



# *City of Tarpon Springs, Florida*

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

## **REGULAR SESSION AGENDA TUESDAY, JANUARY 10, 2023 6:30 PM – City Hall Auditorium**

**CALL TO ORDER**

**ROLL CALL**

**REFLECTION**

**PLEDGE OF ALLEGIANCE (5 MINUTES)**

**PUBLIC COMMENTS (30 MINUTES)**

### **CONSENT AGENDA (15 MINUTES)**

1. ATTORNEY'S FEES:
  - A. PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, PA INVOICES 2905 AND 3034
2. SPECIAL EVENTS:
  - A. SUNSET BEACH CONCERT SERIES
  - B. FENDERS FOR FIRST RESPONDERS
  - C. MOVIES IN THE PARK
3. AWARD FILE NO. 230061-N-JL SINGLE SOURCE PURCHASE OF 2022 CHEVY SILVERADO 5500 FLAT BED
4. INCREASE FILE NO. 220027-N-AM SINGLE SOURCE PURCHASE OF CHEVROLET-GM ORIGINAL EQUIPMENT MANUFACTURER PARTS AND SERVICES
5. REVIEW OF RENEWAL OF FILE NO. 220001-Q-JL MAINTENANCE OF PUBLIC RESTROOMS AT THE SPONGE EXCHANGE
6. AWARD FILE NO. 230085-N-JL SINGLE SOURCE PURCHASE OF PUBLIC RECORDS TECHNICIAN SERVICES
7. AWARD FILE NO. 230088-N-JL SINGLE SOURCE PURCHASE OF CATERPILLAR ORIGINAL EQUIPMENT MANUFACTURER PARTS AND SERVICES
8. INCREASE FILE NO. 220067-N-JL SINGLE SOURCE PURCHASE OF MENTAL HEALTH RESOURCES

### **SPECIAL CONSENT AGENDA**

9. INTERNAL AUDIT OF POLICE DEPARTMENT PROPERTY AND EVIDENCE (15 MINUTES)
10. AWARD FILE NO. 230082-C-JL PURCHASE OF VEHICLES UTILIZING SOURCEWELL CONTRACTS 091521-NAF AND 060920-NAF VEHICLES, CARS, VANS, SUVs AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES AND SERVICES (10 MINUTES)
11. AWARD FILE NO. 230084-C-JL PURCHASE OF STREET SWEEPER THROUGH SOURCEWELL CONTRACT NO. 093021-ELG (10 MINUTES)
12. ATTORNEY SERVICES (45 MINUTES)
  - A. APPROVE RELEASE OF REQUEST FOR PROPOSALS FOR CITY ATTORNEY RE-BID
  - B. AWARD RFP NO. 230040-P-JL LITIGATION ATTORNEY SERVICES AGREEMENT
  - C. AWARD FRP NO. 230041-P-JL SPECIAL COUNSEL ATTORNEY SERVICES AGREEMENT



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

13. ORDINANCE 2023-01 AMENDING PUBLIC ART ORDINANCE (1<sup>ST</sup> READING) (15 MINUTES)
14. RESOLUTION 2023-05 APPLICATION 22-128 SPONGE CITY BREWING SITE PLAN (QUASI-JUDICIAL) (15 MINUTES)
15. RESOLUTION 2023-04 APPLICATION 22-91 SUZANA 2 SITE PLAN (QUASI-JUDICIAL) (15 MINUTES)
16. RESOLUTION 2023-06 APPLICATION 22-97 NORTH LAKE TRAIL PLAT APPROVAL (QUASI-JUDICIAL) (10 MINUTES)
17. RESOLUTION 2023-01 APPLICATION 22-105 CONDITIONAL USE 136 E. OAKWOOD STREET (QUASI-JUDICIAL) (15 MINUTES)
18. ORDINANCE 2023-02 AMENDING RIGHT OF WAY VACATION (1<sup>ST</sup> READING) (10 MINUTES)
19. RESOLUTION 2023-02 RUSTY BELLIES PARKING LOT CONDITIONAL USE AND SITE PLAN (**DEFERRED TO FEBRUARY 14, 2022**)

**BOARD AND STAFF COMMENTS (5 MINUTES)**

**ADJOURNMENT (APPROXIMATELY 10:00 PM)**



# INVOICE

Invoice # 2905  
Date: 12/01/2022  
Due On: 12/31/2022

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

## Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
( \$7,200.00	+ \$7,785.00	) - ( \$0.00	) = <b>\$14,985.00</b>

## Interim Services

**Representation for Board of Adjustment, Planning and Zoning Board, and Heritage Preservation Board; legal advice for Public Art, Sustainability, and Budget Advisory committees.**

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	RAK	11/01/2022	Receipt and review of the agenda for the upcoming Heritage Preservation Board meeting.	0.80	\$225.00	\$180.00
Service	RAK	11/02/2022	Receipt and review of proposed Charter Amendment; legal research and review of the City Charter and Florida Community Planning Act. Receipt and review of email correspondence with additional revisions.	1.80	\$225.00	\$405.00
Service	RAK	11/02/2022	Review of Charter notes, and zoom conference with Planning Director.	0.50	\$225.00	\$112.50
Service	RAK	11/03/2022	Receipt and review of email correspondence with attached procedures for the boards. Review of the Heritage Preservation Board Procedures, and preparation of quasi-judicial educational power point.	2.10	\$225.00	\$472.50
Service	RAK	11/04/2022	Preparation of legal opinion regarding the proposed Charter Amendment granting more power to the Planning and Zoning Commission, and legal research for supporting case law, Attorney General Opinions, and statutes; email	2.40	\$225.00	\$540.00



correspondence with copy of same to City.						
Service	RAK	11/04/2022	Legal review of the Rules of Procedure for the Planning and Zoning Commission, and revision to proposed presentation; email correspondence regarding same to City.	1.20	\$225.00	\$270.00
Service	RAK	11/07/2022	Final review and notes for presentation on quasi-judicial hearings, and review and printing of voting conflict form from the Commission on Ethics.	0.60	\$225.00	\$135.00
Service	RAK	11/07/2022	Attendance at regularly scheduled meeting of the Historic Preservation Board, including one hour travel.	1.80	\$225.00	\$405.00
Service	RAK	11/08/2022	First review of proposed Planning and Zoning Board ordinances, code changes, and comprehensive plan amendments.	0.50	\$225.00	\$112.50
Service	RAK	11/18/2022	Brief review of the agenda (outline only), and corresponding code sections for the site plan applications.	0.60	\$225.00	\$135.00
Service	RAK	11/21/2022	Continued detail review of the agenda materials for tonight's Planning and Zoning Board meeting.	2.30	\$225.00	\$517.50
Service	RAK	11/21/2022	Attendance at staff meeting to review the agenda applications and ordinances (1.6). Attendance at the regularly scheduled Planning and Zoning meeting (4.8), including early arrival to meet with Chairman and one (1) hour travel.	7.40	\$225.00	\$1,665.00
Service	RAK	11/21/2022	Receipt and review of email correspondence from purchasing director regarding an evaluation meeting, and brief response.	0.10	\$225.00	\$22.50
Service	RAK	11/22/2022	Legal research and review statutes, case law, and attorney general opinions regarding public meeting questions from Procurement Director; preparation of email response.	1.30	\$225.00	\$292.50
Service	RDJ	11/22/2022	Research concerning public meeting limitations regarding procurement matters; confer with R. Kardash regarding same.	0.40	\$225.00	\$90.00
Service	RAK	11/23/2022	Receipt and review of agenda for next Monday's meeting.	0.40	\$225.00	\$90.00
Service	RAK	11/28/2022	Receipt and review of proposed agenda for the Commission's executive shade session, and preparation of response to purchasing director regarding same.	0.20	\$225.00	\$45.00



Service	RAK	11/28/2022	Preparation of email correspondence to the Planning Department regarding additions to the proposed ordinances, and receipt and review of reply. Preparation of response.	0.30	\$225.00	\$67.50
Service	RAK	11/28/2022	Attendance at the continued Planning and Zoning Board meeting, including one hour travel.	4.30	\$225.00	\$967.50
Service	RAK	11/29/2022	Telephone conference with Mayor regarding voluminous public records request to the City, required responses from the City Commission, and available training in public records and Sunshine Law.	1.40	\$225.00	\$315.00
Service	RAK	11/30/2022	Preparation of revisions and text amendments to five ordinances approved by the Planning and Zoning Board that will appear on the Board of Commissioners agenda, and email correspondence with copy of same to Planning Director.	2.40	\$225.00	\$540.00
Service	RAK	11/30/2022	Preparation of proposed template ordinance for Comprehensive Plan revisions specific to the City of Tarpon Springs, and legal research regarding same.	1.30	\$225.00	\$292.50
Service	RAK	11/30/2022	Legal research and review of state statutory requirements for advertisement of the ordinance title for proposed changes to the Land Development Code. Preparation of email correspondence to Planning Director regarding same.	0.50	\$225.00	\$112.50
					<b>Subtotal</b>	<b>\$7,785.00</b>
					<b>Total</b>	<b>\$7,785.00</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3034	02/03/2023	\$7,200.00	\$0.00	\$7,200.00

### Current Invoice



Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2905	12/31/2022	\$7,785.00	\$0.00	\$7,785.00
Outstanding Balance				<b>\$14,985.00</b>
Total Amount Outstanding				<b>\$14,985.00</b>

***Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.***

***Payment is due 30 days from receipt of this invoice. Thank you.***



# INVOICE

Invoice # 3034  
Date: 01/04/2023  
Due On: 02/03/2023

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

## Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
( \$7,785.00	+ \$7,200.00	) - ( \$0.00	) = <b>\$14,985.00</b>

## Interim Services

**Representation for Board of Adjustment, Planning and Zoning Board, and Heritage Preservation Board; legal advice for Public Art, Sustainability, and Budget Advisory committees.**

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	RAK	12/01/2022	Receipt and review of two of the pending public record requests issued the City by Atty. Ethan Loeb.	0.20	\$225.00	\$45.00
Service	RAK	12/01/2022	Telephone conference with City Manager, City Clerk, Assistant City Clerk, and Mayor regarding the documents, searches and issues related to the pending public record requests from Atty. Loeb.	1.60	\$225.00	\$360.00
Service	RAK	12/02/2022	Receipt and review of email correspondence from the purchasing director regarding the proposed executive session meeting next week. Legal research regarding same, and voicemail message for Dunedin City Attorney. Receipt and review of follow up email correspondence from Purchasing Director with decision regarding the Special Commission Meeting.	0.80	\$225.00	\$180.00
Service	RAK	12/02/2022	Receipt of contact information for public records consultant, and called and left message with request for services.	0.20	\$225.00	\$45.00
Service	RAK	12/05/2022	Telephone conference with Vivian Caphart regarding potential contract work for	0.30	\$225.00	\$67.50



extensive public records request.						
Service	RAK	12/05/2022	Preparation of email correspondence and receipt and review of the agenda for the Heritage Preservation Board meeting tonight.	0.50	\$225.00	\$112.50
Service	RAK	12/05/2022	Preparation of quasi-judicial announcement for the beginning of the meeting.	0.40	\$225.00	\$90.00
Service	RAK	12/05/2022	Receipt and review of email correspondences from City Manager regarding the proposed Atty. fee policy, and preparation of response.	0.20	\$225.00	\$45.00
Service	RAK	12/05/2022	Attendance at the regularly scheduled meeting of the Heritage Preservation Board, including one hour travel.	2.30	\$225.00	\$517.50
Service	RAK	12/06/2022	Preparation of proposed Resolution providing for a legal defense, and email correspondence to the City regarding same.	1.40	\$225.00	\$315.00
Service	RAK	12/08/2022	Legal research and preparation of memorandum to the Board of Commissioners regarding the proposed legal fee resolution, and email correspondence to the City Manager with copy of same.	2.40	\$225.00	\$540.00
Service	RAK	12/08/2022	Review of the Rules of Procedure from Tarpon Springs for the BOCC, and legal research and comparison regarding same. Preparation of initial notes for revision and findings.	1.40	\$225.00	\$315.00
Service	RAK	12/09/2022	Telephone conference with City Manager regarding changes to the Rules of Procedure for the BOCC.	0.50	\$225.00	\$112.50
Service	RAK	12/12/2022	Office conference with City Manager, City Clerk, Deputy City Clerk, and public records specialist to review responses and scope of pending public records request. Additional office conference with City Clerk regarding revisions to the Rules of Procedure. Receipt and review of word document, and preparation of requested revisions; email correspondence to the City with copy of same. Includes one (1.0) hour travel time.	5.10	\$225.00	\$1,147.50
Service	RAK	12/12/2022	Telephone conference with City Clerk regarding the Rules of Procedure and additional revisions; preparation of same and email correspondence with revised copy. Preparation of clean copy to the City	0.30	\$225.00	\$67.50



Clerk.						
Service	RAK	12/13/2022	Telephone conference with the City Clerk's office regarding response to public records request. Receipt and review of email correspondence with proposed language. Preparation of suggested revisions, and email correspondence with copy of same.	0.50	\$225.00	\$112.50
Service	RAK	12/13/2022	Telephone conference with Mayor regarding the public records request and rules of procedure.	0.80	\$225.00	\$180.00
Service	RAK	12/14/2022	Receipt and review of email correspondence with inquiry regarding the client designation for the Special Counsel services, review of the provided scope of services, and preparation of response.	0.30	\$225.00	\$67.50
Service	RAK	12/15/2022	Preparation of email correspondence to City Manager and Mayor regarding Board of Adjustment, and receipt and review of responses.	0.20	\$225.00	\$45.00
Service	RAK	12/15/2022	Receipt and review of voicemail from the City Clerk and Mayor, and email correspondence regarding the response to the public records request.	0.20	\$225.00	\$45.00
Service	RAK	12/15/2022	Telephone conference with Mayor (0.5) and the City Clerk's office (0.2) regarding the public records request from Atty. Loeb's office and potential responses.	0.70	\$225.00	\$157.50
Service	RAK	12/15/2022	Receipt and review of revised response to the Loeb public records request, and preparation of additional revisions and email correspondence to the City Clerk's office.	0.50	\$225.00	\$112.50
Service	RAK	12/16/2022	Preparation of proposed draft correspondence to third party contractors with public records responsive to public records request, and email correspondence to City Clerk's office with copy of same.	0.60	\$225.00	\$135.00
Service	RAK	12/19/2022	Review of the agenda for this evening's Planning and Zoning Board meeting.	1.60	\$225.00	\$360.00
Service	RAK	12/19/2022	Receipt and review of contract proposal for public records review.	0.40	\$225.00	\$90.00
Service	RAK	12/19/2022	Receipt and review of proposed data base checklist for the affidavit. Preparation of proposed affidavit, and email correspondence to the City with copy of same.	0.50	\$225.00	\$112.50



Service	RAK	12/19/2022	Receipt and review of additional public records request from Hill Ward and Henderson. Telephone conference with City Clerk's Office regarding same, and the affidavit with proposed letters for response. Additional conversation with Purchasing Director regarding the public records contract.	0.70	\$225.00	\$157.50
Service	RAK	12/19/2022	Attendance at the regularly scheduled meeting of the Planning and Zoning Board, including one (1) hour travel.	4.70	\$225.00	\$1,057.50
Service	RAK	12/22/2022	Receipt of telephone message from Board member, and returned call.	0.20	\$225.00	\$45.00
Service	RAK	12/27/2022	Receipt and review of email correspondences regarding word versions of previously drafted resolutions; review of electronic files and preparation of response with copies of same.	0.30	\$225.00	\$67.50
Service	RAK	12/30/2022	Receipt and review of email correspondence with attachments regarding HOA approvals and actions outside of the City Code relative to paver installations and recently issued stop work order.	0.40	\$225.00	\$90.00
Service	RAK	12/30/2022	Review of proposed changes from contractor in the City's standard construction contract. Preparation of email correspondence to the City's Purchasing Director regarding same.	1.60	\$225.00	\$360.00
Service	RAK	12/30/2022	Receipt and review of inquiry from Public Records Contractor regarding the status of engagement, and preparation of response regarding same.	0.20	\$225.00	\$45.00
					<b>Subtotal</b>	<b>\$7,200.00</b>
					<b>Total</b>	<b>\$7,200.00</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2905	12/31/2022	\$7,785.00	\$0.00	\$7,785.00



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**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3034	02/03/2023	\$7,200.00	\$0.00	\$7,200.00
Outstanding Balance				<b>\$14,985.00</b>
Total Amount Outstanding				<b>\$14,985.00</b>

***Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.***

***Payment is due 30 days from receipt of this invoice. Thank you.***





**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: January 10, 2023

Subject: Special Event – City of Tarpon Springs Recreation Department  
Sunset Beach Concert Series  
2/2, 3/2, 4/6, 5/4, 6/1, 7/6, 8/3, 9/7, 10/5 & 11/2, 2023

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**Recommendation:**

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "Sunset Beach Concert Series" for the dates of 2/2, 3/2, 4/6, 5/4, 6/1, 7/6, 8/3, 9/7, 10/5 & 11/2, 2023.

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

**Background:**

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

The concerts begin at 7:00 p.m. and end at 9:00 p.m. Handicap and Vendor parking spaces will be barricades off the night before the event. This year there will be bonfires at the following concerts: 2/2, 3/2, 10/5 & 11/2, 2023.

Advent Health North Pinellas will be sponsoring the 2022 concert series.

All set-up and clean-up will be the Recreation Division's responsibility.

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



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

**Event Information:**

Date of Application: 12/21/2021

Name of Event: Sunset Beach Concert Series 2022

Date(s) of Event: First Thursdays of the month: February 3rd, March 3rd, April 7th, May 5th, June 2nd, July 7th, Aug 4th, Sept 1st, Oct 6th, and November 3rd, 2022

Alternate Date(s): Second Thursdays of the month: February 10th, March 10th, April 14th, May 12th, June 9th, July 14th, Aug 11th, Sept 8th, Oct 13th, and November 10th, 2022

Hours of Event: 7-9pm

Set up/break down time needed: 4-10pm

Type/Purpose of Event: Beach concerts at Sunset Beach

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

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

Other: Recreation center closes the front section of the beach at 10pm the day before the concert for vendors and two separate rows for handicapped parking

Disposition of Proceeds: None, Free Event

**Applicant Information:**

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☒

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

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

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

**General Information:**

Number of Vendors: 2-5 (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

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

Approximate Number of Attendees: 500-1000 Entrance Fee: \$ Free

Location for Attendee Parking: Beach Parking lot, High school drivers education lot (shuttle location)

Will Private Security be provided: Yes ☒ No ☐ Name of Private Company: Tarpon Police Dept- 1 officer

Will the Following be provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Will Music be provided: Yes ☒ No ☐ Hours of Play: 6-9pm Band: ☒ DJ: ☐ Other:

Type & Location of Toilet Facilities: Sunset Beach Bathrooms- Please leave unlocked until 10pm\*\*



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

How will Structure be Secured: Tent Weights

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Roll off: ☐ Other: \_\_\_\_\_

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

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

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

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: n/a

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

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

Barricades: ☒ How many: 15- usage of the ones in the restroom closet

Cones: ☐ How many: \_\_\_\_\_

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

Electricity Needed: ☒ Where: Bandshell and standing poles near shed

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

Street Banners: ☒ Locations: sports fields and parks

Additional City Trash Cans: ☒ 4 please

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

Other: City Shuttle Bus with Driver, Bonfire: February, March, October and November: Weather

Permitting. Will need water turned on to put out the fire.

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

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

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

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

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

Ashley Harter  
Signature of Applicant

12/22/2021  
Date





## Public Works Department Office of the Director

Tom Funcheon  
Public Works Director

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To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: January 10, 2023

Subject: Special Event – Rotary Club of Tarpon Springs  
Fenders for First Responders  
February 18, 2023

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### **Recommendation:**

That the Mayor and Board of Commissioners approve the Rotary Club of Tarpon Springs special event application for the “Fenders for First Responders” on Saturday, February 18, 2023, and the temporary closure of Tarpon Ave. (Ring to Pinellas), Hibiscus St. (Orange to Tarpon), N. Safford Ave. (Orange to Tarpon south bound, Tarpon to Truist Bank north bound), S. Safford Ave. (Tarpon to Court south bound, Tarpon to Lemon north bound), Mother Meres & Restroom Parking lot/alleyway.

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

### **Background:**

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

This will be a City sponsored event, as proceeds will be dispersed to all First Responders. The hours of the car show will be 10:00 a.m. to 4:00 p.m. Set up will begin at 6:00 a.m. and cleanup completed by 6:00 p.m. Music will be played, and there will be approximately 300 vehicles displayed.

This event may be approved contingent upon the event sponsor complying with the following stipulations:

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



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



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

**Event Information:**

Date of Application: October 10, 2022  
Name of Event: Fenders For First Responders  
Date(s) of Event: February 18, 2023  
Alternate Date(s): February 19, 2023  
Hours of Event: 10 AM - 4 PM  
Set up/break down time needed: 8 AM - 9 AM Set / Breakdown 4 PM - 6 PM  
Type/Purpose of Event: Car Show event for First Responders, Supported by Rotary Club of Tarpon Springs and All First Responders Mother-run profit.

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Ave - From Ring Ave to <sup>Pinellas</sup> Tarpon Ave, Hibiscus Street from Tarpon Ave to E. Orange St, N. Safford Ave from E. Orange St. to Tarpon Ave, South Safford Ave from Tarpon Ave to E. Lemon St. Including Mother Meres parking lot, City Allow way at City owned Restrooms,

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

Disposition of Proceeds: Car shows for charities to be dispersed to All First Responders Mother

**Applicant Information:**

Name of Organization: Rotary Club of Tarpon Springs  
Registered Nonprofit Org.: Yes ☒ No ☐  
Organizations Address: P.O. Box 234, Tarpon Springs, FL 34688-0234  
Individual to Contact: Milton Smith (Telephone #) 727-798-5718 (email) \_\_\_\_\_  
Alternative Contact: Susan Carson (Telephone #) \_\_\_\_\_ (email) \_\_\_\_\_

**General Information:**

Number of Vendors: TBD (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)  
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): TBD  
Approximate Number of Attendees: 1,500 - 2,500 Entrance Fee: \$ 20 pre 25 day & show  
Location for Attendee Parking: City lots, Bank lot Street parking  
Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: \_\_\_\_\_  
Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐



Will Music be Provided: Yes ☒ No ☐ Hours of Play: TBD Band: ☒ DJ: ☒ Other: \_\_\_\_\_  
Type & Location of Toilet Facilities: City Restroom & 4 portabllets  
Tent or Other Structure: Yes ☐ No ☒ Type of Structure: Small pop-ups - secured properly.  
How will Structure be Secured: properly secured  
Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☐ Rolloff: ☐ Other: \_\_\_\_\_  
If parade # of: Participants N/A Animals \_\_\_\_\_ Floats \_\_\_\_\_ Bands \_\_\_\_\_ Other \_\_\_\_\_  
Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: \_\_\_\_\_  
Types of Rides: N/A Is Diagram of Layout Attached: Yes ☐ No ☒

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

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

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

Barricades: ☒ How many: \_\_\_\_\_  
Cones: ☒ How many: \_\_\_\_\_  
Portable Stage: ☒ Location: Vacant lot on Tarpon Ave  
Electricity Needed: ☐ Where: at stage location and along Tarpon Ave.  
Public Restrooms: ☒ Hours of Opening/Closing: 6am - 6pm  
Street Banners: ☐ Locations: Electronic sign - city owned please  
Additional City Trash Cans: ☒  
Directional Parking Signs: ☒ Locations: if we will provide  
Other: \_\_\_\_\_

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

If not, when will it be sent: City Co-sponsored event

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: City Co-sponsored

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

I (we) have read and completed this application and it is true; I (we) have read the general instructions for this application and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Susan K. Carson  
Signature of Applicant President Rotary Club of Tarpon Springs

10/10/2022  
Date





## Public Works Department Office of the Director

Tom Funcheon  
Public Works Director

---

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: January 10, 2023

Subject: Special Event – City of Tarpon Springs Recreation Department  
Movies in the Park  
February 18, March 18 & April 15, 2023

---

### **Recommendation:**

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for "Movies in the Park" on February 18, March 18 & April 15, 2023 at the Splash Park Stage/Field Area.

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

### **Background:**

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

Games will begin at 6:00 p.m. (February) and 7:00 p.m. (March & April), and the family friendly movie will begin at 7:00 p.m. (February), 8:00 p.m. (March & April) and ends by 10:00 p.m. Food and beverages will be sold.

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

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



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

**Event Information:**

Date of Application: 12/13/2022

Name of Event: Movies in the Park

Date(s) of Event: Saturdays, February 18, March 18, and April 15, 2023

Alternate Date(s): none

Hours of Event: February & March: Games begin at 6pm, movie at 7pm, April: games begin at 7pm, movie at 8pm

Set up/break down time needed: 4:30 pm-10 pm

Type/Purpose of Event: Family-friendly movies at the Splash Park Field

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

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

Other: N/A

Disposition of Proceeds: None, Free Event

**Applicant Information:**

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☒

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

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

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

**General Information:**

Number of Vendors: 2 (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

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

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

Location for Attendee Parking: Parking lot

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

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 5-10 Band: ☐ DJ: ☐ Other: Movie/Radio

Type & Location of Toilet Facilities: Splash Park Bathrooms- Please leave unlocked until 10pm\*\*

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10X10 Tents, concession trailers

How will Structure be secured: Tent Weights

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

Revised 01/16

Page 1 of 2



If parade # of: Participants \_\_\_\_\_ Animals \_\_\_\_\_ Floats \_\_\_\_\_ Bands \_\_\_\_\_ Other \_\_\_\_\_  
Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: \_\_\_\_\_  
Types of Rides: \_\_\_\_\_ Is Diagram of Layout Attached: Yes ☐ No ☒

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

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

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

Barricades: ☐ How many: \_\_\_\_\_  
Cones: ☐ How many: \_\_\_\_\_  
Portable Stage: ☐ Location: \_\_\_\_\_  
Electricity Needed: ☒ Where: Covered Pavilion area- standing poles  
Public Restrooms: ☒ Hours of Opening/Closing: Please leave open until 10 pm  
Street Banners: ☐ Locations: \_\_\_\_\_  
Additional City Trash Cans: ☒ 3 please  
Directional Parking Signs: ☐ Locations: \_\_\_\_\_  
Other: Parks Request: Please spray for ants in the field. Thank you.  
Light Tower- To be placed near splash park/restrooms

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

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

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

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

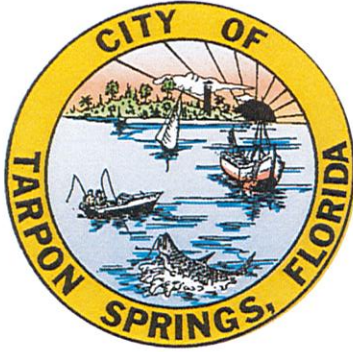
Ashley Harter

Signature of Applicant

12/13/2022

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  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *ak*  
**DATE:** 01/10/2023  
**SUBJECT:** Award File No. 230061-N-JL, Single Source Purchase of 2022 Chevy Silverado 5500 Flat Bed

---

### RECOMMENDATION:

Award File No. 230061-N-JL, Single Source Purchase of 2022 Chevy Silverado 5500 Flat Bed to Ferman Chevrolet of Tarpon Springs, FL, in a not to exceed amount of \$69,085.41, for Public Works Department – Roads & Streets Division.

### BACKGROUND:

The purpose of this purchase is to replace the Ford F-450 that was originally assigned to the department. The vehicle is used to support the Roads & Streets division in their daily operations. The current vehicle has become unserviceable and parts are no longer available to repair it (see attached memo). Ferman Chevrolet of Tarpon Springs, FL currently possesses a 2022 model, cargo flatbed that was cancelled by another customer, which met the needs and specifications for the City. A Notice of Single Source Intent was posted on Demandstar.com. No objections were received.

**FUNDING:** 001-4102-541-6400 – Roads & Streets

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

---

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: December 7, 2022

Re: File Number 230061-N-JL Purchase of 2022 Chevy Silverado 5500 Flat Bed

---

## **Recommend:**

Utilizing Single Source File No. 230061-N-JL with Ferman Chevrolet for the replacement of vehicle No. 5075 (Roads & Streets Ford F-450) with a 2022 Chevy Silverado 5500 flat bed in the amount of \$69,085.41.

## **Background:**

The parts needed to repair this vehicle are no longer available, so it has become unserviceable.

This vehicle is specifically used to transport tools and equipment to and from job sites. As such, it must be roadworthy and safe.

Funding will come from Roads and Streets # 001-4102-541-64.00.



Date/Time: 11/17/2022 11:30:57 AM

Buyer: City of City of Tarpon Springs  
 Home Phone: (727) 942-5629  
 Cell Phone: (727) 916-2658  
 Address: 324 E Pine St  
 Tarpon Springs, FL 34689

Salesperson: Service Department

# Ferman of Tarpon Springs

2022 Chevrolet Silverado 5500HD 1WT

No Photo  
 Available

Odometer: 5  
 Color: White  
 Body Type: Truck

Selling Price	\$65,401.64
Total Savings + Rebate	\$6,500.00
Total Selling Price	\$58,901.64
Government Fee	\$553.45
Proc/Doc Fee	0.00
Total Taxes	0.00
Accessories	\$9,630.32
Amount Financed	\$69,085.41

Itemized Accessories Flat Bed : \$9630.32

The payments shown above are estimates and include estimated taxes, title, and fees. Final payments and terms are subject to third party lender or lease company approval. The purchase or lease of a vehicle is subject to the terms and conditions contained within the final buyers order or lease order and any subject lease or retail installment sales contract. \*\*\*This proposal was created printed using VinSolutions Desking \*\*\*

X  
 \_\_\_\_\_  
 Customer Signature                      Date

X  
 \_\_\_\_\_  
 Manager Signature                      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  
**FROM:** Janina Lewis, CPPO, NIGP-CPP Procurement Services Director   
**DATE:** 01/10/2023  
**SUBJECT:** Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services

---

### RECOMMENDATION:

Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM OEM Parts and Services with Ferman Chrysler Nissan from an estimated annual amount of \$85,000, to \$93,843.53 an increase of \$8,843.53, for Public Works Department - Fleet Maintenance Division. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

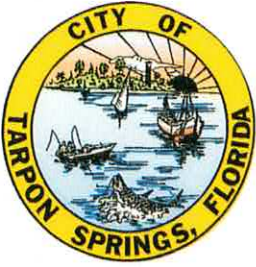
On October 26, 2021, the Board awarded File No. 220027-N-AM. On April 26, 2022, the Board approved an increase to \$70,000. On August 9, 2022, the Board approved an increase to \$85,000. The purpose of this contract is to provide Chevrolet/GM OEM parts and services to maintain City vehicles. Ferman has recently completed multiple repairs for the City that could not have been done in the fleet facility.

This increase is needed to pay the final FY22 invoices that were not transferred over to the new Fleet service advisors due to a change in staff (see attached memo). Ferman Chrysler Nissan is the local dealership for Chevrolet/GM parts and service. Approximately \$84,875 has been expended during the past twelve months.

**FUNDING:** Funding will be identified as parts and services are needed.

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 Director 

From: Michael Vecchione, Fleet Manager 

Date: December 20, 2022

Re: Increase File No. 220027-N-AM to Ferman Chevy

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## Recommend:

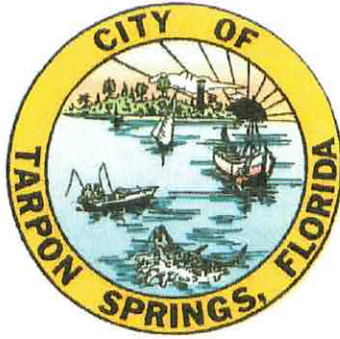
Increase File No. 220027-N-AM for Ferman Chevy (BPO #220125) in the amount of \$8,843.53

## Background:

Due to a change of service advisors at Ferman Chevy, the Fleet Department received these FY22 invoices during FY23, this happened because our invoices were not properly transferred to our new service advisor. Below are the ten (10) FY22 invoice:

Date:	Number:	Description:	Amount:
8/19/2022	41274007	Repair of PD vehicle 348	\$1353.26
8/24/2022	42050217	Parts for FD vehicle 1077	\$53.99
8/25/2022	41274422	Detail for PD vehicle 1214	\$100.00
8/30/2022	42050288	Parts for Meter Reader vehicle 6280	\$79.01
9/02/2022	41274747	Repair for PD vehicle 798	\$1483.14
9/07/2022	41275021	Repair for FD vehicle 1056	\$49.00
9/12/2022	41274835	Repair for Yardwaste vehicle 6393	\$1213.27
9/15/2022	41275474	Repair for Parks vehicle 6572	\$979.90
9/15/2022	41275228	Repair for PD vehicle 1146	\$3456.16
9/21/2022	41275847	Repair for Meter Maintenance vehicle 6231	\$75.50





# 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:** 08/09/2022  
**SUBJECT:** Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services

---

### RECOMMENDATION:

Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM OEM Parts and Services with Ferman Chrysler Nissan from an estimated annual amount of \$70,000 to \$85,000, an increase of \$15,000 through November 12, 2022, for Public Works Department - Fleet Maintenance Division. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

On October 26, 2021, the Board awarded File No. 220027-N-AM. On April 26, 2022, the Board approved an increase to \$70,000. The purpose of this contract is to provide Chevrolet/GM OEM parts and services to maintain City vehicles. Ferman has recently completed multiple repairs for the City that could not have been done in the fleet facility; some of these repairs were over \$3,000. The fleet division also utilizes Ferman for OEM vehicle parts, unfortunately the rising costs in vehicle parts has expended the latest increase in funds quicker than expected.

This increase is needed to cover additional repairs that may be required through the end of the contract term (see attached memo). Ferman Chrysler Nissan is the local dealership for Chevrolet/GM parts and service. Approximately \$68,100.87 has been expended during the past nine (9) months.

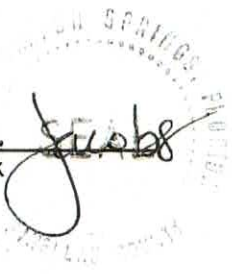
**FUNDING:** Funding will be identified as parts and services are needed.

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

*Mal L. Can*  
City Manager

Attest \_\_\_\_\_

*Jane S. Scrub*  
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 Director 

From: Michael Vecchione, Fleet Manager 

Date: July 20, 2022

Re: BPO 220125 increase for Ferman Chrysler Nissan

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## **Recommend:**

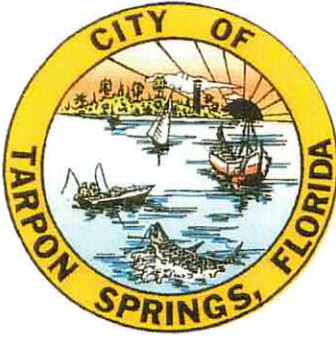
We recommend increasing PO 220125; Contract File No. 220027-N-AM for Ferman Chrysler Nissan, in the amount of \$15,000.00, from \$70,000.00 to \$85,000.00 for the Public Works Department – Fleet Maintenance Division.

## **Background:**

Ferman Chrysler Nissan is used to Gain OEM Parts and service for the majority of our vehicles, anything from police cars and SUV's to our bigger Ram, Dodge and Chevrolet work trucks. The Ferman dealer ship group is key in keeping our vehicles on the road due to the vast majority vehicle types that they service, also their shops being closely located to our facility contributes to a fast turnaround time, which allows us to get vehicles back on the road causing less downtime.

Ferman has recently completed multiple repairs for us that could not have been done in our fleet facility. Some of these repairs being over \$3,000.00. Our fleet department also utilizes Ferman for OEM vehicle parts, unfortunately vehicle part prices are at a high right now causing us to run on of funding quicker than expected.





# 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, Senior Procurement Analyst *AS*  
**DATE:** 04/26/2022  
**SUBJECT:** Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services

---

### RECOMMENDATION:

Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM OEM Parts and Services with Ferman Chrysler Nissan from an annual amount of \$35,000.00 to \$70,000.00, an increase of \$235,000 for a period through November 12, 2022, for Fleet Maintenance. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

On October 26, 2021, the BOC awarded File No. 220027-N-AM. The purpose of this contract is to provide Chevrolet/GM OEM parts and service to maintain City vehicles. Unexpected vehicle repairs over the past five (5) months necessitates this increase to cover additional repairs that may be required through the end of the contract term (see attached memo). Ferman Chrysler Nissan is the local dealership for Chevrolet/GM parts and service.

### FUNDING:

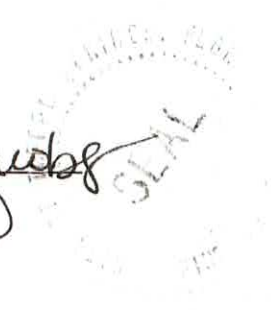
Funding will be identified as parts and services are needed

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

*M. J. L.*  
City Manager

Attest \_\_\_\_\_

*June S. Jacobs*  
City Clerk







## 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

April 27, 2022

On 4/26/2022, the BOC approved an award increase concerning Contract File No. 220027-N-AM, Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services, in the annual amount of \$35,000.00, from \$35,000.00 to \$70,000.00. This amount is reflected in the Board Meeting Minutes.

A Scrivener's error which included an incorrect award increase amount of \$235,000.00 was found in a previous copy of the BOC memo and was corrected on 4/25/2022 as confirmed in the attached email; however, the BOC executed the original copy not the revised copy that was approved at the BOC meeting on 4/26/2022.

The correct copy that was presented to the BOC and approved by the BOC on 4/26/2022 is attached.

Sincerely,

*Anela Saday*

Anela Saday, Senior Procurement Analyst

---



## Anela Saday

---

**From:** Judy Staley  
**Sent:** Monday, April 25, 2022 11:31 AM  
**To:** Anela Saday  
**Cc:** Janina Lewis  
**Subject:** RE: Correction to BOC Memo 4/26/2022 Meeting - File No. No. 220027-N-AM, Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services

This has been updated

Judy Staley  
Research & Information Officer  
City of Tarpon Springs

**From:** Anela Saday <asaday@ctsfl.us>  
**Sent:** Monday, April 25, 2022 11:15 AM  
**To:** Judy Staley <jstaley@ctsfl.us>  
**Cc:** Janina Lewis <jlewis@ctsfl.us>  
**Subject:** Correction to BOC Memo 4/26/2022 Meeting - File No. No. 220027-N-AM, Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services

Hi Judy,

An error was found on the BOC Memo for 4/26/2022 concerning Contract File No. 220027-N-AM, Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services. Please replace the copy previously submitted with the attached file. The increase should be \$35,000.00, from \$35,000.00 to \$70,000.00.

Please let me know if you have any questions or require additional information.

Thank you for your help.

**Anela Saday**

**Senior Procurement Analyst** | City of Tarpon Springs, Florida | 324 East Pine Street Tarpon Springs, FL 34689 | ph. (727) 943-4871 ext. 2299 | e. [asaday@ctsfl.us](mailto:asaday@ctsfl.us)

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.





# 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  
**FROM:** Anela Saday, Senior Procurement Analyst  
**DATE:** 04/26/2022  
**SUBJECT:** Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services

---

### RECOMMENDATION:

Increase File No. 220027-N-AM Single Source Purchase of Chevrolet/GM OEM Parts and Services with Ferman Chrysler Nissan from an annual amount of \$35,000.00 to \$70,000.00, an increase of \$35,000 for a period through November 12, 2022, for Fleet Maintenance. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

On October 26, 2021, the BOC awarded File No. 220027-N-AM. The purpose of this contract is to provide Chevrolet/GM OEM parts and service to maintain City vehicles. Unexpected vehicle repairs over the past five (5) months necessitates this increase to cover additional repairs that may be required through the end of the contract term (see attached memo). Ferman Chrysler Nissan is the local dealership for Chevrolet/GM parts and service.

### FUNDING:

Funding will be identified as parts and services are needed

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






**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

---

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director 

Date: March 14, 2022

Subject: Increase File #220027-N-AM for (OEM) Parts and Services

---

**Recommendation:**

Increase File #220027-N-AM for the purchase of original equipment manufacturer (OEM) parts and services to Ferman Chrysler Nissan for the period of November 13, 2021 through November 12, 2022, in an estimated annual amount of \$35,000.00 to \$70,000, which is an increase of \$35,000.

**Background:**

Due to unexpected vehicle repairs over the last five (5) months, it necessary to increase this contract amount for additional repair that may be required through the end 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

**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP Procurement Services Director *DL*  
**FROM:** Anthony McGee, NIGP-CPP, CPPO, CPPB, MBA, Senior Procurement Analyst  
**DATE:** 10/26/2021  
**SUBJECT:** Award File No. 220027-N-AM Single Source Purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) Parts and Services

### RECOMMENDATION:

Award File No. 220027-N-AM Single Source Purchase of Chevrolet/GM OEM Parts and Services to Ferman Chrysler Nissan for the period November 13, 2021, through November 12, 2022, in an estimated annual amount of \$35,000 for Fleet Maintenance. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

The purpose of this contract is to provide Chevrolet/GM OEM parts and service (see attached memo). Ferman Chrysler Nissan is the local dealership for Chevrolet/GM parts and service. Approximately \$24,000 has been spent during the past 11 months.

### FUNDING:

Funding will be identified as parts and services are needed

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

*AMR*  
City Manager

Attest \_\_\_\_\_

*Janina Lewis*  
City Clerk





**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

---

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: October 18, 2021

Subject: File #220027-N-AM for (OEM) Parts and Services

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**Recommendation:**

Approve the award of File #220027-N-AM for the purchase of original equipment manufacturer (OEM) parts and services to Ferman Chrysler Nissan for the period of November 13, 2021, through November 12, 2022, in an estimated annual amount of \$35,000.00 for Vehicle Maintenance.

**Background:**

The City has a total of 106 Chevrolet vehicles. There are 45 Chevrolet Tahoe's that are used by the Police and Fire Departments. In addition, there are 46 Chevrolet Silverado's in various departments, 7 passenger vans, 6 SUV's, and 2 large dump trucks. Fleet must purchase OEM parts and services for repairs and maintenance of Chevrolet and GM automotive equipment. Utilizing Ferman Chrysler Nissan, the local OEM dealership, will expedite purchasing the parts and services required to maintain the City's Chevrolet vehicles in good operation order.





# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street

P.O. Box 5004

Tarpon Springs, Florida 34688-5004

(727) 942-5615

Fax (727) 937-1766

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### MEMORANDUM

---

**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *gl*  
**DATE:** 01/10/2023  
**SUBJECT:** Recommend Review of Renewal, File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

---

### RECOMMENDATION:

Recommend Review of Renewal File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period January 11, 2023, through January 10, 2024, in an annual not to exceed amount of \$7,500.00.

### BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC.

The purpose of this agreement is to provide for the upkeep, maintenance and other associated costs of the restrooms. The original award stipulated that any renewal or extension of the agreement for an additional twelve month period must be approved by the Board of Commissioners. The restroom is stocked and kept clean by the current company. Attached is the current state of the restroom facilities located at the Sponge Exchange (see attached memo and photos).

Recommend the Board decide on whether or not to approve another year of maintenance fees, or condition the fees upon renovations of the restroom facilities.

**FUNDING:** 001-8802-519.4600 Non-Departmental General Fund






**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 

Date: December 6, 2022

Subject: Sponge Exchange Restroom Inspection

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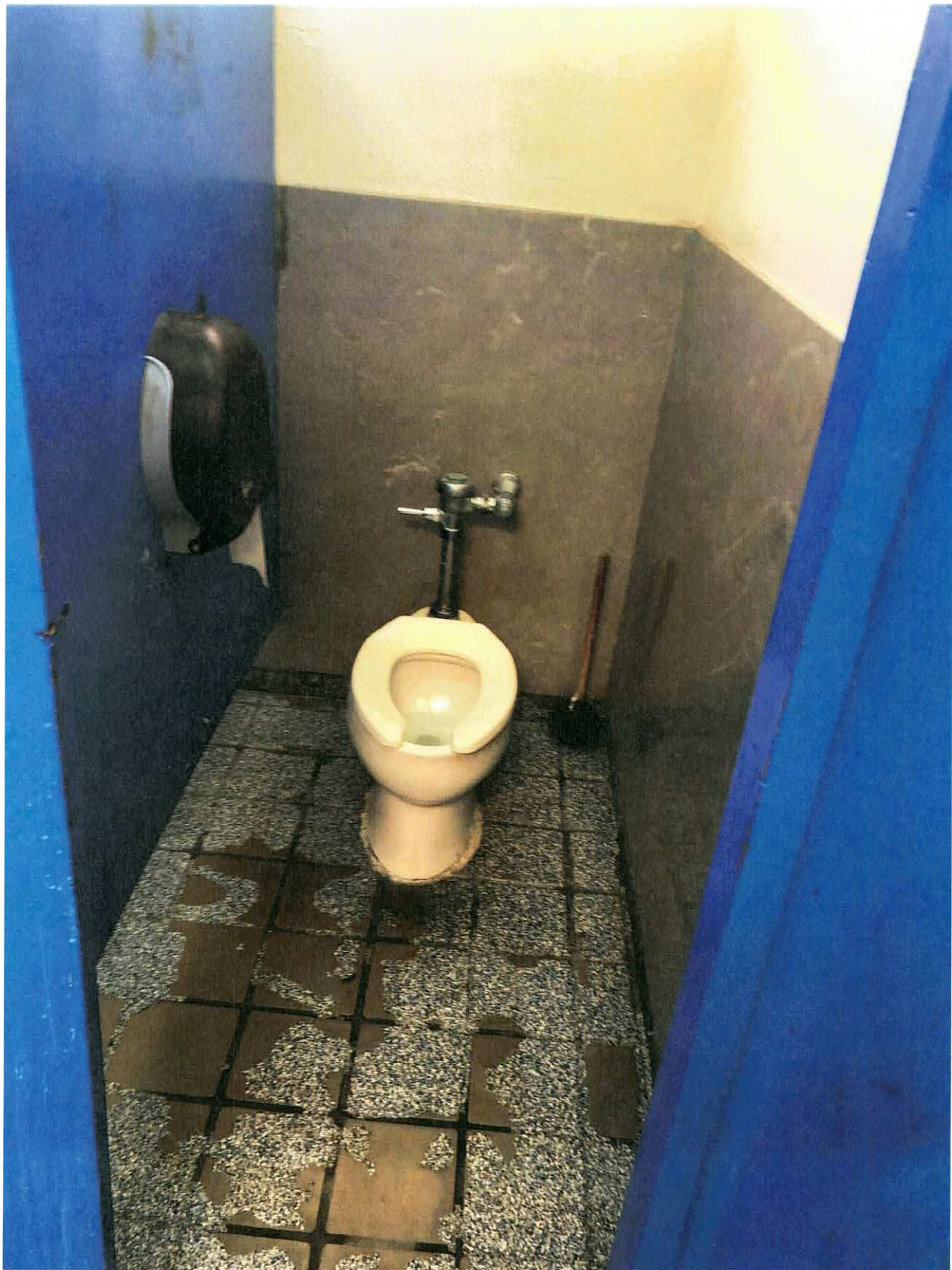
While the restrooms are in acceptable sanitary condition and well stocked, they are in need of repairs/replacement. We will continue our periodic inspections to ensure cleanliness.

We recommend re-evaluation in six (6 mos.).

Please see attached photos.



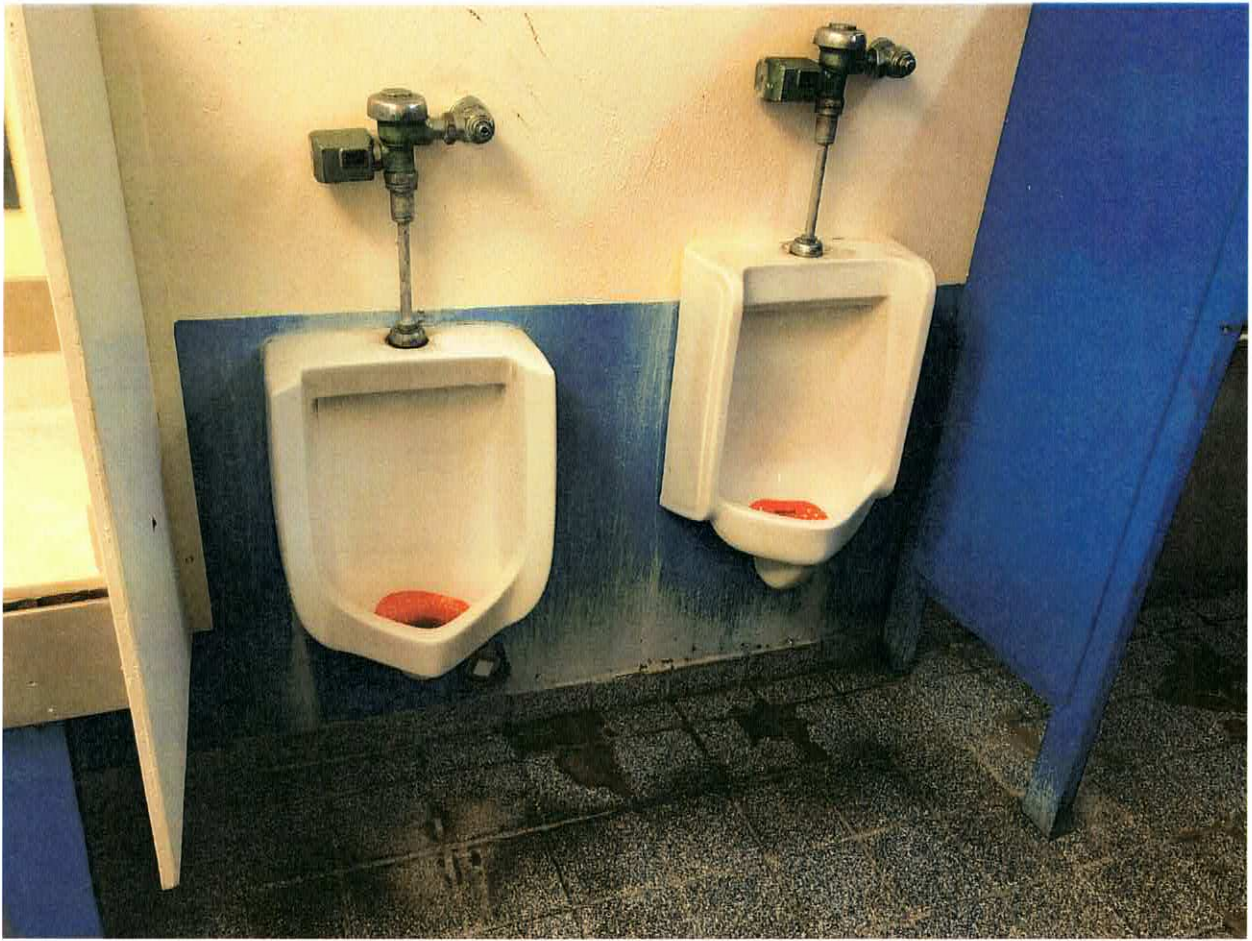
Men's Restroom









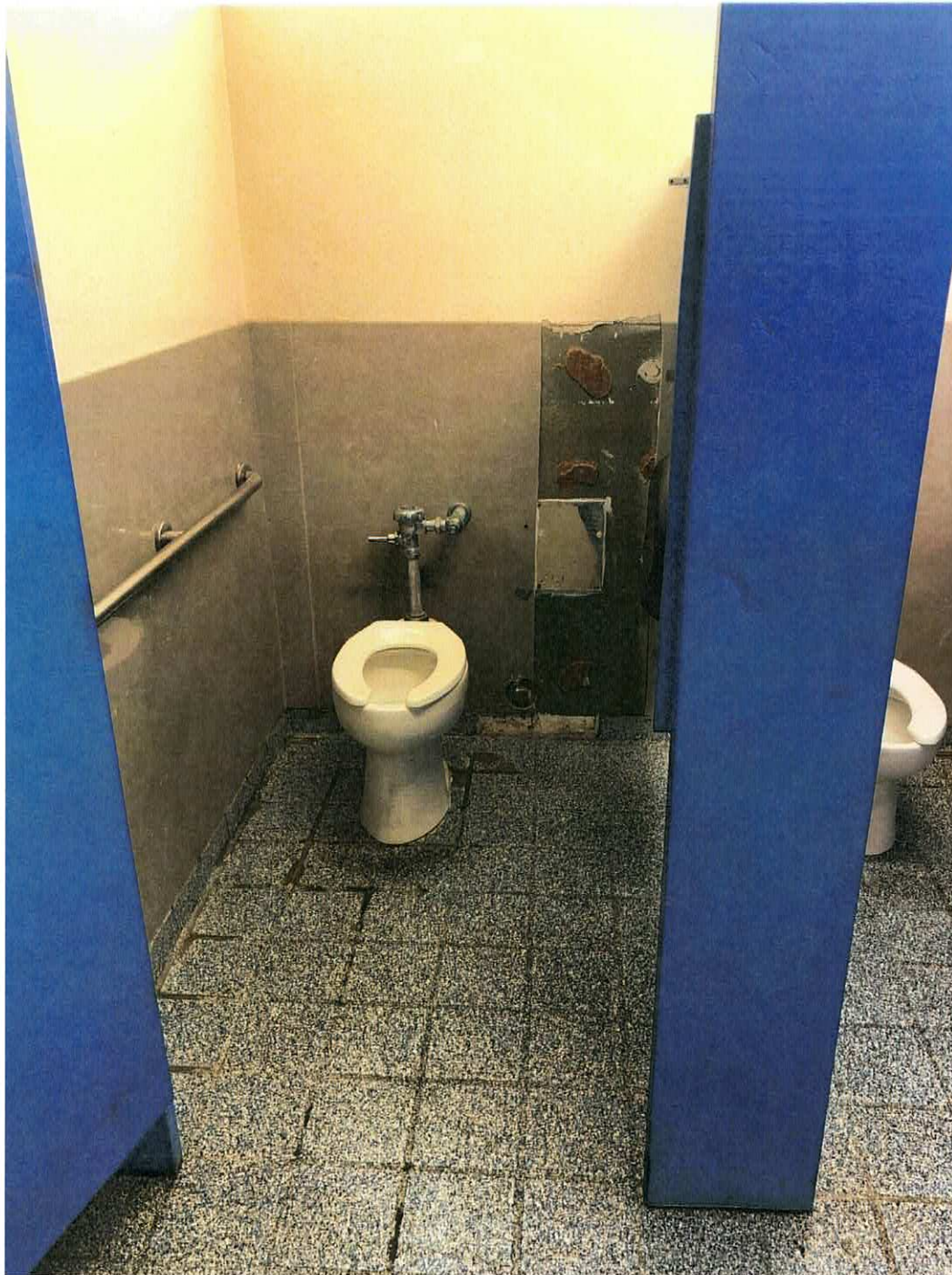




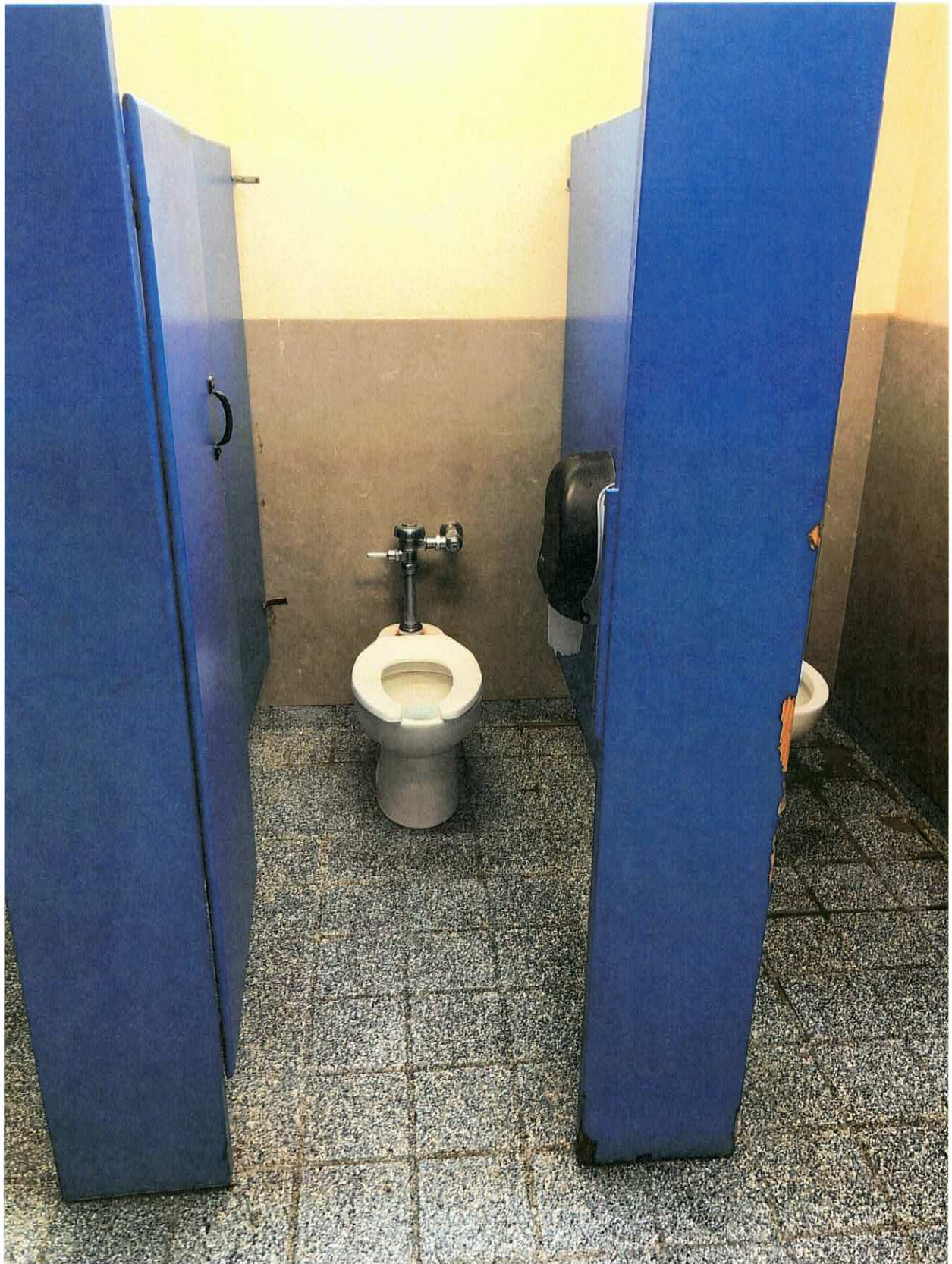
Women's Restroom



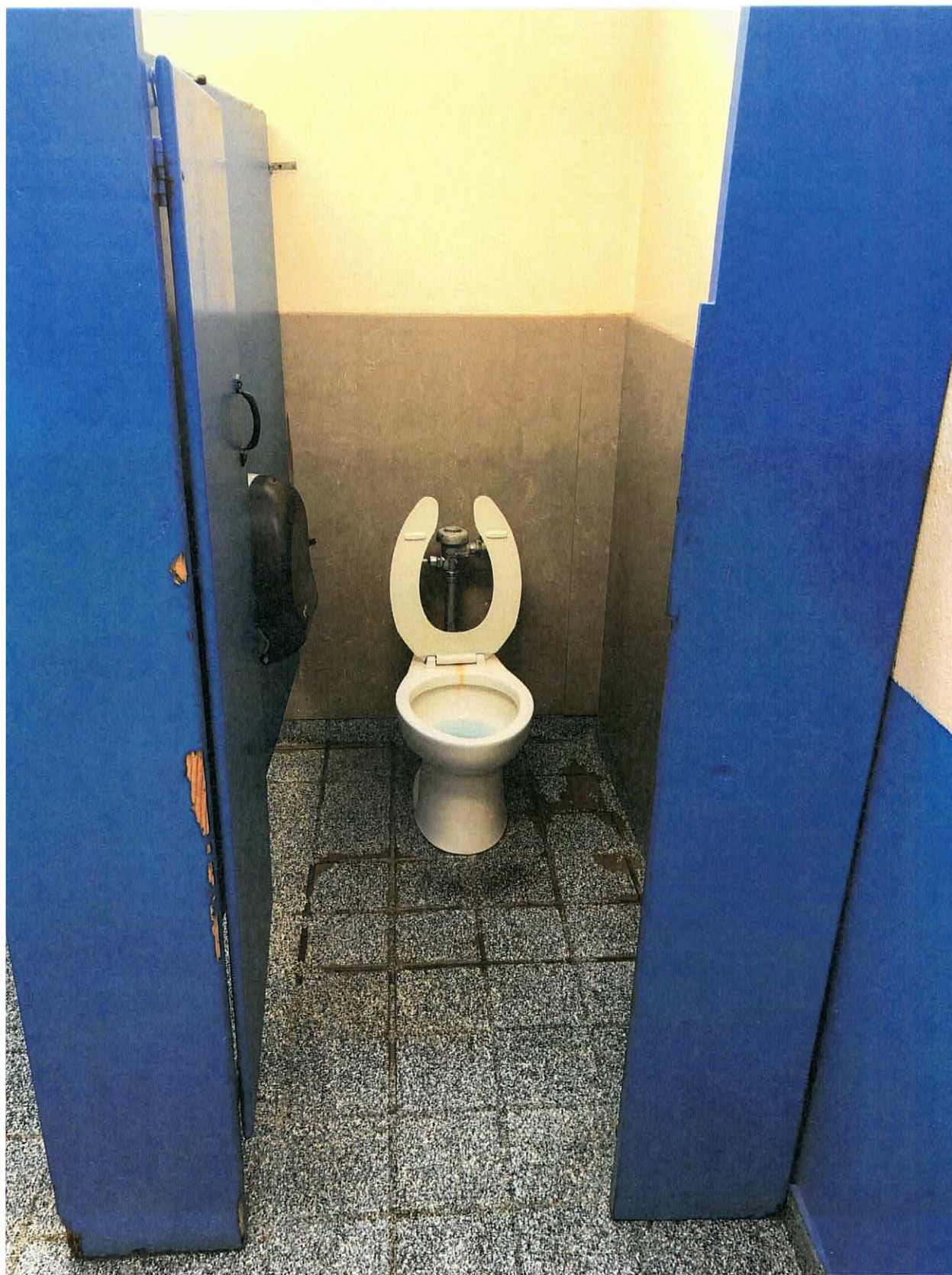














**AGREEMENT BETWEEN THE CITY OF TARPON SPRINGS AND  
N & Y PROPERTIES, LLC REGARDING MAINTENANCE OF THE  
PUBLIC BATHROOMS AT THE SPONGE EXCHANGE**

The **CITY OF TARPON SPRINGS**, a Florida municipal corporation, (hereinafter referred to as "City") and **N & Y PROPERTIES, LLC**, a Florida limited liability company (hereinafter referred to as "N & Y") agree as follows:

1. N & Y is the owner of the Sponge Exchange located at 735 Dodecanese Boulevard in the City of Tarpon Springs.
2. N & Y shall operate and maintain two (2) bathrooms – a men's room and a lady's room – for use by the public at the Sponge Exchange. N & Y agrees to keep and maintain the bathrooms in a clean and sanitary condition, in good working order and stocked with adequate bathroom supplies, including soap, paper towels, and toilet paper, at all times during the period of this agreement. Furthermore, N & Y shall keep the bathrooms open for use by the public at all times the Sponge Exchange businesses are open to the public and during the City's Night in the Island events.
3. The City shall contribute \$7,500.00 per year to N & Y toward the upkeep, maintenance and other associated costs of the bathrooms beginning December 1, 2021. The City's contribution shall be paid in twelve (12) equal monthly installments of \$625.00. Each installment shall be due on the last day of each month. The City's payments shall be contingent upon N & Y complying with its obligations set forth in paragraph 2 of this agreement.
4. N & Y shall assume all liability arising from the use, operation, or maintenance of the bathrooms and shall indemnify and hold the City harmless from any and all claims, demands or lawsuits for personal injury or property damage and all



damages, costs and attorney's fees incurred as a result of such claims arising from the use, operation or maintenance of the bathrooms.

5. This agreement supersedes and replaces all prior agreements concerning the bathrooms.
6. N & Y shall set up an account with the City to pay all water and sewer charges arising from the use and operation of the bathrooms and shall pay such charges as they become due. If this agreement is terminated by either party, the required deposit and other charges shall be paid to the account from the payment of the City.
7. This agreement shall be effective on December 1, 2021 and is for a period of twelve (12) months. Any renewal or extension of this agreement must be approved by the Board of Commissioners of the City of Tarpon Springs.
8. This agreement may be terminated by either party upon written notice to the other party thirty (30) days before the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last of the day and year written below.

ATTEST:

CITY OF TARPON SPRINGS

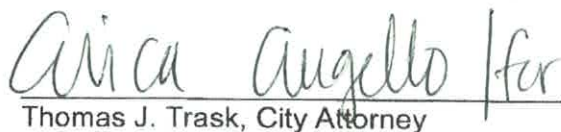
  
Irene S. Jacobs, City Clerk

By:

  
Chris Alahouzos, Mayor

APPROVED AS TO FORM:

Dated: 12-7-2021

  
Thomas J. Trask, City Attorney



**N & Y PROPERTIES, LLC**

By:   
Patty Kokkinos, Manager

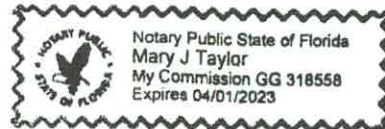
Dated: Dec-2-2021

STATE OF FLORIDA  
COUNTY OF PINELLAS

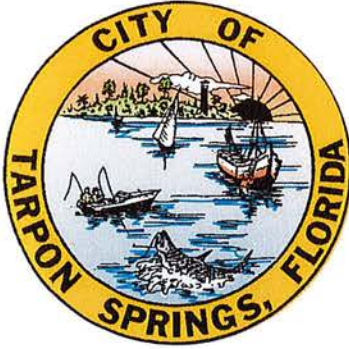
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online authorization, by Patty Kokkinos, Manager of N & Y PROPERTIES, LLC, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification, this 2nd day of December, 2021.

  
Notary Public, State of Florida

My Commission Expires: 04/01/2023







# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *gL*  
**DATE:** 01/10/2023  
**SUBJECT:** Award File No. 230085-N-JL, Single Source Purchase of Public Records Technician Services

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### RECOMMENDATION:

Award File No. 230085-N-JL, Single Source Purchase of Public Records Technician Services to Vivian Caphart, in the hourly rate of \$75.00/hour, not to exceed \$45,500, for the period January 11, 2023, through January 10, 2024, for the City Clerks' Office.

### BACKGROUND:

The City of Tarpon Springs is in receipt of a Public Records Request, which involves numerous emails and/or documents to be reviewed. The City has requested assistance with review of these documents for the purpose of release. During this process, emails and documents that contain confidential and/or exempted information will be noted by the Provider and statutes relative to the exemption/confidentiality will be recorded for reference (see attached memo and scope of work). This single source provider has the experience and capability to provide these essential services. This item was noticed as an Intent to Single Source on Demandstar.com. No Objections were received.

**FUNDING:** 001-0902-513.3100 – City Clerk

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

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





# *City of Tarpon Springs, Florida*

## **MEMORANDUM**

**BOC MEETING: JANUARY 10, 2023**

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS  
FROM: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR  
SUBJECT: PUBLIC RECORDS TECHNICIAN SERVICES

A handwritten signature in dark ink, appearing to be "ISJ", is written over the "FROM" line.

The City of Tarpon Springs received an extensive records request on October 21, 2022, which requires researching records dating back to 2019 to current. Due to the nature and volume of this request; the two amendments by the requestor; and the laws governing exempt information, we consulted with our Interim City Attorney, Regina Kardash for guidance. After our meeting with Attorney Kardash, Mayor Vatikiotis, and City Manager LeCouris, it was decided to seek outside assistance with a highly regarded individual, who is certified in this field. By seeking outside assistance for this records request, it would alleviate the extra hours this would have added to our normal everyday city clerk and collection duties. We then consulted with the City's Procurement Director, who guided us through the process of a "Notice of Intent" for a Single Source contract. Before you this evening is the result of that "notice of intent" and recommendation for contract award.



## PUBLIC RECORDS REQUEST REVIEW

Provided To: CITY OF TARPON SPRINGS

SOW ID: 2022-0032

Date: 12/19/2022

Revision Date:



## Executive Summary

City of Tarpon Springs (Customer) has requested that I, Vivian P. Caphart, provide a written quote and Scope of Work (SOW) to undertake the task of completing a review of emails and documents for release in response to a Public Records Request.

## Parties Responsibilities

### Customer's Responsibilities:

The Customer is responsible for providing the following:

1. Documents being emailed to pbsbyvivian1@yahoo.com in a format that can easily be retrieved for reviewing and redacting.
2. Provide copies of the Public Records Request(s) for clarification of what exactly is being requested.
3. Identify and assign authorized agency personnel(s) that has the authorization to work with Provider to answer questions, authorize work and to assist with the needs of accomplishing this process.

### Provider's Responsibilities:

The Provider is responsible for providing the following:

1. Staffing to complete required tasks as identified by the Customer.
2. Review of documents for content as it relates to the request.
3. Acknowledgment and complete review of the documents for redaction or approval for release.
4. If it is noted that a document or portion thereof cannot be released, the Provider will redact only that information and cite the statute that governs the exemption and/or confidentiality.
5. Provider will return the completed emails to the Customer in accordance with the method in which they were originally received. No documents will be permanently housed on the Provider's computer.
6. Provider will maintain an accurate record of hours performed to complete this task.



## Background

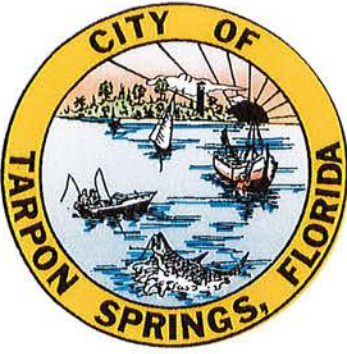
The City of Tarpon Springs is in receipt of a Public Records Request, which involves numerous emails and/or documents to be reviewed. The City has requested assistance with review of these documents for the purpose of release. During this process, emails and documents that contain confidential and/or exempted information will be noted by the Provider and statutes relative to the exemption/confidentiality will be recorded for reference.

## Pricing

The performance of the requested tasks under this SOW will be performed at an hourly rate of \$75.00. The Customer will be invoiced bi-weekly as work is completed. A W-9 form will be provided.

Pricing herein is valid for 30 business days after the Customer has received this written SOW.





# 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:** 01/10/2023  
**SUBJECT:** Award File No. 230088-N-JL Single Source Purchase of Caterpillar Original Equipment Manufacturer (OEM) Parts and Services

---

### RECOMMENDATION:

Award File No. 230088-N-JL Single Source Purchase of Caterpillar OEM Parts and Services with Ring Power Corporation, for the period of January 26, 2023, through January 25, 2024, in an estimated annual amount of \$140,000 for Public Works Department - Fleet Maintenance Division.

### BACKGROUND:

The purpose of this contract is to provide Caterpillar OEM parts and service for equipment. The City currently owns approximately twenty (20) pieces of Caterpillar branded equipment; to include, forklifts, front end loaders, backhoes, bulldozers, excavators, and skid steers. This equipment is essential for various City departments' work. Ring Power Corporation is currently the only Caterpillar OEM parts and service dealer in the Tampa Bay area (see attached memo).

**FUNDING:** Funding will be identified as parts and services are needed.

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

---

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Direction 

From: Michael Vecchione, Fleet Manager 

Date: December 20, 2022

Re: File No. 230088-N-JL for Ring Power Corporation, BPO Renewal

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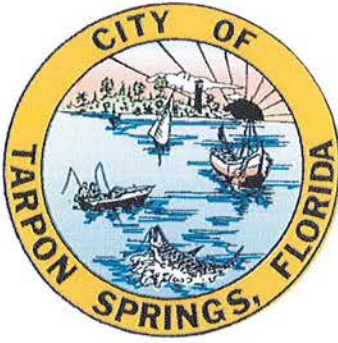
**Recommend:**

We recommend renewing Contract File No. 230088-N-JL for Ring Power Corporation, for the period of January 26, 2023, through January 25, 2024, in an estimated annual amount of \$140,000.

**Background:**

Ring Power Corporation is used to gain OEM parts and service for City owned Caterpillar branded equipment. The City currently own approximately twenty (20) pieces of Caterpillar branded equipment; to include, forklifts, front end loaders, backhoes, bulldozers, excavators, and skid steers. This equipment is essential for various City departments' work. Ring Power Corporation is currently the only Caterpillar OEM parts and service dealer in the Tampa Bay area.





# 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  
**FROM:** Anela Saday, CPPB, Senior Procurement Analyst  
**DATE:** 01/10/2023  
**SUBJECT:** Increase File No. 220067-N-JL, Single Source Purchase of Mental Health Resources

---

### RECOMMENDATION:

Increase File No. 220067-N-JL, Single Source Purchase of Mental Health Resources to Tampa Bay Psychology Associates, LLC (TBPA) in an estimated amount not to exceed \$48,665, an increase of \$665, for the Police (PD) and Fire Departments (FD).

### BACKGROUND:

On December 14, 2021, the BOC approved the subject contract utilizing American Rescue Plan Act (ARPA) funds. This increase is needed for PD and FD to pay final invoices through December 13, 2022, beyond the allotted \$48,000 ARPA award. The purpose of this contract is to provide the City's first responders with as needed holistic mental health resources. TBPA is a team of mental health professionals that specialize in the treatment of Law Enforcement, Fire Fighters, and other public safety/emergency responders (see attached memos). Pursuant to Florida Statutes 287.057 (5) (f), Contractual services and commodities are not subject to competitive solicitation requirements of this section: 6). Health services involving examinations, diagnosis, treatment, prevention, medical consultation, or administration.

**FUNDING:** 001-1002-521.31-00 \$500.00 - Police Department  
001-1102-522.31-00 \$165.00 - Fire Department

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

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





# Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH TARPON SPRINGS, FLORIDA 34689  
PHONE: (727) 938-3737 FAX: (727) 934-0598



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

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

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

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

To: Janina Lewis, Procurement Services Director  
From: Scott Young, Fire Chief   
Re: Request to increase PO# 220349 for Tampa Bay Psychology Associates  
Date: December 29, 2022

---

The Fire Department is requesting an increase to Contract File No. 220067-N-JL, PO# 220349/project# ARP002 in the amount of \$165.00 from \$16,000.00 to \$16,165.00, to pay for the final invoice through 12/13/22.

Tampa Bay Psychology Associates is a team of mental health professionals that specialize in the treatment of Law Enforcement, Fire Fighters and other public safety/emergency responders.

Funding for this will come out of account: Professional Services 001-1102-522.31-00





# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

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

Date: January 3, 2023

Ref: Request to increase PO# 220349 for Tampa Bay Psychology Associates

The Police Department (PD) is asking to increase the Purchase Order (PO# 220349) for Tampa Bay Psychology Associates in the amount of \$500.00. This is to pay the final invoice in accordance with file # 220067-N-JL/Project# ARP002.

Tampa Bay Psychology Associates is a team of mental health professionals that specialize in the treatment of Law Enforcement, Fire Fighters and other public safety/emergency responders.

Funding for this will come out of account: Professional Services 001-1002-521.31-00



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

WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*





**MEMORANDUM FOR:** Mark LeCouris, City Manager

**Date:** January 20, 2022

**Subject:** Signature Request, Mental Health Agreement for Police and Fire Departments with Tampa Bay Psychology Associates, File #220067-N-JL, Mental Health Services, ARPA Funds

Purpose. The purpose of this purchase is to provide the City's first responders to mental health care access. This item was approved by the Board for expenditure.

Request Signature on agreement for services. Total cost, \$48,000 for 12 months of services. If you have any questions please contact me.

Janina Lewis, CPPO, NIGP-CPP

Procurement Services Director





## **TSPD/TSFR PROGRAM OVERVIEW**

### **Tampa Bay Psychology Associates**

#### *TBPA Philosophy:*

Tampa Bay Psychology Associates, LLC (TBPA) is a premiere mental health practice specializing in the treatment of First Responders (including LEOs, Firefighters, EMS, civilian employees within these industries) and the family members of critical response personnel. TBPA utilizes evidenced-based treatment practices to assess and restore mental fitness and improve officer/employee resiliency. In addition, TBPA asserts the priority of using a wholistic approach to restoring, improving, and maintaining employee wellness. Holistic treatment requires the treatment and preservation of family health as it impacts the employee's overall performance. TBPA supports employers who wish to take a proactive step to build a more resilient agency by preventing mental health crises and address issues that do occur more effectively. Overall, TBPA aims to make officer mental wellness a priority from hire to retire.

#### *TBPA Practices:*

TBPA provides services that are informed by highly validated, evidenced-based treatment and crisis intervention modalities. Evaluations integrate only the most psychometrically sound assessment instruments that measure officers against both law enforcement and civilian populations for the most accurate prediction of mental fitness and abilities. Law enforcement evaluations are also informed by direct working knowledge of the unique issues, stressors, and coping skills of law enforcement personnel. TBPA law enforcement evaluations are intended to preserve the sanctity of the agency, safety of the public, but also to prevent further heartaches and hardships to potential/existing employees.

Although most services are conducted during normal business hours, TBPA maintains 24-7 crisis responding with the partnered agencies. TBPA professional's recognized that police departments and other first responding agencies do not close and major events/crises can occur at any time. The TBPA team is dedicated to maintaining the well being of our First Responders.

TBPA is centrally located to multiple residential and agency centers. The office space is clean, bright, comfortable and inviting to avoid the "sterile" feel of a doctor's office. Appointments run on-time in respect for all parties' time. Therapy dogs are present in the office to provide additional comfort and emotional support that may be needed during the course of treatment. The therapy dogs also help to ease any discomfort or tension the client may experience during the outset of contact. Consent for treatment, limits of confidentiality and/or mandated reporting to agency are fully disclosed to the client at the outset of treatment to facilitate confidence in the protection of their private information.

#### *TBPA Techniques:*

Therapy and crisis intervention techniques are based on evidenced-based and solution focused principles. Common modalities of therapy include Cognitive Behavioral Therapy (CBT), Eye Movement Desensitization Reprocessing (EMDR), Accelerated Resolution Therapy (ART), Dialectical Behavioral



Therapy (DBT), Positive Psychology, Motivational interviewing, substance abuse counseling, and solution focused treatment. The overall goal of treatment is to restore fitness or maintain overall wellbeing of employee health.

*TBPA Strengths:*

TBPA's largest strength is the degree of culturally specific and diverse knowledge/expertise with respect to First Responders (LEOs, Firefighters, EMS, related civilian employees) treatment and evaluation in one central organization. TBPA has earned a reputation among various municipalities and counties as a trusted resource for their employees and their family members. This reputation continues to grow.

*Operational Activities:*

TBPA provides the following services under the current contractual agreement:

- Mental Health & Wellness program development
- Counseling (mandatory or voluntary)
- Trauma treatment
- Specialty unit evaluations
- Crisis intervention, debriefing, stress management
- Restoration of fitness
- PTSD First Responder Legislation Training
- Therapy dog visits
- Substance abuse counseling
- Pre-Employment and Fitness For Duty Evaluations
- Administrative consultation.

## **PROPOSAL FOR CONTRACT SERVICES**

*Proposal for Contract Services with TSPD/TSFR:*

TBPA asserts the need to treat the employee mental health holistically. This includes the ability to provide preventative and restorative measures through training and counseling, respectively. Employees will be offered individual, family, or couple's therapy services and crisis intervention. A training schedule is also proposed to include: 1) annual PTSD training per department to meet First Responder Legislation requirement and 2) quarterly topical videos on various matters of mental health and resiliency.

*Justification Contract:*

As mentioned, employee health is critical for the overall psychological wellbeing of the individual, department and City. It is unreasonable to expect that our First Responders to be totally focused and fit for duty if they are provided with insufficient tools for restoring and building resiliency against traumatic exposures. Given the high risk of developing psychiatric disorders (such issues as PTSD, Depression, Anxiety, etc.) among First Responder, more than anything it is essential that we support them with tools that are restorative and healing. The individual psychological health of the employee directly impacts the overall ability of First Responder to find and engage in healthy coping



strategies and psychological adjustment. TPBA has experienced an ever-growing request for treatment among City of Tarpon Springs police and fire fighters.



# Tarpon Spring Police Department – Fee Schedule

Services	Includes	Fee
24/7 coverage	Telephone covered by specialized treatment providers	\$15,500
Counseling services Mandatory or voluntary	Provided by specialized treatment providers; Sessions scheduled during normal business hours.	\$165/50-minute session, pro-rated at 15-minute increments.
24/7 Crisis counselling sessions/CISM/On-Scene Responding	Services provided outside of normal business hours or services delivered outside of office.	\$200/50-minute session, pro-rated at 15-minute increments.
Topical Trainings	As requested by TSPD: examples provided on website – <a href="http://www.tampabaypsychology.com">www.tampabaypsychology.com</a>	\$200/hour
Pre-Employment evaluations	Sample provided	\$450
Fitness for Duty evaluations	Sample Provided	Cost varies based on presenting problem and amount of evaluation needed.



# Tarpon Springs Fire Department – Fee Schedule

Services	Includes	Fee
24/7 coverage	Telephone covered by specialized treatment providers	\$8,500
Counseling services Mandatory or voluntary	Provided by specialized treatment providers; Sessions scheduled during normal business hours.	\$165/50-minute session, pro-rated at 15-minute increments.
24/7 Crisis counselling sessions/CISM/On-Scene Responding	Services provided outside of normal business hours or services delivered outside of office.	\$200/50-minute session, pro-rated at 15-minute increments.
Topical Trainings	As requested by TSPD: examples provided on website – <a href="http://www.tampabaypsychology.com">www.tampabaypsychology.com</a>	\$200/hour
Pre-Employment evaluations	Sample provided	\$450
Fitness for Duty evaluations	Sample Provided	Cost varies based on presenting problem and amount of evaluation needed.



# Tarpon Springs Fire Department – Fee Schedule

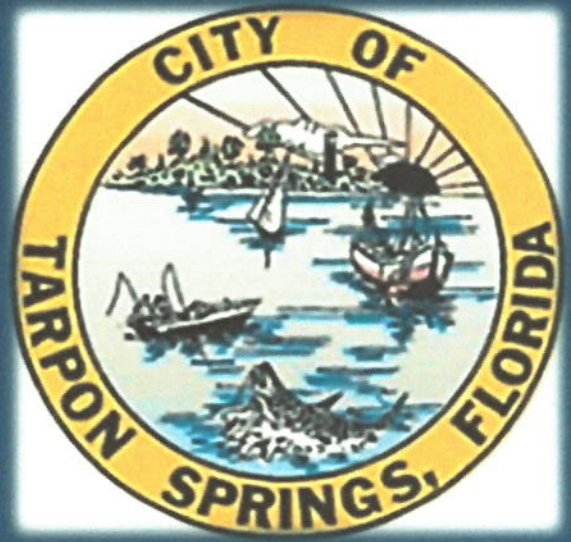
Services	Includes	Fee
<b>24/7 coverage</b>	Telephone covered by specialized treatment providers	\$8,500
<b>Counseling services Mandatory or voluntary</b>	Provided by specialized treatment providers; Sessions scheduled during normal business hours.	\$165/50-minute session, pro-rated at 15-minute increments.
<b>24/7 Crisis counselling sessions/CISM/On-Scene Responding</b>	Services provided outside of normal business hours or services delivered outside of office.	\$200/50-minute session, pro-rated at 15-minute increments.
<b>Topical Trainings</b>	As requested by TSPD: examples provided on website – <a href="http://www.tampabaypsychology.com">www.tampabaypsychology.com</a>	\$200/hour
<b>Pre-Employment evaluations</b>	Sample provided	\$450
<b>Fitness for Duty evaluations</b>	Sample Provided	Cost varies based on presenting problem and amount of evaluation needed.



**City of Tarpon Springs  
Office of the Internal Auditor**

**Audit of the Police  
Department (Property &  
Evidence)**

**Prepared by:  
Billy Poulos  
City Internal Auditor  
December 2022**



**Report #04\_2023**



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## City of Tarpon Springs Office of the Internal Auditor

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12/15/2022

Honorable Mayor Vatikiotis and Commissioners,

Enclosed is Audit #04-2023 of the Police department. This audit was conducted under the authority of the approved FY 2023 Internal Audit plan, and contains my analysis and conclusions based on the information available to me. The report contains seven observations. Management's responses are also included. I am available anytime to discuss the audit and will place it on a BOC Regular Session agenda in January 2023 for a brief presentation.

I would also like to thank Police Chief Young and his staff for their assistance during the audit process. Specifically, Casey Johnson in the Property Evidence Unit was extremely helpful as I had to rely on her for most of the data for testing purposes. Thank you.

Sincerely,

Billy Poulos  
City Internal Auditor

Cc: Mark LeCouris, City Manager  
Jeff Young, Police Chief



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## Executive Summary (Overall Auditor Opinion)

In accordance with the approved FY 2023 Internal Audit plan, I have completed the audit of the Police Department ("Department" or "TSPD"). The audit was conducted using the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (i.e., Red Book Standards) as a framework and guide. I believe that the evidence obtained and reviewed provides a reasonable basis for the findings and observations in this report.

Like all law enforcement agencies, the Tarpon Springs Police department has a number of risks that it must contend with on a daily basis. One of these risks is having to handle property and evidence. These items generally include confiscated evidence, recovered stolen property, lost or abandoned objects, surrendered medications from citizens, and others. Police officer's initially bring in property/ evidence, but the Property Evidence Unit ("PEU") is tasked with processing, storing, and ultimately disposing of it. For the purposes of this audit, this is called the property and evidence process.

The property and evidence process is all-encompassing and involves both officers and support staff who must work in tandem but maintain a certain degree of separation in order to preserve the integrity of the property/ evidence. They must protect it from being spoiled, tainted, tampered with for personal or occupational gain, mis-marked, or disturbed in any way, as this could lead to a host of undesirable outcomes. Failure to have a proper control system in place could lead to the risk of wrongful convictions or exonerations, civil or criminal penalties for those involved, reputational damage for the department and the City as a whole, and a lack of confidence in the criminal justice system. Due to the daily influx of property/ evidence and the consequences of mishandled items, the property and evidence process was reviewed to determine if adequate controls exist to minimize the department's risks.

The operational controls surrounding the property and evidence process appear to be adequate and working as intended. Individual tests were performed for each phase of the property and evidence process and no exceptions were noted. These operational controls include:

- Clear separation of duties between officers and PEU staff.
- A robust records management system ("RMS") with appropriate access levels for officers and PEU staff.
- Clear, organized, and up-to-date policies and procedures (Aka. "General Orders") that provide the proper control framework by clearly defining the roles and responsibilities for officers and PEU staff throughout the process.

Controls surrounding property and evidence would not be complete without adequate physical controls. The department accomplishes this by utilizing a multi-layered approach to physically protect property and evidence. This is accomplished by having locked vaults, safes, refrigerators/ freezers, and lockers, that are inside a locked and fenced-in area, that is inside the locked (Electronic keycard access) and video monitored property and evidence room. The outside storage area for larger items and explosive/ flammable items also features a similar multi-layered approach where items are stored in a container/ room within a room.

Overall, the proper controls appear to be in place to prevent and detect any activities that could compromise the integrity of property/ evidence in the department's possession. Although difficult to quantify or measure, the overall environment surrounding the property and evidence process appears to be serious, methodical, and cautious, with complete and accurate documentation throughout the



process (Especially as it pertains to chain of custody of items). This type of environment is ideal considering the level of risk the department and the City face when dealing with property and evidence. Appropriately structured and executed controls combined with this type of environment make it difficult for a “bad actor” to circumvent them without the help of others in the organization. A prime example of this control environment is evidenced by the department performing an annual inventory audit, which is an internal policy requirement. The inventory audit is performed by a member who is not directly connected to the property and evidence room and the report is submitted to the Chief of Police. They also perform this inventory audit when there is a change in property custodians. The latest inventory audit was reviewed and appeared to be thorough, well documented, and had no discrepancies.

Lastly, the department voluntarily undergoes a triennial review from the Commission for Florida Law Enforcement Accreditation, which has consistently recommended that the department be reaccredited due to their adherence to professional standards that are designed specifically for law enforcement agencies.

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

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

## **OBSERVATIONS:**

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- #1: Police officers are properly “bagging & tagging” property and evidence as per policy.**
- #2: The Evidence Technicians are properly inputting information into the ACISS system.**
- #3: The department’s inventory of property/ evidence is being stored properly.**
- #4: The department has complete and proper chain of custody documentation for property/ evidence that is transferred, checked in/ out, or disposed of.**
- #5: Property/ evidence is being destroyed according to department policy.**
- #6: The department has the necessary physical security and information system controls to maintain the integrity of the property and evidence in their possession.**
- #7: The Department has consistently been reaccredited by the Commission for Florida Law Enforcement Accreditation.**



## Background of the Department

The Tarpon Springs Police department is a full-service accredited law enforcement agency with 79 employees, of which 55 are sworn officers and 24 are civilian support staff<sup>1</sup> (See [Appendix A1](#) for the Organizational Chart). The Department is primarily funded through the City's general fund and is the largest department in the City, both in number of employees and budget size. The department is divided into two divisions that are each managed by a Major<sup>2</sup>, Field Operations and Administration. In addition to traditional patrol and investigative functions, the department has an award winning School Resource Officer unit, an award winning Accreditation unit, a Special Weapons and Tactics Team, a Training unit, a Traffic Homicide unit, a Bicycle patrol unit, a detective assigned to a county wide drug task force, a detective assigned to the Federal Drug Enforcement Agency, a crime scene technician, a K-9 Officer, a crime prevention unit, an organized neighborhood crime watch program throughout the City, and a Cops/Kids Program. The Department serves a population of over 26,000 residents and has a patrol area of 16 square miles. The Chief of Police is Jeff Young who is a 29-year veteran of the department and was appointed to the position in early 2021.

## Audit Objectives, Scope, & Methodology

This is a compliance-based audit with the main objective centered around the controls for the various phases of the property and evidence process. Like many of the department's functions, property and evidence has a great deal of inherent risk. However, unlike many of its functions, the risks associated with property and evidence are manageable with strong controls. The specific audit objectives were to examine each phase of the property and evidence process and perform an audit test on each one to determine if proper controls are in place and working as intended. The property and evidence process was broken down into five interrelated and progressive phases for audit testing purposes, which include:

- 1) Intake
- 2) Processing
- 3) Storage
- 4) Check-in/ out
- 5) Disposition

Specifically, the audit tests were designed to ensure either compliance, completeness, accuracy, existence, or occurrence (or a combination of these) for each phase in the property and evidence process. For example, the storage phase consists of property and evidence that is being held until it is checked-in/ out and/ or ultimately disposed of. The inventory in storage was tested for compliance, completeness, existence, and accuracy. [Table #1](#) below describes the audit objectives for each phase of the process and the type of audit test performed.

The risk factors that were considered in deciding the objective of the audit were:

- Compliance risks: State laws, judicial rulings, and/ or internal policies and procedures related to property and evidence not being adhered to.
- Legal risks: Criminal and/ or civil penalties for police officers and/ or support staff if evidence is not handled appropriately or legally.

<sup>1</sup> As per documents provided by the department, the 79 employees include the Code Enforcement department which is part of the Police department and has 2 employees (1 Code Enforcement Officer & 1 Code Enforcement Clerk).

<sup>2</sup> A Major is the rank directly below the Chief of Police.



- Reputational risks: The City's reputation as having a rogue or negligent police force, or simply the reputation for doing "sloppy police work".
- Human risks: Wrongful convictions or acquittals due to spoiled, altered, or mishandled evidence.
- Confidence risks: The resident's confidence in the criminal justice system if evidence is spoiled, altered, or mishandled (whether intentionally or accidentally).

**Table #1: Overview of the audit objectives and type of audit tests performed.**

Property & Evidence Phases	Audit Objectives for Each Property & Evidence Phase	Type of Audit Test
<b>Intake</b>	Determine if officers are "bagging & tagging" evidence in accordance with internal policies and procedures.	<ul style="list-style-type: none"> <li>• Compliance</li> <li>• Completeness</li> </ul>
<b>Processing</b>	Determine if evidence technicians are accurately inputting property/ evidence information into the records management system.	<ul style="list-style-type: none"> <li>• Completeness</li> <li>• Accuracy</li> </ul>
<b>Storage</b>	Determine if property & evidence is accounted for, accurately labeled, and categorized.	<ul style="list-style-type: none"> <li>• Compliance</li> <li>• Completeness</li> <li>• Existence</li> <li>• Accuracy</li> </ul>
<b>Checking-In/ Out</b>	Determine if chain of custody documentation exists for items that have been transferred in/ out of the Property Evidence Unit's possession.	<ul style="list-style-type: none"> <li>• Completeness</li> <li>• Accuracy</li> <li>• Existence</li> </ul>
<b>Disposition</b>	Determine if evidence is destroyed in accordance with internal policies and procedures.	<ul style="list-style-type: none"> <li>• Compliance</li> <li>• Completeness</li> <li>• Occurrence</li> </ul>

Audit testing involved the random sampling of 15 items for each test. This was based on 487 case numbers (I.e.. Population size) that were active during the audit period, as the unique identifier used to run the sample<sup>3</sup>, which had a confidence level of 95%. The scope of the audit was from 1/1/2022 to 7/31/22, which was reasonable since the department tries to dispose of property and evidence within six months of meeting all legal requirements to do so. Also, given the positive results of the audit tests, there was no need to expand the scope. The following is an overview of the activities performed:

- Reviewed information provided by the department: Internal policies and procedures which are called general orders, contracts, memorandums of understanding, approved budgets, background/ historical information about the department, and other relevant information.
- Performed in-person interviews with various staff for clarification of departmental functions and to help identify risks.
- Conducted walkthroughs with staff on the property and evidence process and the various secure

<sup>3</sup> There were a total number of 1,701 pieces of property/ evidence that were attached to 487 active cases during the audit period. Cases were used as the unique identifier rather than number of pieces of property/ evidence so that each case would have the same probability of being selected. The first piece of property/ evidence was tested for each case that was sampled.



rooms/ areas mentioned throughout this report.

- Worked with staff to perform audit tests and obtain data, as access to the department's records management system ("ACISS") is limited to members of the Property Evidence Unit and a few other people in the organization, so reliance on staff was needed to obtain data, records, and physically inspect property/ evidence.
- Performed sampled testing of case reports, property reports, documents authorizing the disposal of property/ evidence, and actual property/ evidence.

### **Overview of the Property and Evidence Process:**

In order to determine if adequate controls exist around the property and evidence process, it must be defined and the people responsible for its operation must be identified. As mentioned earlier, the Property Evidence Unit ("PEU") is responsible for handling all of the property/ evidence that comes into the department's possession. This unit is managed by a property custodian who is a sworn officer with the rank of Sergeant<sup>4</sup> who reports directly to the Administrative Major. Directly below the property custodian is an evidence technician who handles most of the day-to-day operations of the unit. The PEU uses a software system called ACISS<sup>5</sup> as their records management system which provides all the necessary functionality in real time, and a detailed history of each piece of property/ evidence (i.e., When it arrived, if it was checked out/ in, when it was disposed of, etc.). The property and evidence process contains five main phases as explained below. See **Diagram #1** for an illustration of the property and evidence process, along with the audit tests performed for each phase.

#### **#1) Intake Phase:**

The intake phase is the start of the property and evidence process and begins after items are gathered in the field by police officers<sup>6</sup>. The officers can "bag & tag" property & evidence in the field (If practical) as they carry tags, stickers, etc. in their police cruisers, or they can transport it to the City's Public Safety Facility (i.e., "Police station"). At the police station, officers use the "bag & tag" room to label, mark, weight, and package property & evidence<sup>7</sup>. This is a secure room that is monitored, has electronic card access, and is limited to officers, members assigned to the PEU, or an authorized individual who is escorted by a member of the PEU and has signed an entry/ exit log. After the property/ evidence is "bagged & tagged", the officer can submit it directly to the evidence technician or place it in the evidence lockers for retrieval by the technician at a later time (Usually if it is outside of normal business hours). To ensure that property and evidence is handled properly, the "bag & tag" room has a television that provides instructions on how to properly handle evidence that plays on a loop, along with a manual for additional reference. This is a clever way to prevent an officer from making a mistake, as it is

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<sup>4</sup> A sergeant is one level below a Major and two levels below the Chief of Police.

<sup>5</sup> The Augmented Criminal Investigation Support System ("ACISS") is a property and evidence records management system designed exclusively for law enforcement. TSPD has access to the system at a reduced cost due to a memorandum of understanding with the Pinellas County Sheriff's office, who is absorbing the cost of the applicable licenses. This is being done in an effort to foster cooperation between local law enforcement agencies, especially as it relates to investigations that may overlap. Sharing information in ACISS can help reduce redundant or conflicting investigations.

<sup>6</sup> This audit only covers property & evidence that is gathered and submitted by police officers. For certain crimes and/ or complex crime scenes, a Crime Scene Technician may be called in to gather property & evidence and submit it, but these instances are not very common and are therefore excluded from this report.

