the Director, provides senior-level administrative and technical support to the Director and the City Manager as the leader or manager of assigned projects, programs, and services through the supervision and direction of resources, including subordinate personnel. The position will have overall operational and management responsibility in completing simultaneous assigned projects and services and will serve as the secondary point of contact and spokesperson on behalf of the Director or City Manager for projects as assigned. Day-to-day collaboration will be required with all members of the staff to ensure the organization is able to achieve its objectives. In addition, the Project Administration Assistant Director will work closely with stakeholders from both within and outside of the community to develop consensus and successful implementation. Work is carried out with wide latitude for independent judgment and initiative. Assists the Project Administration Director with various administrative functions of the department as assigned. Shall serve as Acting Department Director in the Director's absence, reporting to the City Manager, and performing all appropriate duties and responsibilities of the Director's position as needed or assigned.

**ESSENTIAL FUNCTIONS**

1. TECHNICAL AND ADMINISTRATIVE DUTIES
  - 1.1. Serves as the Acting Department Director when the Director is unavailable.
  - 1.2. Coordinates and supervises phases of grant and contract administration including construction reviews of public works, infrastructure, and other capital improvement contracts, project records, and payment requests.
  - 1.3. Performs and supervises preparation of grant project applications, change orders, manages inspections, documents plan changes, prepares status reports, and evaluates technical matters including inspection processes.
  - 1.4. Coordinates the combining of Requests for Proposals (RFP), Work Change Directives (WCD) and Additional Work Authorizations (AWA) into Request for Change Orders (RCO); assembles related documentation, prepares Request for Change Order packages and obtains agreement from county and contractor officials.
  - 1.5. Negotiates, administers, and tracks approved project change orders related to the contract from initiation through completion including cost and time impacts, and negotiates changes in contract time and cost.
  - 1.6. Reviews and approves contractors' construction work plans to determine that the contractor has accounted for the scheduling of all significant components of the total construction or project and that the effort has sequenced activity to conform to contract requirements.

- 1.7. Performs inspection of construction projects, scheduling of compliance testing, tracks/controls costs, coordinates utility matters, and interacts with the public on project related matters.
  - 1.8. Makes technical investigations, prepares administrative/technical reports on findings and assigns or delegates specific duties to subordinates and others on assigned projects.
  - 1.9. Supervises and inspects contracts and construction and confers with contractors and other parties to ensure county standards are met.
  - 1.10. Conducts a Preconstruction Conference attended by the city, engineer, general contractor and affected parties on field construction to establish a common understanding of the scope and objectives of projects.
  - 1.11. Evaluates requests for material/equipment substitution made under the contract or project.
  - 1.12. Reviews, reconciles discrepancies, and approves the Contractor's Schedule of Values (cost breakdown) to establish a reasonably balanced distribution of costs to the various elements of the total construction to serve as a basis for progress payments and determination of cost impact of changes including documenting reasons related to any discrepancies between the estimated costs versus actual costs.
  - 1.13. Identifies tentative date of substantial completion; prepares, and issues Certificate of Substantial Completion with a list of stated qualifications (punch list).
  - 1.14. Obtains concurrence of city and contractor with date of substantial completion and punch list, and issues Certificate of Substantial Completion with definitive date of substantial completion.
  - 1.15. Receives, reviews, and renders professional and technical determinations on entitlement and magnitude of entitlement in response to written notifications of claims made by either the contractor or the county in accordance with applicable contracts, regulations, and provisions.
  - 1.16. Coordinates, conducts, and documents inspections and final acceptance by city officials.
  - 1.17. Serves as initial responder for after-hours emergencies for division – subject to being on call.
  - 1.18. Assists the Project Administration Director with various administrative functions of the department as assigned.
  - 1.19. Performs related work as assigned or required.
2. SUPERVISORY (FOR ASSIGNED STAFF OR SITUATIONS):
- 2.1. Serves as primary point of contact for the Project Administration Director related to projects supervision and grant funding applications and grant project administration.
  - 2.2. Ensures effective processes are in place and followed for projects communication among involved City departments, City leadership, project stakeholders, and the public.
  - 2.3. Supervises subordinate Department personnel, including Project Inspectors, Grant Project Specialists, and others as assigned.
  - 2.4. Coordinates staff activities, instructing, scheduling, assigning, inspecting, reviewing and planning work of others.
  - 2.5. Maintains standards and ensures proper safety practices and precautions, allocates personnel.

- 2.6. Assists Director with employee problems, selecting new employees and recommending transfers, promotions, disciplinary actions, discharges and salary increases.
- 2.7. Shall serve as Acting Department Director in the Director's absence, reporting to the City Manager, and performing all appropriate duties and responsibilities of the Director's position as needed or assigned.
- 2.8. Provides training, including presentations or demonstrations to staff as assigned.
- 2.9. Assists Director with emergency response planning and other emergency or after-hours operations as assigned and coordinates these efforts with subordinates as required.
- 2.10. Works for growth and advancement within the profession encouraging participation in professional associations and training/licensing programs for the Assistant Director position and for subordinates.
- 2.11. Required to emulate a working environment conducive to positive morale, individual style, quality, creativity, and teamwork.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- 3.1. Knowledge of the principles and practices of project management, grant administration, and engineering.
- 3.2. Knowledge of the principles, techniques and practices of topographic or hydrographic surveying, land surveying and traffic management practices.
- 3.3. Knowledge of modern development, current literature and sources of information on engineering and public works design, construction, operations and maintenance.
- 3.4. Ability to perform grant writing, grant administration, project planning functions, project management, and administer construction contracts.
- 3.5. Ability to apply computer applications and software.
- 3.6. Ability to develop and supervise major roadway, structural, water supply and sanitary sewerage projects and the work of assigned subordinates.

### **ADMINISTRATIVE FUNCTIONS**

- 4.1. Communicates and interacts effectively with project stakeholders, including City staff and the public by telephone, fax machine, email, video conference, and in person in order to assist in all aspects of project management.
- 4.2. Corresponds with the general public; explains projects to citizens.
- 4.3. Receives, drafts, prepares, completes, files, reviews, and/or submits records and documents including reports, surveys, plans, calculations, projections, easements, spreadsheets, charts, and general office correspondence.

### **QUALIFICATIONS:**

#### **EDUCATION / EXPERIENCE**

Six (6) years engineering or construction management, contract administration, public administration or directly related experience s that includes supervision or supervisory training and project management experience or project management training, or

Bachelor's degree in engineering, construction management, public administration, or related field with a basic understanding of the use of Computer Automated Drafting (CAD) systems and 3 years' experience as described above; or

### **LICENSURE / CERTIFICATIONS**

Valid Florida Driver's License.

Projects Management Certification, such as PMP, is preferred

Other highly desirable knowledge, skills, abilities, and credentials relevant to a position.

An equivalent combination of education, experience, and professional licensure / certifications may be considered by the City.

### **ADMINISTRATIVE SKILLS**

#### **Computer Skills**

Input data into computer programs

Use computer packages to prepare graphics/charts

Use computerized spreadsheets to conduct analysis

#### **Communication Skills**

Answer telephones.

Compose letters.

Coordinate events.

Coordinate meetings

### **GENERAL OFFICE EQUIPMENT/MACHINERY OPERATIONS**

Personal computer

Calculator

Balance figures

Maintain Logs

Develop office procedures

Computer peripheral equipment

Photocopier

Fax

Compile Statistics

Proofread documents

Establish filing systems

Smart phone

Motor vehicle operations

Microfiche or microfilm

Maintain filing systems

Research information

Graphic Presentations

Video Conferencing

### **WORKING CONDITIONS/ENVIRONMENT**

Contact with persons under a wide variety of circumstances.

Occasionally subjected to irregular hours.

Subject to varying and unpredictable situations.

Subject to many interruptions.

Occasional pressure due to multiple calls and inquiries.

Local travel required.

On call duty required, occasional after-hours response required

The work environment/conditions characteristics described herein are representative of those an employee encounters while performing the essential functions of this job and are not an all-inclusive list.

**WORKING ENVIRONMENT**

The work environment/conditions characteristics described herein are representative of those an employee encounters while performing the essential functions of this job and are not an all inclusive list.

**PHYSICAL DEMANDS:** The following list is not exhaustive; it merely provides some of the physical duties of the position.

REQUIRES FULL RANGE OF BODY MOTION INCLUDING:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
Sit			✓	
Stand			✓	
Walk			✓	
Bend			✓	
Squat		✓		
Crawl		✓		
Climb height 20 ft.		✓		
Reach above shoulder level		✓		
Crouch		✓		
Balance		✓		
Kneel		✓		
Verbal Communications				✓
Written Communications				✓
Hearing ordinary conversation				✓
Near & Far Acuity-ability to see clearly at 20 inches or less and 20 feet or more				✓
Peripheral Vision, Distinguish colors, and Depth Perception				✓

REQUIRES COORDINATION FOR REPETITIVE ACTION:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
In simple grasping: Right			✓	
Left			✓	
In firm grasping: Right			✓	
Left			✓	
In fine manipulating: Right			✓	
Left			✓	
In operating foot controls Right			✓	
Left		✓		

JOB REQUIRES ABILITY TO LIFT AND CARRY AND PUSH AND PULL:

	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUOUSLY
Up to 24 lbs.		✓		



Over 24 lbs.		✓		
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**JOB LOCATION:**

City Hall, frequent local field investigations and meetings.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

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

## RESOLUTION No. 2022-38

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING CHANGES IN THE ORGANIZATION OF THE PROJECT ADMINISTRATION DEPARTMENT, INCLUDING THE RECLASSIFICATION OF A POSITION, ADDING TWO POSITIONS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City of Tarpon Springs desires to provide the most effective and efficient services to the public; and

**WHEREAS**, conditions, trends and needs evolve within the Organization and review and assessment of staffing resources is important to ensure continued success; and

**WHEREAS**, such staffing review and assessment takes into account the most effective organization for operational efficiency; and,

**WHEREAS**, the City Manager recommends that the proposed change be made to the City's organizational structure in order to maintain responsive and efficient services; and

**WHEREAS**, it is requested that the Board of Commissioners approve the change as recommended.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:**

**Section 1.** Pursuant to the requirements of Section 16 (d) of the Charter of the City of Tarpon Springs, the City Manager does hereby recommend and the Board of Commissioners does hereby approve, certain change in the City's organization, as detailed in the memorandum attached hereto and incorporated herein by reference.

**Section 2.** This resolution shall be effective upon adoption and the Department reorganization shall take effect upon the hiring of the newly proposed Grant Project Specialist position.



**MEMORANDUM**

**To:** Mayor and Board of Commissioners

**From:** Renea Vincent, Planning Director, AICP, CPM

**Through:** Mark LeCouris, City Manager

**Date:** BOC Regular Session October 25, 2022

**Subject:** **Resolution #22-43 Expressing support for Transportation Alternatives grant applications for bicycle and pedestrian improvement projects to better connect schools and parks.**

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**BACKGROUND:**

The Transportation Alternatives (TA) Program uses federal funds to construct pedestrian and bicycle projects, as well as infrastructure to improve non-car access to transit. Forward Pinellas reviews applications and provides recommendations to the Florida Department of Transportation (FDOT) for jurisdictions in Pinellas County. Each jurisdiction may submit up to three project applications for funding consideration. Applications are due November 10, 2022. Projects selected through this competitive process will be advanced to FDOT in priority order for funding consideration in the summer of 2023. The City is seeking to submit two applications:

- 1) Project Development and Preliminary Design of a continuous bicycle and pedestrian facility within the W. Klosterman Road, Carlton Road, W. Curlew Place, Florida Avenue, Gulf Road, Sunset Drive and Howard Park Causeway rights-of-way.
- 2) Design and construction of safety improvements on existing Disston Avenue and feasibility analyses for multimodal use in the quarter-mile gap section.

The City is seeking to apply for grant funding to develop an actionable design to provide continuous bicycle and pedestrian facilities from the existing Pinellas Trail at E. Klosterman Road to the communities, parks, and schools to the west. Conceptually, the project would extend approximately 4.4 miles from its southern and eastern terminus at the Pinellas Trail and E. Klosterman Road to the west and north utilizing the W. Klosterman Road, Carlton Road, Curlew Place, S. Florida Avenue, Gulf Road, N. Florida Avenue, Sunset Drive and Howard Park Causeway rights-of-way. The proposed project would connect the existing Pinellas Trail to Sunset Beach Park, Fred Howard Park, Tarpon Springs High School, Sunset Elementary School, Tarpon Springs Middle School, and Riverside Park to the west and would improve connectivity to St. Petersburg College Tarpon Springs Campus and A. L. Anderson Park to the east.

The City is also seeking to apply for grant funding to implement the safety improvements in the Disston Avenue Complete Streets Concept Plan Final Report to improve bicycle and pedestrian mobility in the corridor, and improve access to Tarpon Springs Elementary, Tarpon Springs Fundamental Elementary School, Cops n' Kids and Dorsett Park. The grant would also fund technical/engineering investigations of the Disston Avenue "gap" area to provide additional information per the Board's direction at their May 24, 2022 meeting during discussion of the Disston Avenue Complete Streets Concept Plan.

The maximum possible grant award for each of the above two projects is \$3 million. City staff is currently working on the engineer's estimate of construction costs to support the request amount. Staff currently anticipates a request of approximately \$1 million for each project. If selected, the City would enter into an agreement with Forward Pinellas, Pinellas County, and FDOT. When grant funding is awarded, the City will issue a Request for Proposals for professional services. No matching funds are required, however; the City will provide in-kind services such as staff time, meeting space, materials, and resources for community engagement.

Caroline Lanford, Principal Planner, will be in attendance to answer any questions about the proposed projects.



**ATTACHMENTS:**

1. Resolution 22-43
2. Proposed Scope of Work "Sunset Connector"
3. Proposed Scope of Work "Disston Avenue Safety Improvements Implementation"
4. Disston Avenue Complete Streets Concept Plan Final Report

**RESOLUTION NO. 2022-43**

**A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA BOARD OF COMMISSIONERS EXPRESSING ITS SUPPORT FOR TRANSPORTATION ALTERNATIVES GRANT APPLICATIONS FOR BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECTS TO BETTER CONNECT SCHOOLS AND PARKS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City seeks to provide a safe, convenient, and efficient multimodal transportation system that serves to increase mobility and improve the quality of life for residents of Tarpon Springs; and,

**WHEREAS**, the City of Tarpon Springs is committed to working collaboratively with Forward Pinellas and partner agencies to identify and implement projects and programs that reduce the potential for traffic-related injuries and deaths; and,

**WHEREAS**, the Advantage Pinellas Long Range Transportation Plan and the City of Tarpon Springs Comprehensive Plan identify bicycle and pedestrian deficiencies in the City of Tarpon Springs; and,

**WHEREAS**, the City supports the implementation of projects to address bicycle and pedestrian deficiencies and better connect schools and parks; and,

**WHEREAS**, the Forward Pinellas Advantage Pinellas Long Range Transportation Plan includes the Klosterman Road, Carlton Road, W. Curlew Place, Florida Avenue, Gulf Road, Sunset Drive and Fred Howard Causeway, and Disston Avenue rights-of-way in the Active Transportation Vision Map for future bike lanes and/or community trails; and,

**WHEREAS**, the City of Tarpon Springs Board of Commissioners directed staff to proceed with the implementation of safety improvements identified in the Disston Avenue Complete Streets Concept Plan Final Report and continue engineering investigations of the feasibility of a multimodal connection in the one-quarter mile gap segment of Disston Avenue; and,

**WHEREAS**, funds are available to municipalities from Forward Pinellas and the Florida Department of Transportation through the Transportation Alternatives Program; and,

**WHEREAS**, the City of Tarpon Springs wishes to receive grant funds for bicycle and pedestrian improvement projects that better connect the community with schools and parks in these corridors.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:**

**SECTION 1:** That the Tarpon Springs Planning and Zoning Director is authorized to proceed with the application process with Forward Pinellas for Transportation Alternatives Program for bicycle and pedestrian improvement projects.

**SECTION 2:** That the Board of Commissioners of the City of Tarpon Springs, Florida, hereby affirms its support of project development for bicycle and pedestrian improvements to better connect schools and parks within the existing rights-of-way of Klosterman Road, Carlton Road, W. Curlew Place, Florida Avenue, Gulf Road, Sunset Drive and Fred Howard Causeway, and Disston Avenue.



**SECTION 3:** This Resolution shall become effective immediately upon adoption.

**BE IT FURTHER RESOLVED** that a copy of this resolution will be transmitted to Forward Pinellas.

**Exhibit A**  
**SCOPE OF WORK**  
**Sunset Connector**  
**Project Development and Design**

**I. PURPOSE AND NEED**

Develop an actionable design to provide continuous bicycle and pedestrian facilities from the existing Pinellas Trail at E. Klosterman Road to the communities, parks, and schools to the west in the City of Tarpon Springs, Florida. Conceptually, the project would extend approximately 4.4 miles from its southern and eastern terminus at the Pinellas Trail and E. Klosterman Road to the west and north utilizing the W. Klosterman Road, Carlton Road, Curlew Place, S. Florida Avenue, Gulf Road, N. Florida Avenue, Sunset Drive and Howard Park Causeway rights-of-way. The proposed project would connect the existing Pinellas Trail to Sunset Beach Park, Fred Howard Park, Tarpon Springs High School, Sunset Elementary School, Tarpon Springs Middle School, and Riverside Park to the west and would improve connectivity to St. Petersburg College Tarpon Springs Campus and A. L. Anderson Park to the east.

The City of Tarpon Springs, Pinellas County, and Forward Pinellas have identified the need to address multimodal transportation deficiencies west of Alternate US Highway 19 (Alt 19) in the Long Range Transportation Plan and the City’s Comprehensive Plan. Plans for improvements have been included in these guiding documents for many years. This project is needed to improve multimodal access between the east and west sides of the City of Tarpon Springs and better connect the community to schools and parks on the west side of Alt 19.

The City of Tarpon Springs initiated a Comprehensive Plan update process in 2021. During this process, many residents on the west side of Alt 19 expressed a need for safer, more comfortable bicycle and pedestrian access to the Pinellas Trail. Residents on the east side of Alt 19 expressed a need for safer, more comfortable multimodal access to the beaches, parks, and schools to the west. The proposed project would evaluate alternatives to better connect the communities on either side of Alt 19 to each other and provide better connectivity within the City on the west side of Alt 19.

The Sunset Connector is envisioned as a separated facility that improves local and regional multimodal access to the City’s coastal amenities, while providing an asset to local residents that increases access to active transportation opportunities. The Forward Pinellas identified “Equity Emphasis Area” on the east side of Alt 19 would be better connected to the community facilities located on the west side, and communities adjacent to the proposed project would benefit from increased multimodal connectivity to the Pinellas Trail, Downtown, and the Sponge Docks.

**II. OBJECTIVE**

Project development and design for continuous bicycle and pedestrian facilities that link the existing Pinellas Trail at E. Klosterman Road to the communities to the west in the City of Tarpon Springs and in adjacent Unincorporated Pinellas County.

**III. PROJECT DESCRIPTION**

The project would develop and evaluate alternatives to establish a separated trail for pedestrians, cyclists and transit users in the existing FDOT, County and City rights-of-way between the intersection of Klosterman Road and the existing Pinellas Trail to the Fred Howard Causeway. It is conceptualized as a

12-15 foot wide asphalt trail; however, it may be determined that alternative widths, facilities or materials (or a combination thereof) are more suitable for site conditions in project development.

The result of the project would be a combined Project Development and Environmental (PD&E) report that documents the selection of a preferred alternative through analysis and stakeholder input and a Preliminary Engineering Report (PER) that provides 30% design for the preferred alternative.

At the eastern terminus of the project, W. Klosterman Road consists of 117 feet of right-of way at its intersection with Alt 19 and the existing Pinellas Trail, for approximately 250 feet. The existing intersection configuration consists of one westbound travel lane, one eastbound travel lane, one northbound turn lane, and one southbound turn lane. The E. Klosterman Road side of the intersection includes an additional eastbound travel lane and the intersection with the Pinellas Trail. FDOT and Pinellas County have jurisdiction of the right-of-way at the proposed project's eastern terminus. The existing facility includes sidewalks on both sides; however, the sidewalk on the south side of W. Klosterman is impacted by driveways and parking in the right-of-way.

Pinellas County maintains jurisdiction of the right-of-way for the majority of the proposed project extent. The W. Klosterman Road right-of-way narrows to 100 feet west of the Alt 19 intersection and continues on a tangent for approximately 0.67 miles to its intersection with Bay Street (Carlton Road) as a two-lane, two-way, undivided rural section with 5-foot sidewalks on the north side, sidewalks of varying width on the south side, sharrows, and a posted speed limit of 35 mph. The proposed project would turn north and utilize the Carlton Road right-of way; however, a proposed spur of the project would continue to traverse west along W. Klosterman Road for approximately 0.40 miles to its western terminus.

West of Carlton Road, the right-of-way varies between 93 feet at its narrowest point and 135 feet at its widest point along a gently north sloping curve that terminates in a tangent at Klosterman Bayou. The existing section west of Carlton Road does not include a sidewalk on the south side. The proposed spur would increase multimodal access for the communities of Tarpon Cove, Point Tarpon and Mariner's Cove in the City of Tarpon Springs to the north and the Baywood Village community in unincorporated Pinellas County to the south. The right-of-way for the W. Klosterman section of the proposed project includes enclosed and open stormwater conveyance, utilities, intersections, and driveways that need to be considered in the project alternatives analysis.

Carlton Road is a north-south, tangential, two-lane, two-way undivided rural section with continuous 4-foot sidewalks on the east side, and a posted speed limit of 30 mph. The Carlton Road right-of-way is 72 feet at its intersection with W. Klosterman Road, and the project would extend north for approximately 0.49 miles to the intersection with Curlew Place. There is a section of 5-foot sidewalk on the west side extending north from the Klosterman intersection for approximately 965 feet that terminates abruptly north of the intersection at Whispering Way. North of this sidewalk terminus to the intersection with Curlew Place, the property adjacent to the western Carlton Road right-of-way is Pinellas County property, currently used as preservation lands. The area adjacent to the preserve lands may include wetlands. The Carlton Road right-of-way narrows to 66 feet at its intersection with the Pinellas County owned parcel.

The project would traverse west along the W. Curlew Place right-of-way for approximately 0.5 miles to its intersection with S. Florida Avenue. The W. Curlew Place right-of-way is 88 feet wide west of its intersection with Carlton Road, adjacent to the Pinellas County preservation parcel. West of the

preservation parcel, the right-of-way increases to 100 feet. Existing W. Curlew Place is a two-lane, two-way, undivided facility with continuous 5-foot sidewalks on the north side, and a posted speed of 30 mph. There is a section of sidewalk on the south side west of the intersection with Seascapes Circle to its intersection with Florida Avenue. The section contains both urban and rural features, incorporating an urban F-curbed section on the north side from just east of the intersection with Peninsula Road to just east of its intersection with Florida Avenue where it transitions to a drop curb. The F-curbed section of sidewalk includes a handrail to shield pedestrians from the adjacent vertical drop to open stormwater conveyance. The south side of the right-of-way is utilized for open stormwater conveyance, and utilities are present on the north side of the right-of-way.

The project would traverse north on the S. Florida Avenue right-of-way for approximately 1 mile to its intersection with Gulf Road. The right-of-way is 66 feet wide at its intersection with W. Curlew Place. This two-lane, two-way rural section includes a continuous 4-foot sidewalk on the east side. There are two discontinuous sidewalk segments on the west side in the vicinity of the intersection with Meres Boulevard and a continuous sidewalk segment on the west side from just south of the intersection with Sunset Court to the intersection at Gulf Road. The posted speed limit is 30 mph. The right-of-way width begins to vary approximately 0.25 miles north of its intersection with W. Curlew Place to a maximum width of 95 feet. Generally, the right-of-way is 66 feet throughout the corridor to its intersection with Gulf Road. Utilities are present on both sides of the road in this section. Tarpon Springs High School and Sunset Hills Elementary School are adjacent to the southeast quadrant of the intersection of S. Florida Avenue and Gulf Road.

The proposed project would include a spur that continues west on Gulf Road for approximately 0.5 miles to provide access to Sunset Beach Park. At its intersection with Florida Avenue, the west section of Gulf Road consists of an eastbound lane, a westbound lane, a northbound left turn lane, and 4-foot sidewalks on both sides. Gulf Road has 60 feet of right-of-way to the entrance to the park. The south sidewalk ends at the park, which is served by a two-lane, two-way road with a shoulder of varying width on the south side and a 4-foot sidewalk adjacent to a 6-foot shoulder on the north side.

From the S. Florida Avenue/Gulf Road intersection, the project would traverse north on the N. Florida Avenue right-of-way for approximately 0.5 miles to its intersection with Sunset Drive. North of the Gulf Road intersection, the facility remains a two-lane, two-way rural section with 4-foot sidewalks on each side and a posted 30 mph speed limit. The right-of-way width varies between 60 and 68 feet in this section, and utilities are primarily located on the east side.

The project would continue west on Sunset Drive for approximately 0.25 miles to the Fred Howard Park entrance. Sunset Drive is a two-lane, two-way rural section with a continuous 4-foot sidewalk on the north side, 63 feet of right-of-way, and a posted speed of 30 mph. The intersection at Florida Avenue includes a left turn lane, and utilities are located on the north side.

From its intersection with Sunset Drive, the portion of the Fred Howard Causeway accessing the landside amenities is a two-lane, two-way road with sharrows and a posted speed limit of 15 mph. The causeway portion that leads to the beach incorporates a 10-foot shoulder on the north side and parking on the south side. The project would evaluate alternatives to improve multimodal access within the park.

## **IV. PROJECT SCOPE OF WORK**

Concurrent with this project, the City of Tarpon Springs will actively explore and pursue alternatives to fund final design and construction of the project.

### **Phase 1 – Project Development**

#### **Task 1: Management and Coordination**

The City will convene a project development team that includes appropriate representation from relevant disciplines and jurisdictions. A kick-off meeting will be held to discuss project expectations and objectives including reporting, schedule, data needs, public and stakeholder participation and other relevant project information.

Periodic progress meetings will be held throughout the project development and design processes.

#### **Task 2: Existing Conditions**

Existing conditions will be reviewed, summarized and mapped.

- a. Existing surveys
- b. Roadway and sidewalk pavement conditions
- c. Driveways/curb cuts
- d. Street lighting locations and conditions
- e. Crosswalks, ramps and ADA assessment
- f. Locations of stormwater and utilities infrastructure
- g. Wetlands
- h. Land use context (existing and future)

Deliverables:

- Study Area base map
- Summary of existing conditions

#### **Task 3: Stakeholder and Public Outreach**

Task 3 is concurrent with Tasks 4, 5 and 6.

Staff will identify stakeholders, develop content for Connect Tarpon Springs, the City's online engagement platform, advertise the project and public outreach opportunities through mailouts, social media, press releases and other methods. Staff will contact stakeholders and adjacent property owners/occupants for one-on one-discussion as needed.

Three (3) in-person events will be held to receive feedback from members of the public and stakeholders. The events could include a one day mini-charrette, workshop, open house, drive-thru meeting, or an alternative hybrid format. Opportunities for online engagement will be offered through Connect Tarpon Springs. A summary of discussion and decisions will be developed.

Three (3) presentations to the City Commission are anticipated for the project, which will offer additional opportunities for public engagement, input, and feedback.

Information gathered from existing conditions and through public and stakeholder meetings will be used to develop and evaluate project alternatives.



Deliverables:

- Summary of public involvement process and outcomes

#### **Task 4: Alternative Concepts and Recommendations**

Up to three (3) build alternatives will be developed and evaluated. A draft report will be developed that includes:

- Project Summary
  - Project Description
  - Purpose and Need
- Existing Conditions
  - Land use
  - Typical Section and Right-of-Way
  - Pavement Conditions
  - Drainage
  - Traffic
  - Crash Data and Safety Analysis
  - Utilities
  - Lighting
  - Wetlands Delineation
  - Soils and Geotechnical Data
- Design Criteria
- Alternatives Analysis

Deliverables:

- Draft Report

#### **Task 5: Preliminary Engineering for Preferred Alternative**

The preferred alternative will be determined utilizing a multi-criteria decision analysis and stakeholder and public input. Following preferred alternative selection, the team will conduct additional environmental, drainage, stormwater management, utilities, and geotechnical investigations for the preferred alternative to a 30% design level of detail.

Deliverables:

- 30% design plan sheets and typical sections for the preferred alternative.

#### **Task 6: Final Report and Plan for Implementation**

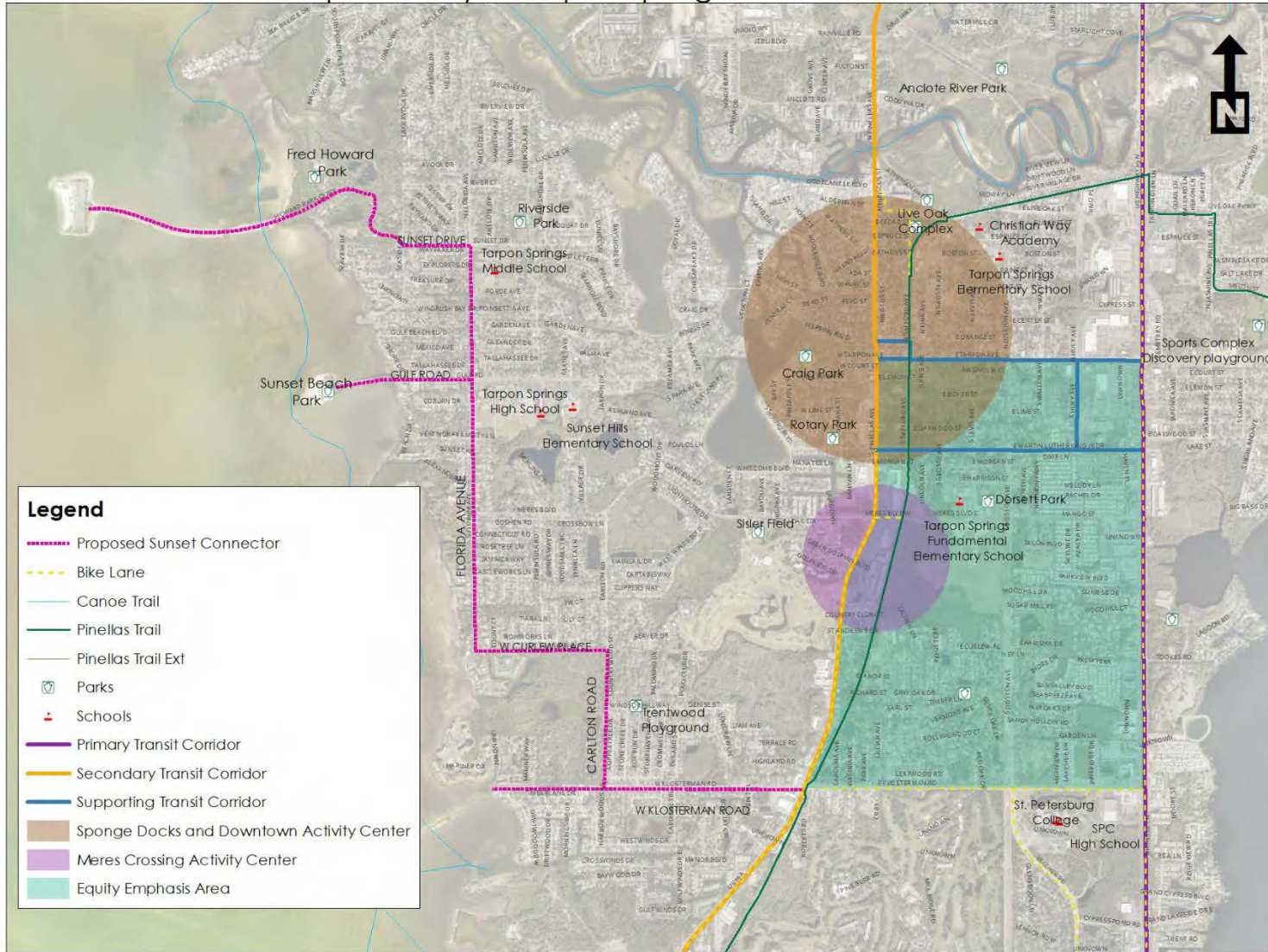
A final report will be developed to document the planning process and 30% design for the preferred alternative. In addition to the items in the draft report, the final report will include:

- Public Involvement
- Preferred Alternative
- Implementation next steps
- Opinion of probable costs
- Implementation funding options

Deliverables:

- Final Report

# Proposed City of Tarpon Springs Sunset Connector



City of Tarpon Springs Planning and Zoning Department, 2022  
 Source: Forward Pinellas, Pinellas County, City of Tarpon Springs, and esri

0 0.25 0.5 1 Miles

**Exhibit A**  
**SCOPE OF WORK**  
**Disston Avenue Safety Improvements Implementation**  
**Project Development, Design and Implementation**

**I. PURPOSE AND NEED**

Design and construct conceptual pedestrian and cyclist improvements on the existing portions of Disston Avenue between Klosterman Road and Live Oak Street, a distance of approximately 2 miles in the City of Tarpon Springs (“City”). Conceptual improvements include filling sidewalk gaps, improving ramps to Americans with Disabilities Act (ADA) standards, repaving, striping, high-emphasis crosswalks, reducing posted speed limits, curb radii reduction, vertical speed reduction elements, pedestrian safety islands, and other pedestrian and cyclist infrastructure and signage improvements.

The Disston Avenue corridor runs north-south within Tarpon Springs, from Klosterman Road to Live Oak Street, and is approximately 2 miles in length. There is a 0.25 mile long gap, referred to as "the gap" throughout this scope, which prevents a complete connection between Klosterman Road and Live Oak Street. The City of Tarpon Springs was awarded a grant from Forward Pinellas to develop a Disston Avenue Complete Streets Concept Plan to address safety, multimodal connectivity, traffic calming, emergency response, and accessibility in the corridor. The Concept Plan developed context sensitive improvements throughout the existing corridor and evaluated alternatives for the gap segment. The planning process included significant public engagement, both in person and online. While public opinion was mixed with respect to the gap portion of the project, there was overwhelming public support for the identified safety improvements on the existing corridor. This project is needed to implement the safety improvements identified in the plan and conduct additional environmental and engineering analyses to determine the feasibility of alternative public uses of the Disston Avenue gap.

The City seeks to address multimodal transportation deficiencies in the project area, an Equity Emphasis Area identified by Forward Pinellas. The lack of continuous sidewalks and bicycle infrastructure throughout the community has been a documented concern for many decades and is noted in the 1997 *Union Academy Neighborhood: A Solutions Plan*, the City of Tarpon Springs Comprehensive Plan, and the Advantage Pinellas Long Range Transportation Plan.

**II. OBJECTIVE**

Design and construction of pedestrian and bicycle infrastructure improvements in the Disston Avenue corridor and environmental and engineering feasibility analyses for the gap segment of the Disston Avenue right-of-way.

**III. PROJECT DESCRIPTION**

Design and construction of pedestrian and bicycle infrastructure improvements identified in the Disston Avenue Complete Streets Concept Plan. The proposed project extends from its southern terminus with Klosterman Road approximately 2 miles north on a tangent to the project’s terminus with Live Oak Street.

**Section 1: Klosterman Road to Woodhill Drive – Approximately 0.72 miles**

Disston Avenue consists of one northbound lane, one southbound and right turn lane, and one left-turn lane at the signalized intersection with Klosterman Road north for approximately 250 feet where it transitions to a two-lane, two-way undivided urban section with 4-foot sidewalks on both sides of the

road. The posted speed limit is 30 mph and the right-of way width is 70 feet at the intersection and varies up to 80 feet. The sidewalk terminates on the west side just north of Sandy Hollow Road for the remainder of this segment to Woodhill Drive. This section is suburban residential in context. Speeding and inadequate pedestrian and cyclist infrastructure are primary concerns as northbound traffic uses this portion of Disston as a cut-through to Alt 19 via Curlew Place. Conceptual improvements to be verified in the design phase include the following:

- Sidewalk improvements
- Construction of a wide sidewalk or trail on the west side of the right-of-way
- Repaving/resurfacing
- Restriping
- Reduce speed limit
- All-way stop at Curlew Place
- ADA compliant curb ramps
- High-emphasis crosswalks at Klosterman Road, Sandy Hollow Road, Ivey Lane, and Curlew Place
- Neighborhood traffic circle at Ivey Lane
- Vertical speed reduction (humps, tables, etc.)
- Curb radii reduction
- Enhanced landscaping, lighting, and signage

## **Section 2: The Gap – Approximately 0.25 miles**

Disston Avenue terminates north of Woodhill Drive at the roadway gap. Alternatives for transportation uses were evaluated in the concept plan, but no preferred alternative was selected. This project will evaluate the feasibility of use of this right-of-way through environmental and engineering analyses. The gap segment contains wetlands and is located adjacent to a capped landfill and more information is needed to develop feasible alternatives for its public use.

## **Section 3: North of the gap to E. Tarpon Avenue – Approximately 0.64 miles**

The context in this section is more urban than the southern section. The local roadway is two-lane, two-way urban section with discontinuous 4-foot sidewalks, and a 50-foot right-of-way section that varies down to 40 feet. Conceptual improvements to be verified in the design phase include the following:

- Sidewalk improvements
- Repaving/resurfacing
- Restriping
- Reduce speed limit
- All-way stop at E. Lime Street
- ADA compliant curb ramps
- High-emphasis crosswalks at Mango Blvd./Meres Road, E. Harrison Street, E. MLK Jr. Drive, E. Lime Street, and E. Tarpon Avenue
- Curb extension or bulb-outs at E. MLK, Jr. Drive, E. Lime Street, and E. Tarpon Avenue
- Rectangular Rapid Flashing Beacons (RRFBs) and Midblock Crossings at E. Harrison Street, E. MLK, Jr. Dr., and E. Tarpon Avenue
- Neighborhood traffic circle at E. MLK, Jr. Drive
- Evaluate alternative intersection configurations at Meres Boulevard/Mango Street
- Pedestrian safety island at E. Tarpon Avenue

- Painted intersections at E. Harrison Street and E. MLK, Jr. Drive
- Vertical speed reduction (humps, tables, etc.)
- Curb radii reduction
- Enhanced landscaping, lighting, and signage

#### **Section 4: North of E. Tarpon Avenue to Live Oak Street – Approximately 0.55 miles**

The urban context and 40-foot section continues north of E. Tarpon Avenue. Conceptual improvements to be verified in the design phase include the following:

- Sidewalk improvements
- Repaving/resurfacing
- Restriping
- ADA compliant curb ramps
- High-emphasis crosswalks at E. Orange Street, E. Cypress Street, E. Lime Street, and E. Tarpon Avenue
- Curb extension or bulb-outs at E. MLK, Jr. Drive, E. Pine Street, E. Spruce Street, and E. Live Oak Street
- Painted intersections at E. Orange Street, E. Pine Street and E. Spruce Street
- Enhanced landscaping, lighting, and signage

#### **IV. PROJECT SCOPE OF WORK**

The project consists of two phases, referred to herein as Phase 1 – Project Development and Design and Phase 2 – Construction.

##### **Phase 1 – Project Development and Design**

Phase 1 – Project Development and Design Phase will include the following sub-phases:

- Program Verification
- Survey and Subsurface Utility Engineering (SUE)
- Geotechnical Exploration
- Wetlands Delineation
- Phase I and II Environmental Site Assessments
- Preparation of 60% complete Construction Documents
- Development of a Guaranteed Maximum Price (GMP)

##### **Phase 2 – Construction**

Phase 2 – Construction will include the following sub-phases:

- Preparation of 100% complete Construction Documents
- Acquisition of all identified permits required for the Construction of the Project and certification of same prior to commencing construction.
- Complete construction of the Project and certification of same

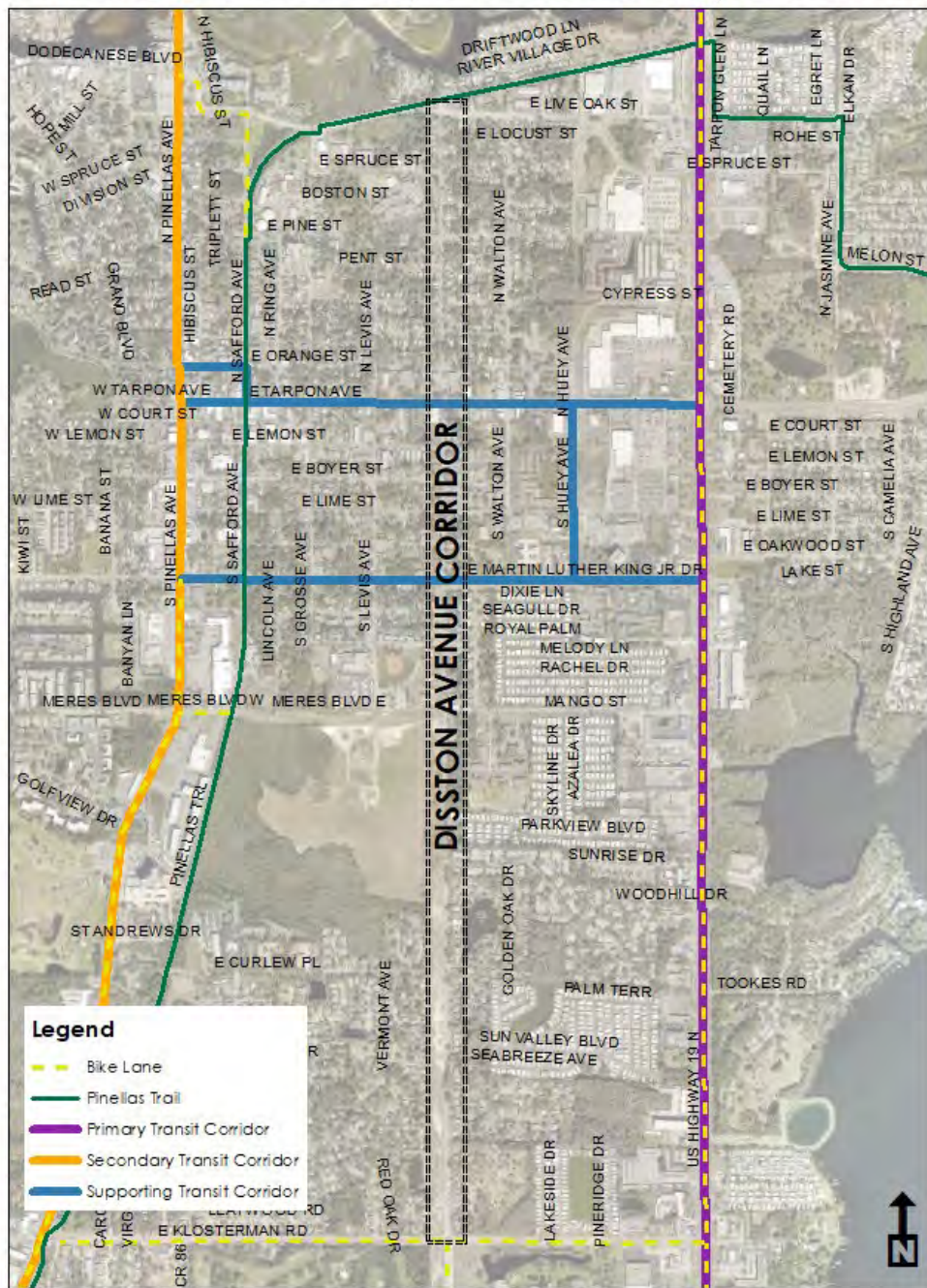
Deliverables:

1. All geometric, roadway, drainage, signalization and structural design plans required for the completion of this project.
2. Construction plans in AutoCAD Civil 3D format.
3. All technical specifications required for construction.



4. Obtain all required approvals and identified permits.
5. A Guaranteed Maximum Price (GMP) Proposal subsequent to the delivery and review of the 60% design plans and technical specifications.
6. Construction in accordance with the GMP.
7. As-built plans.

# Disston Avenue Complete Streets Improvements



City of Tarpon Springs Planning and Zoning Department, 2022  
 Source: Forward Pinellas, Pinellas County, City of Tarpon Springs, and esri





# DISSTON AVENUE

Complete Streets

# CONCEPT PLAN

MAY 2022

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Prepared For:



Prepared By:





# Introduction





## INTRODUCTION

The City of Tarpon Springs was awarded a grant from Forward Pinellas to develop a Disston Avenue Complete Streets Concept Plan (Phase II), which will build off of the past efforts of the Land Use and Corridor Study (Phase I) conducted in 2020. The Disston Avenue corridor runs north-south within Tarpon Springs, from Klosterman Road to Live Oak Street, and is approximately 2 miles in length. There is a 1/4 mile gap, referred to as "the Gap" throughout this Plan, which prevents a complete connection between Klosterman Road and Live Oak Street.

The Complete Streets Concept Plan focuses on guiding principles that came out of the Phase I process, which include:

- » Safety and Traffic Concerns
- » Multimodal Connections
- » Traffic Calming
- » Emergency Response
- » Access to Services
- » Neighborhood Impacts
- » Land Use Opportunities
- » Context Sensitive Improvements

To address the guiding principles, this Plan explores different concepts for all users: bicycles, pedestrians, emergency and personal vehicles. The concepts within this Plan have been evaluated in close coordination with the surrounding community to develop next steps for Disston Avenue. A project timeline of the Disston Avenue Complete Streets Concept Plan can be found on the next page.

This Plan consists of the following chapters:

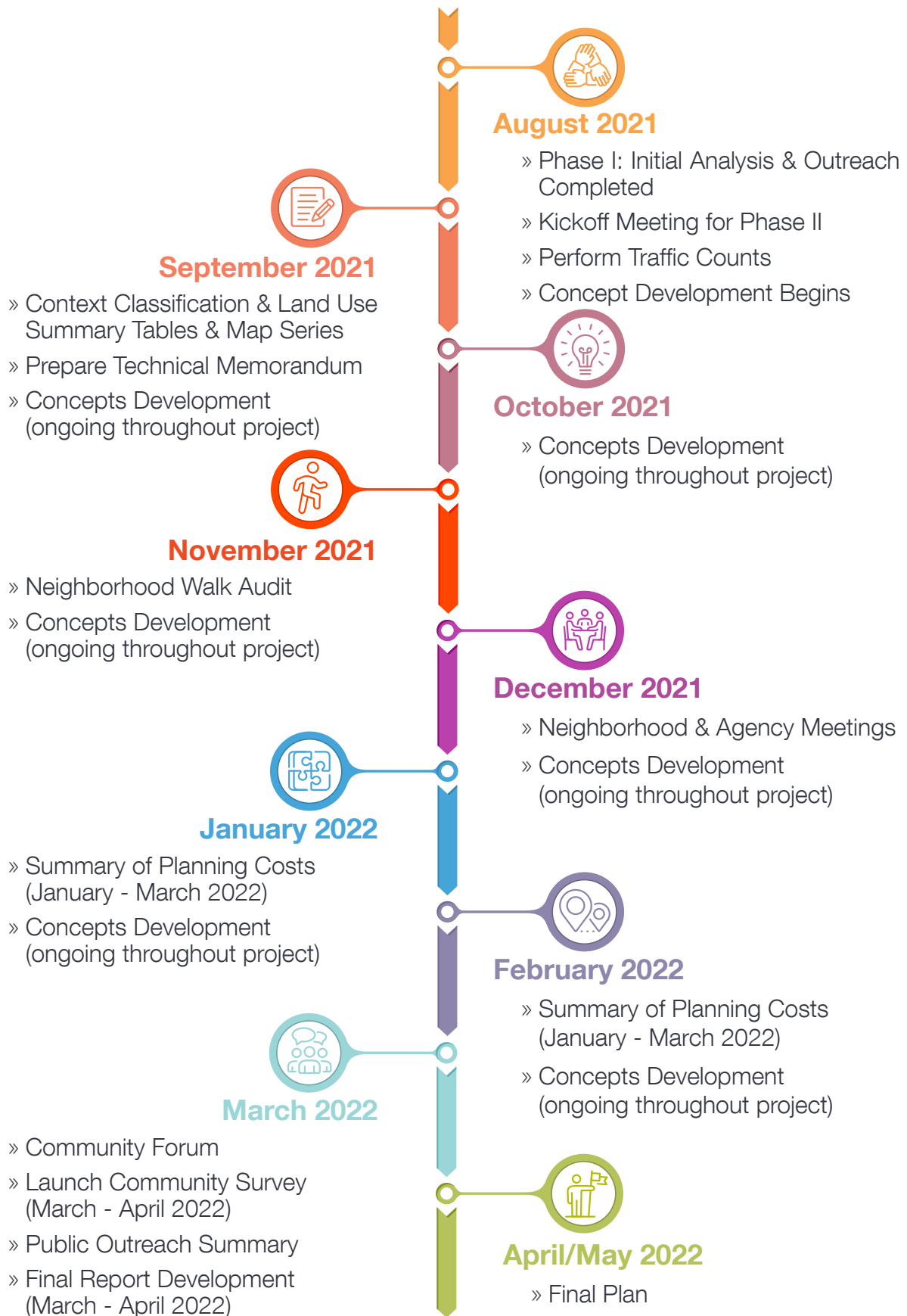
**Community Outreach:** This chapter summarizes the various community outreach efforts conducted during the development of the Disston Avenue Complete Streets Plan. Further details about the Community Outreach efforts and feedback can be found in **Appendix A**.