<sup>7</sup> Property & evidence must be "bagged & tagged" and given to the evidence technician or placed in evidence lockers prior to the end of the officer's tour of duty. Any exception to this must first have documented supervisory approval and is only allowed under exceptional circumstances.



constantly explaining the proper way to handle property/ evidence. As per GO# 293.061, the officer is required to submit the actual property/ evidence along with a written report (Aka. Case report) which includes identifying and descriptive information such as exact quantity and/ or weight, date and time received, location where collected or received, name, address, and date of birth of the person from whom the property/ evidence was received, owner's name (if known), name of member receiving the property/ evidence, and the case number.

## **#2) Processing Phase:**

The processing phase is when the evidence technician receives or retrieves the property/ evidence along with the officer's case report. The technician inspects the property/ evidence to ensure it is marked, labeled, and packaged correctly, and that the officer's case report is accurate. The technician inputs the information in the ACISS system and creates a bar code sticker that is affixed to the items being submitted. After the property/ evidence is inspected, inputted into the system, and bar coded, it is then put in the appropriate area for storage.

## **#3) Storage Phase:**

The department has two main storage areas, a secure fenced-in area inside the property and evidence room, and a secure area outside of the property and evidence room. The fenced-in area inside the property and storage room has the following:

- Evidence lockers/ bins for small items.
- Refrigerator/ Freezer for blood, semen, & other perishable evidence.
- Vault for guns (High liability storage).
- Safe for money, jewelry & precious metals.
- Vault for narcotics.

The outside area is used for larger items, explosives, or flammable items and has the following:

- Bomb box for explosives and flammable substances.
- Bulk storage for larger items (Ex. Bicycles).

## **#4) Check-In/ Out Phase:**

The check-out/ in phase usually refers to evidence that is needed for court or sent to a lab for analysis and is checked out by an officer through the evidence technician. On occasion, the evidence technician may be requested to check-out evidence and physically transport it. The area of importance with this phase is to ensure that the chain of custody is maintained for all property/ evidence, by having complete and accurate documentation.

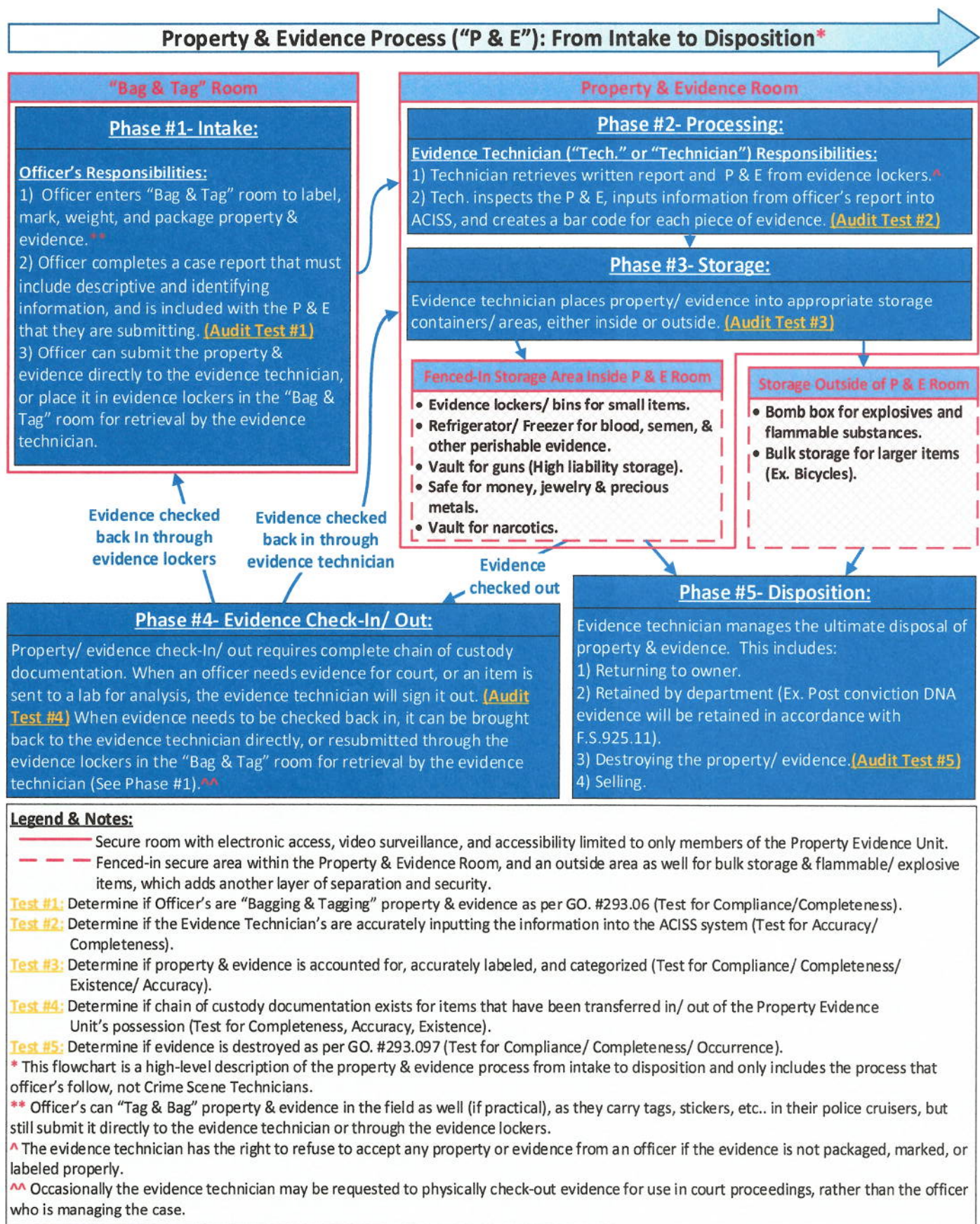
## **#5) Disposition Phase:**

Disposition refers to the ultimate disposal of property & evidence. There are several ways in which evidence is disposed of including:

- Returning the property/ evidence to the owner.
- Retaining of the property/ evidence by the department (Ex. Post-conviction DNA evidence will be retained in accordance with F.S.925.11).
- Destroying the property/ evidence.
- Selling the property/ evidence.



**Diagram #1:** Overview of the property & evidence process from intake to the disposition phase, along with the audit tests conducted for each phase.



Source: Analysis of General Orders and interviews with department staff.



## Results: Findings

No findings were noted during the testing of the property and evidence phases.

## Results: Observations

**Overall Observation:** Each phase of the property and evidence process appears to have adequate operational and physical controls to ensure the integrity of property and evidence from the moment the department takes possession of the items until they are disposed of.

### **Observation #1: Police officers are properly “bagging & tagging” property and evidence as per policy.**

The department’s internal policies and procedures (General Orders #293.06 – #293.061 ) require an officer who is submitting property/ evidence to complete a written report (Aka. “Case Report”) detailing how the property came into the agency’s possession, along with the following information (Before the end of their tour of duty):

- A detailed description of the item(s) collected including make, model, and serial number, if known,
- The exact quantity and/ or weight,
- The date and time received,
- The location where collected or received,
- The name, address, and date of birth of the person from whom property/ evidence was received,
- The name of the owner (If known),
- The name of the member receiving the property/ evidence,
- The case number.

A random sample of 15 case reports submitted by officers were reviewed for compliance with the aforementioned general orders. All sampled reports were complete and had the required information, and **no exceptions were noted**.

Since “bagging & tagging” is the start of the administrative side of the property and evidence process, any errors could potentially carry through to the other phases, so this step is especially important. Management is aware of this and has installed a small television in the “bag & tag” room that plays a tutorial on the proper way to “bag & tag” evidence on a continuous loop. There is also a manual for reference if needed. The room is secure and free of distractions and also contains scales, labeling equipment, stickers, tags, containers, and other items to help the officers with this process. Taken together, these create a task management control system that helps ensure the accuracy and completeness of the property/ evidence that is entered into the facility.

**Recommendation(s):** None.

### **Observation #2: The Evidence Technicians are properly inputting information into the ACISS system.**

After the police officer’s “bag & tag” property/ evidence, they submit it along with their case report to the evidence technician directly or place them in evidence lockers in the “bag & tag” room for the technician to pick up at another time (Usually if the submission is after normal business hours<sup>8</sup>). The technician inspects the property/ evidence to ensure it is marked, labeled, and packaged correctly, and

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<sup>8</sup> The evidence technician can also be called in after hours to take possession of an item if necessary.



that the officer's case report is accurate. The technician inputs the information in the ACISS system and creates a bar code sticker that is affixed to the items being submitted. After the property/ evidence is inspected, inputted into the system, and bar coded, it is then put in the appropriate area for storage.

The evidence technician has the right to refuse to accept property/ evidence that is not marked, labeled, or packaged according to policy, as they will now be responsible for the items. This ability to refuse noncompliant items is a strong control and ensures a distinct separation of duties. After the evidence technician enters the information into ACISS, a "property report" is created and becomes the guiding document that includes all of the relevant information (i.e., Case number, inventory of items, chain of custody information, owner's identifying information, etc.). The property report is a "living" document in that it changes every time there is a change to the property/ evidence that it is attached to. For example, if a piece of evidence is checked out, the property report will reflect that in the chain of custody section of the property report.

A random sample of 15 property reports created by the evidence technicians were reviewed and matched against the corresponding officer's case reports to determine if they match. **No exceptions were noted** which indicates that the evidence technician's property reports are complete, accurate, and corresponds to what the officers have submitted via their case reports.

**Recommendation(s):** None.

**Observation #3: The department's inventory of property/ evidence is being stored properly.**

The department has two main storage areas, a secured, fenced-in area inside the property and evidence room, and a secured area outside of the property and evidence room. As noted earlier, the type of property/ evidence will dictate where it is stored. Smaller or valuable items will be stored in the fenced-in area inside the property and evidence room, whereas larger or explosive-type items will be stored in the secured area outside of the property and evidence room.

The Property Evidence Unit and more specifically, the property custodian, is responsible for all property/ evidence stored by the department. He is responsible for ensuring the property/ evidence in their inventory is complete, accurate, available for check-out, and secure. A random sample of 15 separate items (based on case number) were chosen to test this, and **no exceptions were noted**. All of the items tested were available for inspection, properly packaged, clearly marked, labeled, and matched the information contained in the property reports and records management system.

**Recommendation(s):** None.

**Observation #4: The department has complete and proper chain of custody documentation for property/ evidence that is transferred, checked in/ out, or disposed of.**

Property and evidence is transferred in and out of the department's possession for many reasons. These can include sending an item to a lab for analysis or verification, intra-agency transfers for investigative purposes (Ex. Pinellas County Sheriff's Office to Tarpon Springs Police Department and vice versa), evidence needed for presentation in court proceedings, and many others. Regardless of the reason, when an item is moved out of the department's secure facility, chain of custody documentation must be maintained so that the items integrity can be relied upon. General Order #190.19 codifies this and requires specific items that must be included in the documentation, including:

- A description of the items collected/transferred



- Date, time, and method of transfer
- Reason for the transfer
- Receiving person's name and responsibility
- The location and identity of the person from whom property was obtained
- The name of the person collecting the item.
- If taken to a laboratory; Name and location of the laboratory, synopsis of the event, and examination desired
- Date and time of receipt in the laboratory
- Name of person in the laboratory receiving the evidence

Chain of custody documentation is a built-in feature of the ACISS system, and the chain of custody history appears in the property reports. While reviewing property reports for prior audit tests, the chain of custody documentation was spot-checked for accuracy and completeness. **No exceptions were noted** as each item that was checked out had a one-to-one correlation, which means that each item that was checked out, had the corresponding documentation that stated it was checked back in, along with its current status (Ex. Pending disposal, added to inventory, etc.). In addition, the information in the property reports was complete and accurate as all the required information noted above was present.

**Recommendation(s):** None.

**Observation #5: Property/ evidence is being destroyed according to department policy.**

The final disposition of property/ evidence falls into four major categories. These include:

- 1) Returning the property/ evidence to the owner.
- 2) Retaining of the property/ evidence by the department (Ex. Post-conviction DNA evidence will be retained in accordance with F.S.925.11).
- 3) Destroying the property/ evidence.
- 4) Selling the property/ evidence.

The audit test for this phase focused on the destruction of property/ evidence because of the high risk associated with the finality of destruction. Once something is destroyed, it can never be recouped or used again, so the decision to destroy something must be thorough and documented. Additionally, some items like narcotics require a court destruction order before they can be destroyed. According to General Order #293.097,

“When evidence is destroyed, the date, time, a list of the items destroyed, and names of witnesses to the destruction will be recorded on the appropriate property report and property log”.

Since it would not be practical to destroy evidence every day, week, or month, the department destroys it in large batches. The process includes a court order (For the narcotics) signed by a judge that lists the items to be destroyed, and an affidavit from the persons involved with and witnessing the destruction. The affidavits are also notarized. The documentation from a batch of property/ evidence that was recently destroyed by the Pinellas County Solid Waste department was reviewed and included all of the aforementioned documentation. **No exceptions were noted.**

**Recommendation(s):** None.



**Observation #6: The department has the necessary physical security and information system controls to maintain the integrity of the property and evidence in their possession.**

Controls surrounding property and evidence would not be complete without adequate physical and system controls. The department accomplishes this by utilizing a multi-layered approach to physically protect property and evidence. This is accomplished by having locked vaults, safes, refrigerators/ freezers, and lockers, that are inside a locked and fenced-in area, that is inside the locked and video monitored property and evidence room. The room also has electronic key card access, so a record is kept of who enters and exists the room. The outside storage area for larger items and explosive/ flammable items also features a similar multi-layered approach where items are stored in a container/ room within a room. Also, access to the property/ evidence storage areas is limited to the PEU staff, or an authorized individual who is escorted by a member of the PEU and has signed an entry/ exit log. This prohibits officers from being able to access evidence that they have submitted without a PEU staff member being present.

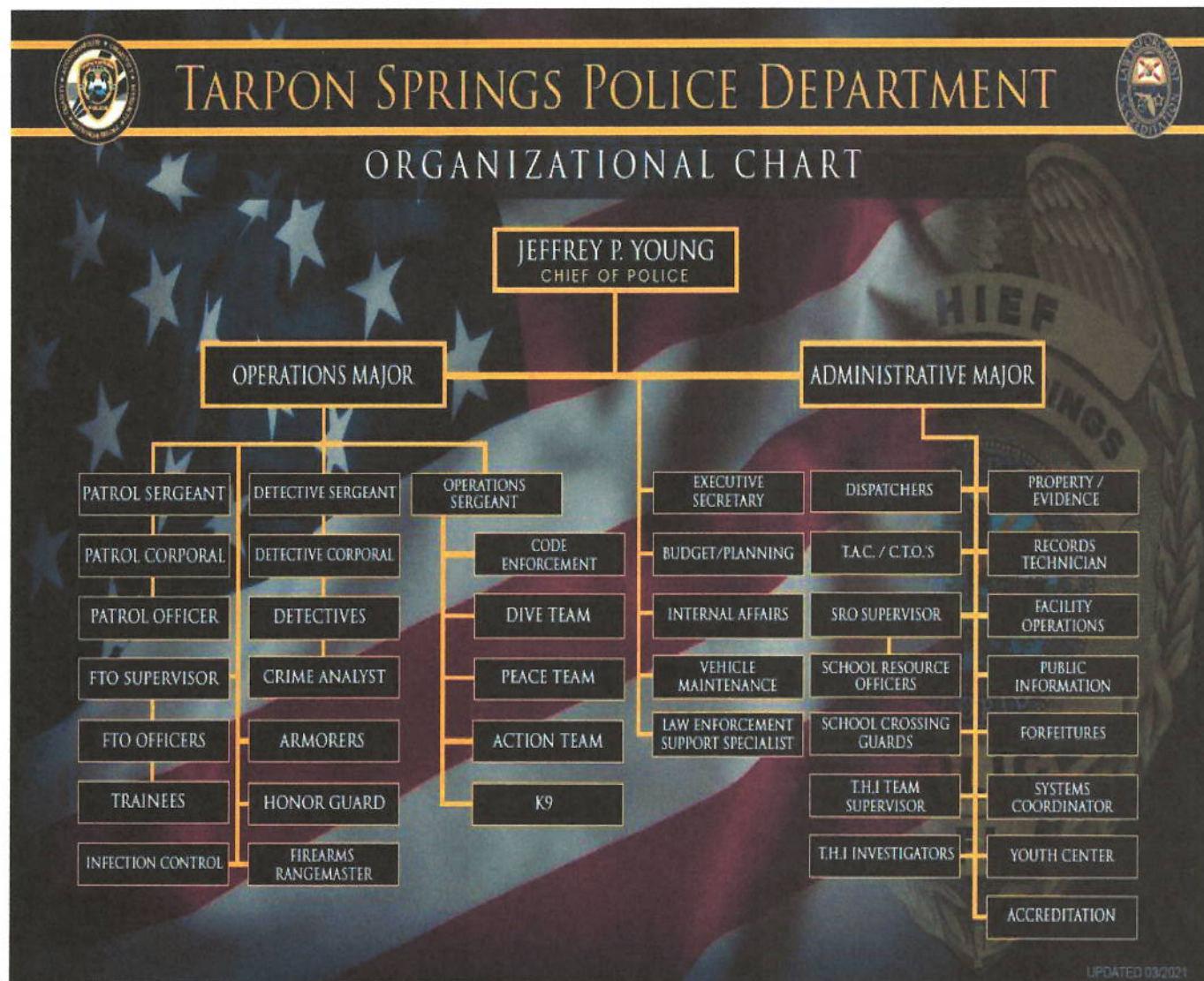
The records management system or ACISS system has the appropriate system controls that limits access to certain individuals based on their position and "Need to know". Full access to the ACISS system is limited to individuals in the PEU, while officers have mainly read-only access except when they are initially entering property/ evidence into the system. The read-only access for officers has additional limitations on what is available to be read. For example, an officer can see that a piece of evidence is in storage, but they cannot see where its exact location is. This would make it difficult for an officer who was able to gain entry into a secure storage area to be able to quickly find what they are looking for. This is an additional preventive control that makes it more difficult for an officer to be able to tamper with or disturb evidence as it would likely take some time to find a piece of evidence without knowing its specific location.

**Observation #7: The Department has consistently been reaccredited by the Commission for Florida Law Enforcement Accreditation.**

The Commission for Florida Law Enforcement Accreditation ("CFA") performs a voluntary, independent, "Peer- review" style accreditation every three years for law enforcement agencies around the state. The review consists of 250 standards designed specifically for Florida law enforcement agencies. Since at least 2013 and as recently as January 2022, the department has been reaccredited every three years. While the methodology is interview-based and substantive testing is not performed like an internal audit, it does provide assurance that the department is abreast of current law enforcement standards and is being proactive in their approach to law enforcement.



**A1) Tarpon Springs Police Department Organizational Chart:**





## **Management Response**

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The Police Chief has been afforded an opportunity to respond to this report. His response is attached.





# TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Billy Poulos, City Internal Auditor

From: Jeffrey P. Young, Chief of Police

*JM*

Date: 12/15/2022

Reference: Internal Audit

Mr. Poulos,

I have read your Audit report and concur with the findings of the report, and offer no rebuttals.

Thank you for your thorough and professional report, I am very proud of our Property & Evidence unit as I am with our entire department.

The areas you highlighted in your audit do showcase the professionalism of which all members conduct their business and speaks volumes for the importance of the Accreditation process which requires us to conduct business through best practice principles.



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

WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*







## 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 *ql*  
**DATE:** 01/10/2023  
**SUBJECT:** Award File No. 230082-C-JL utilizing Sourcewell Contract No's. 091521-NAF & 060920-NAF Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories and Services for the Purchase of Vehicles

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### RECOMMENDATION:

Award File No. 230081-C-JL utilizing Sourcewell Contract No's. 091521-NAF & 060920-NAF for the purchase of the following vehicles from Alan Jay Fleet Sales in an aggregate not to exceed amount of \$622,062 (see attached memo):

Department/Division	Vehicles	Total Not to Exceed
Police	1 ea. – 2023 Chevy Silverado 4 ea. – Ford Interceptor Hybrids 2 ea. – Toyota Camrys	\$436,480.00
Police	1 ea. GMC 1500 Sierra	\$46,272.00
Fire	1 ea. – Chevy Tahoe	\$60,000.00
Water Distribution	1 ea. – Chevy Silverado	\$79,310.00

### BACKGROUND:

All of the vehicles, except the GMC 1500 Sierra, have been scheduled as FY23 replacement vehicles that were identified in the FY2023 approved Line Item Budget (see attached memo). The GMC Sierra is an add-on purchase that is needed as a replacement vehicle for a Police Department Chevy Tahoe that was recently totaled by the insurance company. The insurance company is covering a majority of the vehicle cost with a new emergency light package (see attached memo from Police).



Sourcewell is a public agency serving as a municipal contracting agency under the enabling authority of Minnesota. All Sourcewell contracts have been awarded by virtue of a public competitive process. Sourcewell awards all contracts, which can then be made available to local governments.

**FUNDING:** 307-8603-521-64.00, Project # PS2301/Police - \$56,936  
307-8603-521-64.00, Project # PS2301/Police - \$314,528  
307-8603-521-64.00, Project # PS2301/Police - \$65,016  
307-8603-522-64.00, Project # PS2303/Fire - \$60,000  
402-4303-536-64.00/Water Distribution - \$79, 310  
001-1002-521-6400/Police - \$46,272

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 Services Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: December 8, 2022

Re: FY 2023 New/Replacement Vehicles

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## **Recommendation:**

Based on our data, and the City's approved budget, we recommend purchasing the following vehicles.

## **Background:**

The Police Department will be purchasing one (1) 2023 Chevy Silverado 2500 HD from Alan Jay Fleet Sales with the overall cost not to exceed \$56,936.00. The funding budget will be 307-8603-521-64.00, Project # PS2301. This purchase will replace Vehicle #6264 (Dodge Charger) that has exceeded its' useful life and is in a state of disrepair. It will be transferred to Vehicle Maintenance for disposal at auction.

The Police Department will be purchasing Four (4) new Ford Interceptor Hybrid from Alan Jay Fleet Sales, with the overall cost not to exceed \$314,528.00. The funding budget will be 307-8603-521-64.00, Project # PS2301.

The Police Department will be purchasing Two (2) Toyota Camry Hybrid LE from Alan Jay Fleet Sales, with the overall cost not to exceed \$65,016.00. The funding will be 307-8603-521-64.00, Project # PS2301. This purchase will replace Vehicle # 6552 & 6405 (Dodge Chargers),



which have exceeded their useful life and are in a state of disrepair. The Chargers will be transferred to Vehicle Maintenance for disposal at auction.

The Water Distribution Department will be purchasing one (1) Chevy Silverado 5500 MD from Alan Jay Fleet Sales, with the overall cost not to exceed \$79,310.00. The funding will be 402-4303-536-64.00. This purchase will replace Vehicle #6058 (Chevy Silverado). The vehicle will be transferred to Vehicle Maintenance for assessment and evaluation for either disposal or repurposing.

The Fire Department will be purchasing one (1) new Chevy Tahoe from Alan Jay Fleet Sales, with the overall cost not to exceed \$60,000.00. The funding will be 307-8603-522-64.00, Project # PS2303.



# ALAN JAY FLEET SALES

Sourcewell  
Formerly NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	40828-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
9/14/2022

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
11/10/2022

REQUESTING AGENCY	TARPON SPRINGS, CITY OF			
CONTACT PERSON	Michael Vecchione	EMAIL	MVECCHIONE@CTSFL.US	
PHONE	727-942-5629 Ext. 2229	MOBILE	727-916-2658	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	2559	MSRP	\$29,090.00
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2023 TOYOTA CAMRY HYBRID LE

CUSTOMER ID	DETECTIVE	BASE VEHICLE PRICE	\$27,998.00
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BED LENGTH SEDAN

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

### FACTORY OPTIONS

### DESCRIPTION

0040	SUPER WHITE EXTERIOR	\$0.00
FA20	BLACK, FABRIC SEAT TRIM	\$0.00
2.5L	**HYBRID Engine TypeGas/Electric I- Displacement2.5 L/152Fuel SystemPort/Direct InjectionSAE Net Horsepower @ RPM208 @ 5700SAE Net Torque @ RPM163 @ 5200	\$0.00

### FACTORY OPTIONS

\$0.00

### CONTRACT OPTIONS

### DESCRIPTION

WTF SDN 2	Weather Tech floor liner system (1st & 2nd rows).	\$265.00
DTF SDN	Deep tint film installed on all side and rear glass.	\$300.00
WSTP	Windshield strip	\$40.00
TARPON UC	Under Cover Package for 4 Door Sedan: (1) ULB9LDC-RW, (1) ULB9LDC-BW Installed inside Front Winshield with universal headliner bracket. Front Bar(s) to be programed white all for takedown feature. (2) ULB9LDC-RB Installed Rear Window Lower Package Tray, (2) DLX6F-RB w/ (2) BB274-DLX6-BAIL Brackets installed rear side window glass. Controlled with single On/Off Illuminated Switch discreetly installed inside console area.	\$1,630.00
W-VERTEX-RB	Whelen Vertex corner LED kit - (4) Whelen Vertex series hemispherical LED light heads LED's will be mounted in headlamps and tail lamps SPLIT (RED/BLUE).	\$705.00
VHF-UHF	MOTO XPR 5550e RADIO, INSTALLED	\$975.00
COVERT-VHF/UHF	COVERT ANTENNA, ANTENNA WIRE RUN TO CONSOLE FOR DISCRETE RADIO PLACEMENT.	\$220.00
ROK GPS ANTENNA	BATG-ANT CUSTOM ANTENNA KIT	\$130.00
INSTALL	INSTALLATION OF ALL EQUIPMENT MENTIONED ON THIS QUOTE.	\$0.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00

### CONTRACT OPTIONS

\$4,510.00



SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

TRADE IN	VEHICLE TOTAL		\$27,998.00
	MSRP DISCOUNT		3.8%
	ACCESSORY TOTAL		\$4,510.00
	CUSTOMER PRICE		\$32,508.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00
	TOTAL COST LESS TRADE IN(S)	QTY 2	\$65,016.00
Estimated Annual payments for 60 months paid in advance: \$7,280.45 Extended: \$14,560.91			
Municipal finance for any essential use vehicle, requires lender approval, WAC.			
Comments	QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS		
VEHICLE QUOTED BY	SCOTT WILSON	FLEET SALES MANAGER	<a href="mailto:scott.wilson@alanjay.com">scott.wilson@alanjay.com</a>
<p><i>"I Want to be Your Fleet Provider"</i></p> <p><i>I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.</i></p>			



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Awarded Contract

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	40648-14
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		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
9/9/2022

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
11/10/2022

REQUESTING AGENCY	TARPON SPRINGS, CITY OF			
CONTACT PERSON	Michael Vecchione	EMAIL	MVECCHIONE@CTSFL.US	
PHONE	727-942-5629 Ext. 2229	MOBILE	727-916-2658	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	K8A 99W 44B	MSRP	\$44,605.00
2023 FORD POLICE INTERCEPTOR UTILITY - AWD - 3.3L V6 HYBRID			
CUSTOMER ID	POLICE PATROL HYBRID	BASE VEHICLE PRICE	\$40,291.00
BED LENGTH	SUV		

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ 96	EXTERIOR COLOR OXFORD WHITE WITH EBONY CLOTH FRONT BUCKET SEATS & EBONY VINYL REAR BENCH.	\$0.00
99W 44B	3.3L V6 Direct-Injection Hybrid System with 10-Speed Automatic Transmission.	\$0.00
17A	AUXILLARY A/C	\$605.00
55F	REMOTE KEYLESS ENTRY (Does Not include PATS, 4-key fobs, key fobs are not fobbed alike when ordered w/Keyed-Alike)	\$335.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$74.00
43D	DARK CAR FEATURE-inc: Courtesy lamps disabled when any door is opened.	\$24.00
61B	OBD-II Split Connector	\$54.00
HLF	HEAD LIGHT FLASHER (STD).	\$0.00
DOME	FACTORY RED/WHITE DOME LIGHT STD	\$0.00
76P	Pre-Collision Assist w/Pedestrian Detection -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use.	\$140.00
55B	BLIS BLIND SPOT MONITORING W/ CROSS TRAFFIC ALERT -inc: heated mirrors	\$540.00
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling.	\$255.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
76R	REVERSE SENSING SYSTEM	\$240.00
593	PERIMETER ANTI THEFT ALARM	\$115.00
153	FRONT LICENSE PLATE BRACKET	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$2,382.00
DT2 SUV	Deep tint film installed on front two door glass only.		\$170.00
CGP-TARPON	TARPONS SPRINGS POLICE GRAPHICS		\$495.00
AA LEVEL IIIa	ANGELA ARMOR LEVEL IIIa DOOR PROTECTION, INSTALLED, DRIVER DOOR ONLY.		\$895.00
W ARGES1	Whelen Arges dedicated spot lamp with control head and vehicle specific Arges mount.		\$1,060.00
WESTIN PB2L PIU	Westin Elite push bumper for Interceptor Utility 2020+ with two light channel (lights purchased separately).		\$720.00
W ION-DUO-2-PB	(2) Whelen DUAL color ION series light head installed in push bumper light channel (RED/WHITE & BLUE/WHITE).		\$425.00
W TLI2-2-PB-RB2	(2) Whelen DUAL color ION series light heads mounted to sides of push bumper (RED/WHITE & BLUE/WHITE).		\$400.00
W TLI2-2-MIR-RBW	(2) Whelen DUAL color ION series light heads mounted front edge of side view with wedges (ONE RED/WHITE & ONE BLUE/WHITE).		\$420.00
MPBB	(2) WHELEN MICRO PIONEER, BLACK HOUSING -12- LED DIODE SPOT LAMPS INSTALLED ON FRONT PUSH BUMER		\$865.00
W AVC23RBW	WHELEN TRIO AVENGER II MOUNTED ON CENTER OF DASH (RED/BLUE/WHITE).		\$455.00



**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com**

WSLICK-OUTTER-SUV-CORE-21	Whelen SLICK TOP package for Chevy Tahoe consists of front full width interior dual color LED system with LED takedown lights, rear outter edge, Cencom CORE 21-button digital combination light/Siren Controller, SYNC module, OBDII interface, (1) expansion module, (1) external amplifier for dual tone siren, and (2) SA315P siren speakers with mounting brackets front (RED/WHITE & BLUE WHITE) rear (BRB-BRB with override to Amber).	\$4,925.00
TP PART-TARP	Troy front partition with 50% poly / 50% vinyl dipped mesh window and stash-n-stow weapon recess panel, includes Troy's unique officer-safe, airbag-compliant upper wing panels.	\$1,230.00
TP PIU-CON20-ARG	TROY PRODUCTS 20" console with 7" slope/13" level including faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, 4" faceplate for Whelen Argos spotlight remote w/ 2-DC outlets and dual USB port, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console.	\$885.00
TP CM-SDMT-SL-LED	TROY PRODUCTS HEIGHT ADJUSTABLE, SLIDE-ARM, COMPUTER MOUNT DESIGNED TO BE INSTALLED ON SIDE OF TROY CONSOLE, WITH ADJ DELUXE LAPTOP TRAY FOR COMPUTERS UP TO 15" W X 11.5" H.	\$760.00
TP-AC-LT-SCR	TROY PRODUCTS LAPTOP SCREEN SUPPORT ARM	\$55.00
806-1206-CON	806-1206 - 600w pure sine wave inverter includes 808-9001 Xantrex user control / ignition control switch. (customer requests installation to console)	\$445.00
OHPM-RJ42B	Lund Industries overhead printer mount for Brother RJ4230BL printer (Customer requests installation top of partition between driver and passenger)	\$195.00
HA-CG-X	HAVIS CG-X CHARGE GUARD (Installed in line with lighting electronics to prevent battery run down)	\$145.00
TROY-GM-IW-MNT	TROY GUN MOUNT SINGLE WEAPON AR15, THEFT DETERRENT INCLUDES GM-RF-1AR-BKT GUN LOCK BRACKET AND BUTT PLATE, GL-SC-5-XL NEW STYLE OVAL SHAPE UNIVERSAL GUN LOCK WITH #2 KEY AND PUSH BUTTON OVER RIDE.	\$485.00
W TRACER60-DUO-K8A	(2) Whelen 60" DUAL color Tracers (5 lamp housing) with universal mounting brackets	\$1,475.00
TP PIU-SEAT-WIRE-FC	TROY PRODUCTS plastic seat with Officer-Safe seatbelt system. Includes rear partition with square-hole pattern and cargo window side panels with fire cubby on driver side.	\$2,080.00
TP PIU-CGP	TROY PRODUCTS PI Utility rear partition airbag corridor gap panels, driver and passenger sides.	\$75.00
TP PIU-SWB	TROY PRODUCTS driver & passenger welded vertical bar window guards.	\$365.00
W TL12-DOOR-2-RB	(2) T-IONS DUO (RED/BLUE) MOUNTED TO BOTTOM OF WINDOW ON 2ND ROW DOOR PANEL, ONE PER SIDE.	\$425.00
BRACKET	LIGHTS INSTALLED IN REAR DOOR TO WINDOW BAR REQUIRES BRACKET TO COVER WIRING.	\$0.00
TP PIU-HATCH	TROY PRODUCTS rear cargo door square-hole window guard.	\$255.00
W TL12-RQG-2-RB	(2) WHELEN T-IONS DUO (RED/BLUE) INSTALLED IN REAR QUARTER GLASS.	\$450.00
W-TL12-2-RB	(2) Whelen ION T series ultra thin DUO light heads surface mounted to bottom of lift gate to be seen when door is raised split (red/blue).	\$425.00
W IONSM-TRIO-2-LIC-RBW	(2) SURFACE MOUNT IONS - TRIO (RED/BLUE/WHITE) INSTALLED ON EITHER SIDE OF LICENSE PLATE ATTACHED VERTICAL PLACEMENT.	\$495.00
W-PELCB	(1) WHELEN PERIMETER ENHANCMENT LIGHT INSTALLED INSIDE TAILGATE TO SHINE DOWN WHEN LIFTGATE IS IN THE UPRIGHT POSITION. SINGLE SWITCH MTD ON D-PILLAR.	\$315.00
TP PIU-VAULT-ELEV-ELEC	TROY PRODUCTS elevated storage vault, 48"Wx24"Lx8"H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor. Elevated design allows access to spare tire with electronics tray for service and installation of equipment.	\$2,034.00
S3011K	STOP STICK SUV KIT FROM STOP TECH LTD. INCLUDES 3 STOP STICKS, 1 REPLACEMENT STICK, TRAY, CORD REEL AND SLEEVE.	\$585.00
RAD-VID-ROUT	INSTALL WATCHGUARD 2 CAMERA SYSTEM WITH (1) CAMERA INSTALLED TO PASSENGER SIDE VISOR WITH BRACKET & (1) INSTALLED BEHIND DRIVERS SEAT HEAD REST IN PRISONER COMPARTMENT FACING PASSENGER SIDE, ROUTER INSIDE CONSOLE, GPS ANTENNA TO ROOF, CONTROL BOX, AND WIRING (ANTENNA TO BE MOUNTED PASS SIDE FRONT ROOF), 800 MHz RADIO, UHF/VHF RADIO, & CUSTOMER PROVIDED PRINTER DATA CABLE / PRINTER.	\$840.00
CRADLE POINT	CRADLE POINT ROUTER, INSTALLED	\$1,005.00
ROK GPS ANTENNA	BATG-ANT CUSTOM ANTENNA KIT	\$130.00
WG 4RE	WATCHGUARD 4RE V300 EL5 CAMERA SYSTEM PER TARPON SPRINGS SPEC.	\$8,005.00
APX4500	MOTOROLLA APX4500 SINGLE PIECE RADIO, INSTALLED.	\$4,250.00
VHF-UHF	MOTO XPR 5550e RADIO, INSTALLED	\$975.00
INSTALL	INSTALLATION OF ALL EQUIPMENT LISTED.	\$0.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
OGD	OPTION GROUP DISCOUNT	(\$3,500.00)
EWD	EXTENDED WARRANTY DECLINED	\$0.00
<b>CONTRACT OPTIONS</b>		<b>\$35,959.00</b>



SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

		VEHICLE TOTAL	\$42,673.00
		MSRP DISCOUNT	4.3%
		ACCESSORY TOTAL	\$35,959.00
		CUSTOMER PRICE	\$78,632.00
TRADE IN	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00
		TOTAL COST LESS TRADE IN(S)	QTY 4 \$314,528.00
Estimated Annual payments for 60 months paid in advance: \$17,610.33      Extended: \$70,441.33 Municipal finance for any essential use vehicle, requires lender approval, WAC.			
Comments	QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS		
VEHICLE QUOTED BY	SCOTT WILSON	FLEET SALES MANAGER	<a href="mailto:scott.wilson@alanjay.com">scott.wilson@alanjay.com</a>
<i>"I Want to be Your Fleet Provider"</i> <i>I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.</i>			



# ALAN JAY FLEET SALES

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Awarded Contract

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	40830-2
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		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
9/14/2022

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
11/10/2022

REQUESTING AGENCY	TARPON SPRINGS, CITY OF			
CONTACT PERSON	Michael Vecchione	EMAIL	MVECCCHIONE@CTSFL.US	
PHONE	727-942-5629 Ext. 2229	MOBILE	727-916-2658	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	CK20753 1WT	MSRP	\$45,700.00
2023 CHEVY SILVERADO 2500HD DOUBLE CAB 4WD 6.5' BED WORK TRUCK			
CUSTOMER ID	DETECTIVE PICKUP	BASE VEHICLE PRICE	\$39,041.00
BED LENGTH	6.5' BED		

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	\$0.00
L8T MYD	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD) Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00
G80	Auto-locking rear differential (STD HD Models)	\$0.00
Z82	Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)	\$0.00
JL1	Trailer brake controller, integrated	\$0.00
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding; (Not available with (ZLQ) WT Fleet Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted. (DBG) trailering mirrors may be upgraded to (DWI) trailering mirrors or (DLF) mirrors.)	\$1,180.00
RGE	Safety Confidence Package includes (UEU) Forward Collision Alert, (UHY) Automatic Emergency Braking, (UK3) Steering Wheel Audio Controls and (UDD) Driver Information Center (Includes (K34) Cruise Control. Not available with (ZW9) pickup bed delete.)	\$385.00
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	\$145.00
SH1	2 ADDITIONAL KEYS FACTORY CUT DEALER PROGRAMMED	\$145.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,855.00
DT2 TRK	Deep tint film installed on front two door glass only.		\$200.00
AJ STEP DBL	6" WideSider OE Xtreme II Textured black Side Steps		\$645.00
W ARGES1	Whelen Arges dedicated spot lamp with control head and vehicle specific Arges mount.		\$1,145.00
WPUMP-1-TRK-HHS	Whelen unmarked patrol package for trucks consists of front and rear full width interior LED system with LED takedown lights, HHS3200 hand held combination light and siren controller, speaker, and vehicle specific bracket.		\$2,825.00
RED/BLUE	RED/BLUE FRONT WITH OVERRIDE TO WHITE AND RED/BLUE REAR.		\$0.00
W TLI-4-GL-RB	(4) Whelen ION "T" series ultra thin light heads surface mounted in grille X-PATTERN (RED/BLUE).		\$730.00
TP SILV-WBCON20-ARGES	TROY PRODUCTS 20" wide-body console with 8" slope / 12" level faceplate area and open storage on side of console. For non-floor shift models. Includes floorplate and standard faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, (2) DC outlets & (1) dual-port USB module, Arges face plate, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to the rear of console.		\$1,040.00
FACE PLATE	TROY FACEPLATES FOR CONSOLE: MOTO XPR 5550e AND APX4500.		\$0.00
BAKFLIP-G2	BAKFLIP G2 FOLDING BED COVER, INSTALLED		\$1,320.00



**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com**

DECKED	DECKED® 2-Drawer Pickup Truck Bed Storage System is a unique truck bed storage system that makes it easy to work out of your pickup truck. The 2-drawer system features easy installation on compatible pickup truck beds. 2 separate drawers roll out at waist level to provide safe, easy access to tools, gear and other supplies. 200 lb. per drawer payload capacity (2000-lb. capacity for the deck when distributed evenly). Precision-shaped to match the vehicle's sidewall. Dividers are not included (Item# 57341, sold separately).	\$1,685.00
TREMCO	TREMCO ANTI THEFT DEVICE, INSTALLED.	\$265.00
APX4500	MOTOROLLA APX4500 SINGLE PIECE RADIO, INSTALLED.	\$4,250.00
COVERT	COVERT ANTENNA, ANTENNA WIRE RUN TO CONSOLE FOR DISCRETE RADIO PLACEMENT.	\$220.00
VHF-UHF	MOTO XPR 5550e RADIO, INSTALLED	\$975.00
COVERT-VHF/UHF	COVERT ANTENNA, ANTENNA WIRE RUN TO CONSOLE FOR DISCRETE RADIO PLACEMENT.	\$220.00
ROK GPS ANTENNA	BATG-ANT CUSTOM ANTENNA KIT	\$130.00
W TLI-TAG-2-RB	(2) Whelen ION "T" series ultra thin light heads mounted with tag bracket (Red/Blue)	\$390.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
INSTALL	INSTALLATION OF ALL EQUIPMENT LISTED.	\$0.00
<b>CONTRACT OPTIONS</b>		<b>\$16,040.00</b>

TRADE IN	<b>VEHICLE TOTAL</b>	<b>\$40,896.00</b>
	<b>MSRP DISCOUNT</b>	<b>17.2%</b>
	<b>ACCESSORY TOTAL</b>	<b>\$16,040.00</b>
	<b>CUSTOMER PRICE</b>	<b>\$56,936.00</b>
<b>YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~</b>		<b>\$0.00</b>
<b>TOTAL COST LESS TRADE IN(S) QTY 1</b>		<b>\$56,936.00</b>

Estimated Annual payments for 60 months paid in advance: \$12,751.32

Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments**

**QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **SCOTT WILSON** FLEET SALES MANAGER [scott.wilson@alanjay.com](mailto:scott.wilson@alanjay.com)

*"I Want to be Your Fleet Provider"*

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.*





# TARPON SPRINGS POLICE DEPARTMENT

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Director

Through: Mark G. LeCouris, City Manager

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

Date: December 21, 2022

Reference: Approval of vehicle purchase

---

## **Recommendation:**

I am requesting the approval to purchase a 2023 GMC Sierra 1500 (\$46,272.00) with emergency response equipment as a replacement to vehicle #1152 a 2021 Chevrolet Tahoe.

## **Background:**

The City has received compensation for vehicle #1152 a 2021 Chevrolet Tahoe that was totaled in a vehicle crash, the funds acquired through the insurance settlement and anticipate additional funds from the Florida League of Cities expected to be \$50,891.00 which will cover the purchase of this new vehicle with emergency response package quoted at \$46,272.00 .

Currently there is no availability to order a new Chevy Tahoe or Ford Hybrid Interceptor (both Police packages) to replace this vehicle. However, as we had planned to purchase a new Pickup Truck through next year's vehicle purchases budget for our Administrative Sergeant to utilize due to needs in setting up special events and to be used as an additional high-water rescue vehicle, I am requesting to purchase an available 2023 GMC Sierra 1500.

## **Funding:**

Police budget account 001-1002-521.6400



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

WWW.TSPD.US

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# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Chief Jeffrey Young *JY*  
From: Sergeant Ed Miller *EM*  
Date: December 20, 2022  
Reference: Replacement Vehicle

Sir,

This memorandum is in reference to replacing unit 1152, 2021 Chevrolet Tahoe, which was totaled in a traffic crash. I was notified by Lynn Goldstein earlier that the Florida League of Citites was going to total the vehicle and we would receive a check for the vehicle.

I contacted Alan Jay Fleet sales who has the State contract for vehicles. Alan Jay staff advised there is no availability to order Chevy Tahoes or Ford Hybrid Interceptor SUV at this time. I was advised the next order would be in the middle of 2023 for our 2024 vehicles.

I receive the following email from Lynn Goldstein:

*Good Morning,*

*So far to date we have received \$37,462.52 for Officer Reyes vehicle. Once we send the title to the League we should be due additional money.*

*These funds have been deposited in account 001-000-369.4001. Once I have additional information I will let you know.*

*Have a great Holiday!*

*Regards,*

*Lynn Goldstein*



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# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

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

*Jeffrey P. Young*  
CHIEF OF POLICE

Over the past few months I discussed with you about vehicles needed for next year's budget as I try to prepare after the first of the year the Department's needs. Sgt. Mathis who coordinates off duty details, parades and other special events expressed a need for a truck. Sgt. Mathis advised the vehicle is needed to pull informational sign trailers, cone trailer and could transport items needed in the bed of the truck. We were discussing ordering this on next year's budget. Due to not being able to order a Tahoe or Hybrid Ford for patrol until next year I believe it is our best interest to replace the totaled vehicle with a truck at this time.

Alan Jay has a GMC 1500 truck in inventory that is not allocated to a customer. The cost of the vehicle is \$36,947.00. I have attached a copy of the quote from Alan Jay for your review.

Thank you for your time in this matter.



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

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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	43023-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
12/15/2022

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
12/21/2022

REQUESTING AGENCY	TARPON SPRINGS, CITY OF			
CONTACT PERSON	Michael Vecchione	EMAIL	MVECCHIONE@CTSFL.US	
PHONE	727-942-5629 Ext. 2229	MOBILE	727-916-2658	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	TC10543 1SA	MSRP	\$42,100.00
2023 GMC SIERRA 1500 CREW CAB 2WD 5.5' BED WORK TRUCK 147" WB			

CUSTOMER ID BASE VEHICLE PRICE \$35,362.00

BED LENGTH 5.5' BED

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	\$0.00
L3B MQE	Engine, 2.7L Turbo with Transmission, 8-speed automatic, electronically controlled, also requires the following add options; (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm)(Requires (PEB) WT Value Package, (PCV) WT Convenience Package or (PEF) Work Truck 2.7L Fleet Package, (H1T) or (H0U) Jet Black cloth interior, (C4P) semi-automatic air conditioning, (UE1) OnStar, (KI4) 120-volt power outlet and (KC9) 120-volt bed mounted power outlet. Includes (MQE) 8-speed automatic transmission and (KW5) 220-amp alternator. Included with (PEF) Work Truck 2.7L Fleet Package. Not available with (Z71) Z71 Off-Road Package, (PQA) WT Safety Package, (UD7) Rear Park Assist, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)*GROSS*	\$0.00
PEB	Sierra Value Package includes (PCI) Convenience Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (K34) cruise control and (DLF) outside power mirrors(Not available with (ZLQ) Fleet Convenience Package. When (ZW9) pickup bed delete is ordered (QT5) EZ Lift power lock and release tailgate and (UF2) LED cargo bed lighting will not be available. Included with (PEB) Sierra Value Package.) and (Z82) Trailing Package(Not available with (ZW9) pickup bed delete or (ZLQ) Fleet Convenience Package.)	\$1,460.00
PCI	Convenience Package **INCLUDED WITH PEB** includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (K34) cruise control and (DLF) outside power mirrors(Not available with (ZLQ) Fleet Convenience Package. When (ZW9) pickup bed delete is ordered (QT5) EZ Lift power lock and release tailgate and (UF2) LED cargo bed lighting will not be available. Included with (PEB) Sierra Value Package. Available to upgrade to (QK2) GMC MultiPro Tailgate without (ZW9) pickup bed delete.)	\$0.00
5H1	2 ADDITIONAL KEYS FACTORY CUT DEALER PROGRAMMED	\$125.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS
DT2 TRK	Deep tint film installed on front two door glass only.	\$200.00
WSTP	Windshield strip	\$50.00
W ULF44	WHELEN UNIVERSAL LED FLASHER FOR FRONT HALO LIGHTS.	\$230.00
W STRIPT-2-2-LB-GL-RBW	(2) Whelen Strip-Light LED light duo color light head with 90 deg mounting L-brackets mounted behind grille (ONE RED/WHITE AND ONE BLUE/WHITE)	\$445.00
WPUMP-2-CORE-21	Whelen unmarked patrol package for trucks consists of front and rear full width interior dual color LED system with LED takedown lights, Cencom CORE 21-button digital combination light/Siren Controller, SYNC module, OBDII interface, (1) expansion module, (1) external amplifier for dual tone siren, and (2) SA315P siren speakers with mounting brackets.	\$4,995.00
HHS	SUBSTITUTE HAND HELD CONTROLLER.	\$0.00
HA-CG-X	HAVIS CG-X CHARGE GUARD (Installed in line with lighting electronics to prevent battery run down)	\$145.00
W TRACER60-DUO-SILV-RBW	(2) Whelen 60" DUAL color Tracers (5 lamp housing) with SILVERADO mounting brackets (RED/BLUE WITH OVERRIDE TO WHITE).	\$1,530.00
W TL12-DOOR-2-RB	(2) T-IONS DUO (RED/BLUE) MOUNTED TO BOTTOM OF WINDOW ON 2ND ROW DOOR PANEL, ONE PER SIDE.	\$425.00



**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com**

W TLI2-TAG-2-RB	(2) Whelen ION "T" series DUAL color ultra thin light heads mounted with tag bracket (RED/BLUE).	\$430.00
RAD-ROUT-GPS	INSTALL CUSTOMER PROVIDED RADIO WIRING AND ANTENNA, CUSTOMER PROVIDED ROUTER INSIDE CONSOLE, CUSTOMER SUPPLIED GPS ANTENNA, CONTROL BOX, AND WIRING (ANTENNA TO BE MOUNTED PASS SIDE FRONT ROOF), CUSTOMER PROVIDED PRINTER DATA CABLE & PRINTER.	\$630.00
INSTALL	INSTALLATION FOR ALL ABOVE MENTIONED EQUIPMENT BY LIGHTS N MORE IN ALTAMONTE SPRINGS, FL.	\$0.00
SMOKE	EXTERIOR MOUNTED TLI LENSES TO BE SMOKED PRIOR TO INSTALL.	\$0.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
<b>CONTRACT OPTIONS</b>		<b>\$9,325.00</b>

VEHICLE TOTAL \$36,947.00  
MSRP DISCOUNT 18.8%  
ACCESSORY TOTAL \$9,325.00  
CUSTOMER PRICE \$46,272.00

TRADE IN

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

**TOTAL COST LESS TRADE IN(S) QTY 1 \$46,272.00**

Estimated Annual payments for 60 months paid in advance: \$10,363.02

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

**QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY

SCOTT WILSON

FLEET SALES MANAGER

[scott.wilson@alanjay.com](mailto:scott.wilson@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.





## Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

### Window Sticker

#### SUMMARY

[Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro

MSRP: \$42,100.00

Interior: Jet Black, Vinyl seat trim

Exterior 1: Summit White

Exterior 2: No color has been selected.

Engine, 2.7L Turbo High-Output

Transmission, 8-speed automatic, (Column shifter) electronically controlled

#### OPTIONS

CODE	MODEL	MSRP
TC10543	[Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro	\$42,100.00
<b>OPTIONS</b>		
1SA	Pro Preferred Equipment Group	\$0.00
5H1	Key equipment, two additional key fobs	\$150.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5U	GVWR, 6800 lbs. (3084 kg)	\$0.00
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.

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Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		\$0.00
K34	Cruise control, steering wheel-mounted	Inc.	
KW5	Alternator, 220 amps	Inc.	
L3B	Engine, 2.7L Turbo High-Output		\$0.00
MQE	Transmission, 8-speed automatic, (Column shifter) electronically controlled		\$0.00
PCI	Convenience Package	Inc.	
PEB	Pro Value Package		\$1,465.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
R7N	Not Equipped with Steering Column Lock, see dealer for details		(\$50.00)
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		\$0.00
Z82	Trailer Package	Inc.	
—	Option/package		
<b>SUBTOTAL</b>			<b>\$43,560.00</b>
Adjustments Total			\$0.00
Destination Charge			\$1,795.00
<b>TOTAL PRICE</b>			<b>\$45,355.00</b>

### FUEL ECONOMY

Est City:19 MPG

Est Highway:22 MPG

Est Highway Cruising Range:528.00 mi

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Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

### Standard Equipment

#### Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

#### Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) 2.7L Turbo High-Output engine.) (STD)

Rear axle, 3.42 ratio (Included and only available with (L3B) 2.7L Turbo High-Output engine.)

GVWR, 6800 lbs. (3084 kg) (Requires Crew Cab 2WD and (L3B) 2.7L Turbo High-Output engine. Requires Double Cab 2WD model with (L3B) 2.7L Turbo High-Output engine or with (L84) 5.3L EcoTec3 V8 engine. Requires Regular Cab 4WD TK10703 or 2WD TC10903 model a with (L3B) 2.7L Turbo High-Output engine or (L84) 5.3L EcoTec3 V8.) (STD)

Push Button Start

Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)

Suspension Package, Standard

Rear wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) 2.7L Turbo High-Output engine.)

Frame, fully-boxed, hydroformed front section

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

#### Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

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## Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

### Exterior

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (UD7) Rear Park Assist or (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome header with flat black grille insert bars)

Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)

Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light

Mirrors, outside manual, Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Door handles, Black grained

### Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

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Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

### Interior

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone manual

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

### Safety-Interior

Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

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Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

### Safety-Interior

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

### Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps, LED signature lighting

### WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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# CITY OF TARPON SPRINGS, FL

## Procurement Services


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

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### MEMORANDUM

---

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

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

**DATE:** 01/10/2023

**SUBJECT:** Award File No. 230084-C-JL, the Purchase of a Street Sweeper through Sourcewell Contract No. 093021-ELG

---

### RECOMMENDATION:

Award File No. 230084-C-JL, the Purchase of a Street Sweeper through Sourcewell Contract No. 093021-ELG, to Elgin Sweeper Company (A Division of Federal Signal Corp.), in an amount not to exceed \$346,898 for Public Works Department – Stormwater Division.

### BACKGROUND:

The City currently possesses a permit from the state of Florida - National Pollutant Discharge Elimination System (NPDES) for a City Street Sweeping program. The Street Sweeping Program is critical to keeping the City's roads and water ways clear of debris and trash. The program requires annual reports including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen and total phosphorus loadings that were removed by the collection of sweepings. Without a properly working street sweeping program the permit will be in violation. The City utilizes the three sweepers that are in inventory as much as possible. The need is to replace the two older sweepers due to age and maintenance downtime. The two older sweepers have been in maintenance for the past month, requiring the city to rely on the one 2017 sweeper to maintain the program. This puts undue mileage and more frequent maintenance on the single 2017 sweeper.

The purpose of this contract is to provide a street sweeper to replace the two older street sweepers, Asset #5998 – 2010 Johnston Allianz, Asset #6408 – 2014 Johnston VT651 which will be sold at public auction (see attached memo).



Sourcewell is a public agency serving as a municipal contracting agency under the enabling authority of Minnesota. All Sourcewell contracts have been awarded by virtue of a public competitive process. Sourcewell awards all contracts, which can then be made available to local governments.

**FUNDING:** 401-4105-534-6400/ Project No. TR2306 - Solid Waste  
001-4102-541.6400/ Project No. TR2306 - Roads & Streets  
406-4802-538.6400/ Project No. TR2306 - Stormwater

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 Services Director

Through: Tom Funcheon, Public Works Director DocuSigned by:  
Tom Funcheon  
AAF9440B5D4D4C2...

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

Date: December 8, 2022

Re: File 230084-C-JL Purchase of Elgin Broom Bear Sweeper

---

### **Recommendation:**

Approval of new Elgin street sweeper to maintain the city's current FDEP (Florida Department of Environmental Protection) Requirements for Stormwater operation. Through Environmental Products of Florida utilizing Sourcewell Contract # 093021-ELG, in the amount of \$346,898.

### **Background:**

Our street sweeping program is critical to keeping our roads and water ways clear of debris and trash while meeting FDEP requirements, there are also annual reports that must be completed and provided to the FDEP in regards to our street sweeping program.

There will be two street sweepers sent to auction 5998 – 2010 Johnston Allianz, (2) 6408 – 2014 Johnston VT651. Both of these sweepers are often unusable because of general deterioration due to age, scarcity of parts and both have severely passed their use of life. The newly purchased sweeper will be replacing the two that will be going to auction.

The sweeper purchase will be equally split across the following accounts: \$115,632.66 each.

001-4102-541.6400

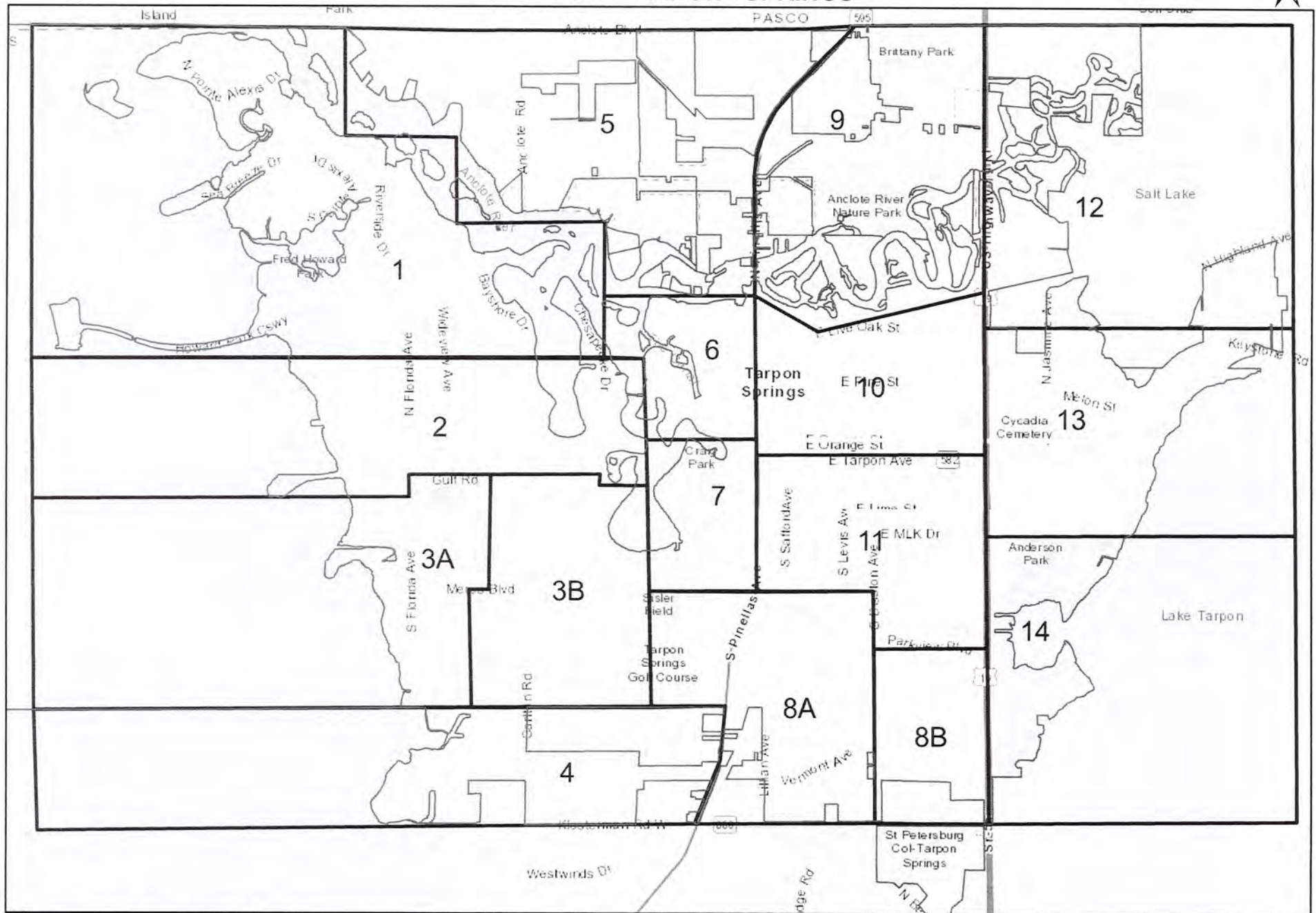
401-4105-534.6400

406-4802-538.6400

Utilizing project TR2306



# STREET SWEEPING GRIDS, CITY OF TARPON SPRINGS





## City Sweeping Routes & Times

### Monday through Friday – 5:00 am to 1:30pm

\*Hours include a 30-minute lunch, taken whenever appropriate/convenient for the individual sweeper. Lunches may be taken at any time prior to noon. They may be taken back at the PW Breakroom after a dumping, or in the field (**DO NOT** make a special trip back to PW Yard just to take lunch). Breaks may also be taken at the PW Yard or in the field (**DO NOT** make a special trip back to PW Yard just to take break).

### Routes & Schedule

The City is swept daily using a Sweeping Grid system. Grids are numbered from 1 to 14. They are completed from North to South. In the order of:

#### WEEK 1

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Grid(s)	8A & 8B	3B	3B, 3A & 4	4 & 5	1

#### WEEK 2

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Grid(s)	10 & 11	6 & 7	13	12, 9 & 2	2

Routes are picked up each day where they were left off at on the previous day, until all Grids are complete. Cycle starts over in the same manor.

Each Cycle takes approximately 2 weeks to complete (*depending on staffing, special call-outs, mechanical issues, and weather*).

\*From December through March, 2 Sweepers are utilized to control excess leaf dropping.

\*\*All sweeping staffing and scheduling are subject to the Streets & Stormwater Supervisor (*or their designee*) approval.

### \*Special Sweeping Areas & Events – Days/Times – On Special Sweeping List



## Special Sweeping Routes & Times

### Monday & Friday – 5:00 am

South on Safford Av, then West on Tarpon Av.

Head North on Alt 19 to Orange St. Head East on Orange to Safford Av. Then make a U-turn and head West on Orange St to Alt 19.

Head South on Alt 19 to Tarpon Av. Then East on Tarpon Av. To Safford.

Continue North on Safford to Public Works Yard. (*Empty sweeper*)

Head North on Safford to Live Oak St. Head West on Live Oak to Dodecanese.

Head North on Safford to Live Oak St. Head West on Live Oak to Dodecanese.

Head West on Dodecanese around round-about and back to Athens St. Head South on Athens to Ceder St.

Make U-turn and head North on Athens to Dodecanese. Head East on Dodecanese to Alt 19.

### Wednesday – 5:00 am

Head North on Safford to Live Oak St. Head West on Live Oak to Dodecanese.

Head West on Dodecanese around round-about and back to Athens St. Head South on Athens to Ceder St.

Make U-turn and head North on Athens to Dodecanese. Head East on Dodecanese to Alt 19.

### Tuesday & Thursday – 5:00 am

South on Safford Av, then East on Lemon to Banana, then back to Safford.

Head South on Safford, then East on Boyer to Banana, then back to Safford.

Head South on Safford, then East on Lime to Banana, then back to Safford.

Head South on Safford, then East on Oakwood to Banana, then back to Safford.

Head South on Safford, then East on MLK to W. Morgan, then South on Morgan (U-turn @ Dollar General).

Head back on Morgan to Banana, continue North to Tarpon Av.

Head East on Tarpon Av to Safford & then North on Safford back to the PW Yard (*Empty sweeper*).

### Special Events – Days/Times Vary

The **last workday before** Event and **first workday after** Event, sweep the entire route or Event area.



**Environmental Products Group  
Presents a Proposal Summary**

of the



**Broom Bear**

Broom Bear Single Engine Street Sweeper with Dual Side Brooms

for

City of Tarpon Springs,



## **PRODUCT DESCRIPTION**

· Conveyor belt, variable height, right side dumping, 4.5 cubic yard hopper, with dual, hydraulically driven, trailing arm side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

## **STANDARD FEATURES**

- Broom side, 46" steel vertical digger 4 or 5 segment
- Broom side, air floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, belt type with 13 molded-in full width cleats
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Sidebroom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- 1 Year Parts and Labor Warranty
- AM/FM/CD Radio
- Left Hand Fender Mounted Mirror
- Steel Bristles with Polyethylene Segments
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual
- SURCHARGE-118

## **ADDITIONAL FEATURES**

- Standard Electric Horn



- Strip Main Broom (URB)
- Sidebroom Tilt Option Left Hand Including Indicator
- Sidebroom Tilt Option Right Hand Including Indicator
- 25' Fill Hose
- Midwest Autolube Sweeper and Chassis
- Package 2 : Single Rear/Single Hopper Beacon; LED with Guard
- Package A : LED Stop/Tail/Turn Lights
- Package B : Rear Mounted Arrowstick
- Package C : (2) Rear Low Mounted Oval Amber LED Flashers
- Package D : (2) Rear High Mounted Oval Amber LED Flashers
- 2 1/2 Lb. Fire Extinguisher
- Sweeper Service Manual

**Sourcewell Contract # 093021-ELG Price: \$346,898**



## CTS NPDES MS4 Permit – Sweeping

### STATE OF FLORIDA MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT

FACILITY NAME: Pinellas County MS4

PERMIT NUMBER: FL5000005-004 — MAJOR Facility

ISSUANCE DATE: JULY 1, 2018

EXPIRATION DATE: JUNE 30, 2023

#### PERMITTEES:

Belleair, Town of  
901 Ponce de Leon Boulevard  
Belleair, FL 33756

Belleair Beach, City of  
444 Causeway Boulevard  
Belleair Beach, FL 33786

Belleair Bluffs, City of  
2747 Sunset Boulevard  
Belleair Bluffs, FL 33770

Clearwater, City of  
Post Office Box 4748  
Clearwater, FL 33758

Dunedin, City of  
542 Main Street  
Dunedin, FL 34698

Florida Department of  
Transportation District Seven  
11201 North McKinley Drive,  
MS-1000  
Tampa, FL 33612

Gulfport, City of  
2401 53rd Street South  
Gulfport, FL 33737

Indian Rocks Beach, City of  
1507 Bay Palm Boulevard  
Indian Rocks Beach, FL  
33785

Kenneth City, Town of  
6000 54th Avenue  
Kenneth City, FL 33709

Largo, City of  
Post Office Box 296  
Largo, FL 33779

Madeira Beach, City of  
300 Municipal Drive  
Madeira Beach, FL 33708

North Redington Beach, Town of  
190 173rd Avenue  
North Redington Beach, FL 33708

Oldsmar, City of  
100 State Street West  
Oldsmar, FL 34677

Pinellas County  
315 Court Street  
Clearwater, FL 33756

Pinellas Park, City of  
5141 78th Avenue North  
Pinellas Park, FL 33781

Redington Beach, Town of  
105 164th Avenue  
Redington Beach, FL 33708

Redington Shores, Town of  
17425 Gulf Boulevard  
Redington Shores, FL 33708

Safety Harbor, City of  
1200 Railroad Avenue  
Safety Harbor, FL 34695

St. Pete Beach, City of  
155 Corey Avenue  
St. Pete Beach, FL 33706

Seminole, City of  
9199 113th Street North  
Seminole, FL 33772

South Pasadena, City of  
7047 Sunset Drive South  
South Pasadena, FL 33707

Tarpon Springs, City of  
324 East Pine Street  
Tarpon Springs, FL 34688-5004

Treasure Island, City of  
120 108th Avenue  
Treasure Island, FL 33706



### PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

The permittees shall comply with the following schedules for SWMP implementation and permit compliance.

#### A. Implementation of Stormwater Management Programs.

STORMWATER MANAGEMENT PROGRAM:		
3. <i>Roadways.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually.</p> <p>The permittees shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: <a href="https://floridadep.gov/sites/default/files/GuidanceSt-Sweep_05-03-04_0.pdf">https://floridadep.gov/sites/default/files/GuidanceSt-Sweep_05-03-04_0.pdf</a>. A permittee may use results from a similar study if it is approved by the Department.</p> <p>Maintain documentation of the street sweeping program activities.</p>	<p>Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of total nitrogen (TN) and total phosphorus (TP) that were removed by the collection of sweepings, in each ANNUAL REPORT.</p>



## PART IX. GENERAL CONDITIONS

These general conditions apply to all permits subject to Chapter 62-620, F.A.C. except as noted.

- (1) The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[Subsection 62-620.610(1), F.A.C.]*
- (2) This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[Subsection 62-620.610(2), F.A.C.]*
- (3) As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringements of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[Subsection 62-620.610(3), F.A.C.]*
- (4) This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[Subsection 62-620.610(4), F.A.C.]*
- (5) This permit does not relieve the permittee(s) from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee(s) to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee(s) shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee(s) in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[Subsection 62-620.610(5), F.A.C.]*
- (6) If the permittee(s) wishes to continue an activity regulated by this permit after its expiration date, the permittee(s) shall apply for and obtain a new permit. *[Subsection 62-620.610(6), F.A.C.]*
- (7) *[General Condition Subsection 62-620.610(7), F.A.C. is excepted by Rule 62-624.310, F.A.C.]*
- (8) This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee(s) for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[Subsection 62-620.610(8), F.A.C.]*



- (9) The permittee(s), by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
- (a) Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - (b) Have access to and copy any records that shall be kept under the conditions of this permit;
  - (c) Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - (d) Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules. *[Subsection 62-620.610(9), F.A.C.]*
- (10) In accepting this permit, the permittee(s) understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[Subsection 62-620.610(10), F.A.C.]*
- (11) When requested by the Department, the permittee(s) shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee(s) shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee(s) becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[Subsection 62-620.610(11), F.A.C.]*
- (12) *[General Condition Subsection 62-620.610(12), F.A.C. is excepted by Rule 62-624.310, F.A.C.]*
- (13) The permittee(s), in accepting this permit, agrees to pay the applicable regulatory program and surveillance fees in accordance with Rule 62-4.052, F.A.C. *[Subsection 62-620.610(13), F.A.C.]*
- (14) This permit is transferable only upon Department approval in accordance with Subsection 62-620.610(14), F.A.C. The permittee(s) shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[Subsection 62-620.610(14), F.A.C.]*
- (15) *[Not Applicable] [Subsection 62-620.610(15), F.A.C.]*



- (16) *[General Condition Subsection 62-620.610(16), F.A.C. is excepted by Rule 62-624.310, F.A.C.]*
- (17) *[General Condition Subsection 62-620.610(17), F.A.C. is excepted by Rule 62-624.310, F.A.C.]*
- (18) Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C. and 40 CFR 136, as appropriate.
- (a) *[Not Applicable]*
  - (b) *[Not Applicable]*
  - (c) *[Not Applicable]*
  - (d) Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified through the Department of Health Environmental Laboratory Certification Program. Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit.
  - (e) Field activities including on-site test and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
  - (f) Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220 and 62-160.330, F.A.C. *[Subsection 62-620.610(18), F.A.C.]*
- (19) Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[Subsection 62-620.610(19), F.A.C.]*
- (20) The permittee(s) shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee(s) becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee(s) becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (a) The following shall be included as information which must be reported within 24 hours under this condition:
    - 1. *[Not Applicable]*
    - 2. *[Not Applicable]*
    - 3. *[Not Applicable]*
    - 4. Any unauthorized discharge to surface or ground waters.
  - (b) Oral reports as required by this subsection shall be provided as follows:
    - 1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons



from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:

- a. Name, address, and telephone number of person reporting;
  - b. Name, address, and telephone number of permittee or responsible person for the discharge;
  - c. Date and time of the discharge and status of discharge (ongoing or ceased);
  - d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
  - e. Estimated amount of the discharge;
  - f. Location or address of the discharge;
  - g. Source and cause of the discharge;
  - h. Whether the discharge was contained on-site, and cleanup actions taken to date;
  - i. Description of area affected by the discharge, including name of water body affected, if any; and
  - j. Other persons or agencies contacted.
2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee(s) becomes aware of the circumstances.

- (c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report. *[Subsection 62-620.610(20), F.A.C.]*

(21) [Not Applicable] [Subsection 62-620.610(21), F.A.C.]

(22) [General Condition Subsection 62-620.610(22), F.A.C. is excepted by Rule 62-624.310, F.A.C.]

(23) [General Condition Subsection 62-620.610(23), F.A.C. is excepted by Rule 62-624.310, F.A.C.]



per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours



# Annual Reporting Form to FDEP



## Annual Report Form For Individual NPDES Permits For Municipal Separate Storm Sewer Systems (RULE 62-624.600(2), F.A.C.)

<b>Part III.A.3</b>	<b>Roadways</b>				
	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected. <i>Note: If the permittee does not contract activities, delete CONTRACTOR activities.</i>				
<b>SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE</b>					
<b>A.</b>	<b>B.</b>	<b>C.</b>	<b>D.</b>	<b>E.</b>	<b>F.</b>
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity	Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen and total phosphorus loadings that were removed by the collection of sweepings. If no street sweeping program is implemented, provide the explanation of why not in column F				
	Frequency of street sweeping	Daily	Navaline W/O System & NPDES Component Tracking Database	Streets & Stormwater Division	One sweeper is run on a qnd system daily & certain times a year a second sweeper is used as well
	Total miles swept (per year)	5,829	Navaline W/O System & NPDES Component Tracking Database	Streets & Stormwater Division	*Of our 3 sweepers, for most of the year, some or all were out of service for repairs
	Estimated quantity of sweeping material collected (cubic yards)	941	Navaline W/O System & NPDES Component Tracking Database	Streets & Stormwater Division	One sweeper is run on a qnd system daily & certain times a year a second sweeper is used as well
	Total phosphorous loadings removed (pounds)	680	Navaline W/O System & NPDES Component Tracking Database	Streets & Stormwater Division	FDEP Calculated Nutrient Load Reductions from MS4 Maintenance Practices
	Total nitrogen loadings removed (pounds)	1,060	Navaline W/O System & NPDES Component Tracking Database	Streets & Stormwater Division	FDEP Calculated Nutrient Load Reductions from MS4 Maintenance Practices





**Solicitation Number: RFP #093021**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be



returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;



- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell



contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased



by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.



E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.



#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.



The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is



primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.



## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names



of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.



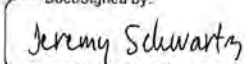
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

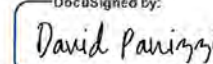
## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Elgin Sweeper Company

DocuSigned by:  
  
By: C0FD2A139DD6489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/15/2021 | 11:35 AM CST

DocuSigned by:  
  
By: 67407721F3A64A7...  
David Panizzi  
Title: Business Development Manager  
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/22/2021 | 10:11 AM CST

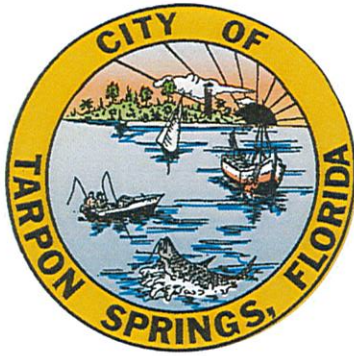


## **Elgin Sweeping #093021-ELG**

Pricing for contract #093021-ELG offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis





# CITY OF TARPON SPRINGS, FL


## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis CPPO, NIGP-CPP, Procurement Services Director   
**DATE:** 01/10/2023  
**SUBJECT:** Approve Release of Request for Proposals (RFP) for City Attorney-Re-bid

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### RECOMMENDATION:

Approve Release of Request for Proposals (RFP) for City Attorney-Re-bid for an initial three-year period for the City.

### BACKGROUND:

The City is currently in need of Attorney Services. The City Attorney related services encompass comprehensive legal representation for the City of Tarpon Springs, City Commissioners, Charter Officials, Executive Staff, and the Citizen Boards and Committees. The original RFP resulted in three proposals, two of which elected to remove their firms from the selection process. This left one firm, which the board then voted to reject and re-bid.

Items for Recommendation in the RFP:

#### Request for Proposal Requirements

1) The initial term will be for a period of three (3) years. The contract may be renewed for one (1) additional two-year period by mutual consent of both the City and the firm.

2) The initial evaluation and interview process will be conducted by the Board of Commissioners.

A. The selection of a City Attorney will be made using the following process:

1) Staff will open the proposals on the submittal due date and time. The proposals will then be packaged (electronically) for distribution to the Elected Officials (Board of Commissioners), who will perform the initial ranking based upon the written documentation/qualifications. Initial ranking will be turned in to the procurement department by a to be determined date based on the number of proposals received.



- 2) The procurement department will make a composite ranking sheet and firms which have submitted proposals will be notified of their ranking.
- 3) The three top law firms will be required to attend a thirty (30) minute oral presentation /interview with Board of Commissioners in a public meeting– the Firm will be given (15) minutes for a presentation and then following will be a question and answer session.
- 4) The City may also request a tour of the proposer's law firm or place of business. The City shall not be liable for any costs incurred by the proposer in connection with any interviews or presentations.
- 4) At the Board of Commissioner's meeting, the Board of Commissioners will establish the final rankings.

B. After the Board of Commissioners has established the final ranking, negotiations with the first ranked attorney or law firm will be initiated. If those negotiations are unsuccessful, the Board of Commissioners will then open negotiations with the next ranked attorney or law firm. Upon successful execution of a contract, the remaining firms will be notified that the process has been completed and that they were not selected.

C. The Board of Commissioners reserves the right to reject any or all proposals, to further negotiate any proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, and to waive any irregularities in any proposal.

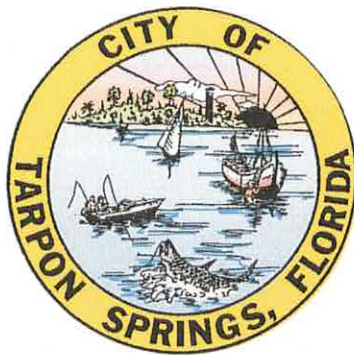
The overall Qualification Criteria for evaluation will be comprised of the original criteria and the following additions:

- Provide an internet link/website address, to a minimum of 3, current or past City Publicly Recorded meetings involving your firm, as City Attorney. The meetings should be: of a quasi-judicial nature; meeting interpretation of rules; and/or required City Attorney interaction. Specifically identify the date of those meetings and the minute mark and/or agenda item number.
- Provide filled out meeting schedule of which attorneys will attend the selected highlighted meetings that are required attendance by the City Attorney.
- The number of contracts reviewed and executed within the past 12 months.
- Average cycle time per matter (the time it takes to handle a legal matter from beginning to end).
- If proposing change to First and Third Tuesday of the month meeting for Regular Commissioners' Board meeting.
- Any Attorneys that may represent the City in any meetings, shall be required to attend the interview session for the Firms that are shortlisted.
- Responses of references, and responsiveness and clarity of proposal related to information requested. Board Members may individually contact any references listed in the proposals.

Final change would be to try to advertise on an outreach basis to acquire maximum competition.

Florida Bar association, Demandstar.com, Law Publications etc.





# 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:** 01/10/2023  
**SUBJECT:** Award RFP No. 230040-P-JL, Litigation Attorney Services Agreement

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### RECOMMENDATION:

Award RFP No. 230040-P-JL, Litigation Attorney Services Agreement to Unice Salzman Jensen, P.A., for the City.

### BACKGROUND:

The purpose of this agreement is to provide Litigation Attorney related services for select matters that are of a nature that requires recognized expertise, experience, or specialized subject matter knowledge of all levels of Florida State, County, and Municipal government, and Constitutional Law.

On October 25, 2022, the City solicited an announcement for Litigation Attorney Services. The RFP closed on November 15, 2022. On December 7, 2022, a public meeting was held to interview the four Firms that submitted proposals. On December 12, 2022, the Board of Commissioners chose Unice Salzman Jensen, P.A. as the Litigation Attorney for the City. The final negotiated signed agreement is based on an hourly rate of \$175.00 per hour. The agreement and attachments are attached.

**FUNDING:** 001-0702-514-31.02-Professional Services/Litigation



**Tabulation of Bids**

**For**

**Bid No. 230040-P-JL**

**Litigation Attorney Services**

November 15, 2022 @ 3:00 p.m.

<b>Company</b>
Clark-Hill, PLC Satellite Beach, FL
Saxon-Gilmore & Carraway, P.A. Tampa, FL
Unice Salzman Jensen P.A. Trinity, FL
Waugh Grant PLLC Orlando, FL

Broadcast: 146    Planholders: 14    Responses: 4

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



## AGREEMENT FOR LITIGATION ATTORNEY SERVICES

This Agreement for City Attorney Services ("Agreement") between the City of Tarpon Springs, Florida, a municipal corporation with its principal place of business located at 324 E. Pine St., Tarpon Springs, FL 34689 ("City") and Unice Salzman Jensen PA, a Florida corporation, located at 1815 Little Road, Trinity, FL 34655 ("FIRM NAME"), for the provision of attorney services is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ ("Effective Date").

**WHEREAS**, the City issued a request for Attorney services on October 25, 2022; and

WHEREAS, the CITY desires to engage the FIRM to perform certain LEGAL services pertinent to such work as requested in RFQ/RFP No. 230040-P-JL, which is attached as Exhibit B, DATED \_\_\_\_\_ and made a part hereof by reference, and in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such LEGAL services as described in the Scope of Services, which is attached as Exhibit A and made a part hereof by reference, and in accordance with this Agreement; AND

**WHEREAS**, the City Board of Commissioners, after considering the proposal response to the request for Litigation Attorney services and the qualifications and proposed services therein, awarded this contract to Unice Salzman Jensen PA at its duly held public meeting on \_\_\_\_\_, 2022; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Litigation Attorney Services.** Unice Salzman Jensen PA shall provide all city attorney services pursuant to the City Charter and applicable ordinances and as described and on the terms set forth in this Amended Agreement. Specifically, Andrew Salzman of Unice Salzman Jensen PA shall primarily provide the "Litigation Attorney Services" described below.

2. **Rates.** For \_\_\_\_\_ services for representation, the City will pay an hourly fee of \$~~175.00~~ per hour. The rate will not change throughout the period of the term, defined below.

3. **Expenses.** The rates and fees set forth above do not include out-of-pocket expenses, such as fees for postage, copies, court reporter fees, title search fees or other third party expenses. Legal Research is only charged if necessary to reimburse for costs incurred outside of \_\_\_\_\_ Legal Research plan and if previously approved by the City.



Unice Salzman Jensen PA will comply with the City's travel policy, as may be amended from time to time.

4. **Payment.** Unice Salzman Jensen PA will invoice the City monthly for services incurred for the prior month. \_\_\_\_\_ statements contain a summary of each matter for which legal services have been rendered. All undisputed billing changes are due and payable in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 et seq. Any dispute regarding payment will be promptly addressed and a resolution attempted in accordance with a dispute resolution procedure established pursuant to the Florida Local Government Prompt Payment Act. Any payments made on past due statements are applied first to the oldest outstanding statement.

5. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of up to two (2) years, and may be renewed as provided in this paragraph (the Contract Term). This Agreement may be renewed for an additional one (1) year period unless written notice of termination is provided prior to the expiration of the Contract Term. However, in no event may this Agreement renew beyond the maximum duration set forth in the then-current Procurement Policy established by the City Commission without the City complying with any and all requirements of the Procurement Policy. All rates will be held firm throughout the period of the Contract Term. This Agreement is terminable at will by either party. However, the termination of this Agreement will not terminate the City's obligation to pay fees and expenses incurred prior to the termination.

5. **Insurance.** Unice Salzman Jensen PA will maintain, at a minimum, insurance on the terms and in the amounts stated in the original contract agreement throughout the Contract Term.

6. **Hold Harmless.** Unice Salzman Jensen PA will hold the City harmless on the terms and conditions as stated in the original agreement.

**7. Public Records Law**

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the Town to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.



(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

#### **PUBLIC RECORDS CUSTODIAN**

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

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

**8. Amendment.** This Agreement may not be amended or modified except in writing, executed by the Parties.

**9. Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.

**10. Choice of Law and Venue.** This Amendment and the Agreement shall be construed by and controlled under the laws of the State of Florida. The parties to this Amendment submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County, Florida.



11. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

12. Except as amended by this First Amendment, all other terms of the Agreement shall continue in full force and effect, and the Parties hereby ratify and confirm the Agreement as amended herein.

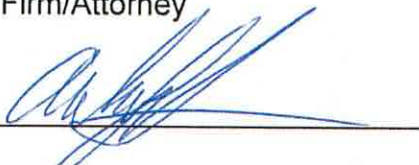
13. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, this First Amendment shall control.

**IN WITNESS WHEREOF,** the Parties, by their authorized signatures below, have executed this Agreement.

Unice Sutzman Jensen PA  
Name of Firm/Attorney

**City of Tarpon Springs**

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

  
Name of Authorized Rep  
Andrew J. Sutzman

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

Mark G. LeCouris,  
City Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> 727-522-7777 <b>FAX (A/C, No):</b> 727-521-2902 <b>E-MAIL ADDRESS:</b> certificates@w3ins.com	
<b>INSURED</b> Unice Salzman Jensen, P.A. 2nd Floor. 1815 Little Road Trinity FL 34655		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Associated Industries Ins Co., Inc. <b>INSURER B:</b> Old Dominion Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 23140 40231	

**COVERAGES****CERTIFICATE NUMBER:** 999944338**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BPG5698X	9/2/2022	9/2/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BPG5698X	9/2/2022	9/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUG5698X	9/2/2022	9/2/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AWC1188341	11/6/2022	11/6/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Location: 1815 Little Rd, 2nd Floor, Trinity, FL 34655

Certificate holder is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Tarpon Springs  
324 Pine St  
Tarpon Springs FL 34689

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

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<b>PRODUCER</b> Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	<b>CONTACT NAME:</b> Certificates	
	<b>PHONE (A/C, No, Ext):</b> 727-522-7777	<b>FAX (A/C, No):</b> 727-521-2902
<b>INSURED</b> Unice Salzman Jensen, P.A. 2nd Floor. 1815 Little Road Trinity FL 34655	<b>E-MAIL ADDRESS:</b> certificates@w3ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Associated Industries Ins Co., Inc.	
	<b>INSURER B:</b> Old Dominion Ins. Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:** 999944336**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BPG5698X	9/2/2022	9/2/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BPG5698X	9/2/2022	9/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUG5698X	9/2/2022	9/2/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AWC1188341	11/6/2022	11/6/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Location: 1815 Little Rd, 2nd Floor, Trinity, FL 34655

Certificate holder is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Tarpon Springs  
324 Pine St  
Tarpon Springs FL 34689

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





MARIANA L. GALLASTEGUI  
VANESSA W. GERLICH  
JEFFREY D. JENSEN  
ANDREW J. SALZMAN  
ARIANA N. SILLER  
T.R. UNICE, JR., B.C.S.\*+

PATRIOT BANK BUILDING, SECOND FLOOR  
1815 LITTLE ROAD  
TRINITY, FLORIDA 34655

Telephone: (727) 723-3772  
Facsimile: (727) 723-1421

WEBSITE: [www.unicesalzman.com](http://www.unicesalzman.com)

\*Board Certified Civil Trial Lawyer  
+American Board of Trial Advocates

## **RESPONSE TO REQUEST FOR PROPOSAL TO PROVIDE LITIGATION ATTORNEY SERVICES**

November 11, 2022

Janina Lewis, CPPO, NIGP-CPP  
Procurement Services Director  
City of Tarpon Springs  
324 E. Pine St.  
Tarpon Springs, FL. 34689

Dear Ms. Lewis:

The law firm, Unice Salzman Jensen, P.A. is pleased to submit this response to the request for litigation attorney services issued by City of Tarpon Springs. The information provided in this response demonstrates Unice Salzman Jensen, P.A. maintains a continual commitment to provide responsive and quality legal services to the public sector on a cost-effective basis. As a candidate for the position of litigation attorney, the undersigned will serve as the primary attorney during all contractual terms.

Unice Salzman Jensen, P.A. is available to represent the City of Tarpon Springs for all of the City's litigation matters. Attorneys for Unice Salzman Jensen P.A. have been representing and handling litigation for municipal clients for over 70 years. Unice Salzman Jensen, P.A., has and continues to handle all aspects of governmental litigation, in both State and Federal Courts, including but not limited to land use, environmental, zoning, civil rights, constitutional, ethics, negligence, sovereign immunity, Bert Harris claims, defense of code and ordinances, code enforcement, injunctive actions, declaratory actions, mediations, arbitrations, administrative, election challenges and labor and employment matters. Our experience in litigation allows us to develop unique strategies in prosecuting and defending municipal claims.

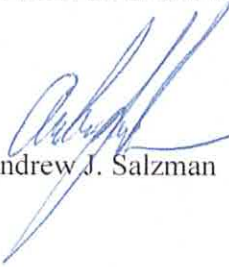
Unice Salzman Jensen, P.A. understands, agrees to abide by, and provide all services as outlined by the Request for Proposals and any subsequent changes. Unice Salzman Jensen, P.A. routinely provides advice and assistance on a vast array of municipal issues. As a routine aspect



of all litigation matters, we will timely respond to all requests from the Board of Commissioners and City Staff. We will provide the City of Tarpon Springs timely written status updates on the progress of all litigation. Unice Salzman Jensen, P.A., attorneys will attend regular and special meetings and workshop sessions as requested by the City Commission and City Staff. Unice Salzman Jensen, P.A., understands and agrees that the decision to select the City of Tarpon Spring's Litigation Attorney is a final decision by the City of Tarpon Springs Commission and not subject to litigation. We look forward to discussing our qualifications and answering any questions the City Commission or City Staff may have regarding our proposal.

Very truly yours,

**UNICE SALZMAN JENSEN, P.A.**



Andrew J. Salzman



**RESPONSE TO**  
**CITY OF TARPON SPRINGS**  
**REQUEST FOR PROPOSALS**  
**SPECIFICATIONS AND INSTRUCTIONS**  
**LITIGATION ATTORNEY SERVICES**  
**RFP 230040-P-JL**

**UNICE SALZMAN JENSEN, P.A.**  
**SouthState Bank Building, Second Floor**  
**1815 Little Road**  
**Trinity, Florida 34655**  
**Telephone: (727) 723-3772**  
**Facsimile: (727) 723-1421**

**Contact Person: Andrew J. Salzman, Esq.**  
**[asalzman@unicesalzman.com](mailto:asalzman@unicesalzman.com)**

**November 11, 2022**



**UNICE SALZMAN JENSEN, P.A.**

Firm’s Qualifications and Experience..... Page 1

Proposed Attorney’s Qualifications, Experience and Response to  
Questions.....Pages 2-7

Proposed Fee  
Schedule..... Page 8

Services.....Page 8

References..... Page 9



## **UNICE SALZMAN JENSEN, P.A.**

### **Firm's Qualifications and Experience**

Unice Salzman Jensen, P.A., is a professional association which has been in existence for approximately twenty-one years. Prior to that, two of the three principals of Unice Salzman Jensen, P.A., practiced together in another firm. We regularly employ six attorneys and seven paralegals. Unice Salzman Jensen, P.A., is an AV Preeminent rated firm by Martindale-Hubbell representing a variety of clients throughout the State of Florida, while concentrating its practice in the greater Tampa Bay area. The firm's primary experience is in the area of representation of local governmental agencies in administrative, State and Federal matters, the defense of personal injury matters, labor and employment matters and the defense of workers' compensation claims. The firm has 22 employees.

Mr. Salzman has been practicing law in the State of Florida since 1986 and after serving three (3) years in the Office of the State Attorney for the Sixth Judicial Circuit, Pinellas and Pasco Counties, he focused his representation on representing local governmental entities and special districts. In 1990, Mr. Salzman became the City Attorney for the City of Indian Rocks Beach, Florida and served in that capacity until April 2008. Mr. Salzman has served as the City Attorney for the City of Madeira Beach, the Town of Kenneth City, and the Town of Redington Beach. Mr. Salzman is the current City Attorney for the City of Gulfport. He currently represents Palm Harbor Special Fire Control District, East Lake Special Fire Control District, Fort Myers Beach Fire Control District and Lealman Special Fire Control District. Additionally, Mr. Salzman represents Palm Harbor Community Services Agency encompassing the Palm Harbor Library, Palm Harbor Recreation Services and the East Lake Library and East Lake Recreation. Mr. Salzman represents these governmental entities in all legal matters, including litigation involving sovereign and qualified immunity, civil rights, land use, constitutional, labor and employment, collective bargaining, contract, public records and sunshine law issues, before Federal, State, and Administrative Tribunals. Mr. Salzman serves as legal advisor to the Clearwater Code Enforcement Board and has served as code enforcement legal advisor to the City of South Pasadena. Mr. Salzman represents numerous businesses on corporate and labor and employment matters. In addition, Mr. Salzman represents numerous clients in insurance defense and workers' compensation matters including, the City of Madeira Beach, City of Treasure Island, Town of Indian Shores, Pinellas Suncoast Transit Authority, City of Arcadia, Pinellas County Juvenile Welfare Board, Summit, Preferred Government Insurance Trust and several insurance companies.

Mr. Salzman will be the primary attorney handling the litigation matters.

In addition to Mr. Salzman, the firm has five (5) other attorneys and seven (7) paralegals, each of the attorneys and paralegal is assisted by state-of-the-art computer network system and facilities which effectively deliver quality legal services and efficient communications with clients. While our office is in close proximity of the City of Tarpon Springs, we are available to communicate daily by telephone, video and e-mail.



## **UNICE SALZMAN JENSEN, P.A.**

### **SHAREHOLDERS**

**T.R. UNICE, JR.**, born Uniontown, Pennsylvania, December 29, 1957; admitted to bar, 1982, Florida; 1983, U.S. District Court, Middle District of Florida; 1985, U.S. Court of Appeals, 11<sup>th</sup> Circuit; 1987, U.S. Supreme Court; Education: Washington and Jefferson College (B.A., 1979); The American University, (1978); Ohio Northern University (J.D., 1982); Board Certified Civil Trial Lawyer by the Florida Bar and nationally by the American Board of Trial Advocacy. Member: Pinellas County, St. Petersburg and Clearwater Bar Associations; Who's Who In American Law, 1992; Defense Research Institute; Trial Lawyers Association; Pinellas County Claims Association; Certified Circuit Court Arbitrator, Sixth Judicial Circuit; Assistant State Attorney, 6<sup>th</sup> Judicial Circuit of Florida, 1983-86.

**ANDREW J. SALZMAN**, born West Palm Beach, Florida, August 19, 1960; admitted to bar, 1986, Florida. Education: University of Florida (B.S. 1982); Stetson University College of Law (J.D. 1986). Admitted: U.S. District Court, Middle District of Florida; U.S. Court of Appeals, 11<sup>th</sup> Circuit. Assistant State Attorney, Sixth Judicial Circuit of Florida, 1986-1989. Member: Clearwater Bar Association (Chairman, Local Government Law Committee 1992-1994; Director, Young Lawyers Section; Chairman, Athletic Committee); The Florida Bar; Pinellas County Trial Lawyers Association; Pinellas Inns of Court; American Bar Association; Defense Research Institute; Florida Bar Grievance Committee Member (6-C); Florida Defense Lawyers Association.

**JEFFREY D. JENSEN**, born Charleston, South Carolina, April 17<sup>th</sup>, 1967; admitted to Florida Bar 2005; U.S. District Court for the Middle District of Florida 2005; Education: St. Petersburg College 1995 (A.A. magna cum laude 1995), University of South Florida 2001 (B.A. summa cum laude), Stetson University College of Law 2004 (J.D. cum laude). Member: The Florida Bar, American Bar Association, the Clearwater Bar Association.



## UNICE SALZMAN JENSEN, P.A.

### ASSOCIATES

**MARIANA L. GALLASTEGUI, Esq.**, received a Bachelor of Arts degree in Business Administration from the University of Florida in 2014. She earned her Juris Doctorate degree from Fordham University College of Law in 2018. Mariana has practiced in the area of estate planning, insurance litigation, medical malpractice and nursing home litigation. She was born in Clearwater Florida. Member: The Florida Bar.

**VANESSA W. GERLICH, Esq.**, admitted to Florida Bar 2017; Education: University of Florida, Bachelor of Arts 2014 in Criminology graduating *Summa Cum Laude*; Stetson University College of Law (J.D. 2017). While attending Stetson she interned with the St. Petersburg City Attorney's Office. Membership: The Florida Bar. Vanessa is fluent in German.

**ARIANA N. SILLER, Esq.**, is a mid-west native who received two undergraduate degrees from Purdue University, Bachelor of Arts in Psychology and a Bachelor of Arts in Pre-law. Upon graduation she obtained her Juris Doctorate from Stetson University College of Law in 2014. Member: The Florida Bar since 2015.



## **UNICE SALZMAN JENSEN, P.A.**

### **T.R. UNICE, JR.**

**T.R. UNICE, JR.**, born Uniontown, Pennsylvania, December 29, 1957; admitted to the bar, 1982, Florida. Education: Washington and Jefferson College (B.A., 1979); The American University (1978); Ohio Northern University (J.D., 1982). Member: Clearwater Bar Association, St. Petersburg Bar Association, Pinellas County Trial Lawyers Association, Pinellas County Claims Association, Defense Research Institute.

Mr. Unice began his law practice as an Assistant State Attorney for the Sixth Judicial Circuit in Pinellas and Pasco County, Florida, in 1983 immediately after law school, wherein he served on the Arson Prosecution Unit working closely with insurance companies, state arson and fraud investigators, and local fire investigative teams. After leaving the Office of the State Attorney in 1983, Mr. Unice devoted his practice to insurance defense litigation. Mr. Unice's background includes representing insurance companies and self-insured entities in all types of personal injury and civil rights matters, and motor vehicle and truck accidents.

In addition to being a member of the Florida Bar, Mr. Unice is a Board-Certified Civil Trial Lawyer by the Florida Bar and nationally by the American Board of Trial Advocacy. Only a small percentage of Florida trial lawyers are Board certified. In order to become Board certified by these entities, an attorney must demonstrate an exceptional level of trial skills, try a minimum number of cases and receive favorable reviews of judges and other Board-Certified attorneys. He has been awarded an AV Preeminent rating by Martindale-Hubbell. He is admitted to practice in the state courts of Florida, the U.S. District Court for the Middle District of Florida, the United States Eleventh Circuit Court of Appeals, and the Supreme Court of the United States.



## **UNICE SALZMAN JENSEN, P.A.**

### **ANDREW J. SALZMAN**

**ANDREW J. SALZMAN**, was born in West Palm Beach, Florida, on August 19, 1960, and was raised in Miami, Florida. Mr. Salzman attended the University of Florida, where he graduated with a Bachelor of Science degree in psychology in 1982.

Mr. Salzman attended Stetson University College of Law receiving his Juris Doctorate in 1986. While at Stetson, Mr. Salzman was a member of the Moot Court Board and participated in the State Moot Court competition. He was a member of the American Bar Association Mock Trial Board and Mock Trial Team, participating in both regional and state competitions. After graduating from law school, Mr. Salzman joined the Office of the State Attorney of the Sixth Judicial Circuit of Florida. He held that position for over three years, serving in both the Misdemeanor Division, as Misdemeanor Lead Trial Attorney, and Felony Division. Mr. Salzman is a member of the American Bar Association, Florida Bar, U.S. District Court, Middle District of Florida, U.S. Court of Appeals, 11<sup>th</sup> Circuit, Clearwater Bar Association (past Chairman, Local Government Law Section, Young Lawyers Section Director and Athletic Chairman), Pinellas County Trial Lawyers Association (Secretary), American Inns of Court, Pinellas Inn (Barrister), Defense Research Institute, Florida Bar Grievance Committee Member (6-C), and Florida Defense Lawyers Association. Mr. Salzman served on the Board of Directors for over 10 years and as President of Temple B'nai Israel from 2012-2014. Mr. Salzman was a founder and served as a director of Patriot Community Bank for over 13 years. Mr. Salzman is a member of Leadership Pinellas and currently serves on their Board of Directors. Mr. Salzman has lectured on numerous topics including workers' compensation, ADA, FMLA, Public Records, the Sunshine Law and the Municipal Board Governance. Mr. Salzman is an AV Preeminent rated attorney by Martindale-Hubbell.



## UNICE SALZMAN JENSEN, P.A.

### JEFFREY D. JENSEN

**JEFFREY D. JENSEN** was born in Charleston, South Carolina, on April 17, 1967. He settled in the Tampa Bay area in 1981. Mr. Jensen enlisted in the United States Air Force in 1985, serving in the Southwestern region of the United States, Europe, and Asia. He returned to Tampa Bay in 1989 and became a member of the St. Petersburg Police Department, where he still serves as a reserve officer. While working, he received his Associate and Bachelor of Arts degrees from St. Petersburg College and the University of South Florida.

Mr. Jensen attended Stetson University College of Law, obtaining his Juris Doctorate degree in 2005. While at Stetson, he served on the Editorial Board of the *Stetson Law Review* and participated in Stetson's Honors Program. He completed an internship with the City of St. Petersburg's City Attorney's Office, where he assisted in police-related litigation. Upon graduation he worked at a small firm specializing in defending civil rights and related litigation. He also serves as a member of St. Petersburg's Nuisance Abatement Board.

Mr. Jensen's primary practice areas include insurance defense litigation and governmental representation. He has and continues to litigate on behalf of governmental agencies in all aspects of State, Federal and Administrative matters. He is a member of the Florida Bar and the American Bar Association and is also licensed to practice before the United States District Court for the Middle District of Florida.



## **UNICE SALZMAN JENSEN, P.A.**

### **PROPOSED FEE SCHEDULE**

In its representation of other governmental clients, Unice Salzman Jensen, P.A. has utilized an hourly fee structure to perform the types of services described in the request for legal services. We provide our clients with monthly invoices, which detail all tasks performed by the firm's attorneys and paralegals during the prior month, the hourly rate charge, and an itemization of costs. The firm pays for out-of-pocket expenses and includes those costs on the next appropriate monthly bill. Typically, the firm does not bill for either short telephone conversations with our clients or discussions amongst our attorneys and staff. We propose a fee structure whereby we would be compensated at a rate of \$175.00 per hour work performed by firm attorneys and \$100.00 per hour for work performed by paralegals, with these fees to be review on an annual basis. The City would also be responsible for all costs we incur in the course of representing the City, such as travel outside of the Tampa Bay area, copy costs, facsimile charges, long distant telephone calls, federal express charges, costs for computerized legal research, filing fees, messenger services, and other out-of-pocket costs. In handling litigation, it is difficult to ascertain a monthly retainer due to litigations inherent ebbs and flows, however as the City desires a monthly retainer option, the amount proposed would be \$6,000.00 per month. We are willing to discuss our proposed fee structure with the City.

### **SERVICES**

Unice Salzman Jensen, P.A. has reviewed and acknowledges the contents of the Notice for Request for Proposal to provide attorney litigation services for the City of Tarpon Springs. Unice Salzman Jensen, P.A. has vast experience in all areas outlined in the Request for Proposal and will adhere to the criteria contained in the overview along with the items contained in the Attachments. Unice Salzman Jensen, P.A., is uniquely qualified to handle all aspects of local government litigation matters. Our firm acknowledges that the City's decision to award this contract is final and there will be no litigation instituted as a result of the City's selection. The firm's attorneys have over seventy (70) years of experience representing and litigating on behalf of local governments.



# UNICE SALZMAN JENSEN, P.A.

## FIRM'S INFORMATION

Firm Name: Unice Salzman Jensen, P.A.  
Contact Names: Andrew J. Salzman, Esquire  
Addresses: SouthState Bank Building, Second Floor  
1815 Little Road  
Trinity, Florida 34655  
Phone: 727-723-3772  
Fax: 727-723-1421

Contact E-Mail Address: [asalzman@unicesalzman.com](mailto:asalzman@unicesalzman.com)

References: Chief Richard Graham  
Lealman Special Fire Control District  
4360 55<sup>th</sup> Avenue North  
St. Petersburg, Florida 33714  
Phone: 727-526-5650 x225  
Fax: 727-525-9657

Mr. Gene Coppola  
Palm Harbor Library  
2330 Nebraska Avenue  
Palm Harbor, Florida 34683  
Phone: 727-796-0911  
Fax: 727-799-4518

James O'Reilly, City Manager  
City of Gulfport  
2401 53<sup>rd</sup> Street South  
Gulfport, Florida 33707-5161  
Phone: 727-893-1000  
Fax: 727-893-1005

Chief Jason Gennaro  
East Lake Tarpon Special Fire Control District  
3375 Tarpon Lake Blvd  
Palm Harbor, Florida 34685  
Phone: 727-784-8668  
Fax: 727-474-5830



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**AUTHORIZED REPRESENTATIVE**



**UNICE SALZMAN JENSEN, P.A.**



ATTACHMENT A

TECHNICAL PROPOSAL FORMS

Technical Proposal Form 1  
PROPOSER CERTIFICATION AND WARRANTY  
FORM

---

1. Legal Name of Proposer. (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.)

Unice Salzman Jensen, P.A. (S Corporation)

2. Name/title of contact person for the Proposer:

Andrew J. Salzman, Esquire  
Attorney at Law and Shareholder at Unice Salzman Jensen, P.A.  
Florida Bar Number: 603929

3. Local business and mailing address:

Unice Salzman Jensen, P.A.  
SouthState Building, Second Floor  
1815 Little Road  
Trinity, Florida 34655

4. Primary business and mailing address:

Unice Salzman Jensen, P.A.  
SouthState Building, Second Floor  
1815 Little Road  
Trinity, Florida 34655

5. Telephone: ( 727 ) 723-3772 Fax : ( 727 ) 723-1421

6. Federal Employer Identification Number (FEIN): 59-3664875


7. The business has been in operation under its present name since: 9/15/2014


The above-named Proposer does hereby warrant and certify under Oath:


- A. That the name of the Proposer as it shall appear on all contracts and agreements is as stated above.
- B. That the Proposer understands all requirements of the RFP and states that as a serious Proposer it will comply with all the stipulations included in the RFP package.
- C. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:





- D. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
- E. That the Proposer is not in arrears to City of Tarpon Springs upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to City of Tarpon Springs except as expressly stated below.
- F. That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- G. That the Proposer acknowledges, understands, and agrees that the RFP does not reflect all of the requirements for the Project and that these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.
- H. That the Proposer has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services to be required hereunder. The Proposer further certifies and agrees that no person having any such interest shall be employed or engaged by the Proposer for said performance does not have or will any member of the team, person or employee be involved, engaged or employed on a contingent fee basis.
- I. That the Proposer has received and carefully examined all Addenda issued prior to Proposal Opening.

Addendum #1  
Acknowledged: 

Addendum #2  
Acknowledged: 

Addendum #3  
Acknowledged: 

Addendum #4  
Acknowledged: 

Addendum #5  
Acknowledged: 

- J. That the Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- K. That the Proposer certifies that the Pricing Schedule Proposal contains the required Proposal Bond-N/A.
- L. That neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this RFP for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached



Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City Board of Commissioners or any person interested in the RFP; and

- M. The price or prices provided in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties of interest, including affiant.
- N. All statements made by the Proposer in the proposal are true and accurate as of the Proposal submittal date.

Proposer hereby acknowledges the above certifications and attests to the accuracy of affirmation and assertions contained therein.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

BY: Michelle Solt

(SEAL)

Witness

[Signature]  
(Authorized signature in ink)

Michelle Solt

Witness

Andrew J. Salzman

(Printed name of signer)

Attorney at Law, Shareholder

(Printed Title of signer)

CORPORATE SEAL  
(Where appropriate)

11/9/2022  
(Date signed)



Technical Proposal Form 2  
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Andrew J. Salzman, Esquire

Firm: Unice Salzman Jensen, P.A.

Title: Attorney at Law, Shareholder

Years employed by firm: 21 years

Total Professional Experience 36 years

Professional Registration  
and Licenses

(type/state/year/license number): Federal Courts: U.S. District Court of Florida, Middle District of Florida  
State Courts: Florida; AV Rated 22 years; Florida Bar 603929

Primary Attorney: Andrew J. Salzman, Esquire

Location of Individual During Entire Project: Trinity, Florida 34655

Description of Role/Responsibilities:

Attorney Andrew J. Salzman shall provide all litigation attorney services as outlined in the Request for  
Proposals and assigned by the City Manager and/or City Board of Commissioners.

Expected Time Commitment to Project:

Primary Attorney 100 %



ATTACHMENT B  
SCHEDULE AND COST PROPOSAL FORMS

(MUST BE PROVIDED IN SEPARATE, FILE WITHIN PROPOSAL SUBMISSION PACKAGE)  
SCHEDULE PROPOSAL FORM 1

City of Tarpon Springs Litigation Attorney Services

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. The undersigned understands that this Proposal must be signed to avoid rejection by City of Tarpon Springs.

THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING REQUEST FOR PROPOSALS AND ALL RELATED ATTACHMENTS AND DOCUMENTS, INCLUDING THE SUBSEQUENT AGREEMENT (ATTACHMENT C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

\*\*\* USE BLACK INK \*\*\*



Form 1  
PRICING SUMMARY FOR PROPOSAL NO. 230040-P-JL  
Litigation Attorney Services

OFFERER \_\_\_\_\_

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Agreements.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. **ePayables:** Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes \_\_\_\_\_ No X

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

Proposer will complete the Work in accordance with the Proposal Documents for the unit prices shown on the Pricing Summary below.

4. Proposers are aware that the dollar amount shown herein is to be utilized by the City as a guide to the best qualified Proposer. The actual total compensation paid Proposer for the project described in these Agreements may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Agreements. Contingency and allowances will be utilized in accordance with the Agreement.

The above-named Proposer affirms and declares:

- A. That the Proposer has carefully examined the Work and that, based upon its own investigations, Proposer has fully satisfied itself as to: (1) the nature and location of the Work; (2) the character, quality and quantity of all materials needed for the performance of the Work; (3) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (4) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (5) all other items which may in any way affect or impact the Work or its performance.
- B. Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. Proposer hereby certifies that Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees and/or costs.



230040-P-JL

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

BY: Michelle Solt  
(SEAL)  
Witness

[Signature]  
(Authorized signature in ink)

Michelle Solt  
Witness

Andrew J. Salzman

(Printed name of signer)

Attorney at Law, Shareholder  
(Printed Title of signer)

CORPORATE SEAL  
(Where appropriate)

11/9/2022  
(Date signed)

STATE OF ( Florida )

SS

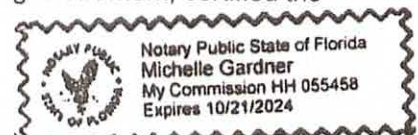
COUNTY OF ( Pasco )

On this 9th day of November, 2022, before me, the undersigned authority, personally appeared by means of ☒ physical presence or ☐ online notarization to me known to be the individual described in and who executed the foregoing instrument as Counsel of Record for the City of Tarpon Springs, Florida, of Unice Salzman Jensen, P.A., a        s        corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

Michelle Gardner (Signature of Notary Public)

Michelle Gardner (Print/Type/Stamp Commissioned Name of Notary Public)



Personally known X or produced identification       

Type of identification produced        (NOTARY'S SEAL)



(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR  
INDIVIDUAL)

STATE OF ( Florida )

SS

COUNTY OF ( Pasco )

On this 9th day of November, 20 22, before me, the undersigned authority, personally appeared by means of ☒ physical presence or ☐ online notarization, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of \_\_\_\_\_ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

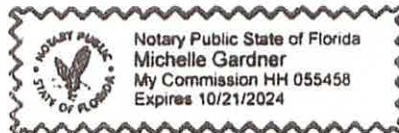
WITNESS my hand and official seal the date aforesaid.

Michelle Gardner (Signature of Notary Public)

Michelle Gardner (Print/Type/Stamp Commissioned Name of Notary Public)

Personally known ☒ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_ (NOTARY'S SEAL)





## Proposal Form 1, Pricing Proposal, Continued

## FEE PROPOSAL

Proposal for Compensation (this information should all be included in your proposal uploaded).

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Monthly retainer fee and the expenses to be paid (outline in you fee proposal expenses to be paid).	12	Monthly	\$6,000.00	

**\*\*Pricing should include a narrative describing breakout of costs**

## Standard Hourly Rate Schedule

Your standard hourly rates for the Primary Attorney, the Assistant Attorney, Senior Attorney, if applicable, Paralegal services, Stenography services, etc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Primary Litigation Attorney	1	Hourly	\$175.00	
2	Assistant Attorney	1	Hourly		
3	Senior Attorney	1	Hourly		
4	Paralegal	1	Hourly	\$100.00	
5	Legal Assistant	1	Hourly		



Proposal Form 2  
DRUG FREE WORKPLACE CERTIFICATION

---

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 11/9/2022

Signature: 

Company: Unice Salzman Jensen, P.A.

Name: Andrew J. Salzman  
(Typed or Printed)

Address: SouthState Building, Second Floor

Title: Attorney at Law, Shareholder

1815 Little Road

Trinity, Florida 34655

Phone No: (727) 723-3772

E-Mail: asalzman@unicesalzman.com



Proposal Form 3  
PUBLIC ENTITY CRIMES STATEMENT

- 
1. This sworn statement is submitted to City of Tarpon Springs by Andrew J. Salzman, Esquire  
Attorney at Law, Shareholder (print individual's name and title) for Unice Salzman  
Jensen, P.A. (print name of entity submitting sworn statement) whose business address is: SouthState Building, Second Floor, 1815 Little Road, Trinity, Florida 34655 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 59-3664875 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
- 
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies with a check mark in box).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

(Corporate Seal)

  
Authorized Representative-Sign in Ink

Andrew J. Salzman, Attorney at Law, Shareholder

Authorized Signature (typed) Title

Unice Salzman Jensen, P.A.

Company Name

SouthState Building, Second Floor, 1815 Little Road

Mailing Address

Trinity, Florida 34655

City, State, Zip



230040-P-JL

(727) 723-3772

(Area Code) Telephone Number

STATE OF FLORIDA

COUNTY OF Pasco

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online  
notarization, by Andrew J. Salzman, who is ☒ personally  
known to me or ☐ has produced \_\_\_\_\_ as identification, this

11<sup>th</sup> day of November, 2022

Michelle Gardner  
Notary Public, State of Florida





230040-P-JL

**SECTION 7 - ATTACHMENTS AND EXHIBITS**

Exhibit A - Minimum Insurance Requirements

Exhibit B - Additional Required Forms

Attachment C - City of Tarpon Springs Travel Policy

Attachment D - Agreement



assessments for any deductibles which all are at the sole responsibility and risk of the engineering consultant.

3. The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4. City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.



**EXHIBIT B**  
**Additional Forms Required**  
**NON-COLLUSION / LOBBYING CERTIFICATION**

Andrew J. Salzman, Esquire, being the authorized Agent,  
certifies that:

He is Attorney at Law, Shareholder the  
Partner, Officer, Representative or Agent) of Unice Salzman Jensen, P.A. (Owner,  
Bidder that has submitted the attached Proposal;

**NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**LOBBYING CERTIFICATION**

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By:   
Signature

  
Witness

Michelle Solt  
(Printed Name)

Legal Assistant  
(Title)



## EXHIBIT A

### MINIMUM INSURANCE REQUIREMENTS

- A. Prior to the time the engineering consultant is entitled to commence any part of the project, work, or services under this contract, the engineering consultant shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
  2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
  4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
  5. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering consultant shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Consultant from its insurer; and nothing contained herein shall absolve the Consultant of this requirement to provide notice.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole



**CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

**PART I.**

☐ I am an employee, public officer or advisory board member of the City \_\_\_\_\_ (List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_

☐ None of The Above

**PART II:**

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

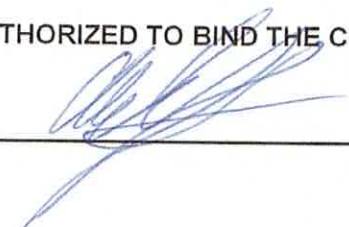
☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

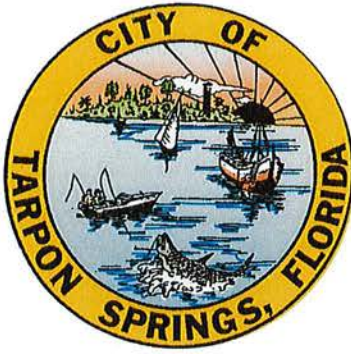
The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

**BUSINESS NAME:** Unice Salzman Jensen, P.A.

**NAME (PER AUTHORIZED TO BIND THE COMPANY):** Andrew J. Salzman, Attorney at Law, Shareholder

**SIGNATURE:**  **DATE:** 11/9/2022





# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

---

### MEMORANDUM

---

**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *ql*  
**DATE:** 01/10/2023  
**SUBJECT:** Award RFP No. 230041-P-JL, Special Counsel Attorney Services Agreement

---

### RECOMMENDATION:

Award RFP No. 230041-P-JL, Special Counsel Attorney Services Agreement with Carlton Fields, P.A., in amount not to exceed \$160,000, for the City.

### BACKGROUND:

The purpose of this agreement is to utilize independent Special Counsel Attorney services that are of a nature that requires services to investigate a particular case of alleged wrongdoing or matters, where a conflict of interest could be present, and/or in other "extraordinary circumstances."

On October 25, 2022, the City solicited an announcement for Special Counsel Attorney Services. The RFP closed on November 15, 2022. On December 7, 2022, a public meeting was held to interview the two Firms that submitted proposals. On December 12, 2022, the Board of Commissioners chose Carlton Fields, as the Special Counsel Attorney for the City. The final negotiated agreement and attachments are attached.

**FUNDING:** 001-0702-514-31.08-Professional Services/ Special Counsel



**Tabulation of Bids**

**For**

**Bid No. 230041-P-JL**

**Special Counsel Attorney Services**

November 15, 2022 @ 3:00 p.m.

<b>Company</b>
Carlton Fields, LLP, Tampa, FL
Waugh Grant PLLC Orlando, FL

Broadcast: 146    Planholders: 15    Responses: 2

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





Response to RFP for

City of Tarpon  
Springs

RFP No. 230041-P-JL

Special Counsel  
Attorney Services

November 15, 2022

Contact:

**Adam Schwartz**

Corporate Center Three at International Plaza  
4221 W. Boy Scout Boulevard  
Suite 1000  
Tampa, FL 33607-5780  
813.229.4336  
aschwartz@carltonfields.com



## Tab 1 – Transmittal Letter

---

Thank you for the opportunity to submit a proposal to the City of Tarpon Springs ("City") in response to RFP No. 230041-P-JL for Special Counsel Attorney Services. In our proposal, we provide an overview of our firm and relevant expertise, our proposed team for this engagement, and our proposed fees.

### **Firm Information**

Full legal name: Carlton Fields, P.A.

Summary of firm: Founded in 1901, Carlton Fields has more than 330 attorneys and government and financial services consultants practicing in 11 offices located in California,<sup>1</sup> Connecticut, Florida, Georgia, New Jersey, New York, and Washington, D.C. (See Tab 3 (C)). Across industries, our litigation and business clients include international, national, and local corporations; state and local public entities; and individuals. We build long-term collaborative relationships with clients, evidenced by our inclusion in BTI's "Client Service A-Team" for more than 10 straight years. We listen to our clients and work closely with them to develop relationships built on true understanding, loyalty, and open communication.

### **Understanding of Scope of Services**

We understand the scope of services for this engagement to include an investigation into a particular case of alleged wrongdoing where a conflict of interest could be present. We are prepared to conduct such an investigation, interview witnesses, take testimony, gather, and review reports and documentary evidence, conduct legal research, and provide reports and recommendations to the City regarding our work and findings. If requested, we will also provide consultation and advice to the City on the interpretation of ethics, constitutional law, Sunshine Law and public records law, and home rule. We are prepared to attend regular and special meetings at the request of the City. After an initial meeting(s) with the City, we will provide an investigative plan and a detailed timeline for the project. All interviews will be conducted by at least two members of our proposed team. Once the facts have been gathered, conclusions and recommendations will be formulated. We will then prepare a detailed report of our findings, which will be presented to the City in accordance with your requested deliverables.

### **Approach to Legal Services – Lead Attorney / Office / Contact Information**

As chair of Carlton Fields' White Collar Crime and Government Investigations Practice, I will be the lead attorney responsible for the investigation.

The following attorneys will work closely with me to complete this engagement. We will also use a paralegal as needed.

---

[1] Carlton Fields practices law in California through Carlton Fields, LLP.



Name and Number	Title	Address	Email Address
Adam P. Schwartz 813.229.4336	Shareholder/Lead Attorney	4221 W. Boy Scout Boulevard, Suite 1000 Tampa, FL 33607-5780	aschwartz@carltonfields.com
Kenneth A. Tinkler 813.229.4245	Shareholder	4221 W. Boy Scout Boulevard, Suite 1000 Tampa, FL 33607-5780	ktinkler@carltonfields.com
Erin J. Hoyle 813.229.4348	Associate	4221 W. Boy Scout Boulevard, Suite 1000 Tampa, FL 33607-5780	ehoyle@carltonfields.com
Julian C. Velez 813.229.4968	Associate	4221 W. Boy Scout Boulevard, Suite 1000 Tampa, FL 33607-5780	jvelez@carltonfields.com

We look forward to discussing our firm, our qualifications, and why we are the best choice for this engagement. If you have any questions regarding our proposal or would like more information, please do not hesitate to call or email me.

Sincerely,



Adam P. Schwartz

Shareholder



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Kenneth A. Tinkler .....	17
Erin J. Hoyle.....	24
Julian C. Velez.....	27
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## Tab 3 – Experience / Qualifications of Law Firm

---

### **A. Name of law firm and primary attorney to serve as the Special Counsel Attorney.**

Name of law firm: Carlton Fields, P.A.

Primary attorney: Adam Schwartz

### **B. Date firm established.**

Founded in Tampa in 1901, Carlton Fields has enjoyed a long, successful history in Florida. Our headquarters and largest office is in Tampa with more than 100 lawyers.

### **C. Locations of all offices and dates established.**

Carlton Fields has 11 offices located in five states. Specifically, our firm's offices are in the following locations:

- Atlanta (established 2004)
- Hartford (established 2014)
- Los Angeles (established 2014)
- Miami (established 1997)
- New Jersey (established 2019)
- New York (established 2012)
- Orlando (established 1967)
- Tallahassee (established 1977)
- Tampa (established 1901)
- Washington, D.C. (established 2014)
- West Palm Beach (established 1989)

### **D. Name and biographical sketch of the attorney who will be assigned as Special Counsel for the City of Tarpon Springs, FL. Also, the names and resumes of other attorneys who will assist and attend any of the City Board of Commissioner's or other meetings, to include the following:**

- 1) Whether a member in good standing of the Florida Bar, and if so, the date of admission;**
- 2) If a member in good standing of other bars, identify state and date of admission;**
- 3) The area of practice concentration relative to the area of service required by the City, including experience in municipal law;**
- 4) Please state as to each attorney whether such attorney is certified in city, county, and local government law by the Florida Bar; and**
- 5) Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.**



Name	Title	Bar Admission(s) / Certifications	Area of Expertise	Rating / Ranking
Adam P. Schwartz 	Shareholder	Florida (admitted 1996) New Jersey (admitted 1995) New York (admitted 2004) Pennsylvania (admitted 1995)	Internal investigations, government investigations, white collar criminal defense	AV rated by Martindale Hubbell <i>Chambers USA</i> (White Collar Crime & Government Investigations) <i>The Best Lawyers in America</i> (White Collar, Qui Tam, Commercial Litigation) Florida Super Lawyers
Kenneth A. Tinkler 	Shareholder	Florida (admitted 1999) Certified in City, County, and Local Government Law by The Florida Bar	Government law, ethics regulation, Sunshine Law and public records regulation	AV rated by Martindale Hubbell <i>The Best Lawyers in America</i> (Government Relations) Lifetime Achievement Award, The Florida Bar (Environmental and Land Use Law) Outstanding Legal Public Service Award, The Florida Bar (City, County and Local Government Law)
Erin J. Hoyle 	Associate	Florida (admitted 2015)	Internal investigations, government investigations, white collar criminal defense	<i>The Best Lawyers in America: Ones to Watch</i> (White Collar Criminal Defense, Commercial Litigation, Technology Law, Securities Litigation)
Julian C. Velez 	Associate	Florida (admitted 2021)	Internal investigations, government investigations	



**E. Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current (and for the past five (5) years) municipal, county, or other governmental agencies for which your firm has provided legal counsel, special counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.**

The table below identifies each of our proposed attorney's experience representing local government entities within the past five years.

Name	Relevant Experience
Adam P. Schwartz	<p>Adam advises both local governmental entities and private companies in investigations and litigation. His recent work in this area includes:</p> <ul style="list-style-type: none"> <li>Planned and led an internal investigation of a public agency in Hillsborough County regarding allegations of conflicts of interest and improper procurement practices including a vendor receiving an unfair competitive advantage when bidding on a consulting contract because the solicitation work scope originated from the vendor.</li> <li>Planned and led an internal investigation of a private company with contracts with the state of Florida involving allegations of criminal misconduct.</li> <li>Conducted an internal investigation of a Florida public utility.</li> </ul>
Kenneth A. Tinkler	<p>Ken regularly represents the interests of local government entities in a variety of matters and particularly in connection with ethics inquiries, investigations, land use and zoning, and Sunshine Law. For example, Ken's recent work in this area includes:</p> <ul style="list-style-type: none"> <li>Representation of a Florida county in a complex business transaction dispute.</li> <li>Long-term representation of a Florida Special District, including ethics and Sunshine Law advice.</li> <li>Represented a Florida city dealing with litigation over a constitutional challenge to their local zoning and business regulation process.</li> <li>Experience as a land use and environmental dispute resolution special magistrate for local governments pursuant to Florida Statutes section 70.51.</li> <li>Experience facilitating local government meetings and workshops providing elected officials with methods designed to help with major policy decisions involving multiple stakeholders.</li> <li>Representation of numerous entities that have taken on Florida Sunshine law and public records obligations on behalf of local governments.</li> </ul>



Name	Relevant Experience
Erin J. Hoyle	<p>A senior associate, Erin regularly works with Adam Schwartz in representing local governmental entities and private companies in internal investigations, criminal investigations, and litigation. Recent work includes:</p> <ul style="list-style-type: none"><li>▪ Internal investigation of a public agency regarding allegations of conflicts of interest and improper procurement practices, including a vendor receiving an unfair competitive advantage when bidding on a consulting contract because the solicitation work scope originated from the vendor.</li><li>▪ Internal investigation of a private entity into whistleblower allegations of employees' potential improper possession of security footage from a female changing room.</li><li>▪ Internal investigation of a private company with contracts with the state of Florida involving allegations of criminal misconduct.</li><li>▪ Internal investigation of a private entity into allegations of corporate charitable giving influencing state legislative action.</li></ul>
Julian C. Velez	<p>Julian is a junior associate and he works closely with Adam Schwartz and Erin Hoyle on internal and government investigations, including the internal investigations referenced above.</p>

**F. Provide a summary of the technological abilities of the law firm in terms of the ability to communicate with the City by means of e-mail and telephonically during irregular hours as well as transmit documents to and from the City.**

Carlton Fields' attorneys can be reached by email or telephone at any time.

Carlton Fields is ISO/IEC 27001:2013 certified, the most widely adopted information security standard in the world, and the highest level of security-related accreditation a business can achieve. We use innovative technology to protect client data, collaborate on matters across offices and with clients, and to safely transmit documents and confidential information electronically.

**G. Provide at least three (3) references of municipal or similar governmental entities the attorney or firm presently represents or has represented; identify if it was as Special Counsel for these entities if applicable, in the past three (3) years.**

- Carolyn House Stewart – 813-992-1908
- Martin Peters, Esq.  
Chief of Staff and General Counsel  
Eckerd Connects  
100 Starcrest Drive



Clearwater, FL 33765  
(727) 461-1236, Ext. 3242

- Donald Stephen Crowell  
Chief Assistant County Attorney  
Pinellas County Attorney's Office  
315 Court Street  
Clearwater, FL 33756  
727-464-3354

**H. Please describe what services of the Special Counsel, as enumerated in Paragraph 1 of this RFP, are performed by you or your firm for other represented public entities.**

We conduct internal investigations for individual and corporate clients and other entities, rooting out fraud and abuse and providing advice and counsel in helping design programs to prevent and detect fraud. We have substantial experience with internal investigations that are the result of criminal or civil actions brought against our clients by the U.S. Department of Justice (DOJ), U.S. Attorney's Offices, the U.S. Securities and Exchange Commission (SEC), the U.S. Department of Labor (DOL), the Defense Criminal Investigative Service, the Internal Revenue Service, the Florida Attorney General's Office, including the Economic Crimes Division, and other federal and state agencies. Recent examples in which we assisted a governmental or quasigovernmental entity in a similar manner include:

- Conducted an internal investigation of a public agency in Hillsborough County regarding allegations of conflicts of interest and improper procurement practices including a vendor receiving an unfair competitive advantage when bidding on a consulting contract because the solicitation work scope originated from the vendor.
- Conducted an internal investigation of a private company with contracts with the state of Florida involving allegations of criminal misconduct.
- Conducted an internal investigation of a Florida public utility.

**I. List all judgments or lawsuits against each attorney or your law firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof.**

In the last five years, the following lawsuits were filed against our firm.

- *Thomas Humphreys v. Carlton Fields*, No. 50-2022-CA-003097, Circuit Court for Palm Beach County, Florida. This case involves allegations of malpractice. The firm has filed a motion to dismiss, which is pending. We consider the claim baseless.
- *Mallory Kauderer, Regents Park Equity, LLC & Little River Realty, LLC v. Carlton Fields*, No. 2022-785-CA-01, Circuit Court for Miami-Dade County, Florida. The firm believes that the alleged errors in this matter were not errors but hindsight quarrels with ordinary matters of judgment during trial, for which lawyers cannot be liable. We consider the claim baseless.
- *Circuitronix, LLC v. Carlton Fields*, No. 2021-013079-CA-01, Circuit Court for Miami-Dade County, Florida. Allegations of malpractice. The firm has filed a motion for summary judgment, which is under consideration. Discovery is ongoing.
- *Frydco Capital Group, LLC v. Carlton Fields*, No. 157933/2020, New York County Supreme Court, New York. All claims were dismissed.



- *Daniel Stermer, as Creditor Trustee for ATIF, Inc. v. Carlton Fields*, No. 19-CA-7420, Circuit Court for Hillsborough County, Florida. Claims against the firm regarding conflicts of interest. The trial court granted summary judgment in our favor, which was affirmed on appeal.
- *Darryl Marshall v. Carlton Fields*, No. 2019-35005-CA-01, Circuit Court for Miami-Dade County, Florida. Malpractice claim, which was later withdrawn.
- *Procaps, S.A. v. Carlton Fields*, No. 2018-017092-CA-01, Circuit Court for Miami-Dade County, Florida. The client filed suit claiming no sufficient warning about the possibility of a judgment for adversary attorneys' fees if it lost. Case settled.

**J. A statement of conflict of interest as required in the Forms of this RFP.**

We do not currently have, nor do we foresee, any actual or potential conflicts of interest in providing legal services to the City of Tarpon Springs. If such a conflict arises, we will address it immediately.

To avoid conflicts, Carlton Fields has a business intake system that is considered state-of-the-art by the Loss Prevention Counsel at Attorneys' Liability Assurance Society Inc., who are recognized as experts in the industry. We also maintain an elaborate conflicts database and skilled staff to conduct and review conflicts programs, supervised by the firm's general counsel who ultimately has the responsibility to resolve conflicts issues.



## Attorney Biographies

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**ADAM P. SCHWARTZ**

Shareholder  
Tampa  
813.229.4336

aschwartz@carltonfields.com

Adam Schwartz concentrates his practice on white collar criminal defense, False Claims Act (qui tam/whistleblower) defense, and health care fraud and abuse matters. He represents individuals and corporations in internal investigations, securities and accounting fraud, asset forfeiture, real estate and mortgage fraud, defense contractor fraud, money laundering, corporate compliance, grand jury practice and procedure, and complex civil fraud defense. He advises clients on BSA/AML and Patriot Act compliance and defends bank officers and directors in FDIC litigation.

Adam advises pharmaceutical wholesalers on regulatory compliance laws including the Drug Quality and Security Act and the Drug Supply Chain Security Act.

Prior to joining the firm, Adam prosecuted money laundering and asset forfeiture matters as an assistant U.S. attorney with the Eastern District of New York.

Adam speaks regularly before other practitioners on topics ranging from health care fraud to attorney-client privilege considerations during internal investigation. He has been co-chair of the American Bar Association White Collar Crime Subcommittee for the Florida Region since 2007. Adam chairs the firm's White Collar Crime and Government Investigations Practice.

## Credentials

### Education:

- Temple University  
James E. Beasley  
School of Law  
(J.D., cum  
laude, 1995)
- Saint Joseph's  
University (B.A., 1991)

### Admissions:

- Florida
- New Jersey
- New York
- Pennsylvania

## Experience

- Planned and led an internal investigation of a public agency in Hillsborough County regarding allegations of conflicts of interest and improper procurement practices including a vendor receiving unfair competitive advantage when bidding on a consulting contract because the solicitation work scope originated from the vendor.
- Planned and led an internal investigation of a private company with contracts with the State of Florida involving allegations of criminal misconduct.
- [United States v. HPC Healthcare, Inc.](#), 723 F. App'x 783 (11th Cir. 2018). The Eleventh Circuit Court of Appeals affirmed dismissal with prejudice of a qui tam action brought against our client for the alleged fraudulent submission of medical billing to Medicare and Medicaid. The Eleventh Circuit agreed that the plaintiff had failed to plead detailed allegations sufficient to satisfy the applicable standards under Federal Rule of Civil Procedure 9(b).
- Conducted internal investigation and defended a physician in FDA investigation regarding an experimental drug.
- Defended a construction company in NASA criminal investigation.
- *Wellcare of Fla., Inc. v. Total Physician Sols., Inc.* Awarded \$1.8 million in arbitration.



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## Insights

- "DOJ's First Cyber-Fraud Settlement Places Emphasis on Cybersecurity Shortfalls," Carlton Fields (March 21, 2022)
- "DOJ Unveils New Initiative to Pursue Cybersecurity-Related Fraud by Government Contractors and Grant Recipients," Carlton Fields (October 20, 2021)
- "Record-Breaking SEC Whistleblower Awards Signal the Need for Robust Anti-Retaliation Policies," Carlton Fields (May 11, 2021)
- "Maintaining Privilege: A Refresher on Attorney-Client Privilege for the Remote-Work Environment," Carlton Fields (October 5, 2020)
- "Fraud and Abuse: False Claims Enforcement Against EHR Developers," *Speaking of Health Law*, American Health Law Association (July 20, 2020)
- "Five Steps to Minimize the Risk of Future FCA Investigations and Enforcement Actions Stemming From COVID-19 Stimulus Funding," Carlton Fields (April 30, 2020)
- "Federal and State Officials Launch Joint Efforts to Investigate and Prosecute Fraud Related to the Coronavirus," Carlton Fields (March 31, 2020)
- "Recent Cases Indicate Viability of False Claims Act Liability Connected to Federal Cybersecurity Standards," Carlton Fields (January 9, 2020)
- "Closing the Chapter on Generalized False Claims," Carlton Fields Case Study (September 20, 2019).
- "US v. AseraCare: Eleventh Circuit Holds That Contradictory Clinical Judgments Alone Cannot Trigger FCA Liability," Carlton Fields (September 11, 2019)
- "Ethical Rules and Professional Liability Risks of Business Lawyers Advising on Executive Protection Programs," *Business Law Today*, American Bar Association (June 28, 2019)
- "The Hidden Cost of Settling a Qui Tam Claim," *The Tax of Life*, Carlton Fields (June 20, 2018)
- "Considerations for Your Company's Website Accessibility Policy," Carlton Fields (July 2016)
- Co-Author, "Does Your Company Website Violate the ADA?," Carlton Fields Web Article (April 2016).
- "Florida Qui Tam Statute Applies to False Claims Made to State, not Local, Governments," Carlton Fields (March 25, 2016)
- "First District Tells Relators: Know Your Role in State Whistleblower Actions," Carlton Fields (March 21, 2016)
- Co-Author, "FinCEN's Expanding Application of the Bank Secrecy Act and Anti-Money Laundering Regulations," Carlton Fields Client Alert (November 2015).
- Co-Author, "New Department of Justice Memo to Increase Prosecutions of White Collar Executives and Other Employees," Carlton Fields Client Alert (September 2015).
- Co-Author, "Anti-Money Laundering Trends: Facts, Findings, and Lessons Learned," Carlton Fields Web Article (May 11, 2015).
- "The Impact of the New SEC Whistleblower Rules," Carlton Fields Client Alert (June 13, 2011).
- "Justice Department Turns Up The Heat On Corporate Executives For Their Companies' Corrupt Practices Overseas – May Lead To Jail Time And Property Seizures," Carlton Fields Client Alert (November 2009).



- Co-Author, "United States v. Santos: Deciphering the Majority and Taking Lessons from the Plurality," Corporate Integrity: the Newsletter of the Corporate Integrity and White Collar Crime Committee, DRI: The Voice of the Defense Bar (October 2008).

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## Speaking Engagements

- "Don't Go Up in Smoke: Best Practices for Managing the Latest Cybersecurity and Privacy Risks," Association of Corporate Counsel, Tampa Bay Chapter, Tampa, FL (May 19, 2022)
- "Presenting and Defending False Claims Act Complaints Through Compliance," ACC West Central Florida Chapter, Longboat Key, FL (August 6, 2021)
- "Mastering Qui Tam, Whistleblower, and False Claims CLE," Rossdale CLE (June 30, 2021)
- "A New Frontier: DOJ Enforcement Involving Health IT," American Health Law Association Virtual Fraud and Compliance Forum (October 2, 2020)
- "COVID-19 Whistleblower, Qui Tam, and False Claims Act CLE," Rossdale CLE (June 4, 2020)
- "Electronic Medical Records and the False Claims Act," ABA 29th Annual National Institute on Health Care Fraud, New Orleans, LA (May 2019)
- "Federal and State Enforcement and the Opioid Crisis," ABA 29th Annual National Institute on Health Care Fraud, New Orleans, LA (May 2019)
- "Legal Ethics for Lawyers Who Help Clients After Natural Disasters," Natural Disaster Conference, Miami, FL (April 2019)
- "Advising Boards & Management: Ethical Rules & Professional Liability Risks of Corporate Counseling Advising on Advancement and Indemnifications," ABA Business Law Section Spring Meeting, Vancouver (March 2019)
- "What to Do When the Government Comes Knocking," The Florida Bar Health Law Section Webinar (March 2019)
- "Avoiding Broken Glass: When the Government Comes Knocking," ACC West Central Florida Chapter, St. Petersburg, FL (April 2018)
- "Painting a Compliance Picture in a False Claims Landscape," ACC West Central Florida Chapter, St. Petersburg, FL (May 2017)
- "Enforcement, Compliance, and Long-Term Care: Home Health, Hospice, and Nursing Homes," Healthcare Enforcement Compliance Conference, Health Care Compliance Association, Washington, D.C. (November 2017)
- "Enforcement and Compliance in Home Health – Hospice – Nursing Homes," Health Care Compliance Association Regional Conference, Orlando, FL (February 2017)
- "Tread Carefully: The Challenges of Representing and Dealing With Whistleblowers," Georgia ICLE Health Care Fraud Institute, Atlanta, GA (December 2016)
- "Stepping Up: Taking Your Compliance Program to the Next Level in an Era of Heightened Government Scrutiny," ACC West Central Florida Chapter, Longboat Key, FL (August 2016)
- "Hospice Enforcement and Compliance," ABA 26th Annual National Institute on Health Care Fraud, Indian Wells, CA (May 2016)
- "Attorney-Client Privilege for In-House Counsel," ACC West Central Florida Chapter, St. Petersburg, FL (May 2016)
- "The Fifth Pillar: Anti-Money Laundering/Bank Secrecy Act: A Risk-Based Approach to Customer Due Diligence," Tampa, FL (April 1, 2016)
- "Dodging Bullets: Efficiencies and Ethics in Lawsuit Avoidance and Early Case Resolution," Association of Corporate Counsel, Tampa, FL (November 19, 2015)
- "Trends in BSA/AML Compliance and Enforcement," Tampa, FL (October 2015)



- "Qui Tam/False Claims Act Investigation and Retaliation," Association of Corporate Counsel Spring Symposium, Streamsong, FL (May 2015)
- "Qui Tam/False Claim Act Basics," Hillsborough County Bar Association, Health Law Section, Tampa, FL (May 2015)
- NACDL White Collar Criminal Defense College, Stetson University College of Law, Gulfport, FL (March 2015)
- "Employees and Independent Contractors – Consequences of (Mis)Classification and Ancillary Issues," Association of Corporate Counsel, Tampa, FL (September 2014)
- "M&A Regulatory Concerns," Association of Corporate Counsel Symposium, Clearwater, FL (August 2014)
- "Individual Representation – Guiding Directors, Officers, and Employers Through the Minefield," White Collar Crime Conference, Atlanta, GA (January 31, 2014)
- "How to Effectively Handle Government Investigations," Association of Corporate Counsel, Tampa, FL (September 2013)
- "Ethically Understanding the Foreign Corrupt Practices Act and Know Your Customer Considerations," Association of Corporate Counsel Annual Corporate Counsel Summer Symposium, Longboat Key, FL (August 2011)
- "Preserving the Attorney-Client Privilege: Common Issue and Problems in Criminal Investigations," Atlanta, GA (January 28, 2011)
- "Mortgage Fraud Offenses II," Federal Sentencing Guidelines Seminar, St. Petersburg, FL (May 14, 2010)
- "Ethics: Advertising and Social Media," The Florida Bar CLE: Current Issues in Condominium and Community Association Law, Tampa, FL (April 16, 2010)
- "Privileged or Not Privileged: Attorney-Client Privilege for In-House Counsel," ACC Central Florida Chapter, Orlando, FL (May 23, 2009)
- "Guideline Departures & Variances Outside the Range Under 3553 (a)," Federal Sentencing Guidelines Seminar, Clearwater, FL (May 21–22, 2009)
- "Deposing Expert Witnesses," AICPA National Forensic Accounting Conference, Las Vegas, NV (September 25–26, 2008)
- "The Ethics of Advising the Corporation on Internal Investigations: Does the Attorney-Client Privilege Matter?," White Collar Institute, Tampa, FL (May 8, 2008)
- "Attorney-Client Privilege for In-House Counsel and Corporate Legal Departments," Blue Cross Blue Shield Association's 41st Annual Lawyers' Conference, Fort Lauderdale, FL (May 4, 2007)

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## Recognition

- [AV Rated by Martindale-Hubbell](#)
- *The Best Lawyers in America*, Commercial Litigation, Criminal Defense: White-Collar, Qui Tam Law (2021–2023)
- [Florida Super Lawyers](#), *Super Lawyers Magazine* (2009–2010, 2019–2022)
- [Chambers USA](#) (2008–2018, 2021–2022)
- [Florida Legal Elite](#), *Florida Trend Magazine* (2017)

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## Professional & Community Involvement

- American Bar Association
  - Co-Chair, Florida Region, Criminal Justice Section



- Federal Bar Association
  - Board Member, Tampa Chapter
- The Florida Bar
  - Chair, Standing Committee on Advertising (2014)
  - Chair, Thirteenth Circuit Unlicensed Practice of Law Committee "A" (2006–2010, 2017)
    - Thirteenth Circuit Grievance Committee "B"
      - Chair (2010–2011)
      - Vice Chair (2008–2010)
      - Supreme Court's Bar Admissions Committee
    - Second District Paralegal Committee
      - Chair, Tampa Branch (2009–2010)
    - Health Law Section
- American Health Lawyers Association
- American Judicature Society
- Herbert G. Goldberg-Ronald K. Cacciatore Criminal Law American Inn of Court (2005–2010)
- Hillsborough County Bar Association
- Florida Hospital Association
- Florida Academy of Healthcare Attorneys
- National Association of Criminal Defense Lawyers

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## Court Admissions

- U.S. Supreme Court
- Florida State Courts
- U.S. Court of Appeals, Eleventh Circuit
- U.S. Court of Appeals, Second Circuit
- U.S. Court of Appeals, Third Circuit
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida
- U.S. District Court, District of New Jersey
- U.S. District Court, Eastern District of Pennsylvania
- U.S. District Court, Western District of Pennsylvania
- U.S. District Court, Middle District of Pennsylvania
- U.S. District Court, Eastern District of Missouri



**KENNETH A. TINKLER**

Shareholder  
Tampa  
813.229.4245

ktinkler@carltonfields.com

Ken Tinkler is a government law specialist who focuses on resolving disputes with and among government agencies involving land use regulation, environmental permitting, ethics regulation, and election law. He represents individuals and corporations petitioning federal, state, and local government agencies; financial institutions and homebuilders determining project viability; and state, county government, and constitutional officers regarding complex and politically sensitive matters.

Ken has helped clients navigate a broad range of government law matters, including zoning, future land use plans, governmental closure orders, ad valorem tax assessments, property tax appeals, code enforcement, variances, annexations, alcohol beverage licensing, tax incentives, license acquisition and transfer, stimulus and CARES Act issues, and economic development. He has handled many large-scale land use due diligence projects for complex real estate transactions collectively worth billions of dollars on behalf of purchasers, investors, and lenders.

Ken routinely handles public hearings and government agency meetings for clients. He also advises on parliamentary procedure questions, Florida's Sunshine Law and public records regulation, and Florida Constitution and home rule issues related to city and county charters, along with assisting local governments with implementing new legislation and ordinance drafting.

Ken also helps clients solve issues involving federal, state, regional, and local environmental regulators, including energy facility siting, submerged lands leases, and redevelopment of brownfields.

His election law experience includes representing state and local government officials handling election procedures and Federal Voting Rights Act requirements, and advising clients on campaign finance reporting and qualifying for election. He regularly advises clients on lobbying regulations and other ethics-related legal requirements facing their operations.

Outside his practice, Ken teaches and mentors elementary and middle school children and college students on civics and the value of community service, and is an active volunteer in his community.

Ken is board certified in City, County, and Local Government Law by The Florida Bar.

## Credentials

**Education:**

- University of Florida College of Law (J.D., 1997)
- Boston University (B.A., cum laude, 1994)

**Admissions:**

- Florida

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## Experience

**Ethics Regulations**

- Guided former county official through defense of ethics complaint and criminal investigation, along with related contract and severance dispute.
- Advised clients on state and local ethics and lobbying requirements applicable to their operations, including clients in the energy, nonprofit, real estate development, and construction sectors.
- Provide guidance and training to individuals subject to Florida's ethics and lobbying regulations.



**Sunshine Law and Public Records**

- Assisted multiple private entity clients with resolving the impact of Florida's Sunshine and public records laws on their operations, due to their government contracts and agreements.
- Resolved investigation of local civic group's public responsibilities under Florida's Sunshine and public records laws.

**Other Local Government Projects**

- Representation of Florida City dealing with litigation over constitutional challenge to their local zoning and business regulation process.
- Assisted client with preparation of proposed state legislation.
- Advised client on implementing ordinance updates required throughout the state due to legislative changes.
- Represented two charter review boards, including drafting of ballot language and county charter provisions.
- Drafted local ordinance and resolution provisions to assist local governments with implementing new hearing processes and procedures authorized by general law.
- Represents Florida special district, including refinancing its debt to reduce interest payments and allow for new recreation facility construction.

**Legal Work in Response to the COVID-19 Pandemic**

- Leads firm team providing government closure order guidance to national homebuilder, real estate management, and local government clients, with extensive work resolving operational questions related to public health-related orders.
- Leads firmwide response to the Small Business and Main Street programs of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, including extensive work for client related to the Payroll Protection Program, rules of the Small Business Administration, the Treasury Department, and the Federal Reserve.

**Financial Institution Representation**

- Represents multinational financial institutions in regard to land use analysis and diligence for complex real estate project acquisition and construction loans.
- Routinely provides advice on local government law requirements for project implementation, along with risk analysis concerning project viability.
- Routinely works with financial institutions in regard to the land use and local government approvals for their real estate holdings and the potential for valuation improvements.

**Homebuilder Representation**

- Represents numerous national homebuilding clients in regard to land use approvals and local regulations.
- Provides statewide counsel on diligence issues and navigating the complex issues related to infill developments and redevelopments.
- Handled the large-scale licensing transfers and land use issues caused by the acquisition of a national homebuilder by another.

**Land Use and Environmental Dispute Resolution Special Magistrate**

- Experience as a land use and environmental dispute resolution special magistrate pursuant to Florida Statutes section 70.51.

**Local Government Workshop Facilitator**

- Experience facilitating local government meetings and workshops providing elected officials with methods designed to help with major policy decisions involving multiple stakeholders.



**Land Use**

- Represents clients throughout the state dealing with complex zoning, comprehensive plan, and redevelopment matters.
- Routinely provides land use counsel related to large-scale development projects throughout Florida for due diligence purposes and feasibility investigations.
- Advises clients on land use regulations related to their property and options available for their project plans.
- Assists clients with variances, special approvals, administrative determinations, property tax appeals, code enforcement, annexations, and other local approvals.
- Handles issues for clients related to alcohol beverage licensing involving state and local approvals throughout Florida.
- Analyzes the potential for use of tax incentives and other economic development measures to support project viability and assist clients with multifaceted application processes

**Environmental Permitting**

- Obtained approval of brownfield site designations throughout the state from local and state government officials.
- Resolve clients' issues involving submerged lands leases, water management district, and environmental resource permit approvals.
- Assisted client with the complex local environmental regulatory issues related to Chinese drywall.
- Assisted client in determining viability of large energy pipeline installation, including coordination of the federal, state, and local agencies involved.
- Obtained long-term environmental approvals for client from federal and state officials for a major Central Florida tourist institution, allowing project expansion plans for the next several decades to move forward.

**Other Permitting and Representation**

- Represented major wireless provider in code enforcement dispute over tower design and configuration.
- Represented national nonprofit in code enforcement dispute over permitted child welfare operations.
- Guided client through new business startup issues connected with the state health department.
- Long-term representation of clients serving as government contractors and public-private partnerships taking on government roles.

**Election Law**

- Represents Florida political committees involved with local issue and referendum campaigns and state political races.
- Represented state officials regarding matters involving election procedures and processes during a presidential election year.
- Represented candidates running for statewide office.
- Represented a Florida local government dealing with Department of Justice Voting Rights Act preclearance and election law issues and obtained the needed approval in a timely manner, saving the local government the expense of a special election.
- Represented a Florida supervisor of elections during presidential election year, including handling various legal disputes over voting procedures and ballot eligibility.
- Advised several clients on Florida and federal campaign finance regulations and ways to incorporate the regulations into corporate procedures and employee manuals.
- Assist clients with issues related to candidate appearances and campaign finance regulation.



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## Pro Bono

- Friends of Carrollwood Cultural Center Inc. – Legal counsel for issues related to the nonprofit's public/private partnership, Florida Sunshine Law, and public records obligations tied to its operation of the Carrollwood Cultural Center in Hillsborough County, Florida.
- Hillsborough County Charter Review Board – Served as conflict counsel for the last two charter review boards. The Charter Review Board for Hillsborough County, Florida, consists of 14 citizens, appointed every five years per a mandate in the Hillsborough County Charter, to conduct a comprehensive study of any or all phases of county government. The board holds two public hearings for any proposed amendments to the charter. Proposed amendments to the charter must be approved by two-thirds of the Charter Review Board members, and then voted on in a public referendum.
- Girl Scouts of West Central Florida – Assisted with land use and government regulatory questions related to the organization's operations, and the improvement of camp locations throughout West Central Florida.
- Waterfront Parks Foundation – Representation related to the improvement and long-term viability of the parks of St. Petersburg, Florida.
- Tampa Innovation Alliance – Representation related to local government engagement, economic development, and long-term growth.

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## Insights

- "Tips for Reacting to an 'In-Person' Public Records Request Under Florida's Public Records Act," Carlton Fields Client Alert (July 29, 2022).
- "Ensuring an Informed Public: State Open Records and Meetings Laws," American Bar Association (August 2021)
- "House Bill 59 Creates Delays on the Filing of New Comprehensive Plan Amendments," Carlton Fields (July 19, 2021)
- "Stimulus Package Ushers in New Loan Opportunities and Support for Small- to Medium-Sized Businesses / Extends FFCRA Tax Credit," Carlton Fields (December 23, 2020)
- "Is the CARES Act Caring Enough?," Carlton Fields Webinar (June 23, 2020)
- "Federal Reserve Board Expands Main Street Lending Program," Carlton Fields (June 10, 2020)
- "Update on the Reserve Board's Main Street Program: Moves to Assist Larger Businesses," Carlton Fields (May 4, 2020)
- "New Funds Available Under the Small Business PPP and EIDL Programs," Carlton Fields (April 24, 2020)
- "Federal Reserve Moves to Assist Larger Businesses," Carlton Fields (April 9, 2020)
- "Small Business Administration Loans Summary Under the CARES Act," Carlton Fields (March 31, 2020)
- "Who Is in Charge? A Pandemic Primer on Government Authority," Carlton Fields (March 25, 2020)
- "Florida Local Governments Cancel Public Hearings Due to Novel Coronavirus (COVID-19)," Carlton Fields (March 18, 2020)
- "COVID-19's Impact on Building and Development Permits," Carlton Fields (March 17, 2020)
- "Surtax in Gridlock – The Saga of Hillsborough County's Transportation Surtax Reaches the Florida Supreme Court," Carlton Fields (February 4, 2020)



- "Are You Lobbying? A Primer for Those Working With Local Government," Carlton Fields (July 26, 2019)
- "Hillsborough County Voters Pass Transportation Surtax – And Now It's June...," Carlton Fields (June 2019)
- "The Developing Climate: How Climate Change Affects the Development Industry," Carlton Fields Podcast (April 4, 2019).
- "Hillsborough County Voters Pass Transportation Surtax — What Happens Next?" Carlton Fields (November 8, 2018)
- "Florida Election Recounts – Again," Carlton Fields (November 2018)
- "Florida Voters Enact Automatic Restoration of Voting Rights for Floridians With Felony Convictions," Carlton Fields (November 2018)
- "Economic Incentive Applications and Florida's Public Records and Sunshine Law," Carlton Fields Client Article (May 10, 2016).
- "Key Economic Incentives for Businesses Considering a Florida Location," Carlton Fields Client Article (May 10, 2016).
- Co-Author, "Hillsborough County Adopts Mobility Fees, Ends Push for Transportation Sales Tax," Carlton Fields Client Alert (April 29, 2016).
- Co-Author, "Will Hillsborough County Adopt Mobility Fees in April?," Carlton Fields Client Alert (March 28, 2016).
- "Governor Signs Priority Legislation Amending Florida's Ethics Regulation & Campaign Finance Laws," Carlton Fields Client Alert (May 2, 2013).
- "Local Government Economic Development Property Tax Exemptions," Carlton Fields Web Article (November 8, 2012).
- "Florida Redistricting in 2012: The Political and Legal Drama," Carlton Fields Client Alert (June 4, 2012).
- "PACE (Energy Finance Districts) Now Enabled in Florida," Carlton Fields Client Alert (May 28, 2010).
- Chapter Author, "Florida Election Procedural and Legal Changes from 2000 to 2008: A Primer," America Votes! A Guide to Modern Election Law and Voting Rights [Supplement], Chapter Two (January 2009).

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## Speaking Engagements

- Co-developer of the Carlton Fields series "Community & Development" focused on unique issues facing the development industry (2018–present)
- "Ethical Considerations – Practical Tips for the Land Use Law Practitioner," CLE International (August 23, 2019)
- "Local Government Law," CLE International, Tampa, FL (March 3, 2017)
- "How the 'Sharing Economy' and Automation Will Change Our Real Estate World," ABA Section of Real Property, Trust, and Estate Law's 28th Annual Spring Symposia, Boston, MA (May 13, 2016)
- "Commercial Real Estate: Zoning and Land Use," ABA Section of Real Property, Trust, and Estate Law's Fundamentals of Commercial Real Estate Webinar Series (May 27, 2015)
- "Voter ID and Election Law: The Electoral Landscape in 2012," ABA Law Student Division's 2012 Fall Regional Circuit Meeting, Tampa, FL (September 29, 2012)



- "Florida Election Law Update," Plant City Bar Association, Plant City, FL (September 14, 2012)
- "Swamps & Sinkholes: An Ethics Update for Land Use and Environmental Lawyers," Environmental and Land Use Law Section Annual Conference, Ponte Vedra Beach, FL (August 9-11, 2012)
- "May You Live in Interesting Times: Florida Land Use in 2012," Plant City Bar Association, Plant City, FL (June 8, 2012)
- "Funding and Legal Framework for Florida's Transportation Future," Florida American Planning Association Annual Conference, Tampa, FL (September 15, 2010)
- "Amendment 4 and Florida Election Law," The Florida Bar's Environmental and Land Use Law Section Annual Update, Ponte Vedra Beach, FL (August 13, 2010)
- "Due Diligence Investigations," Florida Legal Education Association's 2010 Real Estate Team Seminar, Tampa, FL (April 16, 2010)
- "Planning, Transit and Voting: Comprehensive Plans, Transit Oriented Development and Amendment 4," Pinellas County Economic Development Council Quarterly Meeting (January 21, 2010)
- "Making Brownfields Work on RCRA Permitted Sites," 12th Annual Florida Brownfields Conference and Exhibition, Tampa, FL (November 1-4, 2009)
- "Land Use Planning for Renewable Energy Generation: Integration into Development Projects," The Florida Bar's Environment and Land Use Law Section Annual Update, Amelia Island, FL (August 20-22, 2009)
- "Green Buildings, Not-So-Green Buildings, and Chinese Drywall," Hot Topics in Environmental Law, ABA Annual Meeting, Chicago, IL (August 1, 2009)
- "LULUs (Locally Unwanted Land Uses) – A Panel Discussion," ABA Annual Meeting, Chicago, IL (July 31, 2009)

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## Recognition

- Board Certified in City, County and Local Government Law by The Florida Bar (since 2005)
- AV Rated by Martindale-Hubbell
- *The Best Lawyers in America*, Government Relations Practice (2023)
- Lifetime Achievement Award, Environmental and Land Use Law Section of The Florida Bar (2022)
- Paul S. Buchman Award for Outstanding Legal Public Service from the City, County, and Local Government Law Section of The Florida Bar (2014)
- Judy Florence Memorial Outstanding Service Award from the Environmental and Land Use Law Section of The Florida Bar (2013)
- Chair's Award for Outstanding Service from the City, County, and Local Government Law Section of The Florida Bar (2006)

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## Professional & Community Involvement

- American Bar Association
  - Real Property, Trust, and Estate Law Section
    - Co-Chair, Corporate Sponsorship Committee (2019-present)
    - Liaison to Section of Environment, Energy, and Resources (2016-present)
    - Chair, Land Use and Environmental Group (2014-2016)
- American Bar Foundation
  - Life Fellow
- The Florida Bar



- City, County, and Local Government Law Section
  - Chair (2011–2012)
  - Chair-Elect (2010–2011)
  - Secretary-Treasurer (2009–2010)
  - Executive Council (2002–present)
- City, County, and Local Government Law Certification Committee (2013–2019)
  - Chair (2016–2017)
  - Vice Chair (2015–2016)
- Environmental and Land Use Law Section
- Alpha Phi Omega – national co-ed community service fraternity (1990–present)
  - National Board of Directors (2016–present)
  - Mentors and teaches college students throughout the country on the value of community service and leadership development.
- National Association of Parliamentarians, Tampa Alpha Chapter
- Florida Association of Parliamentarians
- Westshore Alliance
  - President (2022–present)
  - Vice President (2021–2022)
  - Secretary (2020–2021)
  - Board of Directors (2010–present)
  - Executive Committee (2017–present)
- Hillsborough County Bar Association
- Leadership Westshore, Class of 2008
- Tampa Connection, Class of 2005
- Justice Teaching Volunteer – provides civics education for middle school children
  - Franklin Middle Magnet School/Boys Preparatory Academy (2007–present)
  - Ferrell Middle School/Girls Preparatory Academy (2016–present)
- Boy Scouts of America
  - Eagle Scout
  - Assistant Den Leader, Pack 46, Tampa, Florida (2019–present)

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## Court Admissions

- Florida State Courts
- U.S. Court of Appeals, Eleventh Circuit
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida





ERIN J. HOYLE

Associate  
Tampa  
813.229.4348

ehoyle@carltonfields.com

Erin Hoyle concentrates her practice on government investigations, corporate internal investigations, and white collar criminal defense, with a focus on the False Claims Act (FCA), whistleblower complaints, allegations of health care fraud, securities litigation, and cybersecurity and privacy compliance.

Her FCA experience includes defending health care clients in civil qui tam actions alleging the submission of false claims for payment, federal anti-kickback and Stark Law violations, and employer retaliation claims. Erin counsels companies on how to best avoid and detect potential FCA violations, and how to most effectively respond when faced with such allegations.

Erin also defends companies, executives, and employees in other government and criminal investigations and conducts internal investigations. Her experience in this area includes government contracting fraud, cybercrime, trade secret misappropriation, video voyeurism, theft of government property, health care technology, bribery of public officials, initial coin offerings, securities, public company accounting, and compliance with professional standards of conduct. The internal investigations have been prompted by government enforcement proceedings, as well as company-initiated investigations based on suspected wrongdoing by employees, competitors, and other third parties.

Erin advises clients on data breach and similar cyber incident preparation and response, related state attorney general investigations, and further action stemming from those incidents.

Before joining the firm, Erin worked in academic fundraising, preparing state universities for national fundraising campaigns. She now advises educational institutions on an array of sensitive matters, including employment issues, records retention, student safety, administrative best practices, and compliance.

Erin serves as a member of the Rankings and Endorsements Committee and the Young Professionals Committee of the Women's White Collar Defense Association, an organization promoting diversity for female attorneys who specialize in the defense of government enforcement actions and internal investigations. She is a frequent speaker and author on the False Claims Act, corporate compliance, and telehealth issues.

## Credentials

### Education:

- Stetson University College of Law (J.D., 2015)
  - Editor in Chief, *Stetson Law Review*
- The George Washington University (M.A., 2005)
- Florida State University (B.A., 2003)

### Admissions:

- Florida

## Experience

- *United States v. HPC Healthcare, Inc.*, 723 F. App'x 783 (11th Cir. 2018). The Eleventh Circuit Court of Appeals affirmed dismissal with prejudice of a qui tam action brought against our client for the alleged fraudulent submission of medical billing to Medicare and Medicaid. The Eleventh Circuit agreed that the plaintiff had failed to plead detailed allegations sufficient to satisfy the applicable standards under Federal Rule of Civil Procedure 9(b).



- *United States v. Advanced Anesthesia*. Relator's complaint dismissed with prejudice.

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## Insights

- "DOJ's First Cyber-Fraud Settlement Places Emphasis on Cybersecurity Shortfalls," Carlton Fields (March 21, 2022)
- "DOJ's New Enforcement Team May Intensify Push to Recover Cyberattack Payments," Connecticut Employment Law Letter (December 2021)
- "DOJ Unveils New Initiative to Pursue Cybersecurity-Related Fraud by Government Contractors and Grant Recipients," Carlton Fields (October 20, 2021)
- "New DOJ Enforcement Team Suggests DOJ May Take Additional Efforts to Recover Cyberattack Ransoms," Carlton Fields (October 14, 2021)
- "Record-Breaking SEC Whistleblower Awards Signal the Need for Robust Anti-Retaliation Policies," Carlton Fields (May 11, 2021)
- "More Aggressive Enforcement Sprouts at SEC," *Expect Focus Life, Annuity, and Retirement Solutions*, Carlton Fields (April 2021)
- "Maintaining Privilege: A Refresher on Attorney-Client Privilege for the Remote-Work Environment," Carlton Fields (October 5, 2020)
- "Industry Voices — Relaxing Telehealth Regulations Does Not Mean Relaxing Fraud Enforcement," *Fierce Healthcare* (June 15, 2020)
- "CARES Act Provider Relief Funding: Think Before You Deposit," Carlton Fields (June 10, 2020)
- "Five Steps to Minimize the Risk of Future FCA Investigations and Enforcement Actions Stemming From COVID-19 Stimulus Funding," Carlton Fields (April 30, 2020)
- "Federal and State Officials Launch Joint Efforts to Investigate and Prosecute Fraud Related to the Coronavirus," Carlton Fields (March 31, 2020)
- "Recent Cases Indicate Viability of False Claims Act Liability Connected to Federal Cybersecurity Standards," Carlton Fields (January 9, 2020)
- "SEC Now May Consider a Simultaneous Settlement Offer and Waiver Request," *Expect Focus Life, Annuity, and Retirement Solutions*, Carlton Fields (October 2019)
- "US v. AseraCare: Eleventh Circuit Holds That Contradictory Clinical Judgments Alone Cannot Trigger FCA Liability," Carlton Fields (September 11, 2019)
- Co-Author, "Home Depot Cyber Derivative Action Shuttered: Another Data-Breach Derivative Suit Fails to Clear Fundamental Corporate Law Hurdles," Carlton Fields Web Article (December 2016).
- "Whistleblowers on Campus: DOJ Adds Research Universities to its False Claims Act Focus," Carlton Fields (December 2016)
- "Collaboration Key to Combating Cyber Threats: Federal Government Issues Final Guidance Clarifying Liability Protection for Private Entities that Share Cybersecurity Information," Carlton Fields Client Article (July 18, 2016)
- "Share What You Know: Liability Protection for Private Entities that Share Cybersecurity Information Pursuant to Federal Guidelines," Carlton Fields Web Article (June 2016)



- Co-Author, "Avoiding a Messy Break-Up: How a Firm's Investigation Can Deflect a Financial Advisor's Form U-5 Defamation Claim," Carlton Fields Web Article (May 2016)
- "In *Flannery v. SEC*, First Circuit Rebukes Commission, Signals Departure from Deferential Review," Carlton Fields Web Article (February 2016)
- Co-Author, "New Federal Law Protects Companies that Share Cyber Threat Information," Carlton Fields Client Alert (January 2016)
- "Flawed Auctions and Buy-Side Conflicts: Financial Advisor Liability for Aiding and Abetting Breach of the Duty of Care in *RBC Capital Markets v. Jervis*," Carlton Fields Web Article (December 2015)
- "Including the Frozen Heir: Expanding the Florida Probate Code to include Posthumously Conceived Children's Inheritance Rights," 43 *Stetson L. Rev.* 325 (2014)

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## Speaking Engagements

- "A Day at the Beach? Preventing and Defending False Claims Act Complaints Through Compliance," Association of Corporate Counsel, Tampa Bay Chapter, Longboat Key, FL (August 2021)
- "Maintaining Privilege: A Refresher on Attorney-Client Privilege for the Remote Work Environment," Association of Corporate Counsel, Tampa Bay Chapter, St. Petersburg, FL (November 2020)
- "Legal Considerations and Response to an Information Security Incident," 2019 Cyber Security Symposium, Tampa, FL (October 2019)
- "Advising Boards & Management: Ethical Rules & Professional Liability Risks of Corporate Counsel on Advancement and Indemnification," Association of Corporate Counsel, Tampa Bay Chapter, St. Petersburg, FL (May 2019)
- "Best Practices for Effective Compliance Programs," Association of Corporate Counsel, Tampa Bay Chapter, Longboat Key, FL (November 2018)
- "Avoiding Broken Glass: When the Government Comes Knocking," Association of Corporate Counsel, West Central Florida Chapter, St. Petersburg, FL (April 2018)
- "Painting a Compliance Picture in a False Claims Landscape," Association of Corporate Counsel, West Central Florida Chapter, St. Petersburg, FL (May 2017)

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## Recognition

- *The Best Lawyers in America: Ones to Watch*, Commercial Litigation, Criminal Defense: White-Collar, Health Care Law, Litigation – Securities, Technology Law (2021–2023)

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## Court Admissions

- Florida State Courts
- U.S. Court of Appeals, Eleventh Circuit
- U.S. District Court, Middle District of Florida
- U.S. District Court, Southern District of Florida





**JULIAN C. VELEZ**

Associate  
Tampa  
813.229.4968

[jcvelez@carltonfields.com](mailto:jcvelez@carltonfields.com)

Julian Velez focuses his practice on government and internal investigations and complex commercial litigation. He has experience with a variety of federal and state law issues and is particularly well versed in international law.

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## Court Admissions

- U.S. District Court, Middle District of Florida

## Credentials

### Education:

- University of Florida  
Fredric G. Levin  
College of Law (J.D.,  
cum laude, 2021)
  - Executive  
Articles  
Editor, *Journal of  
International Law*
- University of Florida  
(B.A., cum laude,  
2018)

### Admissions:

- Florida



## Tab 5 – Attachments / Required Forms

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ATTACHMENT A  
TECHNICAL PROPOSAL FORMS

Technical Proposal Form 1  
PROPOSER CERTIFICATION AND WARRANTY FORM

1. Legal Name of Proposer. (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.): **Carlton Fields, P.A. Law firm is a corporation.**

2. Name/title of contact person for the Proposer: **Adam Schwartz**

3. Local business and mailing address:

**Corporate Center Three at International Plaza  
4221 W. Boy Scout Boulevard, Suite 1000  
Tampa, FL, 33607-5780**

4. Primary business and mailing address:

**Corporate Center Three at International Plaza  
4221 W. Boy Scout Boulevard, Suite 1000  
Tampa, FL, 33607-5780**

5. Telephone: **813.229.4336**

6. Federal Employer Identification Number (FEIN): **59-1233896**

7. The business has been in operation under its present name since: **1901**

The above-named Proposer does hereby warrant and certify under Oath:

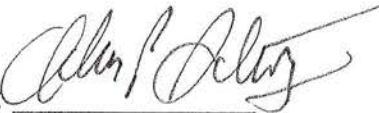
- A. That the name of the Proposer as it shall appear on all contracts and agreements is as stated above.
- B. That the Proposer understands all requirements of the RFP and states that as a serious Proposer it will comply with all the stipulations included in the RFP package.
- C. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- D. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.



- E. That the Proposer is not in arrears to City of Tarpon Springs upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to City of Tarpon Springs except as expressly stated below.
- F. That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- G. That the Proposer acknowledges, understands, and agrees that the RFP does not reflect all of the requirements for the Project and that these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.
- H. That the Proposer has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services to be required hereunder. The Proposer further certifies and agrees that no person having any such interest shall be employed or engaged by the Proposer for said performance does not have or will any member of the team, person or employee be involved, engaged or employed on a contingent fee basis.
- I. That the Proposer has received and carefully examined all Addenda issued prior to Proposal Opening.

Addendum #1

Acknowledged: \_\_\_\_\_



Addendum #2

Acknowledged: \_\_\_\_\_

Addendum #3

Acknowledged: \_\_\_\_\_

Addendum #4

Acknowledged: \_\_\_\_\_

Addendum #5

Acknowledged: \_\_\_\_\_

- J. That the Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- K. That the Proposer certifies that the Pricing Schedule Proposal contains the required Proposal Bond-N/A.



- L. That neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this RFP for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City Board of Commissioners or any person interested in the RFP; and
- M. The price or prices provided in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties of interest, including affiant.
- N. All statements made by the Proposer in the proposal are true and accurate as of the Proposal submittal date.

Proposer hereby acknowledges the above certifications and attests to the accuracy of affirmation and assertions contained therein.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

BY: Angela Maranto  
Witness

W. Evans  
Witness

CORPORATE SEAL  
(Where appropriate)

PROPOSER: Carlton Fields, P.A.

Adam P. Schwartz  
(Authorized signature in ink):

Adam P. Schwartz  
(Printed name of signer)

11/14/22  
(Date signed)



Technical Proposal Form 2  
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: **Adam P. Schwartz**

Firm: **Carlton Fields, P.A.**

Title: **Shareholder**

Years employed by firm: **17 years**

Total Professional Experience: **27 years**

Professional Registration  
and Licenses

(type/state/year/license number): **Florida Bar, Admitted 1996, Bar #83178**

Primary Attorney: **Adam P. Schwartz**

Location of Individual During Entire Project:

Corporate Center Three at International Plaza  
4221 W. Boy Scout Boulevard  
Suite 1000  
Tampa, FL, 33607-5780

Description of Role/Responsibilities: **Lead attorney responsible for investigation**

Expected Time Commitment to Project: **Committed to completing the project,  
Primary Attorney 50%**



Form 1  
PRICING SUMMARY FOR PROPOSAL NO. 230041-P-JL  
Special Counsel Services

OFFERER Carlton Fields, P.A.

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Agreements.

2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.

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

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

Proposer will complete the Work in accordance with the Proposal Documents for the unit prices shown on the Pricing Summary below.

4. Proposers are aware that the dollar amount shown herein is to be utilized by the City as a guide to the best qualified Proposer. The actual total compensation paid Proposer for the project described in these Agreements may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Agreements. Contingency and allowances will be utilized in accordance with the Agreement.

The above-named Proposer affirms and declares:

A. That the Proposer has carefully examined the Work and that, based upon its own investigations, Proposer has fully satisfied itself as to: (1) the nature and location of the Work; (2) the character, quality and quantity of all materials needed for the performance of the Work; (3) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (4) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (5) all other items which may in any way affect or impact the Work or its performance.

B. Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or



services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. Proposer hereby certifies that Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees and/or costs.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

BY: Angela Maranto  
Witness

W. Evans  
Witness

CORPORATE SEAL  
(Where appropriate)

PROPOSER: Carlton Fields, P.A.

[Signature]  
(Authorized signature in ink):

Adam P. Schwartz  
(Printed name of signer)

11/14/22  
(Date signed)



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On November 14, 2022, before me, the undersigned authority, personally appeared by means of ☒ physical presence or ☐ online notarization to me known to be the individual described in and who executed the foregoing instrument as, **Adam P. Schwartz** of **Carlton Fields, P.A.**, a private corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

Angela Maranto

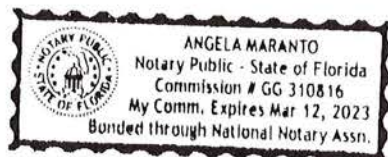
(Signature of Notary Public)

Angela Maranto

(Print/Type/Stamp Commissioned Name of Notary Public)

Personally known ☒ or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

(NOTARY'S SEAL)





ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On November 14, 2022, before me, the undersigned authority, personally appeared by means of ☒ physical presence or ☐ online notarization, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of **Carlton Fields, P.A.** (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

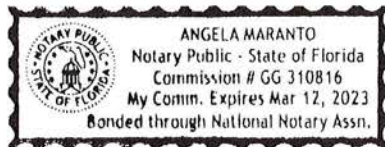
WITNESS my hand and official seal the date aforesaid.

Angela Maranto  
(Signature of Notary Public)

Angela Maranto  
(Print/Type/Stamp Commissioned Name of Notary Public)

Personally known ☒ or produced identification \_\_\_\_\_  
Type of identification produced

(NOTARY'S SEAL)





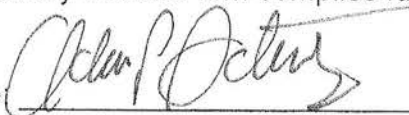
Proposal Form 2  
DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 11.14.22

Signature: 

Company: Carlton Fields, P.A.

Name: Adam P. Schwartz

Address:  
Corporate Center Three  
at International Plaza  
4221 W. Boy Scout Boulevard  
Suite 1000  
Tampa, FL, 33607-5780

Title: Shareholder

E-Mail: aschwartz@carltonfields.com

Phone: 813.229.4336



Proposal Form 3  
PUBLIC ENTITY CRIMES STATEMENT

1. This sworn statement is submitted to City of Tarpon Springs by **Adam P. Schwartz, shareholder** for **Carlton Fields, P.A.** whose business address is: **Corporate Center Three at International Plaza, 4221 W. Boy Scout Blvd., Suite 1000, Tampa, FL 33607-5780** and its Federal Employer Identification Number (FEIN) is **59-1233896**.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners,



shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies with a check mark in box).

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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



Authorized Representative-Sign in Ink:

Adam P. Schwartz, Shareholder  
Authorized Signature (typed) Title

(Corporate Seal)

Carlton Fields, P.A.  
Company Name



Mailing Address:  
Corporate Center Three  
at International Plaza  
4221 W. Boy Scout Boulevard  
Suite 1000  
Tampa, FL, 33607-5780

Telephone Number: 813.229.4336

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, by **Adam P. Schwartz**, who is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification, this 14<sup>th</sup> day of November, 2022.

Angela Maranto  
Notary Public, State of Florida

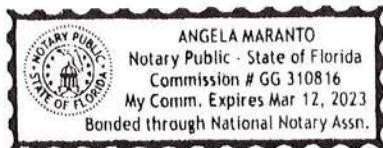




EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

- A. Prior to the time the engineering consultant is entitled to commence any part of the project, work, or services under this contract, the engineering consultant shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
  2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
  4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
  5. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering consultant shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Consultant from its insurer; and nothing contained herein shall absolve the Consultant of this requirement to provide notice.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole



assessments for any deductibles which all are at the sole responsibility and risk of the engineering consultant.

3. The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4. City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.



**Exhibit B**  
**Additional Forms Required**  
**NON-COLLUSION / LOBBYING CERTIFICATION**

Adam P. Schwartz, being the authorized Agent,  
certifies that:

He/she \_\_\_\_\_ is \_\_\_\_\_ the  
shareholder \_\_\_\_\_, (Owner,  
Partner, Officer, Representative or Agent) of Carlton Fields, P.A. the  
Bidder that has submitted the attached Proposal;

**NON-COLLUSION PROVISION CERTIFICATION**

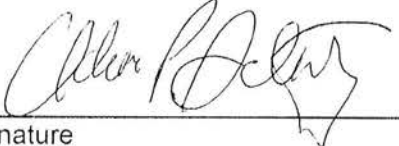
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**LOBBYING CERTIFICATION**

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City 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 either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By:   
Signature

Angela Maranto  
Witness

Adam P. Schwartz  
(Printed Name)

Shareholder  
(Title)



### CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

#### PART I.

☐ I am an employee, public officer or advisory board member of the City  
 \_\_\_\_\_ (List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City  
 Name: \_\_\_\_\_

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
 Name: \_\_\_\_\_

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City  
 Name: \_\_\_\_\_

☒ None of The Above

#### PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: Carlton Fields, P.A.

NAME (PER AUTHORIZED TO BIND THE COMPANY): Adam P. Schwartz

SIGNATURE:  DATE: 11-14-22





Response to RFP for

City of Tarpon  
Springs

RFP No. 230041-P-JL

Special Counsel  
Attorney Services

TAB 4 – Proposed  
Cost

November 15, 2022

## Contact:

### **Adam Schwartz**

Corporate Center Three at International Plaza  
4221 W. Boy Scout Boulevard  
Suite 1000  
Tampa, FL, 33607-5780  
813.229.4336  
aschwartz@carltonfields.com



## Tab 4 – Proposed Cost

This section contains Carlton Fields' cost proposal to the City of Tarpon Springs ("City") in response to RFP No. 230041-P-JL for Special Counsel Attorney Services. Here, we provide the requested information regarding all costs associated with delivering the requested services detailed in the RFP. As requested, we are utilizing the format identified in Proposal Form 1 in Attachment A of the RFP and we propose individual hourly rates or a fixed fee, broken into monthly installments.

### A. Proposal for Compensation – Hourly Rate Option

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Special Counsel – Adam Schwartz	1	Hourly	\$700	
2	Assistant Special Counsel – Ken Tinkler	1	Hourly	\$600	
3	Assistant Special Counsel – Erin Hoyle	1	Hourly	\$460	
4	Assistant Special Counsel – Julian Velez	1	Hourly	\$370	
5	Paralegal	1	Hourly	\$315	

### B. Proposal for compensation – Monthly retainer option

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Monthly retainer fee and the expenses to be paid (outlined in fee proposal as expenses to be paid)	12	Monthly	\$20,000	Not to exceed \$160,000



**Reimbursable Out of Pocket Expenses**

Computer research	Included in the above fee
Secretarial/Word processing overtime	\$40 per hour
Postage	Actual cost
Federal Express/UPS Shipping	Actual cost
Mileage	\$.62.5 cents per mile
Out-of-pocket costs	Clients are requested to provide a cost retainer to cover estimated out of pocket costs which may be incurred by the firm during the representation.
e-Discovery services	Monthly data hosting - \$5/GB Pre-processing (culling) – No charge Data Processing - \$40/GB User licenses - \$180/month for non CF users Project management - \$280/hour Social media and website captures - \$250/profile or page



**ADAM P. SCHWARTZ**

Shareholder  
813.229.4336 Direct Dial  
aschwartz@carltonfields.com

Atlanta  
Florham Park  
Hartford  
Los Angeles  
Miami  
New York  
Orlando  
Tallahassee  
**Tampa**  
Washington, DC  
West Palm Beach

January 3, 2023

Mark LeCouris  
City Manager  
City of Tarpon Springs  
324 Pine Street  
Tarpon Springs, undefined 34689

Attorney/Client Communication  
Via Email:  
**mlecouris@ctsfl.us**

Re: Special Counsel Attorney Services

Dear Mr. LeCouris:

Thank you for retaining Carlton Fields. We are grateful for your confidence in our Firm.

Our clients expect, and it is our responsibility to provide, a clear statement of our mutual obligations as we work together on your legal matters. This Matter Engagement Agreement, along with the attached Standard Terms and Conditions of Engagement, is intended to fulfill that goal. Please review both carefully, let us know if you have any questions or concerns. **Your acceptance of the terms set out in this Matter Engagement Agreement and its attachments may be indicated by either instructing us to move forward with your representation or by a letter or email accepting them.**

**DESIGNATION OF THE CLIENT.** For a number of reasons explained in the Standard Terms and Conditions, we must agree precisely who is to be the client, and be advised of any adverse or other parties. We must have an accurate database for conflicts checking, and confusion will delay our getting started on the tasks required. On occasion, we may represent one or more individuals or entities. We will represent more than one client only after it is established that there is no conflict between the clients and all clients agree to be jointly represented by our Firm, and only with terms set out in a Supplemental Agreement. The Client for this Engagement is: City of Tarpon Springs (the "City").

**SCOPE OF THE ENGAGEMENT.** You have retained Carlton Fields to provide the following legal services: Special Counsel Attorney Services ("Special Counsel").



As part of our Special Counsel representation, we will perform an investigation to ascertain if there has been any wrongdoing or conflict of interest with regard to the Morgan Group and the related Anclothe apartment project. As part of this investigation we will interview witnesses (all interviews will be conducted by at least two team members), take testimony, gather and review documentary evidence, conduct legal research, and provide reports and recommendations to the City regarding the findings. After an initial meeting with the City, if necessary, we will draft a scope of services document which will further specifically describe our Special Counsel services.

There may be other tasks added to our Special Counsel representation as we go forward with this matter. As more fully explained in the Standard Terms and Conditions, a change in the assignment or any additional engagement must be confirmed in writing including any change in the basis of fees that might result from a change in scope.

**Note: For litigation matters, please refer to the attached Standard Terms and Conditions, page 9, paragraph 11.B. for important document retention instructions.**

**FEES AND COSTS.** Before retaining our Firm, our clients are entitled to know and the clients and the Firm must agree to the basis for our charges and their obligations regarding payment. Various alternatives and the obligations for payment are set out in the Standard Terms and Conditions. For this matter, we have agreed to the following basis for fees:

We will be compensated on an hourly basis for our services in this matter. Four lawyers, Adam Schwartz, Ken Tinkler, Erin Hoyle, and Julian Velez will work on this matter. We will bill at the hourly rates for these lawyers contained in our response to the City's RFP (RFP No. 230041-P-JL), Kelly Spidell, a paralegal, will support us in this matter. If you have any questions about our bills, we will, of course, be happy to discuss them with you.

As noted in our response to the City's RFP, this matter will be capped at \$160,000, exclusive of costs. With regard to costs, we have agreed to waive both mileage and attorney travel time when traveling from our office to the City of Tarpon. With regard to traveling to other locations, we have agreed to follow the Travel Policy (Policy Number 5; Attachment C to City of Tarpon Springs RFP No. 230041-P-JL) which currently indicates that mileage will be reimbursed per IRS standard mileage rates, which is currently 58.5 cents per mile.<sup>1</sup>

Clients are responsible for costs and disbursements incurred by our firm on the client's behalf. Bills for some third party costs may be transmitted directly to you for payment, and it is expected that these bills will be paid by you upon receipt.

Costs and disbursements related to the legal matter must be paid by the client in addition to the agreed upon fees, as set out in the Standard Terms and Conditions. Payment may be made by check or wire transfer. Please refer to the attached Standard Terms and Conditions, page 4, paragraph 3.F. for payment wire transfer instructions.

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<sup>1</sup> [IRS issues standard mileage rates for 2022 | Internal Revenue Service](#)



Mark LeCouris  
January 4, 2023  
Page 3

We look forward to representing the City of Tarpon Springs. If ever you have a question about anything, please call or email me.

Very truly yours,

CARLTON FIELDS

By:   
ADAM P. SCHWARTZ

APS/asm

Enclosures:  
Standard Terms and Conditions of Engagement  
Basis of Charges for Ancillary Services  
eDiscovery Services



**CARLTON FIELDS**  
**Standard Terms and Conditions of Engagement**

Carlton Fields<sup>2</sup> Policy requires a written engagement agreement between the Firm and its client<sup>3</sup> for every matter the Firm undertakes. That written agreement may consist of several documents including this document and the exchange of emails or letters, which in combination will constitute our written Engagement Letter. This document sets out our standard terms and conditions (“Standard Terms and Conditions”) that are an important part of the attorney-client relationship between us. These Standard Terms and Conditions may be an attachment, enclosure, or addendum to, and shall be incorporated by reference into a short form Matter Engagement Agreement (or email) establishing the attorney-client relationship between the client specifically named in such engagement letter and Carlton Fields. **Unless modified in writing, by asking the Firm to take any action on a client’s behalf, the client agrees to the Engagement Letter including the terms of this document. In the event of any inconsistency between the Matter Engagement Agreement and these Standard Terms and Conditions, the Matter Engagement Agreement will control.**

**1. Scope of the Engagement.**

The scope of the engagement – what the Firm has agreed to do for the client and any limitations on that engagement – is memorialized in a letter or email (the “Matter Engagement Agreement”), but also may be further explained or refined in other communications between the Firm and the client (“Supplemental Terms”). The Matter Engagement Agreement and any Supplemental Terms, together with these Standard Terms and Conditions, shall be referred to as the “Engagement Letter.”

It is important to define the scope of any engagement to avoid any misunderstandings. The scope will affect what the client legitimately expects to receive, the tasks for which the Firm is responsible and the fees for said tasks. For some engagements, we will ask for a Scoping Conference to help us define the work and explore what efficiencies and savings can be achieved. For example, in a litigated matter a client may specify whether the matter is of such importance that every issue should be explored, or in another case, that the matter should be resolved as early as possible with minimal expense.

Some limitations on the scope of the engagement are standard and are set out below in section number 6. Any modifications of these Standard Terms and Conditions or of an engagement’s scope in general, will be agreed to in writing, or confirmed in writing as part of the Engagement Letter. Changes in the scope of the engagement will affect costs.

**2. Who is the Client / Who is Not the Client.**

It is important for both lawyer and client to understand exactly who the Firm’s client is for the specific engagement covered by the Engagement Letter. For individuals, that might be clear. But if the Firm represents a corporation or other legal entity, that representation does not create an attorney-client relationship with the entity’s officers, directors, employees, stockholders, or parent, sister or subsidiary corporations, absent agreement. Sometimes, the

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<sup>2</sup> “Carlton Fields” refers to Carlton Fields, P.A. (or in California to Carlton Fields, LLP) and is also referred to herein as the Firm.

<sup>3</sup> “Client” is the specific individual(s) or entity(ies) named in the Engagement Letter, and may be referred to herein as “you.”



Firm can represent more than one person (including entities) in a matter, but only after determining that there is no significant divergence in their interests relating to a matter, and each such person must affirmatively consent to any such dual representation. The identity of the client and any multiple representation engagement should be agreed to or confirmed in writing as part of the Engagement Letter. Absent a direct, written attorney-client agreement, no person or entity is entitled to rely on our legal advice or work product.

Legal ethics requires the Firm to maintain a database of clients and all parties involved in each transaction or dispute to be able to determine conflicts of interest questions. That is another reason why precision in the names of the clients and adverse parties and any other party to a matter is required and must be updated with any changes.

### **3. Fees and Costs.**

We will charge a reasonable fee for our services. Lawyer ethics rules list factors that are considered in arriving at a reasonable fee. They include: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed, or contingent.

#### **A. The Basis for Fees Must be Agreed to in Writing or Confirmed in Writing in Every Matter.**

There are different approaches that may be agreed to by the client and the Firm:

(a) **Hourly.** In many cases, the Firm's fees are determined on the basis of the number of hours spent by Firm members, associates, paralegals, or legal assistants and other professionals on the matter, at hourly rates established in relation to the experience and skills of the person performing the work. We review our hourly rates and revise them periodically to reflect increased skills, specialties, costs, and other factors. Clients may obtain information about the range of the rates currently in effect from the attorney in charge of the matter.

(b) **Alternatives to Hourly Fees.** In some circumstances, billing arrangements other than hourly can be used -- such as a Fixed Fee, Fixed Fee with Success Bonus, Capped Fee, Monthly/Annual Retainer, or Contingency Fee. When the size, complexity, difficulty, or urgency of a matter, or the particularly good result obtained, or similar factors so dictate, we may increase our fee with your agreement.

#### **B. Advance Payment Deposits for Fees and Other Charges.**

The Firm's policy is to require an advance fee deposit for matters handled on an hourly basis. Advance fee deposits must be remitted by check or wire, and not by ACH. We will hold the advance fee in trust and apply it to the final invoice for the matter. If the client is late in paying earlier invoices, we will apply the advance fee to satisfy those invoices. The client must then restore the advance fee to the original amount, as a condition for our continuing the representation. Otherwise, we reserve the right to terminate the representation at that point, and the client will be obligated to pay any remaining balances of fees and costs still due and owing. Because of the importance of



our year-end accounting (December 31), we reserve the right to apply advance fees to outstanding invoices by year-end.

Advance fee deposits are applied first to disbursements and then to fees for legal services on the agreed fee basis. Advance fee deposits are held in a client trust account, until withdrawn. The Firm does not segregate advance payments received from clients nor earn or pay any interest with respect to them. Any interest on a general trust account is paid to a law-related charity. If the Firm's representation is terminated, unless otherwise agreed, any portion of the advance payment not applied by or owed to the Firm for its fees and disbursements will be refunded.

**For this matter, we ask that you send us an advance fee/cost deposit as set forth in the Matter Engagement Agreement.**

**C. Costs and Disbursements.**

In addition to our charges for legal services, Clients must pay and will be billed for the costs incurred on their behalf such as filing fees, court reporter charges, out-of-pocket expenditures, travel, including long distance telephone, photocopying, messenger service, computerized research, mailing, express delivery, overtime secretarial charges, bills rendered to the Firm by third-party providers of services, and other expenses. Costs are posted and billed based on standard rates published by the provider or contained in contracts with the Firm. In some cases, the provider may grant volume discounts, which are not substantial in amount and are impossible to predict, and it is not practical to adjust the bill to reflect such discounts. Bills for some third-party costs, including arbitration or mediation costs and expert witness fees, may be transmitted directly to the client for payment, and it is expected that these bills will be paid by the client upon receipt.

**D. Frequency of Billing.**

Statements for services and disbursements are generally rendered monthly. In some fixed fee matters, clients pay an agreed amount per month without separate bills. In certain transactional matters, the Firm may render a statement upon the completion of the transaction or, if the transaction is not completed, at the time such work is completed. Details must be covered in the Engagement Letter, either in the Matter Engagement Agreement or by separate email.

**E. Payment Terms.**

All statements for professional fees, other charges, and disbursements are due upon receipt. The Firm reserves the right to terminate its services if statements are not paid when due. Termination will not discharge the obligation to pay the Firm all amounts owed.

**Because it is important to resolve any questions about a bill while memories are still fresh, each invoice must be reviewed and any questions raised within 15 days of receipt, or any issue will be deemed waived and the invoice agreed to.** Any invoice for which payment has not been received within 35 days of invoice date will bear interest at the statutory or code rate for the jurisdiction of our office where the engagement originated, as of January 1 of the year of the engagement. The per annum interest rates for the current year are: California – 7%; Connecticut – 6%; Florida – 4.25%; Georgia – 7%; New Jersey – 6%; New York – 9%; and Washington,



D.C. – 6%. **Year-end bills rendered by December 8 must be paid no later than December 21.**

**F. For Fee Payments.**

Payment may be made by check or wire transfer. Wire Transfer instructions for Fees and Costs payments are as follows:

Bank Name:	[REDACTED]
Address:	[REDACTED]
City, State:	[REDACTED]
ABA No.:	[REDACTED]
	[REDACTED]
Account Name:	[REDACTED]
Account No.:	[REDACTED]
Reference:	[REDACTED]

**NOTE: Advance Fee/Cost Deposits are paid to the Firm's trust account in the city where the Carlton Fields office is located. Please refer to the Engagement Letter or request this information from your Attorney or his/her legal administrative assistant.**

**G. Fees Assessed Against an Adversary.**

If this matter is one where a contract, statute or code provides for prevailing party attorneys' fees, you agree that the fees for this matter will be the greater of the fees as calculated in the Matter Engagement Agreement or the fees awarded under the contract, statute, code, or otherwise, either by the court or in settlement, to be paid by the opposing party or parties.

**4. Lawyer Responsibilities.**

The Firm and its lawyers undertake to represent or advise you in compliance with all professional standards in the engagement. In doing so:

**A. Communications.**

We will keep you reasonably advised in the matter. If at any time you have questions or need an update, call or email us.

**B. Confidentiality and Privilege.**

When a client communicates with a lawyer concerning legal advice, the communication is privileged; meaning that the lawyer cannot be forced to disclose those communications to another but must keep them secret, except in rare circumstances. But a client (not the lawyer) waives that privilege if the client itself discloses to a third person what the lawyer or the client said or communicated to each other. **For that reason, if you expect the communications between you and us about legal matters to remain protected, do not talk about them to others.** In addition to privileged communications, you can expect that the lawyer will not disclose a client's business to others.