**Improvement Glossary:** The Glossary depicts a range of improvements that may be deployed throughout the Disston Avenue corridor. These improvements are further described and identified in the Concept Alternatives chapter.

**Concept Alternatives:** This chapter identifies locations for proposed improvements for the entire corridor along with concept images and renderings which depict the proposed improvements. Concept alternatives for "the Gap" segment are also found within this chapter.

**Traffic Analysis:** The Traffic Analysis chapter summarizes critical data and information regarding anticipated traffic volumes and patterns if a new roadway connection was constructed. Further details about the traffic analysis and findings can be found in **Appendix B**.

**Next Steps:** This chapter outlines the next actions to be taken for each segment of the Disston Avenue corridor. The Next Steps chapter also identifies potential funding sources to implement the improvements identified in this Plan.



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# Community Outreach





## COMMUNITY ENGAGEMENT

A series of community outreach efforts were conducted throughout the formation of the Disston Avenue Complete Streets Concept Plan. The following section summarizes the outreach efforts and primary takeaways from these events. Detailed feedback from each community outreach event can be found in **Appendix A**.

### NEIGHBORHOOD WALK AUDIT

A Neighborhood Walk Audit was conducted on November 6, 2021. Members of the community and residents adjacent to Disston Avenue were invited to participate in the event. A walk audit is an assessment of the walkability or pedestrian access of a street.

Walk audits consider:

- » Conditions of sidewalks
- » Presence of sidewalks
- » Americans with Disabilities Act (ADA) compliant curb cuts/ramps and sidewalks
- » Feeling of comfort and safety when walking on the street
- » Conditions and safety of intersections and crossings

A total of 36 people participated in the walk audit, which included residents from adjacent neighborhoods, City Commission candidates, and staff from Forward Pinellas. The walk audit was split into two segments: north of the Disston Avenue roadway gap, and south of the Disston Avenue roadway gap.



*Community members discussing existing issues and concerns at the Walk Audit.*

### North of "the Gap"

The portion of the corridor north of "the Gap" extends approximately 1.2 miles south from Live Oak Street to "the Gap" segment. The common observations in this portion of the corridor included: gaps in the sidewalk network, sidewalks too close to the roadway, non-ADA compliant curb ramps, unmarked crossings, litter and debris, unmaintained landscaping, vehicular speeding, wide vehicle travel lanes, and faded or missing roadway striping. There were several intersections that were observed to be unsafe and difficult to cross. These intersections are:

- » E Martin Luther King Jr Drive
- » E Lime Street
- » E Tarpon Avenue



*Community members and City staff walking along Disston Avenue near Lime Street.*



## South of "the Gap"

The portion of the corridor south of "the Gap" extends north from Klosterman Road for approximately 0.7 miles to "the Gap" segment. The common observations in this portion of the corridor included: gaps in the sidewalk network, non-ADA compliant curb ramps, unmarked crossings, unmaintained landscaping, vehicular speeding, wide vehicle travel lanes, and faded or missing roadway striping. Two intersections were observed to be unsafe and difficult to cross:

- » Klosterman Road
- » Curlew Place



Community members meeting at Disston Avenue and Woodhill Drive for the South portion walk audit.

The observations from the Walk Audit informed the initial recommendations of the Complete Streets Concept Plan, which were presented at the first Community Forum.

## COMMUNITY FORUM #1

The first community forum for the Disston Avenue Complete Streets Concepts Plan was held on December 9, 2021 at Tarpon Springs City Hall. Over 40 people attended the forum that was held to facilitate community discussion and to gather feedback on the initial corridor recommendations and alternatives for "the Gap" segment. The forum activities included the following:

- » Existing conditions and initial observations presentation
- » Open House with initial improvements maps for each segment and "the Gap"
- » Comment cards and surveys for each segment and "the Gap"

The initial recommendations for the segment maps involved transportation, access, safety, and beautification improvements such as:

- » Roadway improvements and restriping
- » Traffic calming
- » Intersection and crossing improvements
- » Sidewalk improvements
- » Multi-use trails
- » Pedestrian-scale lighting
- » Shade trees and landscaping
- » Roadway and landscaping maintenance

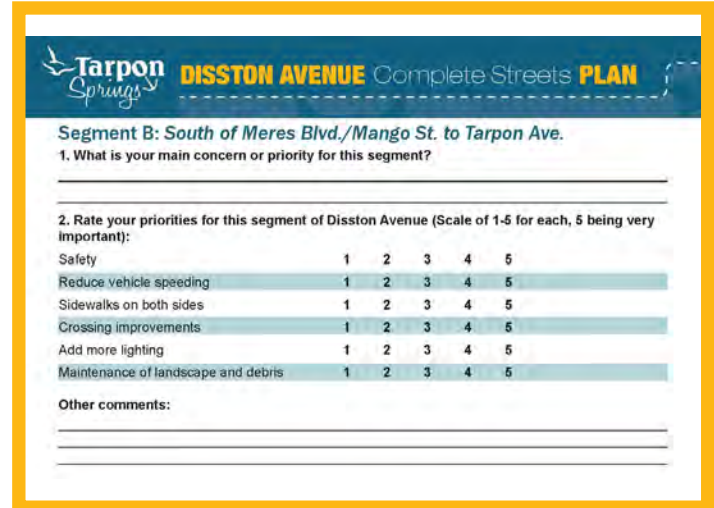


Initial improvements Segment B map from the first community forum.

Workshop attendees were invited to participate in a live polling survey to gather existing impressions of Disston Avenue. In addition, participants were also asked to fill out comment cards for each segment. The comment cards asked participants to identify their primary concerns and rate priorities within each segment. The priorities included in the comment card were:

- » Safety
- » Reduce vehicle speeding
- » Sidewalks on both sides
- » Crossing improvement
- » Add more lighting
- » Maintenance of landscape and debris

Based on comments received from the comment cards and during the open house discussion, main concerns and ideas for each segment are provided below:



**Segment B: South of Meres Blvd./Mango St. to Tarpon Ave.**

1. What is your main concern or priority for this segment?

---

2. Rate your priorities for this segment of Disston Avenue (Scale of 1-5 for each, 5 being very important):

	1	2	3	4	5
Safety					
Reduce vehicle speeding					
Sidewalks on both sides					
Crossing improvements					
Add more lighting					
Maintenance of landscape and debris					

Other comments:

---



---

Comment card for Segment B from the first community forum.

## Segment A - Klosterman Rd. to South of "the Gap"

- » Concerns about increased cut-through traffic if the roadway gap is constructed
- » Existing issues with speeding
- » Insufficient street lighting
- » Existing sidewalks and ADA curb ramps are in poor condition or unusable

## Segment B - North of Gap to Tarpon Ave.

- » Existing speeding on Meres Boulevard/Mango Street

## Segment C - Tarpon Ave. to Live Oak St.

- » Need for a 4-way stop at Cypress Street and Disston Avenue

## "The Gap"

- » Concerns that constructing the roadway will negatively impact properties along it
- » If the roadway is constructed, multiple methods to slow traffic down will be needed
- » Concerns about existing wildlife habitats in "the Gap"
- » Support for a multi-use trail instead of a roadway

The intent of the first community forum was to receive feedback from participants to better understand existing corridor conditions and needs, as well as to inform the initial improvement recommendations for the Complete Streets Concepts Plan. The overall feedback from this workshop was that residents support traffic calming and safety improvements throughout the Disston Avenue Corridor. Many residents conveyed that constructing a new roadway would cause increased cut-through traffic and more safety issues and are, therefore, not in favor of a new roadway. Many residents were interested in a multi-use trail

alternative that could incorporate the natural context of "the Gap" while providing a pedestrian and bicycle connection. The feedback from this forum was used to update the initial improvements and concept alternatives for "the Gap" area. The updated recommendations were presented to the public through an online survey and second community forum.

## COMMUNITY FORUM #2

A second community forum was held on March 26, 2022 at the Tarpon Springs Recreation Center. Approximately 30 community members attended the forum to weigh in on the draft final recommendations and alternatives for "the Gap." The forum consisted of a presentation and information boards with the draft final recommendations and Gap Segment Alternatives. Participants were able to provide feedback on the recommendations and Gap Segment Alternatives by writing on the information boards, filling out a comment card, and taking the survey (online or in paper form).

Below are comments made by community members for each Gap Segment Alternative:

Gap Segment Alternatives:	Likes	Dislikes
<b>Alternative 1: No-Build</b>	<p><i>"Keeps it neutral."</i></p> <p><i>"Keep Gap as is. Budget is important. Field space."</i></p>	<p><i>"It's a separation of Tarponites."</i></p> <p><i>"It's ugly and serves no purpose. A relic of previous times to separate the African-American Community from the southern part of Disston Avenue."</i></p> <p><i>"But we should utilize the roadway."</i></p>
<b>Alternative 2: Multi-use Trail</b>	<p><i>"It offers access to some connection but not as much as Alternative 3."</i></p>	<p><i>"There is already close access all over City for trails/Pinellas Trail. Keep it open."</i></p> <p><i>"It doesn't allow to connect to services easily. But it is nice."</i></p> <p><i>"In the end without benefits!"</i></p>
<b>Alternative 3: Roadway Connection</b>	<p><i>"The Alt. #3. The City is growing and needs more alternative routes."</i></p> <p><i>"It opens up access to SPC - trolley/Bus service partnership from Bus service stop at Huey-Institute of Health Center to SPC."</i></p> <p><i>"People say it will be traffic thru the neighborhood-true. But traffic is already going thru neighborhoods via Curlew Place. This will just spread it out."</i></p> <p><i>"It allows easy access to services."</i></p> <p><i>"It makes it fair for all Tarpon citizens to have better access to our beautiful shared appreciated growing city."</i></p> <p><i>"Open Disston/Belcher corridor. Much needed."</i></p>	<p><i>"The gap is beautiful open area and should be left for nature of what little preserve we have left."</i></p>



Some primary questions and concerns that were raised by community members during the forum related to the recommendations and Gap Segment Alternatives. These questions and concerns are listed below with the accurate response:

Question or Concern:	Response:
<p><b>Will the recommendations be outside the existing right-of-way?</b></p>	<p><i>No, it is anticipated that all proposed recommendations and Gap Segment Alternatives will remain within existing right-of-way or City of Tarpon Springs property.</i></p>
<p><b>Will the roadway connection look like Belcher Road?</b></p>	<p><i>No, the recommended roadway connection concept alternative is to construct a 2-lane, meandering roadway with traffic calming features to discourage cut-through traffic and speeding.</i></p>
<p><b>What happens next?</b></p>	<p><i>The City is ready to implement the recommendations identified in Segments A (Klosterman Rd. to South of Gap), B (North of Gap to Tarpon Ave.), and C (Tarpon Ave. to Live Oak St.). Additional studies will need to be conducted to examine the feasibility for each Gap Segment Alternative.</i></p>



*Ideas and comments for "the Gap" segment area generated by community members at the Community Forum #2.*



*Community members at Community Forum #2 discussing the Disston Avenue corridor improvements.*

The community feedback gathered during the community forums influenced the final recommendations within this Plan.

## STAKEHOLDER MEETINGS

### *Duke Energy*

A meeting with Duke Energy was held to discuss improvement options along the power lines and within "the Gap" segment. Duke Energy expressed support and willingness to work with the City on any improvements that may fall within the Duke Energy easement. Duke Energy provided the following guidance for any improvements that may be identified within this Plan:

- » Multi-use trails may run parallel to power lines
- » A multi-use trail, depending on the design, may need to be reinforced to accommodate utility vehicles
- » If a roadway was to be constructed, it is preferred that it not run parallel to the power lines, but it is allowed to cross under the power lines
- » Any trees planted under or near the power lines cannot exceed a mature height of 15 feet

Duke Energy also provided their Shared Path Guidelines, which will be consulted if that is the desired alternative.

## ONLINE SURVEY

An online survey was made available to the public from March 19, 2022 to April 17, 2022 that asked residents and stakeholders about the improvements that they believe are most needed along the Corridor. A total of 133 responses were collected and a summary of the results is presented below. See **Appendix A** for a summary of responses to each survey question.

For the segment North of "the Gap," respondents indicated that sidewalk improvements, safety improvements at intersections, beautification, and enhanced lighting were the most needed improvements.

For the segment South of "the Gap," respondents indicated that slowing vehicles down, sidewalk improvements, beautification, and safety improvements at intersections were the most needed improvements.

For "the Gap," respondents indicated that a "No-Build" alternative, or leaving "the Gap" as-is, was the least desirable option, with 68% of respondents indicating that they did not like Alternative 1: No-Build. Respondents indicated that the most important opportunities for the Gap segment were more road options, more options for pedestrians and bicyclists, and improved emergency access. Overall, respondents are in favor of safety improvements, beautification, and traffic calming throughout the Disston Avenue corridor and favor further exploration into future improvements to the Gap segment.



# Improvement Glossary



# IMPROVEMENT GLOSSARY

The Improvement Glossary provides a toolkit of improvements that can be applied to the Disston Avenue corridor. The Glossary provides a short description and an example image for each tool. The tools are grouped into strategies in the following categories:

- » Pedestrian Improvements
- » Roadway Improvements
- » Intersection and Crossing Improvements
- » Traffic Calming Tools
- » Placemaking and Design Improvements

The improvements in the Glossary are identified in the following section, Concept Alternatives, for each corridor segment. The Glossary corresponds with the Improvement Matrix table found within each segment's recommended improvements.



## Pedestrian Improvements

### Sidewalks

Sidewalks improve neighborhood connectivity, promote recreation and active transportation, and enhance safety for all roadway users. Sidewalk design can vary based on context (e.g. urban versus suburban), activity, and travel behavior. Wider sidewalks enhanced with shade trees can create a more comfortable pedestrian environment.



Source: Kimley-Horn

### Multi-Use Trail

A multi-use trail, or shared-use path, is separated from vehicle traffic and allows for two-way recreational and active transportation activity. Multi-use trails provide a safer, more pleasant, and low-stress experience for pedestrians, bicyclists, and users of other modes (e.g. skaters, mobility devices, etc.) of all ages and abilities.



Source: City of Boulder

### Pedestrian-Scale Lighting

Two-thirds of all pedestrian fatalities occur during low-light conditions. The quality, placement, and sufficiency of lighting help create safe environments for pedestrians and motorists.



Source: NACTO.org

## Roadway Improvements

### Restriping Roadway Markings

Roadway markings play a vital role in conveying information and guidance to drivers, pedestrians, and bicyclists. Roadway markings indicate lane separation, upcoming conditions, and where passing is permitted. It is important that roadways are restriped so that the markings can be clearly visible to roadway users.



Source: Kimley-Horn

### Repaving the Roadway

Repaving the roadway improves safety by improving traction and reducing damage to vehicles, and can also make roadway markings easier to read and last longer. Repaving roadways includes filling cracks in the road, which prevents water from seeping under the pavement and forming potholes.



Source: City of Detroit, MI

### Reduced Speed Limit

Having the appropriate speed limit on a street improves safety for all users of the street, including drivers, pedestrians, and bicyclists. In business or residential districts, the maximum posted speed limit must be 30 miles per hour, but a lower speed limit may be established, especially if there is a high degree of pedestrian or bicycle activity on the street.



Source: NACTO.org

### All-Way Stop

An all-way stop requires vehicles on all approaching streets to stop at an intersection before proceeding. All way stops can increase safety by ensuring that vehicles enter the intersection at low speeds and giving pedestrians time to cross the intersection. All-way stops are best used on intersections of minor roads.



Source: NACTO.org

### Shared Lane Markings

Shared lane markings, also known as "sharrows," are road markings that indicate a shared lane situation between vehicles and bicyclists. Shared lane markings alert drivers to the potential presence of bicyclists and indicate where bicyclists should position themselves. They are best used on low volume, traffic calmed streets.



Source: NACTO.org

## Intersection & Crossing Improvements

### ADA-Compliant Curb Ramp

ADA-compliant curb ramps slope gently into the roadway, making it possible for people using a wheelchair, scooter, walker, or other mobility devices to travel safely between the sidewalk and the roadway.



Source: Kimley-Horn

### High Emphasis Crosswalk

Crosswalks along high volume roadways should be painted in a way that makes it extremely clear to all users of the intersection – including cars, buses, pedestrians, and bicyclists – that there are designated pedestrian zones of the intersection. High visibility crosswalks are more clear and noticeable to oncoming vehicles, thus creating a safer environment.



Source: Kimley-Horn

### Curb Extension/Bulb-Out

Curb extensions visually and physically narrow the roadway to create safer and shorter crossing distances for pedestrians, while also increasing available space for street furniture and plantings.



Source: NACTO.org

### Rectangular Rapid Flashing Beacon (RRFB)

Marked crosswalks can improve safety, but in some locations enhancements are needed to improve vehicular yield rates. RRFBs consist of two, rectangular-shaped pedestrian warning signs equipped with yellow lights that flash when activated by pedestrians. RRFBs enhance safety by increasing motorist awareness.



Source: Kimley-Horn

### Mid-Block Crossing

Mid-block crosswalks are designated crossing areas that provide pedestrians a safe place to cross the street between intersections.



Source: NACTO.org

### Standard Crosswalk Signage

At unsignalized intersections, standard crosswalk signage will emphasize and alert drivers to the presence of a crosswalk. Crosswalk signage also benefits pedestrians by directing them to cross at appropriate, safe locations.



Source: NACTO.org

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## Traffic Calming Tools

### Enhanced Landscaping/Street Trees

Street trees, particularly canopy and shade trees, increase comfort in inhospitable environments, particularly for pedestrians and transit users, and contribute to the aesthetic value of the street.



Source: Kimley-Horn

### Median

A median is the area in the center of the road between opposing lanes of traffic. Medians provide the opportunity to install a pedestrian safety island or landscaping.



Source: NACTO.org

## Traffic Calming Tools (Continued)

### Pedestrian Safety Island

Pedestrian safety islands provide pedestrians with a safe place to stop halfway through a crossing, thus reducing the time pedestrians are exposed to traffic.



Source: NACTO.org

### Pinchpoints

Pinchpoints are mid-block curb extensions used to slow vehicle speeds and add public space by visually and physically narrowing the roadway. Pinchpoints can facilitate mid-block crossings on low volume streets and may also include cut-throughs for bicyclists.



Source: NACTO.org

### Chicanes

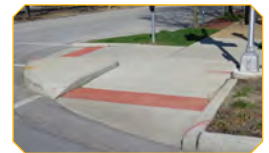
Chicanes are offset curb extensions on residential or low volume downtown streets, which slow vehicle speeds and increase the amount of public space available on a corridor that can be used for seating, bike racks, landscaping, and other amenities.



Source: NACTO.org

### Curb Radii Reduction

Minimizing the size of a corner radius improves safety for pedestrians by slowing down the speed at which a vehicle can make a turn and reducing the crossing distance of the intersection.



Source: NACTO.org

### Raised Intersection

Raised intersections, similar to speed humps and speed tables, reinforce slow speeds and encourage motorists to yield to pedestrians. Raised intersections are best suited for minor intersections and also provide an opportunity for intersection murals.



Source: City of Cambridge, MA

### Lane Width Reduction

A narrower lane width can effectively manage vehicle speeds without decreasing safety or traffic flow, reduce crossing distances for pedestrians at intersections, and free up additional right-of-way for bicycle lanes or dedicated turn lanes. For urban areas, a lane width of 10 feet is recommended.



Source: NACTO.org

### Speed Feedback Signs

Speed feedback signs are a traffic calming device that uses radar to detect the speed of approaching vehicle and relay vehicle speed information to drivers.



Source: Kimley-Horn

### Speed Hump

Speed humps intend to slow traffic on low volume, low speed roads. Speed humps reduce speeds to 15 to 20 mph and can serve the dual purpose of a traffic calming device and raised, high visibility crosswalk.



Source: NACTO.org

### Speed Table

Speed tables are raised, mid-block crossings that are flatter and longer than speed humps. Speed tables may be used on streets that range from 25 to 45 mph.



Source: NACTO.org



## Traffic Calming Tools (Continued)

### On-Street Parking

On-street parking increases safety by creating friction along the street, which results in slower travel speeds, can narrow the crossing width of the street, and provides a buffer between vehicles and pedestrians walking on the sidewalk or a bike lane. On-street parking is particularly desirable in downtown locations and provides frequent turn-over to support retail businesses.



Source: City of Cambridge, MA

### Roundabout

Roundabouts are circular intersections without traffic signals that significantly reduce the number of conflict points compared to traditional intersections, thus substantially reducing the probability of crashes that result in serious injury or death for all users. Roundabouts promote lower speeds and traffic calming, improve operational performance, and can be used in a wide range of applications. Roundabouts are a sustainable alternative to signalized intersections because they function without electricity, reduce congestion and pollution from idling cars, and provide opportunities for native landscaping.



Source: Kimley-Horn

### Neighborhood Traffic Circle

Also known as mini-roundabouts, neighborhood traffic circles lower speeds at minor intersections and are ideal for uncontrolled intersections. These may be designed with painted crossings markings or raised islands, but are best implemented in conjunction with landscaping to further calm traffic and beautify the street. Mini roundabouts are best suited for low volume residential streets.



Source: NACTO.org

## Placemaking and Design Improvements

### Green Infrastructure

Green infrastructure can be installed throughout a community to provide benefits to both humans and the natural environment. Green infrastructure is used to promote clean air and water, strengthen the local ecosystem, protect biodiversity, and beautify the community. Some examples of green infrastructure include rainwater gardens, native Florida landscaping, permeable pavements, and habitat and wetland restoration.



Source: Kimley-Horn

### Wayfinding

A comprehensive wayfinding system provides residents and visitors with directions to districts and destinations while encouraging walking and bicycling.



Source: Kimley-Horn

### Street Furniture

Street furniture can improve the comfort and appearance of the sidewalk and contribute to the character of a street or neighborhood. Street furniture includes elements such as benches, pedestrian scale lighting, public art, bicycle racks, newspaper kiosks, trash receptacles, and planter boxes.



Source: Kimley-Horn

### Painted Intersection

Painted, or mural, intersections beautify roadways, contribute to placemaking, naturally slow vehicle speeds, and bring the attention of motorists to pedestrian activity.



Source: City of Fort Lauderdale, FL

### Painted Crosswalk

Painted crosswalks are a safety and placemaking tool to create awareness of a crosswalk while incorporating art and community character. These crosswalks are generally in slower vehicle traffic areas like downtowns, schools, and neighborhoods.



Source: Kimley-Horn

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# Concept Alternatives



## CONCEPT ALTERNATIVES

The improvement recommendations for the Disston Avenue corridor are included in this section. Also included in this section are specific tools (from the Improvement Glossary) of potential improvements that can be applied to the Disston Avenue corridor. The recommended improvements include techniques to improve safety, slow vehicle traffic speeds, provide greater accessibility and connectivity, and beautify the corridor. The corridor recommendations are divided into the four segments of Disston Avenue:

**Segment A:** Klosterman Road to South of "the Gap"

**Gap Segment:** Woodhill Drive to South of Meres Boulevard/Mango Street

**Segment B:** North of "the Gap" to E Tarpon Avenue

**Segment C:** E Tarpon Avenue to E Live Oak Street

The segment recommendations outline existing conditions and challenges within each segment, as well as specific location improvements and corridor-wide improvements.







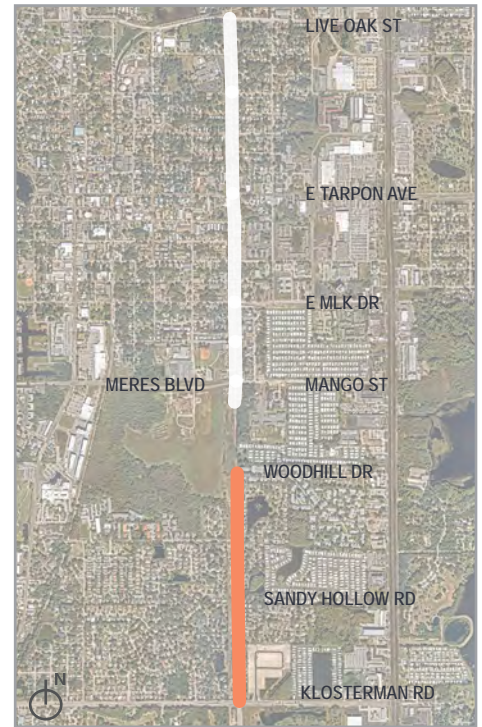
## SEGMENT A

Segment A limits are from Klosterman Road to south of "the Gap" near Woodhill Drive and is approximately 0.7 miles in length.

### Existing Issues and Concerns

- » Speeding
- » Cut-through traffic
- » Non-ADA compliant sidewalks and curb ramps
- » Utility line adjacent to roadway
- » Steep incline for pedestrians and bicyclists
- » Gaps in sidewalk network
- » Flooding
- » Parking in right-of-way

### Existing Conditions



Sidewalk on west side of Disston Avenue near Klosterman Road.



Disston Avenue facing south near Sugar Mill Road.



Sidewalk and landscaping on east side of Disston Avenue.



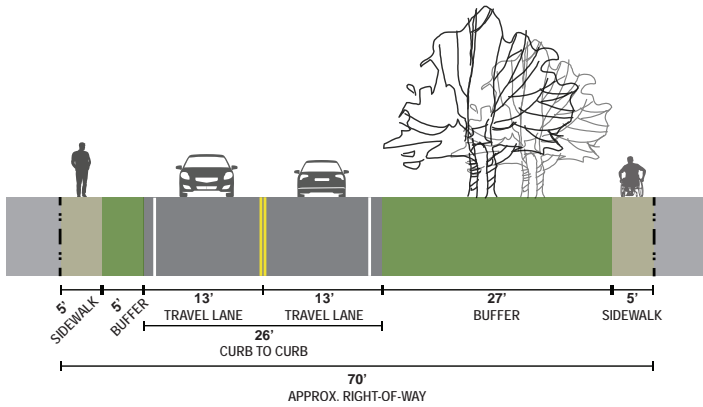
Non-ADA compliant curb ramps along Disston Avenue.

Below are the existing and proposed typical sections that occur within Segment A on Disston Avenue. The Existing sections depict current corridor conditions, while the proposed sections illustrate recommended improvements for this segment of the corridor.

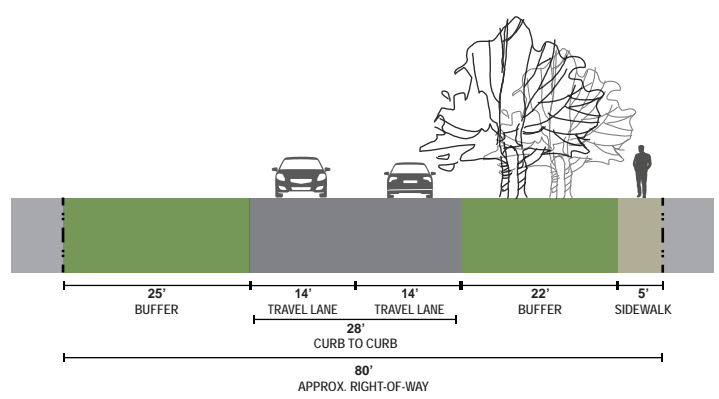
### Klosterman Road to Sandy Hollow Road

### Sandy Hollow Road to South of Gap

EXISTING



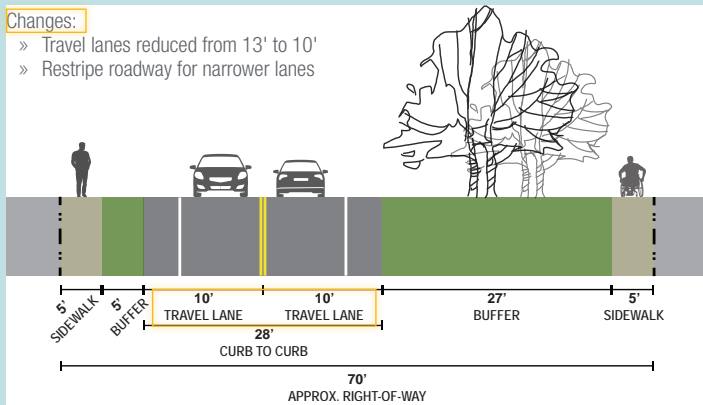
EXISTING



PROPOSED  
(facing north)

Changes:

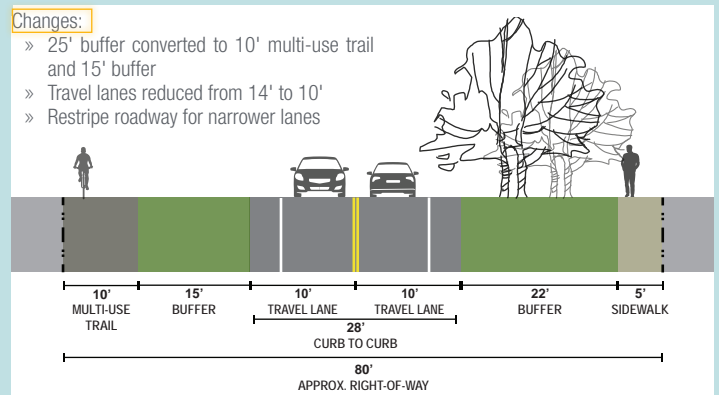
- » Travel lanes reduced from 13' to 10'
- » Restripe roadway for narrower lanes



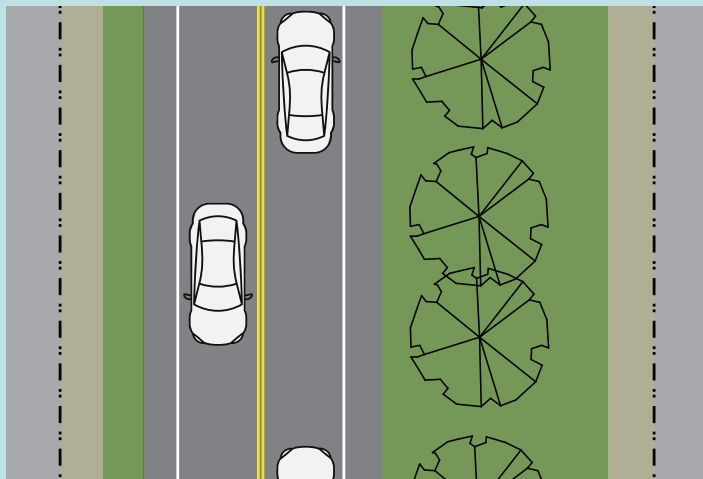
PROPOSED  
(facing north)

Changes:

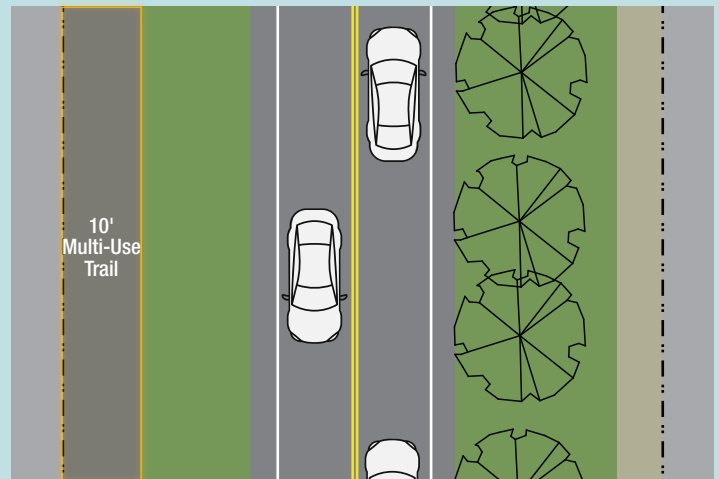
- » 25' buffer converted to 10' multi-use trail and 15' buffer
- » Travel lanes reduced from 14' to 10'
- » Restripe roadway for narrower lanes



PROPOSED



PROPOSED





### Recommended Improvements

The improvements below identify location specific improvements as well as corridor-wide improvements within Segment A. The location-specific improvements are identified on the maps on the next page.

#### Roadway

- A** Construct space for on-street parking near Woodhill Drive
- B** Potential turn-lane if Disston Avenue roadway is extended

#### Sidewalks and Multi-Use Trails

- C** Improve sidewalk on the east side of Disston Avenue between E Klosterman Road to "the Gap"
  - » *Address trip hazards and crumbling sidewalks*
- D** Add a sidewalk or multi-use trail on the west side of Disston Avenue from Klosterman Road to "the Gap"
  - » *10-12 ft. multi-use trail*

#### Traffic Calming

- E** Disston Avenue
  - » *Speed feedback signs*
  - » *Speed humps*

#### Intersections and crossings

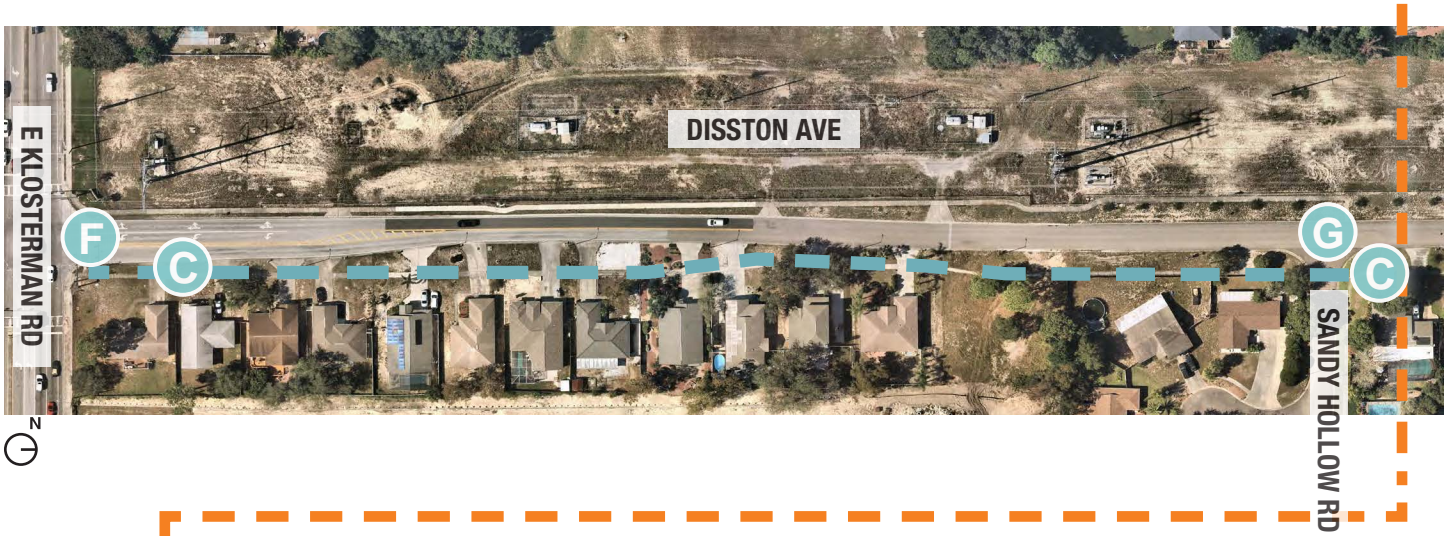
- F** Improve intersection and crossings at E Klosterman Road
  - » *Construct ADA-compliant curb ramps*
- G** Improve intersection and crossings at Sandy Hollow Road
  - » *Add crosswalks*
  - » *Construct ADA-compliant curb ramps*
- H** Improve Intersection at Ivey Lane
  - » *Add a neighborhood traffic circle*

- I** Improve intersection at Curlew Place
  - » *Add all-way stop*
  - » *Construct ADA-compliant curb ramps*
- J** Improve intersection at Woodhill Drive
  - » *Mitigate flooding*

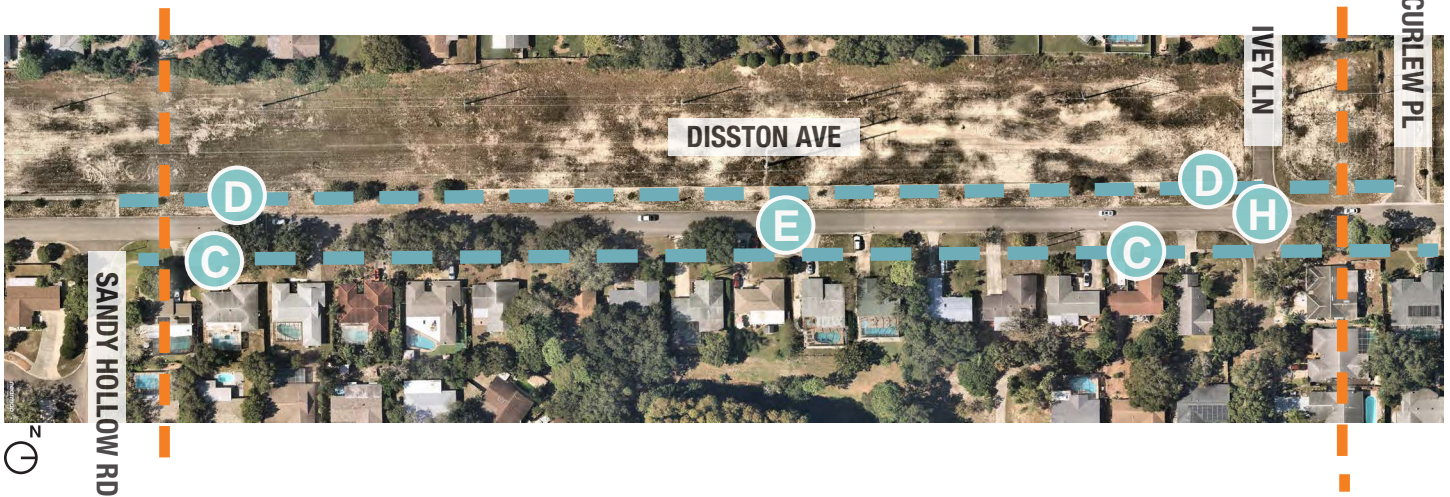
#### Corridor-wide

- Restripe roadway on Disston Avenue to include narrower travel lanes
  - » *10 ft. travel lanes*
- Address ADA non-compliant curb ramps, sidewalks, tripping hazards, and crossings
- Add pedestrian scale lighting on Disston Avenue
- Address maintenance issues related to landscaping

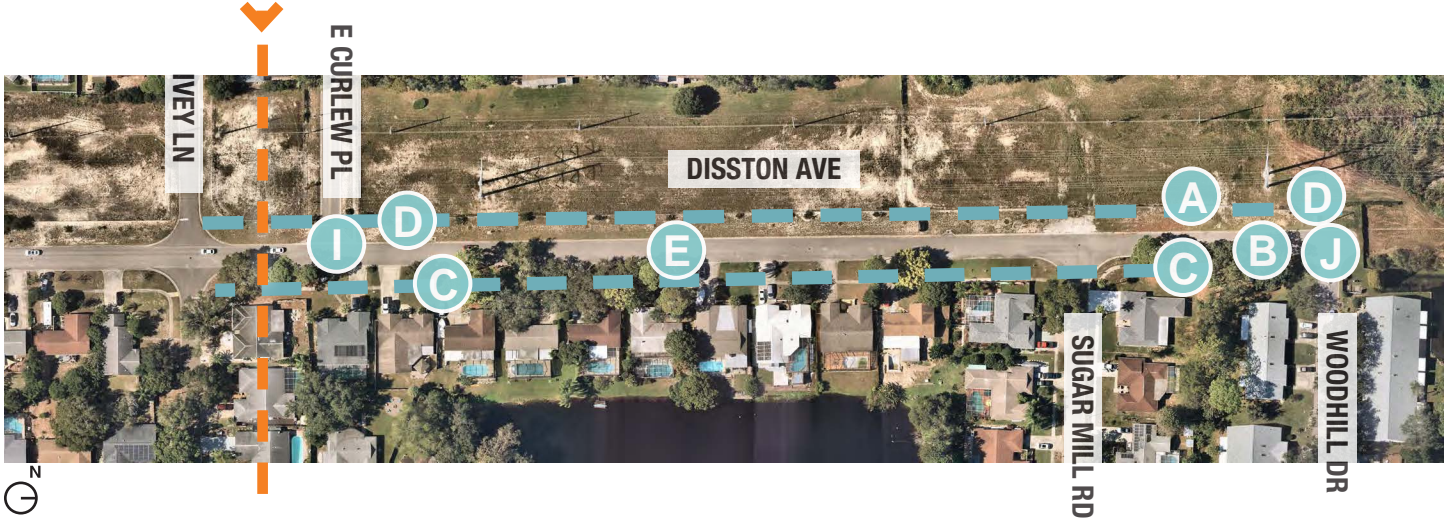
## Disston Avenue: Klosterman Road to Sandy Hollow



## Disston Avenue: Sandy Hollow to Ivey Lane



## Disston Avenue: Ivey Lane to South of "the Gap"

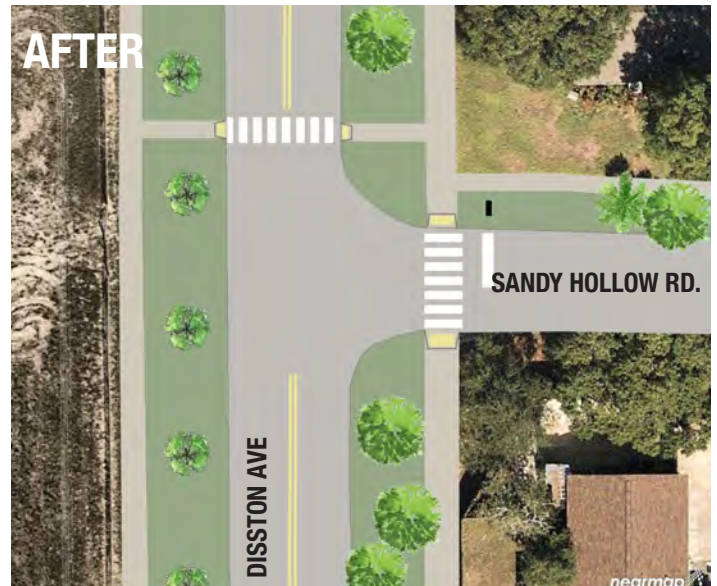




Improvement Highlights



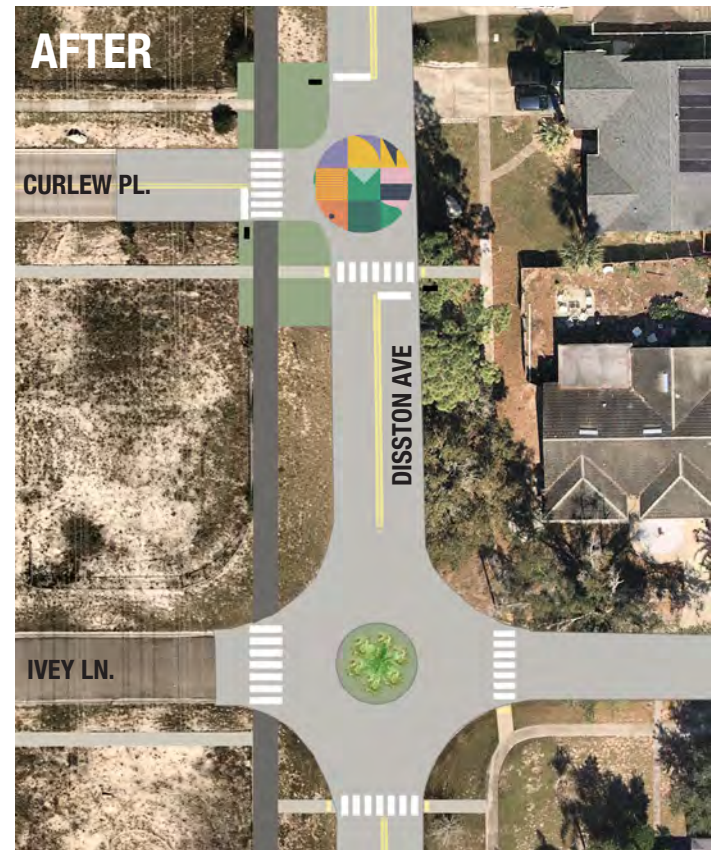
Location: Disston Avenue and Sandy Hollow Road.



Improvements include: Restripe roadway, ADA-compliant curb ramps, high emphasis crosswalks, reduced turn radii, wider sidewalk on east side, sidewalk/multi-use trail on west side.



Location: Disston Avenue and Ivey Lane/Curlew Place.



Improvements include: Restripe roadway, ADA-compliant curb ramps, high emphasis crosswalks, reduced turn radii, neighborhood traffic circle at Ivey Ln., stop control at Curlew Pl., sidewalk improvements on east side, sidewalk/multi-use trail on west side, and an intersection mural.



## Improvement Highlights



Location: Disston Avenue and Ivey Lane looking south.

### IMPROVEMENTS:

- A** Restripe roadway
- B** ADA-compliant curb ramp
- C** High emphasis crosswalk
- D** Neighborhood traffic circle
- E** Sidewalk improvements on east side of Disston Avenue
- F** Multi-use trail on west side of Disston Avenue
- G** Filling sidewalk gap on Ivey Lane
- H** Shade trees and landscaping along Disston Avenue



### Improvement Highlights



Location: Disston Avenue between Ivey Lane and Sandy Hollow Road looking south.

#### IMPROVEMENTS:

- A** Restripe roadway
- B** Speed humps
- C** Sidewalk improvements on east side of Disston Avenue
- D** Multi-use trail on west side of Disston Avenue
- E** Shade trees and landscaping along Disston Avenue

### Improvement Matrix

The Improvement Matrix table on the following page indicates potential improvements for Segment A. The improvements are identified corridor-wide and at specific intersections on Disston Avenue. The potential improvements are implemented from the Improvement Glossary (see pages 14-17). More information and graphic examples of these improvement can be found in the Glossary.

DISSTON AVENUE	Corridor-wide	Klosterman Road	Sandy Hollow Road	Ivey Lane	Curlew Place	Sugar Mill Road	Woodhill Drive
<b>Pedestrian Improvements</b>							
Sidewalks	✓						
Multi-use Trail	✓						
Pedestrian-Scale Lighting	✓						
<b>Roadway Improvements</b>							
Restripe Roadway Markings	✓						
Reduce Speed Limit	✓						
All-Way Stop					✓		
Shared Lane Markings							
<b>Intersection and Crossing Improvements</b>							
ADA-Compliant Curb Ramps	✓	✓	✓	✓	✓		
High-Emphasis Crosswalks		✓	✓	✓	✓		
Curb Extensions/Bulb-Outs							
RRFBs/Midblock Crossings							
Standard Signage							
<b>Traffic Calming Tools</b>							
Enhanced Landscaping/ Street Trees	✓						
Medians							
Pedestrian Safety Islands							
Pinchpoints							
Chicanes							
Curb Radii Reduction	✓						
Raised Intersection							
Lane Width Reduction	✓						
Roundabout							
Mini Roundabout/ Neighborhood Traffic Circles				✓			
Speed Feedback Signs	✓						
On-street Parking							✓
Speed Hump/Table	✓						
<b>Safety Improvements</b>							
Access Management/ Driveway Consolidation							
<b>Placemaking</b>							
Wayfinding	✓						
Painted Intersections/ Crosswalks					✓		



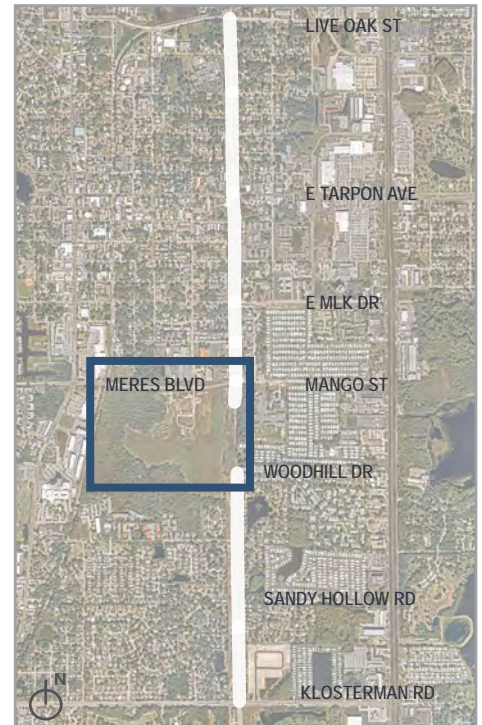
## GAP SEGMENT

"The Gap" segment is located within the approximately 1/4 mile gap in the Disston Avenue street right-of-way near Woodhill Drive and Meres Boulevard/Mango Street.

### Existing Issues and Concerns

- » Disrupts the street network and community connectivity
- » Water and drainage issues due to low-lying topography
- » Utility poles and power lines
- » Community cohesion and equity concerns
- » Former landfill site
- » Wetlands impacts
- » Wildlife impacts

### Existing Conditions



Gap area near Woodhill Drive.



Wetland in "the Gap" area facing north.



Gap area facing south near Meres Boulevard/Mango Intersection.



Gap area facing south near Meres Boulevard/Mango Intersection.



## Improvement Alternatives

This Plan considers three main alternatives for "the Gap" segment. The three main improvements include:

- » Alternative 1: No-Build Scenario
- » Alternative 2: Multi-Use Trail
- » Alternative 3: New Roadway Connection

Alternatives 2 and 3 could be located within the "area of investigation" depicted in the graphic to the right. A Project Development and Environment Study (PD&E) would be required to determine the best location for either Alternative 2 (Multi-Use Trail) or Alternative 3 (New Roadway Connection).

Additional investigations are needed to determine the feasibility of Alternatives 2 and 3 due to environmental and constraints. Requirements for a roadway are more restrictive than for a multi-use trail, and any roadway alignment that impacts the former landfill site may be determined to be cost prohibitive. Improvement

Alternative 1, the No-Build scenario, is described below, and Improvement Alternatives 2 and 3 for "the Gap" are described in greater detail on the following pages.



### Improvement Alternative 1: No-Build



#### Alternative 1: No-Build

For this Alternative, "the Gap" segment of Disston Avenue will remain the same with no further recommendations or improvements.



Improvement Alternative 2: Multi-use Trail

Recommended Alternative Improvements

Alternative 2: Multi-use Trail

- Multi-use trail along Disston Avenue that connects from approximately Curlew Place to Meres Boulevard/Mango Street. Components of the trail may include:
  - » 10-12 ft. wide path
  - » Boardwalk in some locations
  - » Pedestrian-scale lighting
  - » Access for emergency and utility vehicles
  - » Landscaping
  - » Community recreation opportunities\

Potential Alternative 2 Components

The recommendations for Alternative 2 will need further study and community input if chosen as the preferred alternative in later stages of the project. The option presents the opportunity to connect to future recreational uses on the adjacent property. The images on pages 32 and 33 show examples of potential components to Improvement Alternative 2.

Wide trail path to accommodate many users



Boardwalk through natural features





## Signage



## Bollards preventing automobiles from entering the trail



## Lighting



## Trail Furniture



## Improvement Alternative 3: Roadway Connection

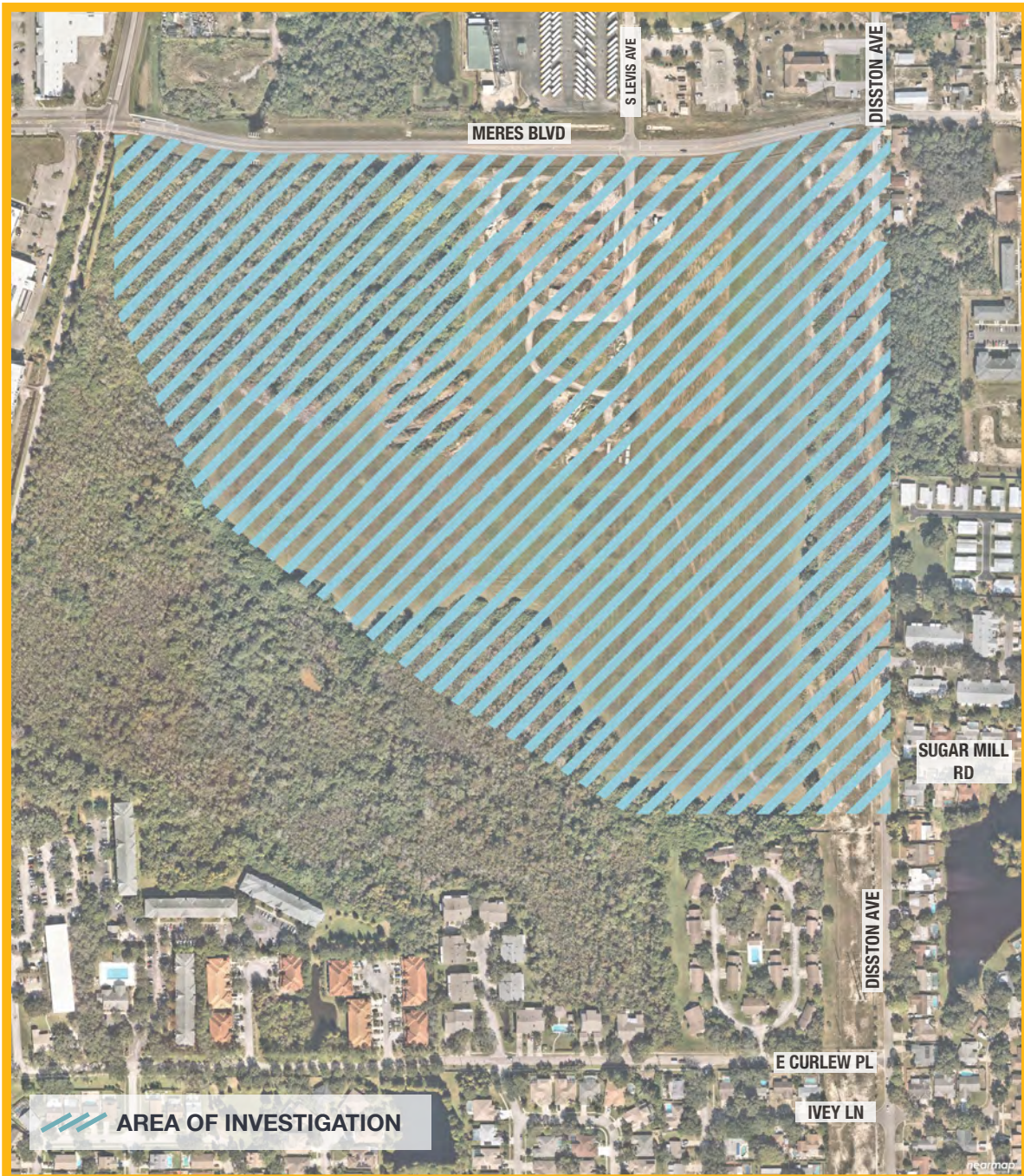
### *Recommended Alternative Improvements*

#### Alternative 3: Roadway Connection

- Construct a 2-lane roadway. Components of the roadway may include:
  - » *10 ft. travel lanes*
- Construct sidewalks and/or trail
  - » *10 ft. wide multi-use trail*
  - » *6 ft. wide sidewalk(s)*
- Traffic calming elements to slow speeds and discourage cut-through traffic. The target vehicle speed would be 25 miles per hour or less. Components of the roadway corridor may include:
  - » *Chicanes*
  - » *Neighborhood roundabouts*
  - » *Speed humps*
  - » *Raised intersections*
- Potentially connect new roadway at Disston Avenue and Sugar Mill Road to divert vehicle traffic into the former landfill site.
- Potentially connect the new roadway to Meres Boulevard/Mango Street and create a stop controlled intersection for safety.
- There are other alignment options to connect to Meres Boulevard and would require vehicles to stop and make left of right turns onto Meres Boulevard.
- Use public right-of-way and City-owned property as an amenity and benefit for the community.
- Potential roadway design would include landscaping, green space, and recreation features to serve and enhance public use.



## ALIGNMENT OPPORTUNITIES MAP



*Note: The Alignment Opportunities Map highlights the area where further investigation is needed to determine feasible public improvements.*



### Potential Alternative 3 Components

The images on pages 36 and 37 show examples of potential components to Improvement Alternative 3. It is envisioned that various combinations of these improvement tools may be used in a roadway connection to limit cut-through traffic and speeding while also providing an amenity to the community. The recommendations and improvement components for Alternative 3 would need further study and community input.

#### Medians



#### Traffic Calming Tool: Chicanes



#### Recreation and Open Space





### Traffic Calming Tool: Roundabouts



### Safe Crossings



### Traffic Calming & Placemaking: Painted Intersections and Crosswalks



### Green Infrastructure & Landscaping



### Recommended Improvement Alternatives

	Pros	Cons	Users	Estimated Cost*
ALTERNATIVE 1: NO BUILD	<ul style="list-style-type: none"> <li>» Does not increase vehicular traffic in the surrounding neighborhoods</li> </ul>	<ul style="list-style-type: none"> <li>» Does not provide connections for pedestrians, bicyclists, vehicles, or emergency access</li> </ul>	<ul style="list-style-type: none"> <li>» None</li> </ul>	\$0
ALTERNATIVE 2: TRAIL	<ul style="list-style-type: none"> <li>» Provides connections between north and south neighborhoods</li> <li>» Creates long-term opportunity to construct and connect new community assets</li> <li>» Recreation amenity</li> <li>» Does not increase vehicular traffic in the surrounding neighborhoods</li> <li>» Potential for emergency access</li> </ul>	<ul style="list-style-type: none"> <li>» Does not provide full connectivity for vehicles</li> </ul>	<ul style="list-style-type: none"> <li>» Bicyclists</li> <li>» Pedestrians</li> </ul>	\$150,000 - \$320,000
ALTERNATIVE 3: ROADWAY	<ul style="list-style-type: none"> <li>» Provides connections to schools and community resources</li> <li>» Creates long-term opportunity to construct and connect new community assets</li> <li>» Improves roadway network connectivity for the entire City</li> <li>» Provides emergency access and connectivity</li> </ul>	<ul style="list-style-type: none"> <li>» Increased traffic, potential for speeding and cut-through traffic</li> </ul>	<ul style="list-style-type: none"> <li>» Bicyclists</li> <li>» Pedestrians</li> <li>» Vehicles</li> </ul>	\$3.6M - \$4.3M

\*Note: These construction costs are generic in nature and are not comprehensive. The estimated costs do not include PD&E, Design, environmental studies or improvements, stormwater improvements, or inflation. Further cost analysis will need to be completed for more accurate estimates.

### Improvement Matrix

The Improvement Matrix table on the following page indicates potential improvements for "the Gap" segment. The improvements are identified corridor-wide and at specific intersections on Disston Avenue. The potential improvements are implemented from the Improvement Glossary (see pages 14-17). More information and graphic examples of these improvements can be found in the Glossary.

GAP SEGMENT	Alternative 1 No-Build	Alternative 2 Multi-use Trail	Alternative 3 Roadway
<b>Pedestrian Improvements</b>			
Sidewalks			✓
Multi-use Trail		✓	✓
Pedestrian-Scale Lighting		✓	✓
<b>Roadway Improvements</b>			
Restripe Roadway Markings			
Reduce Speed Limit			
All-Way Stop			
Shared Lane Markings			✓
<b>Intersection and Crossing Improvements</b>			
ADA-Compliant Curb Ramps		✓	✓
High-Emphasis Crosswalks			✓
Curb Extensions/Bulb-Outs			✓
RRFBs/Midblock Crossings			
Standard Signage			✓
<b>Traffic Calming Tools</b>			
Enhanced Landscaping/Street Trees		✓	✓
Medians			✓
Pedestrian Safety Islands			
Pinchpoints			✓
Chicanes			✓
Curb Radii Reduction			✓
Raised Intersection			
Lane Width Reduction			
Roundabout			✓
Neighborhood Traffic Circles			✓
Speed Feedback Signs			
On-street Parking			✓
Speed Hump/Table			✓
<b>Safety Improvements</b>			
Access Management/ Driveway Consolidation			
<b>Placemaking</b>			
Wayfinding		✓	✓
Painted Intersections/Crosswalks		✓	✓



## SEGMENT B

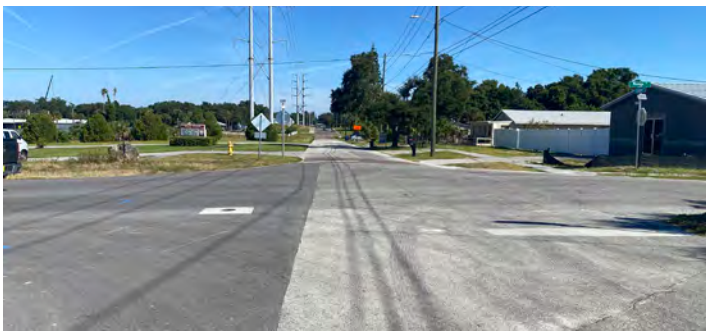
Segment B limits are from north of "the Gap" near Meres Boulevard/Mango Street to Tarpon Avenue and is approximately 0.7 miles in length.

### Existing Issues and Concerns

- » Speeding
- » Wide travel lanes
- » Narrow right-of-way
- » Absence of sidewalks
- » Sidewalks close to roadway without buffer
- » Non-ADA compliant sidewalks and curb ramps
- » High levels of youth pedestrian activity associated with Cops n' Kids Youth Center, Dorsett Park, and Tarpon Springs Fundamental School
- » Utility poles and power lines within the sidewalk
- » Poor lighting conditions
- » Lack of landscaping and shade trees along the street
- » Overgrown landscaping and debris
- » Obstructed sight-lines at intersections



### Existing Conditions



Disston Avenue facing north at Meres Boulevard/Mango Street intersection.



Disston Avenue facing south at E Harrison Street.



Disston Avenue facing north at Martin Luther King Jr. Drive intersection.



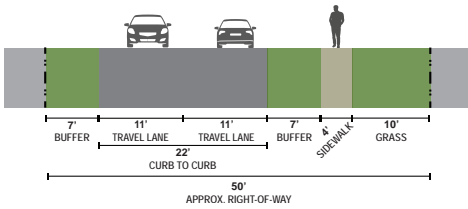
Overgrown landscaping on Disston Avenue facing north at E Lime Street.



Below are the existing and proposed typical sections that occur within Segment B on Disston Avenue. The existing sections depict current corridor conditions, while the Proposed sections illustrate recommended improvements for this segment of the corridor.

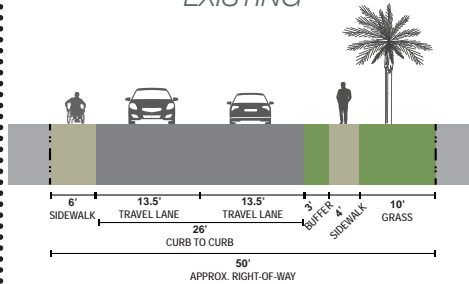
### Meres Blvd/Mango Street to E Harrison Street

EXISTING



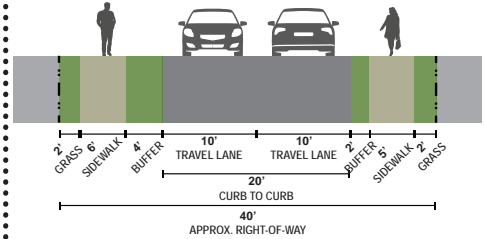
### E Harrison Street to E MLK Jr. Drive

EXISTING



### E MLK Jr. Drive to E Tarpon Avenue

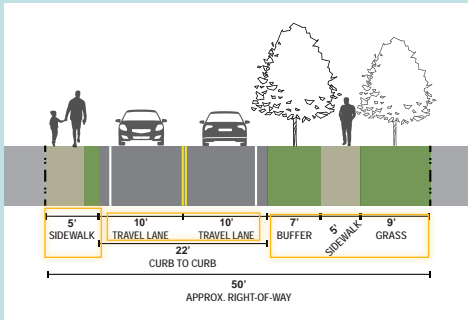
EXISTING



PROPOSED (facing north)

**Changes:**

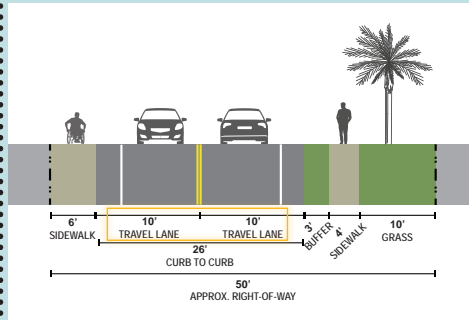
- » 7' buffer converted to 5' sidewalk and 2' buffer
- » Add landscaping along eastern sidewalk
- » Travel lanes reduced from 11' to 10'
- » Restripe roadway



PROPOSED (facing north)

**Changes:**

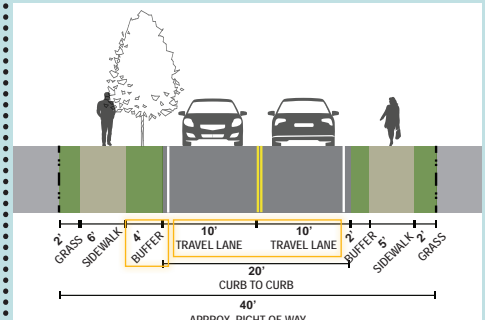
- » Travel lanes reduced from 13.5' to 10'
- » Restripe roadway
- » Increase sidewalk widths to standard or above where feasible



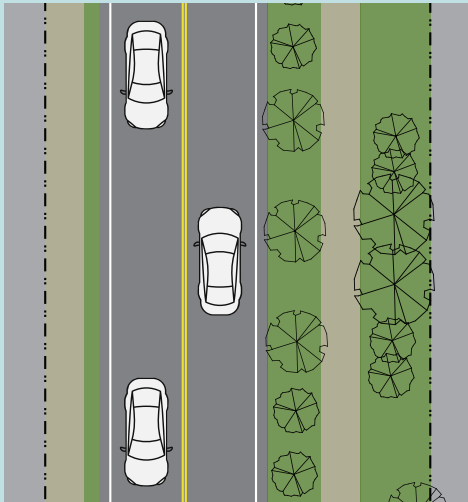
PROPOSED (facing north)

**Changes:**

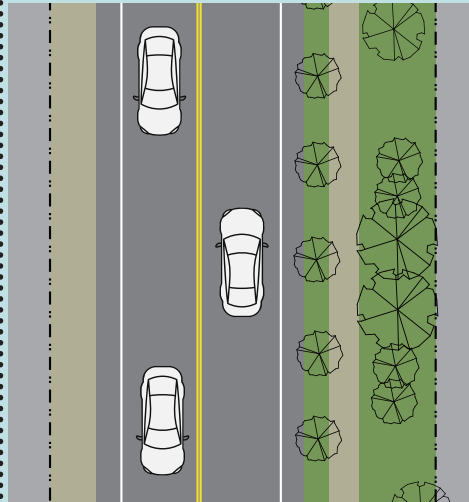
- » Add landscaping within the western buffer
- » Restripe roadway



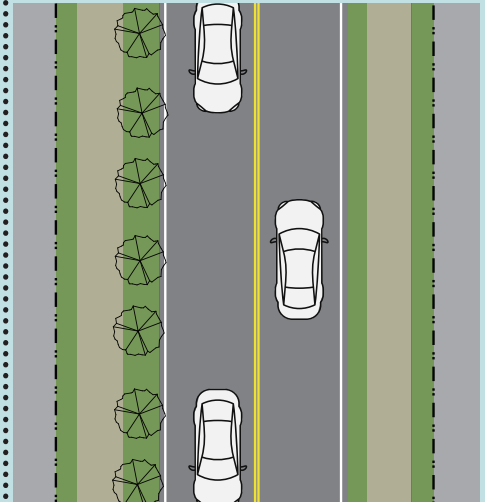
PROPOSED



PROPOSED



PROPOSED



### Recommended Improvements

The improvements below identify location specific improvements as well as corridor-wide improvements within Segment B. The location-specific improvements are identified on the maps on the next page.

#### Roadway

- A** Restripe roadway on Disston Avenue to include narrower travel lanes
  - » 10 ft. travel lanes

#### Sidewalks

- B** Fill sidewalk gap from Mt. Moriah A.M.E. Church to E Harrison Street **(Completed)**
  - » 5 ft. Sidewalk

#### Traffic Calming

- C** Disston Avenue
  - » Narrow travel lanes

#### Intersections and crossings

- D** Improve intersection and crossings Meres Boulevard/Mango Street
  - » Add crosswalks or extend curb radii or Construct compact/mini roundabout
  - » Construct ADA-compliant curb ramps
- E** Improve intersection and crossings E Harrison Street
  - » Add high emphasis crosswalks
  - » Construct curb extensions/bulb-outs
  - » Construct ADA-compliant curb ramps **(Completed)**
  - » Review school bus stop locations for safety improvements
- F** Improve intersection and crossings at E Martin Luther King Jr. Drive
  - » Add high emphasis crosswalks
  - » Add Rectangular Rapid Flashing Beacons (RRFBs)
  - » Construct curb extensions/bulb-outs

- » Add in-street pedestrian crossing sign
- » Construct ADA-compliant curb ramps
- » Monitor effectiveness of improvements

#### **G** Improve intersection and crossings at E Lime Street

- » Relocate stop sign on westbound E Lime Street closer to intersection
- » Add reflective post and consider LED stop sign
- » Add high emphasis crosswalk on both sides of E Lime Street
- » Add "STOP AHEAD" markings to the westbound approach on E Lime Street
- » Construct ADA-compliant curb ramps
- » Extend curbs (or use flex posts) on northeast and northwest corners of the intersection to reduce curb radii and shorten crossing distances for pedestrians
- » Improve pedestrian and vehicle lighting
- » Landscaping and debris maintenance along sidewalks
- » Evaluate effectiveness and consider all-way stop

#### **H** Improve intersection and crossings at E Lemon Street

- » Address hazard created by the stormwater inlet for turning vehicles
- » Construct ADA-compliant curb ramps

#### Corridor-wide

- Address ADA non-compliant curb ramps, sidewalks, tripping hazards, and crossings
- Add pedestrian scale lighting on Disston Avenue
- Address maintenance issues relating to landscaping
- Add landscaping and canopy trees to calm traffic and provide shade
- Widen sidewalks to 5' or 6' where feasible as repairs/replacements are needed



## Disston Avenue: North of Gap to Morgan Street



## Disston Avenue: Morgan Street to Lime Street

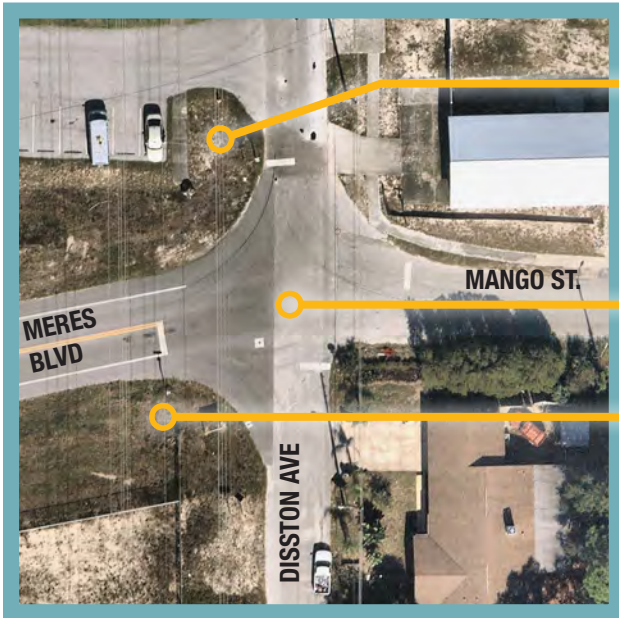


## Disston Avenue: Lime Street to Tarpon Avenue





Improvement Highlights



SIDEWALK CONNECTION & CROSSINGS



ROUNDBABOUT



LIGHTING & LANDSCAPING



Location: Disston Avenue and Meres Boulevard/Mango Street.

Improvements include: Restripe roadway, ADA-compliant curb ramps, high emphasis crosswalks, pedestrian-scale lighting, and roundabout.

Note: These improvements will need additional engineering considerations prior to design.



Location: Disston Avenue and Martin Luther King Jr. Drive.

Improvements include: Restripe roadway, ADA-compliant curb ramps, high emphasis crosswalks, RRFB, reduced turn radii, curb extensions/bulb-outs, pedestrian-scale lighting, and an intersection mural.



## Improvement Highlights



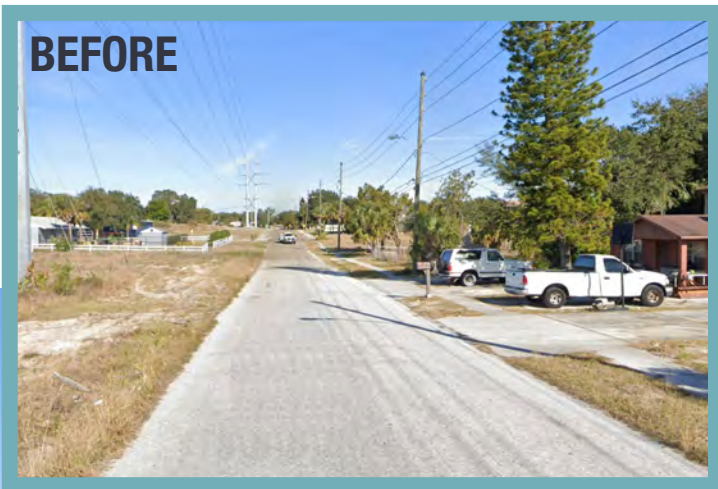
Location: Disston Avenue and Lime Street.

### IMPROVEMENTS:

- A** Restripe roadway
- B** ADA-compliant curb ramps
- C** Relocate stop sign on westbound E Lime Street closer to intersection
- D** Reflective post and LED stop sign
- E** High emphasis crosswalk
- F** "STOP AHEAD" markings on westbound approach to E Lime Street
- G** Extend curbs (or use flex posts) on northeast and northwest corners of the intersection to reduce curb radii and shorten crossing distances for pedestrians
- H** Construct sidewalk
- I** Improve pedestrian and vehicle lighting
- J** Landscaping and debris maintenance along sidewalks



### Improvement Highlights



Location: Disston Avenue and Lime Street.

#### IMPROVEMENTS:

- A** Restripe roadway
- B** Construct sidewalk on west side of Disston Avenue
- C** Add landscaping on west side that does not obstruct view of park
- D** Landscaping and debris maintenance along sidewalks

#### OTHER IMPROVEMENTS NOT PICTURED:

Improve pedestrian and vehicle lighting

### Improvement Matrix

The Improvement Matrix table on the following page indicates potential improvements for Segment B. The improvements are identified corridor-wide and at specific intersections on Disston Avenue. The potential improvements are implemented from the Improvement Glossary (see pages 14-17). More information and graphic examples of these improvement can be found in the Glossary.

DISSTON AVENUE	Corridor-wide	Meres Blvd/ Mango Rd	E Harrison Street	E MLK Jr. Drive	E Lime Street	E Lemon Street	E Tarpon Avenue
<b>Pedestrian Improvements</b>							
Sidewalks							
Multi-use Trail							
Pedestrian-Scale Lighting	✓						
<b>Roadway Improvements</b>							
Restripe Roadway Markings	✓						
Reduce Speed Limit	✓						
All-Way Stop					✓		
Shared Lane Markings							
<b>Intersection and Crossing Improvements</b>							
ADA-Compliant Curb Ramps	✓						
High-Emphasis Crosswalks		✓	✓	✓	✓		✓
Curb Extensions/Bulb- Outs				✓	✓		✓
RRFBs/Midblock Crossings			✓	✓			✓
Standard Signage							
<b>Traffic Calming Tools</b>							
Enhanced Landscaping/ Street Trees	✓						
Medians							
Pedestrian Safety Islands							✓
Pinchpoints/Chicanes	✓						
Curb Radii Reduction		✓	✓	✓	✓	✓	✓
Raised Intersection							
Lane Width Reduction							
Roundabout		✓					
Neighborhood Traffic Circles				✓			
Speed Feedback Signs	✓						
On-street Parking							
Speed Hump/Table	✓						
<b>Safety Improvements</b>							
Access Management/ Driveway Consolidation							
Maintain Landscaping and Debris	✓						
<b>Placemaking</b>							
Wayfinding							
Painted Intersections/ Crosswalks			✓	✓			

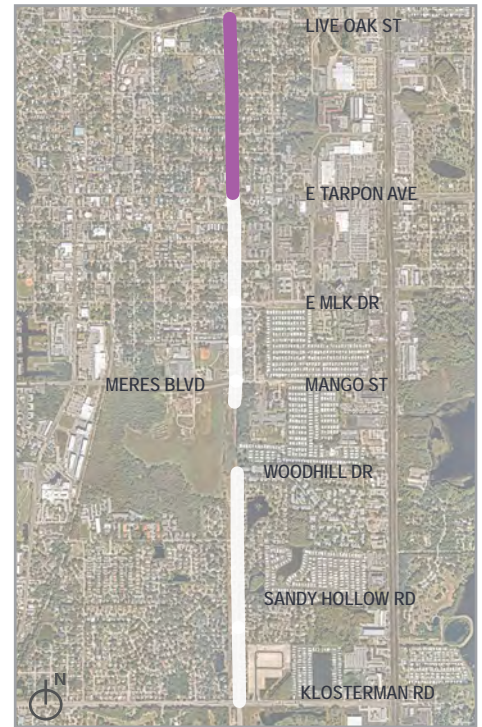


## SEGMENT C

Segment C limits are from Tarpon Avenue to Live Oak Street and is approximately 0.6 miles in length.

### Existing Issues and Concerns

- » Speeding
- » Narrow right-of-way
- » Gaps in sidewalk networks
- » ADA non-compliant sidewalks and curb ramps
- » Sidewalks close to roadway without buffer
- » Poor lighting conditions
- » Obstructed sight-lines at intersections
- » Overgrown landscaping and debris
- » Utility poles and power lines
- » Non-standard signage



### Existing Conditions



Sidewalk on west side of Disston Avenue near Tarpon Avenue.



Disston Avenue facing south near Pent Street.



Non-standard signage at Disston Avenue and Pent Street intersection.



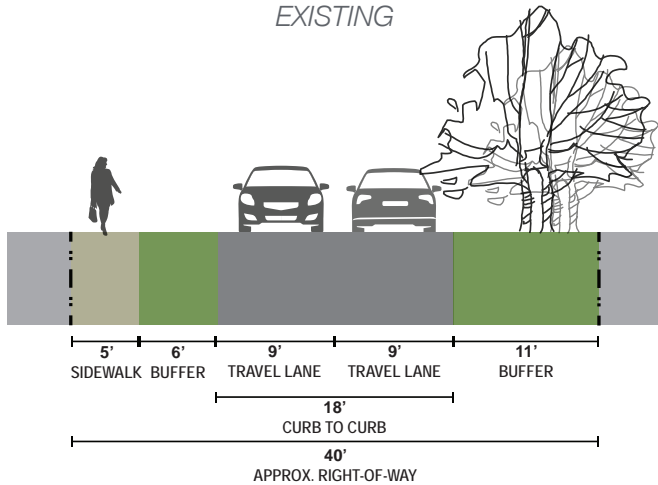
Disston Avenue facing south near E Spruce Street.



Below are the existing and proposed typical sections that occur within Segment C on Disston Avenue. The Existing sections depict current corridor conditions, while the Proposed sections illustrate recommended improvements for this segment of the corridor. The major change from the existing section and proposed section is the conversion of the 11' buffer on the right side of the street to a 6' buffer and 5' sidewalk.

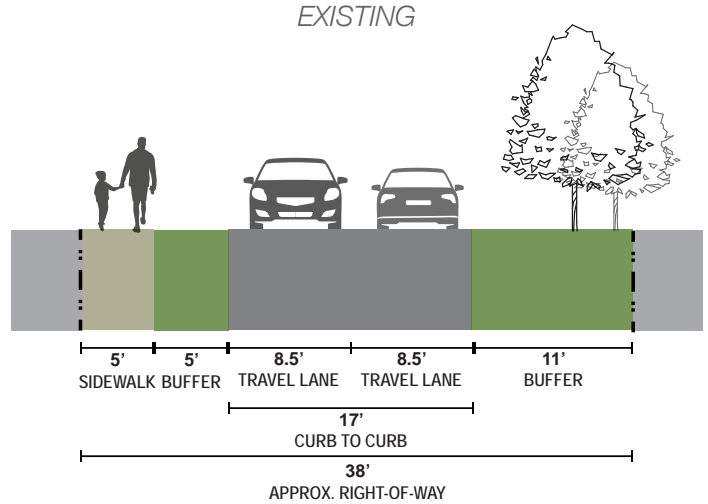
### E Tarpon Avenue to Pine Street

EXISTING



### Pine Street to Live Oak Street

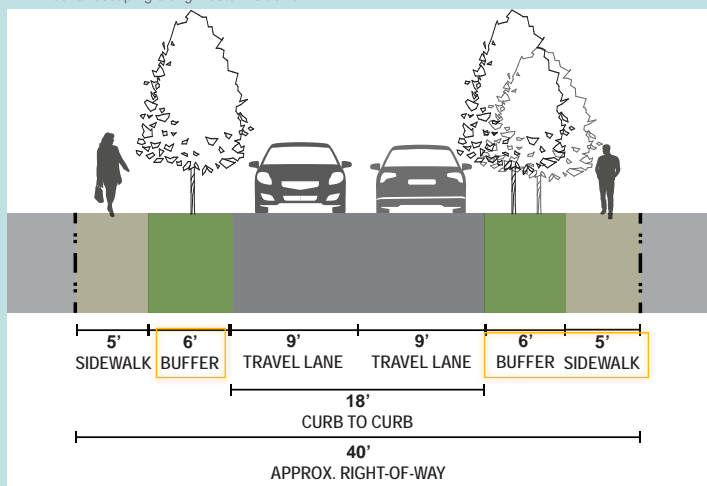
EXISTING



PROPOSED  
(facing north)

**Changes:**

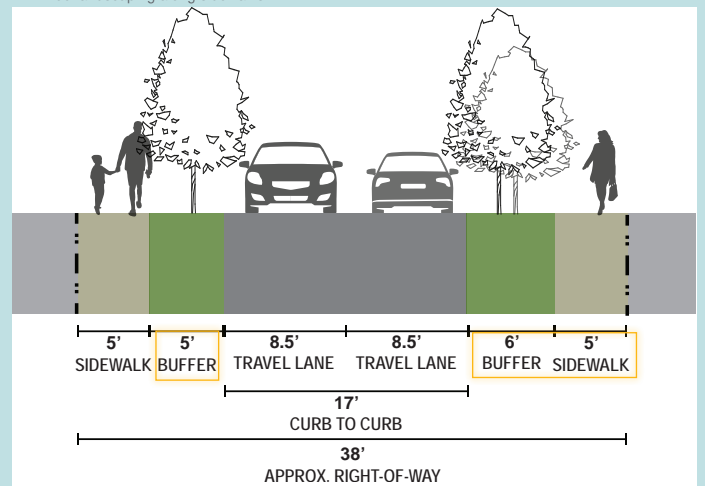
- » 11' buffer converted to 5' sidewalk and 6' buffer with landscaping
- » Add landscaping along western sidewalk



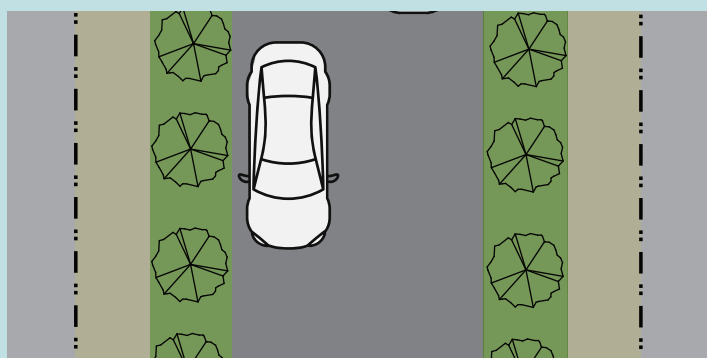
PROPOSED  
(facing north)

**Changes:**

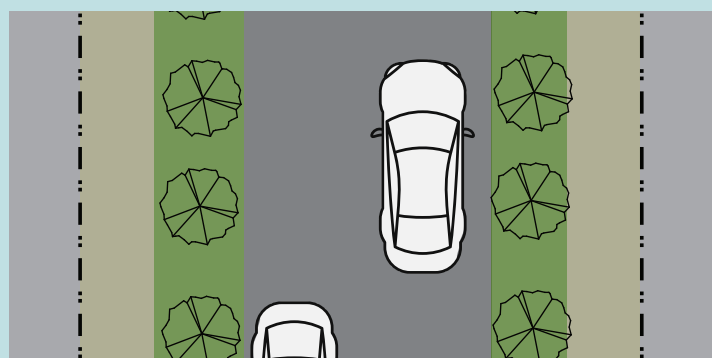
- » 11' buffer converted to 5' sidewalk and 6' buffer with landscaping
- » Add landscaping along sidewalks



PROPOSED



PROPOSED



### Recommended Improvements

The improvements below identify location specific improvements as well as corridor-wide improvements within Segment C. The location-specific improvements are identified on the maps on the next page.

#### Roadway

- A** Restripe roadway on Disston Avenue
  - » 9 ft. Travel lanes
- B** Repave Disston Avenue from Pine Street to Live Oak Street

#### Sidewalks

- C** Improve sidewalk on west side of Disston Avenue from E Tarpon Avenue to E Orange Street
- D** Add sidewalk on east side of Disston Avenue from E Orange Street to Live Oak Street
  - » 5 ft. Sidewalk

#### Traffic Calming

- E** Disston Avenue
  - » Raised intersection at Pine Street (includes drainage improvements)
  - » Raised intersection at E Spruce Street (includes drainage improvements)

#### Intersections and crossings

- F** Improve intersection and crossings at E Tarpon Avenue
  - » Conduct a traffic analysis for Rectangular Rapid Flashing Beacon (RRFB) implementation
  - » Construct ADA-compliant curb ramps
- G** Improve intersection and crossings at Pine Street
  - » Add high emphasis crosswalks
  - » Replace non-standard signage with compliant signage
  - » Construct a raised intersection

- » Construct ADA-compliant curb ramps

- H** Improve intersection and crossings at E Spruce Street
  - » Add high emphasis crosswalks
  - » Replace non-standard signage with compliant signage
  - » Construct a raised intersection and address flooding issues
  - » Construct ADA-compliant curb ramps
- I** Improve intersection and crossings at Live Oak Street
  - » Add high emphasis crosswalks
  - » Construct ADA-compliant curb ramps

#### Corridor-wide

- Address ADA non-compliant curb ramps, sidewalks, tripping hazards, and crossings
- Add pedestrian scale lighting on Disston Avenue
- Address maintenance issues relating to landscaping
- Add landscaping and canopy trees to calm traffic and provide shade

## Disston Avenue: Tarpon Avenue to Pent Street

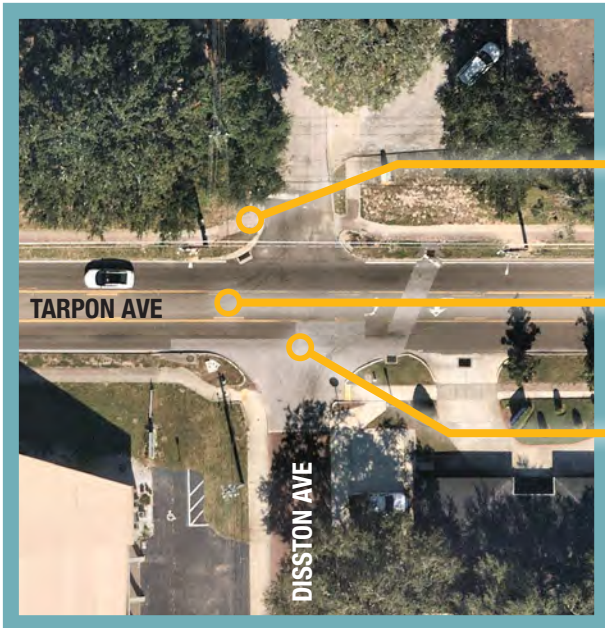


## Disston Avenue: Pent Street to Live Oak Street





Improvement Highlights



ADA-COMPLIANT CROSSINGS



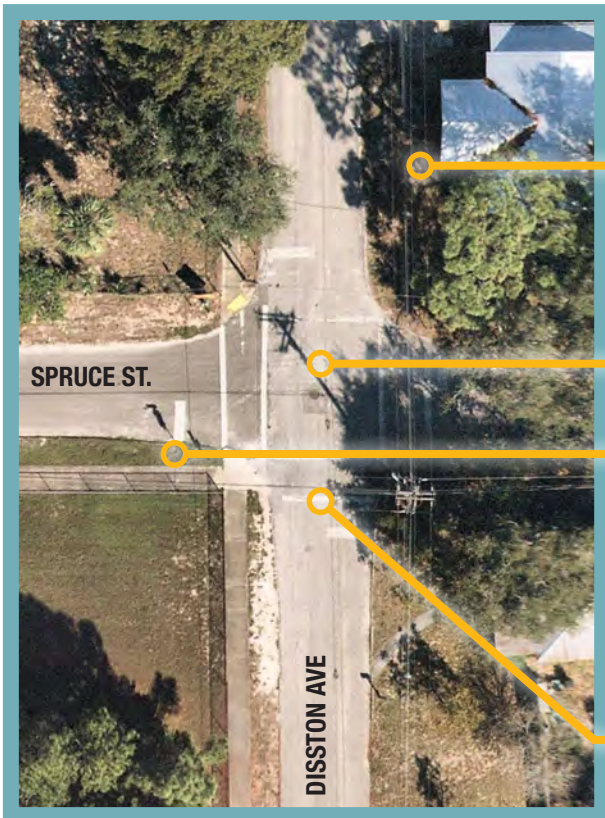
RRFB



HIGH EMPHASIS CROSSWALKS



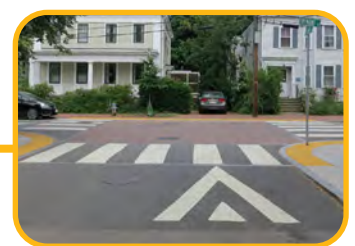
Location: Disston Avenue and Tarpon Avenue.  
Improvements include: Conduct a traffic analysis for Rectangular Rapid Flashing Beacon (RRFB) implementation, construct ADA-compliant curb ramps.



SIDEWALKS & LANDSCAPING



RAISED INTERSECTION



COMPLIANT SIGNAGE



INTERSECTION/ CROSSWALK MURAL



Location: Disston Avenue and Spruce Street.  
Improvements include: Add high emphasis crosswalks, replace non-standard signage with compliant signage, construct a raised intersection, construct ADA-compliant curb ramps, construct a sidewalk on east side of the street.



## Improvement Highlights



Location: Disston Avenue and Pine Street.

### IMPROVEMENTS:

- A** High emphasis crosswalks
- B** Replace non-standard signage with compliant signage
- C** Construct raised intersection
- D** Construct ADA-compliant curb ramps
- E** Construct sidewalk on east side of Disston Avenue

## Improvement Matrix

The Improvement Matrix table on the following page indicates potential improvements for Segment C. The improvements are identified corridor-wide and at specific intersections on Disston Avenue. The potential improvements are implemented from the Improvement Glossary (see pages 14-17). More information and graphic examples of these improvement can be found in the Glossary.

## SEGMENT C: TARPON AVENUE TO LIVE OAK STREET

DISSTON AVENUE	Corridor-wide	E Tarpon Avenue	E Orange Street	E Center Street	E Cypress Street	Pent Street	
Pedestrian Improvements							
Sidewalks	✓						
Multi-use Trail							
Pedestrian-Scale Lighting	✓						
Roadway Improvements							
Restripe Roadway Markings	✓						
Reduce Speed Limit							
All-Way Stop							
Repave Roadway	✓						
Shared Lane Markings							
Stormwater Improvements							
Intersection and Crossing Improvements							
ADA-Compliant Curb Ramps	✓						
High-Emphasis Crosswalks		✓	✓		✓		
Curb Extensions/Bulb-Outs		✓					
RRFBs/Midblock Crossings		✓					
Standard Signage							
Traffic Calming Tools							
Enhanced Landscaping/Street Trees	✓						
Medians							
Pedestrian Safety Islands		✓					
Pinchpoints/Chicanes							
Curb Radii Reduction		✓					
Raised Intersection							
Lane Width Reduction							
Roundabout							
Neighborhood Traffic Circles							
Speed Feedback Signs							
On-street Parking							
Speed Hump/Table							
Safety Improvements							
Access Management/Driveway Consolidation	✓						
Maintain Landscaping and Debris	✓						
Placemaking							
Wayfinding	✓						
Painted Intersections/Crosswalks			✓				





# Traffic Analysis and Context Classification





# TRAFFIC ANALYSIS AND CONTEXT CLASSIFICATION

## Traffic Analysis

A traffic analysis was performed to analyze and document the traffic impacts of a new roadway connection on Disston Avenue. The findings from this analysis are explained in greater detail in **Appendix B**. The summary of findings from the traffic analysis are found below:

- » A new roadway connection would not alleviate US 19 or US Alt. 19 congestion but it would offer an alternative route for local traffic to avoid these corridors and will provide greater options.
- » Added trips on Disston Avenue are projected to be local trips, meaning it would be used by people moving within the City. There is limited to no evidence that Disston Avenue would be used for Pasco County trips.
- » A new roadway connection would decrease the use of Curlew Place and some portions of US Alt. 19
- » The new roadway connection restores the grid network, similar to the rest of the City, which improves connectivity and mobility.



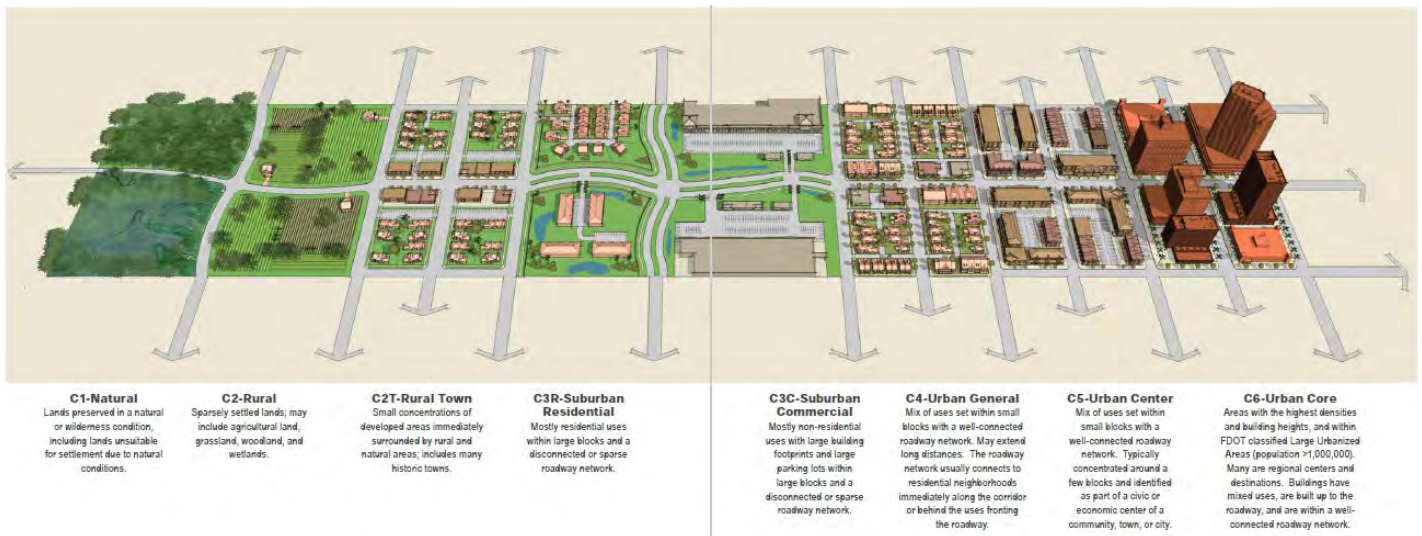
## Context Classification

The Disston Avenue corridor was reviewed to determine the context classification that will be considered in the development of the project recommendations based on FDOT methodology. FDOT provides a context classification matrix that details a broad description of distinguishing characteristics of land use and street patterns for each context classification. The matrix also explains primary and secondary measures for each classification along with thresholds to further assist in analysis and classification. Primary measures include block length, land use, and building height. Secondary measures include allowed residential density and population density. Based on this criteria, the context classification for Disston Avenue is as follows:

- » Klosterman Road to South of "the Gap:" C-3R-Suburban Residential
- » North of "the Gap" to Live Oak Street: C-4-Urban General

The FDOT methodology provides the following description of these two classifications:

- » **C3R-Suburban Residential:** Mostly residential uses within large blocks and a disconnected or sparse roadway network.
- » **C4-Urban General:** Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.



FDOT Context Classifications

Source: Florida Department of Transportation

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# Next Steps





# NEXT STEPS, FUNDING, AND PARTNERSHIPS

## RECOMMENDED NEXT STEPS

The Disston Avenue Complete Streets Concept Plan is an initial step that develops a framework to creating a safer, better connected corridor where mobility helps the community thrive. To implement the concepts described in the previous chapter, next steps have been developed by segment.