### **C. Opinions and Evaluations.**

From time to time during the progress of a matter, the lawyer may express an opinion or give an assessment of the possible outcome of the matter. A lawyer is not a guarantor of an outcome, and the lawyer's evaluation is not a guarantee. Many factors beyond the control of the lawyer or client may determine the outcome of a dispute or a transaction, and a lawyer's duty is to help the client evaluate possibilities and risks. A lawyer's job is to apply professional judgment to the facts as known, and to advocate for the client's interest, but he or she cannot guarantee that an opponent, judge or a jury will agree with positions advocated. No client should treat an evaluation or a strategy discussion as such a guarantee.

### **D. Transactional Matters.**

If our Firm is representing the client in connection with the negotiation and preparation of documents with respect to a business transaction or extraordinary corporate transaction with another party, our attorney's role, subject to any limitations stated in the Engagement Letter, is to guide you with respect to the legal issues involved and not to provide any financial or business advice. Our lawyers are legal advisors and not business advisors. We will not provide you with any advice as to the financial or business aspects of these matters.

### **E. Efficiency.**

We will make good faith efforts to be efficient in our service. In hourly fee matters, that will include the allocation of work among senior and junior attorneys (or paralegals, where appropriate) to maintain high quality service at a reasonable cost. To the extent practicable and consistent with our professional responsibilities, we will accommodate your wishes about staffing this case. In litigated matters for an hourly fee, we will, at your request, provide a budget, which we will update as the project unfolds. You must be aware that many factors beyond our control affect the time required to handle matters, particularly the approach and behavior of the adverse parties in litigation. For that reason, budgets and estimates are likely to change. Budgets and estimates in hourly fee engagements are not binding caps on our reasonable fees.

## **5. Client Responsibilities.**

Among the responsibilities of any Client in an attorney-client relationship, including this one, are the following:

### **A. Meet fee obligations.**

As stated above, you must promptly review our invoices and pay them as agreed.



## **B. Complete Information.**

You must be truthful, complete, and accurate in informing us of the facts surrounding the matter so that we can properly analyze the legal issues and advise you. Remember that your communication to us concerning the representation is privileged, and will be held in confidence. If you are worried about a fact or circumstance or issue, tell us and we will address it. The law establishes this privilege to assure that a client can give complete and candid information to his lawyer. Unless we have a complete understanding of the problems and the client's concerns, we cannot do the best job of advising or protecting a client's interest. Only if we know of a problem fact can we advise on minimizing its importance. And neither you nor we can misrepresent a fact to a court or agency or opponent.

## **C. Communications.**

(a) **Client role in protecting the attorney-client privilege.** While communications about legal advice between lawyer and client are privileged, as described above, a client will waive the privilege if he tells another person what was said in confidence to his lawyer or the lawyer said to him. It is the client's responsibility to keep that secret unless he specifically wants to lose the privilege.

(b) **Electronic communications.** Both you and the Firm will likely use electronic communications (such as unencrypted wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document websites, and other state of the art technology) to communicate and to send or make available documents. Although there is always some risk that another may "hack into" or otherwise access confidential communications, we believe and, by agreeing to the Engagement Letter, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. We have policies and systems in place designed to make our electronic communications with you reasonably secure. It is equally important that you also communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege. You should not use any computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including your employer, a hotel, library or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

(c) **Client decisions.** Certain decisions belong exclusively to the client. Settlement decisions, budget decisions, risk decisions, and the objectives of the representation are among them. The lawyer may advise, analyze and recommend, but the client owns the matter and must make the business and risk decisions. For that reason, you agree that you will make those decisions timely when presented, and you must keep us informed of your contact information, so that we may reach you when a consultation is necessary.

## **6. Limitations on the Scope of the Engagement.**

What the Firm undertakes to do and what the client has engaged the Firm to do is described in the scope of the Engagement Letter. Clients should not assume that other tasks or subjects are covered, and they are not unless the additional service(s) are agreed to in writing (including a Supplemental Matter Engagement Agreement by exchange of emails). In particular:



#### A. Insurance.

It is important that a client consider the possibility that insurance is available in any matter where the client has been damaged or the client is accused of having damaged another. But this is not the Firm's responsibility to explore. Usually, the client's insurance broker or in-house insurance department is the professional better suited to that determination. The Firm does have lawyers who specialize in insurance issues, but (1) those specialists are not usually the lawyers assigned to the matter itself, and (2) the Firm represents many insurance companies and would have to both complete a new conflicts check and agree to an engagement to analyze or resolve a dispute about an insurance policy. Accordingly, unless otherwise provided in the Engagement Letter, our Firm will not be providing guidance as to such matters.

#### B. Trademarks, Business Licenses, Leases, Employment Agreements, etc.

Unless the Engagement Letter specifically provides for doing so, the engagement will not cover matters incidental to your business or matters such as trademark advice and registration, other intellectual property matters, business licenses, employment agreements, securities or tax law advice, lease review, sales or distribution contracts or other business forms or documents. If the client wants such services, it will require separate Matter Engagement Agreements, and most likely lawyers from different specialties.

#### C. Business, Marketing or Other Advice.

Unless otherwise specifically agreed to in the Engagement Letter we are legal advisors and not business advisors, public relations experts or marketing advisors, investment advisors or accountants. We do not investigate for you the reputation and character of opposing parties, or introduce you to or solicit investors. In Securities law matters, our services will exclude business plans, economic reports or other factual statements, but is confined to regulatory and legal advice.

#### D. Environmental.

Unless specifically covered in writing in an engagement letter, the Firm will not review environmental due diligence documents (including without limitation Phase I or II Environmental Assessment reports) in conjunction with representation in a transaction, or otherwise evaluate legal risk posed by matters disclosed in such reports.

### 7. Common Variances from Client Outside Counsel Guidelines.

For institutional clients who publish Outside Counsel Guidelines, **we will defer to provisions in those Guidelines that conflict with these Standard Terms and Conditions, unless we negotiate changes to the Guidelines.** The following are the basis of frequently negotiated changes:



**A. Carlton Fields is Not Organized in the Pyramid Model that Many Firms are, with a Few Partners at Top and a Large Number of Associates.**

Approximately 2/3 of Carlton Fields lawyers are shareholders; all shareholders have equal shares. For that reason, instructions that some clients give, such as to assign no more than one partner, one associate, and one paralegal to the file, is neither workable nor in the best interest of the client. We staff matters at appropriate levels of junior and senior lawyers and paralegals, and are able to achieve efficient and appropriate staffing levels often preferable to another model.

**B. Internal Consultations.**

Carlton Fields has consciously striven to organize the Firm around specialties and to achieve a culture of teamwork and cooperation and to treat all clients as clients of the Firm rather than of any individual lawyer. In that context, client directives that require advance client permission before consulting with a lawyer outside the core team will promote inefficiency and increase expense. Calling an associate who happens to be an e-discovery wizard for a quick consultation can save hours. That efficiency is eroded if it requires a scheduled call with the client and delay on the project until that call takes place. Similarly, if an issue of privilege or a substantive issue arises in which the Firm's recognized expert should be consulted by a careful lawyer, an impediment to that diminishes efficiency, and if it is not compensable, raises overhead. The Firm expects clients to understand these realities. Instead of advance permission, we propose in any hourly billing matter to record in the time entry the reason for the consult and why the consultation was desirable.

**C. Indemnity Provisions.**

A few Outside Counsel Guidelines contain indemnity provisions that may be suitable in the case of some vendors supplying goods or constructing improvements, but are not appropriate to an attorney-client relationship. The Firm is well insured to protect itself and its clients against **damages** legally **caused** by the Firm's **fault** but the Firm cannot buy insurance for contractually undertaken promises, and is not responsible for paying for expense or defense of baseless claims by third parties or other obligations beyond those imposed by law, and is not obligated to persons other than the client. A lawyer is not a guarantor, let alone an insurer, and the Firm will generally not agree to indemnity provisions.

**8. Multiple Representation.**

A lawyer should represent more than one client in a matter only in limited situations and with full understanding and agreement of all clients. In general, a law firm MAY be able to represent more than one client if they are "in the same boat" – for example, being sued for the same facts and have the same defenses, or asserting a joint right; or an employer and employee being sued for the act of the employee when there is no question that the employee was on the job and pursuing his/her assigned duties. On the other hand, a lawyer should never represent both sides to a negotiation that is inherently antagonistic (e.g., Buyer/Seller) even if both parties are friendly. If this engagement involves a request for multiple representation, a more specific disclosure, discussion, waivers, and agreement will be required as a part of the Engagement Letter.



## **9. Termination.**

A client has the right to terminate an engagement with a law firm without cause, although the client may have to fulfill obligations for fees already earned. A lawyer may terminate an engagement for cause, including the client's failure to live up to its obligations or because the client's choices or directions are unwise, or for other reasons specified in the Rules of Professional Conduct. Absent such an early termination, our engagement for this matter will terminate, and the attorney-client relationship for this matter will end, when the Firm sends you its final bill in the matter, when the Firm sends you an email or letter confirming the conclusion of the matter, or when no activity has been recorded on the matter for one year.

## **10. Conflicts and Conflict Waivers.**

A 'conflict of interest' in the broader sense occurs where a person's performance of his/her duty to one person might be influenced by a self-interest or a temptation to consider his/her duty to a different person, such that judgment might be affected. That concept has been codified in certain of the Rules of Professional Conduct governing lawyers. Those rules are slightly different in different states. In most jurisdictions (1) a lawyer cannot (without the informed consent of both clients) represent one client directly adverse to another client in a dispute or a negotiation, even if the two matters are completely unrelated; and (2) if one lawyer is disqualified, so is the whole firm. These rules originated when law firms were small and local. The first 100 lawyer firm in the US was in 1960, and still a single office. Most states now permit this kind of conflict involving unrelated matters to be resolved by (1) screening the individual lawyers involved in each of the matters from any access to the other matter; and (2) notice to both clients. Some still give each client a veto power over the ability of the other client to hire the separate lawyers in the firm, even where the two matters are sited in different states, with different practice areas and no danger of disloyalty on the part of any individual. The Firm consists of more than 300 lawyers in 11 offices in 6 states and the District of Columbia. Many firms of our size demand an advance waiver of conflicts on certain conditions. Instead, we ask that our clients promise to consider all requests for conflict waivers on their merits, and not deny such request just because the law in that state permits them to do so. We will not ask for a conflict waiver if we are not confident that all your confidences will be protected and that there will be no adverse effect on the matter(s) we are handling for you. We will explain our analysis and your options when and if such a situation arises.

## **11. Document Retention.**

### **A. Your Documents Submitted to Us.**

We will return any original documents you submit to us after they are no longer needed for the representation. After the matter is concluded, we review our files for such original documents and then return them. Nevertheless, please keep copies of original documents you send us.

### **B. Your Documents Relating to the Matter.**

If this is a matter in litigation, or as to which litigation is anticipated, PLEASE DO NOT DESTROY any document or physical thing connected in any way with the dispute. If you have a program of regularly destroying old documents, please suspend it with respect to documents that might be associated with the matter. This also applies to electronic records, e-mails, and the like. We will discuss this subject with you at greater length, but recent developments in the law have made the matter of document preservation important, with severe penalties for destroying evidence.



### **C. Our Document Retention.**

After a matter is concluded, our policy is to (1) return original client documents; (2) destroy duplicates, drafts, non-essential or interim pleadings, depositions, transcripts, discovery, incidental correspondence, and the like; (3) either (i) digitally reproduce the remaining documents and destroy physical copies, or (ii) store the remaining file at a secure off-site facility for 6 years; and (4) destroy the file in compliance with State requirements or other agreement with no further notice. Please let us know if you want us to deliver any part of the file to you after the matter is concluded.

## **12. Arbitration of Fee Disputes.**

In some states, you have a right to have any fee dispute with your lawyer arbitrated by a free service offered by the Bar Association, and the lawyer cannot refuse. In other states, such an arbitration service is offered, but both the lawyer and the client must agree. In those states that have voluntary arbitration of fee disputes, the Firm hereby consents to the procedure. Some states require specific language in some or all engagement agreements:

### **A. New York.**

In the event that there is a fee dispute between the parties to this agreement, you may have the right to arbitrate or mediate such dispute. In particular, under relevant New York Rules and Regulations (Part 137 of the Rules of the Chief Administrator of the Court in New York), you may arbitrate a fee dispute if the amount in controversy is between \$1,000.00 and \$50,000.00. Such arbitration will be held before the New York State Fee Dispute Resolution Program and the decision reached in that arbitration will be binding upon both parties, unless either party seeks a trial within 30 days of the date that the arbitration decision is rendered. At your request, we will provide you with the forms necessary to commence an arbitration proceeding under the relevant Rules and Regulations.

### **B. California.**

Any dispute between us as to our attorneys' fees and/or costs charged under this agreement shall be resolved as follows. We will provide you with written notice of your right to arbitrate the fee dispute under the mandatory fee arbitration provisions of the California State Bar Act (Business & Professions Code Section 6200 et seq.). At that time, you may enter into an agreement with us that the arbitration will be binding or that the dispute will ultimately be resolved by another form of binding arbitration.

## **13. Local Counsel Engagements.**

The Firm is often asked to serve as part of a team in national litigation where the client has hired another law firm to be its primary counsel or national coordinating counsel. Rule 11 of the Federal Rules of Civil Procedure and the Rules of Professional Conduct and various local rules have placed upon a law firm which serves as local counsel a continuing responsibility to conduct a reasonable inquiry to ensure that litigation is not frivolous or unreasonable and that the pleadings are well-grounded in fact and warranted by existing law or by a good faith argument for the extension, modification or reversal of existing law. Carlton Fields accordingly reserves the right to undertake activities or investigation deemed appropriate to comply with those responsibilities. All pleadings and other documents prepared by lead counsel for Carlton



Fields to sign or file should be furnished with sufficient detail and allowance of time for this review.

#### **14. Corporate Transparency Act.**

To the extent that the Corporate Transparency Act, Pub. L. No. PL 116-283, tit. LXIV, § 6401, 116 Stat. 1217 (2021), as may be amended, as well as all regulations that may be promulgated thereunder (“CTA”), applies to you as a reporting company, you may have the obligation to file a report with the U.S. Treasury Department’s Financial Crimes Enforcement Network (“FinCen”). The report requires the following information: (a) full legal name, (b) date of birth, (c) current, as of the date on which the report is delivered, residential or business street address, and (d) the unique identifying number from an acceptable identification document or a FinCEN identifier issued in accordance with the CTA for each beneficial owner or applicant. If our firm’s representation includes advising you on the FinCen reporting requirements, our firm will assist you in preparing the applicable FinCen forms and counsel you on the filing requirements. If our firm’s representation includes preparing company formation documents, our firm will assist you in drafting your formation documents; provided, however, our firm will refrain from executing or filing your formation documents. **It is our firm’s policy that you or your representative(s) sign the formation documents and either file them with the relevant governmental entity or direct a filing agency to file them on your behalf.**

#### **15. California Consumer Privacy Act Disclosure.**

To the extent that the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018), as may be amended, as well as all regulations that may be promulgated thereunder (“CCPA”), applies to our Firm’s representation of you in this matter, the Firm is acting as a Service Provider as defined in the CCPA. In that regard, pursuant to this engagement letter, the Firm is performing legal services on behalf of you and may, in the course of this representation, process consumers’ personal information on your behalf. The Firm will not retain, use, sell, or disclose that personal information, as those terms may be defined in the CCPA, for any purpose other than to perform its legal services in this matter or as otherwise permitted by the CCPA.

#### **16. Services Available Besides Legal Services.**

There are some services available at Carlton Fields other than legal services, some offered by Carlton Fields, and some offered by Carlton Fields subsidiary entities.

##### **A. Lobbying Services.**

Carlton Fields represents clients before legislative and executive government agencies in State, Federal, and local matters. Those services are performed not only by lawyers registered with such bodies as lobbyists, but by our Government Consultants with backgrounds with various agencies and in relevant technical fields. The distinctions will be explained in an Engagement Letter for Lobbying Services, but among them is that communications may not be privileged, as the attorney-client privilege applies only to communications between lawyer and client regarding legal advice. In all other respects, our lobbyists comply with the confidentiality and other Rules of Professional Conduct.

##### **B. Digital Document Hosting and Other Technology Services.**

These are described in a separate enclosure.



**C. Carlton Fields Consultancies.**

The Firm has established certain subsidiary entities that offer expert services (other than legal services) in certain fields. Those services are available only under separate written agreements with one of those consultancies.



## **BASIS OF CHARGES FOR ANCILLARY SERVICES**

July 1, 2022

### COMPUTER RESEARCH

(Includes Westlaw, Lexis and All Other  
On-Line Computer Searches)

Standard Lexis, Westlaw rates  
without markup

### LITIGATION SUPPORT

Please refer to the attached Practice  
Technology Cost sheet

### SECRETARIAL/WORD PROCESSING OVERTIME

\$ 40 per Hour

### POSTAGE

Actual Cost

### FEDERAL EXPRESS/UPS

Actual Cost

### MILEAGE REIMBURSEMENT

62.5 cents per mile

(Will change as the IRS changes the  
amount of the allowable mileage  
reimbursement)

### FAX TRANSMISSIONS

\$ .20 per page for outgoing faxes plus the  
cost of any long distance phone call

### TELEPHONE CHARGES

Clients are billed for the actual cost of  
long distance calls. Cellular phone calls  
are billed at \$ .20 per minute.

### REPROGRAPHIC SERVICES

Clients will be charged \$ .20 per copy for  
routine reproduction services and \$.50  
per copy for color reproduction services.

### OUT-OF-POCKET COSTS

Clients are requested to provide a cost  
retainer to cover estimated out-of-pocket  
costs which may be incurred by the Firm  
during the representation.



Carlton Fields uses Relativity as our e-discovery document review platform. Relativity is the market leader in this space, which confers the advantage of being a familiar tool to the widest array of document reviewers among law firms, corporate clients, and contract document reviewers. However, we distinguish ourselves from third-party Relativity vendors in several ways:



### A simplified, intuitive pricing model

Carlton Fields employs a very simple pricing model, which gives our clients access to their data in Relativity at one of the most competitive rates on the market. Our pricing structure is very predictable, and is designed to eliminate surprise charges and encourage the use of time-saving tools like advanced analytics.



### Unlimited use of analytics

We want you to make the best and most efficient decisions when considering the handling of your matter. This includes leveraging time-saving features such as email threading, Technology Assisted Review, Continuous Active Learning, and more. We provide these tools at no additional cost, so that you can take advantage of the latest advances in e-discovery without worrying about whether or not the time savings justifies the expense.



### A secure environment for your data

Carlton Fields recognizes how important safeguarding your data is to your continued success as a business. We offer an ISO 27001 certified environment in every Carlton Fields office in an effort to protect your data. Additionally, we typically handle the entirety of our e-discovery efforts within our own environment, so your data stays with Carlton Fields rather than being shared with multiple e-discovery vendors. This significantly reduces the possibility of any data-related security incidents.



### A surprise-free experience

Surprises in the e-discovery arena are generally unwelcome, especially when it comes to the bill. In an effort to make bills more predictable, we have eliminated charges for many services that are typically imposed by other vendors. This includes items like Optical Character Recognition (OCR), production branding, Early Case Assessment (ECA) data culling, and Tagged Image File Format (TIFF) conversion.



### Access for those outside the firm

Relativity can be easily accessed from any device that has internet access. This allows us to extend access to clients, experts, co-counsel, and opposing counsel as needed. Security can be configured to give each party its own secure work environment upon request, which can be particularly helpful when dealing with multiple co-defense firms. This eliminates the need for each party to establish its own review databases in separate environments, thus reducing the overall cost.



### We do the rest, too!

In addition to the above items which distinguish us from third-party vendors, it's important to note that we provide all of the standard services as well, including consulting on best practices, providing user support, search construction, running productions, and more.

SERVICE	PRICING
Monthly Data Hosting	\$5/GB
Pre-Processing (Culling)	No charge
Data Processing	\$40/GB
User Licenses	\$180/month for non-Carlton Fields users
Project Management	\$280/hour
Social Media and Website Captures	\$250/profile or page



## **AGREEMENT FOR SPECIAL COUNSEL ATTORNEY SERVICES**

This Agreement for City Attorney Services ("Agreement") between the City of Tarpon Springs, Florida, a municipal corporation with its principal place of business located at 324 E. Pine St., Tarpon Springs, FL 34689 ("City") and Carlton Fields, P.A., a Florida corporation, located at 4221 W. Boy Scout Blvd., Ste. 1000, Tampa, FL 33607 ("CARLTON FIELDS, P.A.") or the ("Firm"), for the provision of attorney services is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 ("Effective Date").

**WHEREAS**, the City issued a request for Attorney services on October 25, 2022; and

WHEREAS, the CITY desires to engage the FIRM to perform certain LEGAL services pertinent to such work as requested in RFQ/RFP No. 230041-P-JL, which is attached as Exhibit B, DATED November 15, 2022, and made a part hereof by reference, and in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such LEGAL services as described in the Scope of Services, which is attached as Exhibit A and made a part hereof by reference, and in accordance with this Agreement; AND

**WHEREAS**, the City Board of Commissioners, after considering the proposal response to the request for Special Counsel Attorney services and the qualifications and proposed services therein, awarded this contract to Carlton Fields, P.A. at its duly held public meeting on December 12, 2022; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Special Counsel Attorney Services.** Carlton Fields, P.A. shall provide all city attorney services pursuant to the City Charter and applicable ordinances and as described and on the terms set forth in this Amended Agreement. Specifically, Adam P. Schwartz of Carlton Fields, P.A. shall primarily provide the "Special Counsel Attorney Services" described below.

As part of Carlton Fields P.A.'s representation, they will perform an investigation to ascertain if there has been any wrongdoing or conflict of interest with regard to the Morgan Group and the related Anclothe apartment project. As part of this investigation, they will interview witnesses (all interviews will be conducted by at least two Firm members), take testimony, gather and review documentary evidence, conduct legal research, and provide reports and recommendations to the City regarding the findings. After an initial meeting with the City, Carlton Fields, P.A., if necessary, we will draft a scope of services document, which will further specifically describe their Special Counsel services.



**2. Rates.** For Carlton Fields, P.A.'s services for representation, the City will pay each timekeeper's hourly fee as noted below. Carlton Fields, P.A.'s fees will be capped at \$160,000, exclusive of costs/expenses. The rate will not change throughout the period of the term, defined below.

Adam Schwartz:	\$700/hour
Ken Tinkler:	\$600/hour
Erin Hoyle:	\$460/hour
Julian Velez	\$370/hour
Paralegal:	\$315/hour

**3. Expenses.** The rates and fees set forth above do not include out-of-pocket expenses, such as fees for postage, copies, court reporter fees, title search fees or other third party expenses. Legal Research is only charged if necessary to reimburse for costs incurred outside of Carlton Fields, P.A.'s Legal Research plan and if previously approved by the City. Carlton Fields, P.A. will comply with the City's travel policy, as may be amended from time to time, which currently provides for no travel time/mileage to be incurred while counsel is traveling to/from Tarpon Springs. With regard to travel to other locations, mileage is to be reimbursed at the current, IRS reimbursement rate with attorneys billing their travel time.

**4. Payment.** Carlton Fields, P.A. will invoice the City monthly for services incurred for the prior month. Carlton Fields, P.A.'s statements contain a summary of each matter for which legal services have been rendered. All undisputed billing changes are due and payable in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 et seq. Any dispute regarding payment will be promptly addressed and a resolution attempted in accordance with a dispute resolution procedure established pursuant to the Florida Local Government Prompt Payment Act. Any payments made on past due statements are applied first to the oldest outstanding statement.

**5. Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of up to two (2) years, and may be renewed as provided in this paragraph (the Contract Term). This Agreement may be extended for an additional one (1) year period unless written notice of termination is provided prior to the expiration of the Contract Term. However, in no event may this Agreement renew beyond the maximum duration set forth in the then-current Procurement Policy established by the City Commission without the City complying with any and all requirements of the Procurement Policy. All rates will be held firm throughout the period of the Contract Term. This Agreement is terminable at will by either party. However, the termination of this Agreement will not terminate the City's obligation to pay fees and expenses incurred prior to the termination.

**5. Insurance.** Carlton Fields, P.A. warrants that it is insured by Attorneys Liability Assurance Society, Ltd. and acknowledge that we are responsible for any damages proximately caused by our fault, but we cannot promise to be responsible for baseless



claims. Moreover, although we are heavily insured against any claim for damages caused by our fault, we are not insured for contractual promises that go beyond such claims. And, unlike most providers of services, lawyers are not the guarantors of results of their work. A lawyer is obligated to give their best professional judgment and advice, often in circumstances that are not clear, and is liable for negligence, but not results. And, unlike a contractor who can insure against defective work, Lawyer's Professional Liability Policies insure only against damages legally caused by attorney fault.

**6. Hold Harmless.** We cannot agree to the hold harmless provision. Of course, we acknowledge that we are responsible for any damages proximately caused by our fault, but we cannot promise to be responsible for baseless claims. Moreover, although we are heavily insured against any claim for damages caused by our fault, we are not insured for contractual promises that go beyond such claims. And, unlike most providers of services, lawyers are not the guarantors of results of their work. A lawyer is obligated to give their best professional judgment and advice, often in circumstances that are not clear, and is liable for negligence, but not results. And, unlike a contractor who can insure against defective work, Lawyer's Professional Liability Policies insure only against damages legally caused by attorney fault.

#### **7. Public Records Law**

The Firm shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Firm shall:

(a) Keep and maintain public records required by the City to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Firm or keep and maintain public records required by the City to perform the service. If the Firm transfers all public records to the City upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's



custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Firm fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Firm fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK  
410 NORTH RING AVENUE  
TARPON SPRINGS, FL 34689  
727-942-5614  
[CITYCLERK@CTSFL.US](mailto:CITYCLERK@CTSFL.US)**

8. **Amendment.** This Agreement may not be amended or modified except in writing, executed by the Parties.

9. **Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.

10. **Choice of Law and Venue.** This Amendment and the Agreement shall be construed by and controlled under the laws of the State of Florida. The parties to this Amendment submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County, Florida.

11. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

12. Except as amended by this First Amendment, all other terms of the Agreement shall continue in full force and effect, and the Parties hereby ratify and confirm the Agreement as amended herein.



13. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, this First Amendment shall control.

**IN WITNESS WHEREOF**, the Parties, by their authorized signatures below, have executed this Agreement.

**Carlton Fields, P.A.**  
Name of Firm/Attorney

**City of Tarpon Springs**

By: /s/ Adam P. Schwartz

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

Adam P. Schwartz  
Shareholder

Mark G. LeCouris,  
City Manager





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING DEPARTMENT**

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**MEMORANDUM**

**To:** Planning and Zoning Board

**From:** Renea Vincent, Planning Director

**Date:** January 4, 2023

**Subject:** **Amendment to Article XVII – Public Art Program**  
**Appl. #22-113; Ordinance #2023-01**

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**Background:**

Article XVII of Appendix A, Land Development Code provides for the City's Public Art program. The Public Art Committee has been working with staff to update the ordinance. The Committee held an ordinance workshop on June 29, 2022 and followed up with discussion and edits at their regular meetings of July 13, 2022, September 14, 2022 and October 12, 2022. The draft ordinance was reviewed by the City's Technical Review Committee on November 17, 2022.

**Staff Recommendation:**

This draft ordinance is presented for review and action by the Board of Commissioners.

**Planning and Zoning Board Recommendation:**

The Planning and Zoning Board heard this ordinance at their regular meeting of December 19, 2022 with a full board present. The Board unanimously recommended approval of the ordinance with the following recommended revisions:

- That any landscape art has a requirement for maintenance of the art to run with the land through a covenant for maintenance filed in the public record, and,
- That ownership of the artwork be looked at by a copyright or patent attorney to determine the proper language to be included.

Joan Jennings, Public Art Committee Chair, was present at the Planning and Zoning Board meeting and assisted staff in answering their questions regarding the draft ordinance. At that meeting, the Planning and Zoning Board's Attorney recommended two formatting changes regarding severability and inclusion in the code of ordinances. These changes have been included and the ordinance will be corrected prior to second reading.

**Ordinance Highlights:**

The ordinance includes:

- Correction of outdated references, terms and procedures.
- Updates to Public Art Committee's standards and procedures including definitions (Sec. 288.00), public art committee ad hoc member (Sec. 289.00), project juries (Sec. 291.00), committee procedures and removal of members (Sec. 292.00 and Sec. 293.00), artist selection methods (Sec. 294.00), public art fund (Sec. 301.00) and ownership of artwork (Sec. 302.00).
- Section 290.00, Powers and Duties of the Committee, is updated to expand the scope of the Public Art Committee's annual reporting, plan and budget requests to the Board of





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING DEPARTMENT**

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Commissioners (Sec. 290.00(A)(12)). The purpose of this revision is to facilitate Public Art Committee budget requests with the City's annual budget review process.

- Section 295.00, Artist Selection Criteria, criteria for "maximum visual accessibility" is revised to exclude locations with highway speed zones over 35 miles per hour (Sec. 295.00(B)).
- Section 296.00, Art Design Standards for Development and Redevelopment" is revised to expand the Public Art Committee's review criteria for developer-proposed art to include both the artwork and the artwork location, and provides standards for on-site and off-site location (Section 296.00(B)(1)).
- Section 296.00, Art Design Standards for Development and Redevelopment, is revised to increase the in-lieu developer contribution from three quarters of one percent (0.75%) to one percent (1%) (Sec. 296.00(B)(2)).



## **ORDINANCE 2023-01**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE XVII PUBLIC ART PROGRAM BY REVISING THE DEFINITIONS, AMENDING THE PUBLIC ART COMMITTEE MEMBERSHIP, REVISING THE POWERS AND DUTIES OF THE PUBLIC ART COMMITTEE, REVISING THE PROVISIONS FOR PUBLIC ART JURIES, REVISING THE PUBLIC ART COMMITTEE PROCEDURES, REVISING MEMBER REMOVAL, REVISING THE ARTIST SELECTION METHODS AND CRITERIA, REVISING THE BOND PROVISIONS OF THE PUBLIC ART FUND, AND REVISING OWNERSHIP OF WORKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, Article XVII of the Comprehensive Zoning and Land Development Code of the City of Tarpon Springs provides for the City's public art program; and

**WHEREAS**, The Board of Commissioners desires to revise and update the standards and procedures for the public art program covered under Article XVII; and

**WHEREAS**, this Ordinance was reviewed by the Planning and Zoning Board for the City of Tarpon Springs on December 19, 2022, as required by law, and has recommended approval of same; and

**WHEREAS**, the Planning and Zoning Board and the Board of Commissioners has determined that the proposed amendments are in conformance with the City's Comprehensive Plan; and

**WHEREAS**, both the Planning and Zoning Board and the Board of Commissioners of the City of Tarpon Springs has determined that amendments to Article XVII of Appendix A, the Comprehensive Zoning and Land Development Code, are in the best interests of citizens to preserve, protect and expand the City's public art program.

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

**SECTION 1.** Article XVII of Appendix A, the Comprehensive Zoning and Land Development Code of the City of Tarpon Springs, is hereby amended to read as follows:



## **ARTICLE XVII. PUBLIC ART PROGRAM**

### **§ 287.00 PURPOSE AND INTENT.**

- (A) This Article shall be known and cited as the "Public Art Program."
- (B) It is the intent and purpose of this Article to further the commitment of the City of Tarpon Springs to the aesthetic enrichment of the community through the creation of works of art. The requirements of this Article shall be construed to promote the aesthetic values of the entire community and to encourage the preservation and protection of works of art. The Public Art requirements found in this Article are development standards based on the aesthetic needs of the community and are not intended to be either an impact fee or a tax.

(Ord. 2007-23, passed 7-17-07)

### **§ 288.00 DEFINITIONS.**

- (A) Definitions. For the purposes of this section, the following words and phrases shall have the following meanings:
  - (1) *Affordable Housing* means housing as defined in Section 71.01 of the City's Land Development Code by the Department of Housing and Urban Development and/or the Florida Housing Finance Corporation.
  - (2) *Aggregate Job Value* means the total of all construction costs associated with a particular site plan project regardless of the number of permits associated with the project, or whether it is a phased project. Construction costs include all labor, structural materials, plumbing, electrical, mechanical, infrastructure, and site work.
  - (3) *Artist or Professional Artist* means a practitioner in the visual arts, generally recognized by critics and peers as an Artist of serious intent and ability. Indications of a person's status as an Artist include, but are not limited to, income realized through the commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.
  - (4) *Art, Artwork or Works of Art* means tangible creations by Artists exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as Artist-designed seating and pavers, architectural elements designed by an Artist, and Artist-designed landforms or landscape elements, special landscape treatments. The following shall not be considered artwork or works of art for purposes of this chapter:
    - (a) Reproductions (excepting artist limited editions of sculptures) or unlimited copies of original artwork.
    - (b) Art objects which are mass produced and/or commercially sold.
    - (c) Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an Artist as an integral aspect of a structure or site.



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- (5) *Building* means any structure that encloses space and is used or built for the shelter or enclosure of persons, businesses, chattel or property.
- (6) *Development* means any development or redevelopment that involves a proposed material change in the use or character of the land, including, but not limited to, land clearing associated with new construction, the placement of any structure or site improvement on the land, or expansion of existing buildings.~~construction or redevelopment of any private or public building within the limits of the City.~~
- (7) *Eligible City Capital Improvement Projects* means projects included in the approved Tarpon Springs' Capital Improvement Program for any new facility construction or renovation projects equal to or greater than \$1,000,000.00 including, but not limited to, buildings, greenways, ~~roads~~, parking facilities, bridges or other above-ground projects. Specifically excluded from this definition are street resurfacing, major drainage, wastewater, below-grade utilities, annual repair and replacement projects and any other project where the funding source is restricted from being used for the purchase of Public Art.
- (8) *Local Artist/Art Associations*: Artists or art associations based within the limits of the City of Tarpon Springs.
- (9) *Public Art Committee* means the entity appointed by the Board of Commissioners to administer the Public Art Program.
- (10) *Public Art Fund* means a separate, interest-bearing account set up by the City to receive monies for the Public Art Program.
- (11) *Publicly Accessible* means locations that are open to the general public and artwork that is visible to the general public during normal business hours.
- ~~(12) *Remodeling or Converting* means changes to the facade of a building, changes to the interior of a building, increases or decreases in the floor area of a building and changes to exterior improvements.~~
- ~~(123)~~ *Renovation Projects* means those projects requiring a City building permit where fifty percent (50%) or more of the building footprint is being modified, rebuilt or improved by construction.
- ~~(134)~~ *Single-Family Residential Lot* means a lot in single ownership designed for not more than one (1) family, and is not a part of a series of vacant lots or parcels sharing continuous street frontage under unified ownership.
- (145) *Special Landscape Treatment* means the highest application of skill and aesthetic principles to creating unique planted or designated areas, which may include earthworks, gardens, paving and water features, not normally associated with public facility landscaping.
- (15) *Streetscape* means City passageways including streets, boulevards and alleyways. They encompass public spaces such as roadways and sidewalks, semi-private spaces such as residential front yards and commercial terraces, and include the street trees, flower boxes and planters that enhance these spaces.
- (16) *Subcommittee* means a subset of the main committee members organized for a specific purpose. Any subcommittee shall act only in an advisory capacity to the main committee. Any subcommittee shall comply with any applicable Sunshine and other open meeting laws.
- (17) *Total Construction Budget* means the final approved budget amount for all eligible City capital improvement projects as submitted and approved by the Board of Commissioners in the City's annual capital improvement program budget.

(Ord. 2007-23, passed 7-17-07; ; Am. Ord. 2016-13, passed 1-24-17)



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## § 289.00 PUBLIC ART COMMITTEE.

- (A) There is hereby created and established a committee to be known as the Public Art Committee.
- (B) The Public Art Committee shall consist of five (5) members, plus two (2) alternate members. The alternate members may substitute for any member of the Committee who is unable to be present at a scheduled Committee meeting. If both alternates are present at a meeting and only one (1) is needed, the member with seniority shall vote. If both have equal seniority the voting member shall be selected by drawing names out of an opaque receptacle. In addition, the Committee is encouraged to have as one (1) additional ad hoc non-voting member, a ~~of its members a high school or college student who would sit as an observer of the Public Art Committee. If under the age of eighteen (18), a high school or college student would sit as an ex officio member of the Public Art Committee.~~ Membership of the Public Art Committee shall include a mixture of the following types of individuals:
- (1) Design Professionals;
  - (2) Visual Artists;
  - (3) Private citizens knowledgeable in the field of Public Art, education, or community affairs; and
  - (4) A ~~high school or college~~ student who ~~, if under the age of eighteen (18),~~ shall be an ex officio member.
- (C) All members shall reside in the City. Appointments for voting members shall be made for three (3) years. A member may be reappointed upon approval of the Board of Commissioners.
- (D) Selection of the Committee members shall reflect the ethnic, artistic, economic, and demographic diversity of the community. All Committee members shall possess an awareness of contemporary art as well as other traditional art forms.
- (E) City staff shall attend Public Art Committee meetings whenever possible and shall serve as advisor(s) to the Committee without a vote.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2008-30, passed 1-27-09; Am. Ord. 2016-13, passed 1-24-17)

## § 290.00 POWERS AND DUTIES OF THE COMMITTEE.

- (A) The Public Art Committee shall have the following powers and duties:
- (1) Adoption of Public Art Program Guidelines and amendments thereto;
  - (2) After consensus from the Board of Commissioners as to the desirable locations for Public Art, adoption of a Public Art Master Plan identifying locations for potential public artworks and establishing a priority order;
  - (3) Adoption of an annual budget that shall be approved as an item on a consent agenda by the Board of Commissioners. The initial budget for the Public Art Committee shall be taken from the Cultural and Civic Services Department budget and shall be approved by the City Manager or designee;
  - (4) Authorize expenditures of \$15,000.00 or less in furtherance of the Public Art Program;
  - (5) To recommend other expenditures of the Public Art Fund to the Board of Commissioners over \$15,000.00;
  - (6) To exercise their authority to approve, approve with conditions or disapprove proposed installation of artwork based on Public Art Program Guidelines;
  - (7) To follow the approved Public Art Program Guidelines;
  - (8) To appoint a Jury ~~or selection panel~~ for specific Public Art projects;
  - (9) To adopt procedures for the functioning of any appointed Jury;



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- (10) To issue written instructions to jurors detailing the Jury's duties and responsibilities relating to a particular project;
  - (11) To pursue matching funds from private and public sources; and
  - (12) To submit a One Year Plan and Budget Request to the Board of Commissioners by the end of April of each fiscal year outlining and explaining the previous year's expenditures and setting forth a description of the major projects undertaken during the year and the progress towards completion for those projects. Additionally, the Budget Request will identify the previous year's revenues, expenditures and the Public Art Fund balance to date, the requested projects and expenses for the upcoming fiscal year, and any resulting Public Art Fund budget shortfall to be met by the City in the Budget Request. The Board of Commissioners shall be the final approver of the Budget Request and the City Manager will prepare the final budget.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

### **§ 291.00 PUBLIC ART PROJECT JURIES.**

- (A) The Public Art Committee may appoint three (3), ~~or five (5)~~, or seven (7) Jury members for each Public Art project. The members should strive to appoint a variety of persons as jurors. Appointed jurors may not submit proposals or be associated with any Artist team submitting a proposal for the project being juried.
- (B) The Jury members may include the following:
  - (1) The architect (in the case of a building) or site designer (in the case of a project that does not include a building) of the project.
  - (2) A working visual Artist.
  - (3) An arts facility/organization administrator.
  - (4) A representative of the neighborhood where the project is to be located.
  - (5) A member at large.
  - (6) A member of the Heritage Historic Preservation Board if the project is within the Historic Preservation District; or a member of the Board of the Tarpon Springs Area Historical Society if the project has historical reference or significance.
- (C) The Jury shall make recommendations to the Committee of specific Artists and art projects and shall be bound by the same rules of procedure as the Committee, except that a quorum shall be the majority; either two (2), ~~or three (3)~~, or four (4) jurors depending on whether the Jury is made up of three (3), ~~or five (5)~~, or seven (7) -jurors, respectively.
- (D) The Public Art Committee shall adopt procedures for the functioning of the Jury.
- (E) The Public Art Committee shall have the option of constituting itself as the Jury. If the Jury is so constituted additional members may be added at the Committee's discretion, with the total number of members being an odd number and the majority number constituting a quorum.
- (F) Each Jury shall be comprised of either three (3), ~~or five (5)~~, or seven (7) jurors depending upon the size and complexity of the individual project.
- (G) The Public Art Committee shall issue written instructions to jurors detailing the Jury's duties and responsibilities relating to the project prior to the first meeting of the Jury. These instructions shall outline the method by which the Jury is to make its selection as well as the technical and aesthetic criteria on which that selection is to be based. The Jury shall adhere to these written instructions and criteria in making its recommendation.



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- (H) The Cultural and Civic Services Director or designee, in consultation with the Public Art Committee, shall determine the overall budget for the selection of an Artist and the commission of a work of art prior to the first meeting of the Jury. This budget shall be based on the scope of the project and the proposed method of selection. Expenses related to the selection of an Artist will be kept to a necessary minimum as required by each project. The Jury shall adhere to this budget, except in the instance where it is proven to be inappropriate, at which time the initial budget may be altered to accommodate the new conditions subject to the approval of the City Manager or designee.
- ~~(I) Each juror shall have one (1) vote. If a consensus cannot be reached by the Jury within a reasonable amount of time, as determined by the Public Art Committee and the City Manager or designee, then a vote shall be taken with the majority carrying the decision.~~
- ~~(J)~~ The Jury shall have the option of making no recommendation if there is no proposal judged to be of sufficient merit. In such instances the matter shall be referred back to the Public Art Committee for resolution, which may include a new selection process or the abandonment of the project.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2008-30, passed 1-27-09; Am. Ord. 2016-13, passed 1-24-17)

## **§ 292.00 COMMITTEE PROCEDURES.**

- (A) Chairman. The members shall elect a chairman and vice-chairman from among its members each January.
- (B) Quorum. The presence of three (3) or more members shall constitute a quorum.
- (C) Meetings. If any member fails to attend ~~two (2) of three (3) successive~~ meetings within a calendar year without cause, and without prior approval of the chairman, the Committee may petition the Board of Commissioners to declare the member's office vacant, and the Board of Commissioners shall promptly fill that vacancy.
- (D) Conflict of Interest. If any member of the Public Art Committee shall find that his or her private or personal interests are involved in the matter coming before the Committee, he or she shall disqualify himself or herself from all participation in that matter. No member of the Public Art Committee shall have his or her work of art considered or approved by the Committee during their term of service on the Committee or for one (1) year thereafter.
- (E) The Committee shall elect its own officers and establish by-laws and rules for governing the conduct of meetings, and specifically:
- (1) The officials of the Committee shall be a chairman and a vice-chairman who have been elected by the Committee. The only limitation on the number of terms of office to which these officials may be elected is the limitation of the number of terms each member of the Committee may serve.
  - (2) The chairman of the Committee may call meetings of the Committee. The meeting date, place, and time must be able to be accommodated by the City as determined by the City Manager.
  - (3) The Committee shall convene monthly when there is business to discuss but no less frequently than once every quarter. The Committee may meet more often should the demand necessitate.
  - (4) The Committee may, at any meeting, set a future meeting date.
  - (5) Minutes shall be kept by a City staff member of all meetings.
  - (6) The City shall furnish administrative support, staff members, and office space as required for the purpose of assisting in the implementation of recommendations and advice of the Committee including providing a staff member with an appropriate art background for purposes of researching and helping the Committee draft and finalize the Public Art Master Plan, Public Art Program Guidelines, One Year Plan and Budget Request, and any other necessary documents, or grant proposals.



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- (7) Any policy decision requiring approval by the Committee shall be by motion and approved by a majority of those members present and voting.
- (F) Legal counsel. The City Attorney's office shall provide legal counsel as may be reasonably required by the Committee for the performance of its functions.
- (G) All Committee meetings, communications, and actions shall be consistent with applicable Sunshine and other open meeting laws and conducted using Robert's Rules of Order.
- (Ord. 2007-23, passed 7-17-07; Am. Ord. 2008-30, passed 1-27-09; Am. Ord. 2016-13, passed 1-24-17)

## **§ 293.00 REMOVAL OF MEMBERS.**

The Board of Commissioners shall have the power to remove any members of the Public Art Committee without cause for any reason. The Chairman shall, upon committee declaration pursuant to Section 292.00(Ce), petition the Board of Commissioners to remove a member for excessive absences from scheduled meetings and workshops

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

## **§ 294.00 ARTIST SELECTION METHODS.**

- (A) The Public Art Committee, with input from the Cultural and Civic Services Director or designee, shall determine the method of Artist selection to be used for each project. The method of Artist selection employed, and the determination as to how that method is to be implemented, will depend upon the Public Art Committee's overall approach to each project and its commitment to fulfilling all aspects of the stated intent of the City's Public Art Program.
- (B) The Public Art Committee ~~shall~~ may establish, and the Cultural and Civic Services Director or designee ~~shall~~ may maintain, a digital and/or open slide registry for ~~any~~ all Artists interested in being considered for commissions through the City's Public Art Program. In establishing and maintaining an Artists Registry the Committee may partner with the Pinellas County Arts Council or the Florida Council on Arts and Culture. ~~Pinellas Arts Council or the State of Florida Arts Council.~~ Local Artists and Art Associations will receive preference in being considered for commissions through the City's Public Art Program.
- (C) The Public Art Committee shall maintain the following guidelines regarding the methods of Artist/artwork selection which may be employed for a particular project ~~(Local Artists and Art Associations will receive preference in being considered for selection through the City's Public Art Program:~~
- (1) Open Entry Competition. Any Artist is eligible to enter with recognition of the possible residency requirements. The site and prospectus are appropriately advertised. Artists may be asked to submit digital images, photographs, or slides of their past work, residency or location of operations information. resumes and letters of intent related to the specific project or specific proposals for the project under review.
  - (2) Limited Entry Competition. The Public Art Committee or its Subcommittee invites a limited number of Artists to participate in the selection process. The Artists selected may be asked to submit digital images, photographs, or slides of past work or proposals based on the project prospectus. The names of the Artists invited to participate shall be publicly announced upon receipt of written acceptance of the invitation.
  - (3) Direct Selection of the Artist. An Artist is invited to participate in the project and may be asked to develop a proposal for the project. If desired, a team of several Artists may be put together.
  - (4) Direct Purchase of an Existing Artwork. A completed work of art is purchased. No more than ten percent (10%) of the cost of the work may go toward a dealer or agent.



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- (5) In the case of a limited competition and direct selection, an Artist may be asked to develop an artwork proposal for a specific City Public Art project. If asked to develop a proposal, an Artist may be paid a proposal fee on the basis of an approved fee schedule. This proposal fee is contingent upon prior authorization by the Public Art Committee and negotiated prior to the artist undertaking the work. This schedule shall be determined by the Public Art Committee and consist of a sliding schedule based on the total project commission.
- (D) The following criteria, at minimum, shall also be considered by the Public Art Committee in the selection of an Artist:
- (1) Ability of the Artist to complete the project within a specified schedule and budget;
  - (2) Exhibition and sales history of the Artist, as well as works of art in public collections and previous Public Art purchases or commissions;
  - (3) Appropriateness of their proposal to the particular project;
  - (4) In the case of the design team approach, an Artist's willingness to fully participate in a collaborative process; and
  - (5) Any other criteria set forth in the Public Art Program Guidelines as amended from time to time.
  - (6) If the artist or art association is based within the limits of the City of Tarpon Springs.
- (E) Members of the Jury and the Public Art Committee shall be excluded from consideration as an Artist on a City Public Art project. Employees of the City of Tarpon Springs may be considered as Artists eligible for selection to provide Public Art to the City as long as all applicable state and federal laws are complied with.
- (Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

## **§ 295.00 ARTIST SELECTION CRITERIA.**

The following criteria, at minimum, shall be considered by the Public Art Committee in the selection of artwork:

- (A) Appropriateness of the artwork to the site and site environmental conditions;
  - (B) Maximum visual accessibility to pedestrian or local vehicular traffic excluding highway speed zones over 35 miles per hour, and, excluding locations or roadways leading or close to such highways so as to constitute a safety hazard as set forth in the Public Art Program Guidelines;
  - (C) Quality of the artwork;
  - (D) Whether the proposed artwork encourages the preservation of ethnic cultural arts and crafts;
  - (E) Whether the proposed artwork contributes to the City's sense of identity and entails some measure of public significance;
  - (F) Due consideration shall be given to the appropriateness of the proposed design in terms of its scale, form, content and design with respect to its immediate and general, social and physical environment;
  - (G) Maintenance requirements;
  - (H) Whether the artwork too closely resembles a business logo or sign and should, therefore, be rejected; and
  - (I) Any other criteria set forth in the Public Art Program Guidelines as amended from time to time.
- (Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)



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## § 296.00

### ART DESIGN STANDARDS FOR DEVELOPMENT AND REDEVELOPMENT.

- (A) All projects and developments consisting of new construction or renovation related to commercial, industrial, mixed-use projects and developments, and residential projects and developments, with the specific exception of renovations to or development of individual single family residential lots which are hereby exempted from the requirements of this Ordinance, any of which equal or exceed an aggregate job value of \$1,000,000.00 which are submitted for building permits must allocate not less than one percent (1%) of the aggregate job value up to the sum of \$100,000.00 per project for the provision of Public Art. If renovations affect multiple structures on a project site, which may be permitted separately, the aggregate job value is based on the construction valuation of all permits for the site.
- (B) When a project is subject to the requirement of a Public Art allocation, the developer shall have two (2) options:
- (1) The developer may contract with a professional Artist to create a permanent public artwork as part of the development project. Artworks must be located in publicly accessible locations. If desired, support will be available from both City staff and the Public Art Committee to assist in the selection of an Artist. Before contracting with the Artist, the property owner will submit for approval by the Public Art Committee the Artist qualifications, the Artist's proposal, a statement of how the project satisfies the parameters of the Public Art Program and a budget reflecting that the allocation of funds required by the Program has been met. Such artwork may include amenities such as streetscapes, paving treatments, architecturally integrated water features as well as mosaics, murals, or sculpture, etc. Both the artwork and its location shall be approved by the Public Art Committee prior to contracting with an Artist. The artwork must be completed before a certificate of occupancy will be issued.
- Artwork may be located on private or public property subject to the following:
- a. Location on the same site as the development: The developer must execute a maintenance covenant that runs with the land in a form acceptable to the City, and, in the case of a subdivision association, must include maintenance of the artwork as a perpetual responsibility in the association's declarations.
- b. Location on private property other than the development site: The development must execute a maintenance covenant that runs with the land in a form acceptable to the City.
- a-c. Location on public property: An installation and maintenance agreement with the City and the developer must be approved as to its final form by the Board of Commissioners prior to execution of a contract with an Artist. The installation and maintenance agreement must be executed prior to a Certificate of Occupancy being issued for the development project.
- (2) In lieu of an on-site project, a developer may contribute ~~three-quarters of~~ one percent (~~.75~~1%) of the aggregate job value to the City's Public Art Fund. This in-lieu fee must be paid prior to approval of the final inspection of the project.
- (C) Excluded from this requirement shall be:
- (1) Projects with an aggregate job value under \$1,000,000.00.
- (2) Residential developments of new construction for affordable housing.
- (3) Eligible projects pending approval for a building permit that have submitted a complete application prior to the date of passage of this Ordinance provided that:
- (a) The application is approved within six (6) months of the date of application.



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- (b) Construction begins within six (6) months of the issuance of such approval and is diligently pursued to completion.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17; Am. Ord. 2019-26, passed 1-28-20)

### **§ 297.00 SAFETY STANDARDS.**

Before any Public Art project is installed in the City it must be approved by the City's Risk Management Department. It must also be reviewed by the Building Development Department and all applicable permits must have been issued. In addition, a City Public Art Contract must have been executed prior to installation.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

### **§ 298.00 PUBLIC ART PROGRAM GUIDELINES.**

The Public Art Committee shall prepare, with the assistance of a City staff person as provided for in Section 292.00 herein, and from time to time revise, Public Art Program Guidelines and make the same available to the public which shall provide guidance for program organization; organizational governance and staffing responsibilities; procedures for project planning; art placement criteria; donations, loans and memorials; collection management; and administration of the Public Art Fund. The Board of Commissioners may also from time to time adopt criteria by resolution for design and placement criteria and legal requirements for memorials or other Public Art. Any resolution adopted by the Board of Commissioners shall take precedence over any guidelines adopted by the Public Art Committee.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2008-30, passed 1-27-09; Am. Ord. 2016-13, passed 1-24-17)

### **§ 299.00 PUBLIC ART MASTER PLAN.**

The Public Art Committee, with the assistance of a City staff person as provided for in Section 292.00 herein, shall prepare, with input from the Board of Commissioners, and from time to time revise, a Public Art Master Plan that identifies locations for public artworks and establishes a priority order.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2008-30, passed 1-27-09; Am. Ord. 2016-13, passed 1-24-17)

### **§ 300.00 APPROPRIATION OF CITY CAPITAL IMPROVEMENT PROJECT (CIP) FUNDS.**

- (A) Commencing with City of Tarpon Springs Fiscal Year 2007/08, all appropriations for eligible City capital improvement projects that have an aggregate job value of \$1,000,000.00 or more shall include a City Public Art contribution of not less than one percent (1%) of the total construction budget before the addition of the Public Art cost, but not to exceed the sum of \$100,000.00 per project, subject to the City budgeting and appropriating such funds. If the funding source for the project is not legally permitted to be used for artwork or specifically prohibits the use of the monies for designed elements exposed to public view, then for the purpose of calculating the amount of the City Public Art contribution for the project only, the total construction budget shall be reduced on paper for the purposes of calculating the City's contribution to Public Art under this Ordinance only by that portion of the funding so restricted.
- (B) All appropriations for Public Art will be used solely for Public Art and design as set forth in Section 301.00 herein, or for Public Art related uses such as insurance for and maintenance of public art.
- (C) Funds appropriated from the budget for one (1) capital improvement project, but not deemed necessary or appropriate for that project, may be used for other areas in the City as prioritized by the



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Public Art Master Plan and as permitted by law and in accordance with restrictions on the original funding source.

- (D) The Board of Commissioners shall review and approve a Public Art Master Plan, and amendments thereto, to be prepared by City staff and the Public Art Committee for the expenditure of funds appropriated and fees collected for Public Art. The Public Art One Year Plan and Budget Request shall be developed by the Public Art Committee in consultation with City staff and shall be presented to the Board of Commissioners for approval during its annual budget review process.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

### **§ 301.00 PUBLIC ART FUND.**

- (A) There is hereby created a Public Art Fund administered by the Public Art Committee which shall consist of all contributions received from Public Art fees for development and redevelopment of projects as stated herein, cash grants and donations to the City for Public Art projects from governmental or private resources and all other funds allocated by the City through the budgetary process for the provision of Public Art.
- (B) The Public Art Fund shall be used solely for expenses associated with the selection, commissioning, acquisition, transportation, maintenance, public education, promotion, administration, removal and insurance of the works of art or in relation thereto. The Public Art Committee can authorize expenditures of \$15,000.00 or less in furtherance of the Public Art Program. All expenditures in excess of \$15,000.00 must have prior approval from the Board of Commissioners.
- (C) The City shall maintain a separate accounting of monies received from the operation of this Article.
- (D) Monies in the Public Art Fund shall be used for:
- (1) Commissioning, display and acquisition of Public Art including Artist design fees, Artist residency fees, purchase price, transportation, installation and site preparation related directly to the installation of the Public Art;
  - (2) General improvements to the surrounding site and location up to a maximum of fifteen percent (15%) of the artwork cost;
  - (3) Maintenance of Public Art owned by the City of Tarpon Springs including fees paid to the professional conservators and the original Artist for conservation and repair;
  - (4) Promotion and public education including brochures, on-site descriptive plaques, dedication, and Public Art tours;
  - (5) Removal of Public Art including relocation to a new site; and
  - (6) Damage and theft insurance of Public Art.
- (E) Public Art Fund expenditures shall not be spent for the following:
- (1) Fees for the project architect, engineer or any professional not contracted by the Artist or by the conservator if the project entails conservation;
  - (2) Construction costs not associated with Public Art; and
  - (3) Normal internal City staff costs.
- (F) Maintenance Reserve. Within the Public Art Fund, a separate, interest-bearing account will be created to hold reserve monies for Public Art maintenance. With each Public Art project, an amount equal to ten percent (10%) of the artwork cost will be transferred from general Public Art Fund monies to the maintenance reserve.



- 
- (G) Bond Funding of Capital Projects. All language for bonds approved by voter referendum or by the Board of Commissioners will include Public Art as a category of expenditure related to the capital improvements specified in the bond. ~~All language for voter-approved and council-approved bonds will include Public Art as a category of expenditure related to the capital improvements specified in the bond.~~

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

### **§ 302.00 OWNERSHIP OF ARTWORK.**

- (A) Ownership of all-existing works of art acquired on behalf of the City pursuant to the requirements of this Article shall be vested in the City, which shall retain title to each work of art.
- (B) All works of art acquired on behalf of the City pursuant to the requirements of this Article shall be donated and title shall be transferred pursuant to a standard Tarpon Springs Public Art Contract reviewed and approved as to form by the City Attorney.
- (C) Ownership of all-existing works of art incorporated into private construction projects shall be vested in the property owner who shall retain title to each work of art. Copyright shall be negotiated between the artist(s) and the property owner. If the property is sold, the seller shall either include restrictions in the deed that require maintenance of the artwork and prevent its removal from the property, or remove the artwork and make a contribution to the Public Art Fund in an amount equal to ~~three-quarters of~~ one percent (~~.751~~%) of the initial aggregate job value. If the title is passed to a subsequent owner and, as a result, a deed restriction exists as to the artwork, the subsequent owner shall maintain the artwork in accordance with applicable law or other established guidelines. The artwork cannot be altered, modified, relocated or removed other than as provided herein without the prior approval of the Public Art Committee.
- (D) Property owners retaining title to the subject artwork will be required to maintain the work of art in good condition in the approved location as required by law or other applicable guidelines including, but not limited to, normal code enforcement rules to ensure that proper maintenance is provided.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

### **§ 303.00 APPROVAL BY BOARD OF COMMISSIONERS.**

The Public Art Committee's or Jury's decision as to the selection, acquisition, allocation, display, placement and location of works of art shall be subject to the Tarpon Springs' Board of Commissioners' approval.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

### **§ 304.00 APPEALS.**

Any person adversely affected by an administrative decision of City staff in the application or interpretation of any of the provisions of the Tarpon Springs Public Art Ordinance may appeal the decision to the Board of Adjustment. Any person adversely affected by a decision of the Public Art Committee or a Public Art Jury with regard to the final approval of a piece of Public Art to be installed within the City may appeal the decision to the Board of Commissioners. The Board of Commissioners shall first decide whether to hear the appeal. If by a majority vote, the Board of Commissioners does decide to hear the appeal it may either uphold the decision of the Public Art Committee or Jury, or reverse the decision, or remand the decision with modifications and instructions. Any appeal provided herein shall be taken by filing written application thereof with the Planning and Zoning Department within ten (10) working days from the announcement of the decision. The application provided for herein shall recite the reasons why the appeal is being taken. No



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further appeal shall be allowed. Nothing herein shall be construed as creating any cause of action in any court of law or administrative tribunal for the rejection of artwork or under any procedure set forth herein.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2016-13, passed 1-24-17)

**(§§ 305.00 through 310.00 reserved)**

**SECTION 2.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

**SECTION 3.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.** The provisions of this Ordinance shall be included and incorporated into Appendix A, Comprehensive Zoning and Land Development Code, of the City of Tarpon Springs as provided herein, and the publisher of the Code shall make any necessary changes to the numbering of such code for such inclusion.

**SECTION 5.**~~4.~~ This Ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.



# **SPONGE CITY BREWING**

## **#22-128**

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Planning & Zoning Board Meeting – December 19, 2022

Board of Commissioners Meeting – January 10, 2023





# REQUEST

- **#22-128 – Site Plan Review – Sponge City Brewing [Resolution 2023-05]**
  - T5a (South Pinellas Ave) Transect Zone
  - Proposed 620.75 SF Covered Patio on the back of existing building.
  - Proposed addition results in a 34% expansion of the existing structure, which requires full site plan approval by BOC.
- **Location:** 501 S. Pinellas Ave.
- **Applicant/Owner:** Bill Henson / Neon Llama LLC





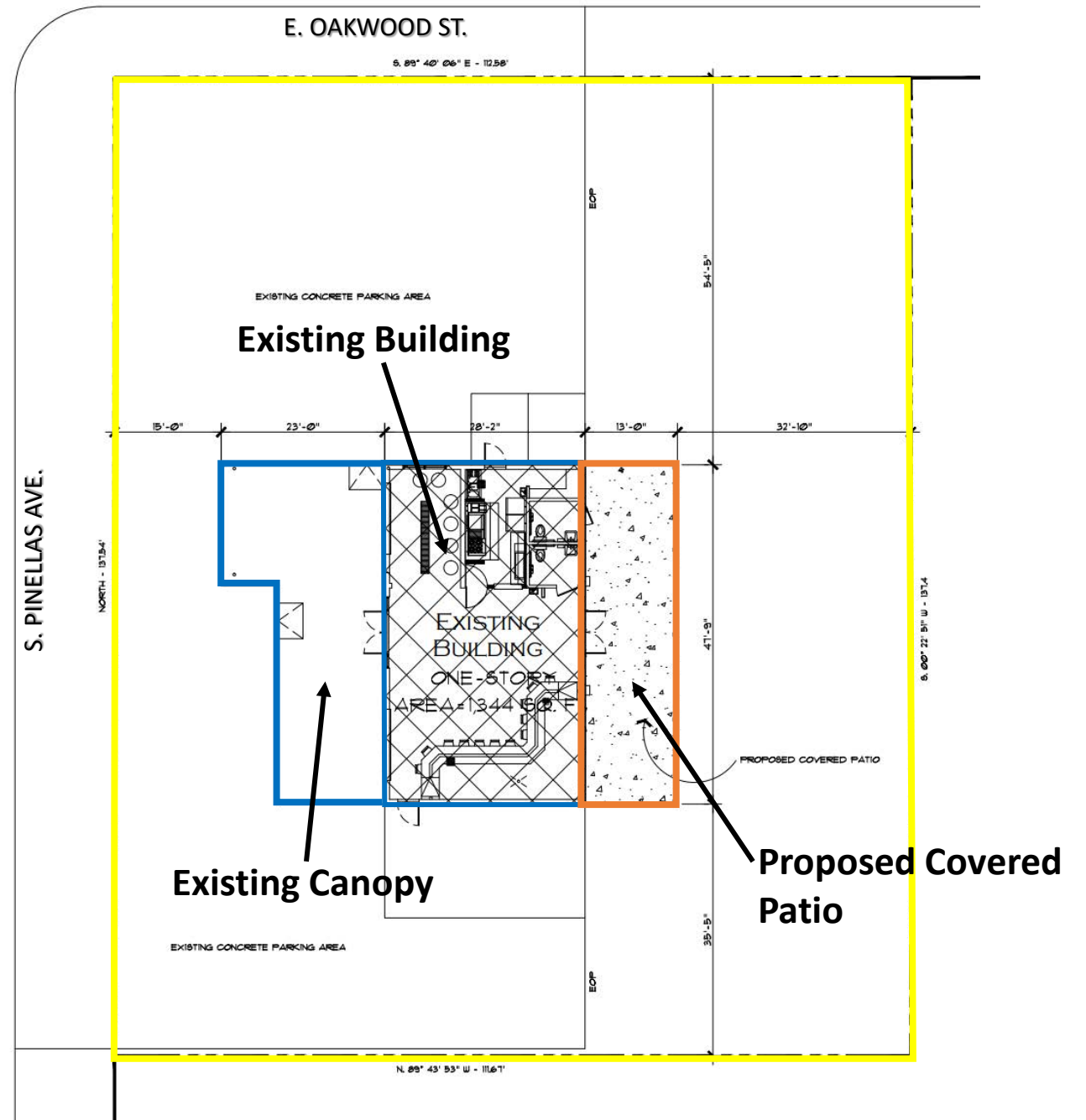
# LOCATION & CONTEXT





# SITE PLAN

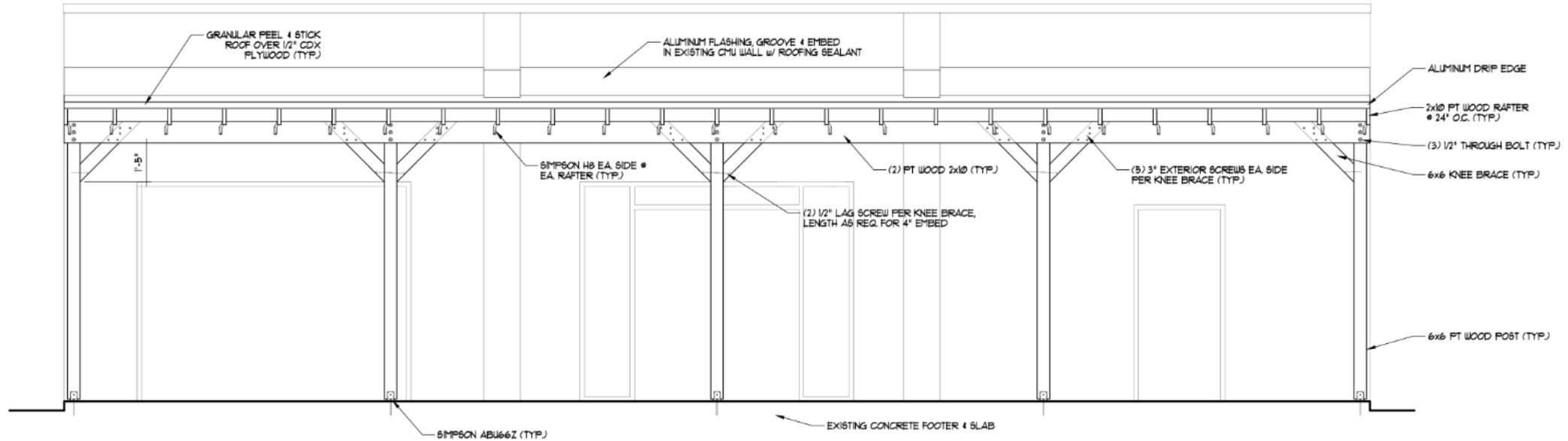
- Proposed 620.75 SF Covered Patio



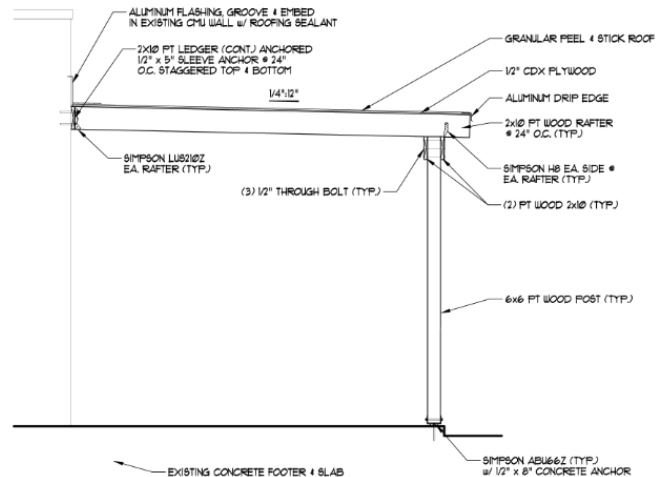


# PATIO ELEVATIONS

## Rear Elevation



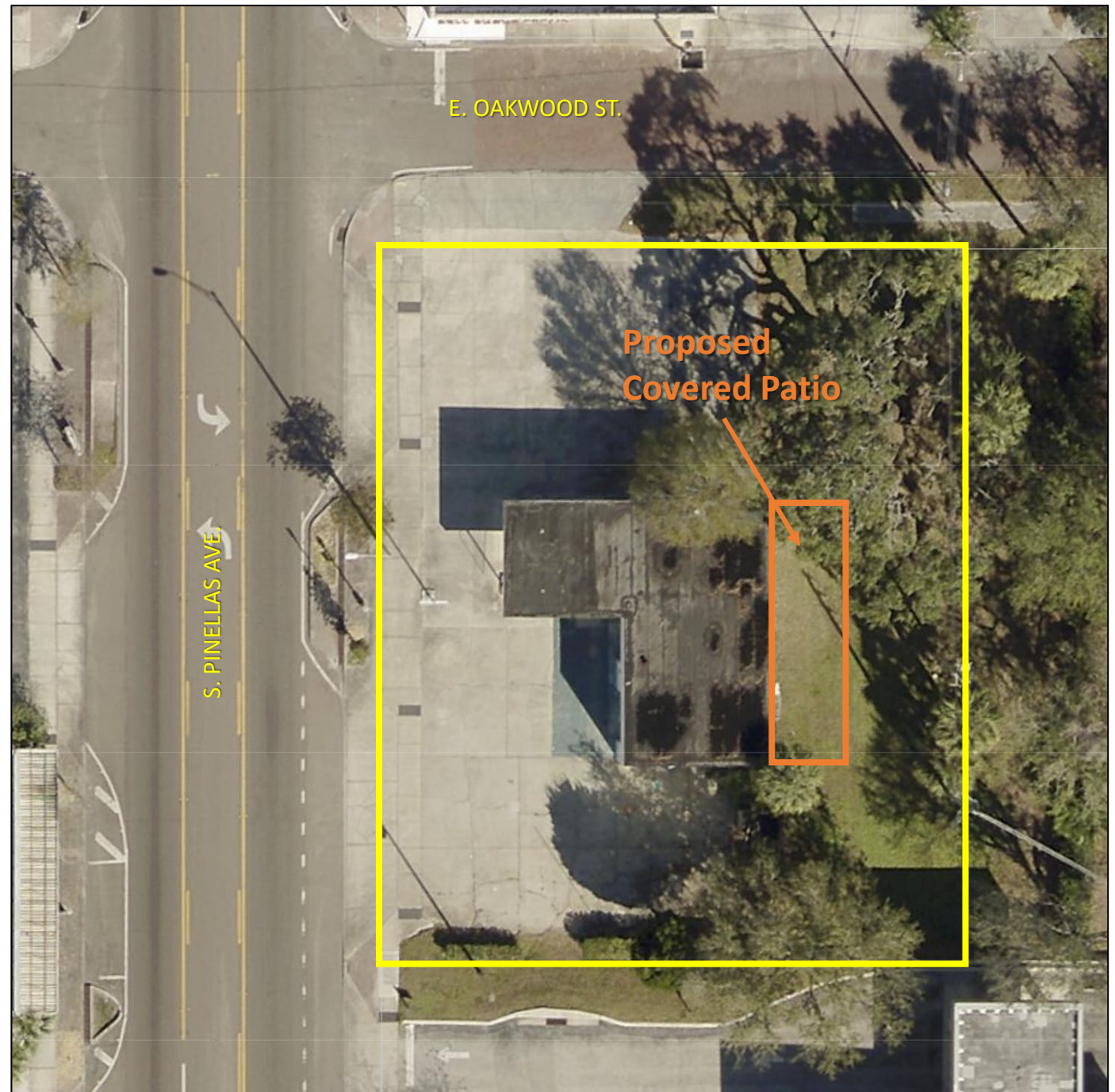
## Side Elevation





# ADAPTIVE REUSE

- Applicant is in process of renovating structure to be a brewery, allowed by right.
- Project does not result in a substantial modification, therefore nonconforming site features (parking, landscaping, stormwater, etc.) are not required to come into compliance with current code.
- Applicant indicated the parking lot will be restriped in the future and they would like to add landscaping onsite. A building permit will be required at that time.





# PRELIMINARY STAFF RECOMMENDATION

## Resolution #2023-05

Staff recommends ***approval*** of site plan, subject to the following conditions:

1. Site construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the LDC.
2. Details for any new site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with LDC Section 127.06.
3. The site plan shall expire at one year from the effective date unless an application had been filed for building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.



# PLANNING & ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item at the December 19, 2022 meeting and voted unanimously (7-0) to recommend ***approval*** of Resolution 2023-05, including staff's recommended conditions.

There was one member of the public who spoke in favor of this project.





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS**  
**[DECEMBER 19, 2022 / ~~JANUARY 24, 2023~~ JANUARY 10, 2023]**

**STAFF REPORT**

**Application No. / Project Title:** #22-128 (Sponge City Brewing)  
**Staff:** Allie Keen, AICP, Senior Planner  
**Applicant / Owner:** Bill Henson / Neon Llama LLC  
**Property Size:** +/- 0.36 acres  
**Current Zoning:** T5a (South Pinellas Ave) Transect Zone  
**Current Land Use:** CRD (Community Redevelopment District)  
**Location / Parcel ID:** 501 S. Pinellas Ave. / 13-27-89946-002-0090

**BACKGROUND SUMMARY:**

The applicant is requesting site plan approval for the purpose of constructing a 620.75 square foot covered patio on the backside of the existing building onsite. The proposed addition results in a 34% expansion of the existing structure, which requires full site plan approval by the Board of Commissioners. The proposed addition meets all required setbacks and height allowances of the T5a transect zone.

The applicant is in the process of renovating the existing structure to be a brewery, which is a use allowed by right in the T5a transect zone. This project represents adaptive reuse of an existing building, and the proposed patio addition does not result in a substantial modification. Therefore, nonconforming site features, such as parking, landscaping, stormwater, etc. are not required to come into compliance with the current code. A majority of the front of the site is paved and will be utilized for parking. The applicant has indicated they plan to restripe the lot in the future. Any restriping will require building permit review and approval. Additionally, the applicant has indicated they would like to plant additional landscaping onsite, if possible, when they restripe the existing parking lot.

**PRELIMINARY STAFF RECOMMENDATION:**

Staff finds the application for site plan approval consistent with the applicable review criteria and recommends **APPROVAL** of Resolution 2023-05, subject to the following conditions:

1. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
2. Details for any new site lighting, including product sheets showing shielded fixtures shall be provided with the building permit application showing compliance with Land Development Code Section 127.06.
3. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer in the State of Florida.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board heard this item at their regular meeting on December 19, 2022 and voted unanimously (7-0) to recommend approval of Resolution 2023-05, including staff's recommended conditions. There was one member of the public who spoke in favor of the project at the meeting.





**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Vacant
<b>Site Features:</b>	Single-story commercial building, canopy, paved driveways and parking area, and matures trees (rear of property).
<b>Vehicle Access:</b>	This property has access from both S. Pinellas Avenue and E. Oakwood Street.

**SURROUNDING ZONING & USE:**

	<b>Zoning:</b>	<b>Use:</b>
<b>North:</b>	T5a (South Pinellas Ave)	CRD (Community Redevelopment District)
<b>South:</b>	T5a (South Pinellas Ave)	CRD (Community Redevelopment District)
<b>East:</b>	T5a (South Pinellas Ave)	CRD (Community Redevelopment District)
<b>West:</b>	T5a (South Pinellas Ave)	CRD (Community Redevelopment District)

**REVIEW STANDARD – COMPREHENSIVE PLAN MAP:**

The project is located in the Community Redevelopment District (CRD) Future Land Use Category which denotes “areas that are designated, or appropriate to be designated, as community centers and neighborhoods for redevelopment in accord with a special area plan.” The site is located within the South Pinellas Ave character district of the Sponge Docks and CRA Special Area Plan. The South Pinellas Ave character district is focused on the South Pinellas Avenue retail corridor and is intended to encourage mixed use along the corridor with ground floor retail and resident or offices on upper floors. The proposed project represents adaptive reuse of an existing building. Formerly, this property was used as a gas station. The proposed use as a brewery and the proposed patio addition are more in character with the intent of the Special Area Plan and the South Pinellas Ave character district.

**REVIEW STANDARD - ZONING:**

The property is located within the T5a (South Pinellas Ave) transect zone. This district permits a brewery as a use by right. The proposed site plan is consistent with the permitted uses and requirements of the T5a transect zone.

**SITE PLAN REVIEW PROCEDURES & STANDARDS:**

The process for site plan review is set forth in Section 210.03 of the Land Development Code (LDC) and calls for the Planning and Zoning Board to review the site plan for compliance with (1) the Comprehensive Plan, (2) the Comprehensive Zoning and Land Development Code, (3) the City’s Concurrency Management System, and (4) the City’s Building Codes to provide a written recommendation to the Board of Commissioners as enumerated in Section 210.03(C)(4) of the LDC. The Technical Review Committee has reviewed and determined the application for site plan approval to be complete and in compliance with the above cited standards for review:

1. The application is found to be consistent with the City’s Comprehensive Plan,
2. The application is found to be compliant with the City’s LDC,
3. The project proposes minimal new impacts to facilities and therefore meets the City’s Concurrency Management standards (see below), and,
4. The project will be required to, and is expected to be able to, meet the standards of the City’s Buildings Codes.





**TECHNICAL REVIEW COMMITTEE:**

TRC reviewed this project on November 17, 2022, for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC Determined that the application was complete and ready for processing. There are no outstanding comments from the TRC.

**ATTACHMENTS:**

1. Staff Presentation
2. Draft Resolution 2023-05
  - a. Exhibit A – Site Plan
  - b. Exhibit B – Elevations
3. Survey



## **RESOLUTION NO. 2023-05**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-128 REQUESTING SITE PLAN APPROVAL TO CONSTRUCT A 620.75 SQUARE FOOT COVERED PATIO ON 0.36 ACRES (MORE OR LESS) LOCATED AT 501 S. PINELLAS AVENUE IN THE T5A (SOUTH PINELLAS AVENUE) TRANSECT ZONE OF THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA SPECIAL AREA PLAN; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs has received an application for site plan approval to construct a 620.75 square foot covered patio on 0.36 acres (more or less) of land located at 501 S. Pinellas Avenue in the T5a (South Pinellas Ave) transect district of the Special Area Plan; and,

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of December 19, 2022 and voted to recommend approval of the site plan with conditions; and,

**WHEREAS**, pursuant to Section 210.03(C)(4) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, approve with conditions, or, deny the application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:**

### **SECTION 1: FINDINGS**

1. That the site plan, as conditioned, meets the applicable sections of the Comprehensive Zoning and Land Development Code.
2. That the site plan, as conditioned, is consistent with the Tarpon Springs Comprehensive Plan.
3. That the site plan, as conditioned, demonstrates that required facilities and services will be available at the prescribed level of service standards concurrent with the impact of the development and may, subject to Section 3 of this resolution, during the term of this site plan approval, receive a Certificate of Concurrency pursuant to Section 122.00 et seq.



## **SECTION 2: SITE PLAN APPROVAL**

1. The site plan prepared and sealed by Christopher Goodpaster, Registered Architect, on October 25, 2022, and attached as 'Exhibit A' is hereby approved on property located at 501 S. Pinellas Avenue with a parcel legally described as:

Lots 9, 10, and the north 37.5 feet of Lot 11 and ½ of vacated alley adjacent to Lots, Block 2, Tarpon Springs Enterprises, according to the map or plat thereof as recorded in Plat Book 9, Page 10, of the Public Records of Pinellas County, Florida.

2. The patio addition elevation is attached as 'Exhibit B'.

## **SECTION 3: CONDITIONS:**

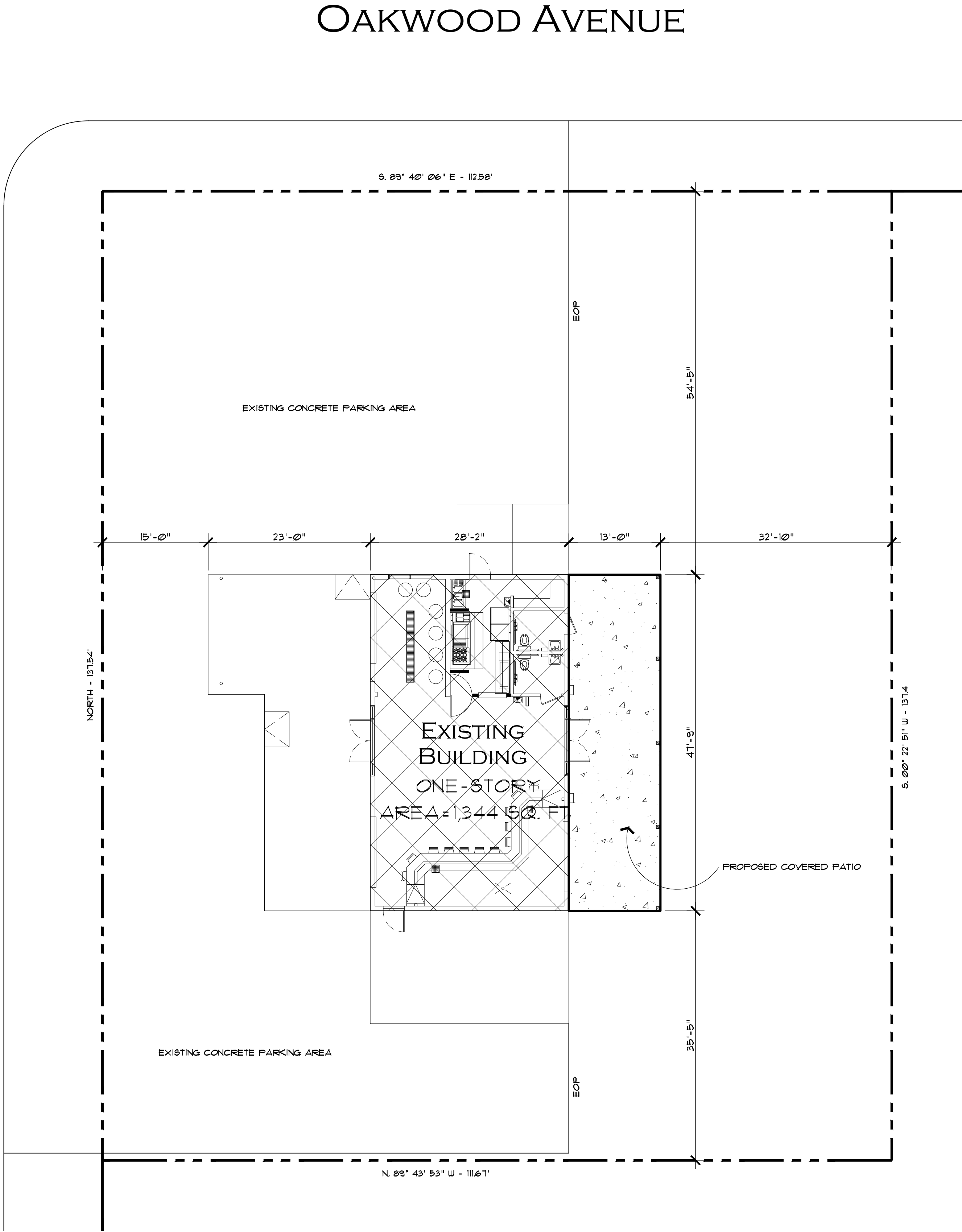
1. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
2. Details for any new site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with Land Development Code Section 127.06.
3. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

## **SECTION 4: EFFECTIVE DATE:**

This Resolution shall become effective upon adoption.



SOUTH PINELLAS AVENUE



INTERIOR BUILDOUT:  
**SPONGE CITY BREWERY**  
501 SOUTH PINELLAS AVENUE  
TAMPA SPRINGS, FLORIDA 34689

DATE: 12/16/2021  
PROJ. NO. 00058

DRAWING NO.  
**TS-100**

Professional Seal

AR96630

SHEET TITLE:

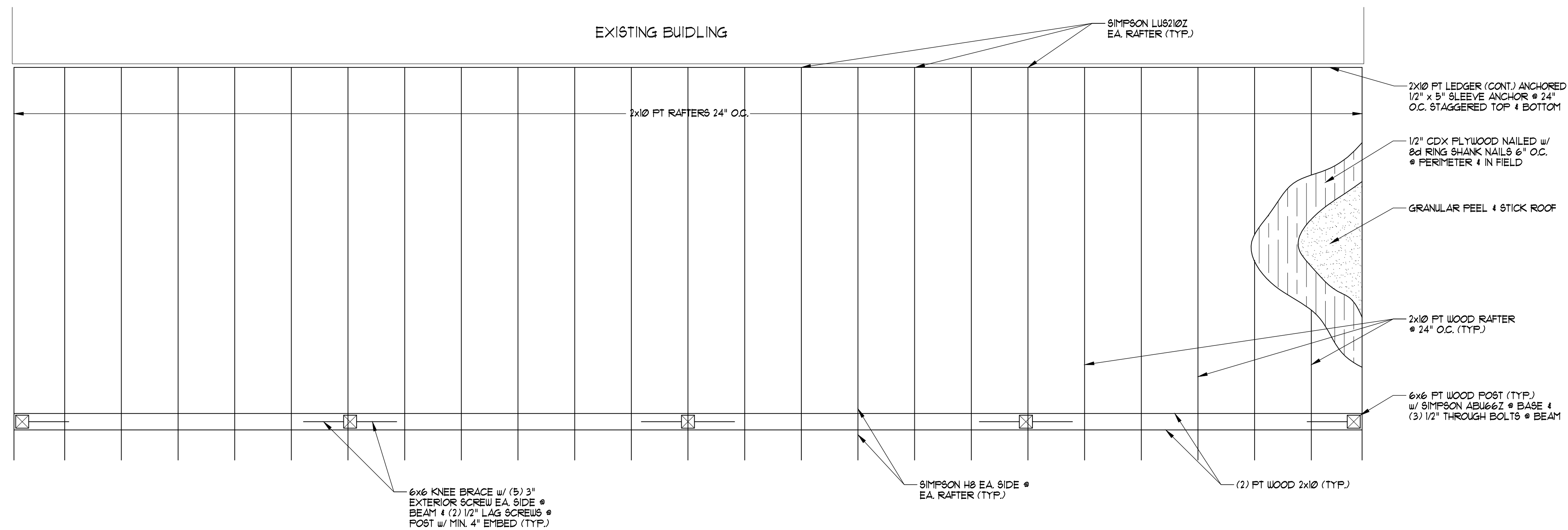
DRAWN BY: CG

CHECKED BY: CG

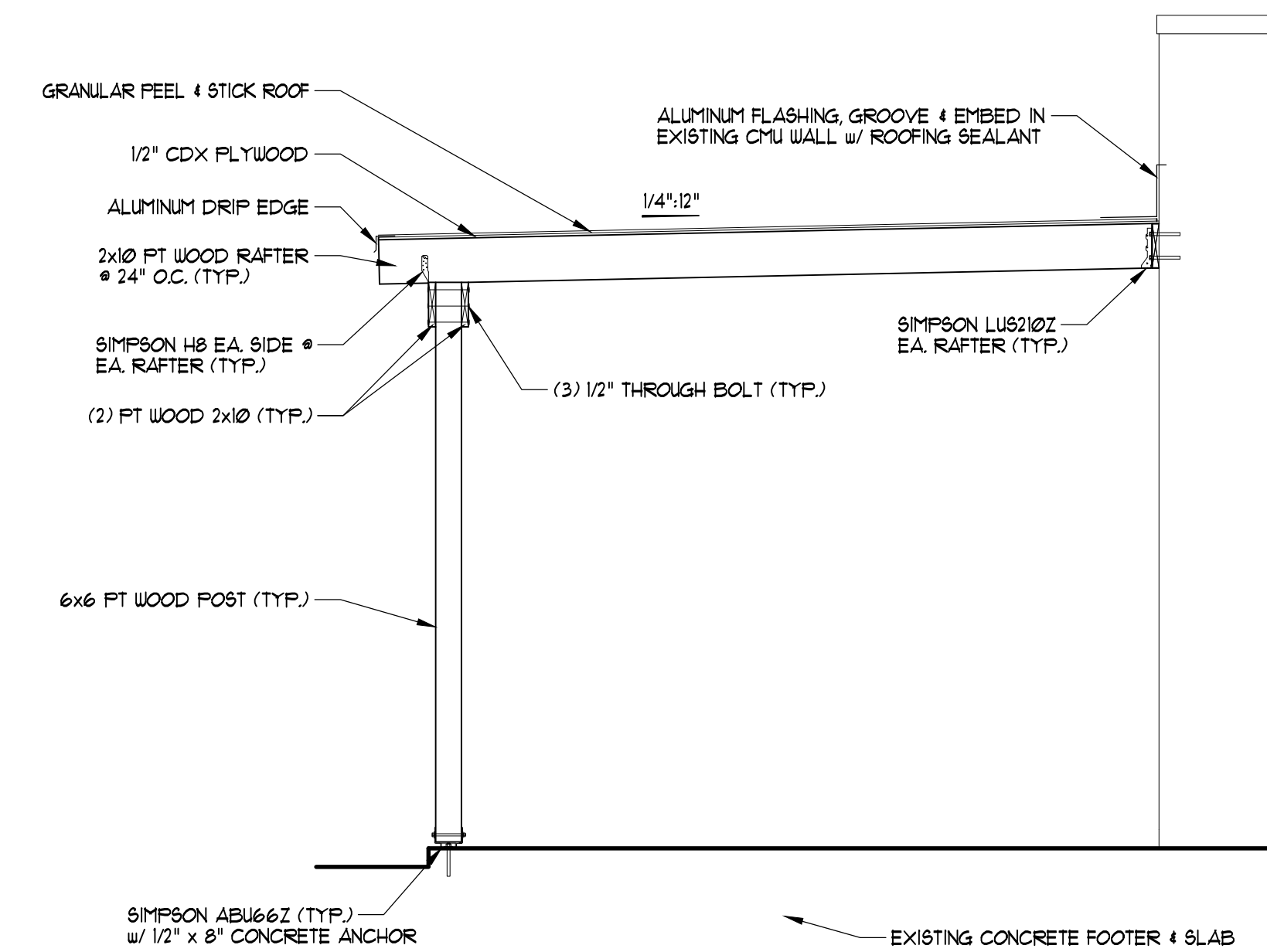
ISSUE	DESCRIPTION	DATE

REVISIONS

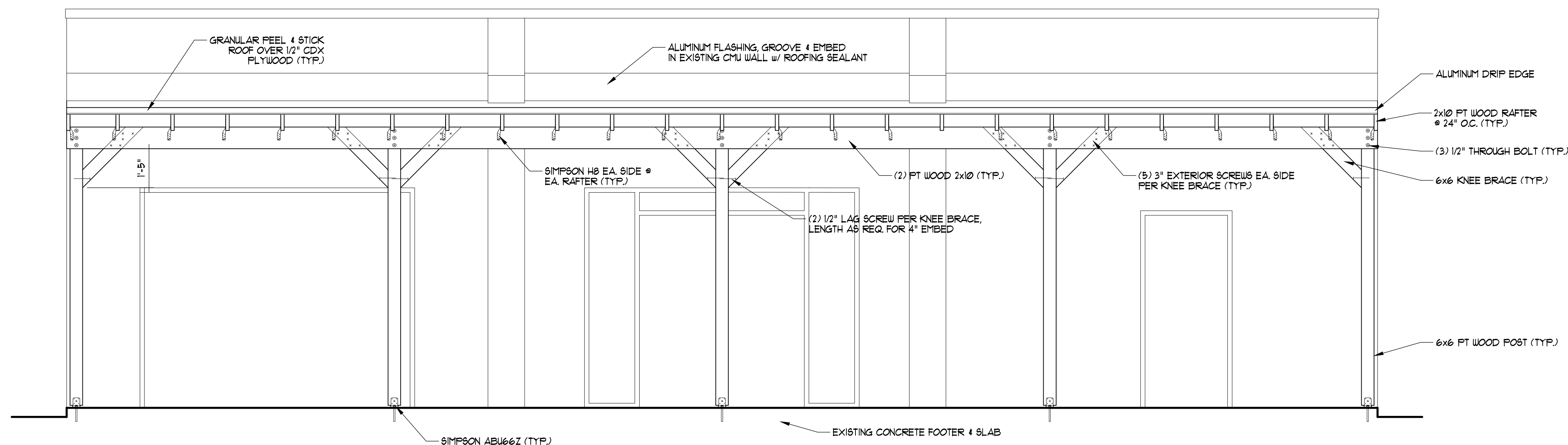




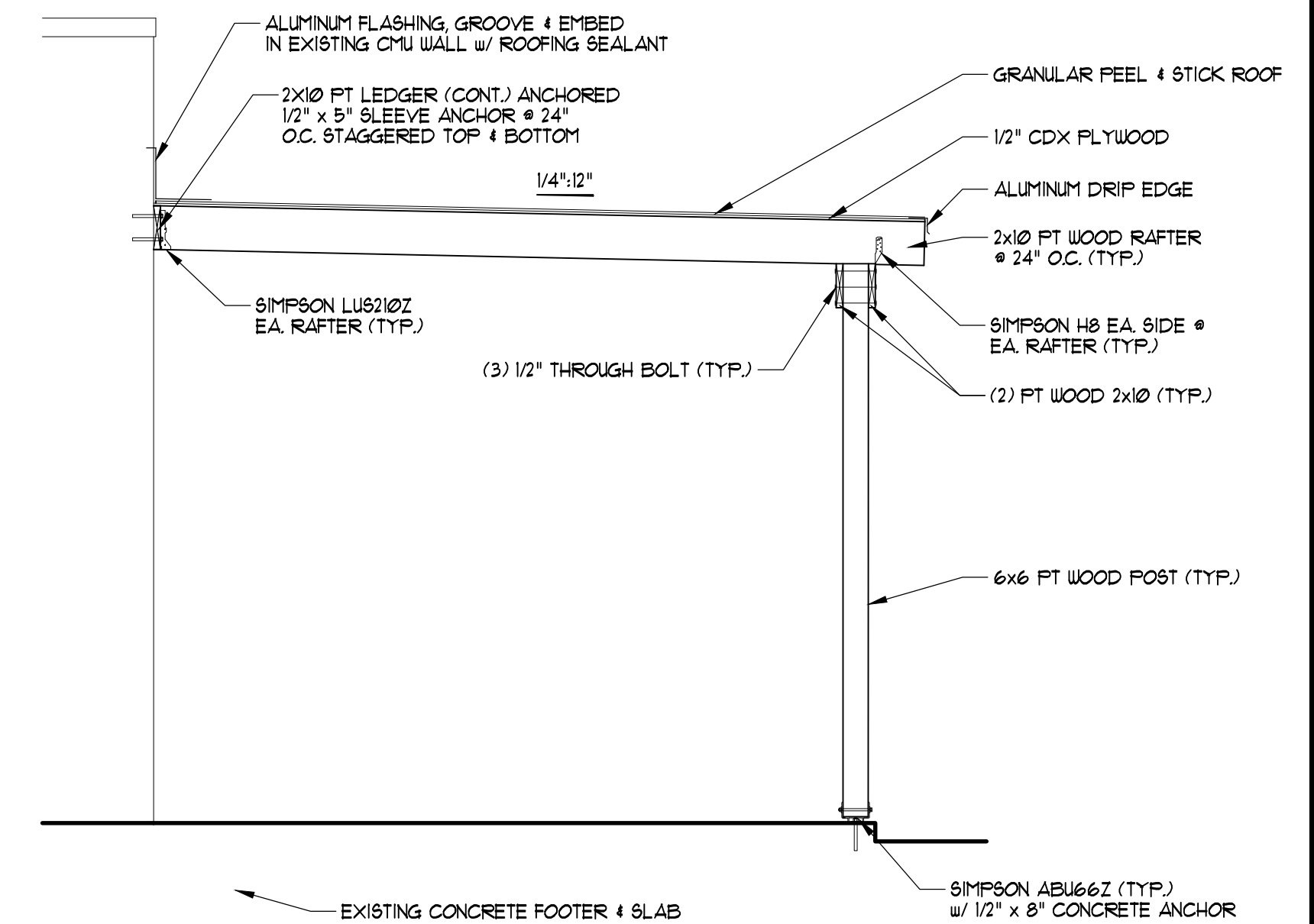
3 FRAMING PLAN  
A-200 SCALE: 3/8" = 1'-0"



4 SIDE ELEVATION  
A-200 SCALE: 3/8" = 1'-0"



1 REAR ELEVATION  
A-200 SCALE: 3/8" = 1'-0"



2 SIDE ELEVATION  
A-200 SCALE: 3/8" = 1'-0"

ISSUE	DESCRIPTION	DATE
<b>REVISIONS</b>		

**SPONGE CITY BREWERY**  
501 SOUTH PINELLAS AVENUE  
TARPON SPRINGS, FLORIDA 34689

SHEET TITLE: **EXTERIOR ELEVATIONS**

DRAWN BY: CG

CHECKED BY: CG

**SPONGE CITY BREWERY**  
501 SOUTH PINELLAS AVENUE  
TARPON SPRINGS, FLORIDA 34689

SHEET TITLE: EXTERIOR ELEVATIONS

CHECKED BY: CG

## REVISIONS

AR96630

STATE OF FLORIDA

CHRISTOPHER GOODPASTER

AR96630

REGISTERED ARCHITECT

Professional Seal

DATE: 12/16/2021  
PROJ. NO. 00058

DRAWING No.