### Segment A - Klosterman Rd. to South of Gap

- » Traffic calming: Add improvements (*near-term/immediate*)
- » Address non-ADA compliant curb ramps, sidewalks, tripping hazards and crossings (*near-term/immediate*)
- » Sidewalks: Improve sidewalks on east side (*short-term*)
- » Intersections: Implement safety improvements at intersections (*short-term*)
- » Improve flooding at Woodhill Drive (*short-term*)
- » Multi-use trails: Add multi-use trail on the west side (*short-term to mid-term*)
- » Improve crossings (near-term/short-term) and implement intersection improvements (*short-term to mid-term*)
- » Partner with Pinellas County on Klosterman Road (*mid-term*)

### Gap Segment

- » Conduct additional environmental and engineering investigations to determine the feasibility of any public use for the area (stormwater, ecosystem/habitat restoration, recreation, multi-use trail, roadway, or other) (*near-term/immediate*)
- » Conduct additional public outreach (*near-term/immediate*)

### Segment B - North of Gap to Tarpon Ave.

- » Traffic calming: Add improvements (*near-term/immediate*)
- » Address non-ADA compliant curb ramps, sidewalks, tripping hazards and crossings (*near-term/immediate*)
- » Sidewalks: Fill sidewalk gap on west side (*short-term*)
- » Intersections: Implement safety improvements at key intersections (*short-term*)
  - Disston Avenue and Meres Boulevard/Mango Street
  - Disston Avenue and Harrison Street
  - Disston Avenue and Lime Street
- » Improve crossings (*near-term/short-term*) and implement intersection improvements (*short-term to mid-term*)

## Segment C - Tarpon Ave. to Live Oak St.

- » Traffic calming: Add improvements (*near-term/immediate*)
- » Address non-ADA compliant curb ramps, sidewalks, tripping hazards and crossings (*near-term/immediate*)
- » Update non-standard signage to compliant signage (*near-term/immediate*)
- » Sidewalks: Fill sidewalk gap on east side (*short-term*)
- » Improve flooding and stormwater issues at intersections (*short-term*)
- » Intersections: Implement safety improvements at key intersections (*short-term*)
  - Disston Avenue and Pine Street
  - Disston Avenue and Spruce Street
- » Improve crossings (*near-term/short-term*) and implement intersection improvements (*short-term to mid-term*)

## PARTNERSHIPS AND FUNDING

Partnerships with local, regional, and state agencies as well as interdepartmental coordination and cooperation will be essential to achieve the improvements identified in this Plan. There are opportunities for other funding sources, outside of the City funds, to implement these projects. Below are a list of partnerships and grant funding assistance the City can pursue to fund multimodal improvements, like those outlined in this Plan:

- » Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants
- » Reconnecting Communities Pilot Program Grant
- » Safe Streets and Roads for All Program
- » Healthy Streets Program
- » Forward Pinellas Transportation Alternatives Grant Funding
- » Forward Pinellas Complete Streets Grant Funding
- » Forward Pinellas Multimodal Transportation Priority Projects
- » Continue to partner with Forward Pinellas to include projects into the Long Range Transportation Plan (LRTP)
- » Community Development Block Grants (CDBG)
- » State Infrastructure Bank Loans: Loan from the State of Florida for the development of Infrastructure Projects
- » Environmental Protection Agency (EPA): Grant opportunities for green infrastructure and landscaping, healthy communities initiatives, and brownfields
- » Housing and Urban Development (HUD): Community Development Block Grant Program (CDBG) grants to benefit low to moderate income persons and communities, sustainable communities grants

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## MEMORANDUM

Date: October 21, 2022

From: Costa Vatikiotis, Mayor

To: Board of Commissioners

Subj: Discussion and Authorization for the City's Litigation Attorney to file a Motion to Stay Court Proceedings in the Matter of Concerned Citizens vs Kamil Salame, Morgan Group, City of Tarpon Springs

---

Filing the subject motion to stay is a natural consequence to the City appointing a Special Counsel to conduct an investigation concerning certain administrative procedural matters involving the City of Tarpon Springs, and the Morgan Group and its agents. The investigation will consider a number of potential issues that may have a material effect on the facts of the writ of certiorari. Memoranda from the Special Counsel agenda item heard at the Commission meeting of October 11th address the potential related issues.

There are two parts to this agenda item.

**The first part is the discussion and authorization for the Motion to Stay.** Regarding background information specific to this request, I have attached an email chain between myself and our former litigation attorney from October 12th posing a question of whether the court should be notified of the City appointing a Special Counsel. The attorney, "under the circumstances," was unable to answer the question. I also explored other avenues with the City Manager to get an answer, but decided to wait. As an aside, our former litigation attorney withdrew from other ongoing cases, as well. Also, at the meeting of the 11th, the Commission approved the City administration to proceed with obtaining the services of several law firms for legal services on an interim basis. On October 19th, Mr. Andrew Salzman was retained as our litigation attorney for the foreseeable future.

I waited until Mr. Salzman came onboard and posed the same question to him. Mr. Salzman concurred with filing a motion. He will be available for this agenda item at the Commission meeting to answer any questions. He was also clear in pointing out that making a motion and informing the court of the pending investigation does not mean the court will grant the motion. I have forwarded Mr. Salzman the relevant background memoranda concerning the Special Counsel appointment that the Commission has already received.

For the record, Mr. Salzman made it known to me that his wife works for the law firm of Johnson, Pope, Bokor, Ruppel, & Burns which is Mr. Ed Armstrong's former firm. I also knew Mr. Armstrong, and the firm's founder, Mr. Tim Johnson, when they were both active in that firm. I do not have an issue with this situation.

**The second part of this item is to identify a liaison to work with Mr. Salzman in managing the writ of certiorari case brought by the Concerned Citizens.** This decision would apply to the Colson case, as well, if it proceeds any further. Given my similar role with the Special Counsel, it seems I would be the likely choice here, too. It's important to know that up to this point, the City Manager has been working with the City's litigation attorneys in managing all of our court cases. However, given the circumstances, it may be best to separate the City Manager's involvement from the writ of certiorari and the Colson case for now. The City Manager will continue assisting in managing the litigation for the other court cases that are unrelated to the Anclote Harbors Apartments project.

**Lastly, for information concerning a schedule for selecting a Special Counsel and separate litigation attorney,** it appears the selection could occur as soon as the December 6th meeting. Ms. Lewis will try to have qualification packets to you late the week before. At the last meeting in November, the Commission can decide on how to proceed in selecting the Special Counsel, either each Commissioner can contact the firms individually with any questions or it can be done as a group. If the Commission wishes to do it as a group, it will likely involve a Special or Work Session either before or right after the December 6th meeting.

For permanent City Attorney Services, the December 13th meeting is more likely the soonest date for this matter to come before the Commission because of an anticipated heavy agenda on the 6th. Please contact the City Manager to discuss these dates further if you have any questions.

Thank you.



---

**RE: Clay G. Colson v. City of Tarpon Springs - CONFIDENTIAL - NOT SUBJECT TO PUBLIC RECORDS LAW UNTIL CONCLUSION OF LITIGATION**

1 message

---

**Costa Vatikiotis** <cvatikiotis@ctsfl.us>  
To: Jay Daigneault <Jay@cityattorneys.legal>

Wed, Oct 12, 2022 at 14:00

Ok. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jay Daigneault <Jay@cityattorneys.legal>

Date: 10/12/22 1:58 PM (GMT-05:00)

To: Costa Vatikiotis <cvatikiotis@ctsfl.us>

Cc: Mark LeCouris <mlecouris@ctsfl.us>

Subject: RE: Clay G. Colson v. City of Tarpon Springs - CONFIDENTIAL - NOT SUBJECT TO PUBLIC RECORDS LAW UNTIL CONCLUSION OF LITIGATION

**External Email**- Use caution with links and attachments

I am not able to answer your question under the circumstances—it will need to be raised with successor counsel when chosen. Please let me know as soon as possible who that counsel is and I will promptly transition the files to him or her.

**Jay Daigneault, Esq., B.C.S.**

*Board Certified in City, County & Local Government Law*

**Managing Partner**



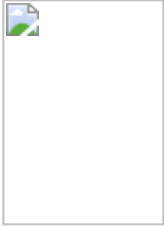
1001 South Fort Harrison Avenue, Suite 201

Clearwater, Florida 33756

( Phone: (727) 733-0494, ext. 106

7 Fax: (727) 733-2991

\* Email: [jay@cityattorneys.legal](mailto:jay@cityattorneys.legal)



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---

**From:** Costa Vatikiotis <cvatikiotis@ctsfl.us>  
**Sent:** Wednesday, October 12, 2022 8:29 AM  
**To:** Jay Daigneault <[Jay@cityattorneys.legal](mailto:Jay@cityattorneys.legal)>  
**Cc:** Mark LeCouris <mlecouris@ctsfl.us>  
**Subject:** RE: Clay G. Colson v. City of Tarpon Springs - CONFIDENTIAL - NOT SUBJECT TO PUBLIC RECORDS LAW UNTIL CONCLUSION OF LITIGATION

This email is a follow-up to our communication concerning an attorney for the litigation over the Anclote Harbor Apartments project. I understand the Colson Case is finished unless the Plaintiff appeals to Florida's Supreme Court. Regarding the Concerned Citizens writ certiorari, the Commission is aware that this case (including the Colson Case pending a further appeal ) will be turned over to an interim attorney. It will take about a week to select the interim attorney. Also for information, the Commission has chosen to select a separate permanent litigation attorney independent of a City Attorney and Special Counsel.

I am also letting you know that the Commission has approved a Special Counsel to investigate questionable activities involving Morgan Group agents and certain City staff. These activities involve crafting and pushing the adoption of certain Land Development Code amendments under pretenses that misrepresented their purpose. At least one of these amended ordinances, specifically that pertaining to Conditional Uses, was critical to the approval of the Anclote Harbor Apartments project which is the subject of the writ certiorari. I do not know where the investigation will lead. However, it may identify actionable issues involving individuals and the Land Development Code amendments.

A couple of residents asked at the Commission meeting that we send "a letter" notifying the Court of the investigation. The Commission did not act on that request. However, at this point, I am simply letting you know of the investigation.

Nevertheless, let me ask, "Is there an obligation under the Court's rules to notify it of any matters that may have an effect on the facts of the case?" If so, does it require formal action by the Commission to direct you to make that communication with the Court?

This email is strictly informational except for the questions. However, if it contains information that is considered opinion. That opinion is my own and not necessarily that of the Commission.

Thank you,  
Costa Vatikiotis



Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Costa Vatikiotis <[cvatikiotis@ctsfl.us](mailto:cvatikiotis@ctsfl.us)>

Date: 10/8/22 2:50 PM (GMT-05:00)

To: Jay Daigneault <[Jay@cityattorneys.legal](mailto:Jay@cityattorneys.legal)>

Cc: Mark LeCouris <[mlecouris@ctsfl.us](mailto:mlecouris@ctsfl.us)>

Subject: RE: Clay G. Colson v. City of Tarpon Springs - CONFIDENTIAL - NOT SUBJECT TO PUBLIC RECORDS LAW UNTIL CONCLUSION OF LITIGATION

Thank you for the information, Jay. Ok. For now, you do not need anything. By gap attorney, you mean whoever is chosen on an interim basis for City Attorney. The interim attorney will then turnover to whoever the Commission chooses for the litigation, permanent, Special Counsel, or a separate attorney brought on specifically for the litigation. If that is correct, you do not need to respond. Thanks again.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jay Daigneault <[Jay@cityattorneys.legal](mailto:Jay@cityattorneys.legal)>

Date: 10/8/22 2:30 PM (GMT-05:00)

To: Costa Vatikiotis <[cvatikiotis@ctsfl.us](mailto:cvatikiotis@ctsfl.us)>, Mark LeCouris <[mlecouris@ctsfl.us](mailto:mlecouris@ctsfl.us)>

Subject: RE: Clay G. Colson v. City of Tarpon Springs - CONFIDENTIAL - NOT SUBJECT TO PUBLIC RECORDS LAW UNTIL CONCLUSION OF LITIGATION

**External Email**- Use caution with links and attachments

I don't need anything. I understand from your 10/5 memorandum regarding retention of special counsel that the new/gap city attorney may not be called upon to handle litigation concerning the Morgan Group. While that may ultimately be the BOC's choice, I am going to need to turn over all uninsured litigation matters to the new/gap city attorney as soon as that person is selected presuming the BOC votes to retain special counsel as set forth in the backup to the agenda item. Then, that lawyer can turn the cases over to other selected counsel as per the BOC's direction.

As to litigation matters covered by the City's FMIT policy, the law firm of Dean Ringers Morgan & Lawton out of Orlando will be substituting in as of Wednesday presuming that the BOC votes to retain special counsel as set forth in the backup to the agenda item.

**Jay Daigneault, Esq., B.C.S.**

*Board Certified in City, County & Local Government Law*

**Managing Partner**



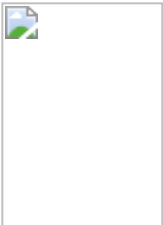
1001 South Fort Harrison Avenue, Suite 201

Clearwater, Florida 33756

( Phone: (727) 733-0494, ext. 106

7 Fax: (727) 733-2991

\* Email: [jay@cityattorneys.legal](mailto:jay@cityattorneys.legal)



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---

**From:** Costa Vatikiotis <[cvatikiotis@ctsfl.us](mailto:cvatikiotis@ctsfl.us)>  
**Sent:** Saturday, October 8, 2022 1:42 PM  
**To:** Mark LeCouris <[mlecouris@ctsfl.us](mailto:mlecouris@ctsfl.us)>  
**Cc:** Jay Daigneault <[Jay@cityattorneys.legal](mailto:Jay@cityattorneys.legal)>  
**Subject:** FW: Clay G. Colson v. City of Tarpon Springs - CONFIDENTIAL - NOT SUBJECT TO PUBLIC RECORDS LAW UNTIL CONCLUSION OF LITIGATION


Sorry, forgot to copy you on my email to Jay. Thanks.

Sent from my Verizon, Samsung Galaxy smartphone

<

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**2 attachments**

 **image001.png**  
9 KB

 **image002.png**  
10 KB



# *City of Tarpon Springs, Florida*

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

**October 21, 2022**

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

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

**Subject: Authorize Execution of Contract for Purchase of Vacant Land on South Florida Avenue and Preparation of Referendum Documents**

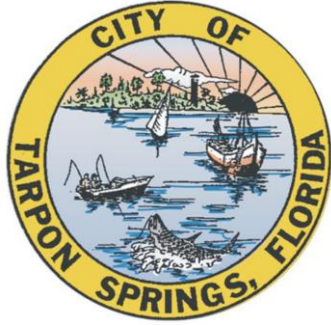
**Recommendation:**

That the Board of Commissioners authorize staff to execute a contract for purchase of vacant land on South Florida Avenue and to proceed with preparation of any documents necessary for referendum.

**Background:**

This agenda item deals with the final sales agreement for purchase of the Ross property on South Florida Avenue for \$728,000. This property was one of the Board of Commissioners' approved properties to pursue for stormwater and land preservation purposes. This property sale includes our easement on another piece of adjacent property of the same owner necessary for stormwater purposes. With this approval to sign the contract, staff will proceed with necessary steps to put on the referendum for the March election.





# *City of Tarpon Springs, Florida*

324 E. PINE STREET  
P.O. BOX 5004  
TARPON SPRINGS, FLORIDA 34688-5004  
(727) 942-5612  
FAX (727) 942-5637

October 21, 2022

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To: Mark G. LeCouris, City Manager  
From: Ron Harring, CPFO, CGFO, Finance Director  
Subject: Funding for Henry Ross Land Purchase

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Funding for Henry Ross Eastern Segment Land Purchase:

Land Preservation Fund	\$180,000
Stormwater Fund	\$148,000
ARPA	<u>\$400,000</u>
Total	\$728,000

# Vacant Land Contract

- 1\* **1. Sale and Purchase ("Contract"):** HENRY ROSS ("Seller")  
 2\* and CITY OF TARPON SPRINGS, FLORIDA a municipal corporation of the State of Florida ("Buyer")  
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 4 described as:  
 5\* Address: S. FLORIDA AVENUE, TARPON SPRINGS, FLORIDA  
 6\* Legal Description: PART OF SW 1/4 OF SW 1/4 OF SEC 14-27-15 DESC BEG NE COR OF LOT 42, BLK A OF  
 7 GULFIEW RIDGE TH N89D42'49"W 692.54FT TH N08D05'13"W 217.98 FT TH S89D39'E 722.12 FT TH  
 8 S00D17'29"E 214.87FT TO POB CONT 3.49AC  
 9  
 10  
 11\* SEC \_\_\_/TWP /\_\_\_/ RNG \_\_\_ of PINELLAS County, Florida. Real Property ID No.: 14-27-15-00000-330-1110  
 12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
 13  
 14\* **2. Purchase Price:** (U.S. currency) ..... \$ 728,000.00  
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 16\* Escrow Agent's Name: EXECUTIVE TITLE SERVICES OF FLORIDA, INC.  
 17\* Escrow Agent's Contact Person: NIKKI CONNELL  
 18\* Escrow Agent's Address: 5419 MAIN STREET NEW PORT RICHEY, FL. 34652  
 19\* Escrow Agent's Phone: 727-848-4111  
 20\* Escrow Agent's Email: nikki@executivetitleservicesfl.com  
 21  
 22\* **(a) Initial deposit (\$0 if left blank) (Check if applicable)**  
 23\*  accompanies offer  
 24\*  will be delivered to Escrow Agent within 3 days (3 days if left blank)  
 25 after Effective Date ..... \$ 10,000.00  
 26\* **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**  
 27\*  within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
 28\*  within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ \_\_\_\_\_  
 29\* **(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ \_\_\_\_\_  
 30\* **(d) Other:** ..... \$ \_\_\_\_\_  
 31\* **(e) Balance to close** (not including Buyer's closing costs, prepaid items, and prorations)  
 32\* to be paid at closing by wire transfer or other Collected funds ..... \$ 718,000.00  
 33\* **(f)**  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
 34\* unit used to determine the purchase price is  lot  acre  square foot  other (specify): \_\_\_\_\_  
 35 prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
 36 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
 37\* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
 calculation: \_\_\_\_\_  
 38  
 39\* **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 40 delivered to all parties on or before October 28, 2022, this offer will be withdrawn and Buyer's deposit, if  
 41 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
 42 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**  
**has signed or initialed and delivered this offer or the final counter-offer.**  
 43\* **4. Closing Date:** This transaction will close on APRIL 15, 2023 ("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.

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

82\* (3)  **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

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

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

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

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

104\* (**Check one**)  **Seller's**  **Buyer's** expense and

105\* (**Check one**)  within \_\_\_\_\_ days after Effective Date  at least 10 days before Closing Date,

106\* (**Check one**)

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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

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

(a) **Inspections: (Check (1) or (2))**

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

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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 3 of 8 pages.



- 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  
 170 Contract 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: \_\_\_\_\_ HOMEFRONT TRANSACTION FEE \$295.00
- 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**

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

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  
245 receive 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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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  
386 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
387 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**  
303 **rely 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  
309 failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not  
310 limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and  
311 remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the  
312 scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral,  
313 recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses  
314 incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their  
315 respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this  
316 Paragraph, Broker will be 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\* BONNIE BROOKS SL535637 N/A N/A  
328 **Seller's** Sales Associate/License No. **Buyer's** Sales Associate/License No.

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329\* bonniem.brooks@yahoo.com  
330 **Seller's** Sales Associate Email Address  
331  
332\* 17279671108  
333 **Seller's** Sales Associate Phone Number  
334  
335\* HOMEFRONT REALTY  
336 **Listing Brokerage**  
337  
338\* 1245 S. PINELLAS AVE., T.S. FL. 34689  
339 **Listing Brokerage Address**

bonniem.brooks@yahoo.com  
**Buyer's** Sales Associate Email Address  
  
**Buyer's** Sales Associate Phone Number  
  
**Buyer's Brokerage**  
  
**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:** PURCHASE OF PROPERTY FOR STORMWATER AND LAND PRESERVATION.  
346 Buyer's performance of this Contract is contingent upon the following conditions:  
347 Approval by the Board of Commissioners of the City of Tarpon Springs, Florida, by a supermajority; and  
348 Approval by the voters of the City of Tarpon Springs, Florida at a referendum election.

349  
350 This contract is subject to the provisions of Section 2-216 of the City of Tarpon Springs Code of Ordinances.

351  
352 This contract is subject to the provisions of Section 166.045 Florida Statutes.

353  
354 As additional consideration for this contract at Closing Seller shall grant unto Buyer a perpetual drainage easement  
355 on, across, through, over and upon Seller's adjacent real property known as S. Florida Avenue, Tarpon Springs, Fl.  
356 (Parcel identification Number 14-27-15-00000-330-1200). The exact legal description of the drainage easement will  
357 be determined by a mutually satisfactory survey prepared and paid for by the Buyer. This contract is contingent upon  
358 the execution and recordation of said drainage easement in the Public Records of Pinellas County, Florida, at Seller's  
359 and Buyer's mutual cost and expense. This Paragraph shall survive the Closing Date.;

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:** \_\_\_\_\_ Date: \_\_\_\_\_  
368\* Print name: \_\_\_\_\_

369\* **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_  
370\* Print name: \_\_\_\_\_

371 **Buyer's** address for purpose of notice:  
372\* Address: \_\_\_\_\_  
373\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

374\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
375\* Print name: \_\_\_\_\_

376\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
377\* Print name: \_\_\_\_\_

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 7 of 8 pages.



378 **Seller's** address for purpose of notice:

379\* Address: \_\_\_\_\_

380\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14x Rev 9/22

Serial#: 053590-800166-6372060

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 Form  
Simplicity

**APPRAISAL REPORT**

**HENRY ROSS RESIDENTIAL ACREAGE  
EAST OF S. FLORIDA AVENUE ON PENINSULAR ROAD  
TARPON SPRINGS, FLORIDA 34689**

**DATE OF VALUATION**

**AUGUST 31, 2022**

**PREPARED FOR**

**MR. BOB ROBERTSON  
PROJECT ADMINISTRATION DIRECTOR  
CITY OF TARPON SPRINGS  
324 E. PINE STREET  
TARPON SPRINGS, FLORIDA 34689**

**E-MAIL: RROBERTSON@CTSFL.US**

**PREPARED BY**

**JAMES M. MILLSPAUGH, MAI  
JAMES MILLSPAUGH & ASSOCIATES, INC.  
110 TURNER STREET  
CLEARWATER, FL 33756-5211**

**JAMES MILLSPAUGH & ASSOCIATES, INC.**  
**REAL ESTATE APPRAISERS & CONSULTANTS**  
**LICENSED REAL ESTATE BROKER**

110 TURNER STREET, CLEARWATER, FLORIDA 33756-5211 PHONE: (727) 461- 2648 FAX: 442-8922  
E-MAIL: jim@millspaugh-appraisals.com | WEBSITE: www.millspaugh-appraisals.com

September 16, 2022

Mr. Bob Robertson  
Project Administration Director  
City Of Tarpon Springs  
324 E. Pine Street  
Tarpon Springs, Florida 34689  
E-Mail: robertson@ctsfl.us

Re: Appraisal Services  
Henry Ross Residential Acreage  
East Of S. Florida Avenue on Peninsular Road  
Tarpon Springs, Florida 34689

Dear Mr. Robertson:

At your request, I have made an appraisal of the current market value of the fee simple and easement interests of the above referenced real property only. The property and methods utilized in arriving at the final value estimate are fully described in the attached report, which contains 18 pages and Addenda.

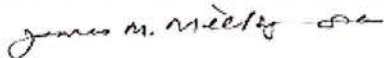
This Appraisal Report has been made in conformance with and is subject to the requirements of the Code of Professional Ethics and Uniform Standards of Professional Practice of the Appraisal Institute and the Appraisal Foundation. The Appraisal Report and final value estimate are subject to all attached Contingent and Limiting Conditions.

I have made a careful and detailed analysis of the subject property and after analyzing the market data researched for this report, I estimate that the market value of the referenced property and subject to the stated limitations, definitions and certifications as of August 31, 2022, was as follows:

<b>EASTERN SEGMENT:</b>	<b>\$491,312</b>
<b>WESTERN SEGMENT:</b>	<b>\$233,688</b>
<b>EASEMENT/DITCH:</b>	<b>\$ 28,517</b>

Respectfully submitted,

JAMES MILLSPAUGH & ASSOCIATES, INC.



James M. Millspaugh, MAI  
JMM:sg

**JAMES M. MILLSPAUGH, MAI**  
**State-Certified General Real Estate Appraiser RZ58**



**Public Works Department  
Office of the Director**

---

To: Mark LeCouris, City Manager  
From: Tom Funcheon, Public Works Director  
Date: June 9, 2022  
Subject: 1005 S. Florida Avenue

---

The property located at 1005 S. Florida Ave. has become available, and I am requesting to move forward with obtaining a property appraisal for the potential purchase of the property.

This property would be very beneficial for Stormwater purposes.

I am attaching background information from our Stormwater Engineer, and other pertinent details/information.



## Sherri Jacobs

---

**From:** Bryan Anderson <Bryan.Anderson@burgessniple.com>  
**Sent:** Friday, May 20, 2022 5:08 PM  
**To:** Anthony Mannello; Rick Aguiar  
**Cc:** Tom Funcheon; Sherri Jacobs  
**Subject:** RE: Stormwater Benefit Memo - Ross Property

External Email- Use caution with links and attachments

Afternoon Tony,

The property located East of 1005 S. Florida Avenue, herein called the "Ross Property" may be of interest to the City. First and foremost, the property has an open conveyance drainage ditch that traverses the property from North to South. This drainage ditch provides conveyance of stormwater runoff from approximately 52.5 acres, which includes a stormwater management facility located off Rosetree Lane and another located off of Jamaica Way. Maintaining this drainage ditch is vital to controlling upstream surface water levels in those stormwater management facilities and ultimately preventing roadway and possible structure flooding. Therefore, having adequate access to the drainage ditch for perpetual maintenance (removal of debris, sediment, nuisance vegetation and prevention of bank erosion) is very significant. There is a portion of the 52.5-acre watershed that does not discharge to the existing stormwater management facilities and flows through the ditch untreated. The discharge of this stormwater is located adjacent to Klosterman Bayou, an impaired waterbody (WBID 1508) with the Florida Department of Environmental Protection (FDEP). If the City owned the Ross Property, an offline stormwater management facility could be constructed to provide water quality benefit/treatment for the untreated stormwater runoff prior to discharging to the Klosterman Bayou, thus improving water quality of the Bayou and ultimately the St. Joseph Sound.

Please let me know if there are any questions and if we can assist further.

Respectfully,

**Bryan Anderson, PE, ENV SP**  
**Stormwater Section Director/Senior Project Manager**

**Burgess & Niple, Inc.**  
813.962.8689 x2233  
727.253.1944  
Tower Place, 1511 N. Westshore Blvd. | Suite 500  
Tampa, FL 33607  
[burgessniple.com](http://burgessniple.com)



**From:** Bryan Anderson  
**Sent:** Monday, May 16, 2022 8:49 AM  
**To:** Anthony Mannello <amannello@ctsfl.us>; Rick Aguiar <Rick.Aguiar@burgessniple.com>  
**Cc:** Tom Funcheon <tfuncheon@ctsfl.us>; Sherri Jacobs <sjacobs@ctsfl.us>  
**Subject:** RE: Stormwater Benefit Memo - Ross Property

Morning Tony,



# City of Tarpon Springs, Florida

Public Works Department  
Streets and Stormwater Division  
324 E. Pine Street  
Tarpon Springs, FL 34689  
(727) 942-5606

ANTHONY "TONY" MANNELLO  
STREETS & STORMWATER SUPERVISOR

Tuesday, May 31, 2022

Henry C Ross Jr.  
1005 S Florida Avenue  
Tarpon Springs, Florida 34689

**Re: Drainage Easement**

Dear Mr. Ross:

The City of Tarpon Springs Streets and Stormwater Division has been conducting research to remedy flooding issues in the area involving the Florida Oaks and Gulfview Ridge subdivisions. Your property lies directly between the above-mentioned areas and greatly effects the natural drainage pattern which has historically existed. I would like to arrange a meeting with you to discuss options for a mutually favorable course of action as well as to potentially relieve you from any possible liability that may arise in the future. Please contact me at your earliest possible convenience so we may resolve any issues prior to this years' rainy season. My contact information is listed below. I look forward to our meeting.

Sincerely,

**Anthony "Tony" Mannello**  
Streets & Stormwater Supervisor  
City of Tarpon Springs | 325 E. Pine Street Tarpon Springs, FL 34689  
Phone: 727-942-5606 | [amannello@ctsfl.us](mailto:amannello@ctsfl.us)

cc: Tom Funcheon, Public Works Director





Ross property

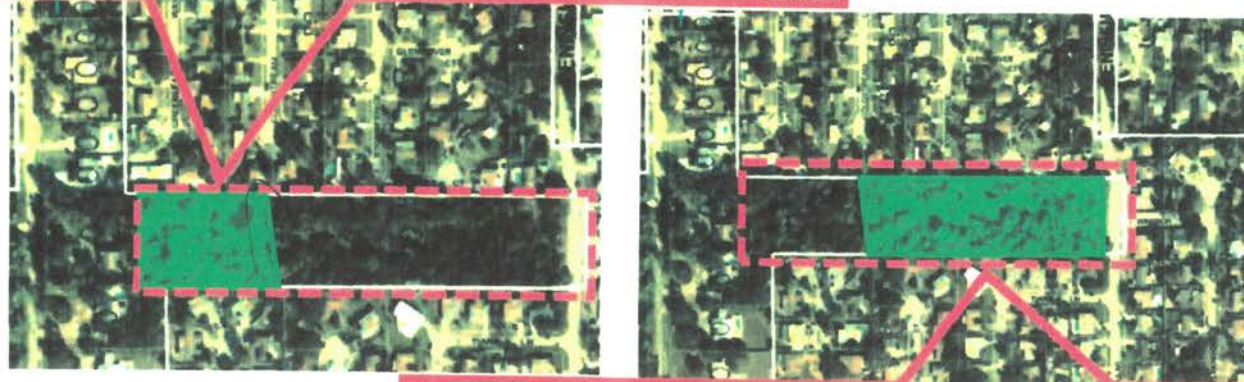
West Klosterman  
Preserve

Map labels include: LAKESIDE COLONY DR, DUKES DR, STARBOARD KEYS, WATER DR, WYOMING DR, EIGHTH ST, CAVE MILL WAY, KING TRICE, VILLAGE DR, WILSON DR, HARMON, ALEXANDER LN, TADPOLE POINT, S FLORIDA AVE, BIANE LN, GOSNEN RD, CROSSBOW LN, CONNECTICUT RD, RADDOCK, ROSE TREE LN, GANES WAY DR, TODDSMILL TRCE, LYNLEA LN, JAMICA WAY, CASTLEWORKS LN, PENINSULA RD, TRADEWINDS DR, MAINSAIL DR, CLIPPERS WAY, CAPTAINS WAY, GULFVIEW WOODS LN, PENLEAF WA, OLDSTREAM C, STONEFENCE WAY, CALUMET, GULF OAKS DR, BEAVER DR, COUNTY CT, CLARISSA LN, FORBES TRCE, TIARA LN, ELMENDORF TRCE, SUNSET RIDGE LN, CEDAR CT, W CURLLEW PL, CARLTON RD, GREYWOOD AVE, WERWOOD ST, CALOMINO DR, WINNERS CIR.



## Ross Property Information for Sale

14-27-15-00000-330-1200						
Current Property Record Land						
Tax Estimate			Updated April 27, 2022		Email Print	Radius Search
Ownership/Listing Address / County/Parcels Address			Site Address			
ROSS, HENRY CLEVE JR 1005 S FLORIDA AVE TARPON SPRINGS FL 34689-2947			S FLORIDA AVE TARPON SPRINGS			
2021 Land Information						
Serial: No	Land Use	Land Size	Footage		Total Adjustments	View: None
Market Value Of Ag Land (50)	0x0	0x0	Unit Value	Units	Adjusted Value	Method
Ornamentals Misc (69)	0x0	0x0	18000.00	1.6600	1.0000	\$298,500 AC
			5000.00	1.6600	1.0000	\$8,300 AC



### Purchase Information

- Both parcels are currently listed together.
- Current Listing Price: **\$1,000,080**
- Per owner, they felt that **\$700,000** seemed fair for a sales price. Realtor set the higher list price.
- Potential Motivation: Owner was very interested in having the land be potentially used for a Nature Park.

14-27-15-00000-330-1110						
Current Property Record Land						
Tax Estimate			Updated April 27, 2022		Email Print	Radius Search
Ownership/Listing Address / County/Parcels Address			Site Address			
ROSS, HENRY 1005 S FLORIDA AVE TARPON SPRINGS FL 34689-2947			S FLORIDA AVE TARPON SPRINGS			
County: (50) (Improved Agricultural)	Current Tax District: TARPON SPRINGS (C1)		Total Hatched SF:		Total Gross SF:	
PART OF SW 1/4 OF SW 1/4 OF SEC 14-27-15 DESC BEG NE COR OF LOT 42, BLK A OF GULFVIEW RIDGE TR N30D42-49°W 692.54FT TH N00D0°13'W 217.96FT TH S89D19E 722.12FT TH S00D17°29'E 214.87FT TO POB CONT 3.49 AC						
2021 Land Information						
Serial: No	Land Use	Land Size	Footage		Total Adjustments	View: None
Market Value Of Ag Land (50)	0x0	0x0	Unit Value	Units	Adjusted Value	Method
Ornamentals Misc (69)	0x0	0x0	130000.00	3.4900	1.0000	\$628,200 AC
			5000.00	3.4900	1.0000	\$17,450 AC

### Background Information

- Both parcels together, are of interest.
- Can be used as a Nature Preserve/Park.
- Will provide access to a very important drainage conveyance ditch that we need access to. (currently trying to get an easement over)
- Both Parcels total acreage = 5.15 acres.



Property Summary (as of 09-Jun-2022) ^

Parcel Number  
14-27-15-00000-330-1200

Owner Name  
ROSS, HENRY CLEVE JR

Property Use  
5001 Agricultural Residential

Site Address  
S FLORIDA AVE  
TARPON SPRINGS FL 34689

Mailing Address  
1005 S FLORIDA AVE  
TARPON SPRINGS FL 34689-2947

Legal Description  
PART OF SW 1/4 OF SW 1/4 OF SEC 14-27-15 DESC FROM NE COR OF LOT 42, BLK A OF GULFVIEW RIDGE TH N89D42'49"W 692.54FT FOR POB TH N08D05'13"W ...

[More](#)

Current Tax District  
TARPON SPRINGS (TS)

Year Built  
n/a

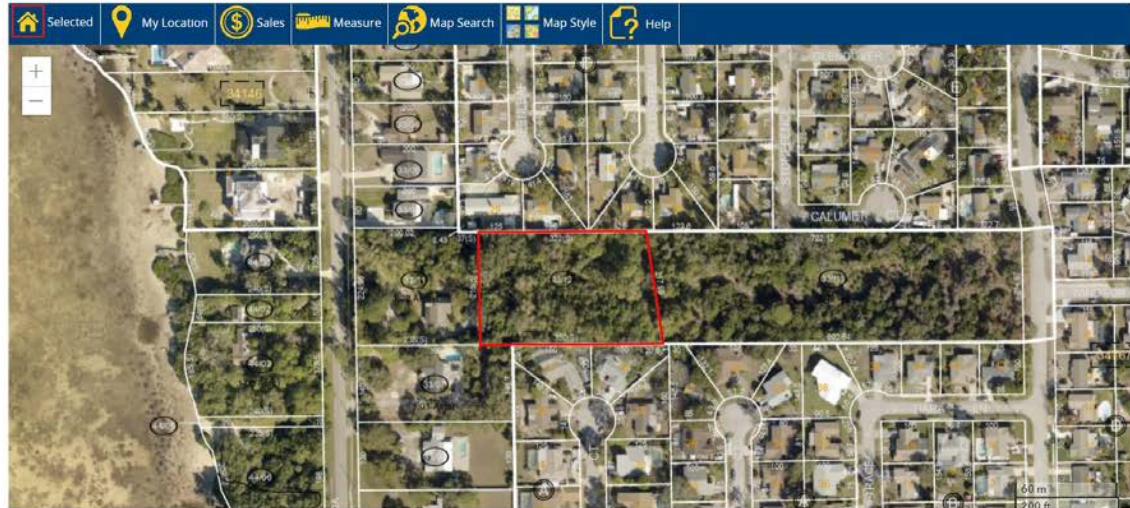
Living SF  
n/a

Gross SF  
n/a

Living Units  
n/a

Buildings  
0

Parcel Map ^



Property Summary (as of 09-Jun-2022) ^

Parcel Number  
14-27-15-00000-330-1110

Owner Name  
ROSS, HENRY

Property Use  
5010 Improved Agricultural

Site Address  
S FLORIDA AVE  
TARPON SPRINGS FL 34689

Mailing Address  
1005 S FLORIDA AVE  
TARPON SPRINGS FL 34689-2947

Legal Description  
PART OF SW 1/4 OF SW 1/4 OF SEC 14-27-15 DESC BEG NE COR OF LOT 42, BLK A OF GULFVIEW RIDGE TH N89D42'49"W 692.54FT TH N08D05'13"W 217.98FT ...

[More](#)

Current Tax District  
TARPON SPRINGS (TS)

Year Built  
n/a

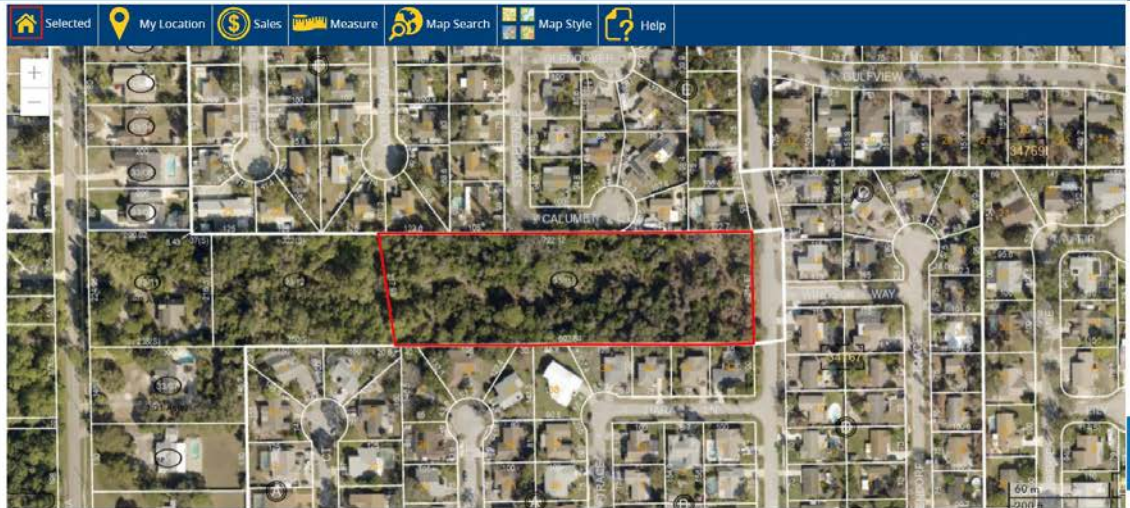
Heated SF  
n/a

Gross SF  
n/a

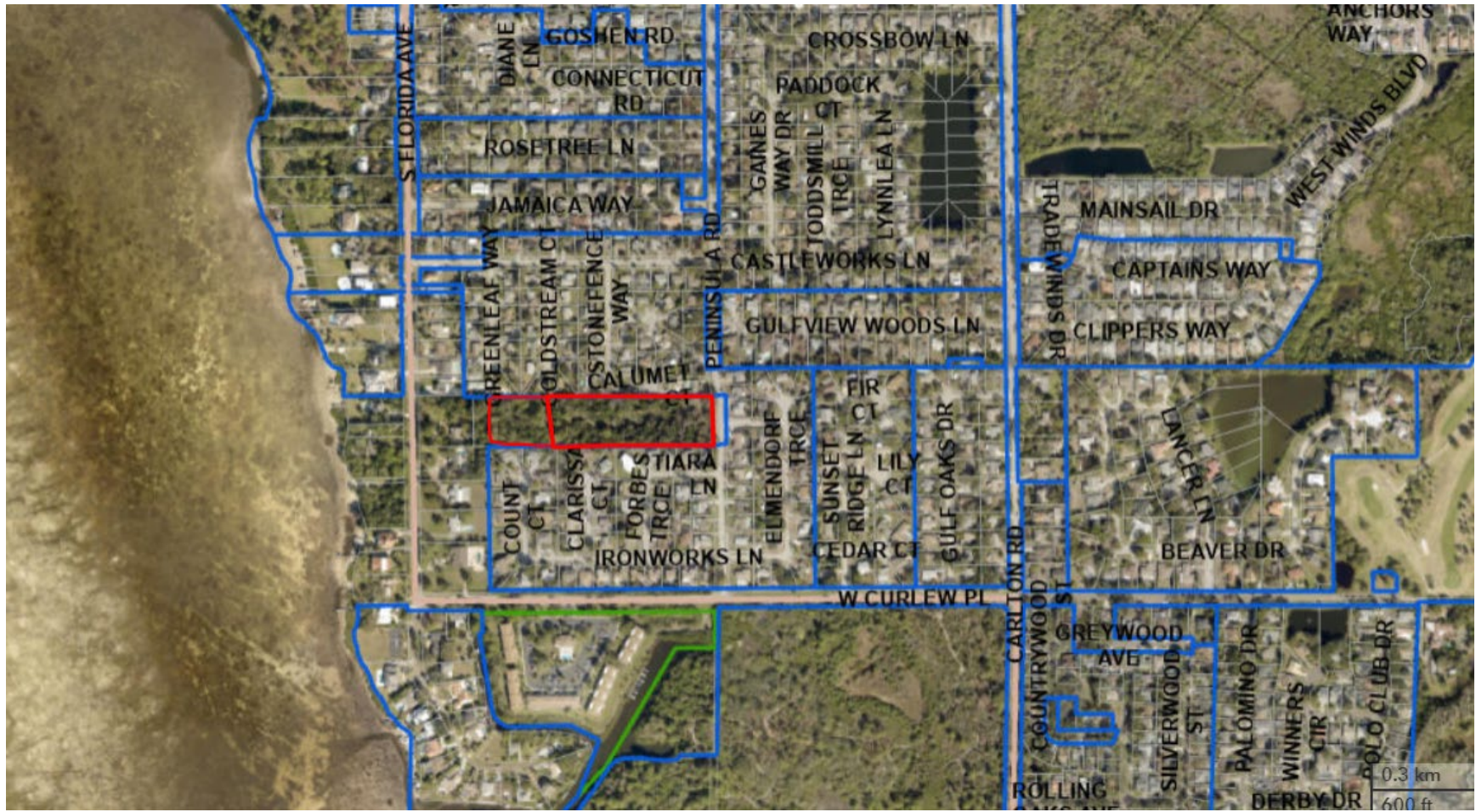
Living Units  
n/a

Buildings  
0

Parcel Map ^







MEMORANDUM

Date: October 21, 2022

From: Costa Vatikiotis, Mayor

To: Board of Commissioners

Subj: Consideration and Staff Authorization to Create a Hurricane Flooding Preparation/Recovery Fee

---

The purpose of this agenda item is to determine whether there is an interest to establish a one-time Hurricane Flooding Preparation/Recovery Mitigation Fee on new construction and substantial improvements in floodplains. It is a policy initiative. Approval of moving forward simply authorizes the staff to explore and draft an ordinance for implementing the policy. The draft ordinance will go through a subsequent discussion and approval by the Commission.

In the “wake” of Hurricane Ian, we are strongly reminded of the danger to human life and property from flooding. Many disbelievers concerning the threat and the accuracy of storm surge flooding predictions are now believers.

As a former PE who has worked on hundreds of waterfront homes, I frequently think about Einstein’s definition of insanity when it comes to Federal and State policies. Specifically, we continue to do the same thing over and over and expect a different outcome. Hurricane resilient design is a moving target. With each major storm, Florida’s requirements become more stringent. When I first started in structural design, the wind speed requirement for our area was 114mph. It’s now over 140 mph. If Florida’s shoreline residents and businesses wish to continue to build new and rebuild after such disasters like Hurricane Michael and Ian, the City, too, has a responsibility to its shoreline residences and businesses to do its part to provide as many safety precautions as feasible.

As you know, we are already working on a shoreline flooding inundation mitigation project for the Whitcomb Bayou/Spring Bayou area. FEMA and other Federal Agencies recognize the danger. Also, investing in damage mitigation has a multiplier effect on savings of recovery and restoration costs later. In addition, the City does not get reimbursed completely from its preparation and recovery costs. In practice, based on a discussion with the Chief Financial Officer, the City does not typically recover 5 to 12 percent of costs from a declared storm emergency, and no costs are recovered when there is no emergency declaration. (The City does not wait for an emergency declaration to be announced to begin preparations for a storm where the City could be affected.)

The grants to implement these precautions require matching funds. These matching funds and the flooding-related expenses that are not reimbursable come from a variety of City revenues.

All the money for grant matches and storm costs have one thing in common, the funds come from all residents and businesses in Tarpon Springs, not just the ones located along the shoreline and in flood prone areas. So, a separate fee to those who build in the floodplain is also a matter of fairness to the whole community. The amount of the fee would be determined by City staff based on some rational methodology that would be explained to the Commission later. I should also emphasize that the fee revenues should be used for flood-related matters. Wind, on the other hand, affects the entire City, not just residents residing in a floodplain.

I have attached a FEMA document that describes the costs and expenses of recovery from floods. The document focuses on the costs of individuals but it also gives a pretty good assessment of the total costs, in general. I also searched for other jurisdictions that charge similar fees. The only one that I identified nearby is Pasco County where it charges a similar fee for defraying the costs of providing evacuation shelters. In Pinellas County, the County government is responsible for shelters. However, as I was reminded, the City does use the Community Center as an employee dependents' shelter that needs improvements. I have also attached an application form for a floodplain utilization permit for another area. These fees are usually collected at the time of Building Permit or Certificate of Occupancy issuance. They are based on an "Equivalent Residential Unit" approach for residences and non-residential uses. I also recognize there may be legal issues for this type of ordinance. But, those, if any, would be worked through by the City Attorney and the City staff.

Thank you for your consideration.





AMERICAN INSTITUTES FOR RESEARCH®

# Costs and Consequences of Flooding and the Impact of the National Flood Insurance Program

Camilo Sarmiento and Ted R. Miller

Pacific Institute for Research and Evaluation

October 2006

Prepared under subcontract to the American Institutes for Research  
as part of the 2001–2006 Evaluation of the National Flood Insurance Program

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# **Costs and Consequences of Flooding and the Impact of the National Flood Insurance Program**

Prepared as part of the 2001-2006 Evaluation of  
the National Flood Insurance Program

Camilo Sarmiento and Ted R. Miller

Pacific Institute for Research and Evaluation  
11720 Beltsville Dr., Suite 900  
Calverton, MD 20705

October 2006

# REPORTS IN THE EVALUATION OF THE NATIONAL FLOOD INSURANCE PROGRAM

This Evaluation is composed of a series of reports assessing questions identified and prioritized by a steering committee about the National Flood Insurance Program. The reports of the Evaluation will be posted on the FEMA website as they are finalized. The website URL is <http://www.fema.gov/business/nfip/nfipeval.shtm>. The reports in the Evaluation are:

*The Evaluation of the National Flood Insurance Program – Final Report*  
American Institutes for Research and NFIP Evaluation Working Group.

*Assessing the Adequacy of the National Flood Insurance Program's 1 Percent Flood Standard.* Galloway, Baecher, Plasencia, Coulton, Louthain, and Bagha, Water Policy Collaborative, University of Maryland.

*The Role of Actuarial Soundness in the National Flood Insurance Program.* Bingham, Charron, Kirschner, Messick, and Sabade, Deloitte Consulting.

*Costs and Consequences of Flooding and the Impact of the National Flood Insurance Program.* Sarmiento and Miller, Pacific Institute of Research and Evaluation.

*Developmental and Environmental Impacts of the National Flood Insurance Program: A Review of Literature.* Rosenbaum, American Institutes for Research.

*The Developmental and Environmental Impact of the National Flood Insurance Program: A Summary Research Report.* Rosenbaum and Boulware, American Institutes for Research.

*An Evaluation of Compliance with the National Flood Insurance Program Part A: Achieving Community Compliance.* Monday, Grill, Esformes, Eng, Kinney, and Shapiro, American Institutes for Research.

*An Evaluation of Compliance with the National Flood Insurance Program Part B: Are Minimum Building Requirements Being Met?* Mathis and Nicholson, Dewberry.

*Evaluation of the National Flood Insurance Program's Building Standards.* Jones, Coulbourne, Marshall, and Rogers, Christopher Jones and Associates.

*Managing Future Development Conditions in the National Flood Insurance Program.* Blais, Nguyen, Tate, Dogan, and Petrow, ABSG Consulting; and Mifflin and Jones.

*The National Flood Insurance Program's Mandatory Purchase Requirement: Policies, Processes and Stakeholders.* Tobin and Calfee, American Institutes for Research.

*The National Flood Insurance Program's Market Penetration Rate: Estimates and Policy Implications.* Dixon, Clancy, Seabury, and Overton, RAND Corporation.

*Performance Assessment and Evaluation Measures for Periodic Use by the National Flood Insurance Program.* Miller, Langston, and Nelkin, Pacific Institute of Research and Evaluation.

*State Roles and Responsibilities in the National Flood Insurance Program.* Mittler, Morgan, Shapiro, and Grill, American Institutes for Research.



The research described in this report was funded with Federal funds from the Federal Emergency Management Agency under contract # 282-98-0029 and under subcontract to the American Institutes for Research. The content of this publication does not necessarily reflect the views or policies of the Federal Emergency Management Agency, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.

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## AUTHORS

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## EXECUTIVE SUMMARY

### Background

On average, floods in the United States caused about \$6 billion in damages annually between 1955 and 1999 including damages to private buildings, public facilities, and agriculture (University of Colorado 2001). However, standard homeowner policies do not include flood coverage, as private insurers historically have found it unprofitable to insure low-frequency, high-severity disasters such as floods. Until the establishment of the National Flood Insurance Program (NFIP) in 1968, the primary recourse for flood victims was federal government disaster assistance (FEMA, 2002, p.1). Congress adopted the NFIP in response to the ongoing unavailability of private insurance and continued increases in federal disaster assistance in order to provide federal flood insurance protection as well as to give local governments an incentive to adopt floodplain management regulations to mitigate losses from flooding in special flood hazard areas (SFHAs). The floodplain management regulations require newly constructed residences to be elevated above the base flood elevation (BFE) and nonresidential buildings to be elevated above or floodproofed (made watertight) to that elevation. These regulations apply to structures that were constructed or substantially improved after December 31, 1974, or after the effective date of the initial Flood Insurance Rate Map (FIRM) of a community, whichever is later.

Congress enticed communities to join the Program by offering affordable insurance rates in exchange for adoption of stricter ordinances and building standards for future construction. Discounted flood insurance policies were needed to enroll and retain those residents whose buildings had already, law-abidingly, been constructed in floodplains and that were built at elevations substantially below the BFE. These pre-FIRM structures are not subject to federally mandated floodplain management regulations unless they were repaired after substantial damage or were substantially improved post-FIRM. The NFIP charges actuarial rates to post-FIRM structures, discounted premiums, generally referred to as “subsidized,” to pre-FIRM structures built below BFE, and actuarial rates to pre-FIRM structures built above BFE.

This study examines the cost effectiveness of the NFIP in reducing flood costs to residences in SFHAs as well as in reducing costs to taxpayers. It also examines how well the NFIP serves low-income households. The study answers fundamental questions about the costs and consequences of floods including (i) the distribution of the financial impact of flood costs by payer (government, individuals) under different levels of flood insurance penetration (i.e., with differing percentages of SFHA property covered by flood insurance policies); (ii) the impact of floodplain management on flood costs; (iii) the distribution of flood losses by income group; and (iv) costs of flooding to local economies and governments. It also provides insight into the effect of the NFIP on housing costs and on development in SFHAs including the effect of subsidies on pre-FIRM homes.

### Methods

FEMA recently built and validated the Hazards U.S. Multi-Hazard (HAZUS) flood loss simulation model. By size of flood, this model estimates direct economic losses (building and contents losses), as well as indirect losses (relocation losses, wage losses, rental income losses) in a floodplain. The NFIP covers flood losses to buildings and contents, but it does not protect against the indirect costs of flooding (e.g., temporary housing) to residents. It also does not

protect against a variety of other costs omitted from HAZUS, ranging from loss of life to loss of family photos and mementoes, from stress and depression to disruption of public services.

HAZUS stores and analyzes most data at the Census Block level, with the ability to aggregate blocks into counties or other reasonable units. It is preloaded with information on the value of the property in each Census Block as well as income and population data. Economic losses in the flood model are built from actual geographical data extracted from Geographic Information System (GIS) maps. HAZUS contains a hydrologic model of the United States. This model builds on the U.S. Geologic Survey (USGS) EROS 30-meter digital elevation model, gauge records of water depths during floods, USGS regressions for ungauged reaches, and National Oceanic and Atmospheric Administration (NOAA) data, among others. Census data at the block level (e.g., square feet of residential property) are merged onto the geo-coded database. Guided by U.S. Department of Energy building characteristics survey data, the model estimates residence characteristics.

Starting from the NFIP loss database, HAZUS examines losses in known flood events, infers total losses by cost category (essentially residence and contents), then uses these to drive an engine for estimating losses by flood size. We estimated losses for 10, 50, 100, and 500 year floods (i.e., flood sizes with an annual probability of 10%, 2%, 1%, and 0.2%) in order to understand how damages and loss compensation differ across flood sizes and to estimate average annual losses.

The NFIP's market penetration rate in SFHAs is unknown because an enumeration of residences in SFHAs does not exist. Based on a property sampling, Dixon et al. (2006) estimates that penetration in SFHAs currently is 50 percent. Penetration may increase over time with NFIP marketing efforts or decrease due to increases in premium rates (FEMA 1999). Moreover, penetration in individual communities should vary widely from the mean. Therefore we ran HAZUS runs for penetration rates of 40 percent, 50 percent, and 60 percent, as well as with no flood insurance purchased.

We ran HAZUS simulations for the representative sample of 20 floodplains that were analyzed in other parts of the evaluation. The simulation examined the impact of flood mitigation requirements on savings on residential flood losses and the loss distribution among payers. The analysis explored the NFIP's financial impact, a central question about program effectiveness. Using simulation software, unlike using econometric analysis, permitted an analysis of the impact of flood mitigation on who pays for flood disasters and provided the flexibility to control for the size of the flood and its impact on flood assistance relief.

We used historical data on NFIP payouts per covered residence and on other federal and non-federal compensation of flood damages to estimate who would pay for the flood losses that HAZUS predicted. We systematically varied NFIP coverage levels to examine the effect of market penetration on costs by payer.

The HAZUS analyses estimate flood losses and flood-related tax write-offs per residence in SFHAs. We analyze how the results vary with insurance penetration level and estimate the damages prevented under 10, 50, 100, and 500 year floods (defined above), as well as for the blended risk of floods of all probabilities (frequencies) in an average year. The study also analyzes the increase in property values due to the existence of the NFIP. Moreover, we calculate the effects of flood risk, mitigation, and flood insurance coverage costs on property values for

pre-FIRM and post-FIRM residences in SFHAs. The financial analysis estimates the flood-related cost that development in SFHAs imposes on taxpayers (due to flood disaster assistance, subsidized loans, and income tax write-offs of losses) as well as on owners and occupants of residences located in flood risk areas (either directly or through NFIP claims payments). The NFIP affects these costs by shifting some covered losses from taxpayers to policyholders and by requiring mitigation measures that may reduce flooding or reduce property damage when floods occur.<sup>1</sup>

In addition to the HAZUS analyses, we linked historical flood experience with data on bond ratings, government revenue and expenses, and employment levels. The data came from bond rating organizations and the Census of Governments. They powered a statistical regression analysis of the impacts of flooding on municipal finances and local economies, impacts that HAZUS was not designed to assess.

## **Distribution by Payer of the Costs of Floods**

Excluding related wind damage, HAZUS estimates that annual expected flood costs for residences in SFHAs exceed \$2 billion. This average cost masks huge variations between years. With 50-percent insurance penetration in SFHAs, flood cost to the federal government is estimated at \$333 million, cost to state government at \$16 million, and expected uncompensated losses to individuals at \$771 million. Uncompensated losses are flood costs that individuals never recover through insurance or federal relief assistance.

Salient findings about the costs of flooding and who pays them on an annual per residence basis include:

- The average flood cost per residence in SFHAs is \$290. The average flood cost per residence located below the BFE in SFHAs is \$813 (averaged across residences below the BFE).
- The NFIP's expected outlay to the average residence located below the BFE is \$381 with the NFIP subsidy paying \$195 of these expenses.
- The average residence in a SFHA at or above the BFE annually costs taxpayers \$48 in flood loss compensation. The average residence located below the BFE in SFHAs annually costs taxpayers \$125.
- Average flood cost per residence in SFHAs is \$4,131 in a 100-year flood. Average flood cost per residence located below the BFE in SFHAs is \$12,511 in a 100-year flood. In a 100-year flood, taxpayers pay \$865 of the costs for the average flooded residence in SFHAs and \$2,621 of the costs for a residence below BFE.

## **Financial Impact of Floodplain Management by Payer**

The impact of the NFIP on flood loss prevention through flood mitigation and insurance and its effect on who pays underscores the effectiveness of regulation in SFHAs. The HAZUS simulations show flood mitigation and insurance reduce total annual flood losses in SFHAs. For

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<sup>1</sup> If the NFIP stimulated development in the SFHA post-FIRM, the cost per residence of that development to taxpayers would be no different than the cost per residence of other post-FIRM development in the SFHA.



example, for the average 50-percent flood insurance market penetration rate in SFHAs, the NFIP is estimated to reduce annual expected costs to the federal government by \$527 million with \$241 million due to insurance coverage of losses and \$286 million due to mitigation. The NFIP also helps individuals by reducing uncompensated losses, flood costs that individuals never recover through insurance or federal relief assistance. At a 50-percent market penetration rate, this study estimates that the NFIP reduces annual uncompensated losses of individuals by almost \$1.5 billion per year, with insurance payments contributing \$712 million in reductions and mitigation contributing \$770 million. The expected cost to the NFIP of discounts, or subsidies, to pre-FIRM residences is \$457 million, almost half of total NFIP outlays. In the long run, these Congressionally mandated discounts represent a guaranteed NFIP operating deficit, built-in claims payments that should exceed the premiums collected. Between 1988 and Hurricane Katrina in 2005, the NFIP was able to borrow from loss reserves on its actuarially sound policies (money set aside to cover catastrophic losses like those from Hurricane Katrina) to cover the losses due to subsidies, allowing Congress to avoid funding the subsidies that it mandated. The costs to taxpayers given in this report exclude the costs of subsidies to pre-FIRM properties, which are presented as a separate cost element.

The NFIP's mitigation provisions reduce flood losses by one third, preventing an estimated \$1.1 billion annually in losses to residences and their contents (the sum of the \$286 million in avoided losses for the federal government and \$771 million for individuals discussed in the previous paragraph, plus a \$17 million reduction in state government costs). This HAZUS-based estimate agrees with the NFIP's estimate, based on loss experience, that \$1 billion in flood damages are avoided each year as a result of the NFIP floodplain management regulations for new construction (FEMA, August 2002). The consistency of the two estimates buttresses the credibility of both estimation methods.

By breaking down the costs by payer, we were able to differentiate the effects of the NFIP on public expenditures and on the costs borne by people who own property in or live in SFHAs. The savings to the federal government and individuals that the NFIP has brought are substantial. As discussed previously, this study estimates that the NFIP has reduced the expected cost of flood-related government assistance to residences by \$527 million, a 61 percent reduction under the most likely assumptions. The model estimates that the NFIP has decreased the costs of flooding to individuals who reside or own in SFHAs by \$1.5 billion, a 67 percent reduction, with insurance penetration in SFHAs accounting for 50 percent of this reduction and mitigation measures accounting for the remainder.

As an example, the estimated impacts of mitigation and insurance on uncompensated losses after a 100-year flood are \$1,520 and \$1,306 reductions per residence, respectively, assuming 50 percent market penetration for flood insurance. This means that the Program reduces losses by an average of over \$2,800 per residence after a 100-year flood. The associated reductions in federal government spending for the same level of flood are \$817 per residence due to mitigation and \$599 per residence due to insurance, or a total of \$1,416. Because market penetration is unknown, varies by community, and can change over time, the study examines the difference in costs for the federal government under different market penetration rates. With 60 percent market penetration, federal spending would decline by an additional \$115 per residence total. If market penetration is lower or drops to 40 percent due, for instance, to large premium increases, federal spending would increase by \$123 per residence.

Clearly, the mitigation goal of the NFIP greatly reduces damages and costs to both the federal government and to individuals. Pre-FIRM residences that are located below the BFE are costly. Reducing their numbers over time seems a priority. FEMA's repetitive loss program efforts are a step in that direction. A reduced damage threshold for a substantial damage declaration and a closer tie of that declaration to the compensation process may merit consideration.

The HAZUS modeling offers insight into the long-debated question of whether the NFIP increases development in SFHAs. It estimates the impact of NFIP-induced mitigation on property values, which indirectly affect development in SFHAs.

NFIP mitigation requirements raise housing and infrastructure prices, forcing people to pay up front to reduce flood risk when they choose to build in a SFHA. That expenditure, however, reduces their ongoing cost of living in the SFHA. The expected annual flood-related cost of living in SFHAs without flood insurance drops from \$321 per residence without mitigation to \$213 with mitigation.

The common argument that the NFIP may have stimulated development and increased flood losses is not supported by our findings. While the NFIP may contribute to development by reducing the probability of catastrophic risk, the capitalized reduction in housing value due to expected flood losses over the lifetime of a 30-year mortgage loan at a 7 percent interest rate (the historic average) for a typical post-FIRM residence is only \$1,651, less than one percent of the mean post-FIRM house value (\$197,000). Without mitigation, the value reduction would be \$2,488. The \$837 increase in value for houses due to the NFIP's building standards represents the benefits of the mitigation measures built into the purchase price. These savings offset an unknown portion of the mitigation costs incurred in building the residences. Thus, while extensive development has occurred in SFHAs, the economic impact of flood hazard mitigation per new residence is small. These results deal with the average value of the uncompensated losses. The capitalized value increase due to mitigation requirements across all 3.1 million post-FIRM residences in SFHAs is \$2.6 billion (\$837 times 3.1 million). These estimates ignore the cost of mitigation, which offsets somewhat the savings achieved by reducing flood damages. The study does not measure any added value to individuals of the reduction in risk of catastrophic financial losses that results from spreading risk by purchasing actuarially sound flood insurance.

In contrast, the study indicates that the NFIP subsidy to pre-FIRM residences below BFE artificially inflates the value of these residences. The model estimates the capitalized reduction in property value due to flood losses under a historic 30-year mortgage loan for a typical insured subsidized pre-FIRM residence below BFE is \$16,010. Without the subsidy, the capitalized value reduction would be \$40,030. Thus, in a fully informed housing market, the subsidy would raise the value of the average pre-FIRM residence by \$24,020. Thus, the subsidy has contributed to maintaining market demand for pre-FIRM residences located below BFE and discouraged rebuilding that would have raised elevations above BFE. That means the subsidy provides an incentive for retaining pre-FIRM residences rather than replacing them, essentially an incentive against redevelopment.

Both increasing flood insurance market penetration and NFIP-induced mitigation reduce government spending to compensate flood losses. At the same time, if the housing market is

rational and well-informed, the NFIP does not raise property values enough to spur development. Thus increased flood insurance penetration in SFHAs seems desirable.

## **Financial Impact of Floods by Income Group**

The next part of the study focuses on the effects by income group. Combining Census data on incomes and other demographics with HAZUS simulations showing which blocks would be inundated in a 100-year flood supports regression analysis on the characteristics of SFHA residents. The regression reveals that two divergent groups are significantly more likely to live in an SFHA. First, the block-level income data show a higher proportion of households in higher income brackets own residences in high flood risk areas near coastlines and lakes, possibly drawn by the aesthetics of living or vacationing near the beach or of having a water view. From a housing affordability viewpoint, these homeowners can afford the premium from flood insurance. Second, the modeling results indicate that low income households typically live in higher risk areas than middle income households, possibly because they sometimes must take large risks to get affordable housing, choosing homes that are both old and floodprone. Because they often live in the SFHA and their residences are disproportionately often pre-FIRM and therefore may not be elevated above the BFE, renters typically suffer higher flood damages than homeowners in floods of comparable size.

Controlling for housing value, households living in extreme poverty (with incomes less than \$10,000) have significantly lower flood damages than middle class households with incomes between \$30,000 and \$75,000. Conversely, the majority of the population living in poverty (household income between \$10,000 and \$20,000) has significantly more flood damages than middle class households with incomes between \$30,000 and \$75,000. Low income households above the poverty rate (income between \$20,000 and \$30,000) also have significantly larger flood losses than middle income families (income between \$30,000 and \$75,000). This is a public policy issue because, having lower incomes and often less earning power, low-income households are less likely than households with higher incomes to be able recover from the economic losses that result from a flood.

The policy implication is that floodplain management and emergency management planning efforts need to reach larger parts of the population, somehow reaching into pre-FIRM areas where many of the residents are renting. Much of the low income population's capital lies in their possessions, most strongly so if they own their home<sup>2</sup>. When a low income person loses a home, the loss tends to be catastrophic.

## **The Impact of Flood Losses on Communities**

Subsequent sections of this report look beyond the NFIP and examine the impact more generally on local economics and local government finances of all flood events that caused property damage across the US in a two year period. Flood events were estimated to significantly decrease employment in communities by an average of 3.4 percent. Unemployment benefits presumably will increase as employment falls, and many floods will bring federal relief. The average increase in personal transfers due to a flood is 3 percent. Despite these transfers,

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<sup>2</sup> See data from the Department of Housing and Urban Development at <http://www.huduser.org/publications/HOMEOWN/WAccuNHomeOwn.html>, as of 08/2006.

disrupted employment and income should reduce the wealth of affected residences and businesses. Employment levels, however, recovered after one year.

Actual flood events cause affected municipalities to curtail expenses and incur more debt, at least in the year of the flood and the following year. Presumably the debt increase is needed to pay for flood costs and make up for lost tax revenues. Local governments thus spread some flood recovery costs across years through future taxes on local residents. Municipalities with no floods within the past two years but at high risk of flooding, as measured by a high average premium for policies in force, have lower outstanding debt than municipalities at lower risk.

In the year of a flood, Federal transfers decline by 29 percent and state transfers by 34 percent, resulting in a \$97 million revenue decline. This may happen because service delivery that generates state revenues is disrupted after the flood or because local government involvement in post-flood activities during the year a flood occurs consumes resources normally used for writing grant applications. Conversely, the year after a flood, federal transfers rise significantly, with the local government recouping the \$6 million in federal transfer payments that it lost the previous year (from the coefficient of flooded last year in the federal transfer equation). State revenues only partially recover in the year following the flood, however, remaining almost \$30 million (11 percent) below pre-flood levels, but this difference only is significant at the 85% confidence level.

Flood events, by placing stress on municipal finances, also can affect municipal bond ratings. Indeed, flood events are correlated with lower average municipal bond ratings after a flood than before (at a 90 percent confidence level).

## Conclusions and Recommendations

This study confirms that the insurance and floodplain management elements of the NFIP reduce costs to government and individuals and prevent uncompensated losses. It finds that the NFIP mitigation requirements prevent substantial costs to households and government in the aggregate. The common argument that the NFIP may have stimulated development and increased flood losses is not supported by our findings. The study is limited in that on the one hand it did not evaluate the costs of mitigation in housing construction, but on the other hand it also did not include the considerable social and non-economic costs of floods and disrupted lives, exposed clearly in the wake of the 2005 flood events. Other research confirms the strong value of mitigation projects generally,<sup>3</sup> showing mitigation costs will be less than the flood losses that HAZUS suggests will be averted.

In terms of the insurance component of the NFIP, insurance coverage modestly reduces costs to government and considerably reduces uncompensated flood losses to individuals. These findings emphasize the desirability of high insurance penetration within the SFHA. This study also indicates that although the NFIP may not provide a strong economic incentive to develop in the floodplain, its subsidy for older residences below BFE probably discourages redevelopment of the residences most at risk of flood losses. Insurance coverage adds so little to property values due to the average value of the reduction in uncompensated losses that it is not plausible to think it creates considerable development pressure. The subsidy of pre-FIRM properties through

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<sup>3</sup> Research indicates that the benefits return on investment in such flood mitigation projects is four dollars for every dollar spent (Multihazard Mitigation Council, 2005, p. 149)



discounted insurance premiums, however, is likely to have slowed rebuilding of this housing stock above BFE. Rebuilding would yield significant mitigation cost savings from the government's perspective.

Flooding affects communities more broadly than HAZUS is able to measure. Flood impacts not captured in HAZUS include that bond ratings fall, raising the cost of municipal borrowing, employment declines for one year, municipal spending declines, and municipal debt rises. Further, our study and HAZUS both "ignore impacts on people including lives lost and people displaced, family trauma and social disruption, loss of items like family photos that cannot be replaced, business interruptions, disruption of government services, tourism reductions, and shortages of critical human services. Indirect environmental costs also can arise, e.g., the costs if a sewer line breaks polluting a bay, or the loss of an erosion-buffering beach or wetland that may alter the future vulnerability of the community." (David et al. 1999). Thus the costs analyzed in HAZUS are merely the most readily measurable subset of the total costs of flooding.

Because the costliest part of this study was design and model development, follow-up research building on the existing design would be more affordable and should be undertaken. When the 2010 Census is released, its structure inventory should be loaded into HAZUS, along with other updates, and our analysis should be updated. The update should reassess the annual cost savings resulting from flood insurance and related mitigation efforts, savings to government, and the impact on development costs in the SFHA.

We also recommend experimenting with a further set of HAZUS estimates that it may be appropriate to run annually in order to better document and publicize the savings to society and to government that result from NFIP-induced mitigation and from flood insurance sales. These estimates would cover all floods that were declared as disasters during the year, plus any other floods above a selected size or damage threshold that were not confined to sparsely populated areas.<sup>4</sup>

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<sup>4</sup> An initial simulation would produce a damage estimate that should resemble actual damages, allowing verification that the model reproduced reality reasonably well. Estimate quality probably will be better across the portfolio of the year's floods than it is for any individual flood. Additional simulations should be run to estimate what damages and government costs would have been if no NFIP-induced mitigation had occurred and if flood insurance penetration had differed from actuality.

## 1. INTRODUCTION

On average, floods in the United States caused about \$6 billion in damages annually between 1955 and 1999 including damages to private buildings, public facilities, and agriculture (University of Colorado 2001). However, standard homeowner policies do not include flood coverage, as private insurers historically have found it unprofitable to insure low-frequency, high-severity disasters such as floods. Until the establishment of the National Flood Insurance Program (NFIP) in 1968, the primary recourse for flood victims was federal government disaster assistance (FEMA, 2002, p.1). Congress adopted the NFIP in response to the ongoing unavailability of private insurance and continued increases in federal disaster assistance in order to provide federal flood insurance protection as well as to give local governments an incentive to adopt floodplain management regulations to mitigate losses from flooding in special flood hazard areas (SFHAs). The floodplain management regulations require newly constructed residences to be elevated above the base flood elevation (BFE) and nonresidential buildings to be elevated above or floodproofed (made watertight) to that elevation. These regulations apply to structures that were constructed or substantially improved after December 31, 1974, or after the effective date of the initial Flood Insurance Rate Map (FIRM) of a community, whichever is later.

Congress enticed communities to join the Program by offering affordable insurance rates in exchange for adoption of stricter ordinances and building standards for future construction. Discounted flood insurance policies were needed to enroll and retain those residents whose buildings had already, law-abidingly, been constructed in floodplains and that were built at elevations substantially below the BFE. These pre-FIRM structures are not subject to floodplain management regulations unless they were repaired after substantial damage or were substantially improved post-FIRM. The NFIP charges actuarial rates to post-FIRM structures, discounted premiums, generally referred to as “subsidized,” to pre-FIRM structures built below BFE, and actuarial rates to pre-FIRM structures built above BFE.

The purposes of this study are to examine (1) the impacts that the NFIP (i.e., flood insurance and the elevation requirement.) has had on the costs of flooding and their distribution among payers; and (2) how well the NFIP serves low-income households and communities. The first purpose probes the NFIP’s financial impact, a centerpiece question about program effectiveness. The second purpose explores the program’s adequacy for the disadvantaged population, a key measure of program equity. Moreover, this study examines the consequences of flood hazards on municipal revenues and expenses, as well as the impact on local economic activity (employment) and bond ratings.

To evaluate flood costs by payer, this study incorporates the institutional and economic framework of flood relief compensation for different simulated flood levels as an add-on module to the recently developed Hazards U.S. Multi-Hazard (HAZUS-MH) flood loss simulation model.<sup>5</sup> The add-on modules break down the cost estimates by payer, yielding:

- Costs to flood victims
- Federal disaster relief costs
- Costs to taxpayers

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<sup>5</sup> See [www. http://www.fema.gov/hazus/ab\\_main.shtm](http://www.fema.gov/hazus/ab_main.shtm)

- Costs to the NFIP

In addition to the breakdown of the cost estimates by payer, this study evaluates the financial impact of the NFIP on SFHAs. To estimate the savings per payer from the NFIP mitigation standard, this study simulates flood losses under two scenarios. The first scenario captures flood losses under NFIP floodplain management requirements (notably the elevation requirement) and current levels of flood insurance penetration. The NFIP requires new structures to be built at or above the BFE, which reduces the probability of flood damages in structures to a frequency of less than one percent per year. The second scenario simulates flood losses in the absence of floodplain management.<sup>6</sup> The simulation decomposes the flood losses between payers and calculates the savings per payer from the NFIP mitigation standard.

Simulation analysis of the NFIP mitigation standard using HAZUS shows (1) the impact of floodplain management on who pays for flood disasters (controlling for the size of the flood); (2) the cost that residences in SFHAs impose on society; (3) the relationship between flood mitigation, flood insurance penetration, and flood assistance relief; and (4) the capitalized value of floodplain management on property values, with its indirect consequences on development in SFHAs. The results address several policy questions that include whether the NFIP is effective, how the NFIP has affected development, and challenges faced by the NFIP in the future.

In addition to analysis of the NFIP impact per payer, this study evaluates the distribution of flood damages by income group in SFHAs, a key measure of program equity. The poor and the disadvantaged population tend to live in older housing built before the NFIP mitigation requirements took effect, meaning a flood will cause more damages in their homes than in newer homes. Moreover, their assets are disproportionately the clothing and furnishings in their home (and sometimes their home itself), things that largely must be left behind in an evacuation. They lack the financial means to recover from a flood.

HAZUS offers the potential to match flood losses at the Census Block with demographic and economic data of the population in each Census Block. This provides a refined data set to examine the relationship between poverty, income, race, urbanization, and flood losses. In the analysis, we use HAZUS to simulate a water overflow of a 100-year flood, which results in the inundation of various Census Blocks. From the resultant flood levels in each Census Block, we determine whether damages inflicted on residences are different across income groups, including those living under poverty. The analysis reveals two interesting results. First, households in the highest income brackets may be more prone to live in higher flood hazard areas because of the esthetic attributes of living next to water, and they can afford the premium from flood insurance. Second, low income households live in higher risk areas than middle income households because they sometimes must live in those hazardous areas in order to afford housing. Furthermore, after factoring out income, the analysis also estimates the impact of urbanization, race, and number of rental units on flood damages at the Census Block level.

A shortcoming of our financial analysis of floods is that HAZUS does not capture impacts on such financial outcomes as bond ratings and local government finances. The HAZUS

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<sup>6</sup> The analysis does not include damages (compensation) to agriculture, transportation systems, highways, and bridges, which insurance and mitigation under the NFIP does not generally address. Moreover, the analysis primarily focuses on damages to flood-exposed residences, which are the segment of the population most adversely affected by flooding.

analysis also does not capture the effects of floods in relation to the local municipal economy. Our study uses other data to estimate the financial effects of floods on local government finances, bond ratings, employment and personal transfers. The results underscore the extensive damages that floods cause beyond residential flood damages.



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## 2. BACKGROUND

### 2.1. National Flood Insurance Program

Devastating natural disasters for communities include earthquakes, tornados, floods, and fires. The effects of flooding differ from other disasters in terms of their probability distribution, the nature of the damage caused, and the precautionary measures that could be taken. Among natural disasters, size and frequency make floods the major source of financial stress to governments and individuals in the United States. Although the importance of the federal role in flood protection was recognized at the turn of the 20<sup>th</sup> century, the prevailing view was that technological advances would prevent the effects of flooding. This view changed in the late 1950s, and the need to manage flood prone lands was recognized.

In 1966, President Johnson submitted to Congress the study “Insurance and Other Programs for Financial Assistance to Flood Victims.” The study concluded that federal flood insurance was feasible and would promote the public interest. The National Flood Insurance Act (Title XII of the Housing and Urban Development Act of 1968) created the National Flood Insurance Program (NFIP). However, participation in the NFIP did not become widespread until the Flood Protection Act of 1973 that made community participation in the NFIP a condition of eligibility for certain types of federal assistance. The NFIP objectives were twofold: (1) constraining the cost of damage caused by flooding, and (2) providing economically feasible relief to victims through insurance.

The NFIP delegates to local governments the enforcement of national guidelines that require new houses and other buildings in SFHAs to be protected against a one percent annual chance flood. Briefly, these guidelines require post-FIRM residences to be built at or above the base flood elevation (BFE), which reduces the probability of flood damages in structures to a frequency event of less than one percent per year. Non-residences must be elevated to the BFE or floodproofed (made watertight) to that elevation. A structure is post-FIRM if it was constructed or substantially improved after December 31, 1974, or after the effective date of the initial Flood Insurance Rate Map (FIRM) of a community, whichever is later. Pre-FIRM structures were not subject to floodplain management regulations unless they are substantially improved or substantially damaged. The NFIP charges actuarial rates to post-FIRM structures and subsidizes premiums of pre-FIRM structures.<sup>7</sup>

Communities are likewise accountable for compliance under the Flood Disaster Protection Act of 1973, which provides statutory and financial incentives to communities to participate in the NFIP. For example, participation in the NFIP is a necessary condition for eligibility for some forms of federal assistance under a disaster declaration. Stimulus for compliance with the elevation requirement thus stems directly from regulation on issuance of new building permits and indirectly from the flood insurance risk premium (Kunreuther, 1996). This NFIP approach to flood mitigation, as a result, is primarily nonstructural (Pasterick, 1998).

In the academic literature, Browne and Hoyt (2000) and Kriesel and Landry (2004) analyzed statistical correlations between federal relief costs, community participation in the NFIP, and insurance penetration. A shortcoming from these econometric analyses, however, is

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<sup>7</sup> Pre-FIRM structures pay a flat rate per dollar of insurance coverage. Low risk pre-FIRM structures may choose to pay actuarial rates if lower than the subsidized flat rate.

that the assistance relief depends on the level of insurance penetration and vice versa. Perhaps, more importantly, time series econometric analysis cannot reliably separate savings from the NFIP mitigation standard from other factors that explain flood losses in SFHAs.

## 2.2. Previous Studies

As Scanlon (1988) has observed, "...while it is obvious disasters are negative events causing injury and death, damage, and destruction, macro-economic studies show little long-term economic effects from disaster. That is because disasters create both losers and winners, and these balance out. Who loses and who wins is not random but a result of public policy decisions. The losers include individuals who are injured, lose their jobs, lose their homes, lose a wage earner, or lose a place of residence. The winners include individuals who earn extra money because they are involved in emergency response or restoration." Increasingly, good politics dictates helping all disaster-stricken communities to emerge as winners from a federal assistance viewpoint.

Extensive work has been done defining the categories of costs that result from disasters and agreeing on ways to estimate them through case studies. The guidelines are described in three documents:

- "The Impacts of Natural Disasters: A Framework for Loss Estimation," from the Committee on Coastal Erosion Zone Management of the National Research Council (1999).
- "The Hidden Costs of Coastal Hazards: Implications for Risk Assessment and Mitigation," which is a panel report from the H. John Heinz III Center for Science, Economics and the Environment (2000).
- An article derived from the Heinz Center report, "Uncovering the Hidden Costs of Coastal Hazards" (David et al. 1999).

These papers establish three categories of impacts, which the Heinz Center report (p. 173) defines as follows:

- Primary impacts – "The damage and losses that can be directly attributed to the storm itself; examples include injuries and loss of life, damage to property and infrastructure, and losses of natural habitats or fish and wildlife populations."
- Secondary impacts – "Those that occur over time; examples of indirect impacts on people include family trauma and social disruption, business interruptions, [disruption of government services, tourism reductions,] and shortages of critical human services. With respect to indirect environmental effects, [a sewer line could break polluting a bay,] fish and wildlife populations may be slow to recover, and the loss of an erosion-buffering beach or wetland may alter the future vulnerability of the community." The indirect social and environmental losses constitute "hidden costs" that typically are hard to measure and value.

- Offsetting benefits – Gains associated with disaster recovery such as a construction industry boom and associated job opportunities, rental housing for temporary workers, and retail food sales.<sup>8</sup>

In addition, costs arise in administering and implementing mitigation efforts and providing disaster relief.

The recently developed Hazards U.S. Multi-Hazard (HAZUS-MH) flood loss simulation model is a simulation model that estimates direct economic losses (building and contents losses), as well as indirect losses (relocation losses, wage losses, rental income losses) for varied types of flooding. The level of aggregation in HAZUS is at the Census Block, i.e., flood losses are calculated at the mean characteristics of the Census Block. In addition to the flood loss at each Census Block, we have information on the mean value of the property at each Census Block as well as income and population data. Analysis of the NFIP's financial impact may use damage curves in HAZUS for different structural flood elevations. The NFIP covers flood losses to buildings and contents, but it does not protect against the indirect costs of flooding (e.g., temporary housing) to residences.<sup>9</sup>

Economic losses in the flood model are built from actual geographical data extracted from Geographic Information System (GIS) maps. HAZUS contains a hydrologic model of the United States. This model builds on the U.S. Geologic Survey (USGS) EROS 30-meter digital elevation model, gauge records, USGS regressions for ungauged reaches, National Oceanic and Atmospheric Administration (NOAA) data, and the hydrologic derivatives. Census data at the block level are merged onto the geo-coded database. Guided by U.S. Department of Energy building characteristics survey data, structure characteristics are estimated. The HAZUS data file contains square feet of residential property by block. Starting from the NFIP loss database, the model examines losses in known flood events, infers total losses by cost category (essentially structure and contents), then uses these to drive an engine for estimating losses by flood size. HAZUS stores most data at the Census Block level, with the ability to aggregate blocks into counties or other reasonable units.

### 2.3. Costs and Consequences of Floods

A time series analysis by the National Weather Service (Pielke et al. 2002) yielded some insight on the costs and consequences of floods by analyzing a 60-year series of the federal government's annual estimates of the costs of flooding, with the number of communities participating in the NFIP included as an explanatory variable. Federal flood disaster costs dropped significantly as NFIP participation rose. Beyond this, our knowledge of costs and consequences largely comes from case studies (e.g., FEMA 2000, H. John Heinz III Center 2000, Gruntfest 1995).

Unfortunately, existing case studies (e.g., Philippi 1994) do not yield a representative picture of the situation nationally. Indeed, the range of mitigation approaches, flood sizes, warnings of flood arrival, flood insurance penetration, community characteristics, and recovery options probably is too diverse to credibly cover through case studies. Consequently, case study results are hard to generalize and the legitimate reasons that case study findings vary are hard to

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<sup>8</sup> These offsetting benefits may also have offsetting costs.

<sup>9</sup> The study does not address the offsetting benefits.



pinpoint. Exacerbating this problem, existing case studies almost all focus on spectacular disasters. Nevertheless, when one goes beyond hard financial losses to social and environmental costs, case studies may be the only practical research approach. At a national level with claims data, FEMA currently estimates \$1.1 billion annual cost savings from the NFIP's flood mitigation requirements. Yet, no breakdown exists of the cost and NFIP impact to uncompensated losses and government from floods. The effectiveness of the NFIP for different flood levels is also unknown.

Knowledge of low-income issues is also spotty. Repeated flooding resulting from hurricanes striking North Carolina has raised concerns that vulnerable low-income communities have virtually no coverage. This issue has been covered in the popular press but has received only modest attention in the academic literature. Browne and Hoyt (2000) found that lower income reduces the probability of buying flood insurance. They concluded that a mechanism is needed to help low-income households get the flood insurance they need. They recommended a voucher system. The Federal Emergency Management Agency (FEMA) has Group Flood Insurance Policies for low-income people, which are sometimes issued, for example, following a flood in low-income areas. These are three-year policies paid for using disaster assistance funds in exchange for the policyholders' agreement that they will purchase the insurance themselves thereafter. However, the FEMA Inspector General found the actual renewal rate post-subsidy has been less than 10 percent.

## **2.4. Organization of the Report**

This study addresses several policy questions that include what are the costs and consequences of flooding including the impact on local governments and local economies, whether the NFIP is effective at reducing the costs of floods and the share of those costs borne by government, how the NFIP has impacted development and different income groups, and challenges faced by the NFIP in the future. Moreover, we evaluate two central objectives of the NFIP: (1) constraining the cost of damage caused by flooding, and (2) providing economically feasible relief to victims through insurance. We also evaluate differences in damages inflicted to residences across ethnic and income groups, including those living under poverty. The analysis also yields insight into the continuing debate about the NFIP's impact on development.

Section 4 presents the methodology used in the study to calculate the distribution of payers for flood losses and the NFIP's impact by payer. The section describes the modules we added to the HAZUS model that decompose who pays for losses from floods of different sizes. These modules break down the NFIP's impact on uncompensated losses and insurance claims for individuals as well as government losses. Uncompensated losses are flood costs that individuals never recover by insurance or federal relief assistance.

To evaluate flood costs by payer and the financial impact of the NFIP on SFHAs, Section 5 simulates losses under two scenarios. The first scenario captures flood losses under NFIP floodplain management guidelines (the elevation requirement) and current levels of flood insurance penetration. The second scenario simulates flood losses in the absence of floodplain management. The simulation decomposes the flood losses between payers and calculates the savings per payer from the NFIP mitigation standard. For this decomposition, we use our add-on modules (discussed in section 3) that break down HAZUS cost estimate by payer. To estimate the impact on SFHAs, the simulation applies national data on the distribution of elevations of

structures in SFHAs with the damage curves embedded in the HAZUS-HM flood loss simulation model. Section 6 shows simulation results. The analysis addresses several policy questions that include whether the NFIP is effective, how the NFIP has impacted development, and challenges faced by the NFIP in the future. Section 6 also discusses implications of the results.

Section 7 estimates the flood losses of lower income households in SFHAs. This section uses HAZUS generated data to examine the relationship between poverty, income, race, urbanization, and flood losses. We determine whether damages to residences are different across income groups, including those living in poverty. The analysis also estimates the impact of urbanization and number of rental units on flood damages at the Census Block level.

Section 8 addresses limitations in the financial analysis of floods with HAZUS and fills gaps. The section compiles a list of the outcomes/impacts for analysis and the data sources containing the outcome data. It then applies the data to determine the financial effects of floods on local government finances, bond ratings, change in employment, and personal transfers. The results underscore the extent of the damages of floods beyond residential flood damages.

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### **3. PAYER DISTRIBUTION OF THE FINANCIAL IMPACT OF FLOODS**

To evaluate flood costs per payer, this study incorporates the institutional and economic framework of flood relief compensation for different simulated flood levels as add-on modules to HAZUS. The modules break down the NFIP's impact on uncompensated losses and insurance claims for individuals as well as government losses. Uncompensated losses are flood costs that individuals never recover by insurance or federal relief assistance.

Here, we describe modules added to the HAZUS model that decompose who pays for losses from floods of different sizes. Section 4.1 describes programs of flood relief compensation; and section 4.2 describes how programs of flood relief compensated losses from the Great Flood of 1993. Section 4.3 describes a flood assistance reaction function that defines modules we added to HAZUS. The reaction function models government response to flood losses and it uses parameterizations based on The Robert T. Stafford *Disaster Relief and Emergency Assistance Act*, Public Law 93-288 limits and historical averages in the federal response to flood disasters.<sup>10</sup>

#### **3.1. Federal Flood Assistance Relief**

The presence of government intervention in the prevention and compensation for damages from natural hazards is well documented. For example, the literature describes market distortions from federal assistance relief (Dacy and Kunreuther, 1969; Kaplow, 1999) and insurance subsidies (Goodwin and Smith, 1995). Yet, no comprehensive breakdown exists of the cost to individuals and government from natural disasters.

##### **3.1.1. Federal Emergency Assistance and Limits**

Under an emergency declaration, federal support is available to assist state and local flood relief efforts. The federal share for emergency assistance is 75 percent of the eligible costs and, in general, total assistance provided for a single emergency cannot exceed \$5,000,000, unless the President determines that continued emergency assistance is immediately required. The extent and nature of the federal assistance under a major disaster area is notably larger than in emergency areas, with Congress sometimes appropriating billions of dollars to assist in a single disaster.

##### **3.1.2. Individual Assistance Programs after a Disaster Declaration**

Under the Stafford Act, a disaster declaration triggers federal aid to victims in the form of loans, grants, and tax breaks. Individuals may qualify for Small Business Administration (SBA) loans (i.e., federally subsidized loans) to repair and replace homes and property that sustain damages not covered by insurance. SBA loans had a 4.5 percent annual interest rate in mid-2004 (lower than market mortgage rates). The rate matches the Federal Fund Rate (the prime rate), which fluctuates with monetary policy. SBA loans are capped at \$200,000 to repair damaged homes and at \$40,000 for replacement of personal property damaged in a declared disaster. Most SBA loan applications following floods are rejected, as the SBA does not find the applicants creditworthy (Sharing the Challenge, 1994).

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<sup>10</sup> One caveat is that any parameterization of a reaction function requires some simplifying assumptions derived from historical records that are only an approximation of actual response.



In case the individual fails to qualify for a SBA loan, the individual may qualify for individual assistance grants under the Individuals and Household Program (IHP). IHP grants provide money and services to cover individuals' losses that the victims are unable to pay through other means (e.g., insurance, loans). Basic assistance (e.g., temporary housing) under the individual assistance program cannot discriminate based on income or other residential characteristics (e.g., level of flood insurance, renter vs. owner) or individual characteristics (e.g., whether the individual qualified for a SBA loan, income).

Shares and limits on federal assistance under the IHP are defined by the Stafford Act. This Act states that no individual or household shall receive financial assistance greater than \$25,000 (year base 2000)<sup>11</sup> with respect to a single major disaster. There are two types of grants: direct grants to individuals (up to \$15,000) and assistance to individuals through grants to the state (up to \$10,000). The federal government pays for 100 percent of the costs of direct grants, and the state matches 25 percent of the cost of assistance to individuals through grants to the state. Historically, average grants approved for individual assistance ranged from \$2,000 to \$4,000 (Bea 1997).

To provide further relief to individuals in disaster areas, losses not covered by insurance or other reimbursements that exceed 10 percent of the disaster victim's annual income are deductible from federal income taxes. Tax deductions may impose some stress on government finances because of losses in tax revenues.

### **3.1.3. Assistance Programs to Businesses and Other Non-Residential Properties after a Major Disaster Declaration**

Similar to the assistance relief to residences, in the event of a disaster declaration, non-residences may qualify for SBA loans to repair and replace property that sustained damages not covered by insurance. A maximum SBA loan of \$1.5 million is available for a business that suffered disaster losses to its property, equipment, or through a loss of income known as economic injury. Business properties are also entitled to casualty loss deductions, and these losses may be treated as business expenses. Unlike individual applicants, non-residences, such as businesses, are not entitled to federal grants under the IHP.

### **3.1.4. Other Assistance Programs**

Other forms of federal assistance under a disaster declaration include acquisition or relocation of property located in high-hazard areas, elevation of flood-prone structures, and dry flood-proofing activities to bring structures into compliance with minimum NFIP requirements. Regardless of NFIP participation, Federal relief also includes public assistance for repair or replacement of public facilities and infrastructure that are damaged or destroyed by the disaster. For insurable structures, the assistance from FEMA is reduced by the amount of the insurance settlement.

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<sup>11</sup> This amount is adjusted annually to reflect changes in the Consumer Price Index for All Urban Consumers published by the Department of Labor.

### 3.1.5. A Description of NFIP Assistance

A main source of relief for flood losses is insurance provided by the NFIP. In May 2006, more than 5 million policies were in force representing more than \$900 billion of coverage. Of these policies, 3.1 million are in Special Flood Hazard Areas (SFHAs).

Flood insurance for residences has a \$250,000 ceiling of coverage for homes (and \$100,000 for contents), whereas for non-residences, coverage is up to \$500,000 (and \$500,000 for contents). Because contents coverage is separate, renters also can be covered by flood insurance. Basement upgrades are not covered by flood insurance. Currently, the average flood insurance premium costs approximately \$425 a year for an average coverage of \$120,000 for residences, whereas for nonresidences, the average premium is \$1,275 for an average insurance coverage of \$218,000, exclusive of coverage for contents. The NFIP, moreover, insures only damages to buildings and contents (e.g., it does not insure indirect costs of flooding such as wage loss). Dixon et al. (2006) in the RAND Corporation sub-study of the evaluation find that the average insurance penetration in SFHAs is 50 percent.

## 3.2. Who Pays for Flood Relief? The Great Flood of 1993

The Great Flood of 1993 was exceptional in American history because of the extent of devastation both to individuals and to industry in the American heartland with the largest financial effect of any natural disaster in America before 2004. Damages totaled over \$10 billion, 50 people died, hundreds of levees failed, and thousands of people were evacuated - some for months and some never to return to their homes. The flood was unusual in the magnitude of the crests, the number of record crests, the large area impacted, and the length of the time the flood was an issue. At least 15 million acres of farmland were inundated, some of which were expected to be unusable for years to come.

In 1994, the Clinton Administration's Flood Plain Management Task Force created a committee to investigate the causes and consequences of this flood catastrophe. The Committee's report, *Sharing the Challenge: Floodplain Management into the 21st Century* (Galloway, 1994), was issued the following year. This report analyzed levels of federal relief and federal insurance compensation across all programs in the Midwest flood zone. Tables 1 and 2, drawn from the Committee report, reveal who paid for the losses caused by the 1993 Midwest Flood. Table 1 shows estimated flood damage and FEMA expenses per state.

Table 1 shows that overall flood damages (first column) totaled almost \$11.7 billion. Of this total, about 38 percent was non-agricultural (third column) losses to individuals and non-agricultural businesses. FEMA payments were about one-quarter of the estimated non-agricultural damages of \$4.475 billion.

Table 2 analyzes the NFIP's contribution to the overall federal flood relief response. Table 2 shows that a combination of federal SBA loans, public assistance relief (cleanup and public service recovery) and individual assistance (including temporary housing) constituted about 86 percent of federal compensation to flood victims. NFIP payments represented about 14 percent of the total federal flood relief response. FEMA assistance to individuals represented \$449 million out of the \$1.141 billion FEMA paid out for Midwest Flood victims, or about 40 percent. Market penetration in the Midwest in 1993, however, was far below the current 50% estimate. Penetration was lower for several reasons. First, the National Flood Insurance Reform

Act of 1994 greatly improved compliance with the mandatory purchase requirement. Second most of the neighborhoods flooded were older, low to moderate income neighborhoods. There is very little mortgage activity in these areas and not much to generate mandatory purchase (see Galloway, 2006).

**TABLE 1. Total Flood Damages and Federal Flood Relief, the Midwest Flood of 1993 (in millions)**

State	Total Flood Damage	Agricultural Damage Estimates*	Non-Ag Damage Estimates	Total FEMA payments
Illinois	\$1,535	\$605	\$930	\$254
Minnesota	1,023	800	223	75
Wisconsin	909	800	109	67
Iowa	2,200	1,200	1,000	251
Kansas	574	434	140	98
Missouri	3,000	1,800	1,200	266
Nebraska	347	292	55	61
South Dakota	1,500	705	795	33
North Dakota	595	572	23	36
<b>Total</b>	<b>\$11,683</b>	<b>\$7,208</b>	<b>\$4,475</b>	<b>\$1,141</b>

\*Agricultural damages stem from crop losses and compensation comes from agricultural emergency programs. SOURCE: FEMA. 2002. The 1993 Great Midwest Flood: Voices 10 Years Later. Washington, DC: FEMA.

**TABLE 2. Federal Relief after the Great Midwest Flood of 1993**

Type of Relief	Amount (in millions)	Percent of Total Federal Relief
SBA Loans	\$ 597	34
FEMA Individual Assistance (incl. Temporary Housing Assistance)	449	26
FEMA Public Assistance	455	26
NFIP Payments	238	14
Total	\$1,739	100

SOURCE: Executive Office of the President. 1994. Sharing the Challenge: Floodplain Management into the 21<sup>st</sup> Century. Washington D.C.

The next section describes assumptions needed to break down the direct costs among payers, factoring in how the extent of damage affects the payer distribution.

### 3.3. Modules that Compute the Distribution of Payers: Empirically Based Assumptions

Flood insurance covers flood losses to buildings and contents, but it does not protect against the indirect costs of flooding. The latter include possible losses due to temporary housing and income/wage loss among many others. In the calculation of expected flood loss, HAZUS

reports both direct and indirect damages to residences. The NFIP compensates direct costs, while federal relief for uninsured losses may compensate both direct and indirect losses. Conceptually, federal relief is best justified when designed to compensate losses from risk that is not insurable or affordable to the population. Still, by the Stafford Act, specific types of assistance (e.g., temporary residence) under a disaster declared area cannot discriminate on the basis of individual (e.g. income) or residential (e.g., level of flood insurance) characteristics.