## A-200



SECTION 13, TOWNSHIP 27 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION  
LOTS 9, 10 AND THE NORTH 37.5 FEET OF LOT 11 AND 1/2 OF VACATED  
ALLEY ADJACENT TO LOTS, BLOCK 2, TARPON SPRINGS ENTERPRISES,  
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK  
9, PAGE 10, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

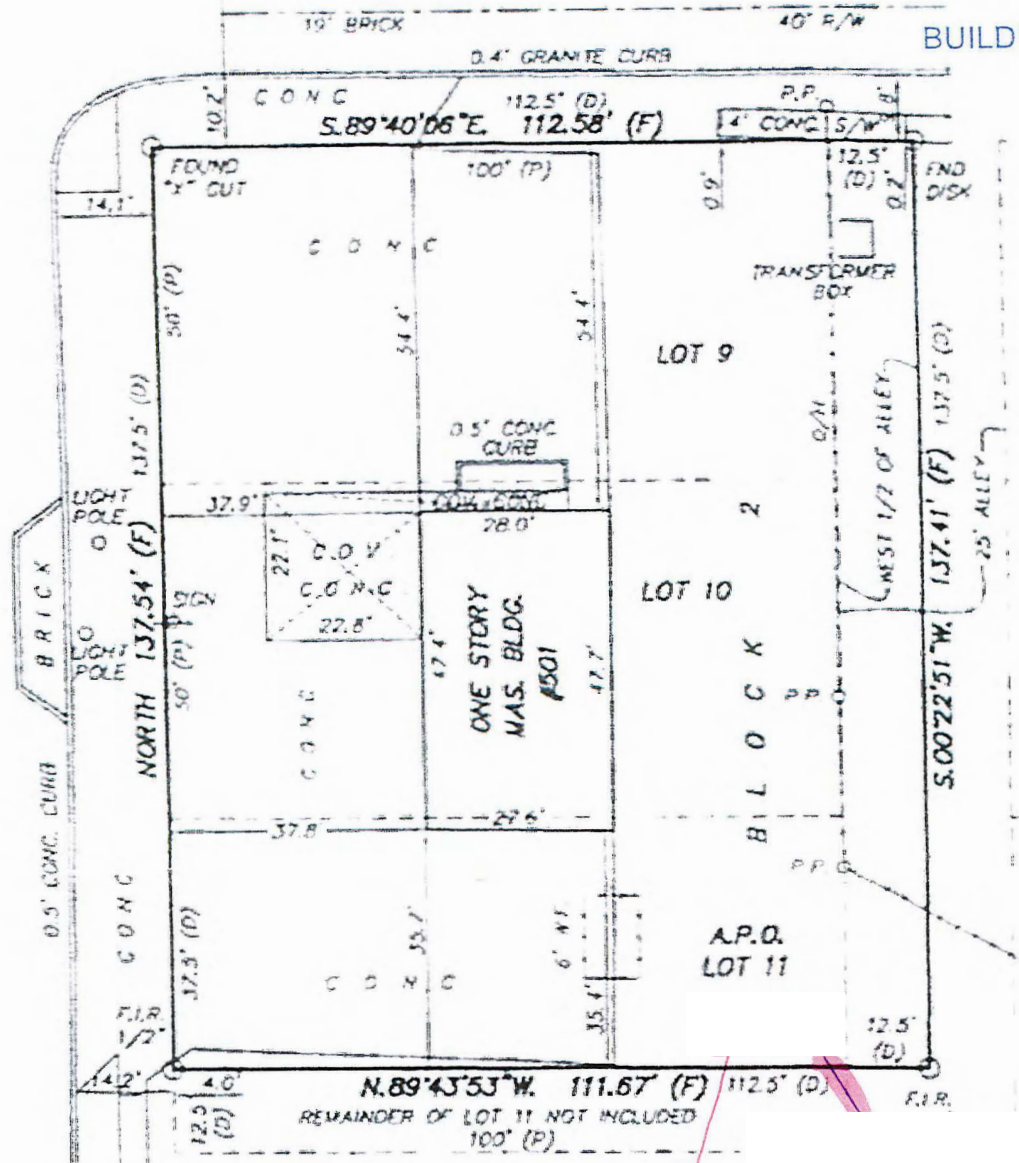
0° 15° 30° 45°



AUG 23 2022

BUILDING DEVELOPMENT

**S. PIRELLA & VENUE**



CERTIFIED TO:  
MICHAEL LOCKHART

BEARINGS ARE BASED ON THE EAST R/W LINE OF S. PINELLAS AVENUE AS "NORTH". ASSUMED.

## Legend

PC	Point of Curvature	(P)	Plot
PT	Point of Tangency	(Q)	Quadrant
PBC	Point of Reverse Curvature	(Desc)	Description
PCC	Point of Compound Curvature	(C)	Calculation
P.I.	Point of Intersection	(T)	Field Measured
SPR	Set Copied Iron Rod 1/2" #6062	SEC	Section
PIR	Found Iron Rod	TWP	Township
FIP	Found Iron Pipe	RGE	Range
FCM	Found Concrete Monument	C/L	Centerline
S.C.M.	Set Concrete Monument	A/C	Air Conditioner
SET DISK	Set P-K Nail & Disk	O/A	Overall
FND DISK	Found P-K Nail & Disk	CONC	Concrete
FND RPS	Found Railroad Spike	A.P.O.	A Part Of
NCE	No Corner Found or Set	COV	Covered
PRM	Permanent Reference Monument	MAS.	Masonry
O/H	Overhead Wire	RES	Residence
CLF	Chain Link Fence	P.B.	Plot Block
P.O.B.	Point of Beginning	P.F.	Page
P.O.C.	Point of Commencement	TYD	Typled
P-K	Parker-Kalon	W.F.	Wood Fence
P.R.B.	Official Records Book	EL	Elevation
V.G.	Concrete Valley Gutter	A.GW	At Ground
TBM	Temporary Benchmarks	W.C.	Witness Corner
B.M.	Benchmarks	R/O	Right Of Way
PAW	Power/Utility Hole	ESM	Easement
PS	Professional Surveyor & Mapper	S/O	Side-south
LB	Licensed Business	O.B.	On-Off Bearing
RL	Registered Land Surveyor	CR	Column
TS	As Their Interests May Appear	SO	Source
SAC	It's Successors And/OR Assigns	DA	Diameter
RC	Reinforced Concrete Pipe		
US	United States		

Surveyor's Notes:

1) Property shown hereon appears to be located in Flood Zone "AE" per F.I.R.M. No. 12103C 0019G Dated 9-3-03. This surveyor makes no guarantees as to the accuracy of the above information. Local F.E.M.A. agent should be contacted for verification. Base Flood Elevation=10'.  
2) No underground utilities, underground encroachments or building foundations were measured or located as part of this survey. Trees and shrubs were not located unless otherwise shown.  
3) This survey was conducted without the benefit of an abstract of title, therefore there may be other easements, rights of way, setback lines, agreements, reservations, restrictions or other similar matters of public record, not shown hereon.  
4) Unless otherwise noted, distances shown hereon refer to plat and field measurements and are measured in U.S. feet.  
5) Re-use of this survey for purposes other than it was intended, without written verification, will be the re-users sole risk and without liability to the surveyor. Nothing herein shall be construed to convey any rights or benefits to anyone other than those to whom this survey was originally certified.



DAVID L. SMITH  
SURVEYING AND MAPPING, INC.

1406 W. LINDBAUGH AVE. Tampa, FL 33612  
Phone (813) 935-1960 Fax (813) 933-9446

Certificate of Authorization L.B. #5952

# SURVEYOR'S CERTIFICATE

I hereby certify that the survey represented herein meets the requirements of Florida Administrative Code pursuant to Chapter 50-17.030, 031, 032, of the Florida Statutes. Unless it bears the signature and the original raised seal of this Florida licensed surveyor and mapper the drawing, sketch, plot or map is for informational purposes only and is not valid.

✓ MICHAEL LOU P.S.M. 4192

Signature \_\_\_\_\_

Field	08/09/19
-------	----------

Job	1907-103
Number	

8/12/19



# **SUZANA 2**

## **#22-91**

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Planning & Zoning Board Meeting – December 19, 2022

Board of Commissioners Meeting – January 10, 2023







# REQUEST

- **#22-91 – Site Plan Review – Suzana 2 [Resolution 2023-04]**
  - 7-Unit Multifamily Development
  - 1-Story Building fronting both Lime and Grosse frontages
  - Parking
    - Required: 12 spaces
    - Proposed: 12 spaces
  - Landscaping
    - Meets all LDC onsite requirements, including screening of parking lot
- **Location:** NW Corner of E. Lime St. & S. Grosse Ave.
- **Applicant:** Double R and D Property Group LLC



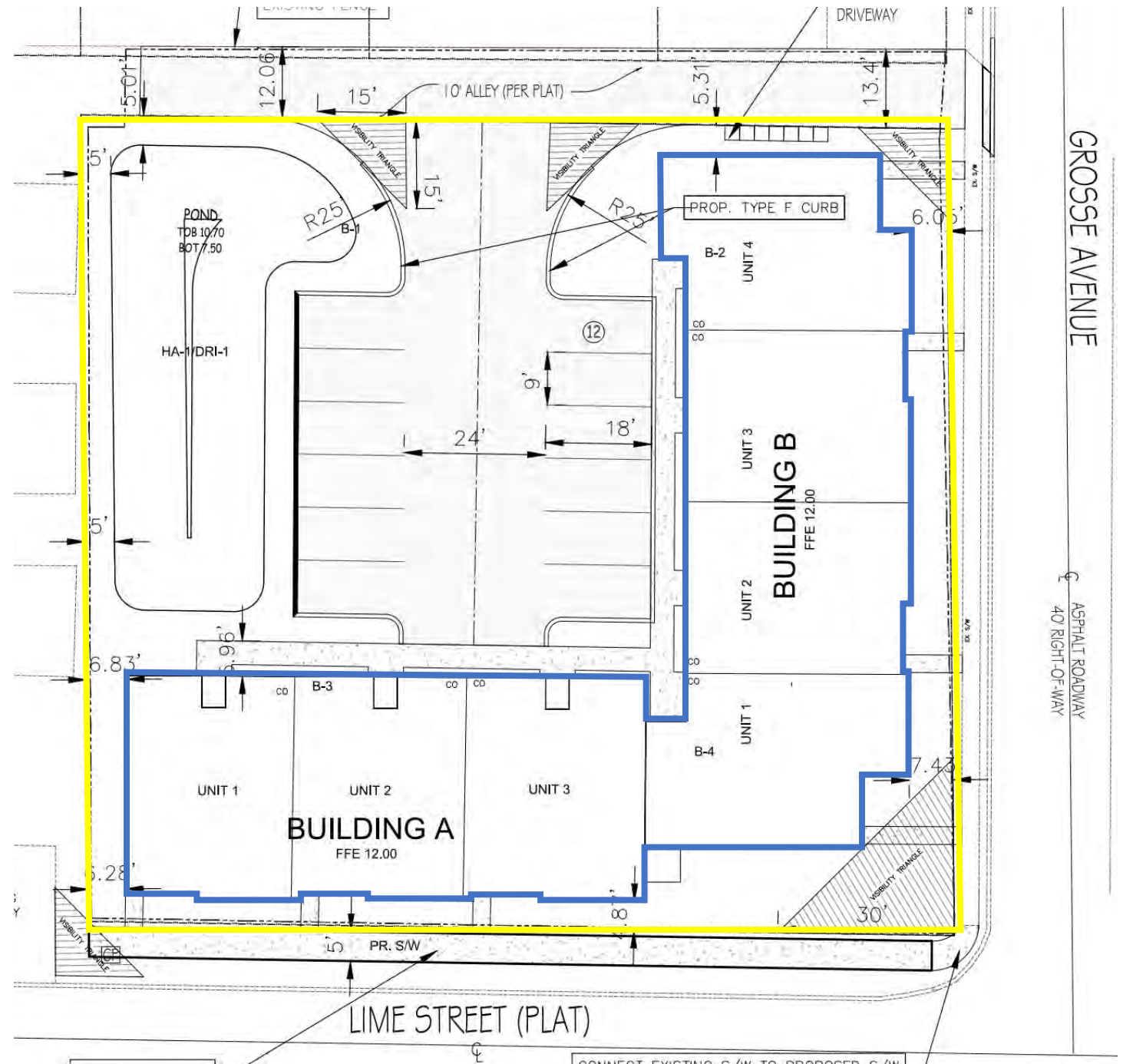
# LOCATION & CONTEXT





# SITE PLAN

- **Res. #2022-09 –  
Conditional Use –  
Alternative Dimensional  
Plan**
  - Front Yard = Min. 4 feet
  - Rear Yard = Min. 5 feet
  - Side Yard = Min. 3.5 feet
- **Proposed:**
  - Front Yard = 4.87 – 14.5 feet
  - Rear Yard = 5.31 feet
  - Side Yard = 6.28 – 6.83 feet





# BUILDING ELEVATIONS

## *Grosse Ave. Frontage*



## EAST ELEVATION

SCALE 3/16" = 1'-0"

## *Lime St. Frontage*



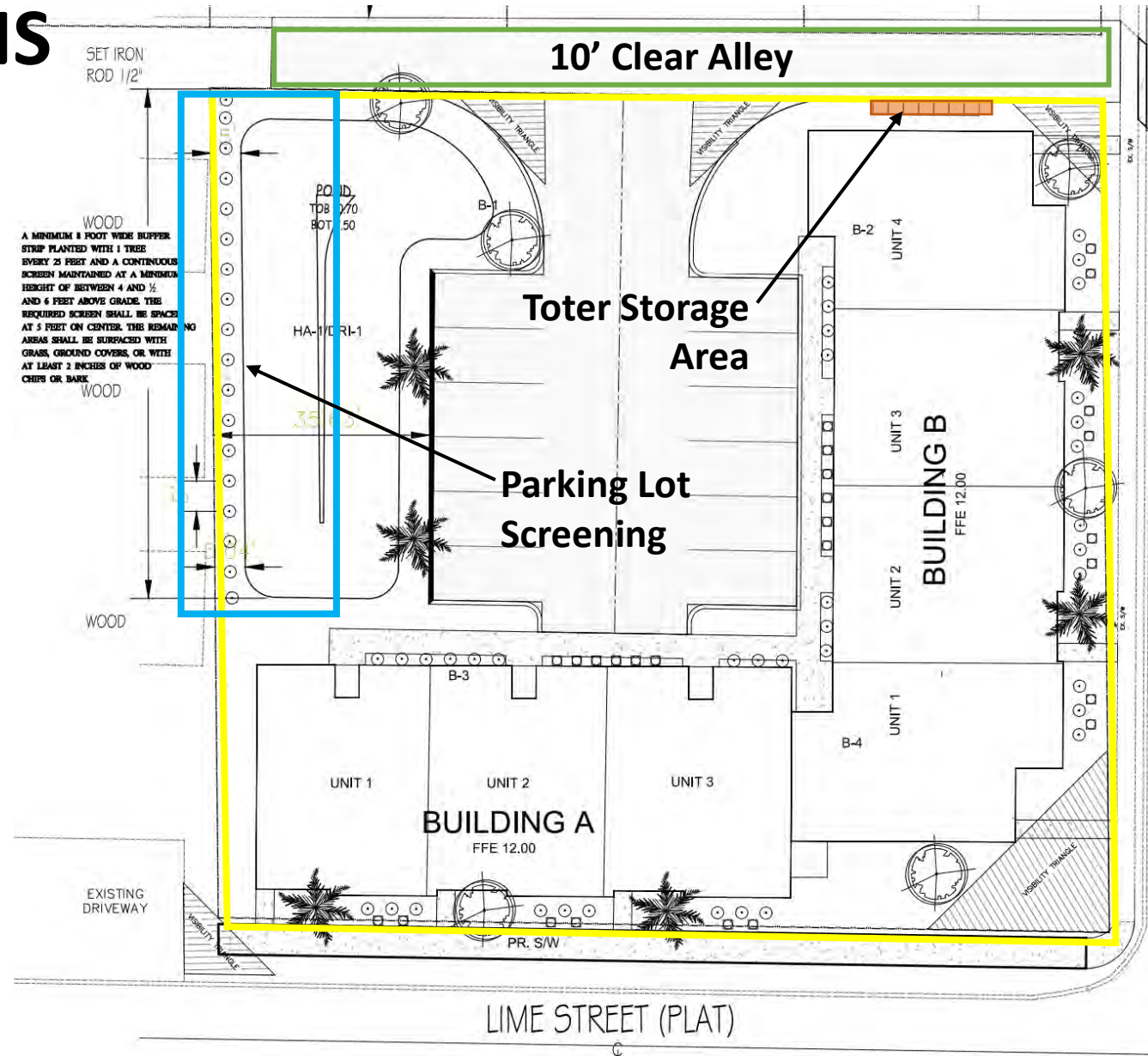
## SOUTH ELEVATION

SCALE 3/16" = 1'-0"



# RES. 2022-09 CONDITIONS

1. Buffering of the parking lot from adjacent property shall be addressed during the site plan process.
2. During the site plan review process the applicant will work with staff and Waste Management for a workable solution for the collection and disposal of solid waste.
3. The 10' alley providing access to the rear parking area must be improved to an acceptable standard and must be maintained as a clear drive access for the entire 10-foot width of the alley.





# PRELIMINARY STAFF RECOMMENDATION

## Resolution #2023-04

Staff recommends ***approval*** of site plan, subject to the following conditions:

1. Site construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the LDC.
2. Details for all site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with LDC Section 127.06.
3. The developer must comply with the Public Art Program requirements of LDC Section 296.00, if the aggregate job value is equal to or exceeds \$1,000,000.00.
4. The site plan shall expire at one year from the effective date unless an application had been filed for building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.



# PLANNING & ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item at the December 19, 2022 meeting and voted unanimously (7-0) to recommend ***approval*** of Resolution 2023-04, including staff's recommended conditions.

There were no members of the public who spoke on this item.





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS**  
**[DECEMBER 19, 2022 / ~~JANUARY 24, 2023~~ JANUARY 10, 2023]**

**STAFF REPORT**

**Application No. / Project Title:** #22-91 (Suzana 2)  
**Staff:** Allie Keen, AICP, Senior Planner  
**Applicant / Owner:** Double R and D Property Group LLC  
**Property Size:** +/- 20,139 square feet  
**Current Zoning:** RM (Residential Multifamily)  
**Current Land Use:** RM (Residential Medium)  
**Location / Parcel ID:** Northwest Corner of E. Lime Street and S. Grosse Ave. /  
13-27-15-25272-000-0220

**BACKGROUND SUMMARY:**

The applicant is proposing to construct a seven-unit, multifamily development. The project consists of a one-story building fronting both street frontages, an interior parking lot accessed via the alley to the north, and landscaping. Each unit will have direct access to the public sidewalks and the interior parking lot.

On May 10, 2022, this project received conditional use approval (Resolution 2022-09) of an alternative dimensional plan within the RM (Residential Multifamily) zoning district, to reduce the setback requirements to the following:

- Front Yard Setback = Minimum 4 feet
- Rear Yard Setback (north property line) = Minimum 5 feet
- Side Yard Setback (west property line) = Minimum 3.5 feet

Through the refinement of the site plan, the proposed structure results in the following range of setbacks, which are slightly larger than the approved minimums of the conditional use:

- Front Yard Setback = Between 4.87 feet and 14.5 feet
- Rear Yard Setback (north property line) = 5.31 feet
- Side Yard (west property line) = Between 6.28 feet and 6.83 feet

The Board of Commissioners approved the conditional use request with 3 conditions to be addressed during the site plan review. Those conditions with the resolutions are provided below:

1. Buffering of the parking lot from adjacent properties shall be addressed during the site plan process.

**Resolution:** The applicant has provided a landscape plan that is compliant with the screening and buffering requirements of LDC Section 134.06. The applicant is proposing to plant the required shrubs between the stormwater pond and the property line to the west, and the required trees will be planted along the bank of the pond. Additionally, the location of the stormwater pond provides additional separation between the parking lot and the adjacent residential property to the west.

2. During the site plan review process the applicant will work with staff and Waste Management for a workable solution for the collection and disposal of solid waste.





**Resolution:** Public Works and Waste Management have confirmed the proposed use of toters for each unit would be sufficient for this project. Residents will be responsible for taking toters from the designated storage spot onsite (along the alley) to the street for pickup. The applicant has shown the proposed toter location on the northside of the building along the alley and has added a notation on the plan set reflecting this resolution.

3. The 10-foot alley provided access to the rear parking area must be improved to an acceptable standard and must be maintained as a clear drive access for the entire 10-foot width of the alley.

**Resolution:** During the review of the conditional use application, it was discovered that the existing alley right-of-way was only 10 feet in width, not 15 feet. The applicant since resurveyed the property and confirmed the 10-foot alley width. The proposed site plans have been reviewed by both Public Works and the Fire Department and were found to be acceptable. Further, the applicant provided a note on the plan set stating the alley must be maintained as a clear drive access for the entire width of the alley.

**PRELIMINARY STAFF RECOMMENDATION:**

Staff finds the application for site plan approval consistent with both the conditional use approval (Resolution 2022-09) and with the applicable review criteria and recommends **APPROVAL** of Resolution 2023-04, subject to the following conditions:

1. Site construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
2. Details for all site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with Land Development Code Section 127.06.
3. The developer must comply with the Public Art Program requirements of Land Development Code Section 296.00, if the aggregate job value is equal to or exceeds \$1,000,000.00.
4. The site plan shall expire at one year from the effective date unless an application had been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

The Planning and Zoning Board heard this item at their regular meeting on December 19, 2022, and voted unanimously (7-0) to recommend approval of Resolution 2023-04, including staff's recommended conditions. There were no members of the public present who spoke on this item.

**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Vacant
<b>Site Features:</b>	A few existing trees.
<b>Vehicle Access:</b>	This property has access from E. Lime Street, S. Grosse Ave., and an alleyway along the northern property line.

**SURROUNDING ZONING & USE:**

	<b>Zoning:</b>	<b>Use:</b>
<b>North:</b>	RM (Residential Multifamily)	RM (Residential Medium)
<b>South:</b>	R-60 (One and Two Family Residential)	RM (Residential Medium)





<b>East:</b>	RM (Residential Multifamily)	RM (Residential Medium)
<b>West:</b>	RM (Residential Multifamily)	RM (Residential Medium)

#### **REVIEW STANDARD – COMPREHENSIVE PLAN MAP:**

The project is located in the Residential Medium (RM) Future Land Use Category which is intended to be developed in a medium density residential manner and to serve as a transition between less urban and more urban residential and mixed-use areas. The project is located in a primarily residential area comprised of a mix of residential building types, including multifamily developments, a cottage court, and single-family residential. The proposed project complies with the density allowance of the RM land use category. The applicant's project is consistent with the Comprehensive Plan and the overall intent of the RM land use category.

#### **REVIEW STANDARD - ZONING:**

The property is located within the RM (Residential Multifamily) zoning district. This district permits multifamily dwellings as a use by right. The proposed site plan is consistent with the permitted uses and requirements of the RM zoning district and approved conditional use for the alternative dimensional plan. The surrounding area is zoned for a mix of residential types and the proposed multifamily development is consistent with the RM zoning district and conditional use approval and with the current and future planned character of this neighborhood.

#### **SITE PLAN REVIEW PROCEDURES & STANDARDS:**

The process for site plan review is set forth in Section 210.03 of the Land Development Code (LDC) and calls for the Planning and Zoning Board to review the site plan for compliance with (1) the Comprehensive Plan, (2) the Comprehensive Zoning and Land Development Code, (3) the City's Concurrency Management System, and (4) the City's Building Codes to provide a written recommendation to the Board of Commissioners as enumerated in Section 210.03(C)(4) of the LDC. The Technical Review Committee has reviewed and determined the application for site plan approval to be complete and in compliance with the above cited standards for review:

1. The application is found to be consistent with the City's Comprehensive Plan,
2. The application is found to be compliant with the City's LDC,
3. The project proposes minimal new impacts to facilities and therefore meets the City's Concurrency Management standards (see below), and,
4. The project will be required to, and is expected to be able to, meet the standards of the City's Buildings Codes.

#### **LEVEL OF SERVICE ANALYSIS:**

Article VIII of the Land Development Code requires that public facilities be available concurrent with impacts from development. Facilities impacts are listed in the table below. They are not expected to degrade the levels of services for any of the listed facilities.

<b>Facility</b>	<b>Proposed Impacts</b>
Potable Water	2,100 gallons per day
Wastewater	1,400 gallons per day
Solid Waste	12,775 pounds per year
Transportation	52 trips per day; 4 peak hour trips





**TECHNICAL REVIEW COMMITTEE:**

TRC reviewed this project on August 11, 2022, and November 17, 2022 for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing. There are no outstanding comments from the TRC.

**ATTACHMENTS:**

1. Staff Presentation
2. Draft Resolution 2023-04
  - a. Exhibit A – Site Plan
  - b. Exhibit B – Building Elevations
3. Survey
4. Stormwater Management Report
5. Resolution 2022-09 – Conditional Use Approval of Alternative Dimensional Plan



## **RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-91 REQUESTING SITE PLAN APPROVAL TO CONSTRUCT A 7-UNIT MULTIFAMILY DEVELOPMENT ON 0.46 ACRES (MORE OR LESS) LOCATED AT THE NORTHWEST CORNER OF E. LIME STREET AND S. GROSSE AVENUE IN THE RM (RESIDENTIAL MULTIFAMILY) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs has received an application for site plan approval to construct an 7-unit multifamily development on 0.46 acres (more or less) of land located at the northwest corner of E. Lime St. and S. Grosse Ave. in the RM (Residential Multi-family) zoning district; and,

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of December 19, 2022 and voted to recommend approval of the site plan with conditions; and,

**WHEREAS**, pursuant to Section 210.03(C)(4) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, approve with conditions, or, deny the application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:**

### **SECTION 1: FINDINGS**

1. That the site plan, as conditioned, meets the applicable sections of the Comprehensive Zoning and Land Development Code.
2. That the site plan, as conditioned, is consistent with the Tarpon Springs Comprehensive Plan.
3. That the site plan, as conditioned, demonstrates that required facilities and services will be available at the prescribed level of service standards concurrent with the impact of the development and may, subject to Section 3 of this resolution, during the term of this site plan approval, receive a Certificate of Concurrency pursuant to Section 122.00 et seq.



## **SECTION 2: SITE PLAN APPROVAL**

1. The site plan prepared and sealed by Samer Alghafari, P.E., on November 30, 2022, and attached as 'Exhibit A' is hereby approved on property located at the northwest corner of E. Lime Street and S. Grosse Avenue with a parcel legally described as:

Lots 22, 23, and 24, T.G. Edmondson's Subdivision of Lots 1 and 4, Block 41, Tarpon Springs FLA, according to the Map or Plat thereof as recorded in Deed Book S, Page 82, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

2. The building elevations are attached as 'Exhibit B'.

## **SECTION 3: CONDITIONS:**

1. Site construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
2. Details for all site lighting, including product sheets showing shielded fixtures, shall be provided with the building permit application showing compliance with Land Development Code Section 127.06.
3. The developer must comply with the Public Art Program requirements of Land Development Code Section 296.00, if the aggregate job value is equal to or exceeds \$1,000,000.00.
4. The site plan shall expire at one year from the effective date unless an application had been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

## **SECTION 4: EFFECTIVE DATE:**

This Resolution shall become effective upon adoption.

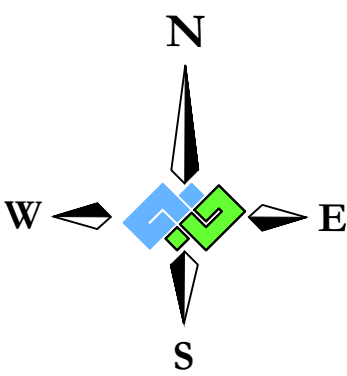


CONSTRUCTION PLANS FOR

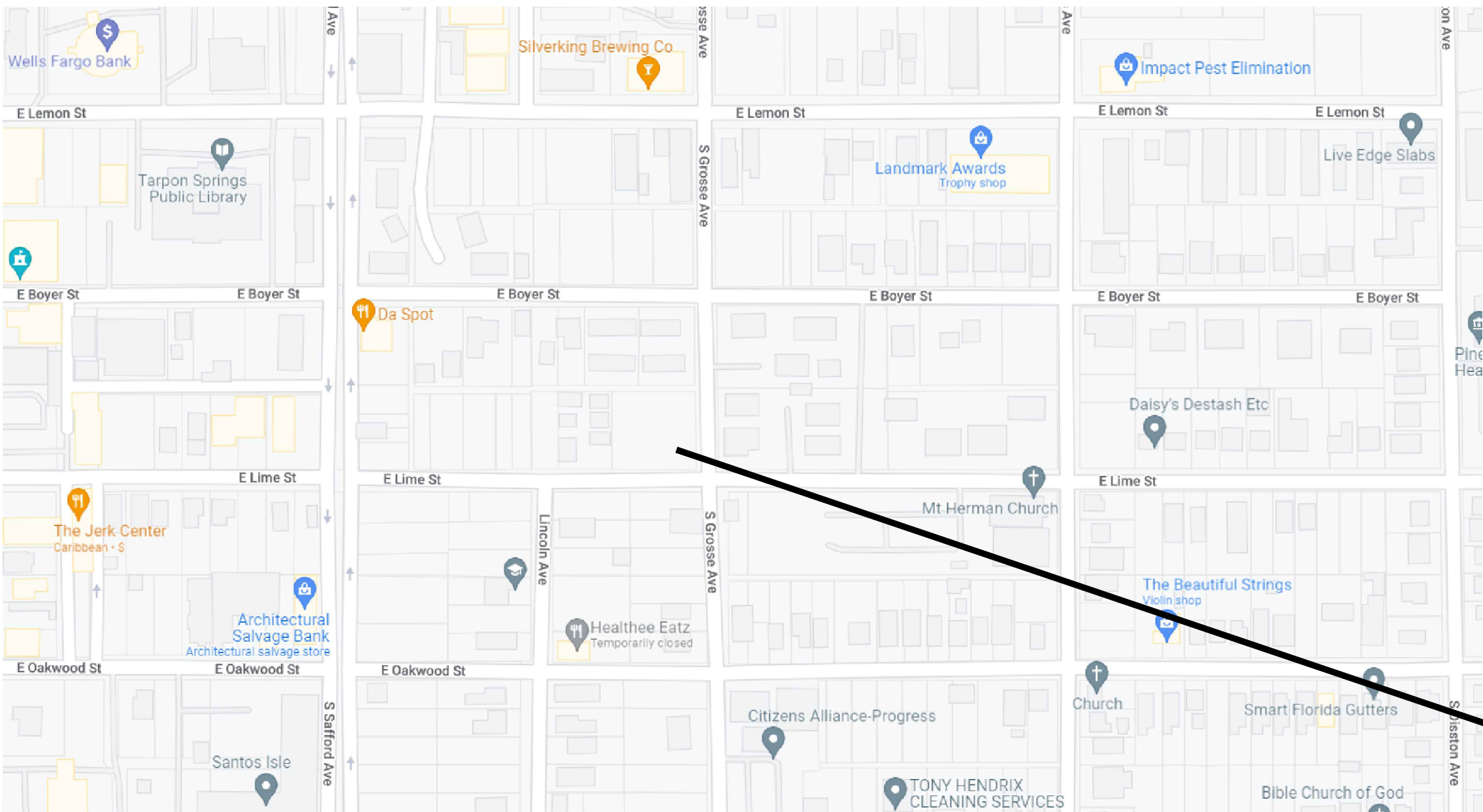
SUZANA APARTMENT 2

CITY OF TARPON SPRINGS

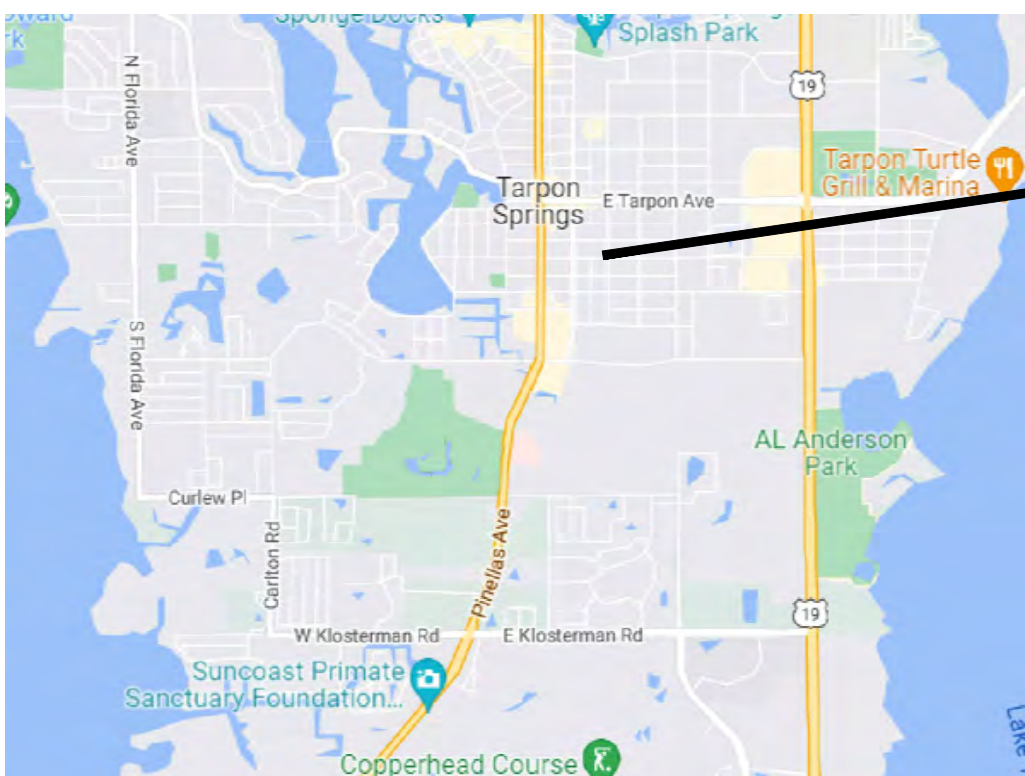
SECTION 13 TOWNSHIP 27 SOUTH, RANGE 25 EAST



VICINITY MAP



LOCATION MAP



PROJECT INFORMATION

FOLIO NO. : 13-27-15-25272-000-0220  
OWNER : DOUBLE R AND D PROPERTY GROUP LLC

CONTACT INFORMATION

OWNER/APPLICANT:  
DOUBLE R AND D PROPERTY GROUP LLC  
2604 CYPRESS RIDGE BLVD STE 102  
WESLEY CHAPEL, FL 33544-6311  
TEL 813-435-0194

CIVIL ENGINEER OF RECORD:  
GHAFARI ASSOCIATES, LLC  
2166 W. BUSCH BLVD, SUITE 200  
TAMPA, FL 33612  
TEL 813-935-1200

INDEX SHEET

SHEET NO.	NAME
C000	COVER SHEET
C001	NOTES AND SPECIFICATIONS SHEET
C100	SITE PLAN
C200	PAVING, GRADING & DRAINAGE PLAN
C300	UTILITY PLAN
C400	TREE REMOVAL PLAN
C401	LANDSCAPE PLAN
C410	LANDSCAPE DETAILS
C500	BUILDING ELEVATIONS
C700	CIVIL DETAILS
C711	UTILITY DETAILS
C712	UTILITY DETAILS

ISSUED FOR:  
PERMITTING

9	8	7	6	5	4	3	2	1	NO.	DATE	DESCRIPTION	BY

PROJECT NAME:  
SUZANA APARTMENT 2

PROJECT LOCATION:  
CITY OF TARPON SPRINGS

SHEET NAME:  
COVER SHEET

PREPARED FOR:  
DOUBLE R & D PROPERTY GROUP LLC

PREPARED BY:  
GHAFARI ASSOCIATES, LLC  
2166 W. BUSCH BLVD, STE. 200  
TAMPA, FL 33612  
WWW.GHAFARI.NET 813-935-1200

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NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER

SCALE: AS SHOWN

SHEET SIZE: D

SHEET: C-000

OF: 1/11



1. ALL ELEVATIONS REFER TO THE N.A.S.D. OF 1988.
2. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION, BY CALLING FLORIDA SUNSHINE STATE ONE CALL CENTER OF FLORIDA, INC. AT 1-800-432-4770.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO ROADWAY BASE AND SURFACE CONSTRUCTION.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
8. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST REVISIONS AND/OR LATEST EDITION.
9. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
10. CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE.
11. AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL APPROVED SHOP DRAWINGS. THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED, ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER OR WITHOUT AGENCY'S PERMISSION PRESENT MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
12. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY WITH OTHER CONTRACTOR AND UTILITY COMPANIES.
13. ALL DISTURBED AREAS WITHIN PUBLIC RIGHTS-OF-WAY ARE TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
14. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK UNLESS SPECIFICALLY EXCEPTED IN WRITING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OTHER CONSTRUCTION AND NO EXTRA COMPENSATION IS TO BE ALLOWED.
15. ALL DISTURBED AREAS ASSOCIATED WITH CONSTRUCTION, WHICH ARE NOT TO BE SOILED AND ARE TO BE RESEED AND MULCHED TO CITY OF TARPON SPRINGS STANDARDS AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER OF RECORD HAVE BEEN OBTAINED. ANY WASHOUTS, REGRADING, RESEEDING, AND GRASSING WORK, AND OTHER CONSTRUCTION WORK REQUIRED TO BE COMPLETED BY THE CONTRACTOR OR CONTRACTOR/SUBCONTRACTOR UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE BY THE REGULATORY AGENCY AND ENGINEER OF RECORD.
16. CHAPTER 77-113 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE EITHER EXISTING OR NEW GAS SERVICE LINES IS BY AN ADEQUATE INSPECTION BY A LICENSED GAS PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE RESPECTIVE GAS COMPANY TWO WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
17. AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON A SET OF THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS. WITHIN TWO (2) WEEKS FOLLOWING FINAL INSPECTION THE CONTRACTOR SHALL SUBMIT ONE (1) SET OF AS-BUILT DRAWINGS TO THE ENGINEER. THE FINAL RECORD DRAWINGS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
  1. DRAWINGS TO BE THREE-MILL BLACK LINE MYLAR.
  2. DRAWINGS TO BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.
  3. DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL WATER AND WASTE WATER PIPING AND RELATED APPURTENANCES, BOTH ABOVE AND BELOW GROUND. ALL CHANGES TO PIPING LOCATION INCLUDING HORIZONTAL & VERTICAL LOCATIONS OF UTILITIES & APPURTENANCES SHALL BE CLEARLY SHOWN AND REFERENCED TO PERMANENT SURFACE IMPROVEMENTS. DRAWINGS SHALL ALSO SHOW ACTUAL INSTALLED PIPE MATERIAL, CLASS, ETC.
  4. DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER.
  5. DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON ORIGINAL CONTRACTOR DRAWINGS BUT CONSTRUCTED IN THE FIELD. ALL EQUIPMENT AND PIPING RELOCATION SHALL BE CLEARLY SHOWN.
  6. LOCATIONS OF ALL MANHOLES, HYDRANTS, VALVES, & VALVE BOXES SHALL BE SHOWN. ALL VALVES SHALL BE REFERENCED FROM AT LEAST TWO (2) AND PREFERABLY THREE (3) PERMANENT POINTS.
  7. DRAWINGS TO BE SIGNED AND SEALED BY A LICENSED SURVEYOR.

## GRADING NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DENATURING SALT WILL BE USED AS REQUIRED.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY DENATURING PERMITS FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT OR OTHER REGULATORY AGENCY.
3. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SILT FENCES OR SILTATION CURTAINS) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND EXISTING WETLANDS PER THE CONSTRUCTION DRAWINGS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON GROUND SURFACES WHERE CONSIDER CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND/OR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, AND/OR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND/OR CITY OF TARPON SPRINGS, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY CONSTRUCTION DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR CITY OF TARPON SPRINGS OFFICIALS.
4. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
5. THERE IS TO BE NO DISCHARGE (I.E. PUMPING, SEEP FLOW, SWALE, DITCH, ETC.) INTO ANY OF THE EXISTING DITCHES OR CANALS. USE OF SETTLING PONDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING DITCHES OR CANALS A SETTLING POND PLAN PREPARED BY THE CONTRACTOR MUST BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND SOUTHWEST FLORIDA MANAGEMENT DISTRICT, AND/OR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO CONSTRUCTION.

1. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING INFRASTRUCTURE CONSTRUCTION IN ACCORDANCE, WITH SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY.
2. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION OUTSIDE THE PROTECTIVE RADIUS OF PROTECTED TREES TO BE PRESERVED. DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
3. THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER. OUTSIDE THE PROTECTIVE RADIUS OF PROTECTED TREES TO BE PRESERVED.
4. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE REGULATIONS.
5. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO REMOVING ANY EXISTING STRUCTURES.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
7. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR/SUBCONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY. IT SHALL BE THE CONTRACTOR'S/SUBCONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR/SUBCONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR/SUBCONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR/SUBCONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
8. ALTHOUGH NOT ANTICIPATED, THE LOCATION OF ANY EXISTING UNDERGROUND UTILITY LINES, WELLS OR OTHER BURIED PIPING OR STRUCTURES ASSOCIATED WITH PAST SITE USE WITHIN THE CONSTRUCTION AREA SHOULD BE ESTABLISHED PRIOR TO CONSTRUCTION. PROVISIONS SHOULD THEN BE MADE TO RELOCATE ANY INTERFERING UTILITY LINES WITHIN THE CONSTRUCTION AREA TO APPROPRIATE LOCATIONS. IN THIS REGARD, IT SHOULD BE NOTED THAT IF ABANDONED UNDERGROUND PIPES ARE NOT PROPERLY REMOVED OR PLUGGED, THEY MAY SERVE AS CONDUITS FOR SUBSURFACE EROSION, WHICH SUBSEQUENTLY MAY RESULT IN EXCESSIVE SETTLEMENTS.
9. SITE CLEARING, GRUBBING AND DEMOLITION SHALL INCLUDE THE REMOVAL OF TREES, GROUND BRUSH, ORGANIC SOILS, ROOT MATS, EXISTING STRUCTURES, PAVEMENT, UTILITIES OR OTHER DELETERIOUS MATERIALS ENCOUNTERED. CLEARING AND GRUBBING SHALL BE PRELUDED BY THE CIVIL ENGINEER PRIOR TO BEGINNING CONSTRUCTION AT THE SITE. AS A MINIMUM, THE CLEARING OPERATIONS SHALL EXTEND AT LEAST 5 FEET BEYOND THE BUILDING PERIMETERS. ANY EXCAVATIONS OR CAVITIES FORMED BY THE REMOVAL OF ORGANIC MATERIAL, GROUND BRUSH OR STUMPS SHOULD BE FILLED WITH CLEAN, COMPACTED STRUCTURAL FILL. IN REGARDS TO PROTECTED TREES, SITE CLEARING WILL ONLY OCCUR OUTSIDE THE PROTECTIVE ROOT ZONE. NO GRUBBING WILL TAKE PLACE WITHIN THE PROTECTIVE RADIUS OF ANY TREES TO REMAIN ON SITE.

## EROSION/SEDIMENT CONTROL NATURAL RESOURCE PROTECTION

1. EROSION CONTROL: THE CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN), AS SHOWN ON PLANS, AND AS REQUIRED TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WETLANDS, AND WATERWAYS. IN ADDITION, THE CONTRACTOR SHALL PLACE STRAW, MULCH, GRAVEL, OR OTHER SUITABLE MATERIAL ON THE GROUND, AS REQUIRED, IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE, EITHER BY NATURAL DRAINAGE OR BY VEHICLE TRAFFIC, THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR LOCAL AUTHORITIES. EROSION CONTROL BARRIERS MUST BE ERCTED PRIOR TO LAND ALTERATION, INSPECTED DAILY AND MAINTAINED EFFECTIVELY DURING CONSTRUCTION, THEN REMOVED FOLLOWING SOIL STABILIZATION. ALL EROSION SEDIMENT AND STORMWATER CONTROLS SHALL CONFORM TO THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTORS MANUAL.
2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY, OR OTHER EQUIPMENT OF ANY KIND WITHIN THE PUBLIC RIGHT-OF-WAY, UNLESS OTHERWISE PERMITTED OR WITHIN THE PROTECTIVE RADIIUS OF PRESERVED TREES.
3. CONTRACTOR SHALL SPRINKLE OR OTHERWISE APPLY WATER TO AFFECTED CONSTRUCTION AREA TO CONTROL BOTH SIGNIFICANT WIND EROSION OR FUGITIVE DUST.
4. REQUIRED TREE BARRICADES AND EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN TREE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR PERMIT REVOCATION.
5. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS, ANSI, A300, CURRENT EDITION.
6. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE OWNER AND LOCAL AUTHORITIES.
7. NO GRADE CHANGES SHALL OCCUR WITHIN THE DRIPLINE OF TREES TO REMAIN.
8. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE UTILITY TRENCH AREAS WHEREVER THEY ARE WITHIN 20' OF A TREE TO BE PRESERVED.
9. CONTRACTOR SHALL COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS REGARDING POLLUTION CONTROL OF STORED MATERIALS, FUEL, EQUIPMENT, OR OTHER HAZARDOUS MATERIALS USED ON SITE. ALL CONSTRUCTION DEBRIS SHALL BE STOCKPILED IN MANNER THAT DOES NOT CAUSE SOIL, AIR, OR WATER POLLUTION ON SITE UNTIL DISPOSED IN A.
10. CONTRACTOR SHALL PROVIDE A DOWATERING PLAN TO CONTROL SEDIMENT DISCHARGE TO OTHER WATER BODIES OR OFFSITE SO THAT WATER QUALITY COMPLIES WITH LOCAL, STATE, AND FEDERAL TURBIDITY PARAMETERS. CONTRACTOR SHALL DIRECT TURBID WATER TO TEMPORARY SETTLING BASINS WITH VEGETATIVE AND/OR STABILIZED FLOW TO OFFSITE DISCHARGE AREA.

STANDARD INDICES REFER TO THE LATEST EDITION OF FDOT ROADWAY AND  
TRAFFIC DESIGN STANDARDS".

2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) WITH RUBBER GASKET JOINTS UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.

3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS WHICH ARE INCLUDED IN LENGTHS.

4. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL CONFORM TO ASTM A48 CLASS 35.

5. CONTRACTOR TO SOD THE DETENTION POND AND SWALES AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.

6. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY Dewatering PERMITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

7. PROTECTION OF EXISTING STORM SEWERS SYSTEMS: DURING CONSTRUCTION, ALL STORM SEWER LINES IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALE, SOD, STONE OR OTHER SUITABLE MATERIALS, WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.

8. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1996, OR LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO.

9. CLASS "B" TYPE I BEDDING SHALL BE USED UNLESS INDICATED OTHERWISE ON THE DRAWINGS, OR BY THE ENGINEER.

## SANITARY SEWER NOTES

1. A HORIZONTAL SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN WATER AND SANITARY SEWER.

2. ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF CHLORIDE PIPE, C-900.

3. ALL SANITARY SEWER WORK SHALL CONFORM WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARDS AND SPECIFICATIONS.

4. ALL SANITARY SEWER COVERS SHALL CONFORM TO ASTM A48 OR FED. SPEC. QO-1-652-B FRAME #160, COVER #145, USE 170-J OR APPROVED EQUAL.

5. SANITARY SEWER MAINS AND LATERALS SHALL HAVE A MINIMUM COVER OF TEN INCHES. SHALL BE INSTALLED ACCOMPANIED BY A METAL TIE SIMILAR TO TERRAZO COLORED GREEN AND LAY ONE FOOT ABOVE THE PIPE.

6. ALL PIPING SHALL BE COLOR CODED IN ACCORDANCE WITH CITY OF TARPON UTILITIES STANDARDS:  
GREEN-RAW SEWAGE, PURPLE-EFFLUENT, BLUE-POTABLE WATER.

7. PIPE AND FITTINGS FOR P.V.C. GRAVITY SEWER PIPE SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION D-3034, SDR-35 PVC (GREEN COLOR)

8. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAIN LAY TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE TOP OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

WHERE SANITARY SEWERS, FORCE MAINS, RECLAIMED WATER MAINS AND STORM SEWERS MUST CROSS A POTABLE WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON (DIP) AT THE CROSSING. DIP IS NOT REQUIRED FOR STORM SEWERS OR TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1996, OR LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO. IF THE CROSSING IS NOT REQUIRED, THE SEWER OR FORCE MAIN SHALL BE CONSTRUCTED OF C900 PVC AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO MAINTAIN A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. (2) ALTERATION OF THE CROSSING MAINS SHALL BE ENCLOSED WITHIN A 20 FOOT LONG STEEL CASING ENCLOSURE ON THE CROSSING. WHERE WATER MAIN CROSSES BELOW MAIN, ENCLOSURE OF BOTH MAINS IS MANDATORY.

ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE WELDED AND MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES SHALL BE MAINTAINED AT THE CROSSING.

ALL CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTER OF CROSSING).

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP AND THE CROSSING SHALL BE ARRANGED TO MEET THE REQUIREMENTS ABOVE.

## PARALLEL INSTALLATIONS

9. A MINIMUM OF 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN PIPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAD IN A SEPARATE TRENCH OR ON AN UNDERGROUND SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ANGLE THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES BETWEEN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (IF AVAILABLE IN THE SIZE REQUIRED). A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR AS POSSIBLE FROM THE JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

## POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE IN ACCORDANCE WITH THE CITY OF TARPON SPRINGS WATER DEPARTMENT.WATER SYSTEM NOTES ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER. ALL DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI STANDARD A21.51, 60 MINIMUM PRESSURE CLASS 350. CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY ADJUSTING THE WATER LINES AS NECESSARY. CONTRACTOR TO INSTALL TEMPORARY BLOW-OFFS AT THE END OF WATER SERVICE MAINS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION. RESTRAINTS SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS. MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE CITY OF TARPON SPRINGS CODES, PLANS, AND WATER DEPARTMENT SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO. APPROVAL AND CONSTRUCTION OF ALL WATER MAINS SHALL BE IN ACCORDANCE WITH THE CITY OF TARPON SPRINGS WATER DEPARTMENT.

1. ALL TRAFFIC CONTROL SIGNING AND MARKINGS ON PRIVATE PROPERTY OPENED TO THE GENERAL PUBLIC BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS. (FLORIDA STATE STATUTE 316.0745)
2. ALL PARKING SPACES, PAVEMENT ARROWS, STOP BARS AND SIGNS SHALL BE IDENTIFIED PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. ALL HANDICAPPED PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS INDEX 17346.

1. A HORIZONTAL SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN WATER MAINS AND SANITARY SEWER.
2. ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, C-900.
3. ALL SANITARY SEWER WORK SHALL CONFORM WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARDS AND SPECIFICATIONS.
4. ALL SANITARY SEWER COVERS SHALL CONFORM TO ASTM A48 OR FED. SPEC. QO-1-652-B FRAME #160, COVER #145, USE 170-0 OR APPROVED EQUAL.
5. SANITARY SEWER MAINS AND LATERALS SHALL HAVE A MINIMUM COVER OF FOUR (4) FEET AND SHALL BE INSTALLED ACCOMPANIED BY A METAL TAPE SIMILAR TO "TERRATAPE" COLORED GREEN AND LAID ONE FOOT ABOVE THE PIPE.
6. ALL PIPING SHALL BE COLOR CODED IN ACCORDANCE WITH CITY OF TARPON SPRINGS UTILITIES STANDARDS:  
GREEN—RAW SEWAGE—PURPLE—EFFLUENT—BLUE—POTABLE WATER.
7. PIPE AND FITTINGS FOR P.V.C. GRAVITY SEWER PIPE SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION D-3034, SDR-35 PVC (GREEN COLOR)
8. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.

ALL DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI STANDARDS A21.51, MINIMUM PRESSURE CLASS 350.

CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY ADJUSTING THE WATER LINES AS NECESSARY.

CONTRACTOR TO INSTALL TEMPORARY BLOW-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.

SUPPLEMENTALS SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS.

MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE CITY OF TARPON SPRINGS CODES, PLANS, AND WATER DEPT. SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF AND ALL SUPPLEMENTAL SPECIFICATIONS THERETO. APPROVAL AND CONSTRUCTION OF ALL POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE CITY OF TARPON SPRINGS WATER DEPARTMENT.

1. THE PROJECT IS TO BE COMPLETED IN ONE PHASE.
2. NO OUTSIDE BURNING WILL BE ALLOWED.
3. THE SOIL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED PRIOR TO CONSTRUCTION, MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL THE SITE IS PERMANENTLY STABILIZED.
4. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATION, ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) AND CITY OF TARPON SPRINGS SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE RESOURCES FOUND ON THE SITE.
5. PRIOR TO CONSTRUCTION, A BUILDING PERMIT SHALL BE OBTAINED FOR ALL STRUCTURES THAT HAVE FOOTER, REGARDLESS OF SIZE, THROUGH CITY OF TARPON SPRINGS CENTRAL PERMITTING. (I.E. INCLUDING BUT NOT INCLUSIVE BUILDINGS, ACCESSORIES, AND RETAINING WALLS)
6. IT IS THE OWNER'S RESPONSIBILITY (OR "RESPONSIBLE ENTITY") IS TO INSPECT AND MAINTAIN THE WATER RETENTION SYSTEM ON A REGULAR BASIS.
7. ALL SLOPPED SLOPES OVER 4 TO 1, SHALL BE INSTALLED WITH SOO FEES.
8. ALL DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
9. OFF SITE DISTURBED AREAS MUST BE RESTORED AT LEAST TO PRE-EXISTING CONDITIONS OR BETTER.
10. THERE WILL BE NO LIGHT SPILLAGE OR GLARE BEYOND THE PROJECT SITE.
11. ANY PORTION OF THIS SITE UPON WHICH DEVELOPMENT HAS COMMENCED, BUT NOT CONTINUED FOR A PERIOD OF 30 DAYS, SHALL BE PLANTED WITH A GRASS SPECIES OR GROUND COVER TO PREVENT EROSION AND ENCOURAGE SOIL STABILIZATION. ADEQUATE COVERAGE SHALL BE ACHIEVED WITHIN 45 DAYS. FUGITIVE DUST SHALL BE CONTROLLED AS APPROPRIATE USING FED APPROVED METHODS.
12. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LIMIT FUGITIVE DUST AND OTHER PARTICULATE EMISSIONS FROM THE SITE. PRECAUTIONS MAY INCLUDE, BUT SHALL NOT BE LIMITED TO SPRINKLING, IRRIGATION, GRASSING AND MULCHING.
13. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF THE PRESENCE OF STATE AND FEDERALLY PROTECTED PLANT AND/OR ANIMAL SPECIES IS DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND CITY OF TARPON SPRINGS SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE PLANT AND/OR ANIMAL SPECIES FOUND ON THE SITE.
14. ANY LIGHTING USED TO ILLUMINATE ANY PARKING AREA SHALL BE SO ARRANGED AS TO DIRECT AND/OR SHIELD LIGHT AWAY FROM ADJOINING RESIDENTIAL PREMISES AND RIGHT-OF-WAY.

**NOTES:**

- \* The Contractor shall not pave over soil cement base until a 30 day curing time has elapsed
- \*\* Maximum strength limits, as established by soils testing company, shall not be exceeded
- \*\*\* Should any of the information provided herein conflict with either the recommendations of the Geotechnical Engineer, and/or the Geotechnical Report, then the aforementioned recommendation will supercede this "TESTING SCHEDULE GUIDE"

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NOT VALID UNLESS SIGNED  
& EMBOSSED BY A

SCALE AS SHOWN	SHEET NO. D
C-000	
OF	2/11







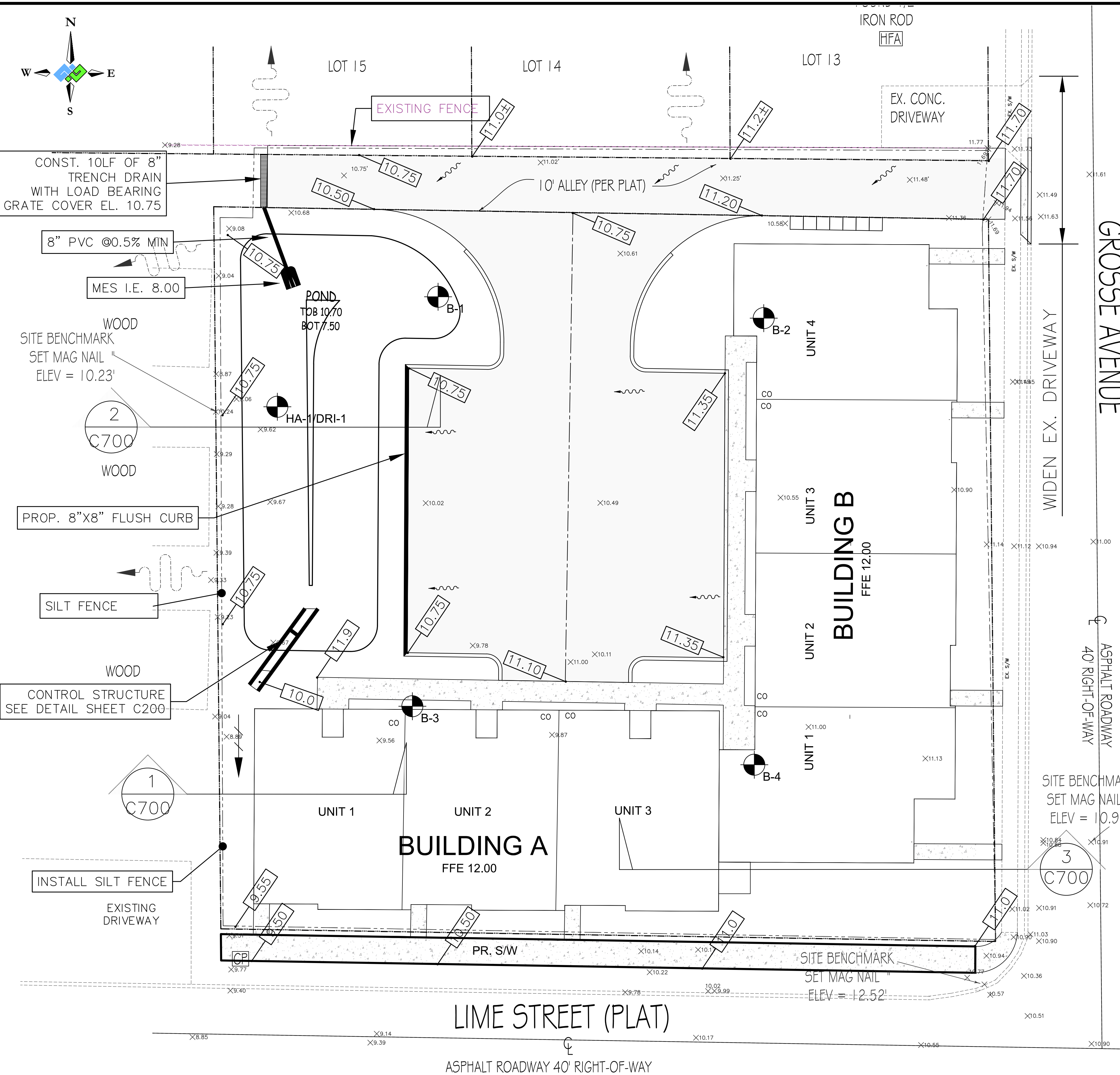
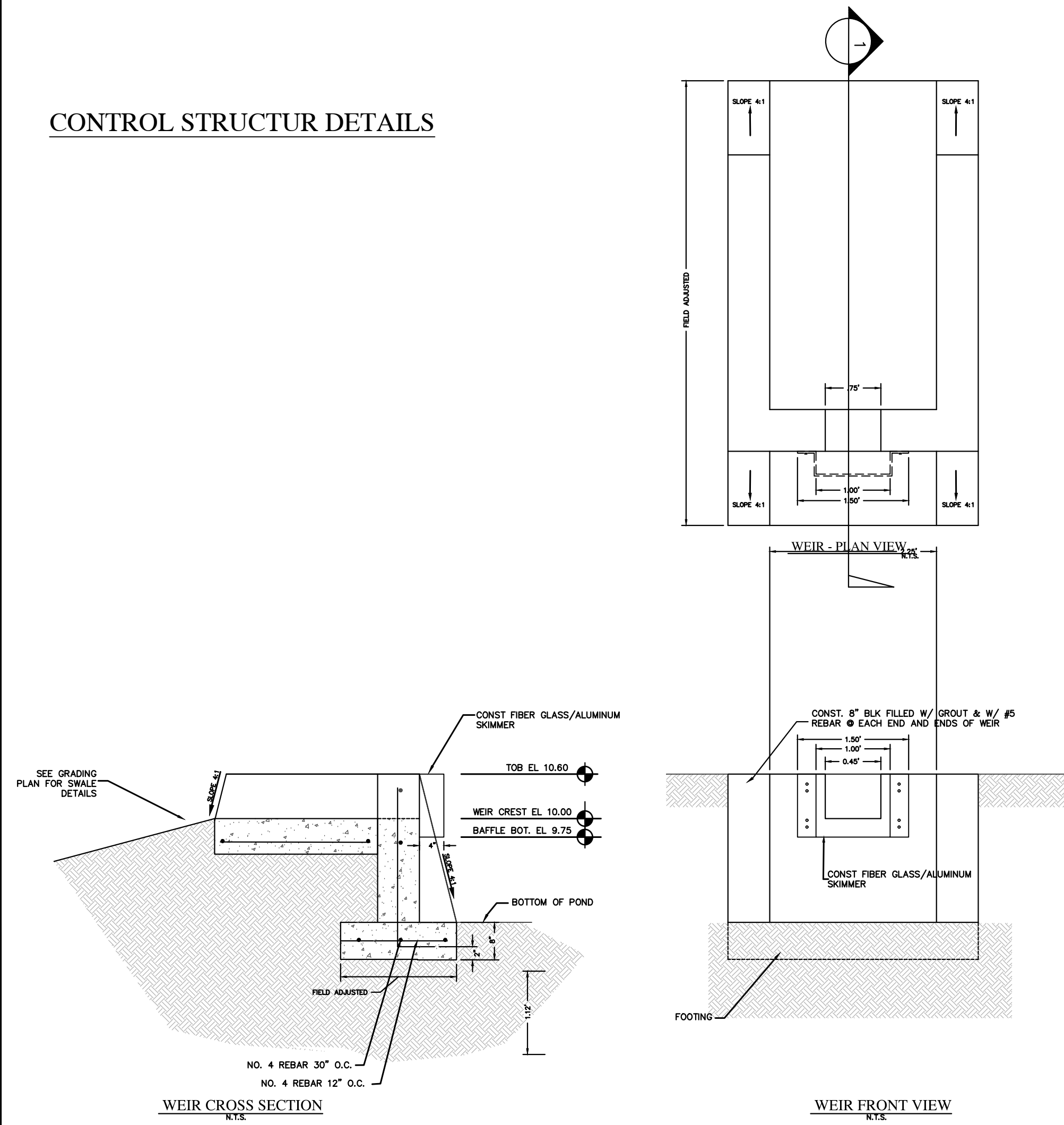
GRADING LEGEND

EL	ELEVATION
TYP	TYPICAL
CO	CLEANOUT
IE	INVERT ELEVATION
HC	HANDICAP
X+9.58	EXISTING ELEVATION
10.25	PROPOSED SPOT ELEVATION
[Grid Symbol]	DRAINAGE INLET
[U Shape Symbol]	MITERED END SECTION
[Arrow Symbol]	PROPOSED SWALE STORMWATER FLOW
[Wavy Line Symbol]	EXISTING SWALE STORMWATER FLOW
[Dashed Line Symbol]	SURFACE STORMWATER FLOW
[Triangle Symbol]	DIRECTION OF STORM WATER FLOW
SD	STORM DRAIN
HCAP	HELICALLY CORRUGATED ALUMINUM PIPE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
FFE	FINISH FLOOR ELEVATION
S/W	SIDEWALK
ST-50	STORM SEWER STRUCTURE NUMBER
[Dashed Line Symbol]	EROSION CONTROL
[Stippled Area Symbol]	CONCRETE PAVEMENT
[Solid Grey Area Symbol]	ASPHALT PAVEMENT
[White Area Symbol]	EX. ASPHALT PAVEMENT
[Dot Symbol]	LOCATION OF GEOTECHNICAL BORINGS
[Wavy Line Symbol]	EX. SURFACE RUNOFF FLOW PATTERN

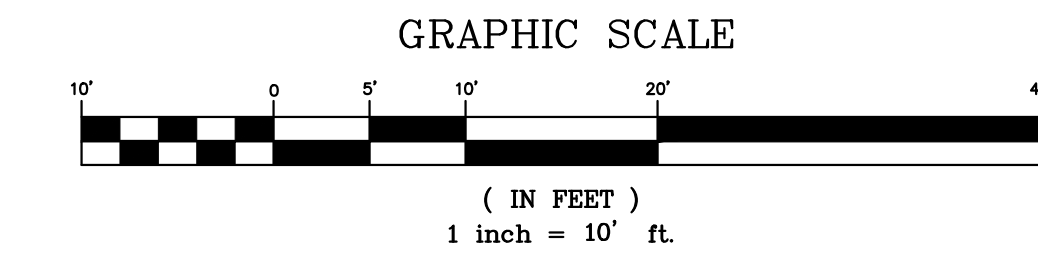
NOTES:

- MINIMUM STANDARDS FOR THE IMPROVEMENT OF THE ALLEY
  - ROADWAY SHALL HAVE A BASE OF COMPACTED, CRUSH CONCRETE OR OTHER SUITABLE MATERIAL. THE THICKNESS SHALL BE 6 INCHES
  - THE ROADWAY SHALL HAVE A SURFACE TREATMENT OF ASPHALT. THE THICKNESS SHALL BE 1.5 INCHES.
  - THE ROADWAY SHALL HAVE A TYPICAL CROWN DESIGN AND BE GRADED TO THE POND, AS THE CITY HAS NO INFRASTRUCTURE IN THAT AREA
  - THE ROADWAY SHALL BE CONSTRUCTED THE ENTIRE LENGTH OF THE PROPERTY LINE.
- ALL RUNOFF FROM ROOFS AND PAVEMENTS AREAS ARE TO BE ROUTED TO THE ON-SITE POND.
- SOD ALL RIGHT-OF-WAY AREAS DISTURBED BY CONSTRUCTION AND NOT OTHERWISE PAVED OR PLANTED. NO MULCH SHALL BE PLACED WITHIN RIGHT-OF-WAY.
- ALL PROPOSED SIDEWALK SHALL MEET ADA REQUIREMENTS

CONTROL STRUCTUR DETAILS



FLOOD ZONE: THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE X ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 12103C0019H EFFECTIVE 8/24/2021 FOR CITY OF TARPON SPRINGS, FLORIDA



ISSUED FOR:  
**PERMITTING**

NO.	DATE	DESCRIPTION
1	10/25/21	PRELIMINARY SITE PLAN COMMENTS
2		
3		
4		
5		
6		
7		
8		
9		

PROJECT NAME: SUZANA APARTMENT -2  
PROJECT LOCATION: CITY OF TARPON SPRINGS  
SHEET NAME: PAVING, GRADING & DRAINAGE PLAN

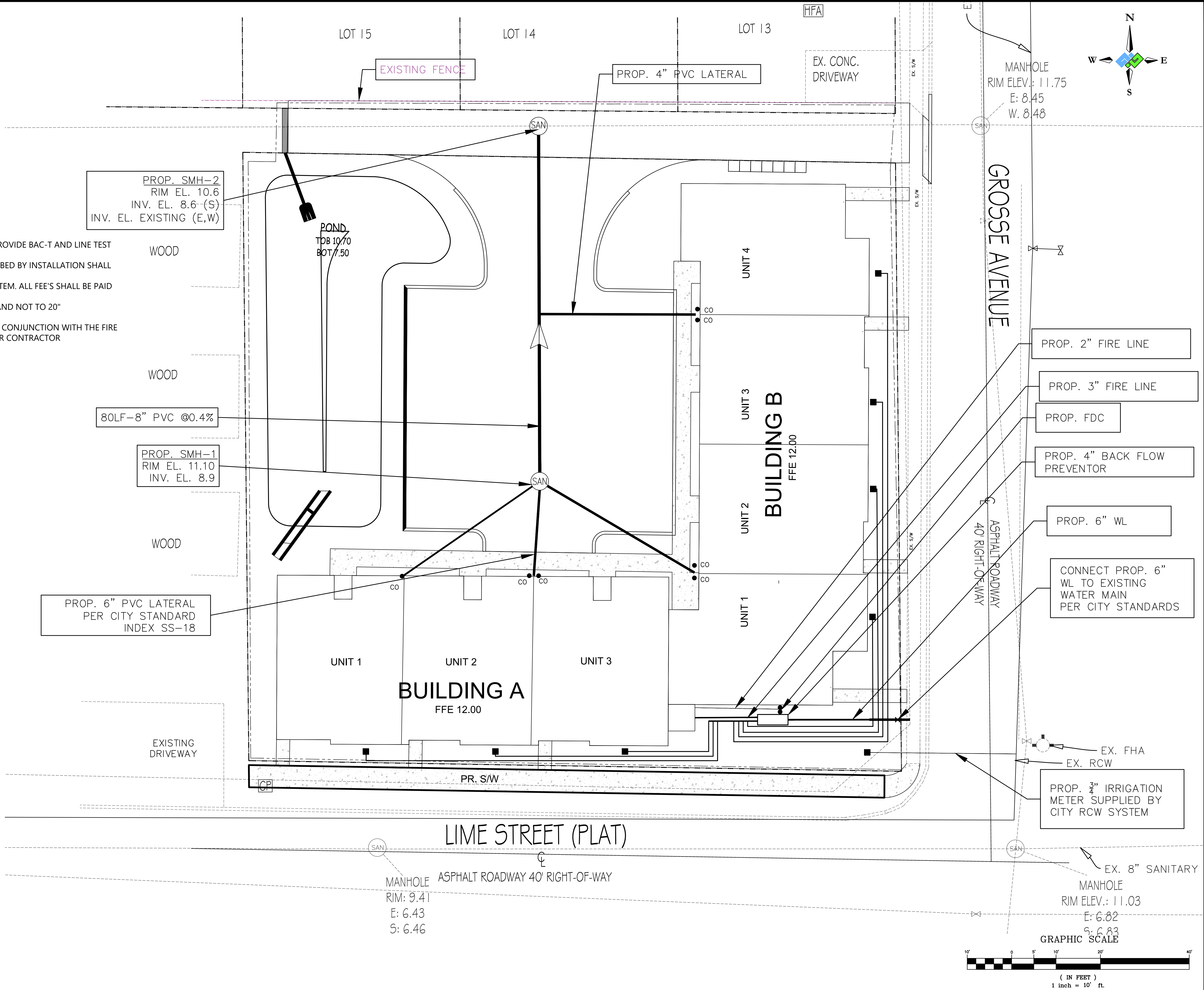
PREPARED FOR: DOUBLE R & D PROPERTY GROUP LLC  
PREPARED BY: GHAFARI  
2166 W. BUCH BLVD. SUITE 200  
TAMPA, FL 33612  
WWW.GHAFARI.NET 813-295-1200  
ENGINEERING CONSULTING ONE PROJECT AT A TIME  
NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER

SCALE: AS SHOWN  
SHEET SIZE: D  
SHEET: C-200  
OF: 4/11



**CITY NOTES:**  
1- ALL CONNECTIONS MADE BY CONTRACTOR. PROVIDE BAC-T AND LINE TEST DATA FOR WATER.  
2- SEWER LINE INSPECTIONS. ALL AREAS DISTURBED BY INSTALLATION SHALL BE RESTORED BY THE CONTRACTOR.  
3- 48 HOURS NOTICE FOR CONNECT TO CITY SYSTEM. ALL FEE'S SHALL BE PAID PRIOR TO CONNECTION.  
4- WATER CONNECTION SHALL BE TO EX. 6" WL AND NOT TO 20" TRANSMISSION  
5- FIRE LINE SHALL BE PERMITTED SEPARATELY IN CONJUNCTION WITH THE FIRE SPRINKLER DESIGN BY A LICENSED FIRE SPRINKLER CONTRACTOR

- UTILITY LEGEND**
- EXISTING SIGNAGE
  - EXISTING UTILITY POLE
  - EXISTING GUY W/ WIRE
  - EXISTING WATER MAIN
  - EXISTING SANITARY MAIN
  - EXISTING OVER HEAD WIRES
  - EXISTING CHECK VALVE
  - EXISTING GATE VALVE
  - EXISTING FIRE HYDRANT
  - EXISTING REDUCER
  - EXISTING BLOWOFF
  - EXISTING WATER METER
  - EXISTING SANITARY MANHOLE
  - EXISTING SANITARY CLEANOUT
  - SS SANITARY SEWER
  - PROPOSED CLEANOUT - CO
  - SSMH PROP. SANITARY SEWER MANHOLE
  - PROPOSED GATE VALVE
  - PROPOSED FIRE HYDRANT
  - PROPOSED REDUCER
  - PROPOSED BLOWOFF
  - PROPOSED WATER METER
  - PROPOSED BACKFLOW PREVENTOR
  - WL WATER LINE
  - PROPOSED DOUBLE WATER SERVICE
  - PROPOSED SINGLE WATER SERVICE
  - PROPOSED SINGLE SANITARY SERVICE
  - EXIST. / PROPOSED DOUBLE SANITARY SERVICE
  - PROP. SANITARY MANHOLE
  - PLUG VALVE
  - FLOW DIRECTION



ISSUED FOR: PERMITTING									



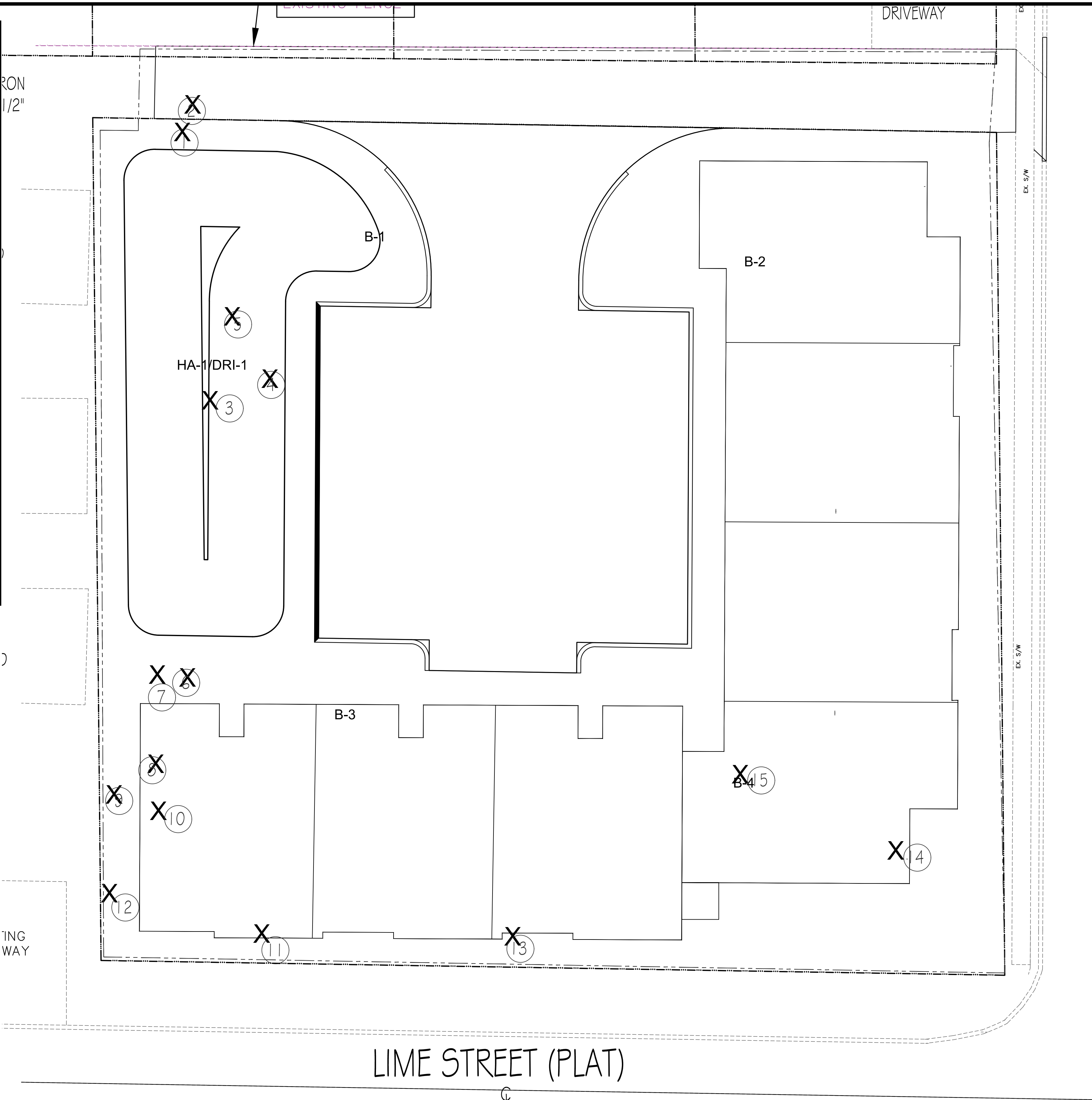
SUZANA 2 - TREE ASSESSMENT

GROSSE AVE AND LIME ST								
Arborist - Jesse Barnett (FL-9692A)								
Tag #	Common Name	Scientific Name	DBH	Note	Condition 1	Condition 2	Condition 3	Recommendations
4 inch to less than 8 inch								
2	Laurel oak	Quercus laurifolia	8in		fighting for space	poor canopy		removal
8 inch to less than 15 inch								
3	palm	Sabel palmetto	12in		dead fronds	fighting for space	vines	removal
4	palm	Sabel palmetto	12in		fighting for space			removal
5	palm	Sabel palmetto	12in		fighting for space			removal
6	palm	Sabel palmetto	12in		fighting for space	growing into powerlines		removal
7	palm	Sabel palmetto	12in		fighting for space	powerlines		removal
8	palm	Sabel palmetto	12in		fighting for space	growing into powerlines		removal
9	palm	Sabel palmetto	12in		fighting for space	growing into powerlines		removal
10	palm	Sabel palmetto	12in		fighting for space	growing into powerlines		removal
11	palm	Sabel palmetto	12in		fighting for space	growing into powerlines		removal
13	palm	Sabel palmetto	12in		growing into powerlines	dead fronds		removal
14	Laurel oak	Quercus laurifolia	12in		cactus vine	hardwood rot	deadwood	removal
15	Laurel oak	Quercus laurifolia	12in		fighting for space	deadwood		removal
15 inch to less than 25 inch								
25 inch and greater								
1	live oak	Quercus virginiana	46in	Already removed by direction of shannon brewer	broken top			removal
12	live oak	Quercus virginiana	38in		fighting for space	growing into powerlines		remove due to lack of space
TOTAL NUMBER OF TREES								

NOTES:

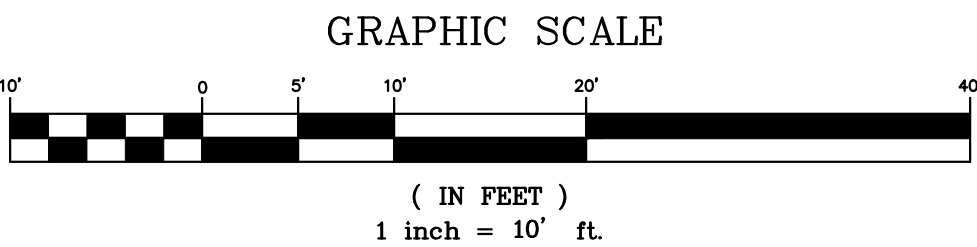
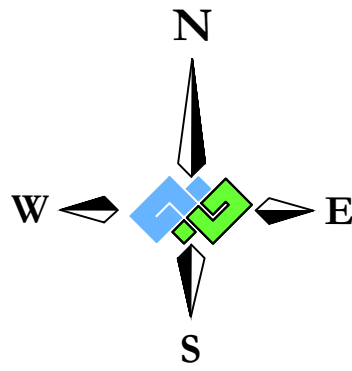
CONTRACTOR SHALL INSTALL SEDIMENTATION CONTROL FACILITIES OR OTHER CONTROL MEASURES (SILT FENCES, HAY BALES, ETC.) TO PROTECT AGAINST SEDIMENT DISCHARGES DURING CLEARING AND CONSTRUCTION TO PROTECT DRAINAGE FACILITIES DURING DEVELOPMENT. NO GRADING, CLEARING, OR FILLING SHALL BE COMMENCED UNTIL CONTROL MEASURES HAVE BEEN INSPECTED BETWEEN THE DISTURBED AREA AND ANY INLETS, WATERBODIES, WATERCOURSES, AND WETLANDS

BEFORE DEVELOPMENT, LAND CLEARING, FILLING OR ANY LAND ALTERATION, A PERMIT SHALL BE REQUIRED, AND SUITABLE PROTECTIVE TREE BARRIERS SHALL BE ERECTED BY THE DEVELOPER. THE PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES, AND ALL OTHER PROTECTED VEGETATION INCLUDING WETLANDS DURING SITE CLEARING TO CREATE A PROTECTIVE RADIUS AND SHALL REMAIN IN PLACE UNTIL LAND ALTERATION, SITE CLEARING, AND CONSTRUCTION ACTIVITIES ARE COMPLETE.



LANDSCAPE LEGEND

- EXISTING 13" OAK TO REMAIN
- EXISTING 13" OAK TO BE REMOVED



ISSUED FOR:  
**PERMITTING**

9	8	7	6	5	4	3	2	1	NO.	DATE

PROJECT NAME:  
SUZANA APARTMENT 2

PROJECT LOCATION:  
CITY OF TARPON SPRINGS

SHEET NAME:  
TREE REMOVAL PLAN

PREPARED FOR:  
DOUBLE R & D PROPERTY GROUP LLC

PREPARED BY:  
GHAFARI

2166 W. BUCH BLVD. SUITE 200  
TAMPA, FL 33612  
WWW.GHAFARI.NET 813-935-1200

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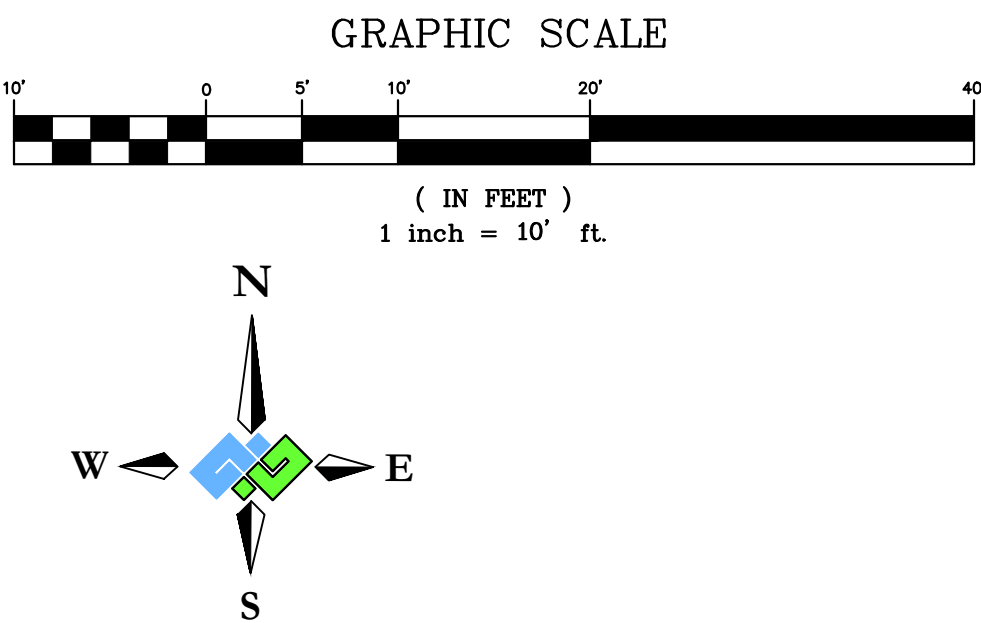
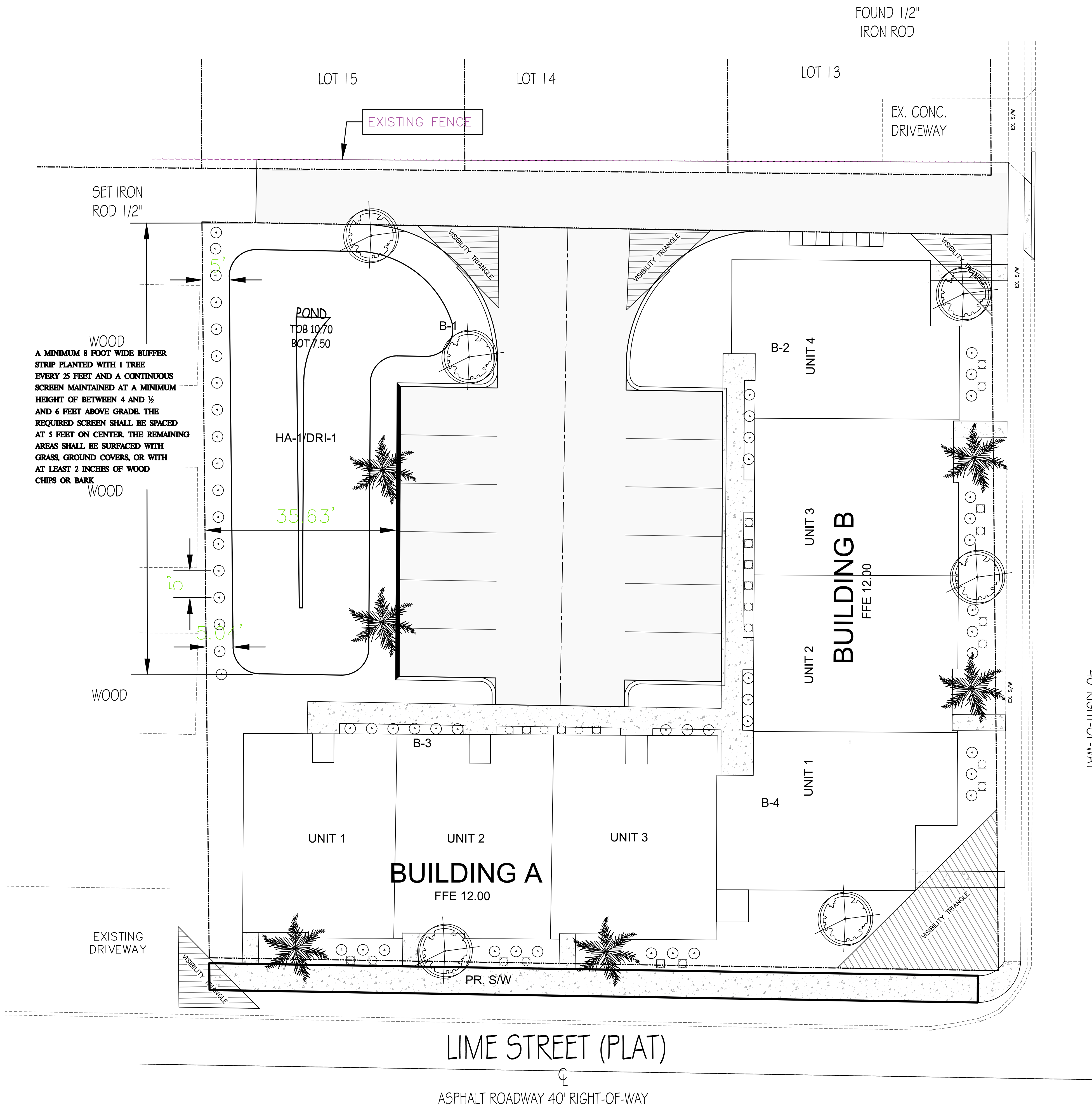
SCALE:  
AS SHOWN

SHEET SIZE:  
D

SHEET  
C-400

OF  
6/11





PLANT LIST			
SYM	QTY	BOTANICAL/COMMON NAME	
	TBD	CORD GRASS	24" HT. 36" O.C.
	TBD	VIBURNUM OBOVATUM/WALTER'S VIBURNUM	24" HT. 36" O.C.
	0	QUERCUS VIRGINIANA / LIVE OAK (SHADE)	6-8' HT., 2" dbh 11 GAL. CONTAINER
	6	MAGNOLIA GRANDIFLORA / MAGNOLIA (SHADE)	6-8' HT., 2" dbh 11 GAL. CONTAINER
	6	LAGERSTROEMIA INDICA / CRAPE MYRTLE (ORNAMENTAL)	6-8' HT., 2" caliper 11 GAL. CONTAINER @ 8' O.C.
	TBD	BAHIA	

LANDSCAPE CALCULATIONS

Minimum Tree Planting as per LDC § 134.04

Lot Size (gross area in square feet) --> Tree Planting Minimum Requirements

0--6,000 --> 2

6,001--10,000 --> 4

10,001--15,000 --> 6

Over 15,000 --> 8\*

\*(One for each 2,000 square feet, or portion thereof, in excess of 15,000 square feet.)

Lot size: 20,139 sqft

Number of trees required: 10.05 tree

Retention/Detention Ponds as per LDC § 134.07

The number of required trees shall be determined by calculating 20% of the area of the retention/detention pond at the top of bank then dividing by 300 square feet per tree.

Pond area: 2341.4 sq ft

Number of trees required: 1.56 tree

TOTAL NUMBER OF TREES REQUIRED

10.05+1.56=11.61

12 TREE

TOTAL NUMBER OF TREES PROVIDED:

12TREE

PROPOSED GENERAL NOTES FOR PLANTING

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. SOAK IMMEDIATELY WITH WATER FOLLOWING PLANTING. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE. SCARIFY BASE OF PLANT PIT TO A DEPTH OF 8" MINIMUM. DO NOT BREAK ROOTBALL.

ADDITIONAL NOTES

ALL AREAS OF NEW PLANTING SHALL BE MULCHED WITH GRADE 'A' PINE BARK MULCH OR APPROVED EQUIVALENT AS MANDATED BY CITY OF TARPON SPRINGS. AREAS NOT PLANTED WITH TREES, SHRUBS, OR GROUND COVERS SHALL BE SODDED WITH BAHIA SOD. CONTRACTOR SHALL INSTALL NEW IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS.

NOTES:

1. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.

2. PRUNING OF A GRAND OAK, WITH THE EXCEPTION OF MINOR PRUNING, IS PROHIBITED UNLESS CONDUCTED IN ACCORDANCE WITH THE ANSI-A-300 PRUNING STANDARDS, AND PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA). A NOTARIZED AFFIDAVIT AFFIRMING AN ISA CERTIFIED ARBORIST OR AN ASCA REGISTERED CONSULTING ARBORIST WILL CONDUCT OR PROVIDE ONSITE SUPERVISION OF THE PRUNING SHALL BE SUBMITTED TO THE COUNTY PRIOR TO THE PRUNING OF A GRAND OAK. AN ISA CERTIFIED ARBORIST OR AN ASCA REGISTERED CONSULTING ARBORIST CONTRACTED BY A PROPERTY OWNER TO PRUNE A GRAND OAK SHALL ASSUME FULL RESPONSIBILITY FOR ALL PRUNING ACTIVITIES DETERMINED IN NONCOMPLIANCE WITH STANDARDS SPECIFIED WITHIN THE LAND DEVELOPMENT CODE.

3. MINOR PRUNING: THE PRUNING OF A TREE BY THE REMOVING BRANCHES MEASURED NO GREATER THAN THREE INCHES IN DIAMETER AT THE POINT OF CONNECTION TO A SUPPORTING BRANCH AND IN ACCORDANCE TO THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.

4. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, WITHIN THE DRIPLINE OF A TREE REMAINING ON SITE, UNLESS OTHERWISE APPROVED BY THE ADMINISTRATOR, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION, EXCEPT BY HAND, BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE.

5. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATIVE MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE. SODDING, PLUGGING, SPRIGGING OR SEEDING IS ACCEPTABLE FOR STABILIZATION; HOWEVER, SODDING MAY BE REQUIRED IN AREAS OF EROSION-PRONE SOILS OR WHERE SLOPES ARE GREATER THAN 5:1. VEGETATION OTHER THAN GRASS IS ACCEPTABLE UNLESS OTHERWISE SPECIFIED.