NFIP payments for insurance claims that stem from actuarially-rated (generally, post-FIRM) policies are not treated as a cost to the government because premiums pay for these losses. In contrast, the rate discount (or subsidy) provided by the NFIP to pre-FIRM structures is a direct cost to the program in the accounting of the payers for flood losses. This subsidy increases financial risk to the NFIP and constrains the program's flexibility to achieve some of its goals, e.g., better mitigate the costs of flooding. That is, monetary losses to support the subsidy have opportunity costs that can be used alternatively to better achieve the NFIP objectives. Between 1988 and Hurricane Katrina in 2005, the NFIP was able to borrow from loss reserves on its actuarially sound policies (money set aside to cover catastrophic losses like Katrina) to cover the losses due to subsidies, allowing Congress to avoid funding the subsidies it mandated. The General Accounting Office reports that 29 percent of the current policyholders are paying subsidized pre-FIRM rates<sup>12</sup> and the premium of pre-FIRM structures is 40 percent of the unsubsidized price.<sup>13</sup> In the flood assistance response function, the subsidy program thus accounts for losses equaling  $(100 \text{ percent} - 40 \text{ percent}) \times \text{average NFIP loss per subsidized pre-FIRM structure} \times 0.29$  of the number of all insured structures.<sup>14</sup>

An additional source of relief to flood losses in a declared disaster area is federal relief in the form of grants and subsidized loans. Small Business Administration (SBA) loans are available to help finance uninsured repairs to residences and non-residences. Although compensation through SBA loans provides temporary relief, it also increases the cost to victims of the disaster in the form of interest payments. The interest rate for a 20-year loan was 4.5 percent as of late 2005:<sup>15</sup> this rate is tied to the federal prime rate. To determine damages to residences paid with SBA loans, this report assumes that loans are acquired consistently with the average debt to income ratio held by U.S. households of 150 percent. That is, in the simulation, 75 percent of uncompensated property losses are paid with SBA loans for those who qualify.<sup>16</sup> (Given the long-term nature of SBA loans, the minimum SBA loan in the analysis is \$2,000). To determine what percentage of those applying for SBA loans qualify, we use data from *Sharing the Challenge* (1994) that reports 30 percent acceptance rates for SBA loan applications. Therefore, the simulated level of SBA loans in these modules is the product of uncompensated losses, percent of loan requested (75%), and acceptance rates (30%).

To determine individual assistance grants, we use the average value of IHP grants in declared flood disaster areas from historical records (\$2,500). To determine who qualifies, the simulation uses the percentage that did not qualify for SBA loans (conditional on damages larger than \$2,000) and multiplies this percentage by the acceptance rates for IHP grants (64 percent).

<sup>12</sup> In 2006, the percentage of pre-FIRM policies fell to 24 policies as NFIP market penetration increased.

<sup>13</sup> See GAO. Flood Insurance. Challenges Facing the National Flood Insurance Program (2003) located at <http://www.gao.gov/new.items/d03606t.pdf>.

<sup>14</sup> It is unclear how payments for loss will be split between taxpayers and NFIP policyholders.

<sup>15</sup> See FEMA, Flood Insurance (2004) located at <http://www.fema.gov/nfip/clientben.shtm>

<sup>16</sup> An SBA loan is up to 50 percent of income for these damages.



To obtain the total assistance to individuals, the short-term housing Relocation assistance estimated in HAZUS is added to the cost of grants to residences. State funds in the flood assistance reaction function to residences are established using the matching formula in the Stafford Act.

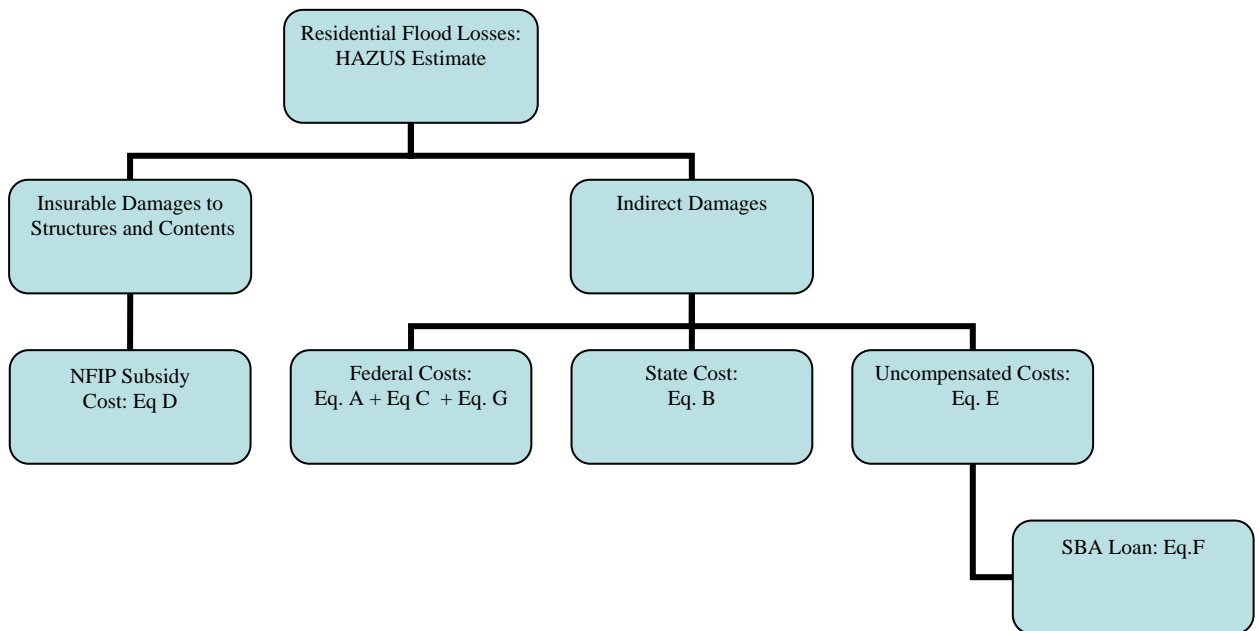
Tax deductions are a potentially important source of relief to victims of a natural disaster. In the simulation, the proportion of individual losses entitled to tax breaks is calculated as the difference between flood losses and protection provided by insurance and federal relief grants. Specifically, in the assistance reaction function, the tax amount that flood victims are entitled to deduct is delineated by law. Victims of a natural disaster can deduct non-refunded losses after the natural disaster if losses are larger than 10 percent of the victim's annual income. For the deduction, we assign a default rate from tax-rate tables. Three income groups are considered: \$0 to \$30,000, \$31,000 to \$60,000, and greater than \$60,000 with marginal tax rates of 20 percent, 26 percent and 30 percent, respectively. Total uncompensated damages are, therefore, flood loss minus the sum of compensation in the form of flood insurance, federal relief, and tax breaks. The SBA program generally involves a cost to the federal government that stems from expenses to operate the program, interest rate subsidies, and defaults. SBA budget reports for 2000 and 2002 indicate that the cost of the SBA program for disaster assistance is 9.8 percent of the loan amount.

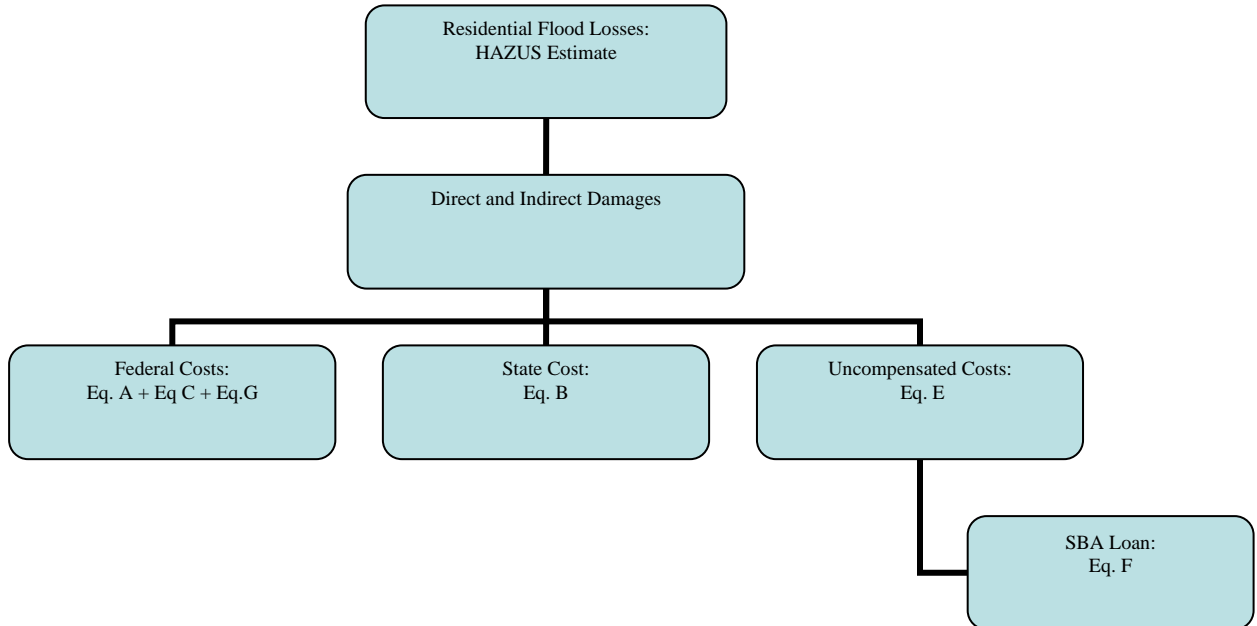
Evaluation of payers of flood losses to residences will thus depend on the flood damage and the parameterizations in the assistance reaction function based on historical averages and Stafford Act. Table 3 details components of the federal reaction function (discussed in this section) that break down costs of flooded residences by payer. Figures 1 and 2 describe modules that transform estimated cost of flood losses from HAZUS and differentiate the flood losses by payer. Figure 1 shows who pays for flood losses for insured structures, and Figure 2 shows who pays for flood losses for uninsured structures.

**TABLE 3: Components of Damage Assistance Relief for Residences**

<p><b>Equation A:</b> Federal Relief for Residential Damages = Temporary Relocation + Individual Assistance Grants</p>
<p><b>Equation B:</b> State Costs = State share × Equation A</p> <p>where the state share is calculated based on the upper bound of assistance relief to individuals delineated by Stafford Act, i.e., state share = 2,500/22,500 = 0.11.</p>
<p><b>Equation C:</b></p> $\text{Latent Tax Relief} = \sum_i^{N_1+N_2} D_i \times \text{Tax Relief agent } i$ <p>where <math>D_i = 1</math>, if non-refunded loss &gt; 10 percent annual income, and <math>D_i = 0</math>, otherwise.</p> <p>Tax Relief agent <math>i = \{\text{Uninsured Property Damage} - \text{Federal Relief} - 10 \text{ percent of annual income}\} \times \text{Tax Rate}</math></p> <p>where the analysis uses marginal tax rates of 20 percent, 26 percent and 30 percent for the income groups (\$0-30K), (\$31k-60k), and &gt; \$60K, respectively.</p>
<p><b>Equation D:</b> Program Losses from the NFIP Subsidy = 0.6 × average NFIP loss per subsidized pre-FIRM structure x .029 of the number of all insured structures</p>
<p><b>Equation E:</b> Uncompensated Damages = Uninsured Property Damage – Eq A – Eq C</p>
<p><b>Equation F:</b> Value of SBA loans = Uninsured Flood Loss × 0.75 × 0.30</p>
<p><b>Equation G:</b> Government Costs from SBA Loans: 0.098 × Equation F</p>

**Figure 1. Assistance Reaction Functions for Insured Residences**



**Figure 2. Assistance Reaction Functions for Uninsured Residences**

Levels of compensation in the simulation under actual levels of insurance penetration are derived from a weighted average of estimates from the modules described in Figures 1 and 2.

From Figures 1-2, we can simulate the percentage of uncompensated damages to residences and the percentage of compensation to residences paid by taxpayers for insured and uninsured properties. The analysis also measures the impact of insurance coverage on this distribution of payers of flood losses. The distribution of payers can be evaluated by expected costs of flooding and medium and low probability floods (e.g., 10- and 100-year floods). We assume the average percentage of insurance penetration in SFHAs communities is 50 percent.<sup>17</sup> We also analyze penetration levels of 40 and 60 percent. Analysis of different insurance penetration levels shows the relation between federal relief and insurance.

<sup>17</sup> The RAND Corporation' study calculates a 50 percent insurance penetration in SFHAs.

## 4. NFIP'S IMPACT ON FLOOD LOSSES BY PAYER

This section examines the impacts that the NFIP and the elevation requirement have had on the costs of flooding and on their distribution among payers (SFHA residence, taxpayers, and the NFIP). We thus probe the NFIP's financial impact on who pays for flood disasters in SFHAs. An analysis by the National Weather Service (Pielke et al. 2002) yielded some insight by analyzing a 60-year series of the federal government's annual estimates of the costs of flooding, with the number of communities participating in the NFIP included as an explanatory variable. Federal flood disaster costs dropped significantly as NFIP participation rose. A shortcoming from econometric analyses, however, is that the assistance relief depends on the level of insurance penetration and vice versa. Perhaps, more importantly, time series econometric analysis cannot reliably separate savings from the NFIP mitigation standard from other factors that explain flood losses in SFHAs.

Flood losses and NFIP's impact per payer depends on the distribution of pre-FIRM and post-FIRM structures in SFHAs. Construction of post-FIRM structures has been regulated under national guidelines that require elevating new houses in SFHAs above the base flood elevation (BFE). Structures elevated above the BFE have a probability of less than one percent of being flooded in a 100-year flood. Pre-FIRM structures were not subject to floodplain management regulations unless they were substantially improved or repaired after substantial damage. The distribution of structures by BFE thus differs for pre-FIRM and post-FIRM structures. To estimate expected flood loss at the aggregate level across all SFHAs, we applied HAZUS to a set of communities with input data derived from the national distribution of structure elevations and from nationwide NFIP claims in SFHAs.

To evaluate flood costs by payer and the financial impact of the NFIP on SFHAs, we simulate losses under two scenarios. The first scenario captures flood losses under NFIP floodplain management guidelines (the elevation requirement) and current levels of flood insurance penetration. These guidelines require a new structure's lowest floor to be built at or above the base flood elevation (BFE), which is intended to reduce the probability of flood damages in structures to a frequency event of less than one percent per year. The second scenario simulates flood losses in the absence of floodplain management. The simulation decomposes the flood losses between payers and calculates the savings per payer from the NFIP mitigation standard. For this decomposition, we use our add-on modules (discussed in section 3) that break down HAZUS cost estimates by payer.

### 4.1. U.S. Multi-Hazard (HAZUS-MH) Flood Loss Simulation Model

The HAZUS simulation model yields direct economic losses to residences under different types of flooding. The level of aggregation in HAZUS is at the Census Block, i.e., flood losses are calculated at the mean characteristics at the Census Block. Economic losses in the flood model are built from actual geographical data extracted from Geographic Information System (GIS) maps. HAZUS contains a hydrologic model of the United States. This model builds on the U.S. Geologic Survey (USGS) EROS 30-meter digital elevation model, gauge records, USGS regressions for ungaged reaches, National Oceanic and Atmospheric Administration (NOAA) data, and the hydrologic derivatives. Census data at the block level are merged onto the geocoded database. Guided by U.S. Department of Energy building characteristics survey data, structure characteristics are estimated. The HAZUS data file contains square feet of residential



and commercial property by block. Starting from the NFIP loss database, the model examines losses in known flood events, infers total losses by cost category (essentially structure and contents), then uses these to drive an engine for estimating losses by flood size. HAZUS stores most data at the Census Block level, with the ability to aggregate blocks into counties or other reasonable units.

HAZUS simulates a water overflow for a given flood level, which results in the inundation of various Census Blocks in a community. From the resultant flood levels in each Census Block, HAZUS estimates economic losses through damage curves that are a function of the elevation of structures. In the simulation run for this analysis, expected damages for structures located below BFE are identified by computing whether a Census Block would flood under a “100-year” flood event (an event with 1 percent annual probability) and to what depth. Expected damages for structures at and above the BFE are calculated in terms of structures that are damaged only in the event of a flood level that surpasses a 100-year flood level. The level of aggregation in HAZUS is at the Census Block. Therefore, this criterion observes whether the average structure in the Census Block floods under a 100-year event. In addition to expected flood losses, we simulate losses for 5-, 10-, 25-, 50-, 100-, and 500- year floods, although we ultimately only report a subset of those simulations.

#### **4.2. Impact Analysis of the Base Flood Elevation Standard: Expected Flood Losses Prevented per Year**

To evaluate the financial impact of the NFIP, we combine secondary data available from PricewaterhouseCoopers (1999) with simulation data from HAZUS to analyze the NFIP’s impact on the expected value of prevented losses at a national scale. Specifically, we simulated expected flood damages per year under the scenarios of NFIP and no-NFIP in SFHAs with secondary data providing national averages on the number of post-FIRM structures and the proportion of structures built below the BFE.

From secondary data,<sup>18</sup> 3.1 million structures in SFHAs are post-FIRM in the year 2004.<sup>19</sup> Therefore, if the expected damage of the average structure built at or above the BFE in the SFHA is ED<sub>y</sub> in year 2004, then the damages across all post-FIRM structures under the NFIP regulatory BFE criterion would be equal to:

$$ED_{NFIP} = 3.1 \text{ million} \times ED_y$$

To simulate flood losses in the absence of the NFIP, we assume the distribution of post-FIRM structures below the BFE is the same as for pre-FIRM structures. Pre-FIRM structures are not subject to the NFIP’s building requirements. From PricewaterhouseCoopers (1999), an estimated 53 percent of pre-FIRM structures are located below the BFE in SFHAs. From this proportion of structures built without regulation, the simulated expected damage of a post-FIRM structure in the absence of the NFIP is:

$$S_{NoNFIP} = (ED_n \times 0.53) + (ED_y \times 0.47)$$

where

<sup>18</sup> PricewaterhouseCoopers. A Study of the Economic Effects of Charging Actuarially Based Premium Rates for Pre-FIRM Structures. May 14, 1999

<sup>19</sup> This estimate is for the inventory of post-FIRM structures in the year 2004.

$ED_n$  = Expected damage for a structure built below the BFE in SFHAs

$ED_y$  = Expected damage for a structure built at or above the BFE in SFHAs.

As a result, expected flood losses of the 3.1 million post-FIRM structures built in SFHAs, if developed under the same elevation patterns as pre-FIRM structures (in the absence of the NFIP) would have been:

$$ED_{NoNFIP} = 3.1 \text{ million} \times S_{NoNFIP}$$

With the actual number of post-FIRM structures, the latent flood loss prevented by the NFIP norm is

$$\text{Latent NFIP prevention of damages} = ED_{NoNFIP} - ED_{NFIP}$$

The latent measure of NFIP prevention of damages captures the losses that could be avoided by elevating to BFE, but it does not account for noncompliance with the elevation requirement. To capture actual NFIP prevention of damages through compliance, we use secondary data that suggest 85% of post-FIRM structures are above the BFE (obtained from ISO Commercial Risk Services, 1996) to calculate actual prevention. As part of the national evaluation, after our simulations were completed, Mathis et al. (2006) estimated at a higher 89% compliance level with the BFE in post-FIRM structures. The 89%, however, included many buildings that met the elevation requirement but were not fully compliant with other floodplain management requirements and may still be subject to some damage. As a result, 85% remains a reasonable overall estimate of compliance for the purposes of the HAZUS model. With 85% compliance with BFE, total flood damages for compliant post-FIRM structures are

$$AED_{NFIP} = 3.1 \text{ million} \times (ED_y \times 0.85);$$

and flood losses due to non-compliance with NFIP regulations ( $ANC_{NFIP}$ ) for post-FIRM structures are

$$ANC_{NFIP} = 3.1 \text{ million} \times 0.15 \times ED_n^*$$

where  $ED_n^*$  is the expected damage for non-complaint post-FIRM structures, i.e., post-FIRM structures built below the BFE in SFHA. We allow for the expected value of losses from non-compliance  $ED_n^*$  to be different for post-FIRM structures relative to losses of pre-FIRM structures located below the BFE. Therefore,

$$\text{NFIP prevention of damages} = ED_{NoNFIP} - AED_{NFIP} - ANC_{NFIP}$$

or, in other words, NFIP's impacts are expected losses under development patterns in SFHAs prior to the NFIP minus the expected losses under compliance as well as non-compliance.

In addition, the percentage increase of losses in the absence of the NFIP would have been

$$\%AED_{NFIP} = ED_{NoNFIP} / (AED_{NFIP} - ANC_{NFIP}) \times 100$$

where this is a relative (unit free) estimate of prevention. To estimate the expected value of prevented flood losses, this study uses HAZUS runs for a set of communities drawn from clusters of communities within SFHAs derived in the sub-study *An Evaluation of Compliance*

*with the National Flood Insurance Program Part B: Are Minimum Building Requirements Being Met?*. The simulation is supplemented with structure data from the national distribution of elevations available from the PricewaterhouseCoopers (1999) and ISO Commercial Risk Services (1996) studies as well as insurance claims data. The use of national data from SFHAs allows estimation of the national impact of the NFIP in terms of prevention of flood losses to residences.

#### **4.2.1. Calculation of Aggregate Expected Damages below BFE using National Averages**

To estimate ED<sub>n</sub>, secondary data from PricewaterhouseCoopers (1999) establish that, of the pre-FIRM buildings in SFHAs that are below BFE, 55 percent are up to 2 feet below; 22.5 percent are located 3 to 5 feet below; and 22.5 percent are located 6 or more feet below. We incorporated this distribution of pre-FIRM elevations into HAZUS to estimate the aggregate expected flood damage.

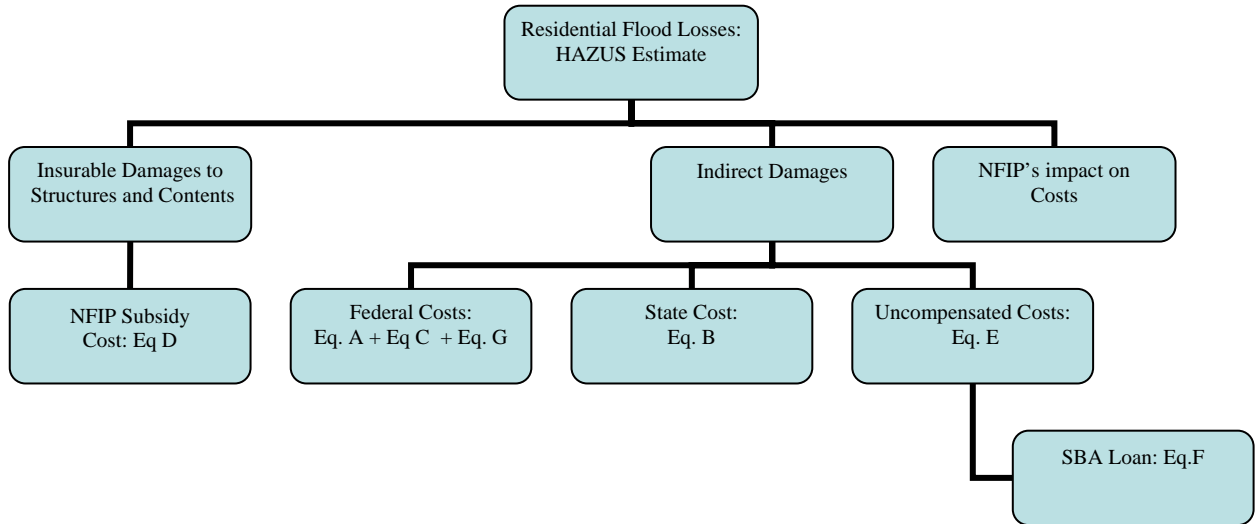
The PricewaterhouseCoopers (1999) data, however, did not provide the distribution of elevations for post-FIRM structures located below the BFE. To approximate expected losses for non-compliant post-FIRM structures in SFHAs, the simulation uses average (historical) losses across all policies (with and without claims) of post-FIRM structures in SFHAs derived from claims data and reported in the NFIP Actuarial Rate Review 2004 (p. 24). Data on average losses for post-FIRM structures are added into HAZUS. That is, expected flood losses from non-compliance are calibrated to be consistent with total post-FIRM expected loss (from Actuarial Rate Review data). Expected losses from non-compliance are, in particular, derived assuming 15 percent non-compliance and using HAZUS estimates on losses below versus at or above BFE. Total flood losses for structures constructed below the BFE are the aggregate of losses from pre-FIRM structures constructed below the BFE and non-compliant post-FIRM structures.

### **4.3. Modules that Compute the Distribution of Payers under Each Scenario**

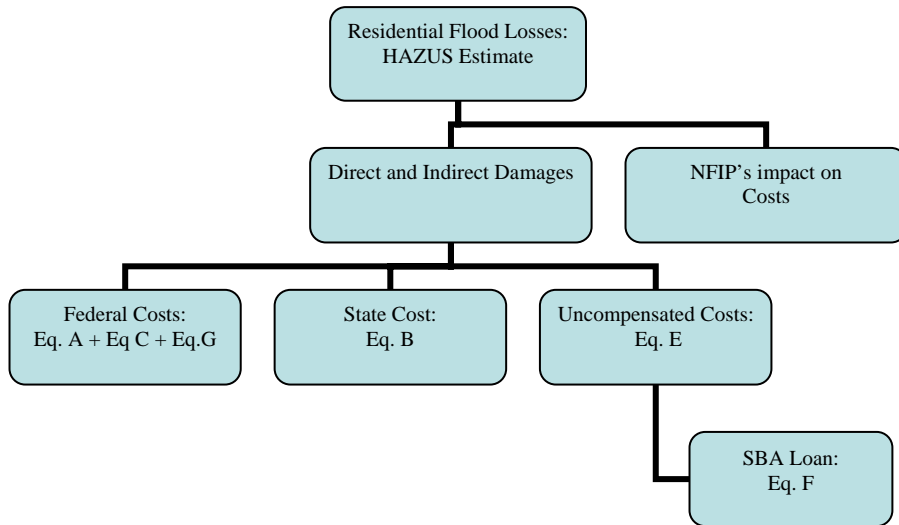
The add-on modules in Section 4.2 break down the formulas in Section 5.2 that are not differentiated by payer. Among other results, we determine the extent to which the NFIP has (1) reduced the burden on victims and federal disaster relief and (2) increased the portion that SFHA residences pay of the risk premium associated with the choice to live in SFHAs. Thus, the analysis measures how the NFIP has fulfilled two of its main objectives.

To evaluate the financial impact of the NFIP by payer, we simulate three scenarios. First, we model flood losses and federal flood response costs for residences with NFIP insurance and NFIP-induced mitigation. Second, we simulate the losses with NFIP-induced mitigation but without insurance coverage. Last, we simulate losses in an unregulated system with neither mitigation nor insurance coverage (i.e., no NFIP). Figures 3-5 show the flood assistance reaction function that transforms HAZUS estimated cost of flood losses and differentiates the flood losses by payer under each scenario. Equations in the diagrams refer to the formulas in Table 3.

**Figure 3. Assistance Reaction Functions for Insured Residences**



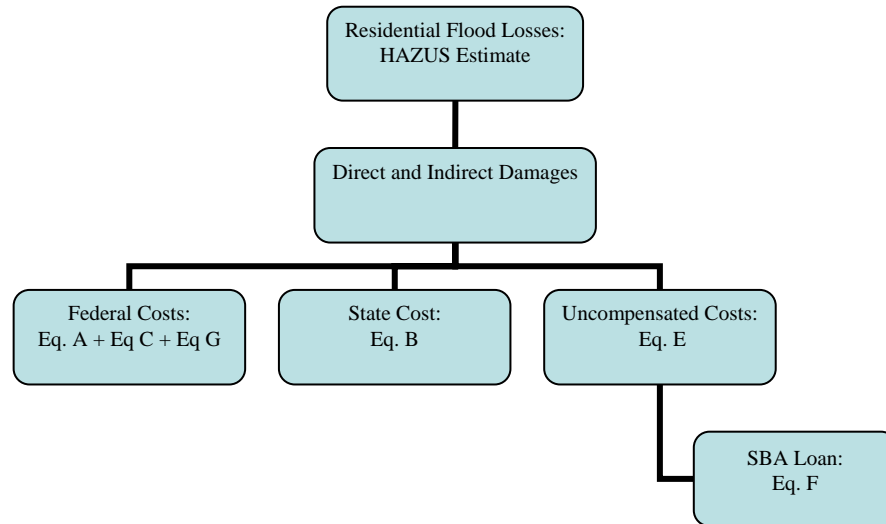
**Figure 4. Assistance Reaction Functions for Uninsured Residences**



Levels of compensation in the simulation under actual levels of insurance penetration are derived from a weighted average of estimates from the modules described in Figures 3 and 4. We also estimate the impact of the elevation requirement on who pays. The impact of the elevation requirement is estimated from simulated aggregate flood losses using the distribution of structures below BFE with and without the NFIP. For example, from section 5.2, modeling flood losses if the NFIP had not existed, 53 percent of post-FIRM structures would be below the BFE; with the NFIP, only 15 percent are below BFE. The simulated distribution of payers with and without the NFIP stems from comparing the outputs of the modules described in Figures 3-5.



**Figure 5. Assistance Reaction Functions for Uninsured Residences and No-Mitigation**



#### 4.4. Evaluation of the Cost

From Figures 3-5, we simulate the percentage of uncompensated damages to residences and the percentage of compensation to residences paid by taxpayers for insured and uninsured properties. The analysis also measures the NFIP's impact on flood losses per payer. The evaluation of the cost of flooding uses the parameterizations in sections 5.2 to 5.3. The distribution of payers is evaluated by expected costs of flooding and for high, medium, and low probability floods (10-, 50-, and 100-year floods), as well as the 500-year flood.

The level of compensation under actual levels of insurance penetration is evaluated from a weighted average of estimates from modules that show the distribution of payers with and without insurance. We assume the average percentage of insurance penetration in SFHA communities as 50 percent.<sup>20</sup> We also analyze penetration levels of 40 and 60 percent. Analysis of different insurance penetration levels shows the relation between flood mitigation, federal relief, and insurance.

#### 4.5. Data Extraction

To estimate expected flood loss at the aggregate level across all SFHAs, we applied HAZUS to a set of communities and added information on the national distribution of structural elevations and on NFIP claims in Section 5.2.

Our analysis of the dollar amounts of NFIP's impact on the costs of flooding and their distribution among payers uses flood losses extracted from 3,000 Census Blocks located at different flood risk levels (elevations), and selected from 20 communities that participate in the

<sup>20</sup> The NFIP Market Penetration substudy (Dixon et al , 2005) calculates an approximately 50 percent insurance penetration rate in SFHAs nationwide.

NFIP (see Table 4). The number of observations was limited because of the lengthy HAZUS running time required to upload a community's information to simulate economic losses. To choose the 20 communities, this study selected communities from a sample of clusters of NFIP communities included in Mathis et al. (2006). The sampling plan from that study allowed analysis of compliance within similar geographic areas, communities, flooding conditions, and building types. Eighteen "cluster areas" were identified in that study. Each cluster was composed of five randomly selected communities that met their criteria for inclusion in the study (i.e., community studied by detailed methods with 35 or more flood insurance policies in effect). To minimize bias in selecting communities to run in HAZUS from their community clusters, we picked randomly one community from each cluster. We added a flood-prone low-income community in Texas to gain better insight on low income communities. We also added Mecklenburg County, NC because this community was included in several aspects of the broader NFIP evaluation.

The NFIP's impact estimate in SFHAs is derived from evaluating total flood losses across Census Blocks with weights provided in Section 5.2. Furthermore, to model the institutional and economic framework of flood relief compensation, we apply the add-on-modules in Figures 3-5 to each Census Block. The modules break down the direct costs among payers, factoring in how the extent of damage affects the payer distribution. HAZUS allows the average loss per flood size to be evaluated. Using our add-on modules, HAZUS decomposes flood losses and NFIP's impact by payer in SFHAs.

**TABLE 4. List of Communities**

Community	Type of Watershed	Cluster from Community Compliance Sub-study*
Quincy, MA	Riverine	Northeast
City of Alexandria, VA	Riverine	Washington/Baltimore
St. Charles, MO	Riverine	Mississippi River
Covington, LA	Riverine	Louisiana
Saraland, AL	Riverine	Florida Panhandle
East Peoria, IL	Riverine	Great Lakes
Cass Co., ND	Riverine	Midwest
Frederick, CO	Riverine	Central Rockies
Mansfield, TX	Riverine	Texas – Central
Maricopa Co., AR	Riverine	Southwest
Fresno, CA	Riverine	California – South
Palo Alto, CA	Riverine	California – North
Sultan, WA	Riverine	Pacific Northwest
Mecklenburg County, NC	Riverine	Not clustered
Maverick, TX	Riverine	Not clustered
Galveston, TX	Coastal	Texas-Coastal
Bay Head, NJ	Coastal	Mid-Atlantic
Poquoson, VA	Coastal	Coastal North Carolina/Virginia
Jupiter, FL	Coastal	Florida –South
Dunedin, FL	Coastal	Florida – West Coast

\*SOURCE: American Institutes for Research and Mathis and Nicholson, "Evaluation of Compliance with the National Flood Insurance Program Part B: Are Building Requirements Being Met?"

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## 5. RESULTS OF THE HAZUS MODELLING

### 5.1. Simulation of Total Losses and NFIP's Impact

HAZUS estimates the average expected annual flood loss across all pre-FIRM residences located below the BFE in SFHAs is \$830. The average annual flood loss per post-FIRM residence built below the BFE in SFHAs is \$462. By comparison, according to the NFIP's Actuarial Information System, the long-term average annual loss for insured properties at and above the BFE is \$91 in riverine SFHAs and \$297 in coastal SFHAs (V zones). All numerical calculations are in 2004 dollars.

HAZUS estimates that total residential flood costs in SFHAs are roughly \$2.1 billion annually and that the NFIP annually saves an average of almost \$1.1 billion in flood losses. This represents a one-third savings ( $1.1/(1.1+2.1)$ ) on flood losses.

Table 5 shows the estimated damages per residence in SFHAs and the damages prevented by the NFIP. Annual flood loss per SFHA residence averages \$290, while flood loss per SFHA residence located below the BFE averages \$813. Under a 100-year flood, flood loss per SFHA residence averages \$4,131 and flood loss for flooded structures averages \$12,511.

**TABLE 5: Flood Loss per SFHA Residence and the NFIP's Impact on That Loss**

Loss Classification	Expected Annual Residential Flood Loss	Residential Flood Loss in a "100-year flood"
Flood Loss per Residence in SFHAs, with Mitigation Only	\$290	\$4,131
NFIP Impact on Flood Loss per Residence in SFHAs	\$150	\$2,334
Flood Loss per Residence Located Below the BFE in SFHAs	\$813	\$12,511

Note: For numbers underlying the estimates in a 100-year flood, see the "mitigation only" column in Table 9. Includes both pre- and post-FIRM residences in SFHAs.

The next section evaluates the impact of floodplain management on property values, with its indirect consequences on development in SFHAs. The evaluation of the capitalized flood loss in relation to property values uses the expected flood loss (in present value terms) over the lifetime of a typical mortgage.

### 5.2. Capitalized Value of Losses and NFIP Impact

Formulas available from financial economics can be used to calculate the effect of flood risk (or any other potentially recurring expense) on property values (Baker and Baker 2006). To capture the importance of flood losses relative to property values, we evaluate the expected flood loss (in present value terms) over the lifetime of a typical mortgage. This effect captures the wealth or capitalized effect of flood hazards and mitigation.

To calculate the capitalized effect of flood hazards on residences in SFHAs, specifically, we calculate the present value of expected flood losses under the standard 30-year mortgage. In the analysis, the expected flood loss for a period of 30 years is calculated using the average annual growth in the housing price index of 4.5 percent.<sup>21</sup> The present value term of the

<sup>21</sup> This average growth is calculated based on the observed growth of the housing price index in the last 30 years.



accumulated losses is obtained based on the average historic long run mortgage rate of 9 percent for a standard 30-year loan and discounting by the housing price index.<sup>22</sup> This present value term represents the expected loss in wealth due to floods from purchasing a residence in SFHAs. The financial calculation indicates that the flood hazard risk in SFHAs represents an average price discount (an accumulated expected flood loss in SFHAs) of \$4,771 per structure. In the absence of the NFIP, the mean price discount would be \$7,148 per structure. Therefore, the NFIP's impact on risk reduction expressed in terms of the mean price differential in the value of residences in SFHAs is \$2,377.

Table 6 shows capitalized value of losses and NFIP's impact using the homeowner perspective under the average 30-year mortgage. The table also shows the present value under the social discount rate. This is a low risk or risk free discount rate and corresponds best to the nominal interest rate on long-term government bonds. In the table, the capitalized impact of the NFIP is \$2,912 per structure. Thus, in terms of avoided losses in property values, the aggregate gain from the regulation of the existing 3.1 million post-FIRM structures in SFHAs is \$9 billion. In addition to the NFIP impact on total cost, a breakdown of the NFIP's impact by payer underscores the effectiveness of the program in reducing cost to taxpayers as well as uncompensated losses.

**TABLE 6: Capitalized Flood Loss and NFIP's Impact**

Loss Classification	Capitalized Expected Residential Flood Loss (Historical Mortgage Rate)	Capitalized Expected Residential Flood Loss (Historical Prime Rate)
Capitalized Total Flood Cost per Residence in SFHAs	\$4,771	\$5,725
Capitalized NFIP Impact on Flood Cost per Residence in SFHAs	\$2,377	\$2,912
Capitalized Total Flood Cost per Residence Located Below the BFE in SFHAs	\$14,425	\$16,107

### 5.3. Simulation of Flood Losses and NFIP's Impact by Payer

The NFIP has clearly induced savings on flood costs. Moreover, flood insurance has shifted the loss from taxpayers to those who pay the insurance premium. Indeed, the NFIP objectives were twofold: (1) constraining the cost of damage caused by flooding, and (2) providing economically feasible relief to victims through insurance. This section applies the institutional and economic framework of flood relief compensation described in Section 5.3 to different simulated flood levels yielding: costs to flood victims, federal disaster relief costs, costs to taxpayers, and costs to the NFIP. In addition to the breakdown of the cost estimates by payer, this section evaluates the impact of NFIP floodplain management guidelines (the elevation requirement) on flood losses by payer in SFHAs.

The simulation estimates how extensively the NFIP has aided victims and reduced disaster relief costs, and how well the NFIP has addressed the aim that those who choose to live in flood hazard areas pay the risk premium associated with their choices. Decomposition of payers and evaluation of the NFIP's impact uses annual expected losses. In the financial analysis of flood losses, we also decompose the flood damages per structure for different flood sizes and

<sup>22</sup> Use of historic rate for 15-year averages with a mean housing price index of 3 percent and mortgage rate of 7.5 percent yields capitalization estimates that vary less than 1 percent relative to the use of 30-year averages.

evaluate the tax that society pays per structure in SFHAs. The latter estimate captures the flood costs that residences in SFHAs impose on society, a very important economic indicator.

In particular, we incorporate the parameterization of the federal response function in Figures 3 and 5 (under the parameterization discussed in section 4.3) to HAZUS flood damage curves. Table 7 shows average annual flood losses for residences in SFHAs and breaks the losses down by payer. It also details the loss reduction resulting from the NFIP.

Tables 7-12 follow a common format. The columns in the table show the losses and savings with mitigation only and with 40%, 50%, and 60% NFIP insurance penetration in SFHAs. The rows in each table are divided into three panels. The top panel describes the loss due to floods, breaking it down into loss paid by the federal government, loss paid by state governments, uncompensated loss to individuals, and loss paid by the NFIP from the pooled premiums collected from NFIP policy holders. The middle panel details the federal loss, showing estimated loss on SBA loans, FEMA individual assistance and temporary relocation grants net of state matching funds, and the revenue loss from partial income tax write-offs of uncompensated losses. A last row in this panel shows the NFIP long-term loss that results from discounting rates for pre-FIRM structures built below BFE. Numbers from that row are excluded from totals shown in the tables because it is unclear who ultimately will pay for the loss that resulted from the Congressionally mandated discounts. The bottom panel shows the loss reduction that resulted from the NFIP. It distinguishes federal savings due to NFIP insurance sales and NFIP-induced mitigation, state savings, and reductions in private loss. Private loss includes both uncompensated loss and loss paid by NFIP policyholders who have pooled their risks. As NFIP penetration rises, federal and state loss decline, offset by a rise in loss compensated by NFIP claims payments.

Annually, for example, the top panel of Table 7 shows that expected flood losses in SFHAs will be roughly \$2.1 billion. At 50 percent insurance penetration (the current average nationwide), federal and state government will bear about \$350 million (\$333 million plus \$16 million), NFIP claims payments will cover more than \$950 million, and \$770 million in loss will not be compensated. According to the middle panel of Table 7, more than half of the federal loss will result from income tax write-offs of uncompensated flood loss. The loss from discounting rates to pre-FIRM structures below BFE is one and one third times the loss from federal financial assistance and tax write-offs combined. Overall, NFIP penetration and mitigation annually will reduce loss by an estimated \$1.1 billion, with the savings split almost equally between the government and NFIP policyholders (from the bottom panel of Table 7).

Results from all the tables are discussed below. Table 8 is a companion to Table 7. While Table 7 shows estimates of total expected annual loss nationwide, Table 8 shows expected loss per residence. The loss estimates in Table 8 are smaller than the estimates in later tables, which show loss per residence in floods of different sizes, because those tables include the loss if a flood occurs for properties that would be unlikely to face a flood in a one-year time horizon.

**TABLE 7: Expected Annual Flood Loss in SFHAs by Payer (dollars in millions)**

Loss Component	Expected Loss (Mitigation Only)	Expected Loss (Insurance Penetration = 40%)	Expected Loss (Insurance Penetration = 50%)	Expected Loss (Insurance Penetration = 60%)
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$574	\$381	\$333	\$283
Loss Paid by State Government	\$31	\$19	\$16	\$13
Uncompensated Loss to Individuals	\$1,502	\$917	\$771	\$625
NFIP Claims Payments	\$0	\$760	\$953	\$1,145
<b>Total Loss from Floods, All Payers</b>	<b>\$2,107</b>	<b>\$2,077</b>	<b>\$2,073</b>	<b>\$2,076</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$41	\$25	\$21	\$16
FEMA Individual Assistance	\$124	\$75	\$63	\$51
Temporary Relocation	\$85	\$85	\$85	\$85
Tax Write-Offs	\$357	\$215	\$179	\$144
Less: Loss Paid by State Government.	-\$31	-\$19	-\$16	-\$13
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$574</b>	<b>\$381</b>	<b>\$333</b>	<b>\$283</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Structures <sup>1</sup>	\$0	\$365	\$457	\$548
<b>c. Loss Reduction Due to NFIP</b>				
Decrease in Federal Loss Due to NFIP Insurance Penetration	\$0	\$193	\$241	\$291
Decrease in Federal Loss Due to NFIP Mitigation	\$286	\$286	\$286	\$286
<b>Total Decrease in Federal Loss Due to NFIP</b>	<b>\$286</b>	<b>\$479</b>	<b>\$527</b>	<b>\$577</b>
Decrease in State Loss	\$17	\$29	\$32	\$35
Decrease in Private Loss <sup>2</sup>	\$770	\$586	\$529	\$483
<b>Total Loss Reduction from NFIP</b>	<b>\$1,073</b>	<b>\$1,094</b>	<b>\$1,088</b>	<b>\$1,095</b>

Notes:

Totals do not match exactly between columns due to rounding.

Includes both pre- and post-FIRM residences in SFHAs

<sup>1</sup> The loss from discounted rates to pre-FIRM structures is not included in the Total Loss in sections b or c.

<sup>2</sup> Private loss includes loss compensated by flood insurance (NFIP Claims Payments plus Uncompensated Loss to Individuals). As NFIP coverage rises, losses shift from the public sector to private property owners who have pooled their risks.

To provide further insight, Tables 9-12 show expected annual losses and estimated actual damage (under selected flood sizes) per residence and the proportions each payer bears of the damages under different flood sizes. The analysis of the expected and actual financial impacts of floods measures the NFIP's impact on uncompensated flood losses per residence in SFHAs and the impact of insurance on costs to government.

**TABLE 8: Expected Flood Loss by Payer per Residence in SFHAs**

<b>Loss Component</b>	<b>Expected Loss (Mitigation Only)</b>	<b>Expected Loss (Insurance Penetration = 40%)</b>	<b>Expected Loss (Insurance Penetration = 50%)</b>	<b>Expected Loss (Insurance Penetration = 60%)</b>
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$81	\$54	\$46	\$40
Loss Paid by State Government	\$4	\$3	\$2	\$2
Uncompensated Loss to Individuals	\$213	\$129	\$109	\$88
NFIP Claims Payments	\$0	\$107	\$134	\$161
<b>Total Loss from Floods, All Payers</b>	<b>\$298</b>	<b>\$283</b>	<b>\$293</b>	<b>\$291</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$6	\$3	\$3	\$2
FEMA Individual Assistance	\$17	\$11	\$9	\$7
Temporary Relocation	\$12	\$12	\$12	\$12
Tax Write-Offs	\$50	\$30	\$25	\$20
Less: Loss Paid by State Government.	-\$4	-\$3	-\$2	-\$2
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$81</b>	<b>\$54</b>	<b>\$46</b>	<b>\$40</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Structures <sup>1</sup>	\$0	\$53	\$66	\$79
<b>c. Loss Reduction Due to NFIP</b>				
Decrease in Federal Loss Due to NFIP Insurance Penetration	\$0	\$27	\$34	\$41
Decrease in Federal Loss Due to NFIP Mitigation	\$40	\$40	\$40	\$40
<b>Total Decrease in Federal Loss Due to NFIP</b>	<b>\$40</b>	<b>\$67</b>	<b>\$74</b>	<b>\$81</b>
Decrease in State Loss	\$2	\$3	\$4	\$4
Decrease in Private Loss <sup>2</sup>	\$108	\$84	\$77	\$71
<b>Total Loss Reduction from NFIP</b>	<b>\$150</b>	<b>\$154</b>	<b>\$155</b>	<b>\$156</b>

Notes:

Totals do not match exactly between columns due to rounding.

Includes both pre- and post-FIRM residences in SFHAs

<sup>1</sup> The loss from discounted rates to pre-FIRM structures is not included in the Total Loss in sections b or c.

<sup>2</sup> Private loss includes loss compensated by flood insurance (NFIP Claims Payments plus Uncompensated Loss to Individuals). As NFIP coverage rises, losses shift from the public sector to private property owners who have pooled their risks.



Table 9 is the most important of Tables 9-12 because it shows losses for the 100-year flood, a flood at the mitigation protection level required by NFIP floodplain management regulations. Table 9 shows expected losses and savings at that protection level. Totals from this table appear in Table 5. Tables 10-12 show similar breakdowns of expected losses for 10-year, 50-year, and 500-year floods. Both compensated and uncompensated losses rise with flood size.

**TABLE 9: Flood Loss by Payer per Residence in SFHAs for a 100-Year Flood**

<b>Loss Component</b>	<b>Expected Loss (Mitigation Only)</b>	<b>Expected Loss (Insurance Penetration = 40%)</b>	<b>Expected Loss (Insurance Penetration = 50%)</b>	<b>Expected Loss (Insurance Penetration = 60%)</b>
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$1,414	\$938	\$819	\$700
Loss Paid by State Government	\$90	\$55	\$46	\$36
Uncompensated Loss to Individuals	\$2,718	\$1,673	\$1,412	\$1,151
NFIP Claims Payments	\$0	\$1,519	\$1,899	\$2,279
<b>Total Loss from Floods, All Payers</b>	<b>\$4,232</b>	<b>\$4,185</b>	<b>\$4,176</b>	<b>\$4,166</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$90	\$54	\$45	\$36
FEMA Individual Assistance	\$359	\$219	\$184	\$149
Temporary Relocation	\$211	\$211	\$211	\$211
Tax Write-Offs	\$844	\$508	\$424	\$340
Less: Loss Paid by State Government.	-\$90	-\$55	-\$46	-\$36
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$1,414</b>	<b>\$938</b>	<b>\$819</b>	<b>\$700</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Structures <sup>1</sup>	\$0	\$778	\$972	\$1,167
<b>c. Loss Reduction Due to NFIP</b>				
Decrease in Federal Loss Due to NFIP Insurance Penetration	\$0	\$476	\$599	\$714
Decrease in Federal Loss Due to NFIP Mitigation	\$817	\$817	\$817	\$817
<b>Total Decrease in Federal Loss Due to NFIP</b>	<b>\$817</b>	<b>\$1,293</b>	<b>\$1,416</b>	<b>\$1,531</b>
Decrease in State Loss	\$62	\$97	\$106	\$116
Decrease in Private Loss <sup>2</sup>	\$1,520	\$1,046	\$927	\$808
<b>Total Loss Reduction from NFIP</b>	<b>\$2,399</b>	<b>\$2,436</b>	<b>\$2,449</b>	<b>\$2,455</b>

Notes:

Totals do not match exactly between columns due to rounding.

Includes both pre- and post-FIRM residences in SFHAs

<sup>1</sup> The loss from discounted rates to pre-FIRM structures is not included in the Total Loss in sections b or c.

<sup>2</sup> Private loss includes loss compensated by flood insurance (NFIP Claims Payments plus Uncompensated Loss to Individuals). As NFIP coverage rises, losses shift from the public sector to private property owners who have pooled their risks.

TABLE 10: Flood Loss by Payer per Residence in SFHAs for a 10-Year Flood

Loss Component	Expected Loss (Mitigation Only)	Expected Loss (Insurance Penetration = 40%)	Expected Loss (Insurance Penetration = 50%)	Expected Loss (Insurance Penetration = 60%)
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$254	\$163	\$140	\$117
Loss Paid by State Government	\$13	\$8	\$7	\$5
Uncompensated Loss to Individuals	\$850	\$502	\$422	\$341
NFIP Claims Payments	\$0	\$383	\$486	\$589
<b>Total Loss from Floods, All Payers</b>	<b>\$1,117</b>	<b>\$1,026</b>	<b>\$1,057</b>	<b>\$1,052</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$20	\$12	\$10	\$8
FEMA Individual Assistance	\$53	\$32	\$27	\$21
Temporary Relocation	\$26	\$26	\$26	\$26
Tax Write-Offs	\$168	\$101	\$84	\$67
Less: Loss Paid by State Government.	-\$13	-\$8	-\$7	-\$5
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$254</b>	<b>\$163</b>	<b>\$140</b>	<b>\$117</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Structures <sup>1</sup>	\$0	\$214	\$267	\$321
<b>c. Loss Reduction Due to NFIP</b>				
Decrease in Federal Loss Due to NFIP Insurance Penetration	\$0	\$91	\$114	\$136
Decrease in Federal Loss Due to NFIP Mitigation	\$151	\$151	\$151	\$151
<b>Total Decrease in Federal Loss Due to NFIP</b>	<b>\$151</b>	<b>\$242</b>	<b>\$265</b>	<b>\$287</b>
Decrease in State Loss	\$9	\$14	\$15	\$17
Decrease in Private Loss <sup>2</sup>	\$443	\$408	\$385	\$363
<b>Total Loss Reduction from NFIP</b>	<b>\$603</b>	<b>\$664</b>	<b>\$665</b>	<b>\$667</b>

Notes:

Totals do not match exactly between columns due to rounding.

Includes both pre- and post-FIRM residences in SFHAs

<sup>1</sup> The loss from discounted rates to pre-FIRM structures is not included in the Total Loss in sections b or c.

<sup>2</sup> Private loss includes loss compensated by flood insurance (NFIP Claims Payments plus Uncompensated Loss to Individuals). As NFIP coverage rises, losses shift from the public sector to private property owners who have pooled their risks.

TABLE 11: Flood Loss by Payer per Residence in SFHAs for a 50-Year Flood

Loss Component	Expected Loss (Mitigation Only)	Expected Loss (Insurance Penetration = 40%)	Expected Loss (Insurance Penetration = 50%)	Expected Loss (Insurance Penetration = 60%)
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$782	\$507	\$439	\$370
Loss Paid by State Government	\$59	\$36	\$30	\$24
Uncompensated Loss to Individuals	\$1,631	\$1,000	\$842	\$684
NFIP Claims Payments	\$0	\$908	\$1,135	\$1,362
<b>Total Loss from Floods, All Payers</b>	<b>\$2,472</b>	<b>\$2,451</b>	<b>\$2,446</b>	<b>\$2,440</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$51	\$31	\$26	\$20
FEMA Individual Assistance	\$236	\$143	\$120	\$97
Temporary Relocation	\$92	\$92	\$92	\$92
Tax Write-Offs	\$462	\$277	\$231	\$185
Less: Loss Paid by State Government.	-\$59	-\$36	-\$30	-\$24
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$782</b>	<b>\$507</b>	<b>\$439</b>	<b>\$370</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Structures <sup>1</sup>	\$0	\$476	\$595	\$714
<b>c. Loss Reduction Due to NFIP</b>				
Decrease in Federal Loss Due to NFIP Insurance Penetration	\$0	\$275	\$343	\$412
Decrease in Federal Loss Due to NFIP Mitigation	\$456	\$456	\$456	\$456
<b>Total Decrease in Federal Loss Due to NFIP</b>	<b>\$456</b>	<b>\$731</b>	<b>\$799</b>	<b>\$868</b>
Decrease in State Loss	\$39	\$62	\$68	\$74
Decrease in Private Loss <sup>2</sup>	\$919	\$642	\$573	\$504
<b>Total Loss Reduction from NFIP</b>	<b>\$1,414</b>	<b>\$1,435</b>	<b>\$1,440</b>	<b>\$1,436</b>

Notes:

Totals do not match exactly between columns due to rounding.

Includes both pre- and post-FIRM residences in SFHAs

<sup>1</sup> The loss from discounted rates to pre-FIRM structures is not included in the Total Loss in sections b or c.

<sup>2</sup> Private loss includes loss compensated by flood insurance (NFIP Claims Payments plus Uncompensated Loss to Individuals). As NFIP coverage rises, losses shift from the public sector to private property owners who have pooled their risks.

TABLE 12: Flood Loss by Payer per Residence in SFHAs for a 500-Year Flood

Loss Component	Expected Loss (Mitigation Only)	Expected Loss (Insurance Penetration = 40%)	Expected Loss (Insurance Penetration = 50%)	Expected Loss (Insurance Penetration = 60%)
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$3,762	\$2,565	\$2,265	\$1,966
Loss Paid by State Government	\$152	\$94	\$80	\$65
Uncompensated Loss to Individuals	\$6,665	\$4,117	\$3,480	\$2,843
NFIP Claims Payments	\$0	\$3,715	\$4,644	\$5,573
<b>Total Loss from Floods, All Payers</b>	<b>\$10,579</b>	<b>\$10,491</b>	<b>\$10,469</b>	<b>\$10,447</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$225	\$137	\$114	\$92
FEMA Individual Assistance	\$607	\$376	\$319	\$261
Temporary Relocation	\$723	\$723	\$723	\$723
Tax Write-Offs	\$2,359	\$1,423	\$1,189	\$955
Less: Loss Paid by State Government.	-\$152	-\$94	-\$80	-\$65
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$3,762</b>	<b>\$2,565</b>	<b>\$2,265</b>	<b>\$1,966</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Structures <sup>1</sup>	\$0	\$1,468	\$1,834	\$2,201
<b>c. Loss Reduction Due to NFIP</b>				
Decrease in Federal Loss Due to NFIP Insurance Penetration	\$0	\$1,197	\$1,497	\$1,796
Decrease in Federal Loss Due to NFIP Mitigation	\$1,413	\$1,413	\$1,413	\$1,413
<b>Total Decrease in Federal Loss Due to NFIP</b>	<b>\$1,413</b>	<b>\$2,610</b>	<b>\$2,910</b>	<b>\$3,209</b>
Decrease in State Loss	\$111	\$169	\$183	\$198
Decrease in Private Loss <sup>2</sup>	\$2,578	\$1,411	\$1,119	\$828
<b>Total Loss Reduction from NFIP</b>	<b>\$4,102</b>	<b>\$4,190</b>	<b>\$4,212</b>	<b>\$4,235</b>

Notes:

Totals do not match exactly between columns due to rounding.

Includes both pre- and post-FIRM residences in SFHAs

<sup>1</sup> The loss from discounted rates to pre-FIRM structures is not included in the Total Loss in sections b or c.

<sup>2</sup> Private loss includes loss compensated by flood insurance (NFIP Claims Payments plus Uncompensated Loss to Individuals). As NFIP coverage rises, losses shift from the public sector to private property owners who have pooled their risks.



#### 5.4. Financial Impact of the NFIP

The simulation analysis of flood costs by payer establishes that flood mitigation and insurance reduce annual total flood losses in SFHAs. With the average insurance penetration in SFHAs in 2004 of 50 percent,<sup>23</sup> as reported in the bottom two panels of Table 7, the simulation shows that the NFIP reduces annual expected costs to the federal government for buildings and their contents by \$527 million (reducing costs from \$860 million down to \$333 million, with \$286 million of the savings due to improved flood outcomes and \$241 million due to insurance coverage of losses). That amounts to a 71-percent cost reduction. The expected cost to the NFIP of discounts to pre-FIRM structures is \$457 million (from the middle panel), almost half of NFIP outlays. The expected cost of the discounts is not incorporated in the insurance premium and constitutes financial risk to the NFIP. The expected reduction of uncompensated losses to individuals through improved floodplain management (from the first column of data) required by the NFIP is even larger at \$770 million, a one third reduction in the cost. Insurance (at a market penetration level of 50 percent) reduces expected annual uncompensated losses by an additional \$731 million (\$1,502 million - \$771 million from the first and third columns of the top panel) with residual uncompensated losses at \$771 million.

Table 7 breaks down who pays for flood losses under different levels of insurance penetration. With 40-percent penetration, the NFIP reduces annual expected loss to the federal government by \$479 million (with \$193 million due to insurance coverage of losses), which amounts to a 56 percent loss reduction ( $\$479 \text{ million} / (\$381 \text{ million} + \$479 \text{ million})$ ). The NFIP loss on subsidies to pre-FIRM structures is \$132 million. The NFIP reduces expected uncompensated loss to individuals by \$1.355 billion ( $\$1,502 \text{ million} - \$917 \text{ million} + \$770 \text{ million}$ ), a 60 percent loss reduction, with insurance contributing \$585 million ( $\$1,502 \text{ million} - \$917 \text{ million}$ ). With insurance penetration at 60 percent, the NFIP reduces uncompensated losses by an estimated \$1.65 billion, a 73 percent reduction in flood loss.

Continuing the financial analysis of flood loss, we estimate the flood loss per residence for different flood sizes and evaluate the government loss per residence in SFHAs. The latter estimate captures the flood costs that residences in SFHAs impose on society. For example, at a 50-percent insurance penetration level, Table 8 shows that the average SFHA residence generates an annual cost of \$48 to taxpayers (\$46 in federal loss + \$2 in state loss). The NFIP has reduced the flood-related tax burden per residence by \$78 (\$74 federal + \$4 state) with mitigation accounting for a \$42 reduction (\$40 federal + \$2 state) and insurance coverage accounting for \$36. With insurance penetration at 40 percent, instead of 50 percent, government loss would rise from \$48 to \$57 per structure.

The expected annual flood-related loss in SFHAs with NFIP mitigation but no insured residences (the first data column in Table 8) would average \$298 per residence. Without the NFIP mitigation program, the annual flood related loss would be \$448 ( $\$298 + \$150$ ). With 50-percent insurance penetration, the NFIP reduces average annual flood loss by \$289 per residence and the expected uncompensated loss per residence is \$109.

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<sup>23</sup> In the market penetration study, the RAND Corporation sub-study (Dixon et al., 2005) estimates that the average insurance penetration in SFHAs is 50 percent

The simulation also illustrates limitations of the NFIP after the occurrence of a low probability, high cost flood disaster. For example, under a 500-year flood (Table 12), that is, a flood with a probability of only 0.2 percent every year, the NFIP reduces losses by 46 percent ( $\$8,856/(\$8,856 + \$10,469)$ ) at 50-percent penetration. After a 10-year flood, the loss reduction due to the NFIP is 51 percent ( $\$2,545/(\$2,545 + \$2,446)$ ). The effect of the mitigation regulations on flood loss rises with flood size. In percentage terms, mitigation reduces loss in floods up to the 100-year flood by roughly 36 percent but reduces the loss in a 500-year flood by only 28 percent.

#### **5.4.1. Impact of the NFIP on Costs of Floods of Different Sizes**

An aim of the NFIP is to reduce governmental costs after a major disaster. This section examines the NFIP's impact on loss per residence after a 100-year flood for the average SFHA residence with 50-percent insurance penetration. Results also show the costs of relief assistance after a 100-year flood. Tables 10-12 provide comparable information for 10-year, 50-year, and 500-year floods, but those results largely are not discussed here.

From Table 9, after a 100-year flood, the NFIP reduces average uncompensated loss by \$1,520 through flood mitigation and by \$1,316 ( $\$2,718 - \$1,412$ ) through flood insurance penetration. It reduces total government loss in a 100-year flood by an estimated \$1,522 per residence in the affected SFHA ( $\$1,416 + \$106$ ). This includes federal government savings of \$817 through mitigation and \$599 through penetration. Increasing insurance penetration from 50 to 60 percent would reduce government costs by another \$125 per residence.

With 50 percent penetration, uncompensated loss per residence averages \$1,412, federal loss averages \$819, and state loss averages \$46. The burden on taxpayers is \$865 per residence ( $\$819 + \$46$ ). Without the NFIP, the burden on taxpayers would average \$2,383 per residence in the SFHA ( $\$1,414 + \$90 + \$817 + \$62$ ). Thus, the NFIP's estimated cost savings to taxpayers is \$1,518 per residence, a 64-percent cost reduction ( $1,518/\$2,383$ ).

Looking across Tables 9-12, federal spending for temporary relocation (temporary housing) increases with flood size faster than other components of federal relief. For example, with 50-percent insurance penetration in the SFHA, the ratio of temporary relocation costs to individual assistance is 0.96 after a 10-year flood and 2.27 after a 500-year flood.

Overall, in Tables 6-12, the impact of the NFIP on flood loss prevention and the NFIP's impact by payer underscore the effectiveness of regulation in SFHAs. The results also underscore the cost of development in SFHAs to taxpayers and to residents and property owners in these high risk areas. The annual expected cost to taxpayers from residences in SFHAs is \$333 million, and expected annual uncompensated losses are \$771 million. The NFIP has reduced federal spending on floods by 61 percent. The tables highlight expected federal and state government losses and uncompensated loss per residence after floods of varying size.

#### **5.5. Who Pays for Losses to Residences Located Below the BFE in SFHAs**

To understand better the costs and consequences of flooding, this section decomposes who pays for losses of high-risk pre-FIRM residences located below the BFE in SFHAs. Results that capture the flood costs from residences located below the BFE in SFHAs underscore the implicit tax to society generated by these residences. As in Section 6.4, the analysis uses the breakdown by payer computed with the methodologies in Sections 4 and 5. Estimates in Tables

6-12 included all residences in SFHAs. This section instead estimates who pays per SFHA residence that floods in a 100-year flood. Since residences elevated to the 100-year base flood elevation should not flood in a 100-year flood, we label this group of flooded properties as residences below the BFE. In some cases, they may be grandfathered properties that were built to the BFE before remapping found the expected flood depth had risen or BFE-compliant properties whose expected flood depths would rise if they were remapped.

Tables 13-14 follow essentially the same format as Tables 7-12 but the third section of the table is omitted because pre-FIRM residences have not benefited from most NFIP mitigation efforts. Table 13 indicates that the average annual cost of flooding for a pre-FIRM SFHA residence below the BFE without insurance is \$829, well above the \$298 average for all SFHA residences (from Table 8). Moreover, assuming 50 percent insurance coverage, these high risk residences in SFHAs impose a burden of \$125 per residence to taxpayers (compared to the \$46 burden for all residences from Table 8). If the insurance coverage were 40 percent or 60 percent, the burden to taxpayers would be \$143 and \$106, respectively. Furthermore, for the average residence located below BFE, the expected expense for the NFIP in outlays for claim payments assuming 50 percent market penetration is \$381 with the subsidy paying \$195 of these expenses.<sup>24</sup> Assuming 60 percent insurance penetration, the outlays for the NFIP in claim

**TABLE 13: Expected Flood Loss by Payer per Pre-FIRM Residence Located Below the BFE in SFHAs**

<b>Loss Component</b>	<b>Expected Loss (Mitigation Only)</b>	<b>Expected Loss (Insurance Penetration = 40%)</b>	<b>Expected Loss (Insurance Penetration = 50%)</b>	<b>Expected Loss (Insurance Penetration = 60%)</b>
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$219	\$143	\$125	\$106
Loss Paid by State Government	\$12	\$7	\$6	\$5
Uncompensated Loss to Individuals	\$598	\$368	\$310	\$251
NFIP Claims Payments	\$0	\$304	\$381	\$458
<b>Total Loss from Floods, All Payers</b>	<b>\$829</b>	<b>\$822</b>	<b>\$822</b>	<b>\$820</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$16	\$10	\$8	\$6
FEMA Individual Assistance	\$47	\$29	\$24	\$19
Temporary Relocation	\$28	\$28	\$28	\$28
Tax Write-Offs	\$140	\$84	\$70	\$56
Less: Loss Paid by State Government.	-\$12	-\$7	-\$6	-\$5
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$219</b>	<b>\$143</b>	<b>\$125</b>	<b>\$106</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Residences <sup>1</sup>	\$0	\$155	\$195	\$234

Notes:

Totals do not match exactly between columns due to rounding.

<sup>1</sup> The loss from discounted rates to pre-FIRM residences is not included in the Total Loss in section b.

<sup>24</sup> This estimate was calculated by multiplying the NFIP outlays by the average subsidy (60 percent) and the percentage of structures below the BFE that received subsidies (53 percent).

payments is \$458 per residence with the subsidy paying \$234, or about half, of these expenses. Assuming 50 percent insurance penetration, uncompensated losses per residence located below the BFE are \$310. If the insurance penetration increases from 50 to 60 percent, uncompensated loss per residence decreases \$59, a 19 percent decrease.

Table 14 shows the NFIP's impact after a 100-year flood event for the average pre-FIRM residence that floods (i.e., located below BFE) assuming 50 percent flood insurance market penetration in SFHAs. Estimates from this table can be compared with Table 9. For the average residence below BFE flooded during a 100-year flood event, the uncompensated loss is \$4,276, and the loss to the federal government is \$2,480. Thus, the burden of residences affected by a 100-year flood which is passed to the taxpayers is \$2,480 per residence that flooded. By comparison, across all residences in the SFHA, uncompensated loss from a 100-year flood averages \$1,412 and loss to the Federal government averages one fourth of the loss for a residence below the BFE, \$819.

**TABLE 14: Flood Loss by Payer per Pre-FIRM Residence Located Below the BFE in SFHAs Affected by a 100-Year Flood**

Loss Component	Expected Loss (Mitigation Only)	Expected Loss (Insurance Penetration = 40%)	Expected Loss (Insurance Penetration = 50%)	Expected Loss (Insurance Penetration = 60%)
<b>a. Loss Due to Floods, All Payers</b>				
Total Loss Paid by Federal Government	\$4,277	\$2,839	\$2,480	\$2,121
Loss Paid by State Government	\$274	\$167	\$141	\$114
Uncompensated Loss to Individuals	\$8,233	\$5,067	\$4,276	\$3,485
NFIP Claims Payments	\$0	\$4,602	\$5,752	\$6,902
<b>Total Loss from Floods, All Payers</b>	<b>\$12,874</b>	<b>\$12,675</b>	<b>\$12,649</b>	<b>\$12,622</b>
<b>b. Federal Loss</b>				
Amount of SBA Loans Lost	\$271	\$164	\$137	\$110
FEMA Individual Assistance	\$1,094	\$668	\$562	\$456
Temporary Relocation	\$644	\$644	\$644	\$644
Tax Write-Offs	\$2,540	\$1,530	\$1,277	\$1,024
Less: Loss Paid by State Government.	-\$274	-\$167	-\$141	-\$114
<b>Total Loss Paid by Federal Government Due to Floods</b>	<b>\$4,277</b>	<b>\$2,839</b>	<b>\$2,480</b>	<b>\$2,121</b>
NFIP Long-term Loss from Discounted Rates to Pre-FIRM Residences <sup>1</sup>	\$0	\$2,353	\$2,940	\$3,528

Notes:

Totals do not match exactly between columns due to rounding.

<sup>1</sup> The loss from discounted rates to pre-FIRM residences is not included in the Total Loss in section b.



### 5.5.1. The Relationship between Expected Flood Losses below BFE and the Price of Residences

Assuming that estimated flood risk is capitalized in housing prices, we also estimated the effect of flood risk on property values for residences located below the BFE. Financial analysis of the expected flood loss to residences located below BFE indicates that the risk discount expressed in terms of property values (present value of expected loss over the lifetime of a typical mortgage) is \$14,425. The simulation also permits examination of the expected flood loss effects on property values under the NFIP's requirement that residences must purchase flood insurance to qualify for federally-sponsored mortgage loans in SFHAs. The simulated reduction in property values from expected flood losses for insured residences located below the BFE is \$16,010 (measured at the historic mark up of 1.16 for subsidized rates for pre-FIRM residences).<sup>25</sup> Without the subsidy of 60 percent of the insurance premium for pre-FIRM residences located below the BFE, the impact of flood losses for residences located below BFE on the price of housing would average a total of \$40,035 in costs per residence. Thus, the flood insurance subsidy introduced an appreciation of \$24,020 in property values to the subsidized pre-FIRM residences that comprise most of the residences located below the BFE.

The market distortion from the subsidy is more than 15 percent of the mean pre-FIRM property value, \$158,000, in 2004 and, thus, preserves market value of some high risk properties.

Finally, from the simulation, the capitalized values of expected losses of pre-FIRM and post-FIRM residences are, respectively, \$7,182 and \$1,651. Table 15 shows capitalization estimates using mortgage and prime rates. Therefore, while the NFIP partly contributes to development by protecting against catastrophic risk, the expected loss over the lifetime of a typical mortgage for a typical post-FIRM residence is only \$1,651, about one percent of the mean post-FIRM house value (\$197,000). This indicates that while considerable development has occurred in SFHAs, the economic impact of flood hazard risk for each of these new residences is small.<sup>26</sup> These estimates ignore the cost of mitigation, which offsets somewhat the savings achieved by reducing flood damages. The study does not measure any added value to individuals of the reduction in risk of catastrophic financial losses that results from spreading risk by purchasing actuarially sound flood insurance.

**TABLE 15: Capitalized Flood Loss by Type of Residences**

Loss Classification	Capitalized Expected Residential Flood Loss (Historical Mortgage Rate)	Capitalized Expected Residential Flood Loss (Historical Prime Rate)
Capitalized Total Flood Cost per Pre-FIRM Residence in SFHAs	\$7,182	\$8,618
Capitalized NFIP Impact on Flood Cost per Post-FIRM Residence in SFHAs	\$1,651	\$1,980

<sup>25</sup>See Actuarial Rate Review (Hayes and Sabade, 2004)

<sup>26</sup> Further, as indicated in the sub-study "The National Flood Insurance Program: Developmental and Environmental Impacts," there is evidence that development would occur in many areas with high flood risks regardless of the existence of the program.

## 5.6. Summary of the HAZUS Analysis

The HAZUS simulation examined the impact of flood mitigation requirements on savings on residential flood losses and the loss distribution among payers. The analysis probed the NFIP's financial impact, a central question about program effectiveness. Using simulation software, unlike using econometric analysis, permitted an analysis of the impact of flood mitigation on who pays for flood disasters and provided the flexibility to control for the size of the flood and its impact on flood assistance relief.

The empirical results establish that flood mitigation and insurance reduce total annual flood losses in SFHAs. For example, with the 50-percent average flood insurance market penetration rate in SFHAs, the simulation analysis estimates that the NFIP reduces annual expected costs to the federal government by \$527 million with \$241 million due to insurance coverage of losses and \$286 due to mitigation. The expected cost to the NFIP of discounts or subsidies to pre-FIRM residences is \$457 million, about half of total NFIP outlays. The NFIP reduces uncompensated losses to individuals by an estimated \$1.5 billion, with insurance payments contributing \$731 million and mitigation contributing \$770 million.

The HAZUS analyses estimate flood losses and flood-related tax write-offs per residence in SFHAs. We analyze three insurance penetration levels and a mitigation-only case and estimate the damages in 10, 50, 100, and 500 year floods as well as for the blended risk of floods of all probabilities (frequencies) in a year. We also analyze the effect of the NFIP on property value. Moreover, we calculate the effects of flood risk, mitigation, and flood insurance coverage costs on property values for pre-FIRM and post-FIRM residences in SFHAs. The financial analysis estimates the flood-related cost that development in SFHAs imposes on taxpayers (due to flood disaster assistance, subsidized loans, and income tax write-offs of losses) as well as on owners and occupants of residences located in flood risk areas (either directly or through NFIP claims payments). The NFIP affects these costs by shifting some covered losses from taxpayers to policyholders and by requiring mitigation measures that may reduce flooding or reduce property damage when floods occur. The financial impact of the NFIP on mitigation and on who pays are excellent measures of the costs and consequences of floodplain regulation.

The common belief that the NFIP has stimulated development that increased flood losses is not supported by our findings that with mitigation, flood hazards associated with most new development have a relatively small effect on property values. In contrast, the NFIP subsidy to pre-FIRM residences below BFE has artificially increased market value of these high-risk residences and buildings. Thus, the subsidy has contributed to maintaining market demand for pre-FIRM residences located below BFE. If the buildings were replaced or substantially renovated, the subsidies would be lost. Thus, rate discounts discourage investment that would have raised elevations above BFE. From a public policy perspective, however, redevelopment seems desirable; it would force elevation of the buildings to BFE, meaning they were less subject to flood damage.

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## **6. ANALYSIS OF FLOOD LOSSES BY INCOME GROUP**

With \$2 billion in property losses per year, flood events cause more losses, on average, than any other natural disaster in the United States. Flood losses by income and ethnic group partly depend on whether floodplain management and insurance programs reach disadvantaged populations and minorities, a key measure of program equity. Disadvantaged populations often lack flood insurance and the loss for the poor is in many cases irreparable. Indeed, if the population that lives in poverty is most significantly affected by flood hazards, more effective mechanisms for coordinating local, state and federal response are needed. The poverty line depends on the size and composition of the family with regard to the number of children, adults and persons age 65 or over. For example, the poverty line (or threshold) in 2002 was \$9,183 for a one-person family, \$18,244 for a four-person family with two children (under age 18), and \$18,307 for a four-person family with three children. In this study, we use per capita household income of less than \$20,000 (under US Census 2000) as the threshold for poverty.

Knowledge of low-income issues in floodplain management is spotty. Repeated flooding resulting from hurricanes striking North Carolina, and most recently Hurricanes Katrina and Rita, has raised concerns that vulnerable low-income communities may be more exposed to the devastating costs of flooding. This issue has been covered in the popular press but to date has received only modest attention in the academic literature. Shilling et al. (1989) and Browne and Hoyt (2000) evaluated insurance penetration for low income inhabitants.

This section evaluates how residential flood losses in Census Blocks in SFHAs vary with mean resident income. In particular, using Census Block data on property values, income brackets, and demographic information coupled with flood loss estimates, we determine whether residential flood damages differ across ethnic and income groups, including for those living under poverty.

The analysis reveals two interesting results. First, those in the highest income brackets (household incomes larger than \$75,000) are more prone to live in higher flood hazard areas (perhaps, we suspect, because they want a water view or easy access to a beach). These households can afford the premium from flood insurance. Second, low income households with incomes between \$10,000 and \$30,000 live in higher risk areas than the middle income households with incomes between \$30,000 and \$75,000. Presumably, low income households live in hazardous areas in order to find affordable housing or because they work in water recreation areas and find the least expensive housing nearby. The analysis also estimates the impact of urbanization (population), race, and number of rental units on flood damages at the Census Block level.

### **6.1. Data**

To evaluate how well floodplain management protects low-income inhabitants of SFHAs, we use the HAZUS-HM Flood Model. The simulation model estimates direct economic losses to residences under different types of flooding and different community characteristics. In addition to the flood loss calculated by the engineering model of flood damage for each Census Block, we also have information on the mean property value, income, and demographic data for each Census Block.

Economic losses in the flood model are built from actual geographical data extracted from Geographic Information System (GIS) maps. HAZUS contains a hydrologic model of the United States. This model builds on the U.S. Geologic Survey (USGS) EROS 30-meter digital elevation model, gauge records, USGS regressions for ungauged reaches, National Oceanic and Atmospheric Administration (NOAA) data, and the hydrologic derivatives. Census data at the block level are merged onto the geo-coded database. Guided by U.S. Department of Energy building characteristics survey data, residence characteristics are estimated. Starting from the NFIP loss database, the model examines losses in known flood events, infers total losses by cost category (essentially residence and contents), then uses these to drive an engine for estimating losses by flood size. HAZUS stores most data at the Census Block level, with the ability to aggregate blocks into counties or other reasonable units.

Our analysis uses flood losses extracted from flooded Census Blocks under a 100-year flood (covering a population of 35,000) selected from 20 communities with special flood hazards areas (SFHA) across the United States. The number of observations was limited because of the lengthy HAZUS running time required to upload a community's information to simulate economic losses. (Details on the selection criterion are presented in Section 5.5).

## 6.2. Econometric Analysis

The econometric analysis uses Census Block data to explain how the characteristics of communities and residents affect the losses from flooding in SFHAs. In the analysis, we use HAZUS to simulate a water overflow of a 100-year flood, which results in the inundation of various Census Blocks. From the resultant flood levels in each Census Block, we determine economic losses for those in poverty, as well as other income groups. We also account for the population of each Census Block, number of rental units, and mean income and property values at each Census Block. From the available data, we formulate a fixed-effects model of flood losses:

$$F_{js} = a + r_j + \mathbf{C}_s \beta_1 + \mathbf{Y}_{js} \beta_2 + \mathbf{P}_{js} \beta_3 + \xi_{js} \quad (1)$$

where flood damages (flood damage under a 100-year flood) in Census Block  $s$  at region  $j$  are  $F_{js}$ ; the vector  $\mathbf{C}_s$  codes each community with an indicator variable; and the vector  $\mathbf{Y}_{js}$  shows for each Census Block the number of households in each income bracket (including those in poverty). The vector  $\mathbf{P}_{js}$  includes for each Census Block the population and number of household units, as well as the number of rental units, mean income, and property values. The econometric residual  $\xi_{js}$  captures prediction error in the econometric model.

Dummy (indicator) variables for each community account for fixed (or non-random) differences in flood damages across communities. Similarly, the variance of the econometric residual  $\xi_{js}$  is likely to differ across communities. Heterogeneity from random effects is captured by the assumption:

$$\text{Var}(\xi_{js}) = a + \mathbf{C}_s \beta^* + u_{js}$$

Table 16 and Appendix Tables A-1 and A-2 show coefficient estimates under different estimators. Table 16 shows estimates with both fixed and random effects. That means it accounts for variation between communities and controlling for community effects, between individuals



within communities. Appendix Table A-1 shows coefficient estimates without fixed or random effects. Appendix Table A-2 shows the estimation with fixed community effects only.

For readers interested in the technical aspects of the statistical analysis, inspection of Table 16 shows that the existence of fixed effects for community heterogeneity is significant. This explains the anomalous result in Appendix Table A-1 (which excludes heterogeneity) that the more costly residences experience lower flood damages. Furthermore, Table 16 shows that random effects for community heterogeneity are likewise important in explaining flood damages. Comparisons of the tables reveal some sensitivity of results to the choice of estimator. Estimation results in the text refer to Table 16 because it correctly depicts the relationship between community characteristics and flood losses per residence in the SFHA.

### **6.3. Results**

Two fundamental principles for evaluating a federal program are overall cost effectiveness and equity. A shortcoming for evaluating flood losses by income is that costlier residences by definition have a larger potential damage (e.g., larger replacement value). Consequently, to measure the NFIP's impact on equity, potential flood damage needs to be standardized by the value of property. As a result, we included value of property in the regression. Table 16 obtains the expected result that damages increase with the value of property.

Table 16 shows statistical correlations between flood damages and number of households and population in each Census Block. Not surprisingly, total losses rise as the number of households living in the block rises. Losses also rise as the number of rental units in the block rise. The table also shows that flood damages differ by ethnic composition of the block, with minorities, especially African American minorities, suffering the largest losses. Losses are greatest in blocks where relatively low income or upper income households live.

**TABLE 16: Generalized Least Squares Regression with Fixed and Random Effects Estimating What Community Characteristics Influence Flood Losses in the SFHA During a 100-Year Flood**

Variable	Estimate	Standard Error	t Value
Households	29.33	7.57	3.88*
Population	-6.41	1.84	-3.49*
African American	42.10	3.89	10.81*
Hispanic	3.54	2.34	1.51
Income < \$10K	-136.03	20.06	-6.78*
Income \$10to20K	44.57	16.67	2.67*
Income \$20to30K	57.22	20.33	2.81*
Income \$30to40K	-98.25	23.46	-4.19*
Income \$40to50K	-72.01	27.52	-2.62*
Income \$50to60K	-42.79	29.91	-1.43
Income \$60to75K	43.89	27.78	1.58
Income \$75to100K	198.10	26.92	7.36*
Income > \$100K	36.24	13.13	2.76*
Average Housing Value	9.98E-07	2.46E-07	4.05*
Rental Units	43.08	21.21	2.03*
Mean Income	-1.1E-06	8.05E-07	-1.41
F-value for Existence of Random Effects	10.14*		

NOTE: The asterisk indicates statistical significance at the 95% confidence level. The random effects test only includes random effects for two communities.

### 6.3.1. Flood Loss and Census Block Characteristics

Results in Table 16 show that the rise in flood damages with number of residences (households) in the Census Block is statistically significant at the 95 percent significance level. Therefore, urbanization increases damage per residence after factoring out differences due to the price of the property. The reason for this difference is unclear.

Freeman (2002) shows general physical deficiencies in residences are larger for renters than homeowners. As a result, health risks from residential hazards are higher for renters and low income groups. Estimation results in Table 16 show that Census Blocks with more renters also have larger flood losses. The association of renter units with higher flood losses may indicate that renter residences were built pre-FIRM and may not have been built above the BFE. It also may relate to losses in beachfront investment property. This result is troubling since renters are not subject to the mandatory purchase provision of flood insurance, which requires that property owners carry flood insurance to qualify for a mortgage loan in SFHAs that can be sold into the

secondary mortgage market. Insurance mandates thus miss the household contents of more vulnerable populations (renters).

### **6.3.2. Flood Loss across Income Groups**

The distribution of population by flood hazard levels at the Census Block level provides a measure of NFIP adequacy to serve low income inhabitants. Results in Table 16 account for property values and other factors and thus evaluate the impact of poverty (household income of less than \$20,000) on flood hazards. Households in extreme poverty (household income less than \$10,000) have lower flood damages than any other income group. Yet, the majority of the population in poverty (household income between \$10,000 and \$20,000) suffer greater flood damage impact than middle class households with incomes between \$30,000 and \$75,000. Low income households above the poverty rate (income between \$20,000 and \$30,000) also have larger flood losses than the middle income families (income between \$30,000 and \$75,000). Higher income families with incomes of \$75,000 (or larger) also face larger flood hazards than middle income families.

The analysis reveals two interesting patterns. First, higher income households who we suspect often live in high risk areas because they want water views or access to beaches and can afford flood insurance, face larger flood hazards. Second, low income households live in higher risk areas than middle income households, presumably in order to find affordable housing, especially housing near low-paying service job opportunities in water recreation areas.

Therefore, the poor and rich are more exposed to flood hazards than middle income households. This is a public policy issue because the poor are less likely to recover from economic losses. These shortcomings are accentuated by the fact that the poor generally lack flood insurance, and flood disaster relief is generally confined to \$25,000. Moreover, the SBA rejected 70% - 85% of disaster relief loan applications in both the Great Mississippi flood and Hurricane Katrina, claiming applicant assets and income were too low to provide reasonable assurance of repayment (*Sharing the Challenge* 1994).

### **6.3.3. Race and Flood Hazards**

Perhaps one of the most controversial issues is whether certain ethnic groups are exposed to larger hazards. Results in Table 18 show that, in controlling for incomes, African Americans suffer more flood damages on average than other races. This result suggests that African Americans are more exposed to flood hazards.

## **6.4. Analysis and Conclusions**

It has been well documented that low income households confront larger flood-related risks than the average household. Hurricane Katrina highlighted the potentially devastating effects of flooding, ranging from extensive loss of life to total loss of assets. This paper explored the relation of poverty and flood risk in a stratified sample of SFHAs. The analysis included 3,500 Census Blocks and 35,000 people.

Analyzing the block-level data showed that the population with incomes of \$10,000 to \$30,000 are more exposed to flood hazards than those in other income groups (excluding those in the highest income brackets). The population in poverty is disproportionately living in areas of

high flood risk, possibly because of economic opportunities (e.g., jobs at hotels) or because of marginalization into high-risk areas of older flood-prone housing.

Low income households presumably choose to live in hazardous conditions because hazardous housing is more affordable. This is a significant public policy issue because low income homeowners store almost all their wealth in their home investment. If that investment is destroyed, they are unlikely to recover from the economic losses.<sup>27</sup> Moreover, low income homeowners generally cannot afford – and therefore lack – flood insurance. Their flood disaster relief generally is confined to temporary housing assistance plus \$25,000 in grant assistance with assistance payouts typically not exceeding \$4,000 (Bea 1997).

Households that can afford upscale living with water views or water recreation access are also exposed to large flood hazards. The severity of flood damage thus follows a bi-modal distribution with respect to income.

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<sup>27</sup> See <http://www.huduser.org/publications/HOMEOWN/WAccuNHomeOwn.html>

## 7. EVALUATION OF THE CONSEQUENCES OF FLOODS FOR LOCAL ECONOMIES AND GOVERNMENTS

A shortcoming of our financial analysis of floods is that HAZUS does not capture impacts on such financial outcomes as bond ratings and local government finances. The HAZUS analysis also does not capture the effects of floods in relation to the local municipal economy. This section compiles a list of the outcomes/impacts for analysis and the data sources containing the outcome data to determine the financial effects of floods on local government finances, bond ratings, employment and personal transfers. The results underscore the extent of the damages of floods beyond residential flood damages.

This section directly estimates the effect of flood events on local economic activity, personal transfers to individuals, local government finances, and bond ratings. Rather than examining an extraordinary flood disaster such as Hurricane Katrina, which paralyzed the Gulf Coast New Orleans for several months, we examine the impact of all flood events that caused property damages across all 1,200 communities with finance data reported in the *Statistical Abstract of the United States*. This provides a broader picture of the reaction of local economies to flooding.

### 7.1. Flooding and Local Government Finances

Local governments play a crucial role in community development with direct impacts on the health of the national economy (Tiebout, 1956; Guiso et al., 2004; De Mello, 2002). These governments provide education, health and safety to communities across the United States, and they participate in environmental management. Jasanoff and Martello (2004) describe the variety of environmental-governance approaches that balance the local and the global management of resources as well as the frameworks of environmental governance retained by local communities.

Tiebout (1956) originally explored the economic foundations and the uniqueness of the functionality of local governments, and Saunders et al. (1967) first estimated the factors that influence local government finances. By mandate, the aim of local governments is to manage public goods (education, safety, health) to maximize social welfare in the community subject to a budget constraint. Revenues of local governments stem principally from property and sales taxes, while expenses stem from the provision of public service and the payment of debt service. Under intergovernmental programs, local governments also are entitled to receive transfers of funds from the state and the federal government.

Local governments manage permits for construction in cities (Jasanoff and Martello, 2004). Presently, an important related role of local governments is the management of preventive measures against the damages of natural hazards. Hutton and Mileti (1979) described the NFIP as the most extensive federal effort to encourage local jurisdictions to regulate floodplains.

Here, we use an economic model of local governance and estimate a system of equations of local government finances in terms of community characteristics. The analysis probes economic and environmental factors that affect inflow transfers and outlays by local governments. The econometric analysis tests the effect on local government finances of flood hazard levels. We consider the expected annual value of flood losses. The expected value of a



random event is the same whether the actual flood occurs or not. We also consider the estimated loss after an actual flood event of selected sizes.

Results show the relation of flood risk and local government finances as well as the reaction of local governments to actual flood related events. The results yield insights into the actual operation of local governments and the consequences of natural hazards on public finances.

### 7.1.1. Local Public Finance Model

The mandate of local governments is to provide and manage certain public goods that contribute to maximizing public welfare in the community. The aim of local governments is to provide public services and goods, which economic models commonly notate as  $P$ , that maximize community welfare subject to the budget constraint. To supply  $P$ , the government must incur operational expenses, which are paid primarily from own revenues,  $R$ , collected at the local government level (e.g., local taxes).<sup>28</sup> This source of revenues is supplemented by transfers,  $T$ , that local governments receive from the federal and state governments. If local taxes and inter-governmental revenues do not cover expenses, local governments may need to increase their outstanding debt,  $D$ . Local government finances may depend on both structural characteristics (e.g., per capita income) and unexpected events (e.g., floods).

The level of public service,  $P$ , is directly related to local government expenditures,  $E$ . The provision of public services defined in terms of public welfare to the community is:

$$W = W[(P(E), R)|\psi] \quad (1)$$

where public welfare,  $W$ , increases with the provision of  $P$  and decreases with the local government collection of funds from the municipality,  $R$  (e.g., taxation). Moreover, the welfare function depends on local characteristics of the community,  $\psi$ .

Local government's mandate to maximize the welfare of the community in Equation (1) is constrained by the budget of the municipality. This budget depends on the operational expenses paid through local taxes, municipal debt, and inflow transfers. Inflow transfers to local governments stem from intergovernmental revenues that consist of transfers from the state and federal governments. Ultimately, local governments control transfers because they must apply for these funds,<sup>29</sup> but qualifications for these applications depend on structural characteristics (e.g., per capita income), and matching a fraction of the cost.

In the welfare optimization, the local government control variables ( $E$ ,  $R$ ,  $D$ , and  $T$ ) are a function of the exogenous variables (characteristics of the municipality  $\psi$ ) in the model (see Mas-Collel et al., 1996).<sup>30</sup> Therefore, the system of equations that embeds the budget of local government finances is:

<sup>28</sup> These revenues exclude inflow transfers from the state and the Federal governments.

<sup>29</sup> Jack (2005) also shows that in order to accrue transfers, local government may signal their status by measuring spending.

<sup>30</sup> From optimization theory, control variables in the optimization are only a function of the exogenous variables in the optimization.

$$\mathbf{GV} = \mathbf{GV}(\boldsymbol{\psi}) \quad (2)$$

where

$$\mathbf{GV}(\boldsymbol{\psi}) = \{R(\boldsymbol{\psi}), E(\boldsymbol{\psi}), D(\boldsymbol{\psi}), T(\boldsymbol{\psi})\}$$

The type of inflow transfers for which local governments may qualify in Equation (2) depends partly on whether the source is the federal or state government. Federal inflow transfers mainly stem from the Community Development Block Grant (CDBG) program that provides annual grants to cities and urban counties through what is referred to as its entitlement component. The program also allocates funds, by formula, to states, which distribute the funds among smaller and more rural communities, called non-entitlement areas, typically through a competitive process. In general, CDBG funds must be used to aid low- and moderate-income households, eliminate slums and blight, or meet emergency needs. Furthermore, the main source of transfers from the state to local governments stems from public welfare policies that respond to the needs of the community. State and Federal transfers to local governments, as a result, depend on the community characteristics:

$$\mathbf{T} = \{T_s(\boldsymbol{\psi}), T_f(\boldsymbol{\psi})\} \quad (3)$$

where  $T_s$  and  $T_f$  are inflow transfers from the state and Federal governments, respectively.

The budget of local governments is thus represented in Equations (2) and (3), and the system of equations captures the reaction functions by local governments in the provision of public services. Characteristics of the community in the public finance model include per capita income  $Y_j$ , urbanization  $U_j$ , poverty rate  $V_j$ , typology of the local economy in terms whether the main sector is manufacturing  $M_j$  or services  $S_j$ , population  $Pop_j$ , percentage community growth  $G_j$ , and location  $L_j$ .

In addition to the economic conditions of the communities, natural hazards are sources of disruption to local government finances. For example, local government finances in Equation 2 may be affected by flood risk  $\pi_j$  and by actual flood events  $F_j$ . Finances of local governments are likely stressed after an emergency or natural disaster declaration in the municipality, floods are the most frequent and expensive natural disaster in the United States.<sup>31</sup>

### 7.1.2. Data and Estimation

The analysis of local government finances uses survey data available from the *Statistical Abstract of the United States 2002*. This statistical abstract reports local government expenses, transfer payments from the state and federal governments to local governments, local government debt, and general revenues for approximately 1,200 communities in 1997 and 1999. These financial data were merged with county economic indicators available from the *Bureau of Economic Analysis*. Information on economic typology (main sector in the economy) at each municipality was extracted from the *U.S. Census*. From this source, we also obtained a *U.S.*

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<sup>31</sup> Ninety percent of all natural disasters in the United States involve flooding (*Insurance Information Institute, March 2005*).

Census urbanization indicator by municipality. Small values of the urbanization index indicate large metropolitan areas, whereas high numbers code rural areas (low urbanization).<sup>32</sup>

**TABLE 17: Variable Definitions and Mean Values Averaged Across Observations for 1997 and 1999**

Variable	Definition	Mean
$E_j$ – Spending (millions dollars)	Total government spending this year	\$1051
$R_j$ – Local Revenue (millions dollars)	Local government revenue this year from all sources	\$690
$T_{sj}$ – State Transfers (millions dollars)	Local government revenue this year from state government	\$265.9
$T_{fj}$ – Federal Transfers (millions dollars)	Local government revenue this year from the Federal government	\$20.2
$D_j$ – Debt (millions dollars)	Local government debt at the end of this year	\$1043
$L_{j1}$ – Latitude	Latitude of the locality	38.41
$L_{j2}$ – Longitude	Longitude of the locality	90.36
$Y_j$ – Per Capita Income (dollars)	Mean per capita income in the locality this year	\$22,628
$Pop_j$ – Population	Population of the locality this year	116,569
$G_j$ – Income Growth	Change in per capita income from two years earlier	0.32
$\pi_j$ – Flood Risk	Average NFIP premium in the community, net of subsidies	435
$F_j$ – Flooded This Year	0-1 variable, set to 1 if the locality experienced a flood this year according to National Weather Service data	0.18
$F_{j-1}$ – Flooded Last Year	0-1 variable, set to 1 if the locality experienced a flood last year	0.24
$M_j$ – Manufacturing = Main Economic Sector	0-1 variable, set to 1 if manufacturing is the main economic sector in the locality	0.35
$S_j$ – Services = Main Economic Sector	0-1 variable, set to 1 if services is the main economic sector in the locality	0.16
$H_j$ – Farming = Main Economic Sector	0-1 variable, set to 1 if farming is the main economic sector in the locality	0.03
$U_j$ – Urbanization	Census Bureau urbanization index (the lower the value, the greater the urbanization)	3.76
$V_j$ – Poverty Rate	Percent of the local population living in poverty this year	12.76
$E_j$ – Fraction with College Education	Percent of adult residents who completed college	0.32
$ER_j$ – Earnings per worker	Mean earnings per worker this year	\$24,796

NOTE:  $F_j$  and  $F_{j-1}$  capture indicator variables for floods that caused damages to residences in the current year and the previous year.

Indicators of flood hazards for each municipality were extracted from *National Weather Service* (NWS) and *National Flood Insurance Program* (NFIP) data. The NWS annually reports communities suffering economic losses from floods and storms. Floods that affected residences

<sup>32</sup> The urbanization indicator ranks municipalities with respect to urbanization in categories. The first category, for example, includes municipalities located in metropolitan areas with populations of 1 million or more; a mid-range urban area in the ranking has an urban population of 20,000 or more, but not adjacent to a metropolitan area; and the category for least urbanization is a completely rural or less than 2,500 urban population, not adjacent to a metropolitan area.

in the community were identified and coded as an indicator variable (a variable that takes on a value of zero or one). Only qualitative information indicating that flood damages occurred could be coded because reported damages are aggregated across all municipalities with damages in a flood event. (i.e., NWS estimates of flood damages are not broken down by community). Data on the average flood risk of each community was extracted from the NFIP average premium in each community. Table 17 presents the mean values of the available data for the 1,200 reported communities.

From the available data and the economic model in Equation (2), a statistical model of local public finances can be estimated. Specifically, the classical panel regression model for the economic model in Equation (2) is:

$$\mathbf{GV}_{jt} = \mathbf{A} + \mathbf{B}\boldsymbol{\psi}_{jt} + \tau_t + \xi_{jt} \quad (4)$$

where the variable  $\tau$  is a fixed effect for the time period  $t$ ; the vector of explanatory variables is

$$\boldsymbol{\psi}_j = [Y_j \text{ Pop}_j \ G_j \ L_j \ \pi_j \ F_j \ F_{j,t-1} \ U_j \ V_j \ M_j \ S_j]'$$

and the correlation of the econometric residual between equations  $k$  and  $i$  of the local government financial system of equations is:

$$\text{Cov}(\xi_{jk}, \xi_{ji}) = \sigma_{ki}$$

The system of equations in the statistical model thus allows for correlation across the components of local government finances (see Greene, 2003).<sup>33</sup>

Summary statistics of the variables used in estimation are reported in Table 17. Table 18 reports the Generalized Least Squares (GLS) coefficient estimates of the system of equations describing local government finances. Coefficient estimates that can be defined in terms of elasticities are presented in Table 19.<sup>34</sup> Analysis of responsiveness of local government finances to community characteristics will refer to the elasticity estimates in Table 19, while analysis of statistical significance will refer to  $t$ -values reported in Table 18.

The econometric analysis tests the effect on local government finances of flood hazard levels. After factoring out the effect of actual flood events in the previous two years, the analysis shows whether local governments in areas with larger expected flood hazards (flood risk) operate differently. We also estimated the reaction of local governments to flood occurrences. Actual flood events show the aftermath of a natural disaster on local government spending, revenues,

<sup>33</sup> With the available data, a generalized least squares (GLS) estimator of (4) is a consistent and asymptotically efficient estimator. The estimator uses fixed effects (indicator variables) to account for heterogeneity for the two years of the sample, and the estimator filters out the serial correlation across equations, i.e.,  $\sigma_{ki} = E(\xi_{jk}\xi_{ji})$ . Consequently, coefficient estimates are found by applying the GLS estimator, i.e., Zellner's estimator (see Greene, 2003), for cross-equation residual correlation.

<sup>34</sup> An elasticity is a unit free measure of response. For example, the elasticity of variable  $y$  with respect to variable  $x$  refers to the percentage change in variable  $y$  caused by a one percent change of variable  $x$ .

and debt levels. The results yield insights into the actual operation of local governments and the consequences of natural hazards on public finances. (Sensitivity analysis showed that the results are unaffected by addition of variables that account for regional variation.)