6. ALL AREAS NOT SHOWN WITH GROUND COVER, SHRUBS, OR TREES SHALL BE BAHIA SOD FOR EROSION CONTROL.

7. IN ORDER TO COMPLY WITH SECTION 4.01.05.A OF THE CITY OF TARPON SPRINGS LAND DEVELOPMENT CODE TO MINIMIZE SOIL EROSION PROPOSED LAND ALTERATION ACTIVITIES SHALL NOT UNNECESSARILY REMOVE EXISTING VEGETATION AND ALTER EXISTING TOPOGRAPHY. ADEQUATE PROTECTION MEASURES (I.E., HAY BALES, BARRIERS, SODDING AND SANDBAGGING) SHALL BE PROVIDED, AS NECESSARY, TO MINIMIZE EROSION AND DOWNSTREAM SEDIMENTATION CAUSED BY SURFACE WATER RUN-OFF ON EXPOSED LAND SURFACES

8. FOR COMMERCIAL SITE DEVELOPMENT PROJECTS, NO MORE THAN 50% OF THE LANDSCAPED AREA MAY BE 4. PLANTED WITH SHALLOW-ROOTED (I.E., ST. AUGUSTINE) TURF GRASS VARIETIES. THESE TURF GRASS VARIETIES SHALL BE CONSOLIDATED IN AND LIMITED TO AREAS THAT ARE PROVIDED WITH CENTRAL AUTOMATIC IRRIGATION SYSTEMS

9. THE CONSTRUCTION OF ALL ABOVE GROUND UTILITY APPURTENANCES VISIBLE FROM THE PUBLIC RIGHT-OF-WAY SUCH AS PEDESTALS, UTILITY METERS, TRANSFORMERS, BACK-FLOW PREVENTION DEVICES, ETC. FOR NEW DEVELOPMENT OR REDEVELOPMENT ACTIVITIES SHALL CONFORM TO SCREENING REQUIREMENTS AS OUTLINED IN SECTION 6.06.06.C.10 OF THE LAND DEVELOPMENT CODE. PLANT LOCATION MUST BE CONSIDERATE OF REQUIRED SPATIAL SEPARATIONS FROM A FIRE FLOW PROTECTION APPLIANCE IN ACCORDANCE TO THE UNIFORM FIRE CODE

ISSUED FOR:

PERMITTING

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
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8			
9			

PROJECT NAME:	SUZANA APARTMENT 2
PROJECT LOCATION:	CITY OF TARPON SPRINGS
SHEET NAME:	LANDSCAPE PLAN

DOUBLE R & D PROPERTY GROUP LLC

2166 W. BUCH BLVD. SUITE 200  
TAMPA, FL 33612  
WWW.GHAFARI.ET  
813-295-1200

GHAFARI  
ENGINEERING CONSULTING ONE PROJECT AT A TIME™  
CERTIFICATE OF PROFESSIONAL ENGINEERING  
NO. 00000000

PREPARED FOR:

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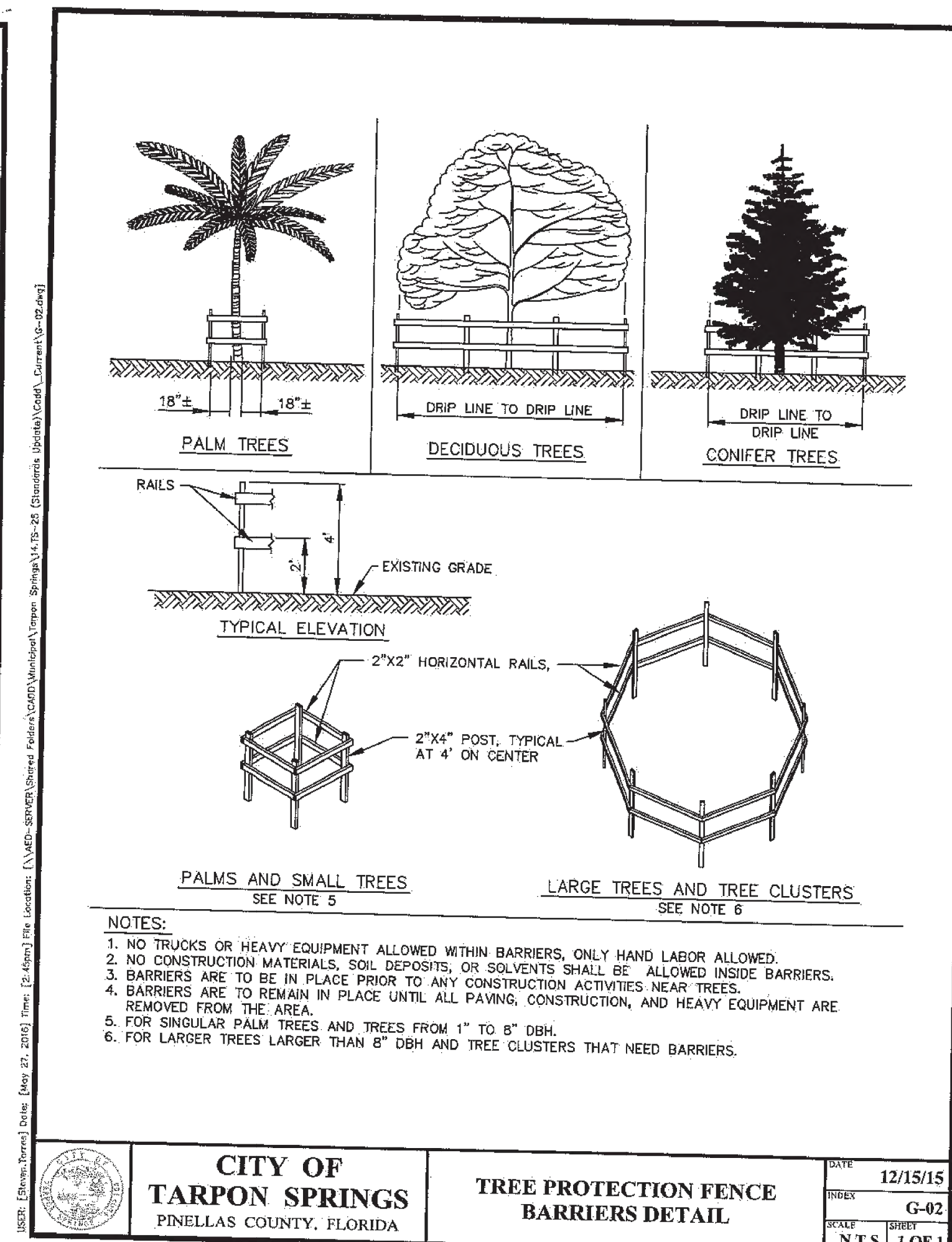
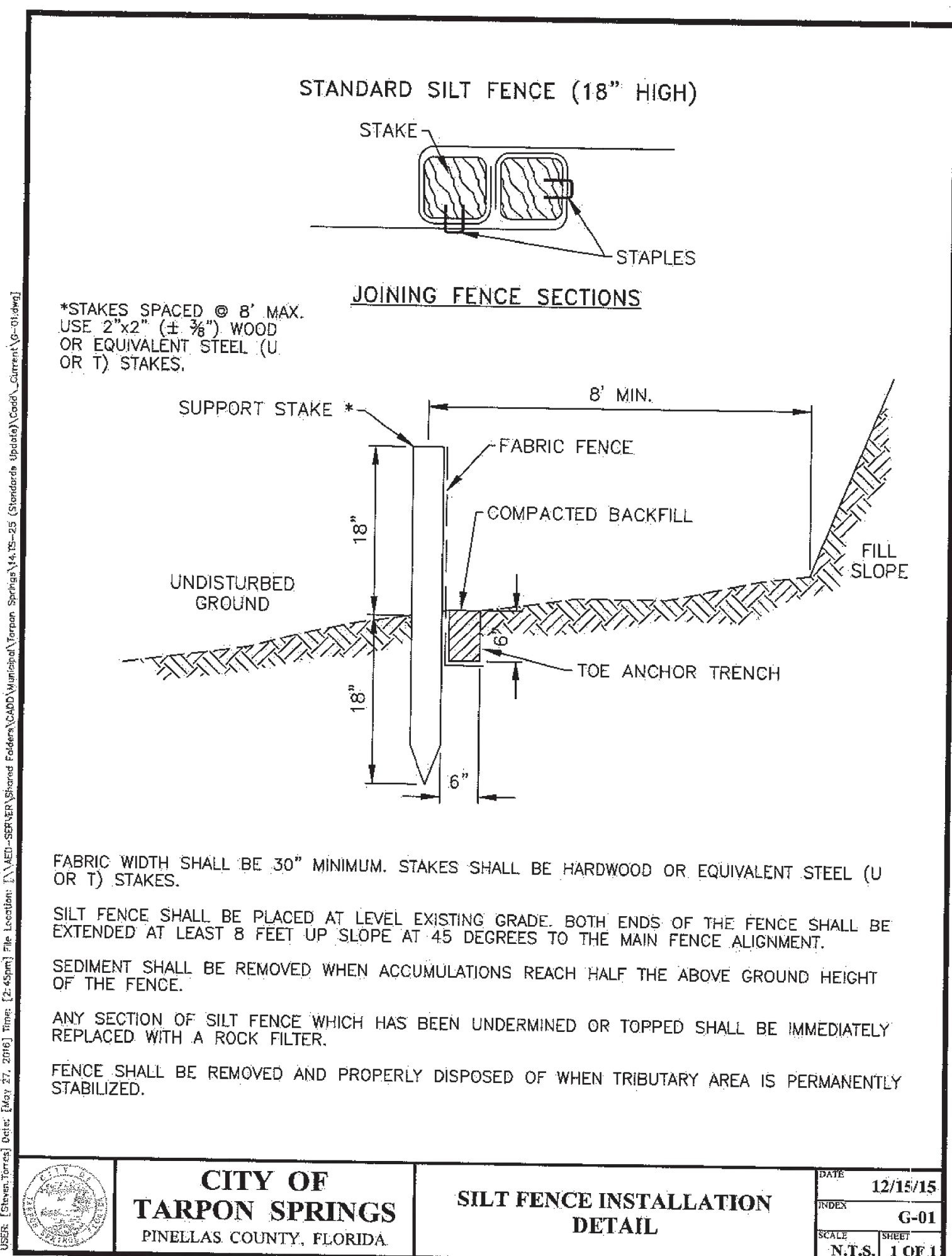
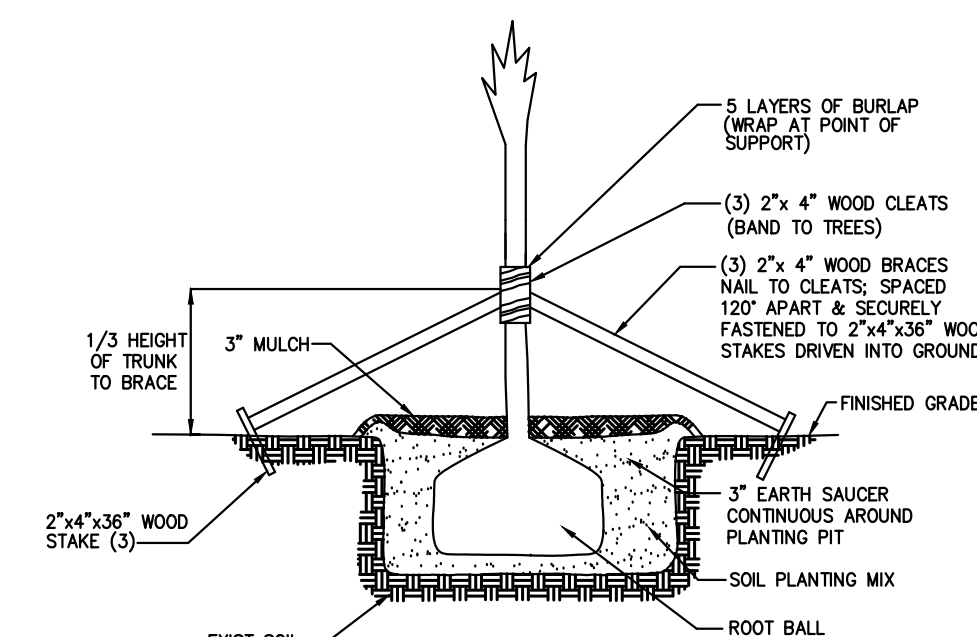
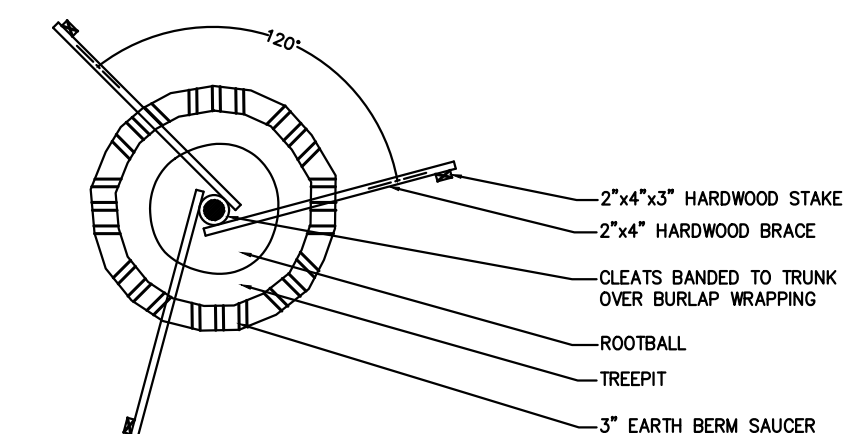
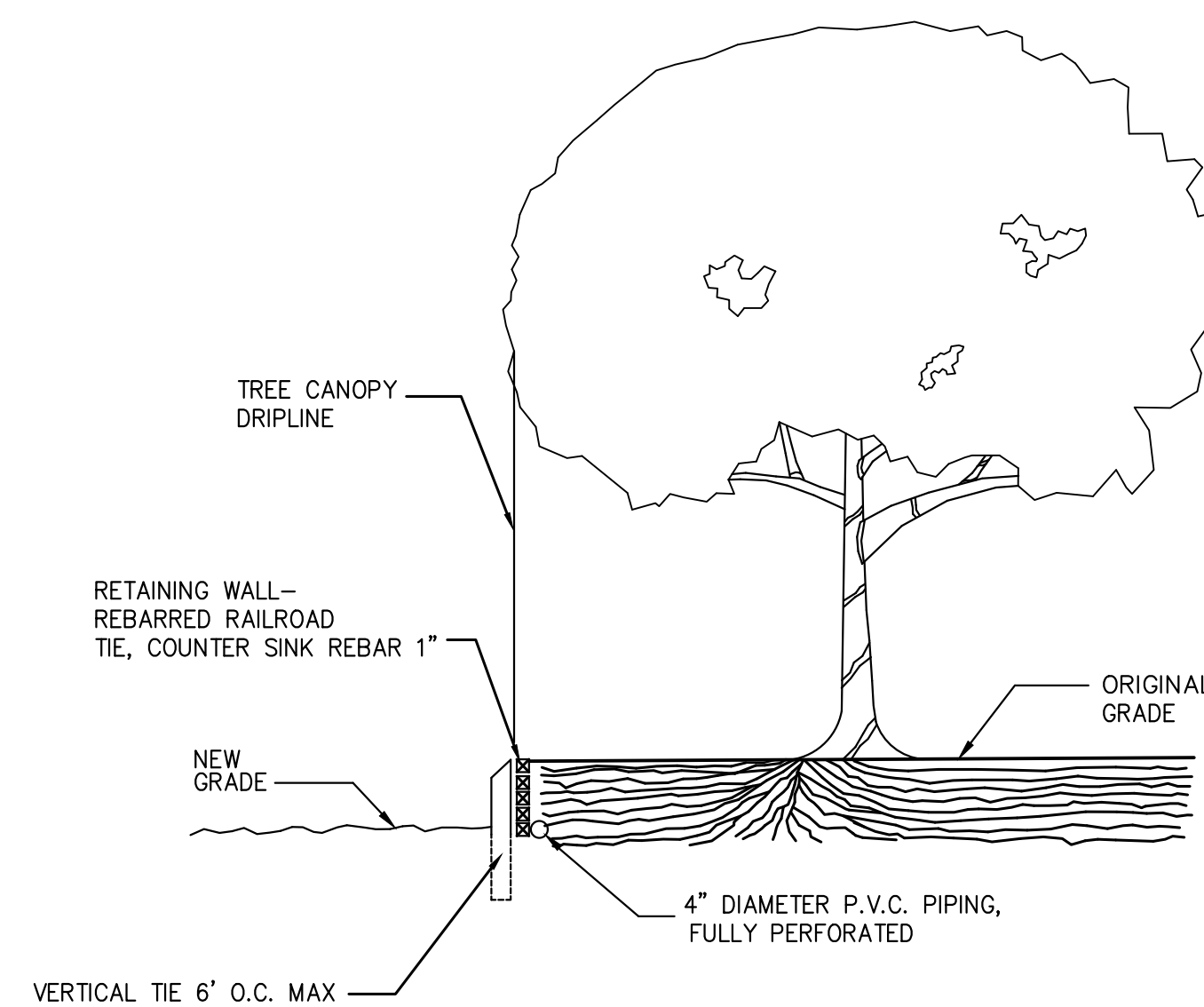
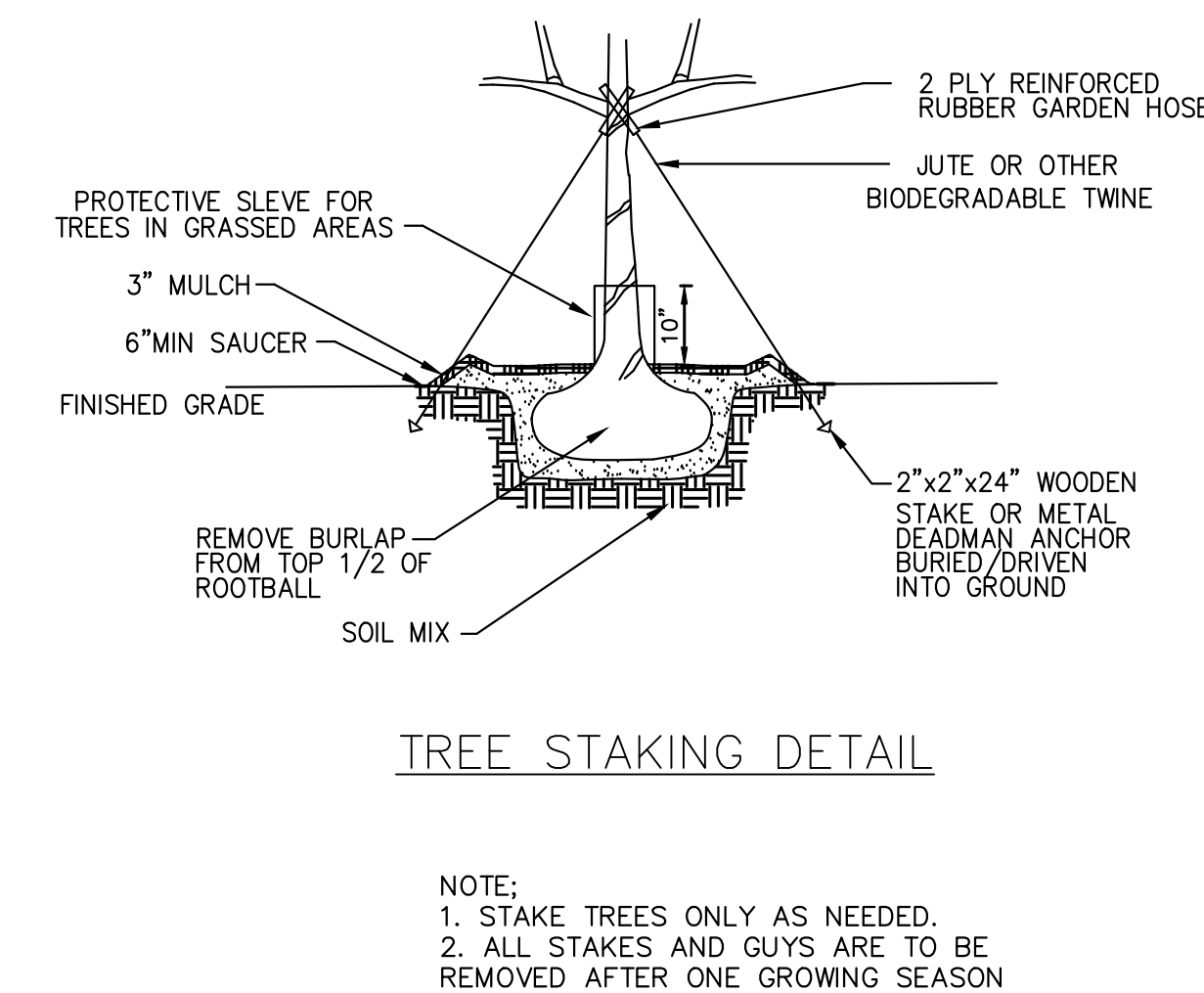
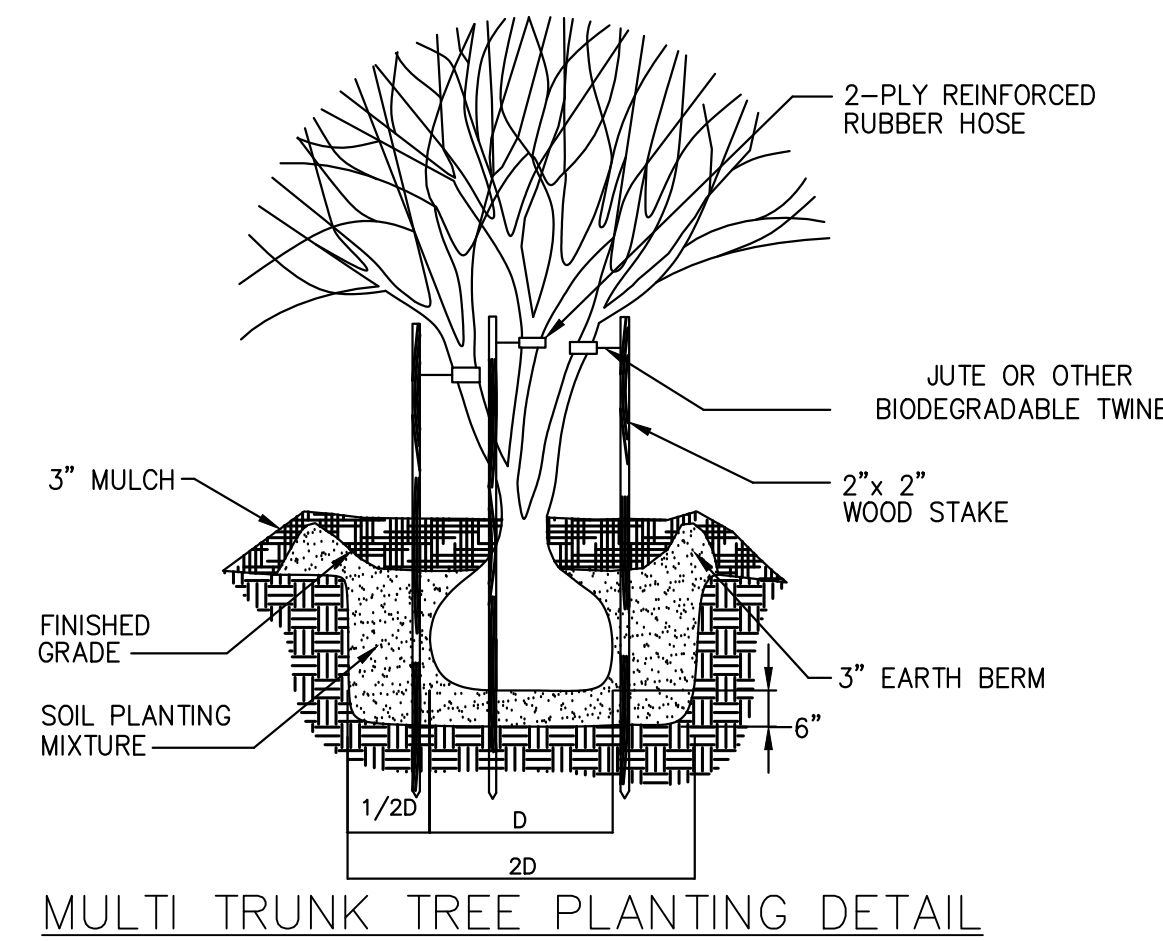
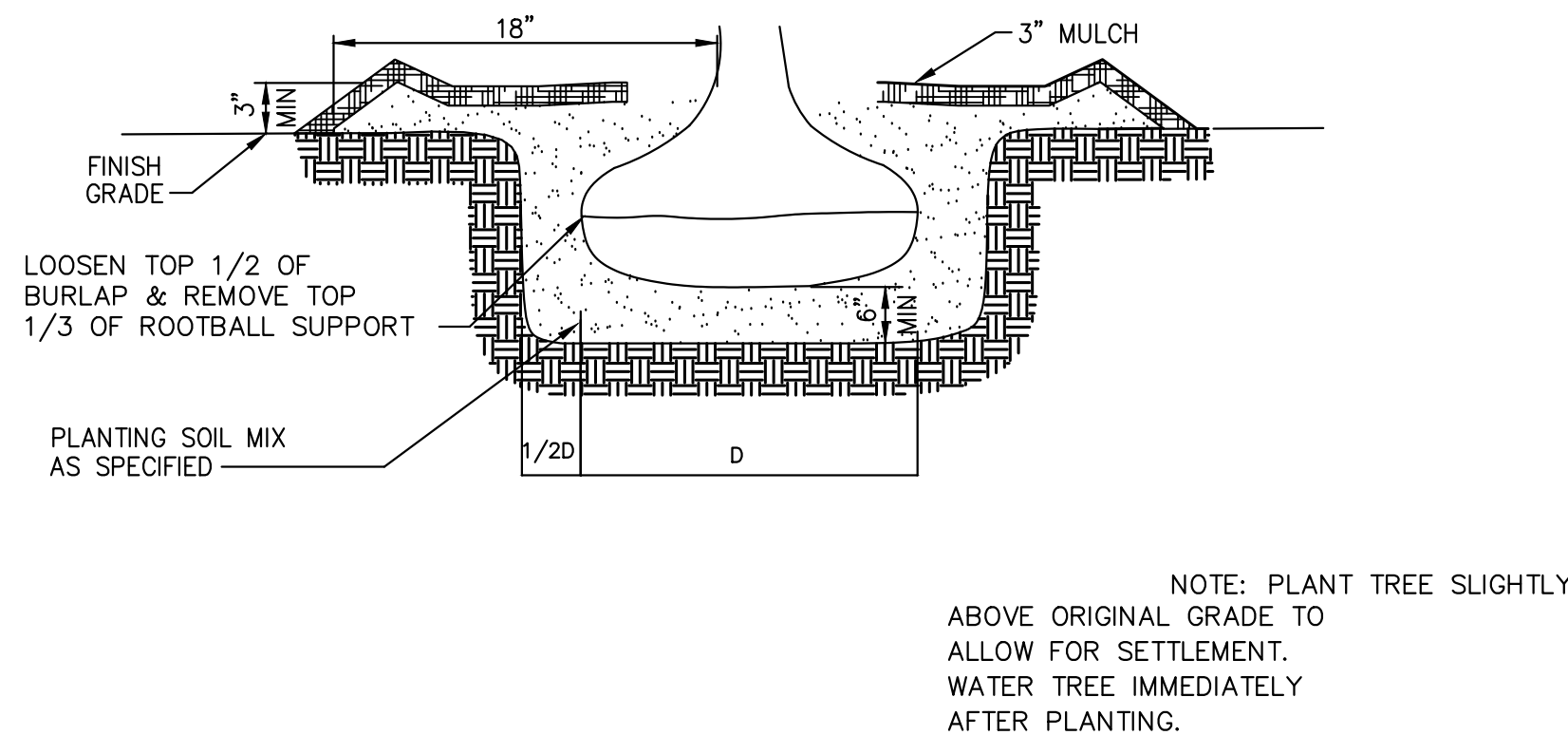
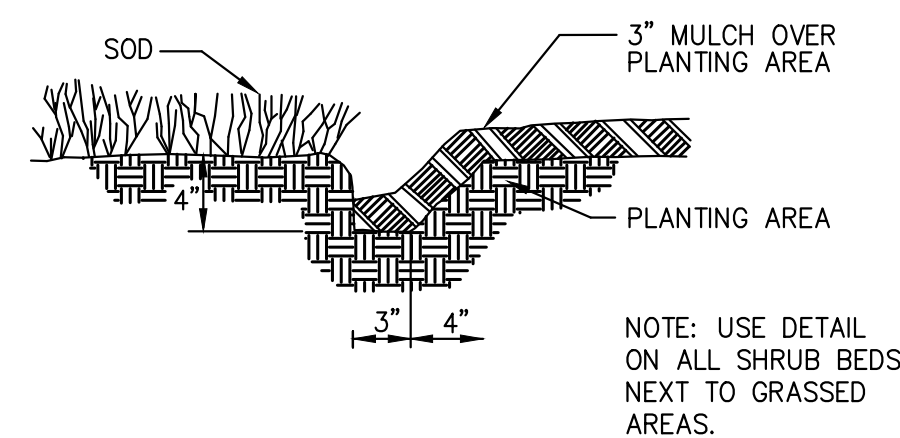
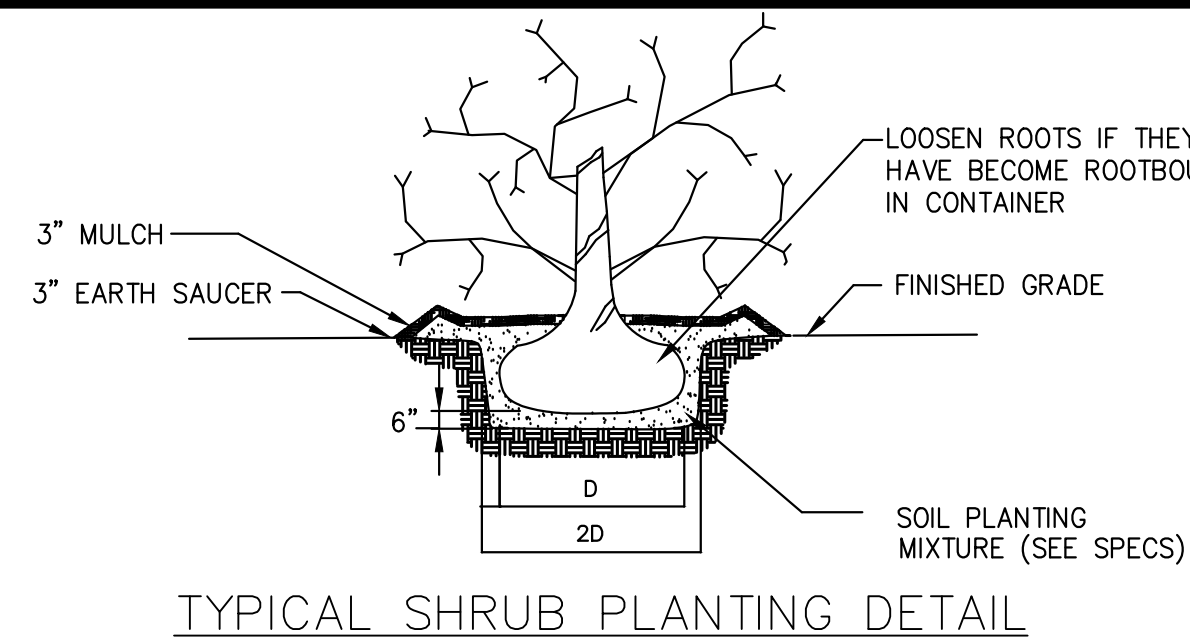
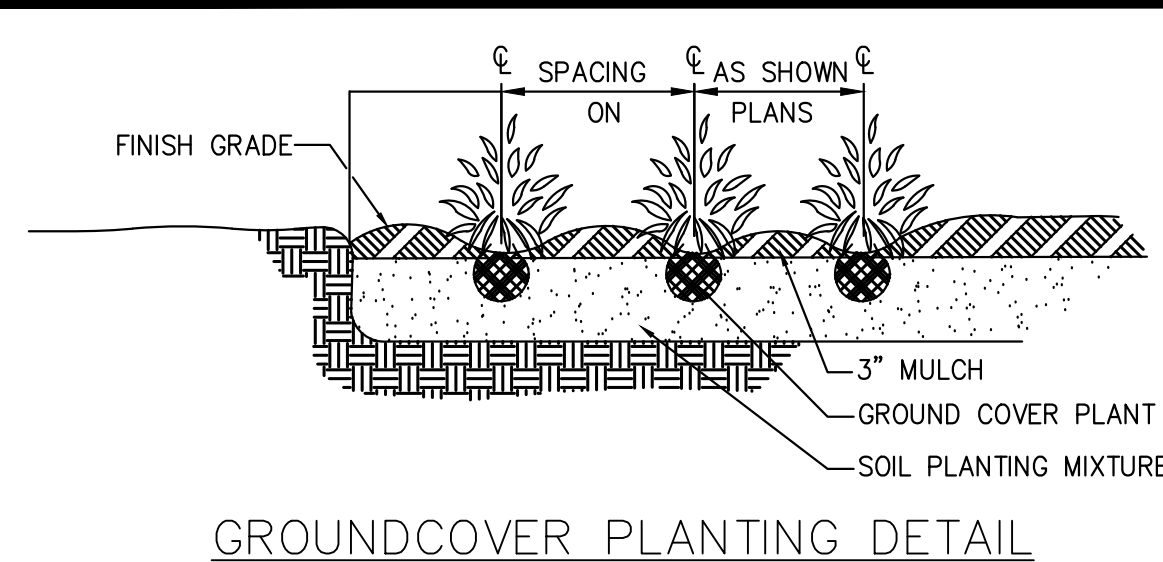
SCALE: AS SHOWN

SHEET SIZE: D

SHEET: C-401

OF: 7/11





Development and redevelopment on parcels shall comply with the following tree protection requirements:

- (A) It shall be unlawful for any person in the construction of any structures or other improvements to place solvents, material, construction machinery, or temporary soil deposits within 6 feet or  $\frac{1}{2}$  of the drip line, as defined herein, whichever is greater, of any protected tree.
- (B) Before development, land clearing, filling or any land alteration, a permit shall be required and suitable protective barriers shall be erected by the developer. The Protective barricades shall be placed around all Protected Trees, and all other protected vegetation including wetlands during site clearing to create a protective radius and shall remain in place until land alteration, site clearing and construction activities are complete. Barricades for the protective radius shall be erected at a minimum distance of twenty (20) feet from the edge of the trunk of protected trees. These protective structures shall remain until such time as they are authorized to be removed by the City Staff or until the issuance of a final Certificate of Occupancy. Also, during construction, no attachments or wires shall be attached to any tree so protected. Wood or metal shall be utilized in the construction of barriers except in the following cases:
1. Road right-of-way or utility easements may be ribboned by placing stakes a maximum of 30 feet apart and tying ribbon, plastic tape, or rope from stake to stake along the outside perimeters of such areas to be cleared.
  2. Large property areas separate from the construction or land clearing area into which no equipment will venture may also be barricaded as described in part (1) above.
  3. Wetlands must include silt screens placed landward of the jurisdictional line in addition to other required barricades.

Installation of artificial barriers such as protective barricades, fences, posts or walls shall not destroy or irreversibly harm the root system of Protected Trees. Footers for walls shall end at the point where larger roots are encountered, and the roots shall be bridged. Post holes and trenches located close to Protected Trees shall be adjusted to avoid damage to major roots.

- (A) Installation of artificial barriers such as protective barricades, fences, posts or walls shall not destroy or irreversibly harm the root system of Protected Trees. Footers for walls shall end at the point where larger roots are encountered, and the roots shall be bridged. Post holes and trenches located close to Protected Trees shall be adjusted to avoid damage to major roots.
- (B) All roots to be removed during the site clearing phase shall be severed clean at the perimeter of the designated protective radius.
- (C) A two-inch layer of mulch shall be applied over the surface of exposed roots of Protected Trees during the site clearing phase.
- (D) A protective dry well and drainage/aeration system shall be provided where Protected Trees will be adversely affected by raising the grade.
- (E) A protective retaining wall shall be constructed at the perimeter of the protective radius around a Protected Tree where the Protected Tree will be adversely affected by lowering the grade.
- (F) All trimming of Protected Trees during development shall be done by an ISA certified Arborist.

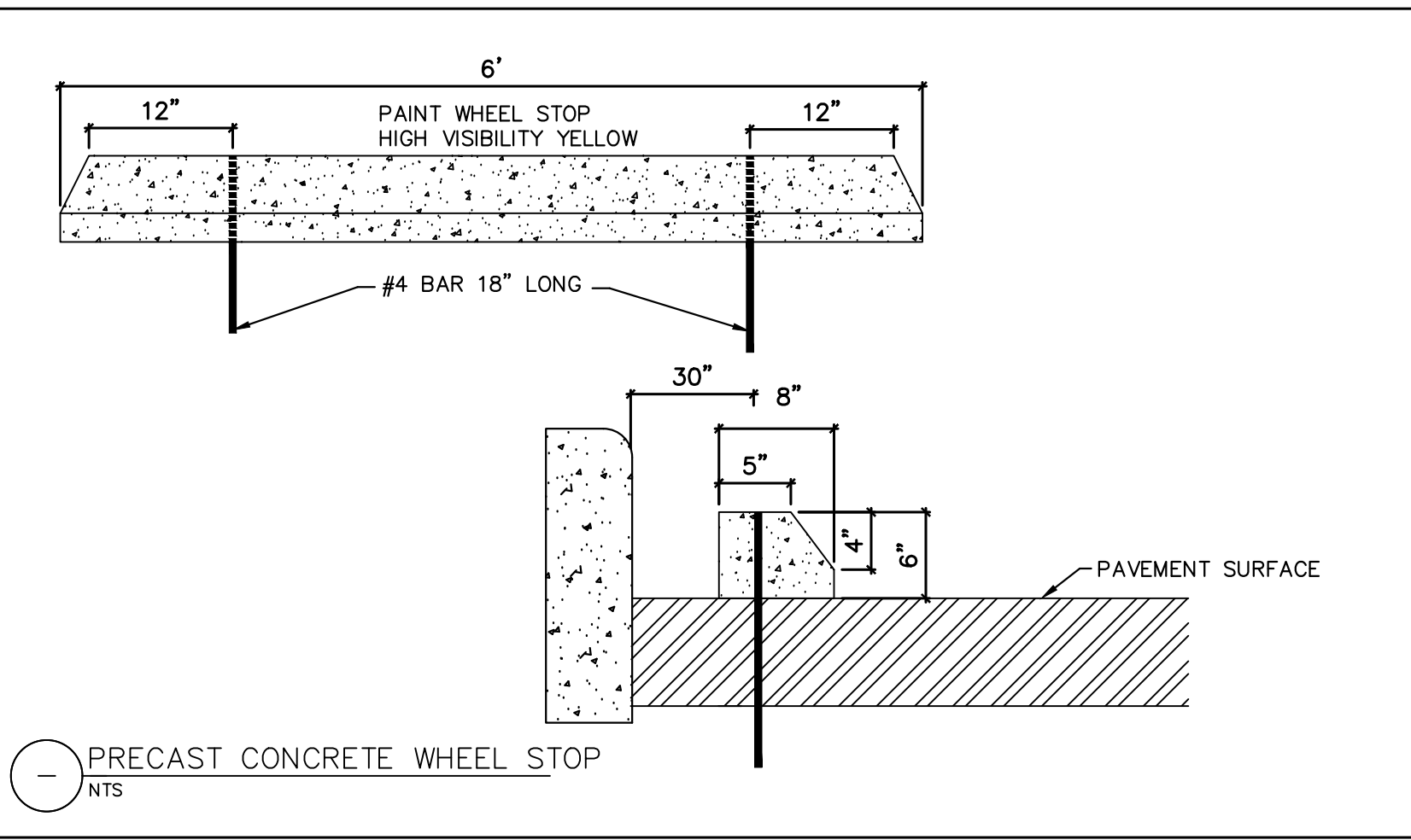
ISSUED FOR:		PERMITTING	
NO.	DATE	DESCRIPTION	BY
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PROJECT NAME:	SUZANA APARTMENT 2
PROJECT LOCATION:	CITY OF TARPON SPRINGS
SHEET NAME:	LANDSCAPE DETAILS

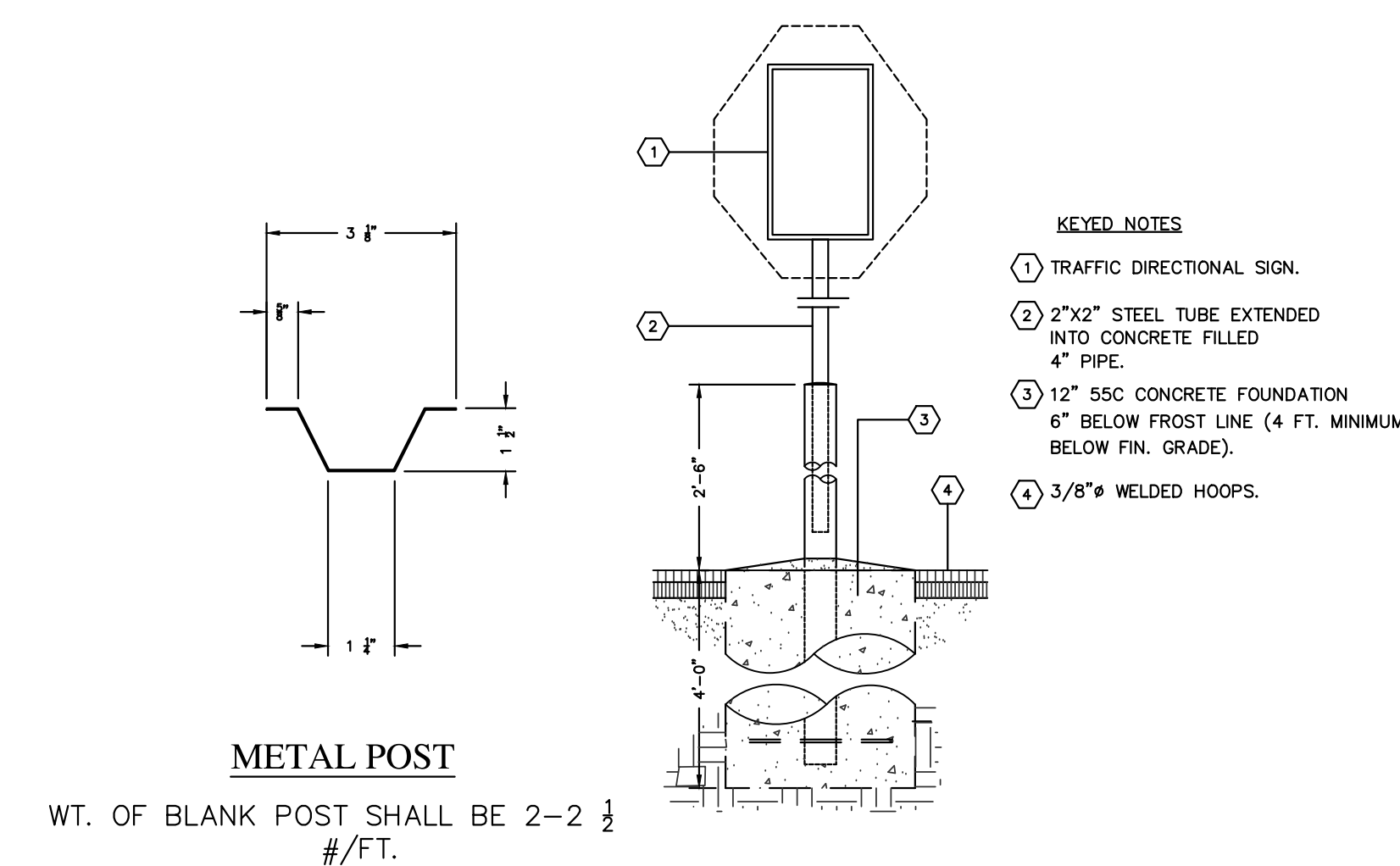
PREPARED FOR: **DOUBLE R & D PROPERTY GROUP LLC**  
 PREPARED BY: **GHAFARI**  
 ENGINEERING CONSULTING ONE PROJECT AT A TIME™  
 2166 W. BUCHER BLVD. STE. 200  
 TAMPA, FL 33612  
 WWW.GHAFARI.NET 813-935-1200  
 C. 00000000

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SHEET		C-410	
OF		8/11	



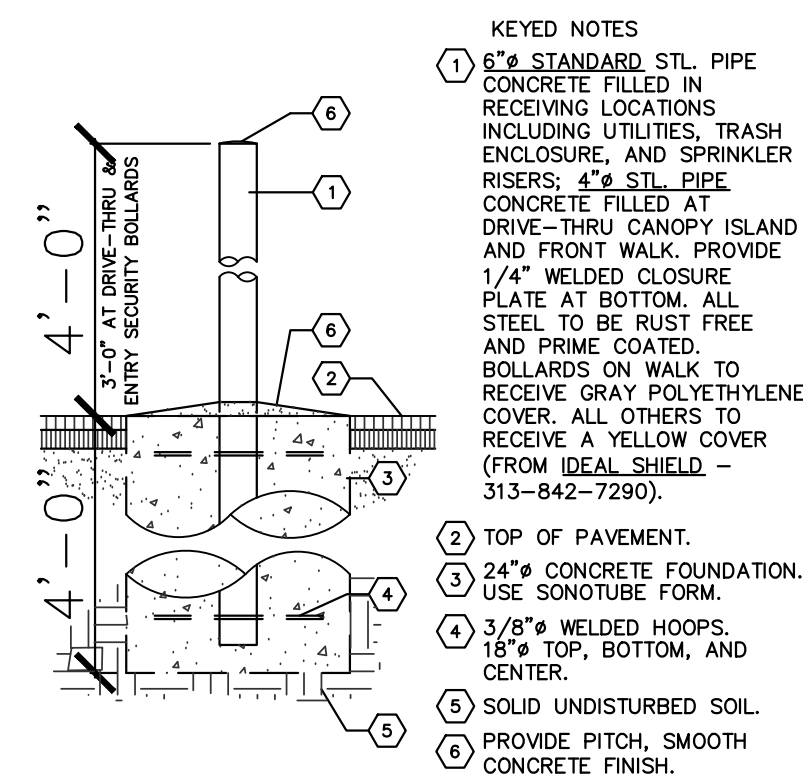


PRECAST CONCRETE WHEEL STOP  
NTS

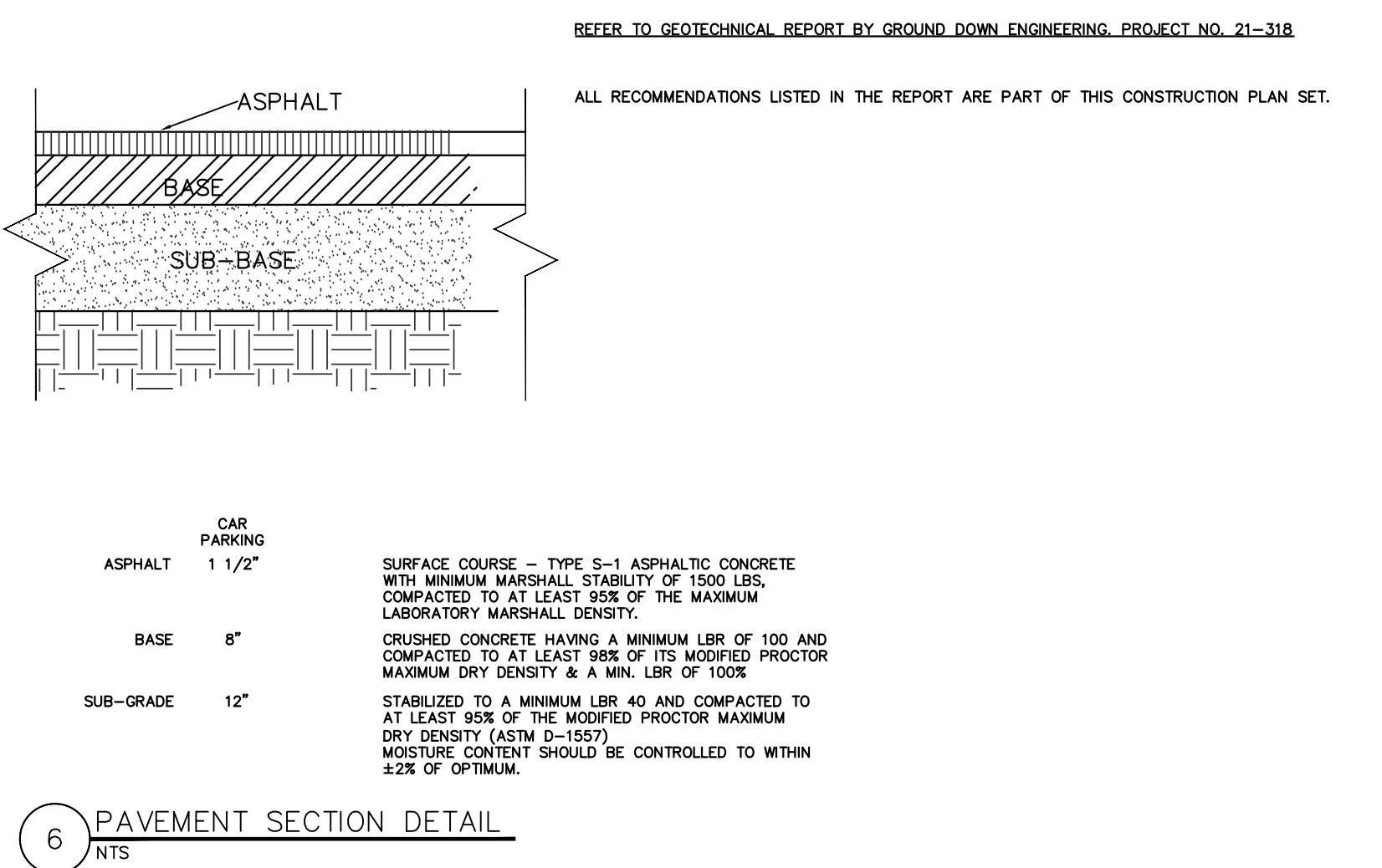


METAL POST  
WT. OF BLANK POST SHALL BE 2-2 1/2 #/FT.

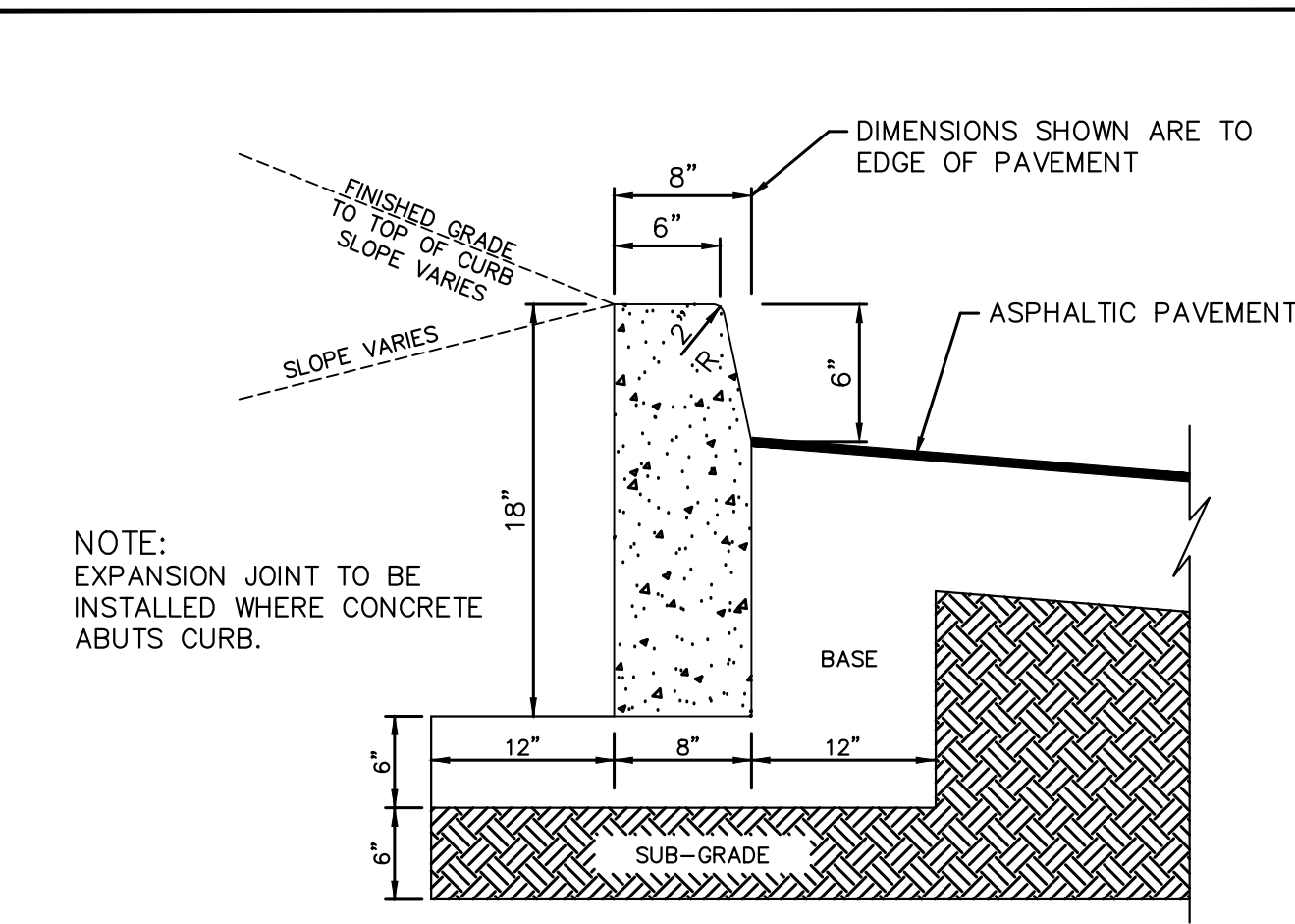
11 TRAFFIC DIRECTIONAL SIGN  
3/4" = 1'-0" (FREE STANDING)



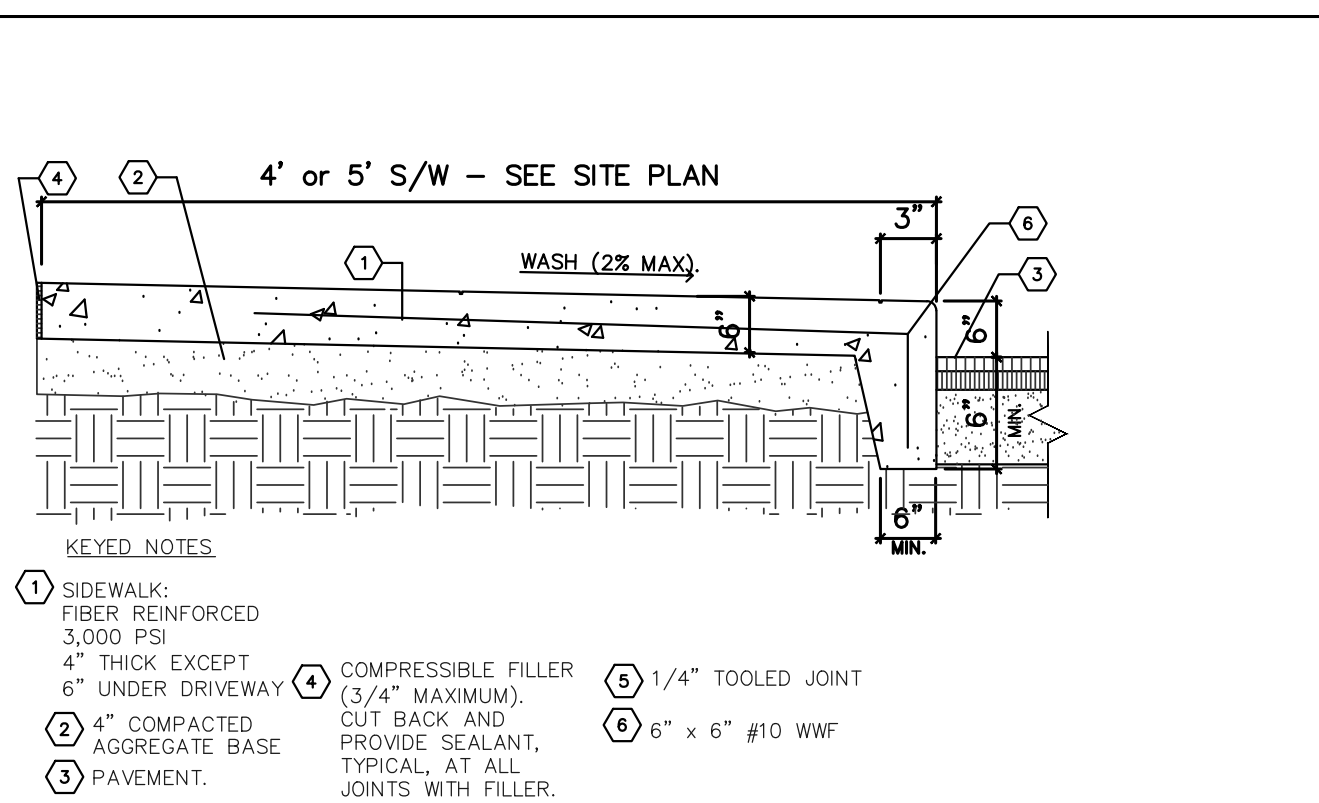
12 TYPICAL PIPE BOLLARD  
3/4" = 1'-0"



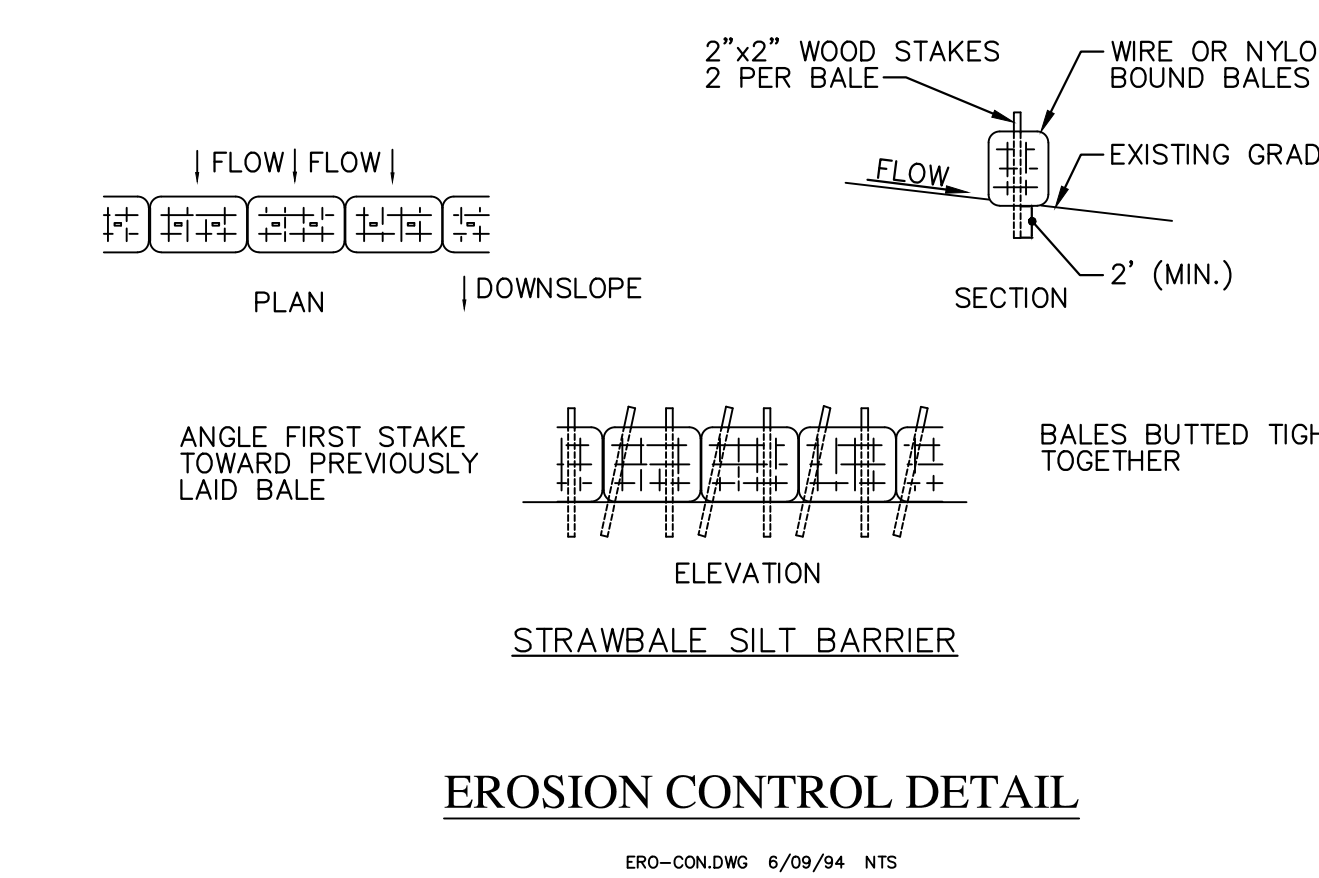
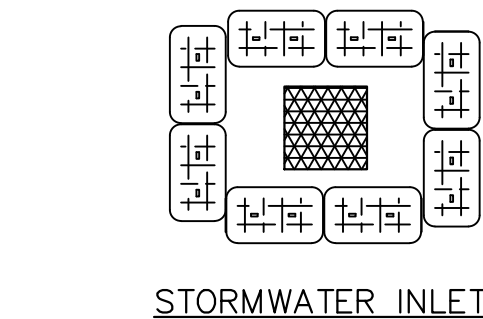
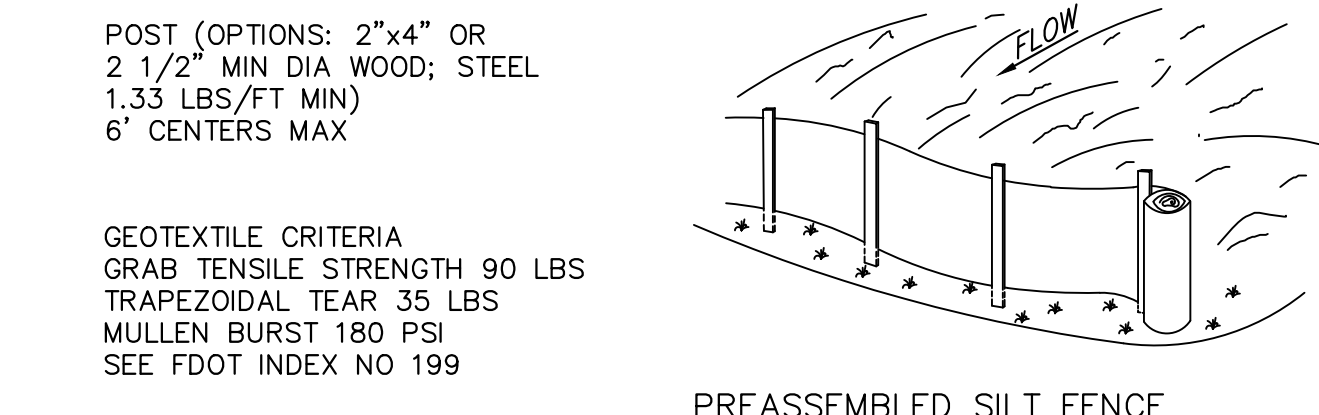
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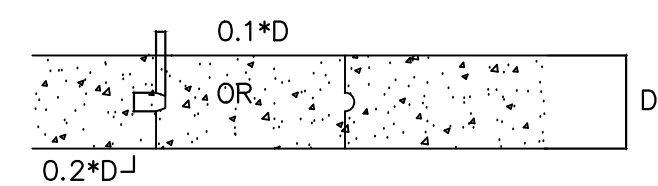
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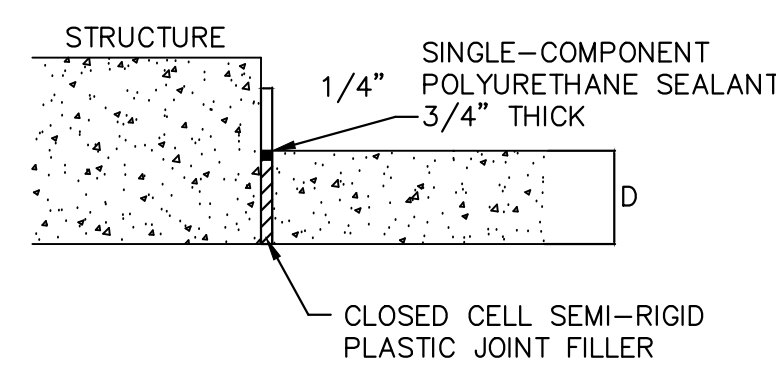
TYPICAL PERIMETER SIDEWALK  
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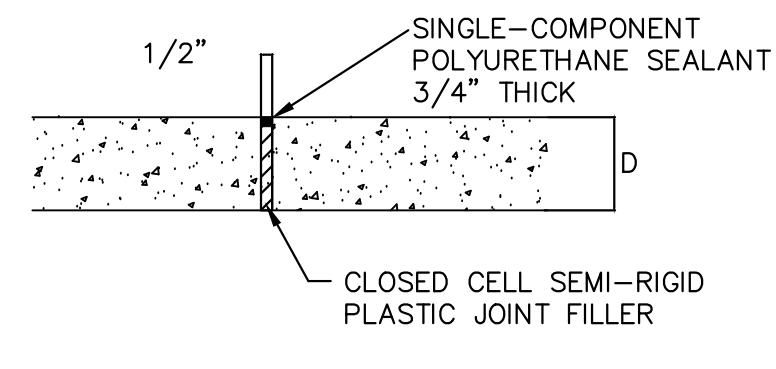
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ERO-CON.DWG 6/09/94 NTS



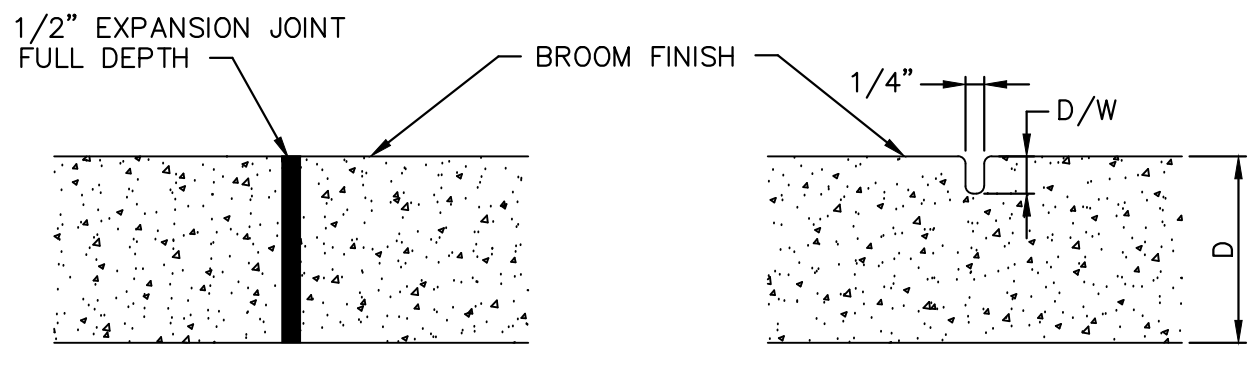
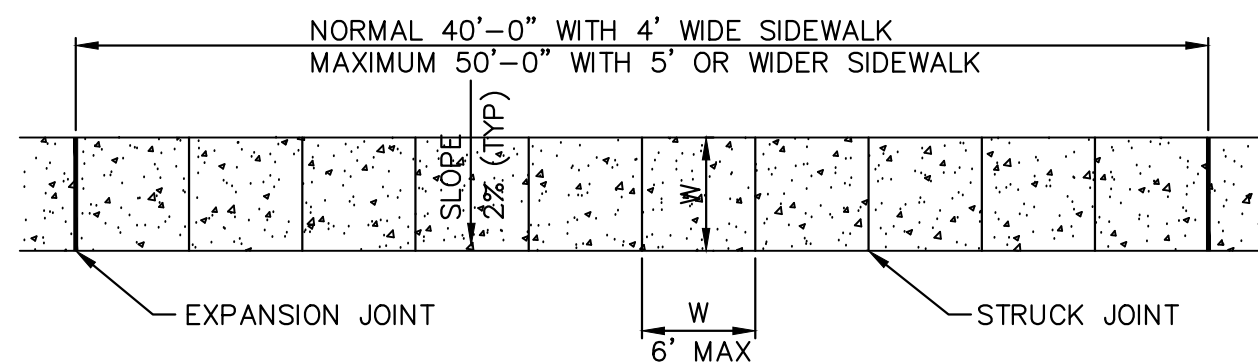
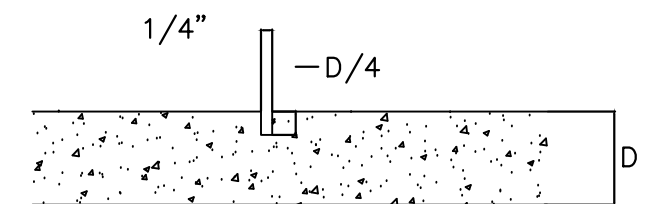
CONSTRUCTION JOINT



1/2" EXPANSION JOINT



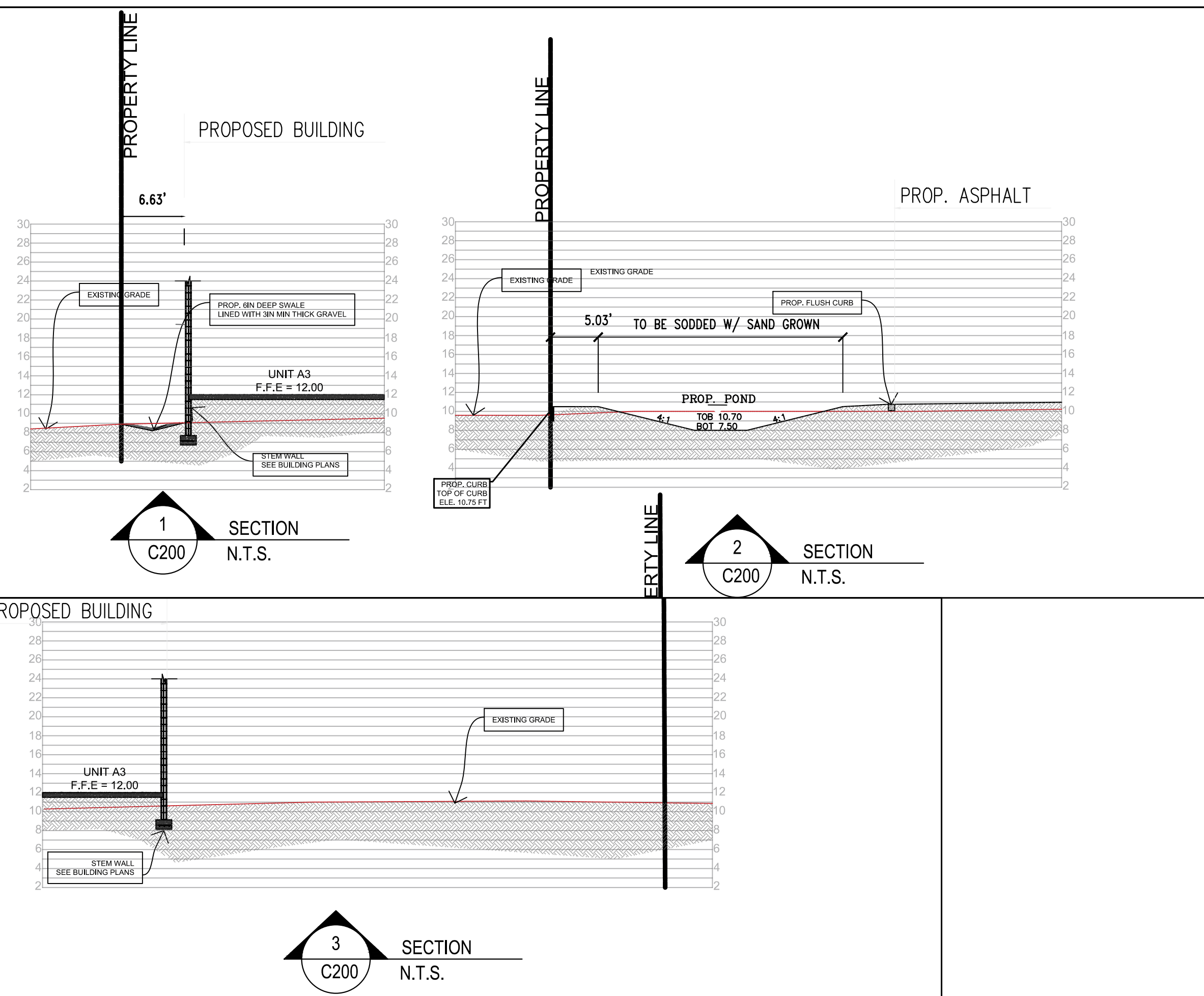
1/4" EXPANSION JOINT



EXPANSION JOINT  
NOTES:  
1. SIDEWALK EXPANSION JOINTS TO BE AT ALL TIES TO CONCRETE OTHER THAN DRIVEWAYS. MAXIMUM SPACING SHALL BE 60'.  
2. EXPANSION JOINT MATERIAL SHALL BE ASPHALT FIBER IMPREGNATED PREFORMED JOINT FILLER, TO FILL DEPTH OF CONCRETE.

TYPICAL SIDEWALK

CONCRETE JOINTS REQUIREMENTS  
NTS

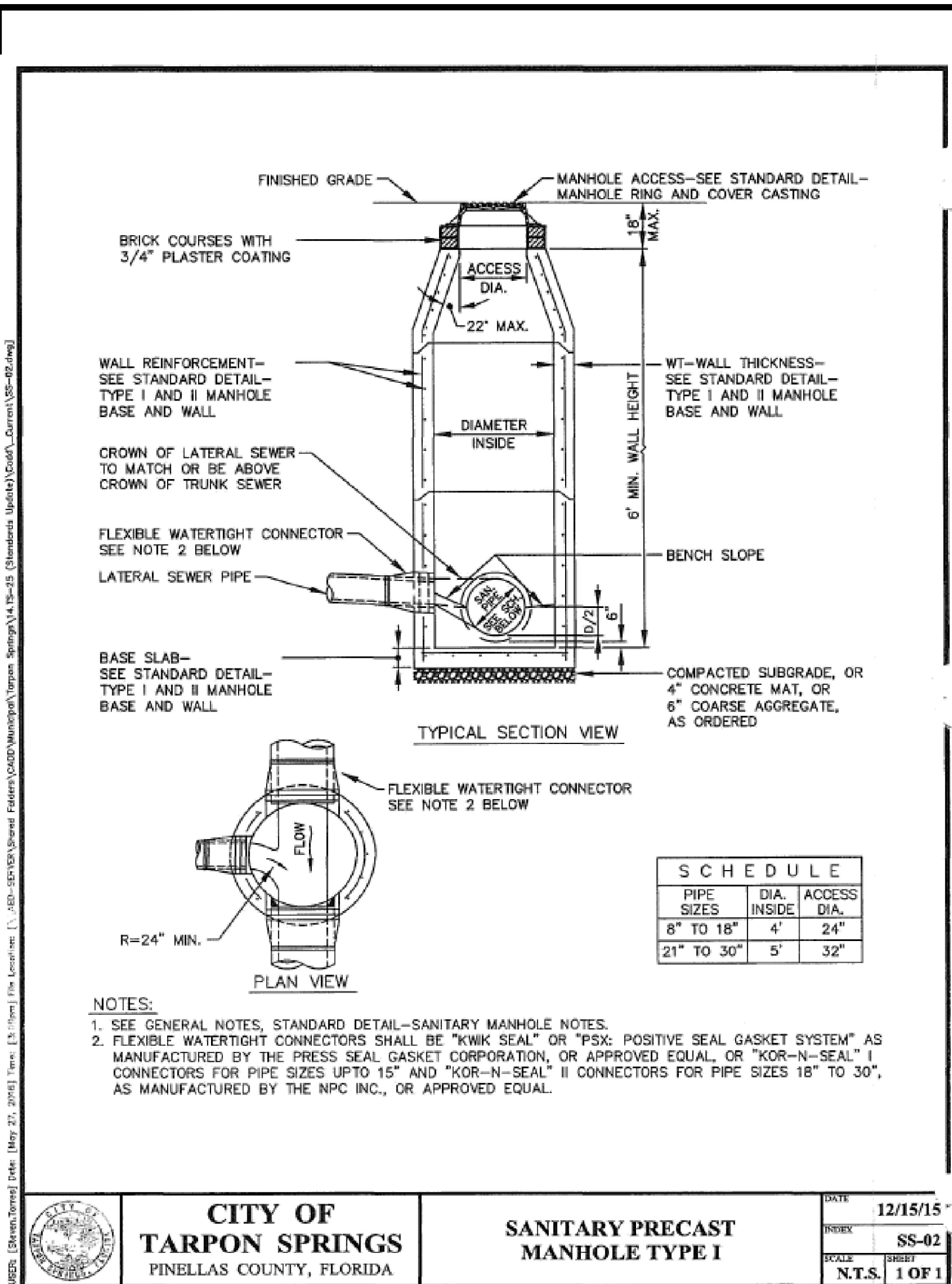


ISSUED FOR: PERMITTING										BY	
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1	2	3	4	5	6	7	8	9	10	DATE	
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PROJECT LOCATION: SUZANA APARTMENT 2										CIVIL DETAILS	
SHEET NAME: SUZANA APARTMENT 2										2166 W. BUCH BLVD. SUITE 200 TARPON, FL 33562 WWW.GHAFARI.NET 813-295-1200	
PREPARED FOR: DOUBLE R & D PROPERTY GROUP LLC										ENGINEERING CONSULTING ONE PROJECT AT A TIME™	
PREPARED BY: GHAFARI										NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER	
SCALE: AS SHOWN										SHEET SIZE: D	
SHEET: C-700										OF 9/11	





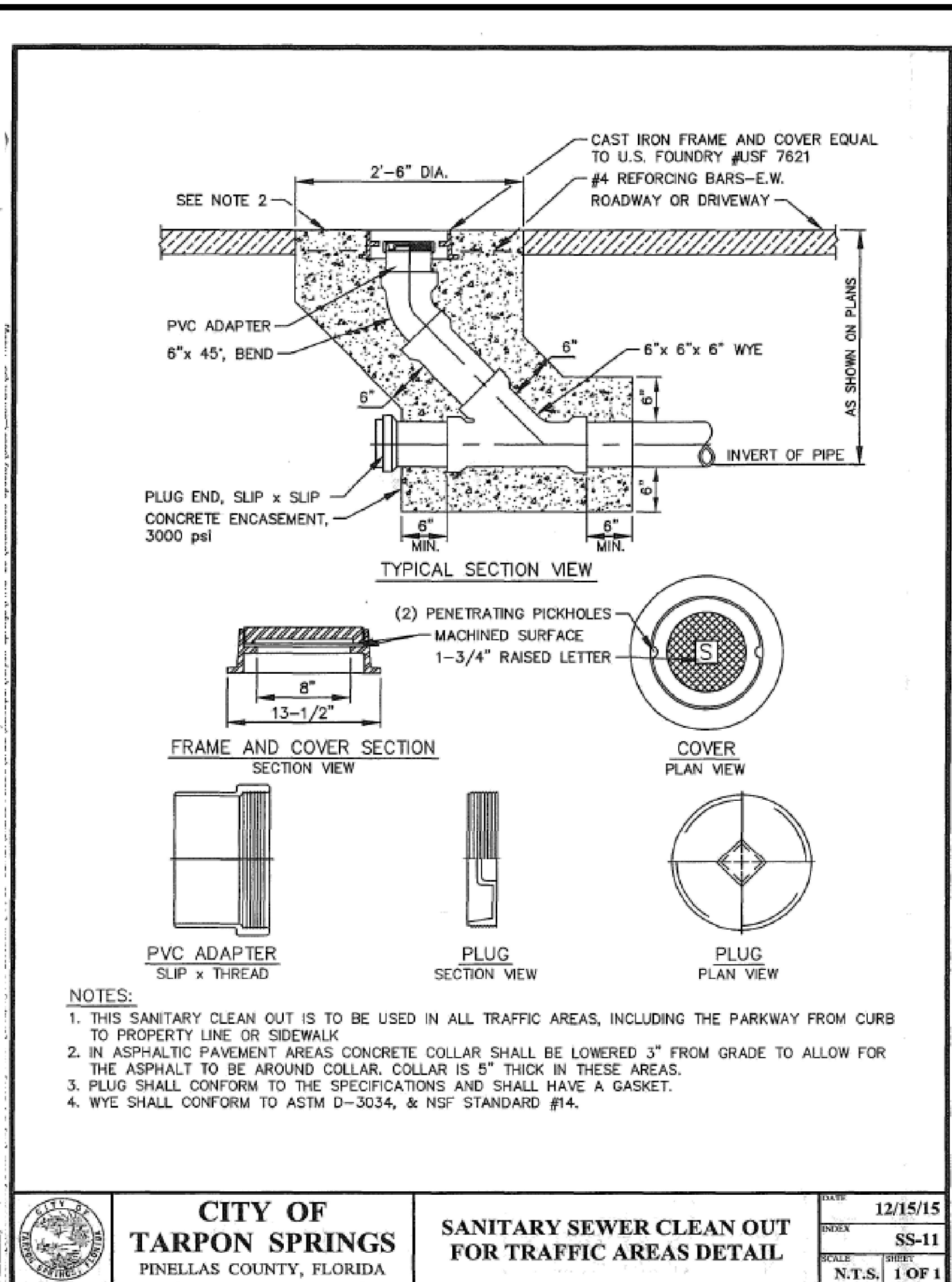




**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**SANITARY PRECAST MANHOLE TYPE I**

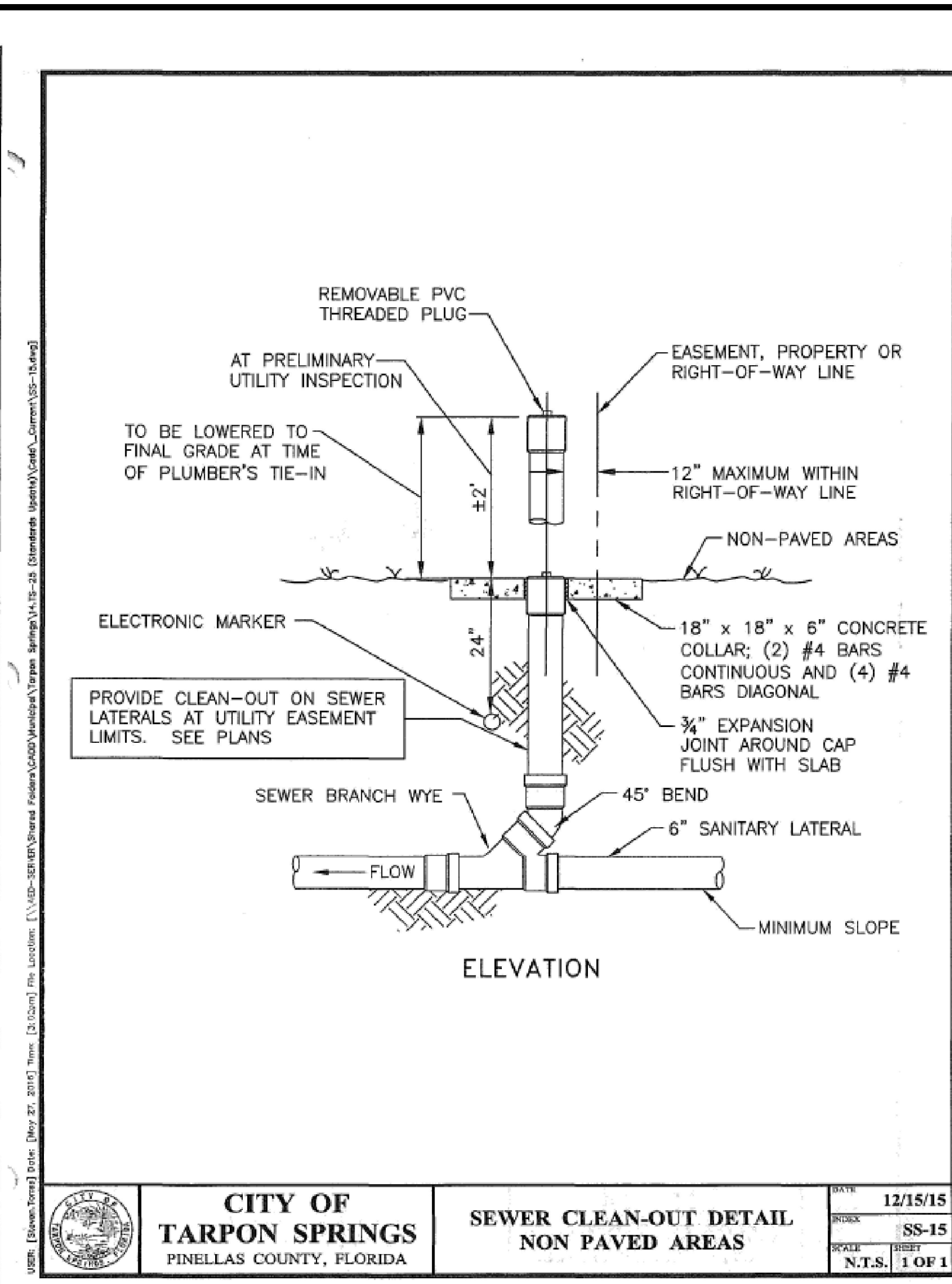
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INDEX: SS-02  
SCALE: N.T.S.  
SHEET: 1 OF 1



**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**SANITARY SEWER CLEAN OUT FOR TRAFFIC AREAS DETAIL**

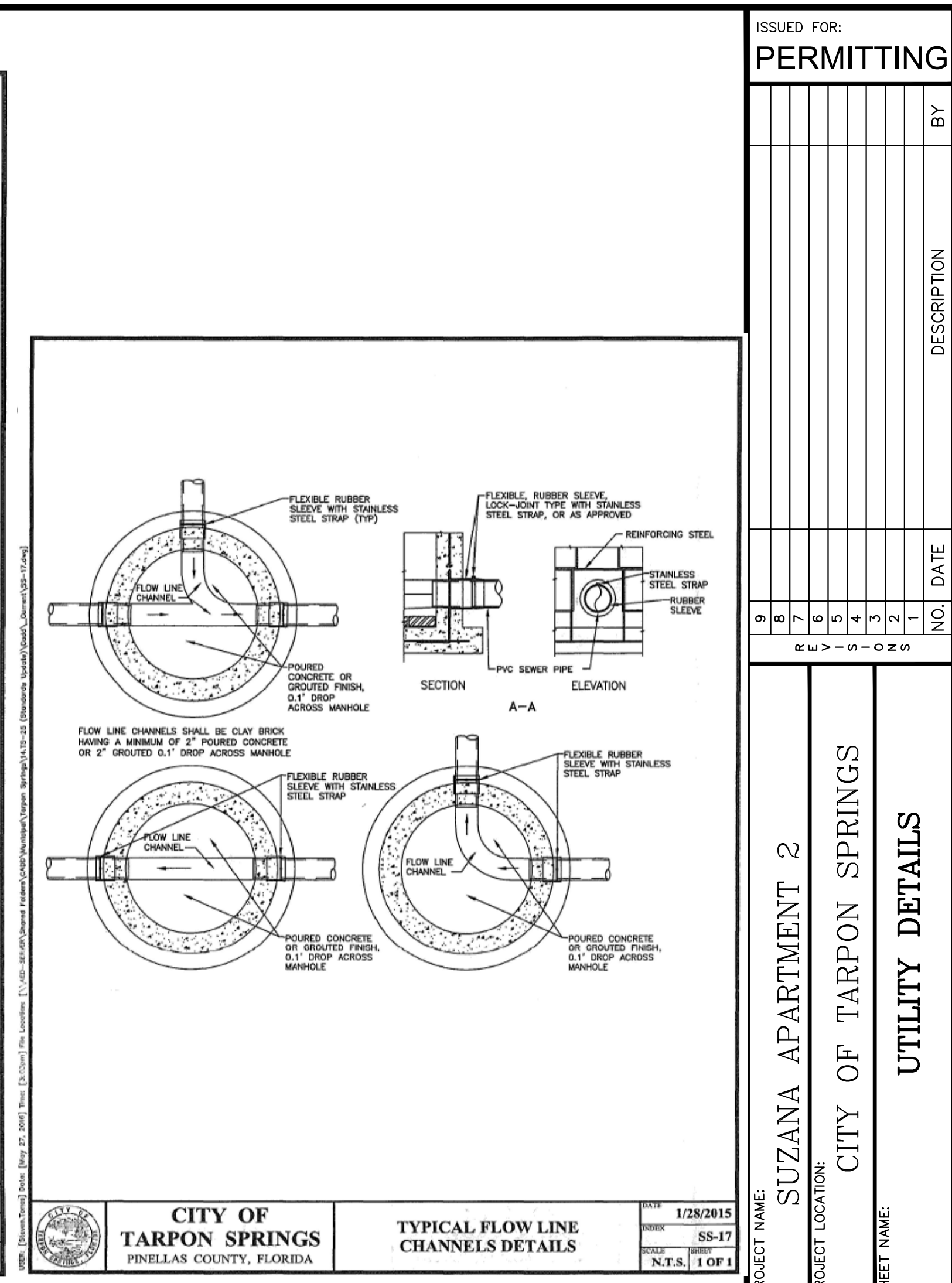
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INDEX: SS-11  
SCALE: N.T.S.  
SHEET: 1 OF 1



**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**SEWER CLEAN-OUT DETAIL NON PAVED AREAS**

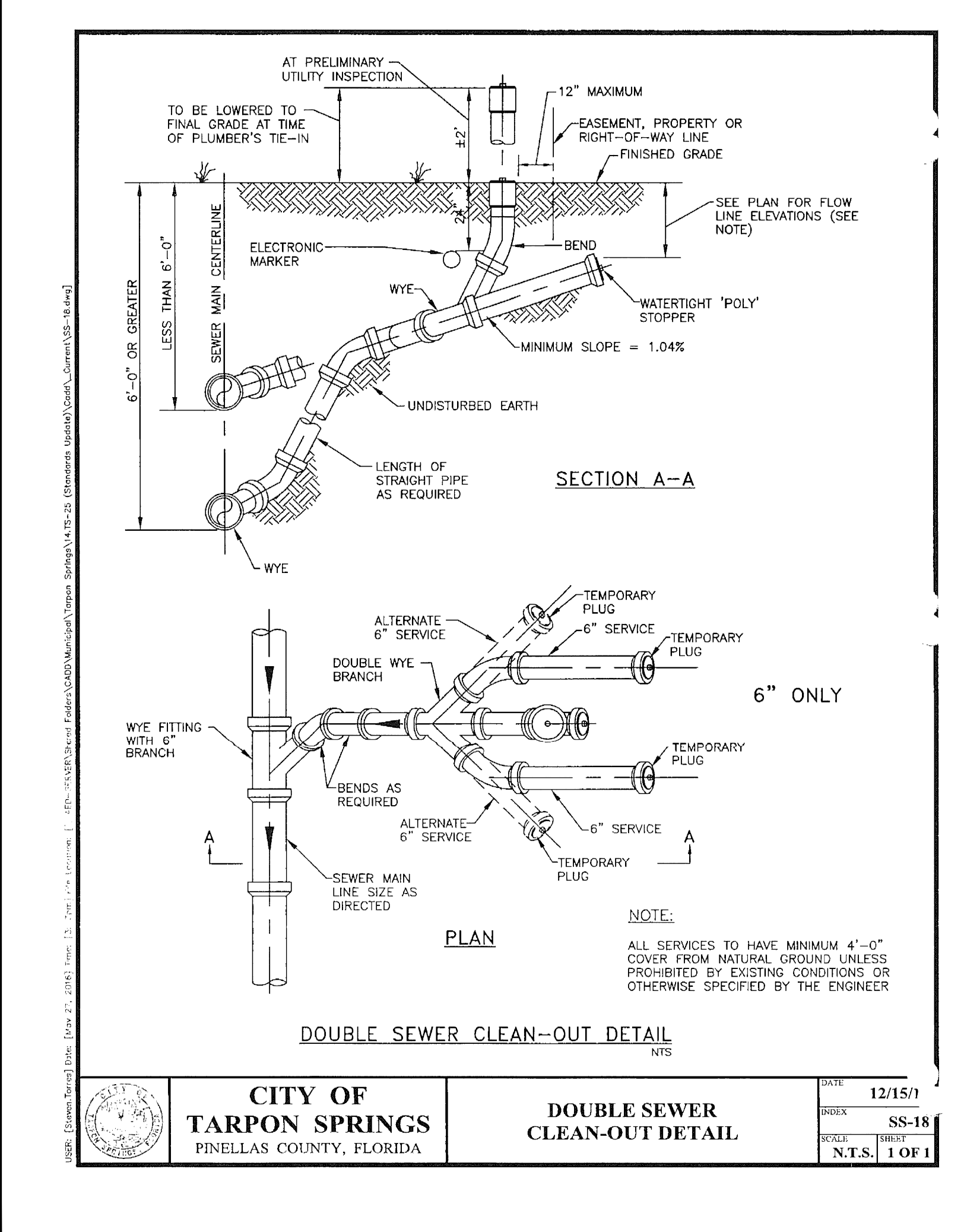
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INDEX: SS-15  
SCALE: N.T.S.  
SHEET: 1 OF 1



**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**TYPICAL FLOW LINE CHANNELS DETAILS**

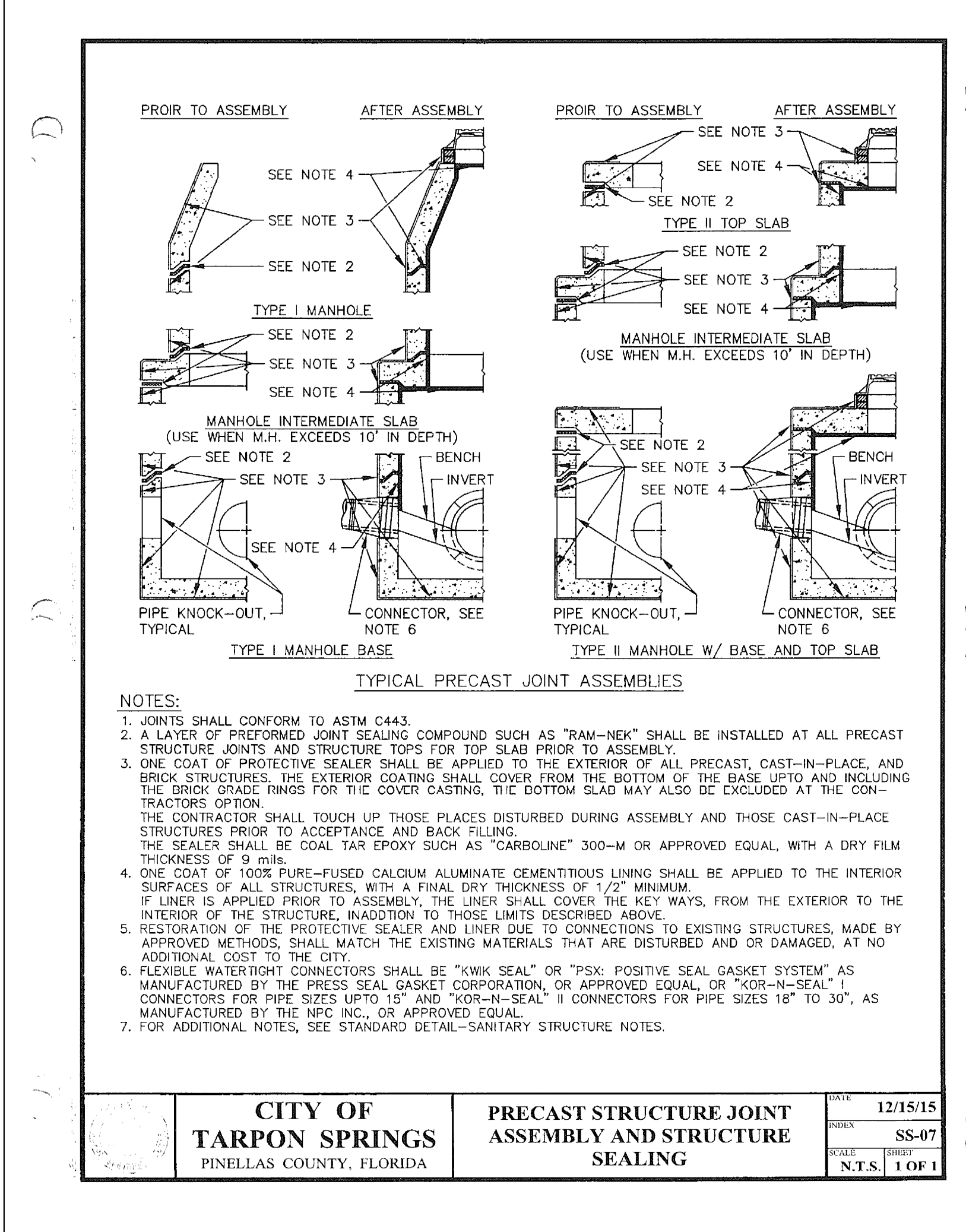
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SHEET: 1 OF 1



**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**DOUBLE SEWER CLEAN-OUT DETAIL**

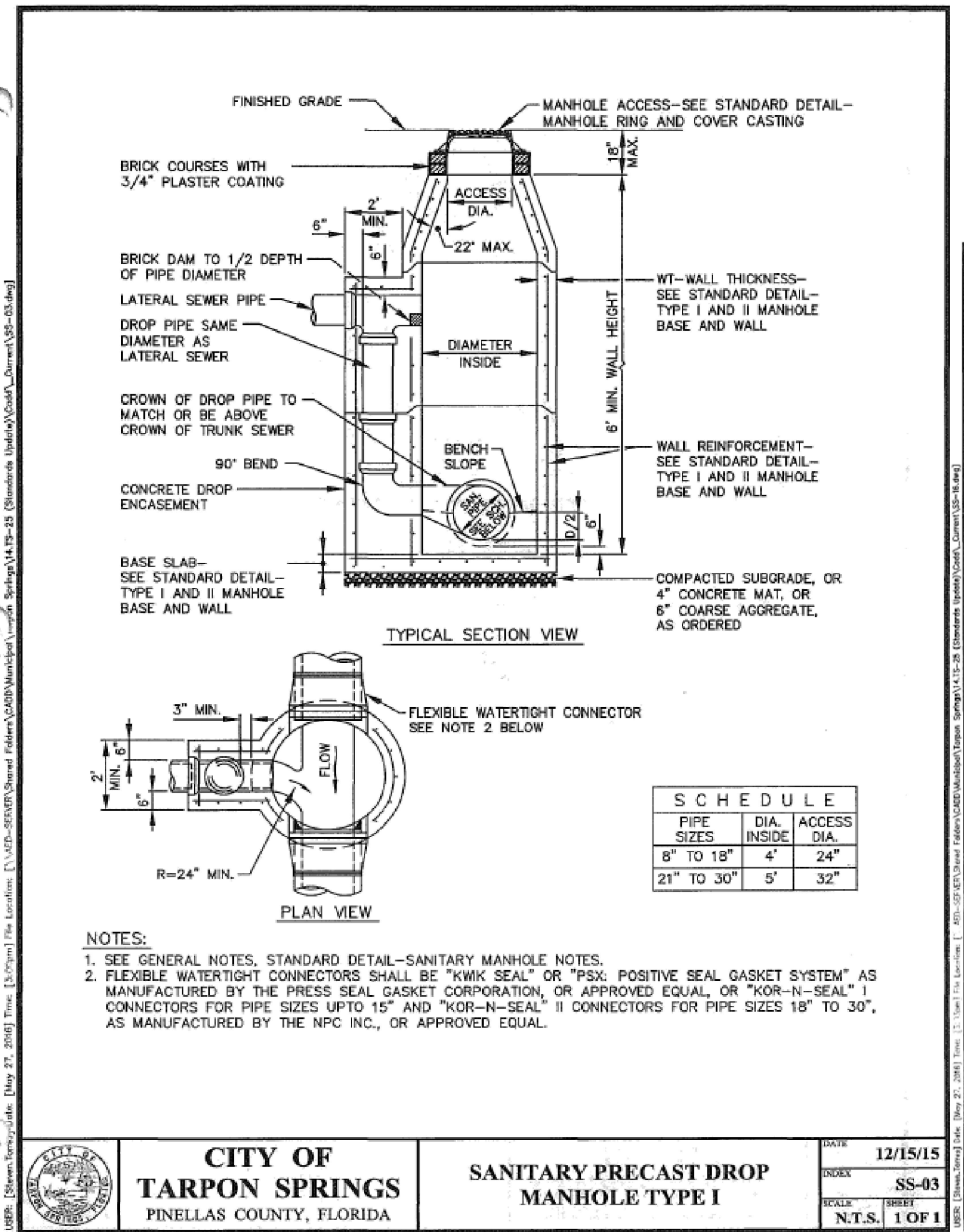
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SCALE: N.T.S.  
SHEET: 1 OF 1



**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**PRECAST STRUCTURE JOINT ASSEMBLY AND STRUCTURE SEALING**

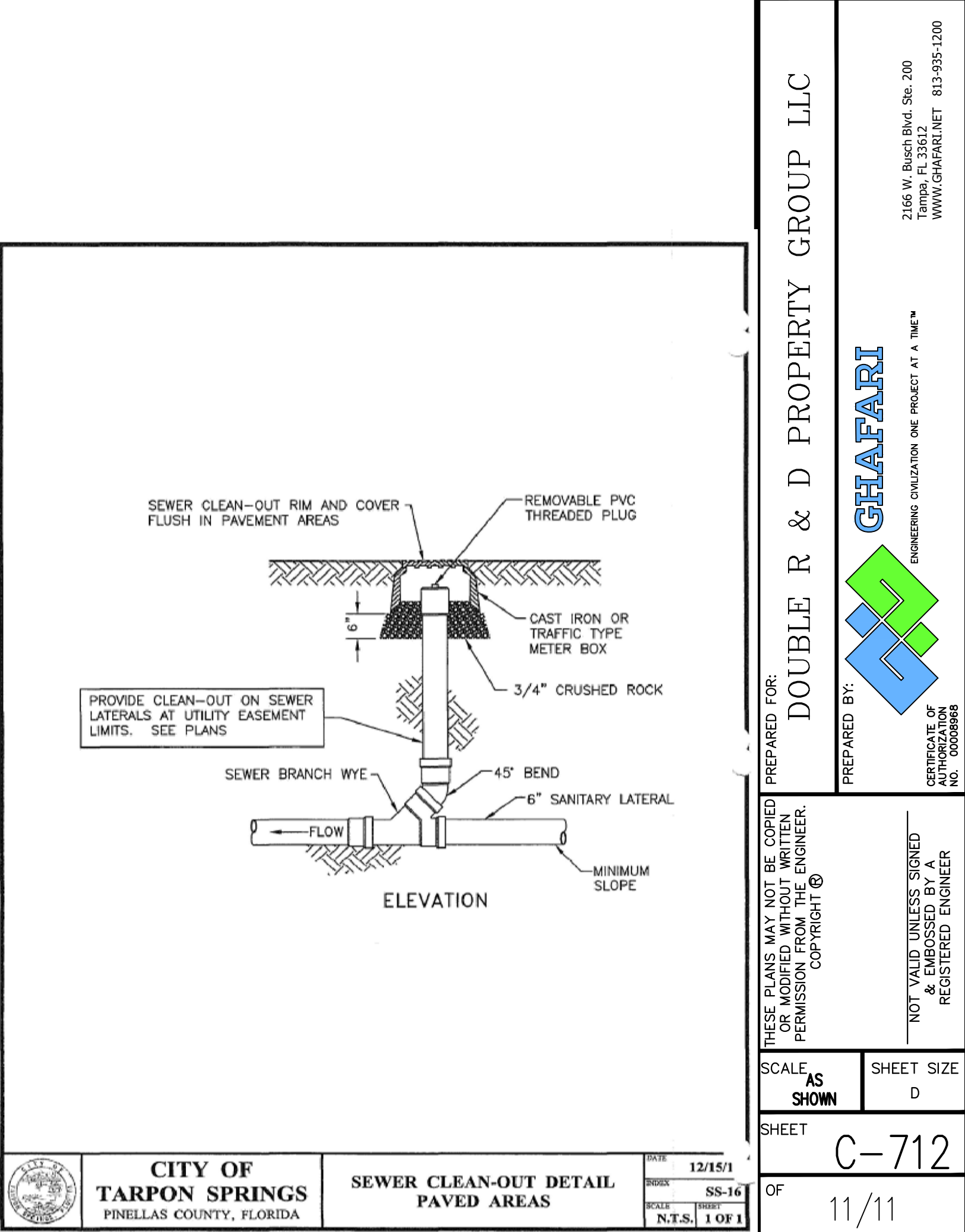
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SCALE: N.T.S.  
SHEET: 1 OF 1



**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**SANITARY PRECAST DROP MANHOLE TYPE I**

DATE: 12/15/15  
INDEX: SS-03  
SCALE: N.T.S.  
SHEET: 1 OF 1



**CITY OF TARPON SPRINGS**  
PINELLAS COUNTY, FLORIDA

**SEWER CLEAN-OUT DETAIL PAVED AREAS**

DATE: 12/15/15  
INDEX: SS-16  
SCALE: N.T.S.  
SHEET: 1 OF 1

ISSUED FOR: **PERMITTING**

PROJECT NAME: **SUZANA APARTMENT 2**

PROJECT LOCATION: **CITY OF TARPON SPRINGS**

SHEET NAME: **UTILITY DETAILS**

DATE: 11/11

SCALE: **AS SHOWN**

SHEET SIZE: **D**

SHEET: **C-712**

OF: **11/11**

PREPARED FOR: **DOUBLE R & D PROPERTY GROUP LLC**

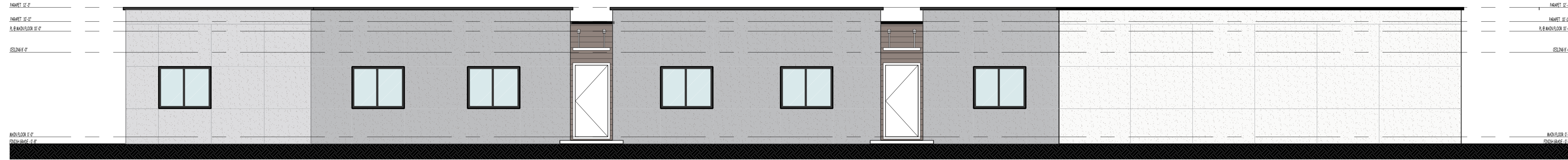
PREPARED BY: **GHAFARI**

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TAMPA, FL 33612  
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# WEST ELEVATION

SCALE 3/16" = 1'-0"



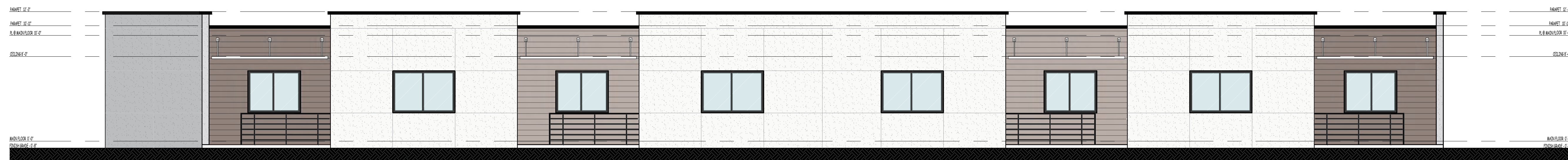
# NORTH ELEVATION

SCALE 3/16" = 1'-0"



# SOUTH ELEVATION

SCALE 3/16" = 1'-0"



# EAST ELEVATION

SCALE 3/16" = 1'-0"

[illegible]

**SUZANA APARTMENTS 2**

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**PROJECT LOCATION:**

**CITY OF TARPON SPRINGS**

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**SHEET NAME:**

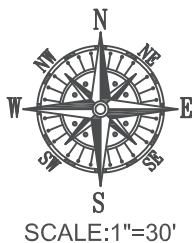
**BUILDING ELEVATIONS**

PREPARED BY: **DOUBLE R AND D PROPERTY GROUP LLC**  
  
**CHAFARI**  
 ENGINEERING CONSULTING AND PROJECT MGMT. INC.  
 2165W. Birch Blvd. Suite 200,  
 Wauwatosa, WI 53226  
 WWW.CHAFARI.NET 813-935-1200

SCALE	SHEET SIZE
	D
SHEET	
A-200	
F	

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAMER ALGHAFARI, PE USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.





TYPE OF SURVEY:

- ☐ BOUNDARY
- ☐ CONSTRUCTION
- ☐ CONDOMINIUM
- ☐ ALTA/NSPS
- ☐ TOPOGRAPHIC
- ☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

BEARING REFERENCE:  
NONE. RECORD INFORMATION LACKS ANGULAR DATA.  
ALL ANGULAR DATA SHOWN BASED UPON FIELD OBSERVATION ONLY.

# TREE	TYPE	SIZE	HEIGHT±
1	OAK STUMP	46"	10.68'
2	OAK	16"	10.67'
3	PALM	12"	10.24'
4	PALM	12"	10.52'
5	PALM	12"	9.50'
6	PALM	12"	9.78'
7	PALM	12"	9.43'
8	PALM	12"	8.95'
9	PALM	12"	8.77'
10	PALM	12"	9.31'
11	PALM	12"	10.36'
12	OAK	38"	10.68'
13	PALM	12"	10.50'
14	OAK	12"	12.51'
15	OAK	12"	12.68'

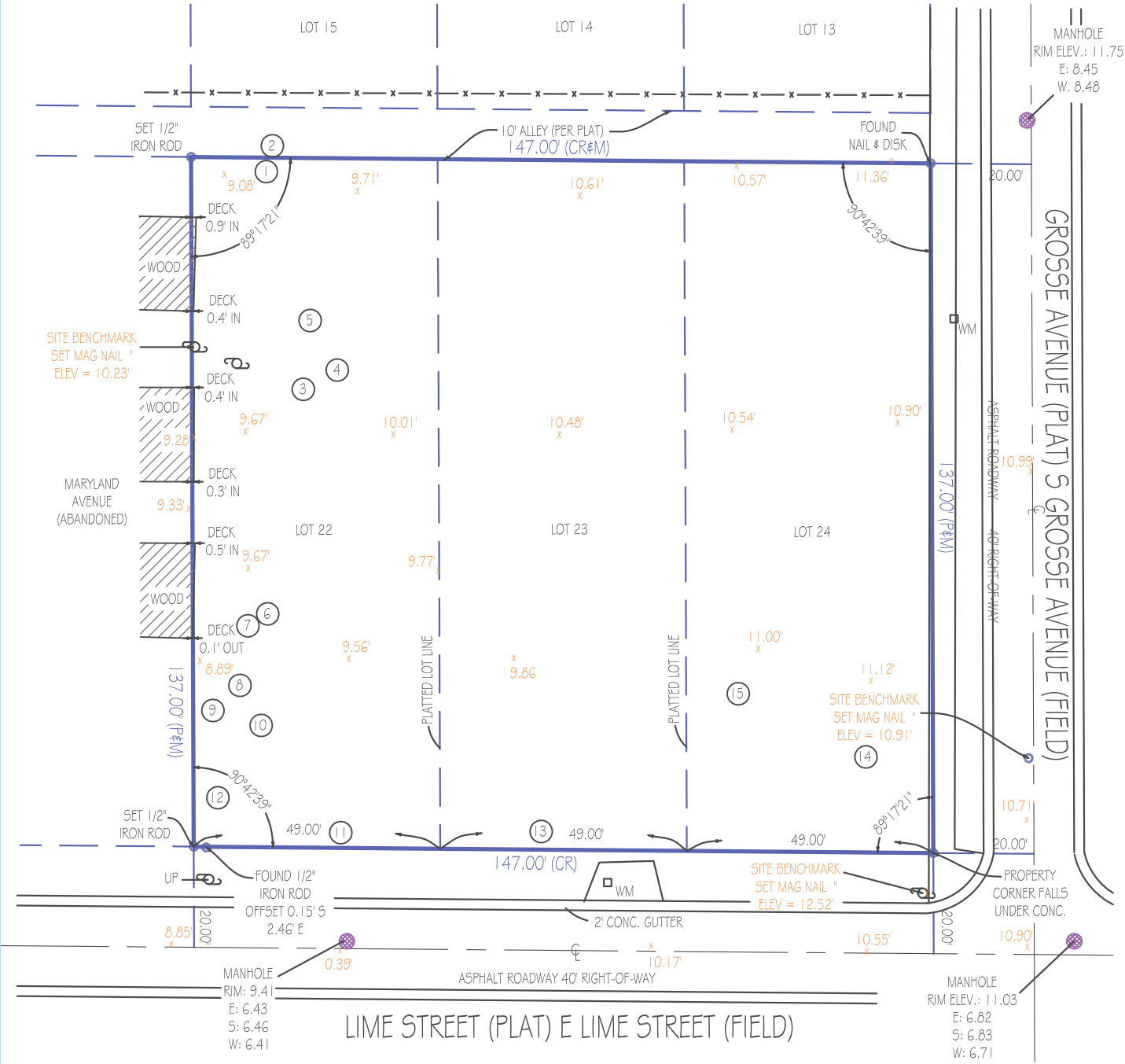


AERIAL PHOTOGRAPH  
(MAY NOT SHOW LATEST IMPROVEMENTS)  
(NOT-TO-SCALE)

SCHEDULE B-II TITLE COMMITMENT REVIEW FINDINGS  
PER TITLE COMMITMENT ISSUED BY OLD REPUBLIC  
NATIONAL TITLE INSURANCE COMPANY  
DATED: AUGUST 13, 2021 AT 11:00 P.M.  
ISSUING OFFICE FILE NO. 37890

ITEM NO.	COMMENTS
1	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (NOT A SURVEY MATTER HEREON)
2	A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2021 AND SUBSEQUENT YEARS. (NOT A SURVEY MATTER HEREON) B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER HEREON) C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. (AFFECTS AS SHOWN - IF ANY) D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. (DOCUMENTS NOT PROVIDED) D. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. (NOT A SURVEY MATTER HEREON)
3	ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF F SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. (NOT A SURVEY MATTER HEREON)
4	ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. (NOT A SURVEY MATTER HEREON)
5	ALL MATTERS CONTAINED ON THE PLAT OF T. G. EDMONDSON'S SUBDIVISION OF LOTS 1 AND 4, BLOCK 41, TARPON SPRINGS FLA., AS RECORDED IN DEED BOOK S, PAGE 82, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART. (AFFECTS AS SHOWN - IF ANY - NO MENTIONS OF EASEMENTS)
6	RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. (NOT A SURVEY MATTER HEREON)

LEGEND	
#	DENOTES EXCEPETION NUMBER



"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- NONE FOUND

This survey has been issued by the following Landtec Surveying office:  
700 W. Hillsboro Blvd. Suite 4-100  
Deerfield Beach, FL 33441  
Office: (561) 367-3587 Fax: (561) 465-3145  
[www.Landtecsurvey.com](http://www.Landtecsurvey.com)

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):  
A or AL = ARC LENGTH  
CA = CENTRAL ANGLE  
CATV = CABLE TV RISER  
CF = CALCULATED FROM FIELD  
CR = CALCULATED FROM RECORD  
CH = CHORD DISTANCE  
C/O = CLEANOUT  
CONC. = CONCRETE  
DE = DRAINAGE EASEMENT  
EL or ELEV = ELEVATION  
EM = ELECTRIC METER  
FIR = FOUND IRON ROD  
FN = FOUND NAIL  
FND = FOUND  
L = LEGAL DESCRIPTION  
M = MEASURED  
OHC = OVERHEAD CABLE  
P = PLAT  
PI = POINT OF INTERSECTION  
PT = POINT OF TANGENCY  
PC = POINT OF CURVE  
PRC = POINT OF REVERSE CURVE  
PCC = POINT OF COMPOUND CURVE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PH = POOL HEATER  
PP = POOL PUMP  
R = RADIUS  
SEC = SECTION  
TWP = TOWNSHIP  
RNG = RANGE  
QTR = QUARTER  
TR = TELEPHONE RISER  
UE = UTILITY EASEMENT  
UP = UTILITY POLE  
WM = WATER METER  
WV = WATER VALVE

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):  
= UTILITY POLE  
= LIGHT POLE  
= CATCH BASIN  
= FIRE HYDRANT  
= MANHOLE  
= WATER VALVE  
= WELL  
= CENTER LINE  
= PARTY WALL  
= AIR CONDITIONER  
= SEPTIC LID  
= ELEV. SHOT  
= HANDICAP PARKING SPACE  
= SEC. QTR. CORNER  
= SECTION CORNER  
= WATER METER

LINE TYPES:  
BOUNDARY  
BUILDING  
EASEMENT  
CHAIN LINK FENCE  
WOOD FENCE  
PLASTIC FENCE  
OVERHEAD CABLE

GENERAL NOTES: 1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED. 2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE. 3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES. 4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS. 5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN. 6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE. 7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE. 8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #5639.			Job No.: 124154-CW	Date of Field Work : 09/23/2021	Drawn by: S. Guerrero
--	--	--	--------------------	---------------------------------	-----------------------

Elevations, if shown:	
GPS USED: <u>GEOMAX PRO 35</u>	
Elevations on Drawing are in: N.G.V.D.29 <input type="checkbox"/> N.A.V.D.88 <input checked="" type="checkbox"/>	
Revisions:	

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PAGE2OF2

TYPE OF SURVEY:

☒ BOUNDARY

☒ CONSTRUCTION

☐ CONDOMINIUM

☐ ALTA/NSPS

☒ TOPOGRAPHIC

☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

Property Improvements

LEGAL DESCRIPTION:  
LOTS 22, 23 AND 24, T. G. EDMONDSON'S SUBDIVISION OF LOTS 1 AND 4, BLOCK 41, TARPON SPRINGS FLA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK S, PAGE 82, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

PROPERTY ADDRESS:  
XXXX LIME STREET  
TARPON SPRINGS, FL 34689

INVOICE NUMBER: 124154-CW  
DATE OF FIELD WORK: 09/02/2022

CERTIFIED TO  
WEBER, CRABB & WEIN, P.A.  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
DOUBLE R&D PROPERTY GROUP

FLOOD ZONE: X  
FLOOD MAP: 12103C  
PANEL: 0019  
SUFFIX: H  
PANEL DATE: 08/24/2021

BASE FLOOD ELEVATION OR DEPTH: N/A NAVD 1988  
COMMUNITY NUMBER: 120259

This survey has been issued by the following Landtec Surveying office: 481 E. Hillsboro Blvd. Ste 100-A Deerfield Beach, FL 33441 Office: (561) 367-3587 Fax: (561) 465-3145 <a href="http://www.Landtecsurveying.com">www.Landtecsurveying.com</a>	ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):			SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):		
	A or AL = ARC LENGTH CA = CENTRAL ANGLE CATV = CABLE TV RISER CF = CALCULATED FROM FIELD CR = CALCULATED FROM RECORD CH = CHORD DISTANCE C/O = CLEANOUT CONC. = CONCRETE DE = DRAINAGE EASEMENT	EL or ELEV = ELEVATION EM = ELECTRIC METER FIR = FOUND IRON ROD FN = FOUND NAIL FND = FOUND L= LEGAL DESCRIPTION M = MEASURED OHC = OVERHEAD CABLE P = PLAT	PI = POINT OF INTERSECTION PT = POINT OF TANGENCY PC = POINT OF CURVE PRC = POINT OF REVERSE CURVE PCC = POINT OF COMPOUND CURVE POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT PH = POOL HEATER PP = POOL PUMP	R = RADIUS SEC = SECTION TWP = TOWNSHIP RNG = RANGE QTR = QUARTER TR = TELEPHONE RISER UE = UTILITY EASEMENT UP = UTILITY POLE WM = WATER METER WV = WATER VALVE	= UTILITY POLE = LIGHT POLE = CATCH BASIN = FIRE HYDRANT = MANHOLE = WATER VALVE = WATER METER	= WELL = CENTER LINE = PARTY WALL = AIR CONDITIONER = SEPTIC LID = ELEV. SHOT

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2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.  
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8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #5639.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

Elevations, if shown:

Benchmark: XXXXXXXX

Benchmark Elev.: XXXX

Benchmark Datum: XXXXXX

Elevations on Drawing are in:  
N.G.V.D.29 ☐ N.A.V.D.88 ☐

Revisions:

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SIGNATURE  
ANDREW SNYDER - PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. 5639 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

DATE: 10/10/2022



# **STORMWATER MANAGEMENT REPORT**

FOR

**Suzana 2 Apartment**

PREPARED FOR

**CITY OF TARPON SPRINGS**

PREPARED BY



2166 W. Busch Blvd. Ste 200  
Tampa, FL 33612  
Tel 813-935-1200  
Fax 813-935-8808

**Issued for Permitting-11/2022**



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## **SECTION I**

### **Drainage Narrative**



## **DRAINAGE NARRATIVE**

### **Introduction:**

This is a technical report intended to demonstrate how the stormwater runoff of the property is managed. The site is located at the northwest corner of Lime Street and Gross Avenue in the City of Tarpon Springs. The property area is approximately 0.4 acres. The property is surrounded with developed properties to the north and to the west.

### **Existing Conditions:**

The project area currently is vacant and is covered with grass that is mowed on a regular basis. A few trees are scattered on the property. The topography of the property is sloped from the northeast to the south side on Lime.

### **Proposed Conditions:**

The applicant is proposing to construct an apartment building with associated parking, utilities, and stormwater management system. The runoff will be directed into a one dry pond sized where the discharge rate for the post-developed shall not exceed that which would occur from the predeveloped site under existing conditions for the 24Hr-25Yr. The pond discharge will be controlled via a weir opening in the pond wall. A skimmer will be installed over the weir opening

### **SHWT Determination:**

The average existing elevation is 9.7 feet, based on the geotechnical report ground water table was not encountered in the first 10 feet of the soil. The United States Department of Agriculture (USDA) Soil Conservation Service (SCS) soil survey data for Pinellas County reveals that:

- The SHWT should be 80 inches below the surface making the elevation of the SHWT equals to:  $9.7 - (80/12) = 3.03$  ft
- The hydraulic conductivity rate is 246.995 micrometers per second which converts to 36 inches per hour.



## **SECTION II**

### **Drainage Calculations**



## Time of Concentration Calculations-Existing Conditions

						COMP. BY:	SEA
Text in Blue is user input						DATE:	June 15, 2022
						Project No.	202003
EX. BASIN TIME OF CONCENTRATION CALCULATIONS						PROJECT:	Suzana 2 Apt.
Circle one: <input checked="" type="radio"/> Present		Developed					
Circle one: <input checked="" type="radio"/> Tc		Tt through subarea					
Sheet Flow						Segment ID	A-B
1. Surface description (Table A1, STM - Copy/Paste soil from table A1 Below)						WOODE, LIGHT UNDER BRUSH	
2. Manning's roughness coeff., n (Table A1, STM)						0.30	
3. Flow length, L (total L <= 300 ft)						150 ft	
4. Two-yr 24-hr rainfall intensity (trial and error)						5.00 in	
5. Land slope, s						0.017 ft/ft	
6. $T_t = (0.93 N^{0.6} L^{0.6}) / (I^{0.4} s^{0.3})$ Compute Tt						20.113 min	



## Runoff and CN Calculations

PROJECT NAME: Suzana 2 Apt.  
 PROJECT NUMBER: 202003  
 FILENAME: 202003-SWC-R0.XLS 11:18 AM

### CURVE NUMBER CALCS EXISTING BASIN EB

A	B	C	D	E	F	G
LAND USE	AREA (acres)	AREA (ft²)	Runoff Coeff.	PRODUCT C x D	Curve Number (CN)	PRODUCT C x F
EX. Building	0.0000	0	0.95	0	98.00	0
Impervious	0.0000	0	0.95	0	98.00	0
Compacted Road Base	0.0000	0	0.50	0	70.00	0
Grass	0.4623	20,139	0.25	5,035	30.00	604,170
Alley	0.0344	1,500	0.50	750	70.00	105,000
TOTAL	0.497	21,639		5,785		709,170
AVERAGE		Composite	0.27	Post "CN" =	32.77	
S = 1000/CN -10 =		20.51 inch				
25 Yr. Rainfall Depth		9.00 inch				
R = (P-0.2S)² / (P+0.8S)		0.94 inch				
Time of Concentration		20 Min				
25Yr-24Hr Intensity		6.3 in/hr				



# Stormwater Management Report

Suzanna – 2 Apt

202003-SWR-R2.doc

11/21/2022

PROJECT NAME: Suzanna 2 Apt.  
PROJECT NUMBER: 202003  
FILENAME: 202003-SWC-R0.XLS

11:29 AM

## CURVE NUMBER CALCS PROPOSED BASIN PB

A	B	C	D	E	F	G
LAND USE	AREA (acres)	AREA (ft²)	Runoff Coeff.	PRODUCT C x D	Curve Number (CN)	PRODUCT C x F
Building & Sidewalk	0.1944	8,466	0.95	8,043	98.00	829,668
VUA Vehicular Use Area	0.0998	4,348	0.95	4,131	98.00	426,104
Pond	0.0539	2,347	0.25	587	30.00	70,410
Grass	0.1143	4,978	0.25	1,245	30.00	149,340
			0.25	0		
TOTAL	0.462	20,139	0.70	14,005	73.27	1,475,522
AVERAGE		Composite		Post "CN" =		

Cover description	Average percent impervious area <sup>2/</sup>	Curve numbers for hydrologic soil group			
		A	B	C	D
Cover type and hydrologic condition					
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.) <sup>3/</sup> :					
Poor condition (grass cover < 50%) .....		68	79	86	89
Fair condition (grass cover 50% to 75%) .....		49	69	79	84
Good condition (grass cover > 75%) .....		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way) .....		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way) .....		98	98	98	98
Paved; open ditches (including right-of-way) .....		83	89	92	93
Gravel (including right-of-way) .....		76	85	89	91
Dirt (including right-of-way) .....		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) <sup>4/</sup> .....		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders) .....		96	96	96	96
Urban districts:					
Commercial and business .....	85	89	92	94	95
Industrial .....	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses) .....	65	77	85	90	92
1/4 acre .....	38	61	75	83	87
1/3 acre .....	30	57	72	81	86
1/2 acre .....	25	54	70	80	85
1 acre .....	20	51	68	79	84
2 acres .....	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) <sup>5/</sup> .....					
		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					



## Pond Stage-Storage Calculations

PROJECT NAME: Suzana 2 Apt.  
 PROJECT NUMBER: 202003  
 FILENAME: 202003-SWC-R0.XLS

### POND A STAGE-STORAGE CALCULATIONS

Basin-PB 0.53 AC  
 Treatment Depth 0.5 In  
 Required treat. Volume 964 FT<sup>3</sup>

	Atten. Start-up Elv		7.50	DEFAULT	
				0.10	VALUES
		POND - A	POND - A	TOTAL	Accumulative
	ELEV	AREA	AREA	AREA	Volume
		(ft²)	acres	(ft²)	(ft³)
POND BOTTOM	7.50	74	0.0017	74	0
	7.60	125	0.0029	125	10
	7.70	176	0.0040	176	25
	7.80	227	0.0052	227	45
	7.90	278	0.0064	278	70
	8.00	328	0.0075	328	101
	8.10	399	0.0092	399	137
	8.20	470	0.0108	470	181
	8.30	540	0.0124	540	231
	8.40	611	0.0140	611	289
	9.05	1,070	0.0246	1,070	835
	9.10	1,105	0.0254	1,105	889
	9.20	1,176	0.0270	1,176	1,003
	9.30	1,246	0.0286	1,246	1,124
	9.40	1,317	0.0302	1,317	1,252
	9.50	1,387	0.0319	1,387	1,388
	WEIR ELEVATION	9.60	1,458	0.0335	1,458
9.70		1,529	0.0351	1,529	1,679
9.80		1,599	0.0367	1,599	1,836
9.90		1,670	0.0383	1,670	1,999
10.00		1,740	0.0400	1,740	2,170
10.10		1,814	0.0416	1,814	2,347
10.20		1,888	0.0433	1,888	2,532
10.30		1,961	0.0450	1,961	2,725
10.40		2,035	0.0467	2,035	2,925
Pond TOB		10.70	2,255	0.0518	2,255




## ICPR Result for Proposed Conditions

1

Node Max Conditions [Scenario1]							
Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
EXT	25Y-24H	0.00	8.00	0.0000	0.17	0.00	0
NG	25Y-24H	0.00	3.03	0.0000	1.01	0.00	0
Pond	25Y-24H	11.10	10.25	-0.0010	2.26	1.17	1933
offsite	25Y-24H	0.00	8.50	0.0000	0.17	0.00	0

Prop. discharge 0.17 cfs  
 Allowable discharge 0.17 cfs





## **ICPR Input Data for Proposed Conditions**



Simple Basin: EX1ST

Scenario: Scenario1  
Node: EXT  
Hydrograph Method: NRCS Unit Hydrograph  
Infiltration Method: Curve Number  
Time of Concentration: 20.1130 min  
Max Allowable Q: 0.00 cfs  
Time Shift: 0.0000 hr  
Unit Hydrograph: UH256  
Peaking Factor: 256.0  
Area: 0.4970 ac  
Curve Number: 32.8  
% Impervious: 0.00  
% DCIA: 0.00  
% Direct: 0.00  
Rainfall Name:

Comment:

Simple Basin: P8

Scenario: Scenario1  
Node: Pond  
Hydrograph Method: NRCS Unit Hydrograph  
Infiltration Method: Curve Number  
Time of Concentration: 10.0000 min  
Max Allowable Q: 0.00 cfs  
Time Shift: 0.0000 hr  
Unit Hydrograph: UH256  
Peaking Factor: 256.0  
Area: 0.5310 ac  
Curve Number: 72.1  
% Impervious: 0.00  
% DCIA: 0.00  
% Direct: 0.00  
Rainfall Name:

Comment:

Node: EXT

Scenario: Scenario1  
Type: Time/Stage  
Base Flow: 0.00 cfs  
Initial Stage: 80.00 ft  
Warning Stage: 0.00 ft  
Boundary Stage:



Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	8.00
0	0	0	24.0000	8.00

Comment:

**Node: NG**

Scenario: Scenario1  
 Type: Time/Stage  
 Base Flow: 0.00 cfs  
 Initial Stage: 3.03 ft  
 Warning Stage: 0.00 ft  
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	3.03
0	0	0	24.0000	3.03

Comment:

**Node: Pond**

Scenario: Scenario1  
 Type: Stage/Area  
 Base Flow: 0.00 cfs  
 Initial Stage: 7.50 ft  
 Warning Stage: 11.10 ft

Stage [ft]	Area [ac]	Area [ft2]
7.50	0.0017	74
8.00	0.0075	327
10.70	0.0518	2256

Comment:

**Node: offsite**

Scenario: Scenario1  
 Type: Time/Stage  
 Base Flow: 0.00 cfs



Initial Stage: 8.50 ft  
 Warning Stage: 0.00 ft  
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	8.50
0	0	0	24.0000	8.50

Comment:

**Percolation Link: Infiltra-1**

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area
From Node:	Pond		Table
To Node:	NG	Vertical Flow Termination:	Constant Rate
Link Count:	1	Constant Rate:	45.000 fpd
Flow Direction:	Both		
Aquifer Base Elevation:	1.00 ft		
Water Table Elevation:	3.03 ft		
Annual Recharge Rate:	0 ipy		
Horizontal Conductivity:	90.000 fpd		
Vertical Conductivity:	45.000 fpd		
Fillable Porosity:	0.150		
Layer Thickness:	5.00 ft		

Comment:

**Weir Link: Weir-1**

Scenario:	Scenario1	<b>Bottom Clip</b>
From Node:	Pond	Default: 0.00 ft
To Node:	offsite	Op Table:
Link Count:	1	Ref Node:
Flow Direction:	Both	<b>Top Clip</b>
Damping:	0.0000 ft	Default: 0.00 ft
Weir Type:	Broad Crested Vertical	Op Table:
Geometry Type:	Rectangular	Ref Node:
Invert:	10.00 ft	<b>Discharge Coefficients</b>
Control Elevation:	10.00 ft	Weir Default: 3.000
Max Depth:	99.00 ft	Weir Table:
Max Width:	0.45 ft	Orifice Default: 0.600
Fillet:	0.00 ft	Orifice Table:

Comment:

**Simulation: 25Y-24H**



Scenario: Scenario1  
 Run Date/Time: 11/21/2022 11:49:43 AM  
 Program Version: ICPR4 4.07.08

## General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

## Output Time Increments

## Hydrology

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

## Surface Hydraulics

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

## Restart File

Save Restart: False

## Resources &amp; Lookup Tables

## Resources

Rainfall Folder:

Unit Hydrograph  
Folder:

## Lookup Tables

Boundary Stage Set:  
 Extern Hydrograph Set:  
 Curve Number Set:  
  
 Green-Ampt Set:  
 Vertical Layers Set:  
 Impervious Set:

## Tolerances &amp; Options

Time Marching: SAOR  
 Max Iterations: 6  
 Over-Relax Weight: 0.5 dec  
 Fact:  
 dZ Tolerance: 0.0010 ft

IA Recovery Time: 24.0000 hr

Smp/Man Basin Rain: Global  
 Opt:



		5
Max dZ:	1.0000 ft	
Link Optimizer Tol:	0.0001 ft	
Edge Length Option:	Automatic	
	Rainfall Name:	~FLMOD
	Rainfall Amount:	9.50 in
	Storm Duration:	24.0000 hr
	Dflt Damping (1D):	0.0050 ft
	Min Node Srf Area	100 ft2
	(1D):	
	Energy Switch (1D):	Energy
Comment:		



September 12, 2022

Sam Mustafa  
c/o Samer AlGhafari  
**Ghafari**  
2166 W. Busch Boulevard  
Suite 200  
Tampa, FL 33612



**Double Ring Infiltration Test Results**  
**Proposed Townhome Development**  
**Northwest Corner of E Lime St and S Grosse Ave**  
**Tarpon Springs, FL**  
**Pinellas County**  
**Parcel ID: 13-27-15-25272-000-0220**  
**GDE Project No.: 22-317**

Dear Mr. AlGhafari:

**Ground Down Engineering, Inc. (GDE)** has completed the requested additional testing needed to augment previously provided geotechnical information for the proposed townhome development. The additional testing consisted of a double ring infiltration (DRI) test to directly measure the infiltration rate at the proposed stormwater pond location. A hand auger boring was also performed to a depth of 6 feet at the DRI test location to measure the present groundwater level.

The DRI test was performed on August 29, 2022 at a depth of approximately two feet below existing grade. The DRI test was performed in general accordance with procedures outlined in ASTM D-3385. The approximate testing location is shown on the attached DRI Location Plan (Figure 1). Graphical results of the double ring infiltration test are presented in Figure 2 attached. Generally, we recommend an infiltration rate of 22.5 inches per hour be used for stormwater pond design. The hand auger boring revealed fine sand to 6 feet below existing grade, and the groundwater table was not encountered above a depth of 6 feet below existing grade at the test location. Seasonal high groundwater level is estimated to be more than 6 feet below existing grade at the location explored.

GDE appreciates the opportunity to participate in this project and hopes that the information provided is sufficient for your design. If you have any questions or comments, please contact us.

Sincerely,

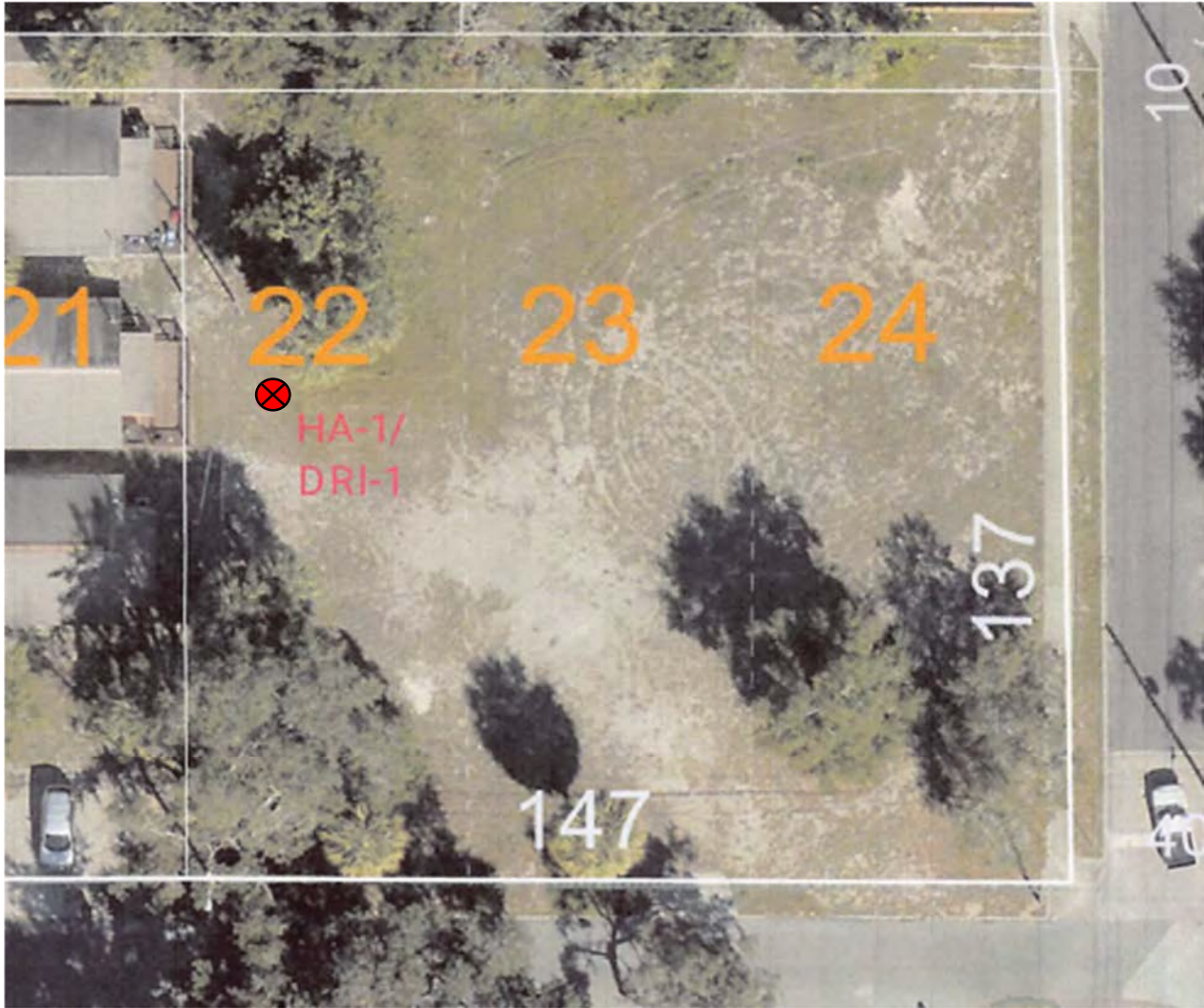
**Ground Down Engineering, Inc.**  
GDE FL Certificate of Authorization No. 9599

Brian D. Richardson, P.E.  
Senior Geotechnical Engineer  
FL Reg. No. 84354

Laurel A. Hall, P.E.  
President  
FL Reg. No. 3839

Attachments  
Figure 1: DRI Location Plan  
Figure 2: Graphical Results of Double Ring Infiltration Test





ABOVE AERIAL IMAGE FROM PINELLAS COUNTY PROPERTY APPRAISER.

### **LEGEND**

**DRI-1/  
HA-1**



APPROXIMATE LOCATION OF DRI TEST & HAND AUGER BORING



PROPOSED TOWNHOME DEVELOPMENT

DRI LOCATION PLAN

PINELLAS COUNTY

DATE: 9/9/2022

GDE JOB: 22-317

Checked by: LH

Drawn by : BR

**FIGURE 1**

PAGE 1 OF 1



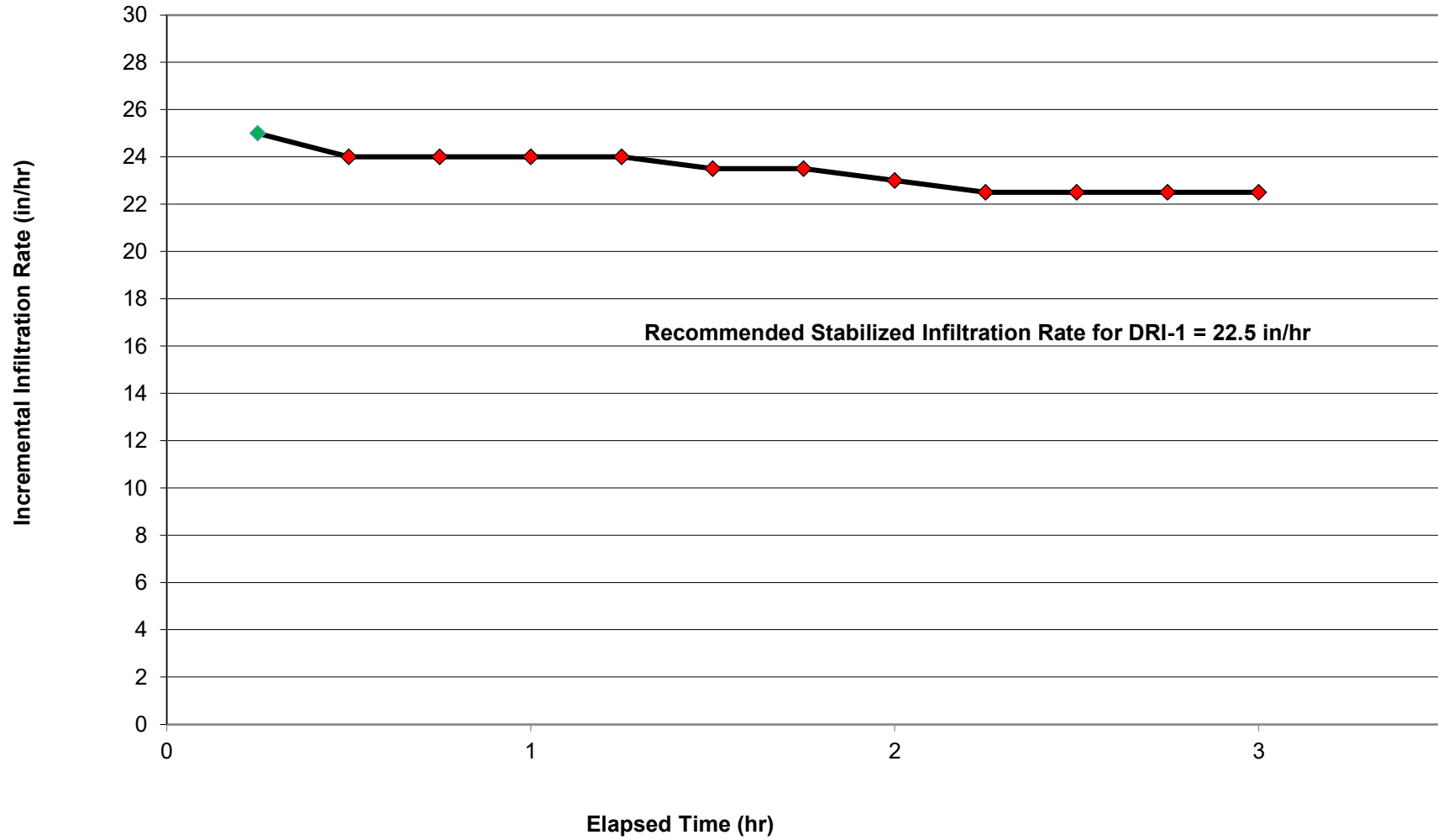
**Figure 2: Graphical Results of Double Ring Infiltration Test  
Proposed Townhome Development**

Northwest Corner of E Lime St and S Grosse Ave

Tarpon Springs, FL

GDE Project No. 22-317

Testing Performed 8-29-2022





**RESOLUTION NO. 2022-09**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-07 REQUESTING CONDITONAL USE APPROVAL TO ALLOW FOR ALTERNATIVE DIMENSIONAL CRITERIA WITHIN THE RM (RESIDENTIAL MULTIFAMILY) ZONING DISTRICT, FOR THE PURPOSE OF DEVELOPING A SEVEN-UNIT, MULTI-FAMILY DEVELOPMENT, LOCATED AT THE NORTHWEST CORNER OF E. LIME STREET AND S. GROSSE AVENUE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs has received an application for a Conditional Use to allow for alternative dimensional criteria within the RM (Residential Multifamily) zoning district; and,

**WHEREAS**, the Land Development Code provides the opportunity within the RM zoning district to request an alternative dimensional plan through the conditional use process, whereby the zoning dimensional criteria may be modified to accommodate unique residential projects that do not conform to the traditional zoning dimensional criteria, or those developments located within unusual or difficult project sites; and,

**WHEREAS**, requests for alternative dimensional plans shall be reviewed for compatibility, where factors such as scale, mass, intensity, size, height, style, and aesthetics shall be considered; and,

**WHEREAS**, the proposed alternative dimensional plan results in the development of a seven-unit, multifamily apartment development; and,

**WHEREAS**, the modified dimensions include reduced front, side and rear yard setbacks, as shown in Exhibit A; and,

**WHEREAS**, the Planning and Zoning Board held public hearings on this application at its meeting of March 28, 2022 and April 18, 2022; and,

**WHEREAS**, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and,

**WHEREAS**, written legal notice of this action has been provided in accordance with Article XII of the Comprehensive Zoning and Land Development Code.



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:**

**SECTION 1: FINDINGS**

Application #22-07 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 #22-07 under Resolution 2022-09, requesting Conditional Use approval to allow an alternative dimensional plan, as outlined in Exhibit A, located at the northwest corner of E. Lime Street and S. Grosse Avenue is approved with the following conditions:

1. The proposed setbacks shall be considered the minimum required and may be increased, if necessary, during the site plan process.
2. Buffering of the parking lot from adjacent properties shall be addressed during the site plan process.
3. During the site plan review process the applicant will work with staff and Waste Management for a workable solution for the collection and disposal of solid waste.
4. The 10' alley providing access to the rear parking area must be improved to an acceptable standard and must be maintained as a clear drive access for the entire 10' width of the alley.

**SECTION 3: EFFECTIVE DATE**

This Resolution shall be effective upon adoption.



PASSED and ADOPTED this 10th day of May, 2022 .

  
COSTA S. VATIKIOTIS, MAYOR

  
CRAIG K. LUNT, VICE MAYOR

  
JACOB KARR, COMMISSIONER

  
MIKE EISNER, COMMISSIONER

  
PANAGIOTIS KOULIAS, COMMISSIONER

MOTION BY: VICE MAYOR LUNT  
SECOND BY: COMMISSIONER EISNER/KOULIAS

**VOTE ON MOTION**

COMMISSIONER KOULIAS	<u>Yes</u>
COMMISSIONER EISNER	<u>Yes</u>
COMMISSIONER KARR	<u>Yes</u>
VICE MAYOR LUNT	<u>Yes</u>
MAYOR VATIKIOTIS	<u>Yes</u>

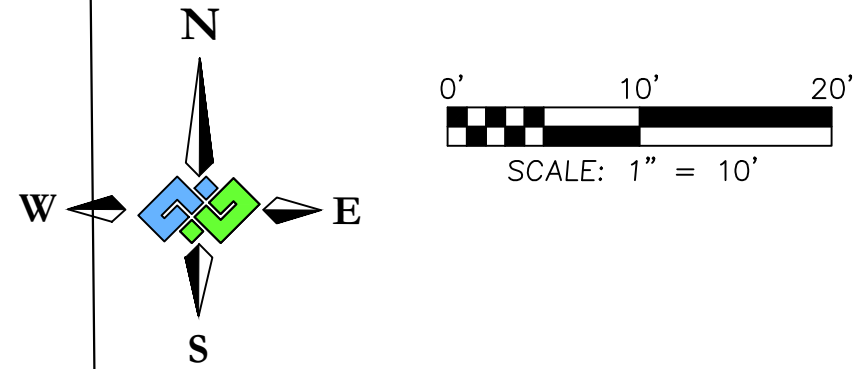
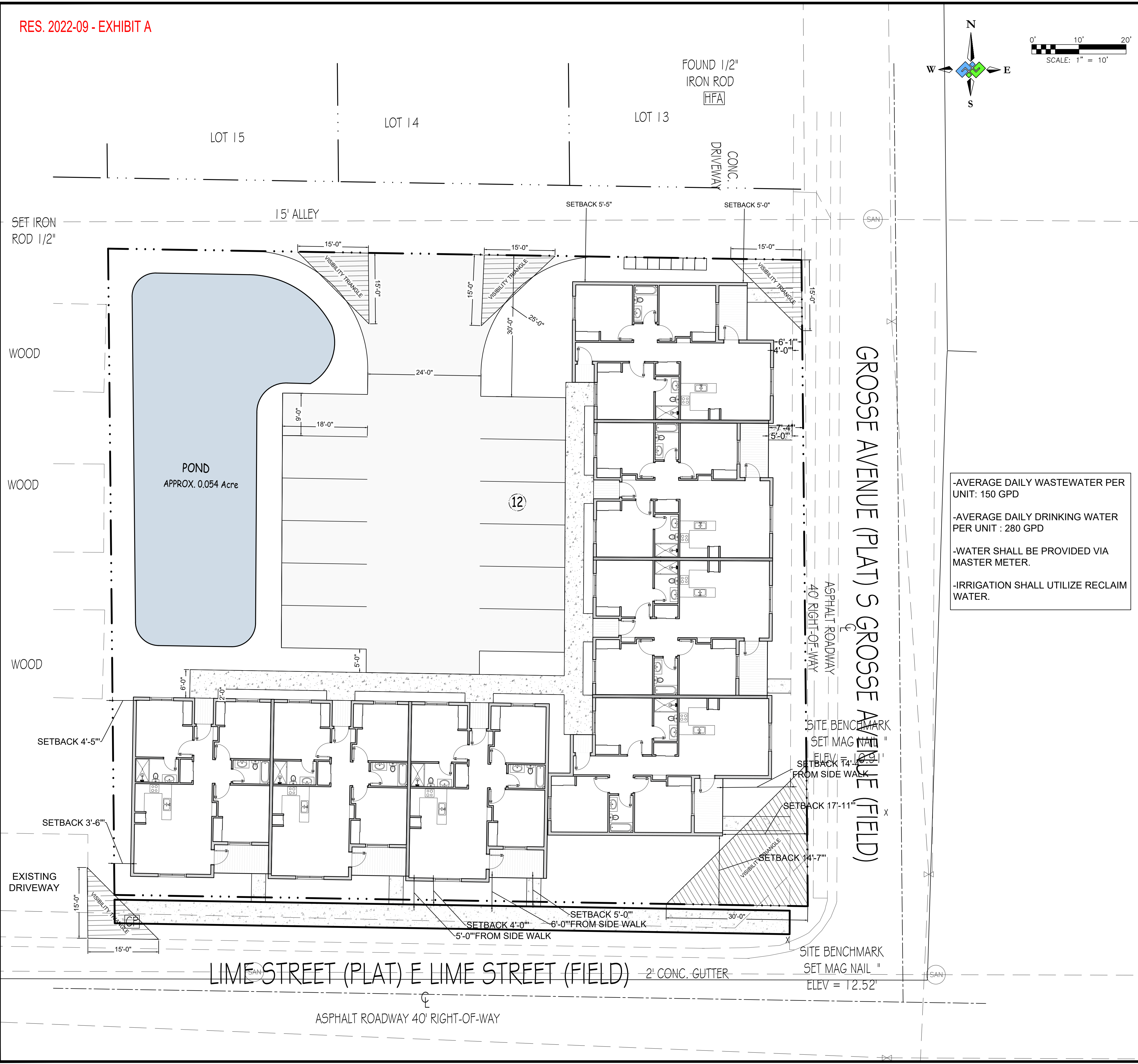
ATTEST:

  
IRENE S. JACOBS, CMC  
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

  
THOMAS J. TRASK, B.C.S  
CITY ATTORNEY





- AVERAGE DAILY WASTEWATER PER UNIT: 150 GPD
- AVERAGE DAILY DRINKING WATER PER UNIT : 280 GPD
- WATER SHALL BE PROVIDED VIA MASTER METER.
- IRRIGATION SHALL UTILIZE RECLAIM WATER.

SITE LEGEND

- PROP. TREE BARRICADE
- PROP. ROOT PRUNING
- SITE BOUNDARY LINE
- CENTER LINE OF ROAD
- RIGHT-OF-WAY
- EXISTING EDGE OF PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED BUILDING
- TYP TYPICAL
- 10 10 PARKING SPACES
- S/W SIDEWALK
- R5' 5' RADIUS
- LF LINEAR FEET
- SF SQUARE FEET
- 6 NUMBER OF UNITS IN BLDG.
- PROPOSED SPOT ELEVATION
- PROP. FINISH GRADE SHALL MATCH EXISTING GRADE
- PROP. WATER METER
- EX. SPOT ELEV.
- PROP. SIGN
- PROP. ELE. FOR TOP OF CURB & EOP
- EXISTING TREES
- EX TREE NUMBER 36 SIZE 24" OAK TREE TO BE DEMOLISHED
- MAGNOLIA MIN. 2" CAL.
- DOGWOOD MIN. 2" CAL.
- EASTER REDBUD MIN. 2" CAL.

SITE INFORMATION

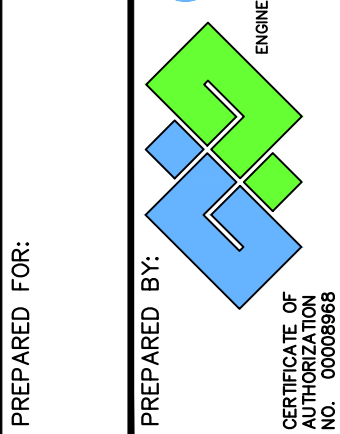
Project Name	Suzana 2	Suzana 2
Address	NA	TBA
Folio Nbr	13-27-15-25272-000-0220	13-27-15-25272-000-0220
Site Area	20139	20139
	Existing/Code - Min/Max	Proposed
Zoned District	RM-Residential MultiFamily	RM-Residential MultiFamily
Land Use	Residential Medium	Residential Medium
Density	15 Dwelling/Acre	15x0.46 = 7
Parking Spaces	1.75/dwelling	12
Maximum Height	45ft	17ft
Minimum Net Floor Area	600sqft	1030sqft
Building Gross Floor Area	NA	7702.24
Building Envelope Area	NA	7702.24
BLD Coverage	NA	38.25%
FAR	NA	38.25%
Impervious Surface Area	NA	12847
Impervious Surface Ratio	NA	63.79%
Setback		
Front	25	MIN 4
Front	25	MIN 4
Side	20	MIN 5
Side	20	MIN 3.5

REVIEW

NO.	DATE	DESCRIPTION	BY
9			
8			
7			
6			
5			
4			
3			
2			
1			

PROJECT NAME: SUZANA 2 APARTMENT  
PROJECT LOCATION: CITY OF TARPON SPRINGS, FLORIDA  
SHEET NAME: SITE PLAN

PREPARED BY: SAM MUSTAFA  
GHAFARI  
ENGINEERING CONSULTING ONE PROJECT AT A TIME™  
2166 W. BUCH BLVD. SU. 200  
TAMPA, FL 33612  
WWW.GHAFARI.NET 813-995-1200



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SCALE: AS SHOWN  
SHEET SIZE: D  
SHEET: C-100  
OF







# **NORTH LAKE TRAIL FINAL PLAT #22-97**

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Board of Commissioners – January 10, 2023



**CITY OF TARPON SPRINGS**  
PLANNING & ZONING DEPARTMENT



# REQUEST

- **#22-97 – North Lake Trail – Final Plat [Resolution #2023-06]**
  - 18 Lot, Single-Family Subdivision
- **Owner/Applicant** – North Lake Trail, LLC
- **Location** – Southeast corner of Jasmine Avenue & Melon Street

Staff recommends adoption of Resolution 2023-06 approving the final plat.



# RESOLUTION #2022-06

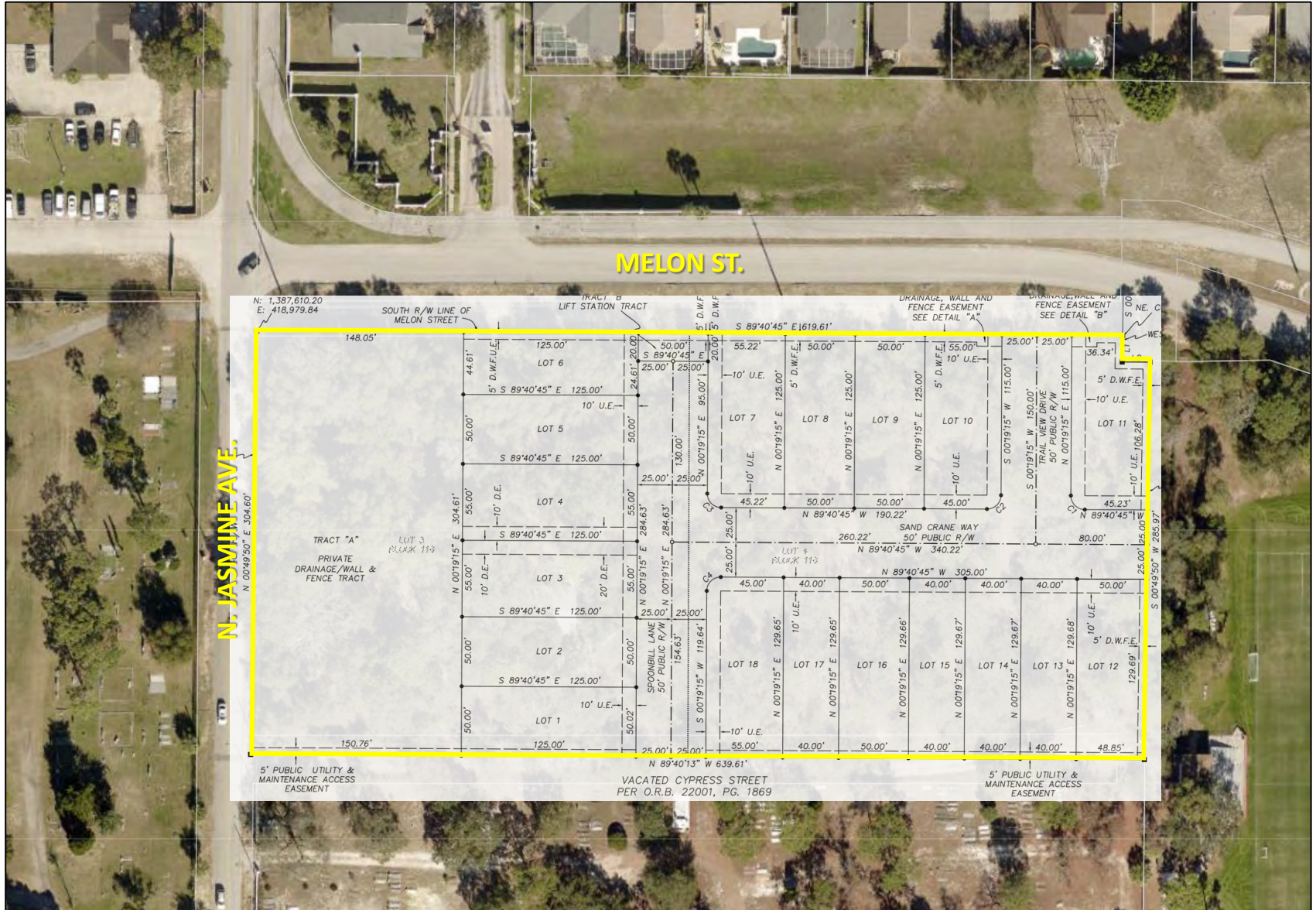
- **Final Planned Development Conditions**

- ✓ 1. For roadways dedicated to the public, the plat shall include sufficient assurances providing for the property maintenance of the stormwater components in the right-of-way in coordination with privately maintained components of the system. Such assurances shall be on the plat and/or in agreements prepared by the applicant to the satisfaction of the City.
2. Individual home plans shall adhere to the dimensional standards approved with the Preliminary Planned Development for setbacks, as set forth in Resolution 2021-26, and shall otherwise conform to the regulations for Single Family Detached Dwellings in accordance with Section 78.01 of the LDC. *Will be verified for each building permit for the individual homes.*
- ✓ 3. The additional municipal easement documents must be executed prior to site construction permit being issued.
- ✓ 4. All outstanding technical stormwater comments must be resolved prior to the site construction permit being issued.





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING DEPARTMENT**







**CITY OF TARPON SPRINGS  
BOARD OF COMMISSIONERS  
[JANUARY 10, 2023]**

**STAFF MEMO – JANUARY 4, 2023**

**Application No. / Project Title:** #22-97 North Lake Trail Plat

**Staff:** Renea Vincent, AICP, CPM, Planning and Zoning Director

**Applicant / Owner:** North Lake Trail, LLC

**Parcel ID:** 12-27-15-89982-116-0300

**STAFF RECOMMENDATION:**

Adopt Resolution 2023-06 approving the final plat entitled "*North Lake Trail.*"

**BACKGROUND SUMMARY:**

Located on southeast corner of Jasmine Avenue and Melon Street, this private subdivision contains 18 single family detached dwelling lots. The Final Planned Development/Site Plan for this plat was approved by the Board of Commissioners and became effective on March 21, 2022, under Resolution #2022-06. A portion of the infrastructure has been constructed. A Letter of Credit has been provided for the remainder, which includes roadway construction, storm sewer construction, and sanitary sewer installation. The approved Engineer's Certified Estimate is included with this agenda packet. The proposed final plat is in compliance with Article X. – Subdivision Regulations, of the City's Land Development Code and with Florida Statutes Chapter 177.

**ATTACHMENTS:**

1. Draft Resolution 2023-06
2. North Lake Trail Final Plat
3. Irrevocable Letter of Credit
4. Engineer's Certified Cost Estimates
5. Applicant's Property Information Report
6. City Clerk Lien Search
7. HOA Bylaws
8. HOA Declaration of Covenants, Conditions, and Restrictions
9. Final Plan Development Resolution (Res. #2022-06)



## RESOLUTION No. 2023-06

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING THE FINAL SUBDIVISION PLAT (APPLICATION #22-97) NORTH LAKE TRAIL; ACCEPTING ALL OFFERS OF DEDICATION AS DESCRIBED IN SAID PLAT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO CERTIFY APPROVAL THEREON; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 21, 2022, the Board of Commissioners approved Resolution 2022-06 granting Final Planned Development approval for the North Lake Trail residential planned development; and,

**WHEREAS**, all required infrastructure improvements have been constructed or secured by an irrevocable letter of credit as required by Land Development Code Sections 164.03 and 164.04; and,

**WHEREAS**, North Lake Trail, LLC, has caused the Final Plat for North Lake Trail to be drawn for the subject parcel of land; and,

**WHEREAS**, the Final Plat meets the requirements of Section 164.05, Final Subdivision Plat Review, of the Tarpon Springs 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. APPROVAL**

The Final Plat of North Lake Trail, prepared by Jon S. Robbins, PSM, Florida Professional Surveyor and Mapper No. 4452, is hereby approved.

Execution of the plat by the City Manager will indicate that all requirements of the Land Development Code have been satisfied and shall constitute dedication and acceptance of all improvements, easements, and rights specified on the Final Plat.

The Mayor, City Manager, and City Clerk are hereby authorized to endorse this approval by the Board of Commissioners on the Final Plat.

Tax parcel number: 12-27-15-89982-116-0300

### **Section 2. EFFECTIVE DATE**

This Resolution shall be effective upon adoption.



# NORTH LAKE TRAIL

A REPLAT OF LOTS 3 AND 4, BLOCK 116, LESS ROAD RIGHT-OF-WAY ON THE NORTH, OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H4, PAGE 79 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; AND THE SOUTH 270 FEET OF THE NORTH 303 OF THE WEST 1/2 OF THE VACATED CAMELIA AVENUE LYING EAST AND SOUTHERLY OF LOT 4, AND THE NORTH 20.00 FEET OF THE VACATED CYPRESS STREET LYING SOUTH OF BLOCK 116, ALL LYING IN SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, TARPON SPRINGS, PINELLAS COUNTY, FLORIDA.

## LEGAL DESCRIPTION

LOTS 3 AND 4, BLOCK 116, LESS ROAD RIGHT-OF-WAY ON THE NORTH, OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H4, PAGE 79 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; AND THE SOUTH 270 FEET OF THE NORTH 303 OF THE WEST 1/2 OF THE VACATED CAMELIA AVENUE LYING EAST AND SOUTHERLY OF LOT 4, AND THE NORTH 20.00 FEET OF THE VACATED CYPRESS STREET LYING SOUTH OF BLOCK 116, ALL LYING IN SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "E", NORTH LAKE OF TARPON SPRINGS - PHASE 2, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 123, PAGES 11 AND 12 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF MELON STREET SOUTH 89°40'45" EAST, A DISTANCE OF 425.15 FEET TO A POINT ON THE WEST, RIGHT-OF-WAY LINE OF CAMELIA AVENUE; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE SOUTH 00°50'40" WEST, A DISTANCE OF 85.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 116 FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°49'50" WEST, A DISTANCE OF 18.72 FEET; THENCE SOUTH 89°40'13" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTERLINE OF CAMELIA AVENUE; THENCE ALONG SAID CENTERLINE SOUTH 00°49'50" WEST, A DISTANCE OF 285.97 FEET; THENCE NORTH 89°40'13" WEST, A DISTANCE OF 639.61 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF JASMINE AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°49'50" EAST, A DISTANCE OF 304.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MELON STREET, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 116; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF MELON STREET SOUTH 89°40'45" EAST, A DISTANCE OF 619.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 4.46 ACRES MORE OR LESS.

## DEDICATION

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND PLATTED AS NORTH LAKE TRAIL AND BESIDES THEIR INTERESTS THEREIN, THERE ARE NO OUTSTANDING INTERESTS IN SAID TRACT OF LAND AND THAT THE OWNERS DO HEREBY DEDICATE TO THE PUBLIC, ALL RIGHTS-OF-WAY AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC", AND FURTHER MAKE THE FOLLOWING CONVEYANCES, DEDICATIONS AND RESERVATIONS:

LEGAL TITLE TO TRACT "A" (PRIVATE DRAINAGE/WALL/FENCE TRACT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO NORTH LAKE TRAIL OF TARPON SPRINGS HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS (THE HOMEOWNERS ASSOCIATION). BECAUSE SAID TRACT RECEIVES THE DRAINAGE FROM THE DEVELOPMENT, OR DRAINAGE FROM IMPROVEMENTS BUILT FOR THE USE AND BENEFIT OF THE DEVELOPMENT SHOWN OR REFERENCED HEREIN, THE TRACT SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

LEGAL TITLE TO TRACT "B" (LIFT STATION TRACT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION. THE TRACT SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION

THE PRIVATE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE BENEFIT OF THE LOTS AND TRACTS WITHIN THE SUBDIVISION FOR THE PURPOSES STATED HEREON.

THE OWNER DOES FURTHER GRANT CONVEY AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY ALL PUBLIC UTILITY IMPROVEMENTS, FACILITIES AND APPURTENANCES, TOGETHER WITH ANY NECESSARY EASEMENTS, LYING WITHIN OR UPON THE LANDS DEPICTED ON THIS PLAT.

OWNER DOES FURTHER GRANT, CONVEY AND DEDICATE TO THE PUBLIC AND ALL APPROPRIATE UTILITY ENTITIES A NON-EXCLUSIVE EASEMENT FOR STREET LIGHTS, TELEPHONE, ELECTRIC, CABLE TELEVISION, AND OTHER PUBLIC UTILITIES OVER AND ACROSS THOSE PORTIONS OF THE PLAT SHOWN AS PUBLIC UTILITY EASEMENTS, THE USE AND BENEFIT OF WHICH SHALL EXTEND AND INSURE TO THE BENEFIT OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTS, INCLUDING ALL AGENCIES AND DEPARTMENTS THEREOF.

THE GRANTING OF EASEMENTS TO THE CITY OF TARPON SPRINGS DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.

## OWNER

GGR NORTH LAKE TRAIL, LLC.  
A FLORIDA LIMITED LIABILITY COMPANY

\_\_\_\_\_  
GEORGE STAMAS  
SECRETARY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS NAME PRINTED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS NAME PRINTED

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION PERSONALLY APPEARED GEORGE STAMAS, SECERETARY OF GGR NORTH LAKE TRAIL, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND SEAL ON THE BELOW DATE.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

\_\_\_\_\_  
DATE

~~PRECISION SURVEYING & MAPPING, INC.~~  
7710 MASSACHUSETTS AVENUE, NEW PORT RICHEY, FLORIDA 34653  
PHONE 727-841-8414  
LB NO. 6734

## CONFIRMATION OF ACCEPTANCE

NORTH LAKE TRAIL OF TARPON SPRINGS HOMEOWNERS ASSOCIATION, A FLORIDA CORPORATION, JOINS IN THE DEDICATION FOR THE PURPOSE OF ACCEPTING THE MAINTENANCE OF TRACT "A", TRACT "B" AND ALL OF THE PRIVATE EASEMENTS SHOWN ON THIS PLAT.

NORTH LAKE TRAIL OF TARPON SPRINGS HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION

BY: \_\_\_\_\_  
GEORGE C. ZUTES - PRESIDENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS NAME PRINTED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS NAME PRINTED

## CITY OF TARPON SPRINGS

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, THE FOREGOING PLAT WAS APPROVED TO BE RECORDED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS.

\_\_\_\_\_  
COSTA VATIKIOTIS, MAYOR

## CITY ATTORNEY

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, THE FOREGOING PLAT WAS APPROVED AS TO FORM.

\_\_\_\_\_  
THOMAS J. TRASK, B.C.S., CITY ATTORNEY

## CITY CLERK & COLLECTOR

ATTESTED TO:

\_\_\_\_\_  
IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR

## CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, IN PLAT BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_\_.

\_\_\_\_\_  
KEN BURKE, CLERK  
PINELLAS COUNTY, FLORIDA

## REVIEW OF PLAT BY PROFESSIONAL SURVEYOR & MAPPER

UPON THE REQUEST OF THE CITY OF TARPON SPRINGS, I HEREBY CERTIFY THAT, PURSUANT TO CHAPTER 177.08(1), FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT AND FIND THAT IT CONFORMS TO CHAPTER 177, PART 1, OF THE FLORIDA STATUES. THIS REVIEW DOES NOT CONSTITUTE MATHEMATICAL CLOSURE, THIS IS THE RESPONSIBILITY OF THE SIGNING SURVEYOR.

SIGNED & SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOEL C. MAGEE, P.S.M.  
FLORIDA REGISTRATION NUMBER 6430

## SURVEYOR'S CERTIFICATE

I JON S. ROBBINS, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND AMENDMENTS THEREOF. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S), AS SHOWN HEREON HAVE BEEN SET AS OF THE DATE OF THIS CERTIFICATION AND THAT THE PERMANENT CONTROL POINTS (PCP'S) AND THE LOT AND TRACT CORNERS, AS INDICATED HEREON, WILL BE SET PER THE REQUIREMENTS OF FLORIDA STATUTE AND PURSUANT TO THE TERMS OF THE BOND.

PRECISION SURVEYING & MAPPING, INC.  
7710 MASSACHUSETTS AVENUE  
NEW PORT RICHEY, FLORIDA 34653  
CERTIFICATE OF AUTHORIZATION NO. LB-6734

\_\_\_\_\_  
JON S. ROBBINS  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4452.

\_\_\_\_\_  
DATE

NORTH LAKE TRAIL  
SHEET 1 OF 2



# NORTH LAKE TRAIL

A REPLAT OF LOTS 3 AND 4, BLOCK 116, LESS ROAD RIGHT-OF-WAY ON THE NORTH, OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H4, PAGE 79 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; AND THE SOUTH 270 FEET OF THE NORTH 303 OF THE WEST 1/2 OF THE VACATED CAMELIA AVENUE LYING EAST AND SOUTHERLY OF LOT 4, AND THE NORTH 20.00 FEET OF THE VACATED CYPRESS STREET LYING SOUTH OF BLOCK 116, ALL LYING IN SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST, TARPON SPRINGS, PINELLAS COUNTY, FLORIDA.

NOTES

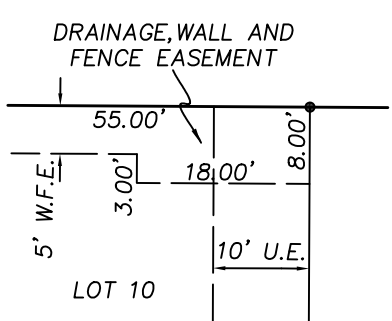
1. EASEMENTS ARE SHOWN THUS ===== AND THUS ===== AND ARE FOR THE PURPOSE STATED.
2. BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF SOUTH 89°40'45" EAST FOR THE NORTH RIGHT-OF-WAY LINE OF MELON STREET.
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. ALL SIDE LOT LINES ARE RADIAL TO THE FRONT AND/OR THE REAR LOT LINE UNLESS NOTED BY (N.R.) WHICH INDICATES A SIDE LOT LINE BEING NON-RADIAL.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS PROVISION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. BUILDING SETBACKS:  
FRONT YARD - MIN. 20'  
SIDE YARD (INTERIOR) - MIN. 5'  
SIDE YARD (STREET) - MIN. 10'  
REAR YARD - MIN. 10'
7. ALL LOTS SHALL HAVE A PRIVATE 5' DRAINAGE UTILITY EASEMENT AT THE SIDE AND REAR LOT LINES.

LEGEND

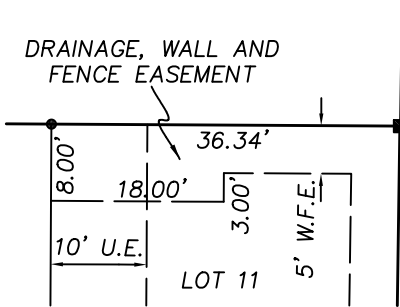
- PG. = PAGE  
E: = EASTING  
N: = NORTHING  
P.B. = PLAT BOOK  
N.R. = NOT RADIAL  
R/W = RIGHT-OF-WAY  
LB = LICENSED BUSINESS  
P.O.B. = POINT OF BEGINNING  
O.R.B. = OFFICIAL RECORDS BOOK  
P.O.C. = POINT OF COMMENCEMENT  
U.E. = PUBLIC UTILITY EASEMENT  
D.E. = PUBLIC DRAINAGE EASEMENT  
P.R.M. = PERMANENT REFERENCE MONUMENT  
D.W.F.E. = PRIVATE DRAINAGE, WALL & FENCE EASEMENT  
D.W.F.U.E. = PRIVATE DRAINAGE, WALL, FENCE & UTILITY EASEMENT  
P.C.P. = PERMANENT CONTROL POINT  
W.F.D.E. = PRIVATE WALL, FENCE & DRAINAGE EASEMENT
- ⊕ INDICATES POINT NOT FOUND OR SET.
- INDICATES PERMANENT REFERENCE MONUMENT.  
SET 4" X 4" CONCRETE MONUMENT  
MARKED: P.R.M., L.B. = 6734
- INDICATES LOT/TRACT CORNER OR CHANGE IN DIRECTION.  
SET 5/8" IRON ROD & CAP MARKED PRECISION LB 6734
- INDICATES PERMANENT CONTROL POINT.  
SET MAG NAIL & DISK P.C.P. LB 6734

LINE	BEARING	DISTANCE
L1	S 00°49'50" W	18.72'
L2	S 89°40'13" E	20.00'

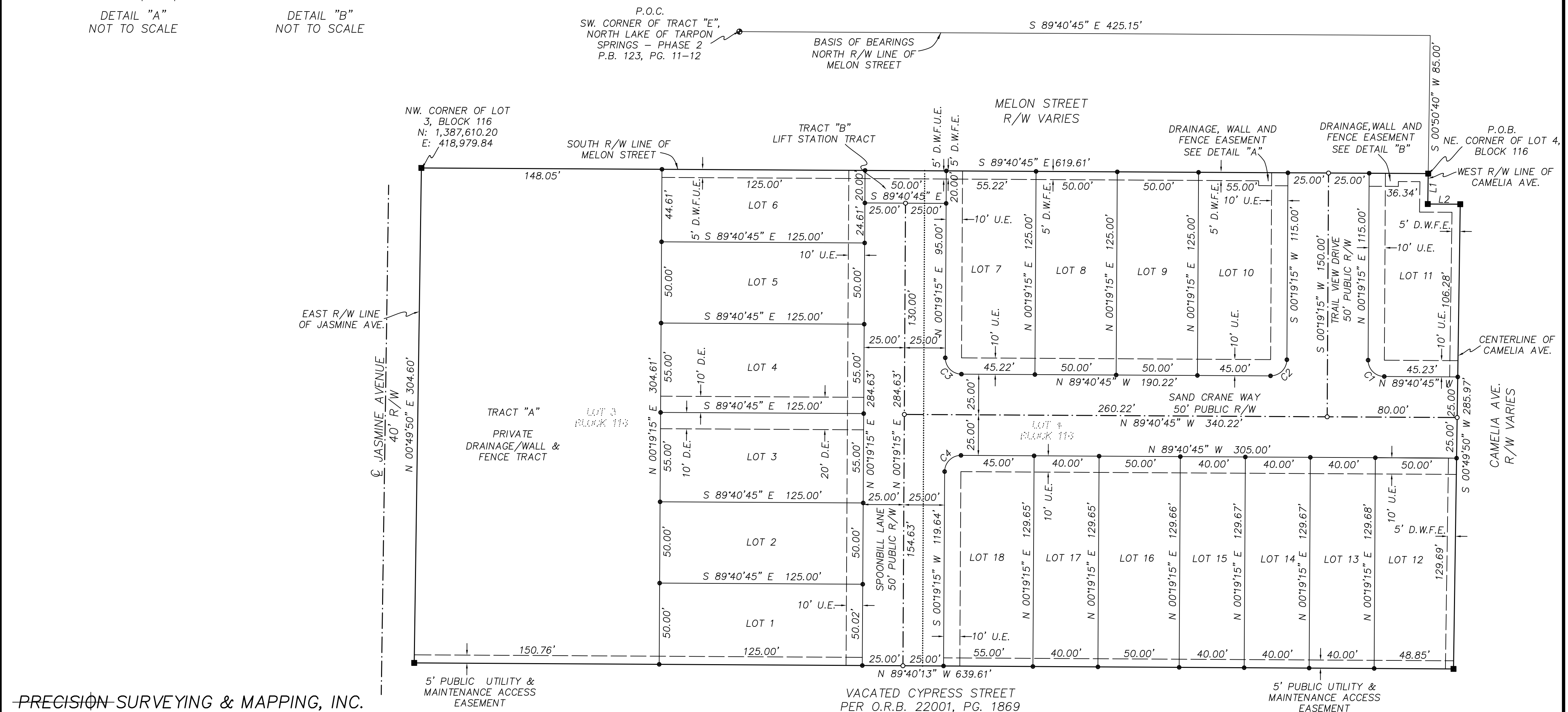
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	90°00'00"	10.00'	15.71'	14.14'	N 44°40'45" W
C2	90°00'00"	10.00'	15.71'	14.14'	N 45°19'15" E
C3	90°00'00"	10.00'	15.71'	14.14'	N 44°40'45" W
C4	90°00'00"	10.00'	15.71'	14.14'	N 45°19'15" E



DETAIL "A"  
NOT TO SCALE



DETAIL "B"  
NOT TO SCALE



~~PRECISION SURVEYING & MAPPING, INC.~~  
7710 MASSACHUSETTS AVENUE, NEW PORT RICHEY, FLORIDA 34653  
PHONE 727-841-8414  
LB NO. 6734

NORTH LAKE TRAIL  
SHEET 2 OF 2





Original

December 29, 2022

**VALLEY NATIONAL BANK IRREVOCABLE  
STANDBY LETTER OF CREDIT NUMBER: OD22003045**

**To: Beneficiary**

Name: City of Tarpon Springs  
Address: 324 E. Pine Street  
Tarpon Springs, FL 34689

**Applicant**

Name: GGR North Lake Trail, LLC  
Address: 46 W. Lemon Street  
Tarpon Springs, FL 34689

**Amount:** U.S. \$75,201.97 (United States Dollars Seventy Five Thousand Two Hundred One and 97/100)

**Expiration Date:** December 29, 2023 at our counters at 924 Broadway, 4<sup>th</sup> Floor, New York, NY 10010

We hereby establish our irrevocable, standby letter of credit in your favor which is available with us at our office indicated herein by sight payment. It is available against presentation of beneficiary's draft(s) drawn on us at sight, accompanied by the following documents:

1. Beneficiary's dated statement purportedly signed by an authorized officer, marked "Original", reading: "The undersigned, an authorized officer of the beneficiary of Letter of Credit No. OD22003045 issued by Valley National Bank, hereby certifies that the amount currently drawn under the aforementioned letter of credit represents the amount due as a result of the failure of GGR North Lake Trail, LLC to comply with the terms and conditions of a certain Engineer's Estimate dated October 10, 2022 for drawings entitled, "Engineer's Partial Performance Plat Bond Cost Estimate for North Lake Trail", prepared by Emily Sisson."
2. This original letter of credit, including any and all original amendments thereto.

The expiration date of this letter of credit shall be deemed automatically extended, without amendment, for one year from the expiration date hereof and from any future expiration date unless, at least sixty (60) days prior to any expiration date, we send notification to you to your address indicated herein in writing by registered or certified mail, return receipt requested, UPS, FedEx or hand delivery (with receipt acknowledged), that the expiration date of this letter of credit will not extend beyond its current expiration date. Upon such notice, drawing(s) hereunder may also be made, up to the then current expiration date, against presentation of the following documents:

1. Beneficiary's draft(s) drawn on us at sight.
2. Beneficiary's dated statement purportedly signed by an authorized officer, marked "Original", reading: "The undersigned, an authorized officer of the beneficiary of Letter of Credit No. OD22003045 issued by Valley National Bank, hereby certifies that we are in receipt of a written notice from Valley National Bank that the expiration date of the aforementioned letter of credit will not extend beyond its current expiration date and we have not received a replacement letter of credit or other acceptable security."
3. The original of this letter of credit, including any and all original amendments thereto.

Partial and multiple drawings are permitted.

All drafts must be marked: "Drawn under Valley National Bank Irrevocable Standby Letter of Credit No. OD22003045 dated December 29, 2022."

The original of this Letter of Credit must be submitted to us for any drawings hereunder for our endorsement of any payments effected by us and/or for cancellation. If your demand represents a partial drawing hereunder, we will endorse the original of this Letter of Credit and return same to the beneficiary for possible future drawings.

International Department  
Standby Letter of Credit Section  
P: 212-253-4901 • 212-253-5065  
F: 212-254-0573 • 212-254-0715  
924 Broadway, 4th Floor  
New York, NY 10010





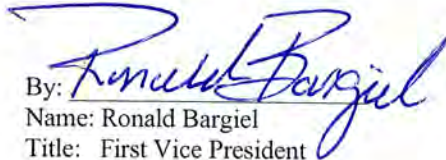
All correspondence to Valley National Bank concerning this letter of credit shall be addressed to the office indicated herein.

We hereby agree with you that any drawings under and in compliance with the terms and conditions of this letter of credit shall be duly honored upon presentation to us.

This irrevocable letter of credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 and any subsequent revisions thereof approved by a congress of the International Chamber of Commerce and adhered to by us and shall be governed by the laws of the State of Florida.

Very truly yours,

**VALLEY NATIONAL BANK**

By:   
Name: Ronald Bargiel  
Title: First Vice President

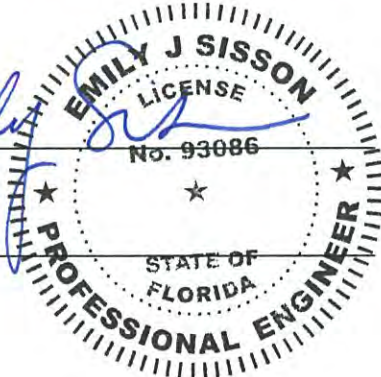
International Department  
Standby Letter of Credit Section  
P: 212-253-4901 • 212-253-5065  
F: 212-254-0573 • 212-254-0715  
924 Broadway, 4th Floor  
New York, NY 10010



ENGINEER'S CERTIFICATION  
Partial Completion of Improvements

I, Emily Sisson, P.E., hereby certify that the improvements listed as complete in the Engineers Partial Performance Plat Bond Estimate dated December 7, 2022 in connection with the North Lake Trail project have been inspected and found to be in substantial compliance with the Construction Plans For North Lake Trail, as permitted by the City of Tarpon Springs under permit 22-955, or authorized changes thereto meeting the terms of the City of Tarpon Springs Land Development Code to the best of my knowledge and belief. Any minor deviations from the Plans and Specifications will not prevent the project from functioning in compliance with the requirements of the City of Tarpon Springs, SWFWMD or other applicable regulatory agencies. Record drawings showing any changes shall be submitted at the completion of the site development improvements.

Emily Sisson  
Professional Engineer  
12/7/22

A circular professional engineer seal for Emily J. Sisson. The outer ring contains the text "EMILY J SISSON" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. Inside the ring, the word "LICENSE" is at the top, "No. 93086" is in the center, and "STATE OF FLORIDA" is at the bottom, also separated by two stars. A blue ink signature of Emily Sisson is written across the seal.



# ENGINEER'S PARTIAL PERFORMANCE PLAT BOND COST ESTIMATE

Project: North Lake Trail

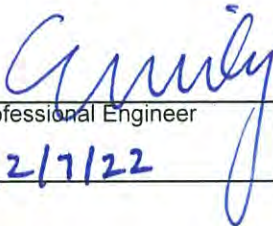
Date Prepared: 12/7/22

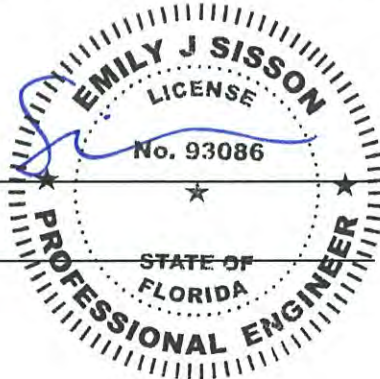
(Attached Schedules Incorporated by Reference)

<u>Schedule I</u>	<u>Completed</u> <u>Improvements</u>	<u>Incomplete</u> <u>Improvements</u>	<u>Total</u>
"A" – Earthwork	\$326,834.24	\$0.00	\$326,834.24
"B" – Road	\$77,409.72	\$54,315.43	\$131,725.15
"C" – Storm Drainage	\$132,039.57	\$1,800.00	\$133,839.57
"D" – Misc Items	<u>\$108,109.53</u>	<u>\$3,750.00</u>	<u>\$111,859.53</u>
Subtotal	\$644,393.06	\$59,865.43	\$704,258.49
 <u>Schedule II</u>			
"A" – Water	\$134,736.08	\$0.00	\$134,736.08
"B" – Sanitary Sewer	\$210,367.20	\$8,500.00	\$218,867.20
"C" – Reclaimed	<u>\$45,623.00</u>	<u>\$0.00</u>	<u>\$45,623.00</u>
Subtotal	\$390,726.28	\$8,500.00	\$399,226.28
 Total	 <u>\$1,035,119.34</u>	 <u>\$68,365.43</u>	 <u>\$1,103,484.77</u>

Bond Amount 1.10 x \$68,365.43 = \$75,201.97

Approved By:

  
Professional Engineer  
12/7/22





## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IA Earthwork

### COMPLETED

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LS	1.00	DEMO EXISTING, STUMP REMOVAL, GRUB, SITE STRIP	\$ 75,000.00	\$ 75,000.00
LS	1.00	ROUGH GRADE SITE	\$ 19,000.00	\$ 19,000.00
LS	1.00	FINE GRADE SITE	\$ 48,000.00	\$ 48,000.00
CY	12,029.00	FILL SITE	\$ 12.56	\$ 151,084.24
SF	55,000.00	BUILDING PAD AREA	\$ 0.25	\$ 13,750.00
LS	1.00	GRADING AT SLOPED AREAS & ROAD WORK	\$ 20,000.00	\$ 20,000.00
		COMPLETED		
		SUBTOTAL - SCHEDULE IA		\$326,834.24



## ENGINEER'S ESTIMATE

**PROJECT:** North Lake Trail

**SCHEDULE:** IA Earthwork

### INCOMPLETE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LS	0.00	DEMO EXISTING, STUMP REMOVAL, GRUB, SITE STRIP	\$ 75,000.00	\$ -
LS	0.00	ROUGH GRADE SITE	\$ 19,000.00	\$ -
LS	0.00	FINE GRADE SITE	\$ 48,000.00	\$ -
CY	0.00	FILL SITE	\$ 12.56	\$ -
SF	0.00	BUILDING PAD AREA	\$ 0.25	\$ -
LS	0.00	GRADING AT SLOPED AREAS & ROAD WORK	\$ 20,000.00	\$ -
		<b>INCOMPLETE</b>		
		<b>SUBTOTAL - SCHEDULE IA</b>		<b>\$0.00</b>



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IB Road Construction

COMPLETED

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
SF	0.00	1-1/2" TYPE SP9.5 ASPHALT	\$ 11.11	\$ -
SF	613.00	6" CRUSHED CONCRETE	\$ 4.04	\$ 2,476.52
SF	613.00	12" STABILIZED SUBGRADE LBR40	\$ 1.25	\$ 766.25
LF	1,495.00	VALLEY GUTTER	\$ 49.61	\$ 74,166.95
SY	0.00	5' SIDEWALK	\$ 60.00	\$ -
LS	0.00	ADA HANDICAP RAMPS	\$ 675.00	\$ -
		COMPLETED		
		SUBTOTAL - SCHEDULE IB		\$77,409.72



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IB Road Construction

INCOMPLETE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
SF	613.00	1-1/2" TYPE SP9.5 ASPHALT	\$ 11.11	\$ 6,810.43
SF	0.00	6" CRUSHED CONCRETE	\$ 4.04	\$ -
SF	0.00	12" STABILIZED SUBGRADE LBR40	\$ 1.25	\$ -
LF	0.00	VALLEY GUTTER	\$ 49.61	\$ -
SY	758.00	5' SIDEWALK	\$ 60.00	\$ 45,480.00
LS	3.00	ADA HANDICAP RAMPS	\$ 675.00	\$ 2,025.00
		INCOMPLETE		
		SUBTOTAL - SCHEDULE IB		\$54,315.43



## ENGINEER'S ESTIMATE

**PROJECT:** North Lake Trail

**SCHEDULE:** IC Storm Drainage

**COMPLETED**

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	4,361.00	18" ADS HP	\$ 16.37	\$ 71,389.57
LF	100.00	24" ADS HP	\$ 42.50	\$ 4,250.00
LF	180.00	36" ADS HP	\$ 80.00	\$ 14,400.00
LF	7.00	TYPE RC-5 CURB INLET	\$ 4,250.00	\$ 29,750.00
EA	1.00	MANHOLE	\$ 5,000.00	\$ 5,000.00
EA	1.00	TYPE "E" CONTROL STRUCTURE	\$ 7,250.00	\$ 7,250.00
EA	0.00	24" MES	\$ 900.00	\$ -
		<b>COMPLETED</b>		
		<b>SUBTOTAL - SCHEDULE IC</b>		<b>\$132,039.57</b>



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IC Storm Drainage

### INCOMPLETE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	0.00	18" ADS HP	\$ 16.37	\$ -
LF	0.00	24" ADS HP	\$ 42.50	\$ -
LF	0.00	36" ADS HP	\$ 80.00	\$ -
LF	0.00	TYPE RC-5 CURB INLET	\$ 4,250.00	\$ -
EA	0.00	MANHOLE	\$ 5,000.00	\$ -
EA	0.00	TYPE "E" CONTROL STRUCTURE	\$ 7,250.00	\$ -
EA	2.00	24" MES	\$ 900.00	\$ 1,800.00
		INCOMPLETE		
		SUBTOTAL - SCHEDULE IC		\$1,800.00



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: ID Miscellaneous

### COMPLETED

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LS	1.00	MOBILIZATION	\$ 10,000.00	\$ 10,000.00
LF	2,000.00	SILT FENCE	\$ 2.61	\$ 5,220.00
EA	7.00	INLET PROTECTION	\$ 162.79	\$ 1,139.53
LS	1.00	RETAINING WALL	\$ 85,000.00	\$ 85,000.00
LS	0.50	CERTIFIED AS-BUILTS	\$ 7,500.00	\$ 3,750.00
LS	1.00	MOT	\$ 3,000.00	\$ 3,000.00
		COMPLETED		
		SUBTOTAL - SCHEDULE ID		\$108,109.53



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: ID Miscellaneous

INCOMPLETE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LS	0.00	MOBILIZATION	\$ 10,000.00	\$ -
LF	0.00	SILT FENCE	\$ 2.61	\$ -
EA	0.00	INLET PROTECTION	\$ 162.79	\$ -
LS	0.00	RETAINING WALL	\$ 85,000.00	\$ -
LS	0.50	CERTIFIED AS-BUILTS	\$ 7,500.00	\$ 3,750.00
LS	0.00	MOT	\$ 3,000.00	\$ -
		INCOMPLETE		
		SUBTOTAL - SCHEDULE ID		\$3,750.00



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IIA Water

### COMPLETED

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	984.00	8" PVC WATERMAIN	\$ 88.62	\$ 87,202.08
EA	4.00	8" GATE VALVE ASSEMBLY	\$ 3,967.00	\$ 15,868.00
EA	1.00	FIRE HYDRANT	\$ 7,140.00	\$ 7,140.00
EA	2.00	8" MJ TEE	\$ 158.00	\$ 316.00
EA	1.00	8" MJ BEND	\$ 2,800.00	\$ 2,800.00
EA	5.00	DOUBLE SERVICE	\$ 1,365.00	\$ 6,825.00
EA	8.00	SINGLE SERVICE	\$ 850.00	\$ 6,800.00
EA	3.00	CHLORINATE/SAMPLES	\$ 500.00	\$ 1,500.00
LS	1.00	TIE INTO EXISTING	\$ 1,285.00	\$ 1,285.00
LS	1.00	TESTING	\$ 5,000.00	\$ 5,000.00
		<b>COMPLETED</b>		
		<b>SUBTOTAL - SCHEDULE IIA</b>		<b>\$134,736.08</b>



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IIA Water

INCOMPLETE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	0.00	8" PVC WATERMAIN	\$ 88.62	\$ -
EA	0.00	8" GATE VALVE ASSEMBLY	\$ 3,967.00	\$ -
EA	0.00	FIRE HYDRANT	\$ 7,140.00	\$ -
EA	0.00	8" MJ TEE	\$ 158.00	\$ -
EA	0.00	8" MJ BEND	\$ 2,800.00	\$ -
EA	0.00	DOUBLE SERVICE	\$ 1,365.00	\$ -
EA	0.00	SINGLE SERVICE	\$ 850.00	\$ -
EA	0.00	CHLORINATE/SAMPLES	\$ 500.00	\$ -
LS	0.00	TIE INTO EXISTING	\$ 1,285.00	\$ -
LS	0.00	TESTING	\$ 5,000.00	\$ -
		<b>INCOMPLETE</b>		
		<b>SUBTOTAL - SCHEDULE IIA</b>		<b>\$0.00</b>



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IIB Sanitary Sewer

### COMPLETED

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	446.00	8" PVC 0-8' DEEP	\$ 263.00	\$ 117,298.00
LF	134.00	8" PVC 8-12' DEEP	\$ 263.00	\$ 35,242.00
EA	6.00	SINGLE SERVICES	\$ 550.00	\$ 3,300.00
EA	3.00	MANHOLES 6-8' DEEP	\$ 7,000.00	\$ 21,000.00
EA	1.00	MANHOLES 8-10' DEEP	\$ 7,000.00	\$ 7,000.00
LS	0.50	4' DIA PRIVATE LIFT STATION	\$ 13,000.00	\$ 6,500.00
LF	310.00	2" PVC FORCE MAIN	\$ 62.12	\$ 19,257.20
LS	0.00	SANITARY TESTING	\$ 2,000.00	\$ -
EA	1.00	CONNECTION TO MANHOLE	\$ 770.00	\$ 770.00
		<b>COMPLETED</b>		
		<b>SUBTOTAL - SCHEDULE IIB</b>		<b>\$210,367.20</b>



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IIB Sanitary Sewer

### INCOMPLETE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	0.00	8" PVC 0-8' DEEP	\$ 263.00	\$ -
LF	0.00	8" PVC 8-12' DEEP	\$ 263.00	\$ -
EA	0.00	SINGLE SERVICES	\$ 550.00	\$ -
EA	0.00	MANHOLES 6-8' DEEP	\$ 7,000.00	\$ -
EA	0.00	MANHOLES 8-10' DEEP	\$ 7,000.00	\$ -
LS	0.50	4' DIA PRIVATE LIFT STATION	\$ 13,000.00	\$ 6,500.00
LF	0.00	2" PVC FORCE MAIN	\$ 62.12	\$ -
LS	1.00	SANITARY TESTING	\$ 2,000.00	\$ 2,000.00
EA	0.00	CONNECTION TO MANHOLE	\$ 770.00	\$ -
		INCOMPLETE		
		SUBTOTAL - SCHEDULE IIB		\$8,500.00



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IIC Reclaimed Water

### COMPLETED

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	752.00	6" PVC	\$ 24.00	\$ 18,048.00
EA	7.00	6" GATE VALVE	\$ 1,000.00	\$ 7,000.00
EA	2.00	6" TEE	\$ 500.00	\$ 1,000.00
EA	6.00	DOUBLE SERVICE	\$ 1,365.00	\$ 8,190.00
EA	6.00	SINGLE SERVICE	\$ 850.00	\$ 5,100.00
LS	1.00	TESTING	\$ 5,000.00	\$ 5,000.00
LS	1.00	TIE INTO EXISTING	\$ 1,285.00	\$ 1,285.00
		COMPLETED		
		SUBTOTAL - SCHEDULE IIC		\$45,623.00



## ENGINEER'S ESTIMATE

PROJECT: North Lake Trail

SCHEDULE: IIC Reclaimed Water

INCOMPLETE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	0.00	6" PVC	\$ 24.00	\$ -
EA	0.00	6" GATE VALVE	\$ 1,000.00	\$ -
EA	0.00	6" TEE	\$ 500.00	\$ -
EA	0.00	DOUBLE SERVICE	\$ 1,365.00	\$ -
EA	0.00	SINGLE SERVICE	\$ 850.00	\$ -
LS	0.00	TESTING	\$ 5,000.00	\$ -
LS	0.00	TIE INTO EXISTING	\$ 1,285.00	\$ -
		INCOMPLETE		
		SUBTOTAL - SCHEDULE IIC		\$0.00





**ALLIANT NATIONAL**  
TITLE INSURANCE COMPANY

Agent File Number: North Lake Trail

Alliant File Number: 20086421

## **Property Information Report**

August 2, 2022

Agent Name: KeyStone Title Agency, Inc.  
2550 Permit Place, New Port Richey, Florida 34655

Attn: Chris

Re: North Lake Trail

Search From: September 10, 2021 To: July 9, 2022 at 8:00 AM

In the Public Records of: Pinellas

**Owner of Record:** GGR North Lake Trail, LLC, a Florida limited liability company  
By Virtue of: Warranty Deed recorded in Official Records Book 21711, Page 529 of said Records.

### **Legal Description:**

LOTS 3 AND 4, BLOCK 116, LESS ROAD RIGHT-OF-WAY ON THE NORTH, OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H4, PAGE 79 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; AND THE SOUTH 270 FEET OF THE NORTH 303 OF THE WEST 1/2 OF THE VACATED CAMELIA AVENUE LYING EAST AND SOUTHERLY OF LOT 4, AND THE NORTH 20.00 FEET OF THE VACATED CYPRESS STREET LYING SOUTH OF BLOCK 116, ALL LYING IN SECTION 7, TOWNSHIP 27 SOUTH, RANGE 16 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "E", NORTH LAKE OF TARPON SPRINGS - PHASE 2, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 123, PAGES 11 AND 12 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF MELON STREET SOUTH 89°40'45" EAST, A DISTANCE OF 425.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF CAMELIA AVENUE SOUTH 00°50'40" WEST, A DISTANCE OF 85.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 116 FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°49'50" WEST, A DISTANCE OF 18.72 FEET; THENCE SOUTH 89°40'13" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTERLINE OF CAMELIA AVENUE; THENCE ALONG SAID CENTERLINE SOUTH 00°49'50" WEST, A DISTANCE OF 285.97 FEET; THENCE NORTH 89°40'13" WEST, A DISTANCE OF 639.61 FEET TO A





# ALLIANT NATIONAL TITLE INSURANCE COMPANY

Agent File Number: North Lake Trail

Alliant File Number: 20086421

## Property Information Report

POINT ON THE EAST RIGHT-OF-WAY LINE OF JASMINE AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°49'50" EAST, A DISTANCE OF 304.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MELON STREET, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 116; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF MELON STREET SOUTH 89°40'45" EAST, A DISTANCE OF 619.61 FEET TO THE POINT OF BEGINNING.

### Mortgage Information:

None found

### Judgment and Lien Information:

None found

### Tax Information:

2021 Tax Year Parcel/Folio No.: 12-27-15-89982-116-0300 Gross Tax Amount: \$6,021.63

Status of 2021 Taxes: Paid on November 30, 2021

### Informational:

Notice of Commencement recorded in Official Records Book 22085, Page 2488, Public Records of Pinellas County, Florida.

Municipal Easement in favor of the City of Tarpon Springs as recorded in Official Records Book 22079, Page 2058, Public Records of Pinellas County, Florida.

Ordinance No. 2022-01 by the City of Tarpon Springs vacating a portion of Cypress Street as recorded in Official Records Book 22001, Page 1869, Public Records of Pinellas County, Florida.

Plat of the Official Map of the Town of Tarpon Springs, according to plat thereof, recorded in Plat Book 4, Pages 78 and 79, Public Records of Pinellas County, Florida.

The above-captioned property has been searched only by the above description and by no other description or name. This report purposely omits restrictions, easements, subdivision agreements and any reference to mortgages, judgments and/or liens which appear to be satisfied of record or have expired pursuant to Florida Statutes.





Agent File Number: North Lake Trail

Alliant File Number: 20086421

## **Property Information Report**

This report does not reflect those documents, if any, which may have been recorded prior (other than an assumed mortgage) or subsequent to the time period covered herein and which may disclose the possible existence of encumbrances, liens, rights, interests or other matters which may affect the subject property.

This report is not title insurance. Pursuant to s. [627.7843](#), Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

This Company expressly disclaims any liability for loss or damage resulting from reliance on this certificate in excess of the fee paid to ALLIANT NATIONAL TITLE INSURANCE COMPANY.

ALLIANT NATIONAL TITLE INSURANCE COMPANY

BY: Carmen Benitez



Paid	11/30/2021	Receipt # 1655-21-TAX-107144	\$5,780.76
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# *City of Tarpon Springs, Florida*

PLANNING AND ZONING DEPARTMENT  
324 EAST PINE STREET  
P.O. BOX 5004  
TARPON SPRINGS, FLORIDA 34688-5004  
(727) 942-5611  
FAX (727) 937-1137

RENEA VINCENT, AICP, CPM  
DIRECTOR

**TO: IRENE JACOBS, CITY CLERK AND COLLECTOR**

**FROM: ALLIE KEEN, AICP, SENIOR PLANNER**

**DATE: OCTOBER 17, 2022**

**RE: APP # 22-97 – NORTH LAKE TRAIL**

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In accordance with Section 164.05(H) of the Land Development Code, I would appreciate your office providing the Planning & Zoning Department with a special assessment liens search for the above captioned subdivision. The tax parcel # is:

12-27-15-89982-116-0300

The plat has not yet been scheduled for review before the Board of Commissioners. It will be scheduled once the lien search is completed. In order to proceed with recordation upon the Official Records of Pinellas County the requisite Letter of No Liens must accompany the plat.

As always, your cooperation is appreciated.

cc: App #22-97 – North Lake Trail





# *City of Tarpon Springs, Florida*

City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

December 2, 2022

Ken Burke  
Clerk of Circuit Court  
Pinellas County  
315 Court Street  
Clearwater, Florida 33557

RE: GGR North Lake Trail, LLC  
(See attached Legal)

Dear Mr. Burke:

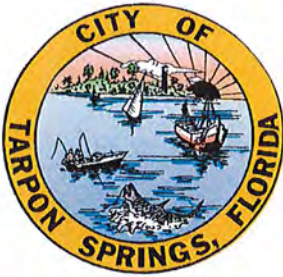
This is to certify that, as of this date, the Public Records of the City of Tarpon Springs, Florida, indicate that there are no liens against the property described in the attached Exhibit "A".

Sincerely,  
CITY OF TARPON SPRINGS

  
K. Michele Manousos, CMC  
Deputy City Clerk & Collector

Enclosure: Exhibit A





# City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

## Exhibit "A"

December 2, 2022

Planning and Zoning Department  
c/o Allie Keen, AICP – Senior Planner

RE: Assessment search for APP #22-97 – GGR North Lake Trail, LLC

Legal Address: 1215 Cypress Street (building 1)  
690 N. Jasmine Avenue (building 2)  
Legal Description: Tarpon Springs Official Map Block 116, Lots 3 & 4  
Less RD R/W on N & S 268ft(S) of N 303ft(S) of W  
½ of Vac Camelia Ave Lying E & SE'ly of SD Lot 4  
Together with N 20ft of Vac East Cypress Street  
Adj on S Per O.R 22001/1869  
12/27/15/89982/116/0300

- (X) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.
- (X) Utility Information: Active Utility Account Balance: \$0\*  
Deposit Recorded in the Name of GGR North Lake Trail, LLC (property owner)  
Deposit Amount: \$0  
Account Number: 77913-271203826  
Service address: 1215 Cypress Street
- (X) Building Permits amount due \$40.00.

Sincerely,  
CITY OF TARPON SPRINGS

K. Michele Manousos  
Deputy City Clerk & Collector



**BYLAWS  
NORTH LAKE TRAIL OF TARPON SPRINGS  
HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I: IDENTITY**

**NORTH LAKE TRAIL OF TARPON SPRINGS HOMEOWNER'S ASSOCIATION, INC** (the "Association"), is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida for the purposes of operating, managing and controlling the Property.

Principal Office. The principal office of the Association shall be at 46 W. Lemon Street, Tarpon Springs, Florida 34689, or at such place as may be subsequently designated by the Board of Directors of the Association.

**ARTICLE II: DEFINITIONS**

The following terms shall have the following definitions:

"Association" shall mean North Lake Trail of Tarpon Springs Homeowners Association, Inc., a Florida not for profit corporation established to operate, manage and control the Property in accordance with the Declaration.

"Articles" shall mean the Articles of Incorporation of the Association.

"Bylaws" shall mean these bylaws of the Association.

"Common Areas" shall mean the areas outside each Lot within the Property.

"Common Expenses" shall mean the costs and expenses attributable to the maintenance, repair and replacement of the Common Areas and the cost of maintenance, repair, replacement, electricity, and customary and usual utilities for the Common Areas. No other expenses shall be considered Common Expenses and all other expenses shall be the cost of the Owner of a Lot as such cost is incurred for the operation, maintenance, repair and replacement of the improvements located on the Owner's Lot.

"Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of North Lake Trails of Tarpon Springs Homeowner's Association, Inc.

"Owner" shall mean the fee simple owner of a Lot.

"Lot" shall mean the separate land owned by an Owner.

"Property" shall mean the real property set forth and described on Exhibit "A".

"Surface Water Management System Facilities" shall mean all surface water management system facilities within the Property including but not limited to: inlets, ditches, swales, culverts, vaults, weirs, water control structures and retention and detention areas.

"Utilities" shall mean water, sanitary or storm sewer, electricity, telephone, cable, gas, and all other services necessary or required to service the Owner's Lot and the business operating thereon.



### **ARTICLE III: MEMBERSHIP AND VOTING PROVISIONS**

Section 1.       Membership in the Association. Membership in the Association shall be limited to Owners of individual Lots within the Property or in the event a Lot is condominiumized ("Lot Condominium"), as provided for in the Declaration, the condominium association for the Lot Condominium shall be a member of the Association, and the individual unit owners within the Lot Condominium shall have no individual voting rights hereunder. Transfer of Lot ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Lot ownership is vested in more than one person, then all of the persons so owning said Lot shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a Lot shall be cast by the "voting member". If Lot ownership is vested in a corporation, general partnership, limited partnership, limited liability company or other entity (for purposes herein, the foregoing are collectively defined as an "Entity"), said Entity shall designate an individual as its "voting member" pursuant to the provisions of Section 5 of this Article.

#### **Section 2.       Voting**

(A)       The Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If a Lot Owner owns more than one Lot, such individual shall be entitled to one vote for each Lot owned. The vote of a Lot shall not be divisible.

(B)       Notwithstanding the foregoing, if any member of the Association does not pay an annual or special assessment, as more fully described in ARTICLE VII hereof, within ninety (90) days of the due date, the Association may suspend such member's voting rights by providing written notice to such member of the suspension of the member's voting rights in accordance with applicable law. Such member shall have fifteen (15) days from the date the member is given notice by the Association to cure any delinquent payments. Subject to such cure period, such suspension of voting rights shall be effective upon the delivery of written notice thereof to the member or at such later time as may be designated in such notice.

(C)       A majority of the members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors which must be by written ballot or voting machine), unless the Articles of Incorporation, Bylaws, or other agreements entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

Section 3.       Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4.       Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary of the Association not less than three (3) days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein and any lawfully adjourned meetings thereof, if held within 90 days. Where a husband and wife own a Lot jointly, and if they have not designated one of them as a voting member, both husband and wife must sign a proxy where a third person is designated. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to amend the articles of incorporation or bylaws; and for any other matter for which the law requires or permits a vote of the Lot Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required or given.

Section 5.       Designation of Voting Member. If one person owns a Lot, such person's right to vote shall be established by the recorded title to the Lot. If more than one person owns a Lot, the Owners of the Lot shall designate in writing the person authorized to vote on behalf of the Lot. This written designation shall be filed with the secretary of the Association. If a Lot is owned by an Entity, the individual entitled to cast the vote of the Lot for such Entity shall be designated in a certificate for this purpose, signed by (a) in the case of a corporation, the president or vice president, attested to by the secretary or assistant secretary of the corporation; (b) in the case of a general partnership, the general partners; (c) in the case of a limited partnership, the general partner(s) thereof on



behalf of the limited partnership (if the general partner is a corporation, the president or vice president of such corporation shall execute such certificate and the secretary of such corporation shall attest thereto), (d) in the case of a limited liability company, the manager thereof, or (e) in the case of a legal entity other than as described above, the individual authorized to execute the certificate in accordance with such legal entity's governing documents. Such certificate shall be filed with the secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Lot owned by more than one person or by an Entity, the vote of the Lot concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Lot. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot concerned. Notwithstanding the foregoing, if a husband and wife own a Lot jointly, the following three (3) provisions are applicable thereto:

(A) They may, but they shall not be required to, designate a voting member by certificate.

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(C) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Lot vote, just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

#### **ARTICLE IV: MEETINGS OF THE MEMBERSHIP**

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary to mail or hand deliver a written notice of each annual or special meeting, which notice must include an agenda, stating the time and place thereof to each Lot Owner of record at least 14 days prior to such meeting, and to post at a conspicuous place on the Property a copy of the notice of said meeting at least 14 continuous days preceding said meeting. Upon notice to the Lot Owners, the Board shall by duly adopted rule designate a specific location on the Property or association property upon which all notices of Lot Owner meetings shall be posted. Unless a Lot Owner waives in writing the right to receive notice of the annual meeting, such notice shall be hand delivered or mailed to each Lot. Notice for meetings and notice for all other purposes shall be mailed to each Lot owner at the address last furnished to the association by the Lot Owner, or hand delivered to each Lot Owner. However, if a Lot is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which one or more of the Owners of the Lot shall so advise the association in writing, or if no address is given or the Owners of the Lot do not agree, to the address provided on the deed of record. The Secretary shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 3 of Article V hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing 10% of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.



Section 5. Waiver and Consent. Any approval by Lot Owners called for by these Bylaws shall be made at a duly noticed meeting of Lot Owners and shall be subject to all requirements relating to Lot Owner decision making, except that Lot Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these Bylaws, or on matters for which action by written agreement without meeting is expressly allowed by law.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval. Approval or disapproval of a Lot Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Lot is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

## **ARTICLE V: DIRECTORS**

Section 1. Number. Term and Qualifications. A Board of Directors, serving without compensation, composed of at least three (3) directors, shall govern the affairs of the Association. The term of each director's service shall extend until the next annual meeting of the members, and thereafter until its successor is duly elected and qualified, or until removed in the manner provided in Section 3 below. All directors shall be members of the Association, except that the original directors are not required to be members. The individual designated as the voting member for a Lot owned by an Entity shall be deemed a member of the Association to qualify to become a director of the Association.

Section 2. First Board of Directors and Method for Election of Directors. The first Board of Directors named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified. The Directors shall be elected by a majority vote of the Members.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done by a majority vote of the Members.

Section 4. Vacancies on Directorate. With the exception of vacancies caused by recall, if the office of any director or directors becomes vacant prior to the expiration of a term, by reason of death, resignation, retirement, or disqualification, and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for filling said vacancy may be held at any regular or special meeting of the Board of Directors. Only Lot Owners may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Lot Owners. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership.

Section 5. Disqualifications and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Lot Owners, the transfer of title of the Lot owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting.



Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board of Directors, by giving seven (7) days' notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Upon attendance by a director at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with these Bylaws.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed in accordance with these Bylaws, including, without limitation, the provisions of Article IV, Section 2 requiring advance notice to Lot Owners. An Assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the assessments. Written notice of any meeting at which Special Assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 11. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these Bylaws, directed to be exercised and done by Lot Owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Articles of Incorporation, these By-Laws, and all powers incidental thereto.

(B) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for non-payment thereof by all legal and equitable means available, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Articles of Incorporation and these Bylaws. The Board of Directors shall also have the power to levy a fine against the Owner of a Lot for the purposes enforcing these Bylaws or the Articles of Incorporation.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Common Areas, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises.

(D) To make and amend regulations respecting the operation and use of the Common Areas.

(E) To contract for the management and maintenance of the Common Areas and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Lot Owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The power referenced in this subsection shall also include, without limitation, the power to operate and perform maintenance of the Surface Water Management System Facilities on Common Areas as exempted or permitted by the District. The Association shall have full responsibility as to operation, maintenance, repair, replacement and re-inspection reporting of the Surface Water Management System Facilities in accordance with the terms of the Environmental Resource Permit ("Environmental Resource Permit"), issued by the District, as amended from time to time. All costs of operating, maintaining, repairing, replacing, inspecting and reporting as to the Surface Water Management System Facilities incurred by the Association are Common Expenses.



Section 12. Voting Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This section also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

Section 13. Proviso. The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these Bylaws or the Articles of Incorporation and its exhibits.

## **ARTICLE VI: OFFICERS**

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Secretary and a Treasurer and one or more Vice Presidents, if desired, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until after the first annual Association meeting.

Section 2. Election. The officers of the Association designated in Section I above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in the stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Lot Owners and of the Board of Directors; and shall have executive powers and general supervision over the affairs of the Association and other officers. The President shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President, if any, shall perform all of the duties of the President when absent and such other duties as may be required of the President from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Lot Owners; shall attend and keep the minutes of same; shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Lot, which shall designate the name and current mailing address of the Lot Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall



render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to other designated entities by the Board of Directors.

(D) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(E) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these Bylaws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Lot Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Lot Owners or their authorized representatives. In the event the Board of Directors designates a management firm to operate the Common Areas on behalf of the Association, said management firm shall be required to follow the aforesaid provisions.

## **ARTICLE VII: FINANCES AND ASSESSMENTS**

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of any management agreement, entered into by the Association and a management firm designated by the Association to operate the Common Areas, relative to the subject matter in this Section 1 shall supersede the provisions hereof.

Section 2. Fidelity Bonds. The Association shall obtain fidelity bonds for officers and directors of the Association and other individuals only to the extent required by law.

Section 3. Fiscal or Calendar Year. The Association shall be on a calendar year basis beginning January 1 and ending December 31. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article IV, Section 3, of these Bylaws requiring an annual meeting in each calendar year.

Section 4. Determination of Assessments.

(A) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Areas, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Areas; provided, however, the Association shall not charge any fee against a Lot Owner for the use of Common Areas. Funds for the payment of Common Expenses shall be assessed against the Lot Owners at a uniform rate for all Lots. Said Assessments shall be payable in accordance with the Declaration.

(B) As provided for herein and in the Declaration, each Owner is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the Lot against which the



assessment is made. Any assessments, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the highest rate permitted by Florida law from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot, or during the contesting of such assessments. If any Association member does not pay an annual or special assessment within ninety (90) days of the due date, the Association may suspend such member's voting rights pursuant to the procedures set forth under Section 2 of ARTICLE III hereof.

All Assessments collected directly by a management firm shall be made payable to the Association and deposited in the Association's account.

#### **ARTICLE VIII: AMENDMENTS TO THE BYLAWS**

The Bylaws may be altered, amended or added to at any duly called meeting of the Lot Owners, provided:

(A) Notice of the meeting shall contain the full text of the provisions to be amended. All new words are to be underlined, and words to be deleted must be lined with hyphens; and

(B) The amendment is approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a duly-called and duly-noticed meeting of the Association membership called in whole or in part for such purpose, provided that, any amendment which would affect the Surface Water Management System Facilities, including water management portions of the Common Areas, must have the prior approval of the Water Management District having jurisdiction (the "District").

#### **ARTICLE IX: NOTICES AND WRITTEN INQUIRIES**

Whatever notices are required to be sent hereunder shall be posted, delivered or sent by U.S. Mail.

#### **ARTICLE X: INDEMNIFICATION**

The Association shall indemnify every director and every officer, its heirs, executors and administrators, against all loss, cost and expense reasonably incurred in connection with any action, suit or proceeding to which it may be made a party by reason of being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein it shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### **ARTICLE XI: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Common Areas during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

#### **ARTICLE XII: SURFACE WATER MANAGEMENT SYSTEM FACILITIES**

The Association shall exist in perpetuity unless otherwise specifically set forth in the Governing Documents, or Chapter 720, Florida Statutes; however, if the Association shall dissolve, the Surface Water Management System Facilities shall be conveyed to an appropriate governmental unit or public utility which has the powers required by the District and the ability to accept responsibility for the operation and maintenance of the Surface Water Management System Facilities. If it is not accepted, then the Surface Water Management System Facilities shall be dedicated to a non-profit corporation similar to the Association which has the powers and the covenants and restrictions required by the District, and the ability to accept responsibility for the operation and maintenance of the Surface Water Management System Facilities.



All Lot Owners, with approval of the District or by operation of law, shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit unless and until an alternate entity assumes responsibility for the operation and maintenance of the Surface Water Management System Facilities in accordance with this Article XII. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities relating to the Surface Water Management System Facilities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; construction or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource permit may be conducted without specific approval of the District. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Any proposed amendment to the Declaration, these Bylaws or Articles of Incorporation of the Association affecting the Surface Water Management System Facilities (including environmental conservation areas and the water management portions of the Common Elements) must be submitted to the District for a determination of whether the amendment necessitates a modification of the applicable Environmental Resources Permit. The amendment affecting the Surface Water Management System Facilities may not be finalized until necessary permit modification is approved by the District or the Association is advised that a modification is not necessary. Any proposed amendment under and to the Declaration which would affect the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall require the prior written approval of the District

#### **ARTICLE XIII PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Articles of Incorporation or these Bylaws.

#### **ARTICLE XIV - CONFLICTS**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.



IN WITNESS WHEREOF, we being all of the Directors of NORTH LAKE TRAIL OF TARPON SPRINGS HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**DIRECTORS:**

\_\_\_\_\_  
George C. Zutes

\_\_\_\_\_  
George P. Stamas

\_\_\_\_\_  
Nelson T. Newton

**CERTIFICATION**

I, George P. Stamas, do hereby certify that:

I am the duly elected and acting Secretary of NORTH LAKE TRAIL OF TARPON SPRINGS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, and,

The foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
George P. Stamas, Secretary



Prepared by and return to:  
GGR North Lake Trail, LLC.  
46 W. Lemon St.  
Tarpon Springs, Florida 34689

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF NORTH LAKE TRAIL OF TARPON  
SPRINGS HOMEOWNERS' ASSOCIATION, INC.**

**THIS DECLARATION**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by GGR North Lake Trail, LLC, a Florida limited liability company, hereinafter referred to as "Declarant."

**W I T N E S S E T H**

**WHEREAS**, Declarant is the fee simple owner of certain real property and improvements in Pinellas County, Florida which is more particularly described as North Lake Trail, more particularly described as follows:

Exhibit "A" attached hereto and incorporated by reference;

hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, and Restrictions, which Declaration of Covenants, Conditions, and Restrictions shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above, their respective heirs, successors, and assigns, as their respective interests may appear.

**ARTICLE I  
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions and Restrictions, the Association's Articles of Incorporation, or the Association's By-Laws:

**Section 1.** "Association" shall mean and refer to North Lake Trail of Tarpon Springs Homeowners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

**Section 2.** "Association Documents" shall mean the Association's Articles of



Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "B" and "C".

**Section 3.** "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

**Section 4.** "City" shall mean the City of Tarpon Springs.

**Section 5.** "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area shall consist of the Common Area shown on the Plat, and shall include the Surface Water Management System Facilities.

**Section 6.** "Declarant" shall mean and refer to GGR North Lake Trail, LLC, and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Pinellas County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

**Section 7.** "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

**Section 8.** "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

**Section 9.** "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

**Section 10.** "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

**Section 11.** "Lot" shall mean and refer to a plot of land shown and identified upon any site plan of the Property now or hereafter made subject to this Declaration, which is intended for use of one residential unit.



**Section 12.** "Member" shall mean a Member of the Association as set forth in Article III.

**Section 13.** "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

**Section 14.** "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. The Declarant and Property Owner are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

**Section 15.** "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

**Section 16.** "Property" shall mean all of the real property described herein.

**Section 17.** "Recorded" shall mean filed or record in the Public Records of Pinellas County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Pinellas County, Florida.

**Section 18.** "Structure" shall mean: Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot.

**Section 19.** "Surface Water Management System Facilities" shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

**Section 20.** "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

## **ARTICLE II** **COMMON AREA**

**Section 1. Conveyance of Common Property.** The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration.



The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein. The common area shall consist initially of the parcels and easement shown as Common Area on the Plat of North Lake Trail, as recorded in the public records of Pinellas County, Florida.

**Section 2. Owners' Easements of Enjoyment.** Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

(c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened, and of the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

**Section 3. Responsibilities of the Association and Release of Liability.**

a. Prior to conveyance to the Association, the Declarant shall be responsible for construction and maintenance of the Common Area in perpetuity. Upon conveyance, the



Association shall be responsible for the Common Area in perpetuity, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system facilities, which are located on Common Area, in accordance with the terms and conditions of the Environmental Resource Permit.

b. Any private streets, street lights, sidewalks, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements, shall be maintained by the Association in the same condition and appearance as constructed or created.

**Section 4. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws and the Homeowners' Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

**Section 5. Destruction of Common Area.** In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

**Section 6. Common Area and Blanket Easements.**

a. Declarant hereby conveys to the Association a blanket easement over all of the Property for use and maintenance of all utilities and drainage as originally constructed by the Declarant, for the service of any dwelling(s), together with a right of ingress and egress over and across the easement areas for such purposes. Such utilities may include water, sewer, electric, cable, telephone, natural gas, and stormwater. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

b. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

c. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas, for the purposes of ingress and egress to any area of the Property.



## **Section 7. Maintenance.**

Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot or (ii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iii) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (iv) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

If any portion of the Common Area encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by Declarant encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purposes of marketability of title. In the event a building on the Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of part of the Common Areas, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

All trees on Lots and Common Areas shall be maintained to a minimum vertical clearance of 13'6" over roadways to allow for unobstructed vehicle or emergency vehicle clearance. Sidewalk minimum vertical clearance shall be maintained at a minimum of 10'. Lot trees shall be maintained by Lot Owner and Common Areas shall be maintained by the Association in accordance with the above.

The Lot Owner shall maintain Lot after the Certificate of Occupancy and Association shall maintain the Common Areas free of Brazilian Pepper in perpetuity.

**Section 8. Gates.** By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that, if installed the gates



will be open during the hours for which Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which the gates will be open. Owner further acknowledges and agrees that said gates do not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Declarant and the Association have no control over said gates and Owner hereby releases Declarant and Association from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts, and any other dangers to Owner's safety and security of their property because the gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, if gates are installed, and of maintaining all other systems for Owner identification and access. Any future gating of the Community by the Association shall require approval by the City.

**Section 9. Water Management Areas.** The following restrictions apply to all areas within the Property, including Common Area and Lots.

a. The Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds or jurisdictional areas abutting their property, unless permitted by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.

b. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District. Notwithstanding any provisions here within, invasive species shall be controlled in accordance with the current City of Tarpon Springs ordinances.

c. No owner of property within the subdivision may construct or maintain any



building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code.

d. Each property Owner within the subdivision shall have the responsibility at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

e. The Association shall maintain, as part of the common elements, surface water management system facilities for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Declarant, accept transfer of any District permit for the Properties (now known as North Lake Trail). The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

f. Any proposed amendment to the Association's documents affecting the drainage system (including environmental conservation areas and the water management portions of the common areas) must be submitted to the District for a determination of whether the amendment necessitates a modification of the Environmental Resource Permit. The amendment affecting the drainage system may not be finalized until the necessary permit modifications is approved by the District or the Association is advised that a modification is not necessary.

### **ARTICLE III**

**Section 1. Purpose.** The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

**Section 2. Membership.**

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

**Section 3. Voting.** The Association shall have two classes of voting membership: Class A. So long as there is Class B membership, Class A Members shall be all Owners,



except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to nine (9) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(b) on a date when the Declarant shall record notice terminating its Class B membership status.

**Section 4. Rights and Obligations of the Association.** The Association, in any event, shall have the duty and responsibility to maintain the Common Area as well as all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association may enter agreements with other Associations for maintenance of offsite landscaping and signage in the area. The Association also may provide other services and may enter agreements with other Associations. The Association has the power to and shall operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

**Section 5. Services.** The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Homeowners' Association Rules.

**Section 6. Capital Improvements.** Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Sections 5 and 7, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

**Section 7. Personal Property.** The Association may acquire, hold and dispose of



tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

**Section 8. Homeowners' Association Rules.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 617, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of voting interest present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activity, condition or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

**Section 9. Powers and Authority.** The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners' Association Rules.

**Section 10. Indemnification of Officers and Directors.** To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall,



indemnify each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

**Section 11. Cable Television and Internet System.** The Association may contract with a franchised cable television and internet operator to provide cable television and internet service in bulk to all of North Lake Trail. This service may include channels for security information and for a community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the monthly payment of the annual assessment.

**Section 12. Termination of Association.** In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

#### **ARTICLE IV** **ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the



Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of the entry gates; and the payment of all principal and interest when due and all debts owed by the Association.

**Section 3. Annual Assessment.** The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of labor, equipment, materials, management and water management system, (iii) operating the entry gates, if any, (iv) and those other responsibilities as outlined herein, (v) all other general activities and expenses of the Association, including the enforcement of this Declaration.

**Section 4. Maximum Annual Assessment.** At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges from Pinellas County or cable television charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the common area, or cable television charges for Lots.

**Section 5. Initial Assessments to Supplement the Annual Assessments.** In addition to the annual assessment authorized above, the Association may levy an initial assessment as follows:

(a) Upon sale of the first Lot by the Declarant to a third party, an initial assessment to supplement the annual assessments, equal to six (6) months estimated regular assessment may be



assessed which shall be due and payable upon conveyance of each Lot to a third party. This initial assessment shall be available for all necessary expenditures of the Association.

(b). In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

**Section 6. Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 617, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner.

**Section 7. Property Taxes.** Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

**Section 8. Notice and Quorum for Any Action Authorized Under Article IV.** Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more



than 30 days in advance of the meeting. For all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

**Section 9. Uniform Rate of Assessment.** Both Annual and Initial Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual and Initial Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration.

**Section 10. Accumulation of Funds Permitted.** The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

**Section 11. Date of Commencement.** The Annual Assessments provided for herein shall commence as to all Lots as of the date of the conveyance of a lot to a Class A member.

**Section 12. Certificate as to Status of Payment.** Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

**Section 13. Assessment Lien.** All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first or second Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but



is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

**Section 14. Effect of Nonpayment of Assessments: Remedies of the Association.**

- a. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. In addition, the Association may also charge an administrative late fee in an amount not to exceed the greater of twenty-five Dollars (\$25.00) or five percent (5%) of each installment that is paid past the due date.
- b. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.
- c. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. Before foreclosing a lien or recording a lien against a parcel for unpaid assessments against the Property, the Board shall provide written notice to the delinquent owner. Such notice shall:
  - (i) Provide the owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.
  - (ii) Be sent by registered or certified mail, return receipt requested, and by first-class United States Mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.
- d. The Board may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. Such action may not be brought until 45 days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount.
  - (i) The Board may recover any interest, late charges, costs and reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.



- (ii) The Board may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel.
- e. The Board and the Association shall comply with the provisions of Section 720.3085, Florida Statutes.
- f. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition, if any Owner has not paid an assessment within ninety (90) days after its due date, the Association may shut off the water to the Lot after ten (10) days' notice to the Owner.
- g. An Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Owner. The Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Lot upon which the assessments are made.
- h. An owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

**Section 15. Subordination of the Lien to Mortgages.** Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessment that became due before the mortgagee's acquisition of title, shall be the lesser of:

- a. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition or title and for which payments in full has not been received by the association; or
- b. One percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the association as a defendant in the mortgagee foreclosure action.

**Section 16. Homesteads.** By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly



secured by such lien.

**Section 17. Special Assessments.** Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property, including capacity assessments made by Pinellas County.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Creation and Composition.** The "Architectural Control Committee" shall mean, as follows: Until all the Lots in North Lake Trail have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in North Lake Trail have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

**Section 2. Design Standards.** The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.
- (iv) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Generally, exterior modifications to the structures constructed by Declarant are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the



provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

**Section 3. Review and Approval of Plans.** No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of North Lake Trail, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Control Committee.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection



with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**Section 4. Certification by Architectural Committee.** At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

**Section 5. Violations.** If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

**Section 6. Partial Delegation to Association.** At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

## **ARTICLE VI**

### **GENERAL COVENANTS AND RESTRICTIONS**



The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

**Section 1. Signs.** No sign of any kind will be displayed to public view within the Property except customary name and address signs on each Lot, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color and design. No sign shall be lighted. No advertising or third-party signs shall be permitted except by Declarant. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or its designee to advertise the Property during the promotion and construction of Dwellings and sale of Lots.

**Section 2. General Prohibitions.** No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant in construction, maintenance or sale of Dwellings. No storage or temporary placement of any items, including bicycles, motorcycles, or watercraft is permitted on the Common Area.

**Section 3. Use of Lots.** Each Lot may be improved and used for residential purposes only and only one residence, approved in accordance with Article V, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Property or a home occupation as approved by Pinellas County.

**Section 4. Animals.** No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than two (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted.

**Section 5. Trash.** Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

**Section 6. Appurtenances.** No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and



whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, antennas or solar collectors are permitted on any Lot, except as may be permitted by law.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural Committee. The structure shall not be visible from the street.

**Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment.** Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. There shall be no on-street parking of vehicles on the public right of ways. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area. Owner must comply with all regulations of the City and County regarding parking.

**Section 8. Dwellings.** Only one Dwelling may be constructed on any Lot. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet



during construction of a Dwelling by Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the County of Pinellas Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural Committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted without the approval of the Architectural Committee.

**Section 9. Access By Association.** The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

**Section 10. Fences.**

- a. No fences shall be erected or maintained on any Lot which shall be in excess of six feet (6') in height.
- b. No hedges or shrubbery shall exceed a height of eight feet (8').
- c. Fences located in front of the front setback line are prohibited, except temporary fences erected by Declarant prior to sale of a Dwelling. At a minimum, fences shall be located ten feet back from the front of the house.
- d. The Architectural Control Committee shall adopt and promulgate standards for fences. All fences shall comply with County regulations and shall be subject to review by the Architectural Control Committee for compliance with the adopted standards of the Architectural Committee, unless the Architectural Control Committee waives such requirements based on special circumstances.
- e. A fence located along a retention pond, or located along a drainage easement adjacent to a retention pond, shall be constructed in accordance with the adopted standards of the Architectural Control Committee, and shall be subject to review by the Architectural Control Committee.

**Section 11. Replacement.** In the event a Dwelling is damaged or destroyed by casualty,



hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

**Section 12. Mailboxes.** The Architectural Committee may approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the adopted standard, if any, or are approved by the Architectural Committee.

**Section 13.** The Owner of any Lot abutting any dedicated right-of-way shall be required to keep the right-of-way in a clean and sanitary condition at all times by keeping the same free of trash and debris and by keeping the grass mowed and the Lot clean.

**Section 14. Maintenance of Entry Wall.** The masonry or vinyl wall adjacent to any entrance or boundary to the subdivision, shall be maintained on the exterior of such wall and any structural repair or reconstruction shall be the responsibility of the Association.

**Section 15. Lease and Ownership Restrictions.** No Lot or dwelling may be leased for a term of less than twelve months. A copy of all leases shall be provided to the Association prior to occupancy by any tenant.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, or any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right in addition to procedures set out herein, to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such



entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

**Section 2. Severability.** If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

**Section 3. Duration.** This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Pinellas County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part.

**Section 4. Amendment.** This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration. Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of ten (10) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of North Lake Trail. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment. Any amendment of these documents which



would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of Pinellas County and the Southwest Florida Water Management District. Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.

**Section 5. Amplification.** The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

**Section 6. Permission.** When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

**Section 7. Applicable Law.** The law of the State of Florida shall govern the terms and conditions of this Declaration.

**Section 8. Definitions.** Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

**Section 9. Captions.** The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

**Section 10. Notice.** Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

**Section 11. Annexation.** Within ten years of the date of execution of this Declaration, the Declarant may add contiguous lands to the Property, by the filing of a supplemental declaration declaring such annexed land to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration the Lots and lands annexed thereby shall become subject to this Declaration, to the



assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article III the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration. Within twenty (20) years of the date of execution of this Declaration, Declarant may remove any lands from the Property by the filing of a supplemental declaration declaring the same, if such lands have not been made part of any residential plat or subdivision or otherwise developed for residential purposes.

## **ARTICLE VIII DISCLAIMER OF LIABILITY OF ASSOCIATION**

**Section 1.** Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association, nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of North Lake Trail including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

- (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;
- (b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Pinellas County and/or any other jurisdiction or the preventions of tortious activities; and
- (c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.
- (d) The Association may employ the use of security cameras and portions of the community cable television system for security purposes. This service will be without backup and available only to cable television customers. The operation of this system by the Association is for the convenience of Owners only. The Association, Declarant, and all agents thereof shall have no liability to any person regarding the operation or failure of operation of such security camera system.

Neither Declarant, nor the Association shall have any liability whatsoever to owners, guests, tenants, or invitees in connection with the retention and detention lakes and drainage easements or any part of the stormwater management system located on the Property. Each Owner, for itself



and its guests, tenants, and invitees, releases Declarant and the Association from any liability in connection therewith.

Neither Declarant nor the Association, nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the Listed Parties) shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond retention and detention area, canal, creek, marsh area, stream or other water body within or adjacent to the Property, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or entity as referenced herein. Further, all Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid areas shall be deemed by virtue of their acceptance of a deed to, or the use of, such Property to have agreed to hold harmless the Listed Parties from all liability related to any changes in the quality and level of the water in such bodies.

All Persons are hereby notified that from time-to-time alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the Property and may pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

All Persons are hereby notified that lake banks and slopes within certain areas of the Property may be steep and that depths near shore may drop off sharply. By their acceptance of a deed, or use of, any Lot within the Property, all Owners or users of such Property shall be deemed to have agreed to hold harmless the Listed Parties from all liability or damages arising from the design, construction, or topography of any lake banks, slopes or bottoms.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses ) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

## **ARTICLE IX INSURANCE AND CASUALTY LOSSES; CONDEMNATION**

**Section 1. Insurance.** Insurance, other than title insurance, which shall be carried upon the Common Area shall cover the following provisions.

- (a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal



liability, personal dwelling unit, personal property or living expenses of any Owner but the owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. To meet the requirements of Law.

4. Other. Such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within North Lake Trail as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

**Section 2. Condemnation.** In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

## ARTICLE X



## **WARRANTIES AND MEDIATION**

**Section 1. Warranties.** Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each Owner of a Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties or merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

**Section 2. Mediation/Arbitration of Disputes and Other Matters.** Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section) shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles or Bylaws of the Association; (b) those regarding any rules, regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the disputed or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorney's fees, costs and expenses, including those incurred in mediation, arbitration or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be the subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors, or any of the Associations' committees; (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles or Bylaws of the Association, and all



rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

IN WITNESS WHEREOF, the Declarant have caused these presents to be executed in their corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared in  
the presence of:

GGR North Lake Trail, LLC  
a Florida limited liability company, by

\_\_\_\_\_

\_\_\_\_\_  
(Print name signed above)

\_\_\_\_\_

\_\_\_\_\_  
(Print name signed above)

\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, as \_\_\_\_\_ of GGR North Lake Trail, LLC, a Florida limited liability company, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida

My Commission Expires:

\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary)

Commission Number:

**Exhibit A**

Parcel ID: 12-27-15-89982-116-0300



## RESOLUTION No. 2023-06

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING THE FINAL SUBDIVISION PLAT (APPLICATION #22-97) NORTH LAKE TRAIL; ACCEPTING ALL OFFERS OF DEDICATION AS DESCRIBED IN SAID PLAT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO CERTIFY APPROVAL THEREON; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 21, 2022, the Board of Commissioners approved Resolution 2022-06 granting Final Planned Development approval for the North Lake Trail residential planned development; and,

**WHEREAS**, all required infrastructure improvements have been constructed or bonded as required by Land Development Code Sections 164.03 and 164.04; and,

**WHEREAS**, North Lake Trail, LLC, has caused the Final Plat for North Lake Trail to be drawn for the subject parcel of land; and,

**WHEREAS**, the Final Plat meets the requirements of Section 164.05, Final Subdivision Plat Review, of the Tarpon Springs 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. APPROVAL**

The Final Plat of North Lake Trail, prepared by Jon S. Robbins, PSM, Florida Professional Surveyor and Mapper No. 4452, is hereby approved.

Execution of the plat by the City Manager will indicate that all requirements of the Land Development Code have been satisfied and shall constitute dedication and acceptance of all improvements, easements, and rights specified on the Final Plat.

The Mayor, City Manager, and City Clerk are hereby authorized to endorse this approval by the Board of Commissioners on the Final Plat.

Tax parcel number: 12-27-15-89982-116-0300

### **Section 2. EFFECTIVE DATE**

This Resolution shall be effective upon adoption.



**RESOLUTION NO. 2022-06**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-26 REQUESTING FINAL DEVELOPMENT PLAN APPROVAL FOR NORTH LAKE TRAIL RESIDENTIAL PLANNED DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER OF MELON STREET AND N. JASMINE AVENUE; PROVIDING FOR A CERTIFICATE OF CONCURRENCY; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, GGR Holdings I, LLP (Applicant) has filed an application for Final Development Plan approval for the development of an 18-lot single family residential planned development and subdivision on 4.46 acres, M.O.L., of land located at the southeast corner of Melon Street and N. Jasmine Avenue in the Residential Planned Development zoning district; and,

**WHEREAS**, a Preliminary Planned Development including a Zoning Map Amendment for the subject property was approved by the Board of Commissioners on January 25, 2022 with the adoption of Ordinance 2021-26.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:**

**Section 1. FINDINGS**

- A. That the final plan, as conditioned, meets the requirements of applicable sections of the Land Development Code.
- B. That the final plan, as conditioned, is consistent with the Tarpon Springs Comprehensive Plan.
- C. That the final plan, as conditioned, is consistent with the Preliminary Development Plan approved under Ordinance 2021-26.
- D. That the final plan, as conditioned, has demonstrated the required facilities and services will be available at the prescribed level of service standards concurrent with the impact of the development and may during the term of this final development plan approval receive a Certificate of Concurrency pursuant to Section 122.00, et. Seq.

**Section 2. FINAL DEVELOPMENT PLAN APPROVAL**

The final development plan (Exhibit B) on property described in Exhibit A is hereby approved subject to the dimensional standards and conditions of Section 3 of this Resolution.



**Section 3.      DIMENSIONAL STANDARDS AND CONDITIONS**

**Dimensional Standards:**

- |                                 |                   |
|---------------------------------|-------------------|
| 1. Minimum Lot Size             | 5,200 square feet |
| 2. Minimum Lot Width            | 40 feet           |
| 3. Maximum Height               | 35 feet           |
| 4. Front Yard Setback           | 20 feet           |
| 5. Side Yard Setback (Interior) | 5 feet            |
| 6. Side Yard Setback (Street)   | 10 feet           |
| 7. Rear Yard Setback            | 10 feet           |

**Conditions:**

1. For roadways dedicated to the public, the plat shall include sufficient assurances providing for the property maintenance of the stormwater system components in the right-of-way in coordination with privately maintained components of the system. Such assurances shall be on the plat and/or in agreements prepared by the applicant to the satisfaction of the City.
2. Individual home plans shall adhere to the dimensional standards approved with the Preliminary Planned Development for setbacks, as set forth in Resolution 2021-26, and shall otherwise conform to the regulations for Single Family Detached Dwellings in accordance with Section 78.01 of the Land Development Code.
3. The additional municipal easement documents (Exhibit C) must be executed prior to the site construction permit being issued.
4. All outstanding technical stormwater comments must be resolved prior to the site construction permit being issued.

**Section 4.      EFFECTIVE DATE**


This Resolution shall become effective upon adoption.



PASSED and ADOPTED this 21st day of March, 2022.

  
CHRIS ALAHOUZOS, MAYOR

  
JACOB KARR, VICE MAYOR

  
TOWNSEND TARAPANI, COMMISSIONER

  
CONNOR DONOVAN, COMMISSIONER

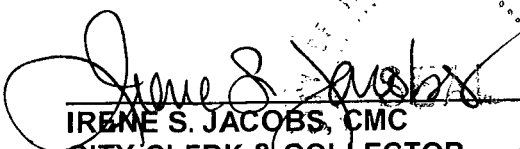
  
COSTA S. VATIKIOTIS, COMMISSIONER

MOTION BY: COMMISSIONER TARAPANI  
SECOND BY: COMMISSIONER DONOVAN


VOTE ON MOTION

COMMISSIONER VATIKIOTIS	<u>Yes</u>
COMMISSIONER DONOVAN	<u>Yes</u>
COMMISSIONER TARAPANI	<u>Yes</u>
VICE MAYOR KARR	<u>Yes</u>
MAYOR ALAHOUZOS	<u>Yes</u>

ATTEST:

  
IRENE S. JACOBS, CMC  
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

  
THOMAS J. TRASK, B.C.S  
CITY ATTORNEY



# **ANDREA BOLENDER (DOGEDIN LLC) CONDITIONAL USE #22-105**

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Planning and Zoning Board – December 19, 2022

Board of Commissioners – January 10, 2023





# SUMMARY OF REQUEST

- **#22-105, Resolution #2023-01 – Conditional Use – Dog Training and Boarding Facility**
  - 136 East Oakwood Street
  - Property Size: 9,907 square feet
  - Current Land Use: CRD (Community Redevelopment District)
  - Current Zoning: T4b Residential + Industrial/Office Transect
  - Proposed Use of Property: Dog training and boarding at existing built property
- **Applicant:** Andrea Bolender
- **Property Owner:** DogEdin LLC (Andrea Bolender)

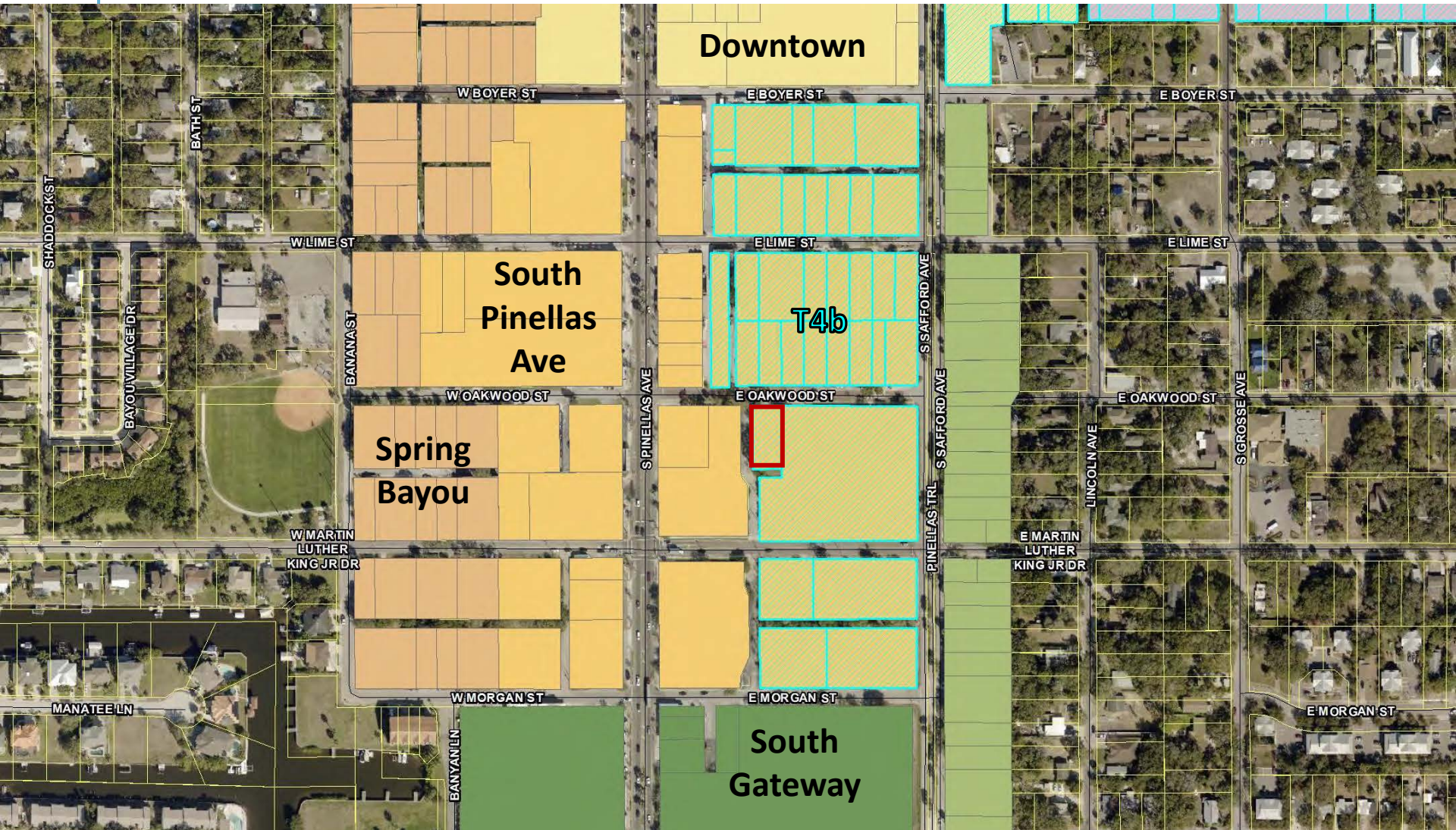


# LOCATION & CONTEXT



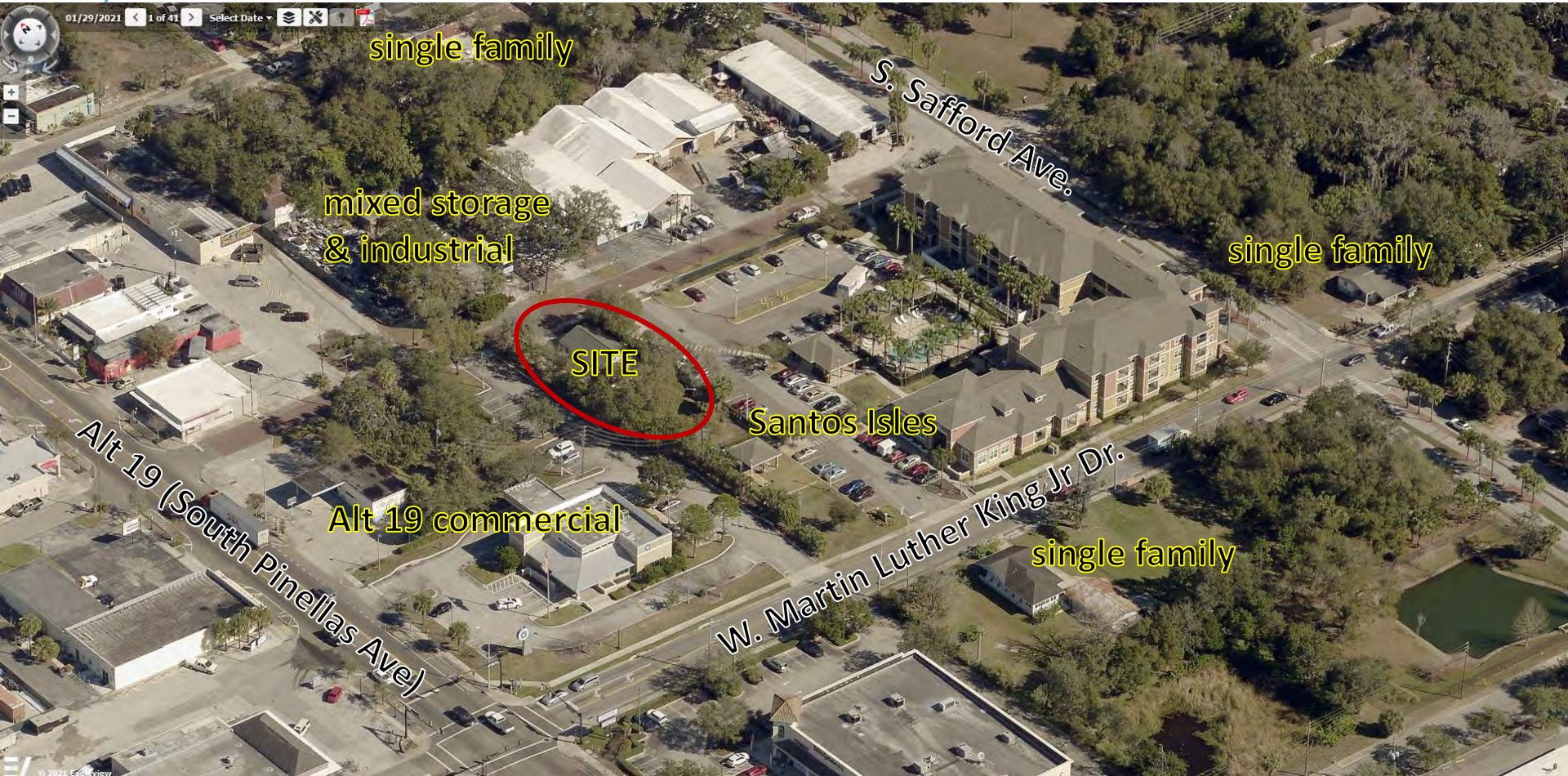


# SMARTCODE CONTEXT – CHARACTER DISTRICTS WITH T4B TRANSECT OVERLAY





# SURROUNDING USES





# REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code.** The project is an adaptive reuse of an existing building. It can meet the applicant requirements of the Land Development Code and Building Code.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** Dog training is a personal service use that should generally be compatible with the area. The boarding component may present impacts to surrounding properties especially in terms of noise, outdoor activity and hours of operation.
- 3) **The use is consistent with the Comprehensive Plan.** The property is subject to the compatibility requirements City's Special Area Plan. The project may present impacts to the surrounding properties associated mainly with noise, outdoor activity and hours of operation.
- 4) **The use will not adversely impact historical or environmental resources.** The applicant has stated that dog waste will be managed. The site is not environmentally sensitive and is not located in a historic district.





# REVIEW CRITERIA – CONDITIONAL USE

- 5) **The use will not adversely affect adjoining property values.** The dog training use is not expected to disrupt property values in this general mixed area. It is difficult to evaluate whether the overnight boarding would have any direct effect on property values over the long term.
- 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 provides for continued adaptive reuse of this property in a mixed area of the Special Area Plan.





# PRELIMINARY STAFF RECOMMENDATION

**#22-105** – Staff recommends that the Board consider Resolution 2023-01 and evaluate the compatibility of the use with the surrounding area. If approval is granted, staff recommends the following conditions:

1. Overnight board shall be limited to a maximum of ten (10) dogs.
2. Overnight boarding shall be supervised 24 hours a day by on-site personnel.
3. A six foot solid fence shall be installed around the entire perimeter of the property behind the front yard setback.

**Public Notice Provided** – No responses were received.



# PLANNING AND ZONING BOARD RECOMMENDATION

**#22-105** –The Planning and Zoning Board heard Resolution 2023-01 at their regular meeting of December 19, 2022. A full board was present and recommended approval with staff conditions and three additional conditions:

- The conditional use shall be nontransferable.
- The applicant completes an agreement with a veterinarian for 24-hour on-call service.
- The applicant is required to carry general liability insurance.

There were three Board members dissenting. Board members expressed a variety of concerns, as outlined in the staff report.





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS**  
**[DECEMBER 19, 2022 / JANUARY 10, 2023]**

**STAFF REPORT**  
**January 4, 2023**

**Application No. / Project Title:** #22-105 (Andrea Bolender)

**Staff:** Patricia L. McNeese, AICP

**Applicant / Owner:** Andrea Bolender / DogEdin LLC

**Property Size:** +/- 0.209 acres (9,907 square feet)

**Current Zoning:** T4b (Residential + Industrial/Office) of Special Area Plan (SAP)

**Current Character District:** South Pinellas Ave

**Current Land Use:** CRD (Community Redevelopment District)

**Location / Parcel ID:** 136 East Oakwood Street / 01-27-13-89946-002-0060

**Resolution Number:** 2023-01

**BACKGROUND SUMMARY:**

The applicant is seeking conditional use approval to allow for a dog training and lodging facility. The property is located in the T4b Residential + Industrial/Office transect of the City's Special Area Plan (SAP). That district specifically lists "veterinary office with kennel" as a conditional use. It also lists retail as a use by right. The training is a personal service which would fall under retail. Staff chose to process this application as a conditional use due to the component proposing the overnight boarding of dogs. The applicant is proposing the use in the existing building and surrounding yard area on the site. The building was previously occupied by a dog grooming facility.

**PRELIMINARY STAFF RECOMMENDATION:**

Because the project is not proposed as a stand-alone boarding kennel, but also presents a primary "training" purpose with limited boarding, staff is processing this project as a conditional use request for the Board of Commissioners' consideration. If the project is recommended for approval, staff recommends that the following conditions be included as a part of Resolution 2023-01:

1. Overnight boarding shall be limited to a maximum of ten (10) dogs.
2. Overnight boarding shall be supervised 24 hours a day by on-site personnel.
3. A six foot solid fence shall be installed along the south and east property lines behind the front yard setback.

**PLANNING AND ZONING BOARD REVIEW AND RECOMMENDATION:**

The project was heard on December 19, 2022 before the full board membership of the Planning and Zoning Board. Concerns of the Planning and Zoning Board included potential for noise, impacts on the adjacent community, particularly the Santos Isles senior apartment development, 24-hour on site management, availability of an on-call veterinarian, training and qualifications of the applicant to





carry out and maintain the use as described, adequacy of applicant's liability insurance coverage, and the use of dog crates.

During discussion Board Attorney Kardash introduced a specific section of the Land Development Code (Sec. 72.00 Overnight Board of Animals) as an applicable review section for consideration. Staff explained that there is a specific section of the SmartCode which lists the sections of the Land Development Code which must be reviewed. Sec. 72.00 is not listed and was therefore not included in the original staff report to the Planning and Zoning Board. Attorney Kardash, upon further review, indicated that even though the specific section was not in the list, that the preceding sentence did allow for consideration. Section 1.2.4 of the SmartCode and Section 72.00 of the Land Development Code are included as attachments for the Board's reference.

A second notable point of discussion focused around the question of whether staff correctly allowed the application to proceed as a conditional use. Staff's position, based on past actions, is that when a use is not clearly listed as permitted or conditional, but a similar use is identified in the same district, the application can/should be treated similarly. In this case, staff viewed "veterinary office with kennel" as a similar use and treated this application in the same manner.

The project was recommended for approval with staff conditions and the following two additional conditions:

- The conditional use shall be nontransferable.
- The applicant completes an agreement with a veterinarian for 24-hour service.
- The applicant is required to carry general liability insurance.

There were three members dissenting on the vote.

**CURRENT PROPERTY INFORMATION:**

<b>Use of Property:</b>	Existing building, unoccupied; previous use was dog grooming
<b>Site Features:</b>	Single one-story masonry building, fenced yard with trees, paved parking at front.
<b>Vehicle Access:</b>	This property gains access from East Oakwood Street.

**SURROUNDING ZONING & LAND USE:**

	<b>Zoning:</b>	<b>Land Use:</b>
<b>North:</b>	T4b Residential + Industrial/Office	CRD (Community Redevelopment District)
<b>South:</b>	T4b Residential + Industrial/Office	CRD (Community Redevelopment District)
<b>East:</b>	T4b Residential + Industrial/Office	CRD (Community Redevelopment District)
<b>West:</b>	T5a South Pinellas Ave	CRD (Community Redevelopment District)





**SURROUNDING USES:**

	Property Appraiser's Listed Use	Observed on Site
<b>North:</b>	Vacant Commercial	Outdoor storage
<b>South and East:</b>	Apartments	Santos Isles affordable senior housing
<b>West:</b>	Financial Institution	Hancock Whitney Bank

**PLANNING CONSIDERATIONS:**

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The applicant has provided a fairly detailed narrative and slide presentation describing the proposed use. The focus of the facility will be the training aspect with boarding apparently being incidental and incorporated with the training regimen of the individual dogs. The applicant characterizes the atmosphere as heavily supervised/controlled, and the photographs show that the boarding will occur in small groups of crates inside the building.
2. The T4b Residential + Industrial/Office transect district does not expressly allow for dog boarding. The transect does allow for a "veterinary office with kennel" as a conditional use. That use is defined in Section 6.1 as "a building that contains a doctor who treats animals and is a practitioner of veterinary medicine. A kennel is the name given to any structure of shelter for dogs and similar animals." This project does not propose to involve an on-site veterinarian or veterinary office.
3. Because the project is not proposed as a stand-alone boarding kennel, but also presents a primary "training" purpose with limited boarding, staff is processing this project as a conditional use request for the Board of Commissioners' consideration at the applicant's request.
4. The property is located mainly within an area of mixed uses that would be expected in this Special Area Plan mix of transects between South Pinellas Avenue and South Safford Avenue. The area across the street to the north is characterized by light industrial, storage and warehouse uses along Oakwood Street. The area to the west is the South Pinellas Avenue commercial corridor. Immediately to the east and south is the Santos Isles senior apartments development.
5. Primary compatibility issues associated with traditional kennel operations would include potential noise and odor concerns, so it is appropriate to consider potential impacts to

residential uses including apartments immediately to the east and to single family residences located to the north, east and south beyond this City block, but well within the human hearing range of barking dogs. The applicant has proposed measures to control or eliminate these impacts.

**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 in an existing building that was originally a single family residence. The building was renovated to house a dog grooming use. This applicant is performing further minor renovations to the structure and all are expected to meet the Florida Building Code. The City Fire Marshal has evaluated the proposal and concluded that it does not meet the definition of an animal boarding facility at this point. The primary function is classified as a business (dog training) and the building will not require sprinkling.

The applicant is not proposing to expand the building, so this project constitutes adaptive reuse of the existing property. However, it does appear that the on-site parking is sufficient and is actually up to code. The building is 1,490 square feet in size and would normally require 5 parking spaces. The site currently has sufficient space to store 5 vehicles, including one accessible space. There are no training classes or group activities proposed, so this configuration seems acceptable to accommodate employees and limited client parking described by the applicant. All other Land Development Code requirements are expected to be met.

**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 personal service use is appropriate to this area, appropriate to this SmartCode transect, and, appropriate to the South Pinellas Ave Character District in which the property is located. According to the City's Special Area Plan (SAP), the South Pinellas Ave Character District "is focused on the South Pinellas Ave. retail corridor extending from Boyer to Morgan St. The primary intent...is to encourage mixed use along the corridor with ground floor retail and residential or offices on upper floors." A personal service use is appropriate to this lot which is offset from the main commercial corridor and does not rely on visibility to gain customers. The T4b transect also provides the transition within this Character District from the more intense commercial along South Pinellas Ave to the mix of uses extending east and west of this corridor. Personal service, including daytime dog training, is generally an appropriate fit for this property.

The question of appropriateness and compatibility really comes in with the proposal for overnight boarding. The Special Area Plan directs that "individual projects/developments shall be reviewed for compatibility with surrounding existing uses and furthering the intent of the

character district in which it is located." This requirement, described in Section 3.B., subparagraph, "Compatibility Review" also states the following:

"Florida Administrative Code (F.A.C.) Chapter 9J-5.003 defines "compatibility" as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. When reviewing compatibility the objective shall be to obtain an equal balance between surrounding existing uses and planned uses for the character district. Where there is conflict in achieving an equal balance between such existing and planned uses, the F.A.C. definition of compatibility as





stated above shall take precedence. Special consideration shall be given to projects located adjacent to properties on the periphery of the Special Area Plan boundary and those located adjacent to the portion of the Historic District which is not also located with the Special Area Plan boundary. When considering compatibility such factors as scale, mass, intensity, location, size, height, style and aesthetics shall be taken into account. This list of factors to be considered is not exclusive and the reviewing body may consider other relevant factors in making a compatibility determination.”

The reason for this requirement is that some of the transects allow a very diverse mix of uses in close proximity to one another – T4b allowing “residential – industrial – office” which may not seem to be a compatible mix on its face. The challenge with a form-based code is to tease out those use characteristics that might disrupt an atmosphere of harmonious co-existence. Currently, the general 2-3 block area accommodates the mix of industrial/storage businesses that have coexisted near residential for an extended period of time. The applicant was originally advised that the transect would not accommodate a boarding use due to the traditional compatibility concerns associated with dog kenneling. The allowance of boarding with a veterinary office implies a more medically-dependent clientele. However, the applicant’s project is somewhat unique due to the very focused training purpose. The Board of Commissioners (BOC) is asked to consider this request with appropriate conditions should they grant the approval. The main considerations for the BOC would be the potential for noise, the proposed outdoor activities, and the hours of operation.

**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 Community Redevelopment District (CRD) Future Land Use Map (FLUM) category which is carried out by the Special Area Plan and SmartCode. The site is appropriate for the proposed training use. Consistency with the Comprehensive Plan must be predicated upon meeting the compatibility test of the Special Area Plan either as proposed, or with conditions of approval.

**4. The conditional use will not result in significant adverse impacts to the environment or historical resources.**

*Provisional Findings:* The property is not environmentally sensitive. The applicant has a dog-waste removal program in place as noted by the City’s Streets and Stormwater Department

during Technical Review Committee review. 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 in a mixed area. The dog training use is a personal service with operations expected to be fairly similar to the dog grooming personal service use that previously occupied this property for some years. With the limited boarding, the maintenance of peaceful enjoyment of nearby properties, especially after regular business hours,





should be considered. However, this is a somewhat intangible measure of impact to actual property values over a long term. Due to the fact that the property previously housed a dog grooming business, and, that the applicant's proposal limits outdoor dog activity significant disruption, if any, of surrounding property values is not expected.

- 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 November 17, 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 Slide Presentation and Photographs
3. Survey
4. Draft Resolution 2023-01
5. Sponge Docks and & CRA Infill Code Section 1.2.4 (highlighted)
6. Land Development Code Section 72.00, Overnight Board of Animals



# DogEdin

Conditional Use





# Location & Context



# SUMMARY OF REQUEST

## #22-105 – Conditional Use

- T<sub>4</sub>b South Pinellas Ave and the South Pinellas Ave Character District
- Property Size: 9,100 Square Feet
- Current Land Use: Stores, 1 Story
- Current Zoning: T<sub>4</sub>b Residential + Industrial/Office transect district
- Previous Use of Property: Grooming
- Proposed Use of Property: Training

**Applicant:** Andrea Bolender



# Overview

- The previous owner offered dog grooming services (14 years). DogEdin offers dog training as its primary service.
- DogEdin is not a kennel and do not make application for any kennels/runs of any type.
- Dog training services are by appointment only and expect no change requirement for parking. A decrease in traffic volume is expected.
- Dog training overnights will be crated with onsite supervision ( $\leq 10$ ).
- Dog waste is bagged and discarded with the refuse.
- All dog training services will be provided within normal business hours of surrounding businesses. Noise disturbances are not expected and any complaints will be resolved immediately.
- Santos Isle management is aware of our occupancy and welcomed the relationship.
- No major structural changes are proposed unless code requires them.
- Chain-link fencing was removed and Vinyl fencing installed along the back and side yard area(s). There remains a wooden fence, with chain-link, on the Santos Isles Parking Lot side. There are future plans to replace with vinyl.
- No building expansion is planned and the interior will remain as is.
- Projected water consumption is expected to decrease.
- The Fire Marshal has provided fire safety requirements that have been implemented.



# Activity Schedule

## Breakfast

- Potty break
- Training session
- Play time
- Rest

7:00 AM –  
10:00 AM

## Lunch

- Potty break
- Training session
- Play time
- Rest

12:00 PM –  
4:00 PM

## Dinner

- Training session
- Play time
- Potty break

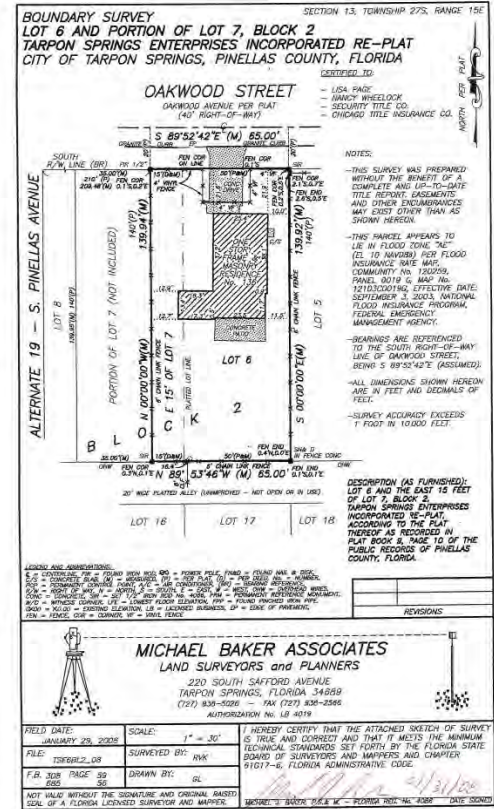
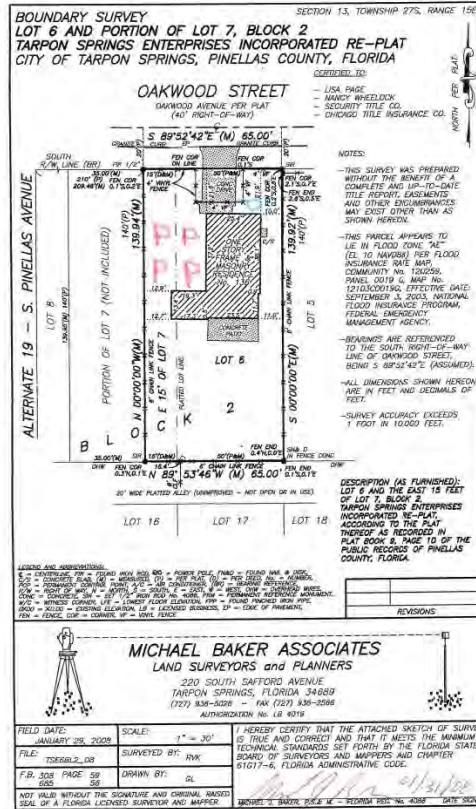
5:00 PM –  
7:00 PM

- Potty break
- Bedtime

8:00 PM –  
8:30 PM

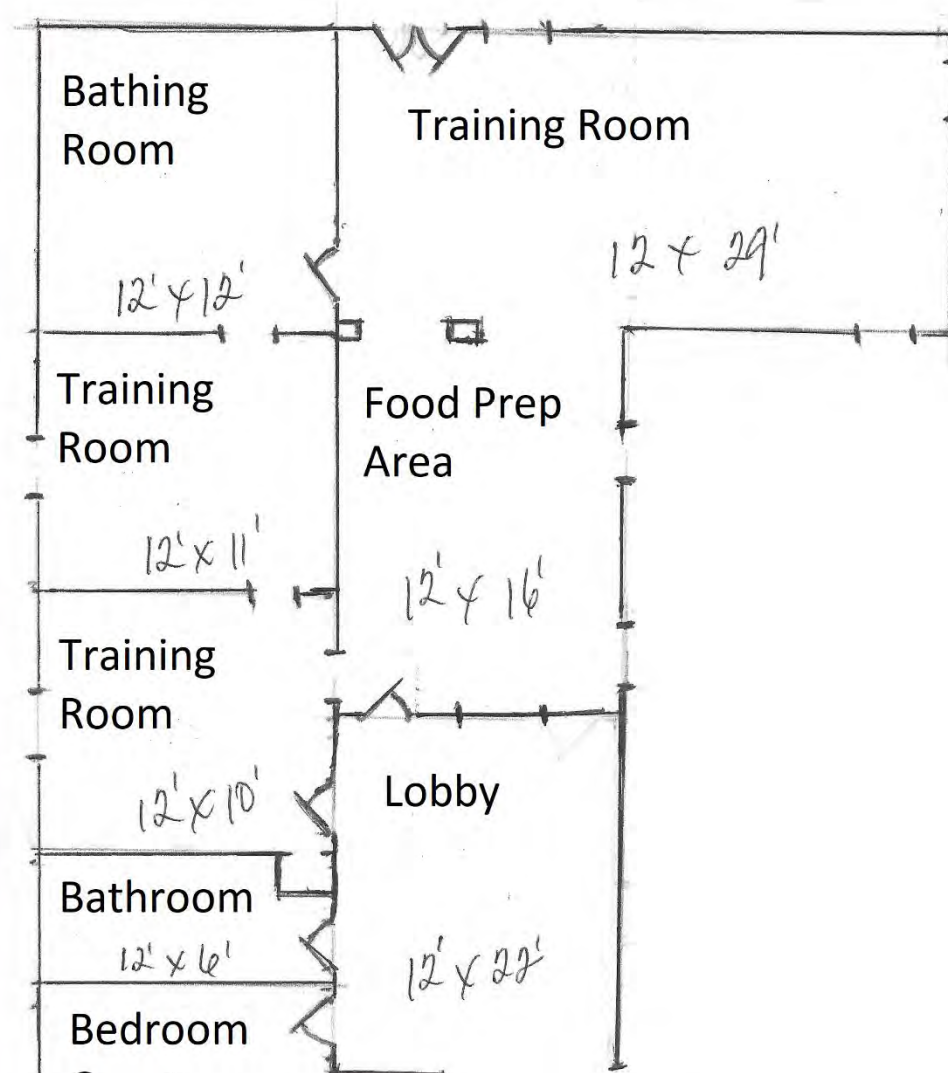


# Survey with parking





# Interior Building Layout





# Water Consumption Report

10/24/22, 9:24 PM

Consumption Report

## Consumption Report

**Account Number:** 000079783-271306259  
**Customer Name:** DOGEDIN, LLC  
**Location Address:** 136 E OAKWOOD ST TARPON SPRINGS FL  
**Phone Number:** 727-777-5953

### Service: WATER

**Meter Number:** 00065123708  
**\*Avg. Daily Usage:** 0.05  
**Last Read Date:** 10/12/2022  
**\*Avg. 30 Day Usage:** 1.50

No data available

**View Graph By:** [Period](#) [Year\(mo\)](#) [Year\(qtr\)](#)

Billing Periods	Number of Days	Daily Usage	Total Usage
10/2022	30	0.05	1.55
09/2022	13	0.06	0.76

Showing 1 to 2 of 2 entries

\* Averages based on previous 12 months historical data.



































































**CITY OF TARPON SPRINGS, FLORIDA**  
**Conditional Use Application**

Return to:  
 Planning & Zoning Department  
 324 E. Pine Street  
 Tarpon Springs, FL 34689  
 (727) 942-5611

(Please type or print clearly)

**Property Owner(s)**

Name <u>Andrea Bolender</u>		Email <u>andrea@dogedin.dog</u>	
Address <u>136 E. Oakwood Street</u>			
City <u>Tarpon Springs</u>	State <u>FL</u>	Zip <u>34689</u>	
Phone <u>727.777.5953</u>	Fax	Cellular <u>(727) 798.1900</u>	

**Applicant**

Name <u>Same</u>		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

**Agent (if applicable)**

Name		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

**General Information**

Property Location or Address <u>136 E. Oakwood St.</u>		
Legal Description (attach additional sheets as necessary) <u>Tarpon Springs Enterprises BLK2, Lot 6 &amp; 15ft of Lot 7</u>		
Tax Parcel Number(s) <u>13/27/15/89946/002/0060</u>		
Current Use of Property <u>Grooming (dog)</u>		
Conditional Use Requested <u>Lodging (dog)</u>		
Present City of Tarpon Springs Designations	Land Use Category	Zoning District

**IMPORTANT NOTE:** In connection with the approval of any Conditional Use, the Board of Commissioners may make the approval subject to conditions, stipulations and/or safeguards as it deems necessary to ensure compliance with the provisions of the Land Development Code (LDC) and/or Comprehensive Plan. Failure to comply with the approval conditions shall be deemed a violation of the LDC and be enforced as such.



## Proposed Use:

DogEdin, LLC is a dog training service provider. Training services are provided in clients homes as well as on site.

Ancillary to training, lodging is offered "only" to established clients, whose dog(s) have been and continues a training regiment. Otherwise, lodging is not offered.

There will never be made available outdoor "dog houses"; kennels and/or runs. The limited number of lodgers are maintained indoors while training efforts are continued/supported.

We stress this is not a typical boarding/training environment, in that, we focus on training and expect any noise/visual impact to our neighbors to be minimal, even unrecognizeable.

August 31, 2022









DogEdin  
www.dogedin.com (771) 777-5963

LOVE 19











# BOUNDARY SURVEY

SECTION 13, TOWNSHIP 27S, RANGE 15E

## LOT 6 AND PORTION OF LOT 7, BLOCK 2 TARPON SPRINGS ENTERPRISES INCORPORATED RE-PLAT CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

CERTIFIED TO:

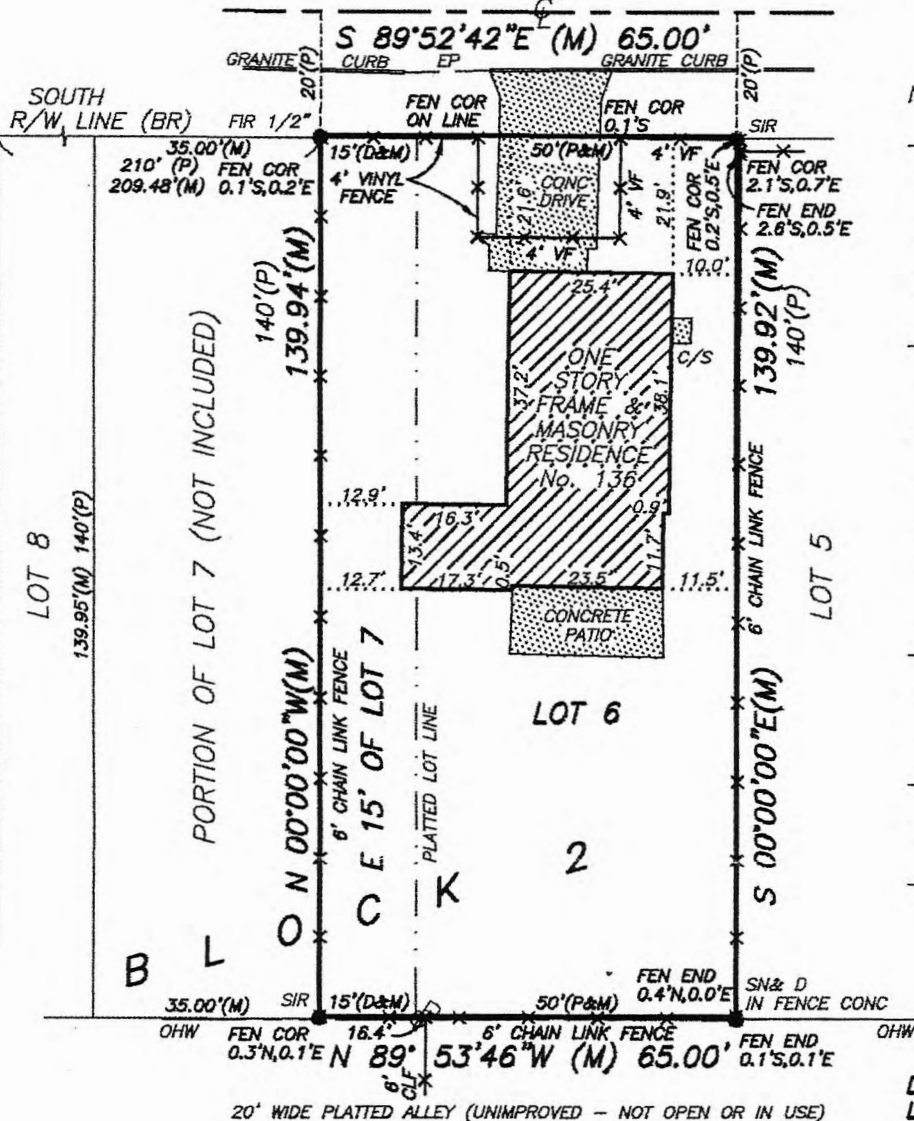
- LISA PAGE
- NANCY WHEELOCK
- SECURITY TITLE CO.
- CHICAGO TITLE INSURANCE CO.

### OAKWOOD STREET

OAKWOOD AVENUE PER PLAT  
(40' RIGHT-OF-WAY)

NORTH PER PLAT

ALTERNATE 19 - S. PINELLAS AVENUE



#### NOTES:

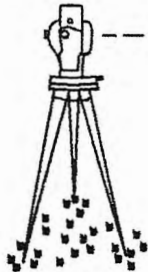
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE AND UP-TO-DATE TITLE REPORT. EASEMENTS AND OTHER ENCUMBRANCES MAY EXIST OTHER THAN AS SHOWN HEREON.
- THIS PARCEL APPEARS TO LIE IN FLOOD ZONE "AE" (EL 10 NAVD88) PER FLOOD INSURANCE RATE MAP, COMMUNITY No. 120259, PANEL 0019 G, MAP No. 12103C0019G, EFFECTIVE DATE: SEPTEMBER 3, 2003, NATIONAL FLOOD INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT AGENCY.
- BEARINGS ARE REFERENCED TO THE SOUTH RIGHT-OF-WAY LINE OF OAKWOOD STREET, BEING S 89°52'42"E (ASSUMED).
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS OF FEET.
- SURVEY ACCURACY EXCEEDS 1 FOOT IN 10,000 FEET.

DESCRIPTION (AS FURNISHED):  
LOT 6 AND THE EAST 15 FEET  
OF LOT 7, BLOCK 2,  
TARPON SPRINGS ENTERPRISES  
INCORPORATED RE-PLAT,  
ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN  
PLAT BOOK 9, PAGE 10 OF THE  
PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA.

#### LEGEND AND ABBREVIATIONS:

CL = CENTERLINE, FIR = FOUND IRON ROD, ∞ = POWER POLE, FN&D = FOUND NAIL & DISK,  
C/S = CONCRETE SLAB, (M) = MEASURED, (P) = PER PLAT, (D) = PER DEED, No. = NUMBER,  
PCP = PERMANENT CONTROL POINT, A/C = AIR CONDITIONER, (BR) = BEARING REFERENCE,  
R/W = RIGHT OF WAY, N = NORTH, S = SOUTH, E = EAST, W = WEST, OHW = OVERHEAD WIRES,  
CONC = CONCRETE, SIR = SET 1/2" IRON ROD No. 4086, PRM = PERMANENT REFERENCE MONUMENT,  
W/C = WITNESS CORNER, LFE = LOWEST FLOOR ELEVATION, FPP = FOUND PINCHED IRON PIPE,  
OX00 = X0.00 = EXISTING ELEVATION, LB = LICENSED BUSINESS, EP = EDGE OF PAVEMENT,  
FEN = FENCE, COR = CORNER, VF = VINYL FENCE

#### REVISIONS



### MICHAEL BAKER ASSOCIATES LAND SURVEYORS and PLANNERS

220 SOUTH SAFFORD AVENUE  
TARPON SPRINGS, FLORIDA 34689  
(727) 938-5026 - FAX (727) 938-2566  
AUTHORIZATION No. LB 4019



FIELD DATE:  
JANUARY 29, 2008

SCALE:  
1" = 30'

FILE:  
TSE6BL2\_08

SURVEYED BY:  
RVK

F.B. 308 PAGE 59  
685 56

DRAWN BY:  
GL

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

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY  
IS TRUE AND CORRECT AND THAT IT MEETS THE MINIMUM  
TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE  
BOARD OF SURVEYORS AND MAPPERS AND CHAPTER  
61G17-6, FLORIDA ADMINISTRATIVE CODE.

MICHAEL J. BAKER, P.S. & M. - FLORIDA REG. No. 4086 DATE SIGNED 01/31/08



## **RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-105 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW FOR A DOG TRAINING AND BOARDING FACILITY AT 136 EAST OAKWOOD STREET, LOCATED IN THE T4B RESIDENTIAL + INDUSTRIAL/OFFICE TRANSECT OF THE SPECIAL AREA PLAN; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs has received an application for a Conditional Use to allow for a dog training and boarding facility on property located at 136 East Oakwood Street in the T4b Residential + Industrial/Office transect of the Special Area Plan; and,

**WHEREAS**, Section of the Comprehensive Zoning and Land Development Code allows retail as a use by right, and, veterinary office with kennel as a conditional use in the T4b transect district; and,

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of December 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 #22-105 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 #22-105 under Resolution 2023-01, requesting Conditional Use approval to allow a dog training and boarding facility on property located at 136 East Oakwood Street in the T4b Residential + Industrial/Office transect of the Special Area Plan is approved with the following conditions:



1. Overnight boarding shall be limited to a maximum of ten (10) dogs.
2. Overnight boarding shall be supervised 24 hours a day by on-site personnel.
3. A six foot solid fence shall be installed along the south and east property lines behind the front yard setback.

### **SECTION 3: EFFECTIVE DATE**

This Resolution shall be effective upon adoption.



### 1.1 AUTHORITY

- 1.1.1 The action of the City of Tarpon Springs, Florida in the adoption of this Code is authorized under the requirements and authority of Chapter 163.3202, F.S., the City Charter and the general powers for municipal corporations in Chapter 166, F.S.
- 1.1.2 This Code was adopted as one of the instruments of implementation of the public purposes and objectives of the adopted Municipal Comprehensive Plan. This Code is declared to be in accord with the Municipal Comprehensive Plan, as required by the Local Land Development Statutes.
- 1.1.3 This Code is adopted to promote the health, safety and general welfare of the residents and property owners of the City of Tarpon Springs, Florida, including protection of the environment, conservation of land, energy and natural resources, reduction in vehicular traffic congestion, more efficient use of public funds, health benefits of a pedestrian environment, historic preservation, education and recreation, reduction in sprawl development, and improvement of the built environment.
- 1.1.4 This Code was adopted and may be amended by vote of the Board of Commissioners of the City of Tarpon Springs.

### 1.2 APPLICABILITY

- 1.2.1 Provisions of this Code are activated by “shall” when required; “should” when recommended; and “may” when optional.
- 1.2.2 The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards except the Local Health, Building and Safety Codes and regulations for properties located in the Local Historic District which are governed by Article VII of the Comprehensive Zoning and Land Development Code.
- 1.2.3 The provisions of this Code and any subsequent amendments shall not affect the validity of any lawfully issued and effective construction permit or site plan approval if:
  - a. The development activity authorized by the permit has commenced or authorized prior to the effective date of this Code or application for building permit has been made and said permit is granted and does not expire.
  - b. The development activity continues without interruption until the development is complete. If the construction permit expires, any further development activity shall occur only in conformance with the requirements of this Code. Interruption shall be defined as a cease in construction activity for a period greater than one year or a cease of construction activity which does follow an approved Phasing Plan.
  - c. Any development activity that is excepted from the provisions of this Code pursuant to Section 1.2.3 must meet only the requirements of the regulations in effect at the time the development order was approved. If the development order expires for any reason, any further development activity shall occur only in conformance with the requirements of this Code.

- 1.2.4 The existing Comprehensive Zoning and Land Development Code shall continue to be applicable to issues not covered by this Code except where the existing Comprehensive Zoning and Land Development Code would be in conflict with Section 1.3 Intent. Where applicable, refer to the standards and regulations as found in the City of Tarpon Springs Land Development Code referenced below:



Heritage Preservation (Article VII)  
Concurrency Management (Article VIII)  
Administration & Enforcement (Article XII)  
Boards & Agencies (Article XIII)  
Public Art (Article XVII)  
Alcoholic Beverages (Sec. 52.00)  
Wetlands Protection (Sec. 55.00)  
Temporary Uses (Sec. 56.00)  
Docks, Piers, Shoreline Stabilization (Sec. 59.00)  
Dogs in Outdoor Area of Food Service Establishments (Sec. 74.00)  
Fire Protection (Sec. 135.00)  
Potable Water & Sewer (Sec. 136.00)  
Reclaimed Water (Sec. 137.00)  
Utility Easements (Sec. 138.00)  
Dumpster Screening (Sec. 139.00)  
Endangered/Threatened Species Protection (Sec. 144.00)  
Floodplain Management (Sec. 146.00)  
Subdivision Regulations  
Public Notice Requirements (Sec. 206.00)  
Re-zonings/Land Use Changes  
Appeal Process

- 1.2.5 Capitalized terms used throughout this Code may be defined in Chapter 6 Definitions of Terms, as are many non-capitalized terms. Chapter 6 contains regulatory language that is integral to this Code. Those terms not defined in Chapter 6 shall be accorded their commonly accepted meanings. In the event of conflicts between these definitions and those of the Existing Local Codes, those of this Code shall take precedence.
- 1.2.6 The metrics of the text standards and tables are an integral part of this Code. However, the diagrams and illustrations that accompany them should be considered guidelines.
- 1.2.7 Where in conflict, numerical metrics shall take precedence over graphic metrics.

### 1.3 INTENT

The intent and purpose of this Code is to:

- a. Serve as the regulating plan to implement the vision of the Special Area Plan for the Sponge Docks and Community Redevelopment Area.
- b. Enable, encourage and qualify the implementation of the following policies:

#### 1.3.1 *The Community*

- a. That neighborhoods, including downtowns, should be compact, pedestrian-oriented and mixed use.
- b. That complete neighborhoods, including complete downtowns, should be the preferred pattern of development, and that districts specializing in a single use should be the exception.
- c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.



§ 72.00 - OVERNIGHT BOARDING OF ANIMALS.

(A) Definitions:

1. Exercise Area: An area utilized to allow animals to exercise for defined periods of time, but not utilized for permanent/overnight occupation by an animal.
2. Outdoor run: An outdoor kennel occupied by an animal, unsupervised for extended periods of time. Outdoor runs shall also include any outdoor area directly connected to individual indoor kennels such that animals may freely roam between the two.

(B) The following standards of review shall be required where overnight boarding is allowed as a conditional or permitted use.

1. Overnight boarding shall be limited to domestic pets only. Farm animals, livestock and wild animals are prohibited.
2. The minimum setback from any residentially zoned or utilized property for buildings shall be 100 feet.
3. The minimum setback from any residentially zoned or utilized property for outdoor runs shall be 500 feet.
4. Outdoor runs shall only be allowed in the IR and IH zoning districts.
5. Outdoor runs shall have drains connected to an approved sanitary facility. Odor and pest control shall be required. Outdoor runs shall only be utilized during daylight hours. Brief outdoor periods of 15 minutes or less may be allowed during non-daylight hours in early morning and late evening.
6. The minimum setback from residentially zoned or utilized property for outdoor exercise areas shall be 100 feet.
7. Outdoor exercise areas must be supervised and shall only be utilized during daylight hours.
8. Buildings shall be designed such that they are consistent with buildings in the same area.
9. Soundproofing shall be required for all boarding facilities such that the sounds of any animals confined in the area cannot be heard outside of the property line.
10. Boarding facilities must contain waste control systems that are connected to an approved sanitary facility.
11. Boarding facilities shall contain an air-handling system for disinfection and odor control.
12. Boarding facilities shall be required to have a designated veterinarian on call.
13. The minimum floor area per animal shall be 125 square feet.
14. An overnight staffing plan or other acceptable overnight monitoring system must be provided.

(C) Buffering Requirements:

1. In addition to the buffering requirements found elsewhere in this code, a minimum 4 foot berm with landscaping shall be required where a boarding facility with outdoor runs or exercise areas directly abuts residentially zoned or utilized land. In lieu of, or in addition to the berm and landscaping, the Board of Commissioners may consider sound buffering fencing/walls. The term "directly abut" shall include those properties separated by a platted public or private right-of-way or easement. Landscaping species shall be utilized that will provide a dense buffer after two years.

(Ord. 2008-31, passed 1-27-09)





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING DEPARTMENT**

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**MEMORANDUM**

**To:** Planning and Zoning Board

**From:** Renea Vincent, Planning Director

**Date:** January 4, 2023

**Subject:** **Amendment to Section 216.00 – Vacation of Streets, Plats or Other Property  
Reinstatement of Application Fee Based on Land Valuation  
Appl. #22-131; Ordinance #2023-02**

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**Background:**

Section 216.00 of Appendix A, Land Development Code provides procedures and standards for the vacation of rights-of-way, plats, easements and similarly situated property. On April 16, 2019, the Board of Commissioners adopted Ordinance #2019-06 (Appl. #19-27) removing the requirement for the application fee to include 50% of the land valuation of the adjacent right of way. The Board of Commissioners has recently directed staff to restore the land valuation component of the application fee.

The attached draft ordinance restores the exact language that was removed from Section 216.00(F) by the 2019 ordinance. Staff notes two information items that may be relevant to the discussion:

- The previous (and proposed current) ordinance states that “all such values shall be determined by the Pinellas County Property Appraiser.” The Pinellas County Property Appraiser (County Appraiser) does not set values for publicly dedicated rights-of-way. Where an applicant requested such a vacation in the past, the valuation of the right-of-way to be vacated was calculated based on the average of the County Appraiser’s assessed values of the properties located adjacent to the right-of-way portion to be vacated.
- The issue of the fee was raised in 2019 in conjunction with a street vacation proposed by the Tarpon Springs Housing Authority. Given that, the Board may want to discuss the potential for exempting affordable housing projects from the fee requirement if it is adopted. The exemption should be included in the language of the ordinance.

The ordinance was reviewed by the City’s Technical Review Committee on December 8, 2022 and there were no comments.

**Staff Recommendation:**

This draft ordinance is presented for consideration at the request of the Board of Commissioners. Staff recommends that the Board of Commissioners review the draft ordinance and direct the City Attorney to draft the final form of an adopted ordinance.

**Planning and Zoning Board:**

This Planning and Zoning Board (Board) heard this ordinance at their regular meeting of December 19, 2022 with a full board present. The Board unanimously recommended approval of the ordinance as written.



## **ORDINANCE 2023-02**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING SECTION 216.00 OF ARTICLE XII OF APPENDIX A, THE COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, TO REINSTATE THE REQUIREMENT FOR CALCULATION OF THE APPLICATION FEE BASED ON LAND VALUATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, Sections 216.00 and 216.01 of the Comprehensive Zoning and Land Development Code of the City of Tarpon Springs provide a process by which the City may divest itself of existing street right-of-way that meet the standards for review of vacation; and

**WHEREAS**, The Board of Commissioners desires to revise the application fee for vacations of streets, plat or other property to reinstate the valuation-based calculation portion of the fee; and

**WHEREAS**, the Board of Commissioners of the City of Tarpon Springs has determined that an amendment to Section 216.00 of Article XII of Appendix A, the Comprehensive Zoning and Land Development Code, is necessary to make such change.

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

**SECTION 1.** That Section 216.00 of Article XII of Appendix A, the Comprehensive Zoning and Land Development Code, is hereby amended to read as follows:

### **§ 216.00 VACATION OF STREETS, PLATS OR OTHER PROPERTY.**

- (A) An application to vacate any street rights-of-way, plats, or other property shall be filed with the Planning and Zoning Department on forms provided by the Director and shall include the required fee established by this Code.
- (B) The Director shall forward all applications to the City's Technical Review Committee (TRC) for an administrative and completeness review to determine compliance with the provisions of this Code, the Comprehensive Plan, and all applicable building codes.
- (C) Upon receiving a determination from the Technical Review Committee that the application is complete and ready for processing the Director shall notice the application for public hearing before the Board of Commissioners.
- (D) Notice for public hearing shall constitute written legal notice in accordance with the requirements of this Article.



- (E) The Board of Commissioners shall review the application and render a decision regarding same. Approval shall be in the form of an ordinance.
- (F) Prior to the vacation of any right-of-way, the applicant shall tender an application fee of equal to 50 percent of the appraised value of the right-of-way proposed to be vacated, less the fair market value of any property or interest therein conveyed to or reserved by the City. All such values shall be determined by the Pinellas County Property Appraiser. If such application is denied, the entire application fee, less the sum of \$200.00 to defray costs for the processing of such application, shall be refunded to the applicant. All such application fees, less the \$200.00 to be deposited in the General Fund, shall be placed in a segregated account, the proceeds of which shall be utilized solely for the purpose of acquisition of future rights-of-way by the City.

**SECTION 2.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

**SECTION 3.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.** This Ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.