**TABLE 18: Estimates of the System of Equations Describing Local Government Finances**

Equation/Variables	Expenditures (t-value)	Local Revenues (t-value)	Federal Transfers (t-value)	State Transfers (t-value)	Debt (t-value)
$L_{j1}$ – Latitude	-15.37* (-3.36)	-17.74* (-5.72)	-0.35 (-1.45)	3.51 (1.69)	-47.74* (-9.06)
$L_{j2}$ – Longitude	-5.82* (-3.77)	-5.57* (-5.33)	-0.85* (-10.64)	-0.61 (-0.87)	-6.69* (-3.77)
$Y_j$ – Per Capita Income	0.04* (7.07)	0.02* (6.35)	0.001* (2.08)	0.01* (5.02)	0.004 (0.72)
$G_j$ – Income Growth	-707.8* (-4.05)	-370.72* (-3.13)	-28.37* (-3.12)	-245.68* (-3.10)	-478.70* (-2.38)
$\pi_j$ – Flood Risk	-0.08 (-0.75)	-0.13* (-2.14)	-0.005 (-0.84)	0.070 (1.47)	-0.179* (-2.48)
$F_j$ – Flooded This Year	-130.39* (-2.79)	-27.61 (-0.87)	-5.94* (-2.44)	-90.73* (-4.27)	141.69* (2.63)
$F_{j-1}$ – Flooded Last Year	-27.25 (-0.64)	-5.86 (-0.20)	6.28* (2.23)	-29.31 <sup>x</sup> (-1.52)	128.47* (2.62)
$M_j$ – Manufacturing = Main Economic Sector	-11.39 (-0.28)	-70.36* (-2.52)	5.59* (2.60)	48.06* (2.57)	-122.31* (-2.58)
$U_j$ – Urbanization	-16.64 (-1.60)	-7.59 (-1.07)	-0.12 (-0.21)	-13.65* (-2.89)	-0.36 (-0.03)
$V_j$ – Poverty Rate	3.92 (0.85)	-2.75 (-0.88)	0.16 (0.68)	7.41* (3.53)	-14.19* (-2.66)
$S_j$ – Services = Main Economic Sector	124.65* (2.25)	105.84* (2.82)	4.29 <sup>x</sup> (1.49)	-4.75 (-0.19)	263.68* (4.13)
$Pop_j$ – Population	0.005* (33.89)	0.003* (31.50)	0.0002* (19.03)	0.001* (21.38)	0.004* (23.26)

Note:  $F_j$  and  $F_{j-1}$  capture indicator variables for floods that caused damages to residences in the current year and the previous year. Indicator variables introduce statistically significant fixed effects for each of the two years in the sample. See Table 17 for variable definitions.

\* = significant at the 95% confidence level

<sup>x</sup> = significant at the 85% confidence level



**TABLE 19: Elasticity Estimates of Selected Variables of the System of Equations Describing Local Government Finances**

Equation/Variables	Expenditures	Local Revenues	Federal Transfers	State Transfers	Debt
$Y_j$ – Per Capita Income	0.82*	0.76	0.64*	1.05*	0.1
$G_j$ – Income Growth	-0.22*	-0.17*	-0.44*	-0.3*	-0.15*
$\pi_j$ – Flood Risk	-0.03	-0.08*	-0.1	0.11	-0.07*
$V_j$ – Poverty Rate	0.05	-0.05	0.1	0.36*	-0.17*
$Pop_j$ – Population	0.58*	0.56*	0.86*	0.66*	0.46*

NOTE: Asterisks indicate statistical significance at the 95 percent confidence level.

### 7.1.3. Impact Analysis

#### *The Impact of Flood Risk on Government Finances*

Table 18 shows that flood hazards are significantly and negatively correlated with debt outstanding in the community. Controlling for other factors (e.g., actual flood occurrences in the last two years, income, population), local governments in municipalities with larger flood hazards have less debt. Local governments confronting larger uncertainties from natural hazards also maintain lower debt obligations. Table 19 shows that a 1 percent increase in the flood risk is associated with a 0.07 percent lower debt level. A municipality with twice the risk of flooding is predicted to hold 7 percent less debt.

Flood hazards are also associated with significantly lower local revenues. We suspect that flood hazards induce a price discount in property values, which decreases property taxes, the main source of revenues to local governments. In contrast, flood risk and local government spending levels are not significantly associated at the 95 percent confidence level. The probability associated with flood hazards in a county furthermore has little statistical relationship with inter-governmental revenues.<sup>35</sup> The local government's reaction to flood risk is likely to differ from their response to actual flooding. By definition, mitigation represents preparedness to face risk, and flood events force clean-up and prompt additional protective action.

#### *The Impact of Floods on Government Finances*

Local government finances are likely to be strained after a flood. The expenditure estimates in Table 18 show that local government expenses are temporarily depressed after flood events (the coefficient for flooded this year in the expenditure equation is negative and statistically significant at the 95 percent confidence level). Floods also alter revenue flows from intergovernmental sources. The econometric model indicates that revenues from both federal and state programs are depressed in the year a flood occurs. Federal transfers decline by 29 percent and state transfers by 34 percent, resulting in a \$97 million revenue decline. This may happen because service delivery that generates state revenues is disrupted after the flood or because local government involvement in post-flood activities during the year a flood occurs consumes resources normally used for writing grant applications. Conversely, the year after a flood, federal transfers rise significantly, with the local government recouping the \$6 million in federal transfer

<sup>35</sup> Intergovernmental revenues differ from local government own source of revenues (e.g. local taxes).

payments that it lost the previous year (from the coefficient of flooded last year in the federal transfer equation). State revenues only partially recover in the year following the flood, however, remaining almost \$30 million (11 percent) below pre-flood levels, but this difference only is significant at the 85% confidence level.

In the event of a disaster, local governments may be entitled to subsidized loans from the federal government to pay for local infrastructure repair (The Robert T. Stafford *Disaster Relief and Emergency Assistance Act*, Public Law 93-288). From Table 20, the coefficient of the debt equation on the variable “flooded this year” ( $F_t$ ) is positive. Hence, flood events cause affected municipalities to incur more debt. Therefore, while the community at high flood risk but no recent floods holds lower debt, an actual flood is associated with an increase in debt. Flooding, as a result, forces local governments to increase their outstanding debt to fund recovery and maintain public services. This underscores the tendency of local governments to defer payments on recovery costs, covering them with years of future local taxes. From Table 20, federal transfers to local governments increase in the period after the flood, but the rise is small relative to the additional debt local governments have to incur.

Therefore, while the community subject to flood hazards holds lower debt, the actual event of a flood increases the debt holdings. The sensitivity of debt to actual flood events, moreover, illustrates that a possible consequence of flood events is lower ratings for bonds issued by the municipality, which could have long term implications for the costs of credit.

#### **7.1.4. Conclusion**

We use an econometric model of local government finances to estimate local government response to economic conditions and natural hazards. From the economic model of local government finances, we estimated a system of equations of government finances. The empirical analysis derives the impact of flood risk and the impact of actual flood events.

The empirical analysis shows that floods disrupt local government spending and sources of intergovernmental revenues and cause affected municipalities to incur more debt. The level of expenditures recovers the year after the flood, but debt levels continue to increase a year after the flood. Federal transfers to local governments increase in the period after the flood, but the rise is small relative to the additional debt local governments have to incur. A consequence of flooding, therefore, is that local governments increase their outstanding debt to fund recovery and maintain public services in their communities. The increase in debt is five times larger than receipts from federal relief aid after a flood. Interestingly, flood risk and floods are associated with opposite effects on the local government debt position. Municipalities with larger risk maintain smaller debt, which might be explained in part by the larger financial risk associated with natural hazards.

## **7.2. The Effect of Flood Events on Municipal Bond Ratings**

The HAZUS simulation analysis in Sections 4 to 6 illuminates issues concerning the costs and consequences of flooding. Those sections use a simulation model to determine the impact of the NFIP and the different levels of insurance penetration on the costs of flooding and on their distribution among payers. The analysis in these sections, however, ignores the impact of flooding on local economies and local governments. Section 8.1 models local governance and

estimates a system of equations of local government finances in terms of community characteristics. Those results find that local government finances are stressed after a flood. Financial stress caused by flood events increases local government expenses and increases debt. Section 8.2 captures the effects of floods on the cost of credit.

### 7.2.1. Municipal Bond Ratings

To borrow resources needed for capital investment, communities often issue bonds to the public. The yield of the bond depends on the current prime rate and on the risk of default of the debt. Standard & Poor's Ratings Service, for example, extracts information on risk for investors in municipal bonds. A Standard and Poor's rating is an opinion on the creditworthiness of the municipality. The rating is not a recommendation to purchase or sell, but rather a recommendation on credit suitability to the investor. The main component of the rating is the municipality capacity to pay its obligations. An obligation rated "AAA" has the highest rating assigned in Standard and Poor's. A rating of "AA" only differs from "AAA" to a small degree with the municipality's capacity to pay the bond still very high. Nevertheless, the community will pay a higher interest rate when it issues bonds. An obligation of "A" is more susceptible to changes of circumstances and economic conditions, and a rating of "BBB" is even more susceptible to changes of those conditions. Bond ratings lower than "BBB" are considered as speculative investment, junk bonds.

Bond ratings are likely to be explained by structural characteristics of the community (e.g., *per capita* income), as well as regional events that impose financial stress on local governments. Finances of local governments are likely to be stressed after an emergency or natural disaster declaration within the municipality; floods are the most frequent and expensive natural disaster in the United States.<sup>36</sup> The financial impact of floods on municipalities may extend beyond direct damages if flood losses induce an increase in the cost of credit to local governments. The cost of credit may have long-term consequences in the afflicted municipalities. This section examines whether bond ratings are lower in municipalities that experienced flood damages.

To measure the determinants of bond ratings, we specify an ordered discrete choice model with the Standard and Poor's rating of the municipality as the dependent variable. This rating depends on the economic and financial circumstances of the municipality. The risk on debt acquired by a local government is related to its outstanding debt  $D$ ; the annual revenues the local government collects from local taxes  $R$ ; and transfers from the center to the local government  $T$ .<sup>37</sup> We hypothesize that the solvency of local governments also depends on municipal *per capita* income  $Y$ , urbanization  $U$ , poverty rate  $V$ , economic growth  $G$ , and population  $P$ . In addition to structural characteristics (e.g., *per capita* income), bond ratings may be affected by unexpected events (e.g., floods  $F$ ).

The composition of the local economy (e.g., farming, manufacturing, service sectors) also contributes to the risks related to earnings in the community, which introduces uncertainty to local government revenues. We code municipalities on whether the main sector of the local economy is farming  $H$ , manufacturing  $M$ , or service  $S$ . Geographical coordinates (Latitude  $L_{1j}$  and longitude  $L_{2j}$ ) capture intrinsic heterogeneity in explaining ratings. To estimate the effects of

<sup>36</sup> Ninety percent of all natural disasters in the United States involve flooding, according to the National Flood Insurance Program (*Insurance Information Institute, March 2005*).

<sup>37</sup> These transfers refer to intergovernmental revenues received from the state and Federal government.

floods on bond ratings, we use the maximum likelihood estimator solved using the Gauss-Newton algorithm (see Greene, 2003; Maddala, 1996).

### 7.2.2. Data

To estimate the factors that determine municipal bond ratings, this section uses Standard & Poor's bond ratings of 380 communities that issued debt and that had local government finance data in the *Statistical Abstract of the United States 2002*. The financial data include transfers from state/federal government to local governments, local government debt, and general revenues from local taxes. Economic indicators for each of these communities were extracted from the US Bureau of Regional Analysis (Department of Commerce). These include local per capita income and population, and local economic growth in the last five years. Information on economic typology (code of the municipality with respect to its main economic sector) at each municipality was extracted from the U.S. Census. From this source, we also obtain a U.S. Census urbanization indicator by municipality. Small values of the urbanization index indicate large metropolitan areas, whereas high numbers code rural areas (low urbanization).<sup>38</sup>

Indicators of actual flood events for each municipality were extracted from the National Weather Service (NWS) data. The NWS annually reports which communities suffered economic losses from floods. The impact of floods that affected residences in the community is identified and indexed as an indicator variable. We include flood events that caused property damage exceeding \$500,000 and that occur both in the year of and year prior to the issuance of the bond. Only qualitative information indicating that flood damages occurred could be coded because reported damages are aggregated across municipalities with damages in a flood event.

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<sup>38</sup> The urbanization indicator ranks municipalities with respect to urbanization in categories. The first category, for example, includes municipalities in metro areas of 1 million population or more; a mid-range urban area in the ranking has an urban population of 20,000 or more, but not adjacent to a metro area; and the category for least urbanization is a completely rural or less than 2,500 urban population, not adjacent to a metro area.

**TABLE 20: Maximum Likelihood Estimates of the Ordered Logistic Regression Showing the Relationship of Bond Ratings to Recent Flooding, Community Characteristics, and Community Finances**

Equation/Variables	ML Estimator	
	Coefficient Estimate	t-value
Constant	5.860**	2.31
$Y_j$ – Per Capita Income	0.068*	1.67
$D_j$ – Debt	-0.004	-1.57
$R_j$ – Total Revenue	0.013**	3.39
$T_j$ – Federal + State Transfer Payments	-0.013**	-2.84
$P_j$ – Population	0.009**	4.20
$G_j$ – Income Growth	-0.553	-0.19
$U_j$ – Urbanization	-0.246*	-1.90
$M_j$ – Manufacturing = Main Economic Sector	-0.220	-0.64
$S_j$ – Services = Main Economic Sector	3.562**	2.46
$H_j$ – Farming = Main Economic Sector	-1.135*	-1.72
$V_j$ – % in Poverty	-0.199**	-3.72
$L_{1j}$ – Latitude	-0.141**	-3.40
$L_{2j}$ – Longitude	-0.008	-0.69
$F_j$ – Flooded in Past Two Years	-0.740*	-1.92

NOTE: The asterisk indicates statistical significance at the 90 percent confidence level, and double asterisk indicate significant at the 95 percent confidence level. See Table 17 for variable definitions.

### 7.2.3. Statistical Results

A natural hazard may increase vulnerability of finances of local governments. Point estimates (numerical value) in Table 20 show that communities that experienced flood events have lower bond ratings, and the qualitative result is statistically significant at the 90 percent confidence level. Two possible explanations are (1) that regions more prone to flood events are correlated with other community characteristics that contribute to lower ratings and (2) flooding decreases ratings. By factoring in community characteristics that might affect ratings in the ordered logit model, the probability of the first explanation appears limited. For that reason, we conclude that financial distress from flooding appears to reduce bond ratings of local governments, which increases the cost and reduces availability of credit to local governments.

The financial effect of floods on municipalities thus may extend beyond direct damages to an increased cost of credit. The cost of credit may have long-term consequences in the afflicted municipalities. For example, flood events may deter municipal investment in new projects that may have long-term implications in the growth and health of communities.



The next section shows the impact of flooding on local employment and personal transfers to individuals.

### 7.3. The Impact of Flood Hazards on Local Employment and Personal Transfers to Individuals

Industry productivity and employment may be affected by natural hazards. The severity and nature of the impact of a disaster depend on a range of factors. These include the type of hazard, the size of the economy, and the sectors affected by the disaster. For example, droughts do not damage buildings or physical structures, but sudden-onset disasters such as floods or earthquakes have a direct impact on infrastructure and productive facilities and resources. This section directly estimates the effect of flood events on local economic activity and personal transfers to individuals.<sup>39</sup>

#### 7.3.1. Effect of Floods on Local Employment

To formulate an econometric specification of municipal employment, we model employment  $E_j$  in region  $j$  in terms of regional comparative advantages  $C_j$ , the economic and financial characteristics of the municipality  $X_j$ , and local earnings per worker  $ER_j$ . Employment may also depend on disruptions to the local economy from floods  $F$ .

Mathematically, the statistical model of employment at municipality  $j$  is:

$$\ln E_j = a + d \ln ER_j + C_j \beta_1 + X_j \beta_2 + F_j \beta_3 + \xi_j$$

where employment  $E_j$  at region  $j$  depends on  $C_j$  and  $X_j$ , as well as local earnings per worker  $ER_j$ . The vector  $X_j$  comprises population  $P_j$  and the level of urbanization in the county  $U_j$ . This vector also includes municipal taxes  $T_j$ , debt  $D_j$ , and local population with a college education,  $CE_j$ . The vector  $C_j$  comprises codes of the county with respect to the main economic sector. We code whether the main sector is farming  $H_j$ , manufacturing  $M_j$ , or service  $S_j$ , respectively. The vector  $C_j$  also comprises geographical features captured by the county's geographical latitude  $L_{1j}$  and longitude  $L_{2j}$ . The vector  $F_j$  contains codes of floods that cause residential damage during the year of the flood,  $F_j$ , or the previous year,  $F_{j-1}$ . The econometric residual,  $\xi_j$ , captures other factors not captured in the model.

In addition to the characteristics of the county, as explanators of employment, we include community distance and earnings per worker relative to others,  $ER_{-j}$  (see Sarmiento and Wilson, 2005):

$$\ln E_j = a + d \ln ER_j + C_j \beta_1 + X_j \beta_2 + F_j \beta_3 + \rho \ln ER_{-j} + \xi_j \quad (5)$$

Estimation of Equation (5) yields insights into the actual operation of local economies and the consequences of natural hazards on local employment. All non-qualitative variables in Equation (6) are defined in logarithms.

<sup>39</sup> These personal transfers are different from the impact of flood hazards on transfers to local governments discussed in Section 8.1.

### **Estimation and Results**

To include heterogeneity in equation 5, the non-linear least squares estimator of equation 5 incorporates both fixed and random effects with respect to each county's Bureau of Economic Analysis (BEA) region. Table 21 gives the regression results, showing the effects of regional variables on total employment.

Controlling for other factors, Table 21 shows that floods reduce employment (significant at the 95 percent confidence level). For example, under the average unemployment rate of 5 percent, a flood event that damages property would increase local unemployment to 8.2 percent. The employment decrease for the average flood is 3.4 percent.

Analysis of lagged effects shows that the effect of floods on employment does not persist beyond one year. Losses of economic activity are concentrated in the year of the flood; on average, the level of employment recovers one year after the flood. Employment losses caused by the flood in the year of the flood, however, constitute a permanent loss in expected accumulated wealth levels at both the individual and community level. This loss of wealth potentially has a substantial effect on community welfare.

This section pinpointed the effects of flood events on local economic activity. It showed statistically that floods disrupt employment in municipalities affected by floods. Employment levels, however, recover after one year. Unemployment benefits presumably will increase as employment falls. Next we analyze how floods affect personal transfer payments

**TABLE 21: Regression Showing the Relationship of Local Employment Levels to Flood Events and Community Characteristics**

Variable	Coefficient Estimates	t-value
Constant	-1.995	-10.723
Lat – Latitude	0.003	0.640
Long – Longitude	0.002	1.309
Latitude x Longitude	0.000	0.031
Time Fixed Effects	0.041	7.303
R <sub>j</sub> – Local Revenue	-0.001	-0.205
D <sub>j</sub> – Debt	-0.004	-3.292
P <sub>j</sub> – Population	0.901	67.959
E <sub>j</sub> – % with College Education	0.070	6.160
U <sub>j</sub> – Urbanization Index	-0.032	-10.255
F <sub>j</sub> – Farming = Main Economic Sector	0.007	0.365
M <sub>j</sub> – Manufacturing = Main Economic Sector	-0.008	-1.170
S <sub>j</sub> – Services = Main Economic Sector	0.050	5.834
F <sub>j</sub> – Flooded This Year	-0.034	-3.595
F <sub>j-1</sub> – Flooded Last Year	-0.001	-0.210
ER <sub>j</sub> – Earnings per worker	0.616	72.294
ER <sub>-j</sub> – Earnings in Nearby Localities	-0.002	-3.350

NOTE: None of the coefficient estimates that would capture differences in per capita spending between Bureau of Economic Analysis (BEA) regions are statistically significant. See Table 17 for variable definitions.

### 7.3.2. Effect of Floods on Personal Transfers

Personal transfers to individuals include federal assistance relief, insurance benefits, and federal aid for the poor and disadvantaged (e.g., unemployment benefits and Medicaid). Moreover, by law, flood events trigger increases in personal transfers (that compensate economic disruption from floods) through federal relief aid. Under the Stafford Act, a disaster declaration triggers federal aid to victims in the form of loans, grants, and tax breaks. Individuals may qualify for Small Business Administration (SBA) loans (i.e., federally subsidized loans) to repair and replace homes and property that sustain damages not covered by insurance. In case the individual fails to qualify for a SBA loan, the individual may alternatively qualify for individual assistance grants under the Individuals and Household Program (IHP). IHP grants provide money and services to cover individuals' losses that the victims are unable to pay through other means (e.g., insurance, loans).

Personal transfers also capture NFIP insurance payments, a main source of relief for flood losses. Flooding may also increase transfers in the form of unemployment benefits and

Medicaid. We evaluate statistically the proportional change in personal transfers from a flood. Mathematically, the statistical model of personal transfers at municipality  $j$  is:

$$\ln PE_j = a_2 + C_j \beta_{12} + F X_j \beta_{22} + e_2 F + d_2 ER_j + \rho_2 ER_{j,p} + \xi_{j2} \quad (6)$$

where the vector  $\mathbf{TX}_j$  include variables of  $\mathbf{X}_j$  in (5), as well as per capita income  $Y_j$  and poverty rates  $PR_j$ . The econometric residual  $\xi_{j2}$  captures other factors not captured in the model. All non-qualitative variables in Equation (6) are defined in logarithms.

Table 22 shows the effects of regional variables on personal transfers to individuals. Flood effects on personal transfers stem from federal insurance payments, federal relief aid, unemployment benefits, Medicaid, and other safety net payments. Table 22 shows that personal transfers increase on average by 3 percent after a flood event. The effect of these transfers, however, lasts only one year. The lagged effect of floods on transfers, while positive, is not statistically significant at the 95 percent confidence level, consistent with the lack of a lingering effect of floods on employment.

### 7.3.3. Conclusion

The previous sections demonstrated the implications of flooding and floodplain management on individuals and public finance. Sections 4 to 7 measured losses by controlling for flood size and insurance penetration. The HAZUS analysis, however, did not provide information on the effect of floods on local government finances, bond ratings, and employment. Section 8.1 showed that floods cause local governments to increase debt, while local government expenses and intergovernmental revenues are disrupted. This section shows impact of floods on employment and personal transfers. Our research in this section pinpointed the effects of flood events on local economic activity and on transfers to individuals.

We show statistically that floods disrupt employment in municipalities affected by floods. Flood events decrease employment on average by 3.4%. Employment levels, however, recover after one year. Unemployment benefits presumably will increase as employment falls, and many floods will bring federal relief. Numerically, the estimated increase in personal transfers is 3%. Disruption of employment implies loss of wealth to affected residences and businesses.

**TABLE 22: Regression Showing the Relationship of Personal Transfers to Flood Events and Community Characteristics**

Variable	Coefficient Estimates	t-value
Constant	3.174	4.230
Lat – Latitude	0.005	0.546
Long – Longitude	0.009	2.708
Lat x Long	0.000	0.097
Time Fixed Effects	-0.064	-5.965
R <sub>j</sub> – Local Revenue	-0.012	-1.542
D <sub>j</sub> – Debt	0.000	-0.226
P <sub>j</sub> – Population	1.108	38.565
Y <sub>j</sub> – Income	-0.219	-3.667
PR <sub>j</sub> – Poverty Rate	0.250	13.263
E <sub>j</sub> – % with a College Education	-0.154	-5.952
U <sub>j</sub> – Urbanization Index	0.005	0.638
F <sub>j</sub> – Farming = Main Economic Sector	-0.016	-0.484
M <sub>j</sub> – Manufacturing = Main Economic Sector	0.010	0.797
S <sub>j</sub> – Services = Main Economic Sector	0.098	6.299
F <sub>j</sub> – Flooded This Year	0.038	3.017
F <sub>j-1</sub> – Flooded Last Year	0.013	1.158
ER <sub>j</sub> – Earnings	0.230	14.443
ER <sub>j,n</sub> – Earnings in Nearby Localities	-0.007	-5.840

NOTE: Coefficient estimate that capture Bureau of Economic Analysis (BEA) region are not statistical significant with the exception of the Far West Regions that receives significantly larger personal transfers. See Table 17 for variable definitions.



## 8. CONCLUSIONS & RECOMMENDATIONS

This study confirms that the insurance and floodplain management elements of the NFIP reduce costs to government and individuals and prevent uncompensated losses. It shows that the NFIP does not provide a strong economic incentive to develop in the floodplain. More importantly, its subsidy for older residences below BFE probably discourages redevelopment of the residences most at risk of flood losses.

The HAZUS simulations show that the NFIP mitigation requirements prevent substantial costs to households and government in the aggregate. The study is limited in that on the one hand it did not evaluate the costs of mitigation in housing construction, but on the other hand it also did not include the considerable social and non-economic costs of floods and disrupted lives, exposed clearly in the wake of the 2005 flood events. Other research confirms the strong value of mitigation projects generally,<sup>40</sup> showing mitigation costs will be less than the flood losses that HAZUS suggests will be averted.

NFIP insurance coverage modestly reduces costs to government and considerably reduces uncompensated flood losses to individuals. These findings emphasize the desirability of high insurance penetration within the SFHA. In addition, the average value of the reduction in uncompensated losses associated with insurance coverage adds so little to property values that it seems implausible that the NFIP creates considerable development pressure. The subsidy of pre-FIRM properties through discounted insurance premiums, however, is likely to have slowed rebuilding of this housing stock above BFE. Rebuilding would yield significant mitigation cost savings from the government's perspective.

Flooding affects communities more broadly than HAZUS is able to measure. Flood impacts not captured in HAZUS include that bond ratings fall, raising the cost of municipal borrowing, employment declines for one year, municipal spending declines, and municipal debt rises. Further, our study and HAZUS both "ignore impacts on people including lives lost and people displaced, family trauma and social disruption, loss of items like family photos that cannot be replaced, business interruptions, disruption of government services, tourism reductions, and shortages of critical human services. Indirect environmental costs also can arise, e.g., the costs if a sewer line breaks polluting a bay, or the loss of an erosion-buffering beach or wetland that may alter the future vulnerability of the community." (David et al. 1999). Thus HAZUS analyzes only the most readily measurable subset of the total costs of flooding.

The costliest part of this study was design and model building. Follow-up research building on the existing design would be relatively inexpensive and should be undertaken. When the 2010 Census is released, its structure inventory should be loaded into HAZUS, along with other updates, and our analysis should be updated. The update should reassess the annual cost savings resulting from flood insurance and related mitigation efforts, savings to government, and the impact on development costs in the SFHA.

We also recommend experimenting with a further set of HAZUS estimates that it may be appropriate to run annually in order to better document and publicize the savings to society and to government that result from NFIP-induced mitigation and from flood insurance sales. These

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<sup>40</sup> Research indicates that the benefits return on investment in such flood mitigation projects is four dollars for every dollar spent (Multihazard Mitigation Council, 2005, p. 149)

estimates would cover all floods that were declared as disasters, plus any other floods above a selected size or damage threshold that were not confined to sparsely populated areas.<sup>41</sup>

It also would be desirable to look more deeply at a sample of flooded communities in order to explore the nature of the employment and government expenditure shifts that occur. Average shift size and duration tell only part of the story. Case studies probing the full range of flood-related costs and consequences for floods of different frequencies also would be informative.

---

<sup>41</sup> An initial simulation would produce a damage estimate that should resemble actual damages, allowing verification that the model reproduced reality reasonably well. Estimate quality probably will be better across the portfolio of the year's floods than it is for any individual flood. Additional simulations should be run to estimate what damages and government costs would have been if no NFIP-induced mitigation had occurred and at if flood insurance penetration had differed from actuality.

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**TABLE A-1: Ordinary Least Squares Regression Estimating What Community Characteristics Influence Flood Losses in the SFHA During a 100-Year Flood**

Variable	Estimate	Standard Error	t Value
Intercept	512.90	264.69	1.94
Households	10.73	9.62	1.12
Population	-4.30	2.29	-1.87
African American	35.90	3.90	9.2*
Hispanic	3.65	2.57	1.42
Income < \$10K	-187.44	25.26	-7.42*
Income \$10-20K	87.80	21.25	4.13*
Income \$20-30K	121.82	25.80	4.72*
Income \$30-40K	-158.24	28.28	-5.6*
Income \$40-50K	-4.85	30.96	-0.16
Income \$50-60K	-89.17	36.00	-2.48*
Income \$60-75K	53.05	34.64	1.53
Income \$75-100K	132.36	32.45	4.08*
Income > \$100K	111.16	16.39	6.78*
Average House Value	-0.0042	0.0007	-5.79*
Rental Units	109.32	22.67	4.82*
Mean Income	0.012	0.005	2.52*

NOTE: The asterisk indicates statistical significance at the 95% confidence level.

**TABLE A-2: Ordinary Least Squares Regression with Fixed Effects Estimating What Community Characteristics Influence Flood Losses in the SFHA During a 100-Year Flood**

Variable	Estimate	Error Standard	t Value
Households	4.21	9.37	0.45
Population	-5.20	2.30	-2.27*
African American	34.45	4.08	8.43*
Hispanic	4.38	2.69	1.63
Income < \$10K	-169.48	25.00	-6.78*
Income \$10-20K	93.21	20.78	4.49*
Income \$20-30K	117.75	25.14	4.68*
Income \$30-40K	-141.51	27.75	-5.1*
Income \$40-50K	5.61	30.15	0.19
Income \$50-60K	-60.52	35.26	-1.72
Income \$60-75K	81.58	34.14	2.39*
Income \$75-100K	137.55	32.28	4.26*
Income > \$100K	104.24	16.19	6.44*
Average House Value	0.003	0.001	2.34*
Rental Units	143.61	22.90	6.27*
Mean Income	0.0009	0.0050	0.19
F-value for Existence of Fixed Effects	14.57*		

NOTE: The asterisk indicates statistical significance at the 95% confidence level.



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## **CHAPTER 1300. CAPITAL FACILITIES, FEES, AND INCENTIVES RELATED TO FEES**

### SECTION 1302. IMPACT FEES

#### 1302.7. Hurricane Preparedness Mitigation Fees

##### A. Intent, Purpose, and Study

1. The purpose of this section is to address the impacts created by new development on hurricane shelter availability and evacuation capability within the County. This section implements hurricane preparedness mitigation techniques and fees for all new Equivalent Residential Units (ERUs) located within the Hurricane Vulnerability Zone (HVZ) and all proposed mobile homes, including trailers, recreational vehicles, and park models, whether or not located in a subdivision, Countywide. An ERU means a single dwelling unit, mobile home; manufactured home, space, or lot in a trailer, mobile home or recreational vehicle park or subdivision and individual guest rooms in a hotel or motel. The HVZ is composed of those areas of the County assigned an evacuation level of A through C in the event of a Category 3 hurricane event.
2. The formulas for calculating impacts and the Hurricane Preparedness Mitigation Fee (Hurricane Mitigation Fee) are based on the Tampa Bay Region Evacuation Study Update, 2000, of the Tampa Bay Regional Planning Council, which is incorporated herein by reference.
3. The Hurricane Mitigation Fee is composed of two parts:
  - a. a shelter mitigation fee; and
  - b. an evacuation mitigation fee.
4. All values used in calculating the Hurricane Mitigation Fee are based upon values applicable at the time of adoption of the fee and are subject to change over time. The Office of Emergency Management will periodically review the values used in the Hurricane Mitigation Fees formulas and propose modifications to the Board of County Commissioners (BCC) as necessary. The BCC may, from time to time, by resolution, update the boundaries of the HVZ.

##### B. Imposition

1. Hurricane Mitigation Fees shall be imposed on all proposed ERUs located within the HVZ and all proposed mobile homes, as defined in this section not otherwise exempted.

<b>Hurricane Mitigation Fee</b>	<b>Per Equivalent Residential Unit</b>
Shelter Fee	\$238.05
Evacuation Fee	2.73
<b>Total</b>	<b>\$240.78</b>

2. Exemptions. An exemption must be claimed by the applicant prior to the payment of the Hurricane Mitigation Fee or performance of other mitigation, or it shall be waived. The Hurricane Mitigation Fee shall not apply to the following situations if the applicant clearly demonstrates with competent substantial evidence to the County Administrator or designee, one of the following:
  - a. New residential construction for which a completed application for a Building Permit was submitted to the County Administrator or designee prior to September 21, 2004.
  - b. Other uses. No Hurricane Mitigation Fee shall be imposed on a structure that cannot result in an increase in the demand for hurricane shelters or evacuation route capacity.
  - c. Alterations or expansions. No Hurricane Mitigation Fee shall be imposed for alterations or expansions of an ERU that existed on September 21, 2004, or to an ERU where a Hurricane Mitigation Fee has been paid, where no additional ERUs are created. However, where an alteration or expansion will create an additional ERU; e.g., a single-family detached house altered to create two more multiple family dwelling units, the Hurricane Mitigation Fee equivalent to the difference between the Hurricane Mitigation Fee amount for the existing use and the new use shall be due for each additional ERU pursuant to the Hurricane Mitigation Fee schedule in place at the time of the change in circumstances.
  - d. Replacement of an ERU. No Hurricane Mitigation Fee shall be imposed for the replacement of an ERU, in whole or in part, as long as the owner can demonstrate that the same use existed on September 21, 2004, or that the use paid a Hurricane Mitigation Fee. However, where a replacement will create additional ERUs, the Hurricane Mitigation Fee equivalent to the difference shall be due for the resulting additional ERUs or new ERUs pursuant to the Hurricane Mitigation Fee schedule in place at the time of the change in circumstances.

C. Calculation

1. The applicable Hurricane Mitigation Fee per ERU shall be based upon the above table and calculated at the time a complete application for a Building Permit is submitted.



Notwithstanding anything to the contrary in this section, the hurricane preparedness (shelter mitigation fee and evacuation mitigation fee) impact fee shall be suspended for:

- a. Complete and unexpired Building Permit applications submitted on or after March 1, 2011, and on or prior to December 31, 2013; and
- b. Building Permits issued on or after March 1, 2011, through December 31, 2013, which do not subsequently expire.

This suspension shall not apply to any building that was issued a Building Permit prior to March 1, 2011, even if the Building Permit for such building expires or is revoked.

2. In the alternative, the applicant may propose an alternative mitigation for either or both the shelter fee and/or evacuation fee components of the Hurricane Mitigation Fee and receive a credit towards the Hurricane Mitigation Fee. Alternative mitigation is subject to the requirements of this section.

D. Payment/Collection

1. Hurricane Mitigation Fees shall be paid prior to the issuance of a Certificate of Occupancy (CO). Where a CO is not issued, payment shall be made before final inspection.

E. Alternative Mitigation Techniques, Implementation, and Credits

1. Generally
  - a. The County Administrator or designee is authorized to and is responsible for determining the shelter and evacuation impacts of a new ERU or mobile home subject to this section. In the event of a dispute, the determination is a final decision appealable to the BCC pursuant to this Code.
  - b. The County Administrator or designee will make the final decision with respect to the acceptability of the type and degree of alternative mitigation offered to address the proposed development. This determination will be based upon consideration of the type and intensity of development, its location, and the incremental effect on the hurricane preparedness program, created by the proposed development. The alternative mitigation proposed must have a reasonable relationship to the incremental impact of the proposed development. Appropriate calculation of the impacts in accordance with this section will constitute sufficient evidence of the reasonable relationship.

- c. The County Administrator or designee's approval of proposed alternative mitigation is required prior to the issuance of a Building Permit (or Tie-down Permit) that precipitates the requirement to mitigate under this section.
  - d. The County Administrator or designee is authorized to deny alternative mitigation if the proposal is determined to be inappropriate for the location involved (e.g., vertical evacuation in a coastal high hazard area) or constitutes the creation of an unacceptable shelter facility (e.g., on site shelter without all appropriate shutters).
  - e. Any alternative mitigation approved by the County Administrator or designee, along with the amount of the credit, as determined by the County Administrator or designee, shall be provided for in the written development Conditions of Approval or in an agreement with the County.
2. Shelter impacts and alternative mitigation techniques.

The following alternative shelter mitigation options may be approved for Hurricane Mitigation Fee credit:

- a. Donation of land. The donation of land may be considered if the land is donated to the County for another purpose, such as construction of a recreation building, and an agreement can be reached for the building to also serve as a primary public hurricane shelter with a capacity at least large enough to serve the proposed development's shelter demand. The land donated must be located outside the HVZ. The shelter must be constructed to comply with the public shelter design criteria adopted pursuant to Section 553.73, Florida Statutes, as may be amended. The amount of the credit shall be 115 percent of the assessed value of the conveyed land as determined by the County Property Appraiser unless the person and the County Administrator or designee or the BCC agrees in a development approval to another credit amount.
- b. Provision of an on site shelter. An on site shelter may be considered if the on site shelter is outside the HVZ per the latest Sea, Lake, and Overland Surge from Hurricanes Model, and constructed in accordance with the public shelter design criteria, adopted pursuant to Section 553.73, Florida Statutes, as may be amended. Construction plans must be submitted for the on site shelter with the development plans for the ERUs being mitigated. Developments located within the HVZ may choose to construct a structure outside the HVZ for use as a public shelter using the public shelter design criteria. Proof of ownership and construction to the criteria must be provided to the County.

- c. Provision of training funds. Provision of training funds may be considered if training funds are needed. The American Red Cross is responsible for managing shelters in the County. The District School Board of Pasco County provides shelter managers for shelters in schools and training is provided annually. The County Administrator or designee shall, from time to time, determine whether training funds are needed and accordingly whether the provision of training funds is an acceptable alternative mitigation option.
  
- d. Shelter agreements. Shelter agreements with private facilities located outside the HVZ may be considered. An agreement must be in place prior to the issuance of the Building Permit. This obligation to a private shelter through a private agreement must be met in perpetuity. In order for the shelter agreement to be accepted, as alternative mitigation and credit are made available, the following criteria must be met:
  - (1) The private shelter structure must be located outside the HVZ.
  - (2) The structure must be constructed to comply with the public shelter design criteria adopted pursuant to Section 553.73, Florida Statutes, as may be amended.
  - (3) There must be a written agreement between the developer or Homeowners' Association (HOA) and the private facility for use of the facility as a shelter.
    - (a) Any one (1) agreement must be for a minimum period of five (5) years.
    - (b) The agreement must specify who will staff and operate the shelter.
    - (c) The agreement must specify who will provide necessary food, water, and other supplies to the shelter.
  - (4) The developer or HOA must develop, prior to the issuance of the Building Permit and maintain thereafter, an evacuation plan detailing implementation of the shelter operation and evacuation of the development, to include a transportation plan outlining routes and/or transportation assistance available. The plan must meet the criteria for the site specific evacuation plan pursuant to this Code, Section 1103, and the plan must be approved annually by the County Office of Emergency Management.

3. Evacuation impacts. Alternative mitigation techniques.

The following alternative evacuation mitigation options may be approved for Hurricane Mitigation Fee credit:

- a. Elevation of roads. Elevation of a portion of an evacuation route may be considered.
- b. Roadway capacity improvements. Increasing the capacity of an evacuation route may be considered.

4. Other alternative mitigation techniques:

- a. The County will consider other mitigation techniques, subject to the County Administrator or designee's approval, suggested by the developer. The value of these other techniques must be equal to the Hurricane Mitigation Fees that would be required of the development. An example of "other techniques" is a safe room concept. This concept provides a room in a building, which could be any type of building, private residence, apartment building, etc., constructed to withstand a hurricane. Because only a portion of the building, instead of the entire building, is constructed to withstand hurricanes, the cost of constructing adequate shelter may be reduced.

F. Hurricane Mitigation Fee Fund/Appropriation of Funds

1. The County shall establish a Hurricane Mitigation Fee Fund for Hurricane Mitigation Fees. Such fund shall clearly be identified as monies collected as Hurricane Mitigation Fees. All Hurricane Mitigation Fees collected by the County shall be deposited into the Hurricane Mitigation Fee Fund and shall be segregated for shelters and Intelligent Transportation Signs (ITS). The BCC shall establish and implement necessary accounting controls to ensure that all Hurricane Mitigation Fees are properly deposited, accounted for, and appropriated in accordance with this section and any other applicable legal requirements.
2. A specific account for shelter mitigation and for evacuation mitigation ITS shall be established. All interest or investment income earned shall be available for appropriation or expenditure for shelter or ITS, regardless of the source of the interest or investment income.
3. The BCC shall use Hurricane Mitigation Fee Fund monies for the following:
  - a. Shelter capacity and safety improvements, including all necessary planning (with specific BCC approval), capacity analysis, design, land acquisition, and construction costs;

- b. Hurricane education, public information programs, and shelter training;
- c. Procuring communications equipment that would upgrade the existing warning and notification capability of the County's emergency management officials; and
- d. All costs associated with the ITS.



# Floodplain Development Permit

(See Terms & Conditions)

Issue Date:	Expiration Date:
Permit #	*Permit becomes void if there are changes to the effective Flood Insurance Rate Maps*

The **Floodplain Development Permit** is the mechanism by which our community evaluates any and all impacts of activities proposed within our regulated floodplains. All activities must be in compliance with the Floodplain Damage Prevention Ordinance of the presiding jurisdiction, whether local, regional or statewide. The National Flood Insurance Program provides flood insurance to individuals at much lower premiums than could otherwise be purchased through private insurers, and makes certain federal funds available to communities. In order for citizens to be eligible for the national flood insurance rates, or for communities to receive certain kinds of federal funds, the community must agree to meet minimum floodplain standards. This application packet is a tool to ensure that the activities in our community comply with the Floodplain Damage Prevention Ordinance

Any party undertaking development within a designated floodplain must obtain a floodplain development permit prior to the work commencing. FEMA defines development in Title 44 of the Code of Federal Regulations part 59.1 as: *Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.* Other human activities that are considered development include but are not limited to: alterations of a structure through additions, demolition and remodeling, fences, retaining wall, moving/placement of remanufactured or mobile homes, campgrounds, storage of equipment, vehicles or materials (storage yards, salvage yards).

## 1 General Provision of the Floodplain Development Permit Terms



1. No work may start until a permit has been issued.
2. The permit may be revoked if:
  - a. Any false statements are made herein;
  - b. The effective Flood Insurance Rate Map has been revised;
  - c. The work is not done in accordance with the Floodplain Damage Prevention Ordinance of the presiding jurisdiction or other local, state and federal regulatory requirements.
  - d. The work is different than what is described and submitted to the community as part of the Floodplain Development Permit application.
3. If revoked, all work must cease until permit is reissued.
  - a. If the permit cannot be reissued, applicant acknowledges that they will be responsible to correct the issue which may require removal of any development that may have occurred.
4. Development shall not be used or occupied until the project has received final inspection, a final elevation and approval by the community.
5. The permit will expire if no work has commenced within 3 months of issuance and by the expiration date noted on the permit.
6. Applicant is hereby informed that other permits may be required to fulfill local, state, and federal regulatory requirements and acknowledges that it is their responsibility to ensure that all necessary permits are obtained.
  - a. This includes but is not limited to documentation showing compliance with the endangered species act.
7. Applicant hereby gives consent to the local Floodplain Administrator and his/her representative (including state and federal agencies) to make reasonable inspections required to verify compliance.
8. Applicant acknowledges that the project will be designed to minimize any potential drainage onto surrounding properties and will be responsible for any drainage issues that may arise.
9. I, the applicant, certify that all statements herein and in attachments to this application are, to the best of my knowledge, true and accurate. Furthermore, I have read and understand the relevant Floodplain Damage Prevention Ordinance for my community and will adhere to the ordinance and will or have already obtained all necessary state, federal and local permits for the proposed development.



APPLICANT'S NAME:

APPLICANT'S SIGNATURE:

DATE:



# Floodplain Development Permit

(See Terms & Conditions)

Issue Date:	Expiration Date:
Permit #	*Permit becomes void if there are changes to the effective Flood Insurance Rate Maps*

## 2



### Owner Information

Please Fill Out  
Aa I

OWNER:

ADDRESS:

CITY: STATE: ZIP CODE:

TELEPHONE #: FAX #:

CONTACT NAME:

EMERGENCY TELEPHONE #:

E-MAIL:



### Contractor/Developer Information

CONTRACTOR/DEVELOPER:

ADDRESS:

CITY: STATE: ZIP CODE:

TELEPHONE #: FAX #:

CONTACT NAME:

EMERGENCY TELEPHONE #:

E-MAIL:

## 3



### Project Overview

Please Fill Out  
Aa I

PROJECT ADDRESS:

LEGAL DESCRIPTION: LATITUDE/LONGITUDE #:

DESCRIPTION OF PROJECT:

ESTIMATED COST OF PROJECT:

If work is on, within or connected to an existing structure:

VALUATION OF EXISTING STRUCTURE: SOURCE OF VALUATION: WHEN THE EXISTING STRUCTURE WAS BUILT:

\* If the value of an addition, remodel or alteration to a structure equals or exceeds 50% of the value of the structure before the addition, remodel or alteration, the entire structure must be treated as a substantially improved structure and is required to comply with the relevant Floodplain Damage Prevention Ordinance. A relocated structure, including mobile homes, manufacture homes or cabins, must be treated as a new construction.

Please Check  
Aa I

#### CHANNEL IMPROVEMENTS

- Bank Stabilization
- Grade Control
- Drop Structure
- Outfall
- Fill
- Other \_\_\_\_\_

#### STRUCTURAL DEVELOPMENT

- New Construction
- Residential Building
- Non-Residential
- Manufactured Home
- Rehabilitation (< 50%)
- Substantial Improvement (≥ 50%)
- Other \_\_\_\_\_

#### MISCELLANEOUS

- Bridge
- Culvert
- Demolition
- Fence
- Grading / Parking Lot
- Other \_\_\_\_\_

#### TYPE

- Temporary
- Permanent
- Rehabilitation
- Emergency Repair
- Maintenance
- Other \_\_\_\_\_

### Flood Hazard Data (TO BE COMPLETED BY FLOODPLAIN ADMINISTRATOR)

WATERCOURSE NAME: EFFECTIVE FIRM PANEL NUMBER AND DATE:

IS THE DEVELOPMENT IN OR IMPACTS A FLOODPLAIN?  No.  Yes. IS THE DEVELOPMENT IN THE FLOODWAY?  No.  Yes. *If yes, a No-Rise Certification is required.*

SPECIAL FLOOD HAZARD ZONE: BASE FLOOD ELEVATION: METHOD USED TO DETERMINE BASE FLOOD ELEVATION:

VERTICAL DATUM: MUST BE EITHER NGVD OR NAVD 88 AND THE SAME VERTICAL DATUM OF THE EFFECTIVE FIRM: ELEVATION OF LOWEST FLOOR, INCLUDING BASEMENT OR CRAWLSPACE\*: ELEVATION OF LOWEST, HABITABLE FLOOR\*:

ELEVATION OF FLOODPROOFING (NON-RESIDENTIAL STRUCTURES ONLY)\*: \*SOURCE OF ELEVATION AND/OR FLOODPROOFING INFORMATION:

DOES THE PROJECT REQUIRE THAT A CLOMR BE PROCESSED?  No.  Yes. IS A LOMR REQUIRED:  No.  Yes.

# Floodplain Development Permit

(See Terms & Conditions)

Issue Date:	Expiration Date:
Permit #	*Permit becomes void if there are changes to the effective Flood Insurance Rate Maps*

**THIS PAGE TO BE COMPLETED BY FLOODPLAIN ADMINISTRATOR**

## 4 Floodplain Development Permit Checklist



The following documents may be required at the discretion of the approving community official:

- Tax assessor map
- Maps and/or plans showing the location, scope and extent of development
- Floodproofing Certificate: Certificate and supporting documentation used to provide the certification
- Documentation showing compliance with the Endangered Species Act
- No-Rise Certificate: Certificate and supporting documentation used to provide the certification
- Elevation Certificate
  - Constructional Drawing
  - Building Under Construction
  - Finished Construction
- Grading plans
- Detailed hydraulic and hydrology model for development in a Zone A
- Conditional Letter of Map Revision (CLOMR)
- Structure valuation documentation
- Non-conversion agreement: Required for all structures that are constructed with an enclosure
- Wetland Permit from the U.S. Army Corps of Engineers
- Copies of all federal, local and state permits that may be required.
- Manufactured home anchoring certificate: Certificate and supporting documentation used to provide the certification
- Other documents deemed necessary by the Floodplain Administrator \_\_\_\_\_

## 5 Permit Action



- PERMIT APPROVED:** The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards.
- PERMIT APPROVED WITH CONDITIONS:** The information submitted for the proposed project was reviewed. In order for the proposed project to be approved, certain restrictions or conditions must be met. These restrictions or conditions are attached.
- PERMIT DENIED:** The proposed project does not meet approved floodplain management standards (explanation on file).
- VARIANCE GRANTED:** A variance was granted from the base (1%) flood elevations established by FEMA consistent with variance requirements of Title 44 of the Code of Federal Regulations part 60.6 (Variance action documentation is on file).



SIGNATURE OF COMMUNITY OFFICIAL:

PRINT NAME AND TITLE OF COMMUNITY OFFICIAL:

DATE: