



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, FEBRUARY 14, 2023 6:30 PM – City Hall Auditorium

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 MINUTES)

PUBLIC COMMENTS (30 MINUTES)

PROCLAMATION: BLACK HISTORY MONTH (10 MINUTES)

CONSENT AGENDA (20 MINUTES)

1. Satisfaction and Release of Liens
2. Attorney's Fees:
 - A. Persson, Cohen, Mooney, Fernandez & Jackson, PA 3138
 - B. Unice Salzman Jensen PA 74749, 74750, 74752, 74753, 74754
3. Special Events:
 - A. Greek Independence Day Parade
 - B. Easter Eggstravaganza
 - C. Garden Club Plant Sale
 - D. Fine Arts Festival
 - E. Sunset Beach Movie Night
 - F. St. Nicholas Cathedral Orthodox Procession
 - G. St. Nicholas Cathedral Good Friday Procession
4. Award File No. 230097-C-AS Fencing, Gate Operators and Handrails
5. Approve Renewal of File No. 180104-C-JJ Electrical, Lighting, Data Communications, Security Products and Related Products, Services and Solutions
6. Award File No. 230104-N-JL Single Source Purchase of Legal and Promotional Advertising
7. Award File No. 230102-C-JL Sports Lighting for the Sports Complex
8. Authorize Execution of Secure Ballot Intake Station Agreement for Library
9. Authorize Execution of Agreement for Polling Place for Community Center
10. Award File No. 230094-C-AS Printer Lease and Support Services
11. Reject Sole Bid Submitted for Bid No. 230091-B-JL Yard Waste Disposal

SPECIAL CONSENT AGENDA

12. Approve Change Order No. 1 to Bid No. 210078-B-JJ Seabreeze Sanitary Sewer Improvements Project (15 minutes)
13. Update and Direction on Pent-Grosse Project (15 minutes)
14. Appointment to the Parks and Recreation Advisory Committee (5 minutes)
15. Appointment to the Public Art Committee (5 minutes)
16. Appointment to the Housing Authority (5 minutes)
17. Conduct Scoring for Request for Proposals 230071-P-JL Executive Search Firm for New City Manager (30 minutes)
18. Hill Ward Henderson Demand Letter for Issuing Anclote Harbor Apartments Construction Permit and Authorization to Send Letters to SWFWMD and ACOE (30 minutes)

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

19. Comprehensive Plan Text Amendments: (10 minutes)
 - A. Ordinance 2022-33 Future Land Use Residential Uses in Commercial Categories, CU's and Definitions (2nd Reading)
 - B. Ordinance 2022-32 Future Land Use and Coastal Elements (2nd Reading)
20. Ordinance 2023-01 Amending Public Art Ordinance (2nd Reading) (5 minutes)

The following items have been deferred to a future date to be determined:

21. Dixie Highway Property (1st Readings)
 - a. Ordinance 2023-03 Application 22-125 Future Land Use
 - b. Ordinance 2023-04 Application 22-126 Rezoning

BOARD AND STAFF COMMENTS**ADJOURNMENT (EST. 9:30 PM)**

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, Black History Month grew out of the early efforts of Carter G. Woodson and the Association for the Study of African American Life and History starting in 1926 where one week was dedicated to Black History; and

WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is celebrated all over the United States; and

WHEREAS, Black History Month is an annual celebration of achievements by African Americans and is a time to honor and recognize the contributions and legacy from activists and civil rights pioneers to leaders around the world; and

WHEREAS, The City of Tarpon Springs is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of February 2023 as

BLACK HISTORY MONTH

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 14th day of February 2023.

City Clerk & Collector

Mayor

OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION February 14, 2023

Authorization is requested for the Mayor to execute Satisfaction and/or Release of Lien for the properties listed below. All monies owed the City for delinquent utility liens, street, and/or lot mowing assessments including interest and/or penalties, or administrative fees have been paid in full.

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
Alain Dumont Ines Detaevernier	Utility Lien	49695-280005671
Otilila Andino Pierre Fowler	Utility Lien	72391-271809819
Pierre Fowler	Utility Lien	75651-271304286
James Ouellet	Utility Lien	52567-270708571
Wolf Life, LLC	Utility Lien	79595-270110278
Reginald J. Woods	Code Enforcement	18-80000559
Ralk Investments, LLC	Code Enforcement	14-80000759

INVOICE

Invoice # 3138
Date: 02/02/2023
Due On: 03/04/2023

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

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$6,568.00) - (\$0.00) = \$6,568.00

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	01/03/2023	Telephone conference with Board member regarding communications with the City Commission.	0.40	\$225.00	\$90.00
Service	RAK	01/04/2023	Receipt and review of voicemail from City Clerk regarding the public records requests, and email requesting first amendment forum analysis from Mayor.	0.20	\$225.00	\$45.00
Service	RAK	01/05/2023	Returned telephone calls to the City Clerk and Planning Department.	0.30	\$225.00	\$67.50
Service	RAK	01/05/2023	Preparation of proposed contract addendum for the public records contract, and email correspondence regarding same to the City and proposed contractor.	0.70	\$225.00	\$157.50
Service	RAK	01/05/2023	Receipt and review of email correspondence with attached ordinance for requested revisions. Preparation of proposed revisions for the City Commission, and email correspondence explaining same with recommendations for legal counsel review of all ordinances.	1.40	\$225.00	\$315.00
Service	RAK	01/05/2023	Preparation of response to the Mayor's	0.20	\$225.00	\$45.00

			email, and receipt and review of reply.			
Service	RAK	01/05/2023	Text messages with public records specialist regarding requested information and contract addendum.	0.20	\$225.00	\$45.00
Service	RAK	01/05/2023	Telephone conference with City Clerk regarding the public records requests, receipt of the deposit check, and potential contract for review.	0.50	\$225.00	\$112.50
Service	AHC	01/05/2023	Review proposed Code language re: public art and bond issuances. Provide comments.	0.25	\$262.00	\$65.50
Service	RDJ	01/05/2023	Review code language regarding copyrights and ownership of public art works; confer with R. Kardash regarding same.	0.30	\$225.00	\$67.50
Service	RAK	01/06/2023	Receipt and review of email correspondence with previously drafted memorandum regarding First Amendment protections at public meetings. Preparation of first draft of proposed memorandum to the City.	0.80	\$225.00	\$180.00
Service	RAK	01/09/2023	Review of the agenda and reference materials for this evening's Historic Preservation Board meeting.	1.70	\$225.00	\$382.50
Service	RAK	01/09/2023	Attendance at office conference to review additional information and public records requests with Mayor and City Clerk's Office, including one hour travel.	2.70	\$225.00	\$607.50
Service	RAK	01/09/2023	Receipt and review of resume and credential materials with executed contract from public records contractor, and forwarding of same to the City. Receipt and review of inquiry from the Purchasing Director regarding contract execution, and preparation of response.	0.30	\$225.00	\$67.50
Service	RAK	01/09/2023	Attendance at Historic Preservation Board meeting; travel accounted for in previous entry.	0.90	\$225.00	\$202.50
Service	RAK	01/12/2023	Receipt and review of email correspondence with documents received from Atty. Loeb's office relative to pending public records request. Preparation of detailed response regarding same, and email correspondence to the City with copy of same for approval prior to distribution.	2.10	\$225.00	\$472.50
Service	RAK	01/12/2023	Telephone conference with City Clerk's	0.30	\$225.00	\$67.50

			Office regarding drafted response to the Loeb public records request and the requested review of the referendum fact sheet.			
Service	RAK	01/13/2023	Receipt and review of proposed amendments to the Loeb correspondence, and preparation of same. Email correspondence to client for final review.	0.60	\$225.00	\$135.00
Service	RAK	01/13/2023	Finalization of correspondence to Atty. Loeb and preparation of email with copy of same.	0.30	\$225.00	\$67.50
Service	RAK	01/19/2023	Receipt and review of email correspondence regarding the referendum summary, and preparation of response; review and revision to proposed summaries.	0.60	\$225.00	\$135.00
Service	RAK	01/19/2023	Telephone conference with Commissioner-elect regarding Sunshine obligations, Chapter 112, Florida Statutes, and the impact on Board decisions.	0.70	\$225.00	\$157.50
Service	RAK	01/20/2023	Receipt and review of responsive correspondence from Loeb. Telephone conference with City Clerk's office and preparation of email correspondence regarding same.	0.60	\$225.00	\$135.00
Service	RAK	01/23/2023	Review of the Planning and Zoning agenda for tonight's meeting.	0.80	\$225.00	\$180.00
Service	RAK	01/23/2023	Office conference with Mayor, City Manager and City Clerks regarding the public records request and threat of litigation; additional office conference with the finance department and procurement specialist regarding the credit card vendor contracts, including one hour travel time.	3.50	\$225.00	\$787.50
Service	RAK	01/23/2023	Attendance at the Planning and Zoning Board meeting.	0.70	\$225.00	\$157.50
Service	RAK	01/24/2023	Preparation of draft response to Atty. Loeb regarding the public records demands, and preparation of email correspondence with copy of same.	0.50	\$225.00	\$112.50
Service	RAK	01/24/2023	Review of the agenda for the Board of Adjustment meeting tomorrow.	0.50	\$225.00	\$112.50
Service	RAK	01/25/2023	Attendance at office conference with Mayor, City Manager, City Clerks and Records contractor to discuss progression of records review and responsive	3.10	\$225.00	\$697.50

			correspondence to records requestor, including one hour travel.			
Service	RAK	01/25/2023	Preparation of materials, review and notes for quasi-judicial presentation.	0.40	\$225.00	\$90.00
Service	RAK	01/25/2023	Attendance at Board of Adjustment meeting.	1.20	\$225.00	\$270.00
Service	RAK	01/25/2023	Receipt and review of email correspondence from the Mayor with ethics question; brief legal research and review of the state statute, and preparation of response.	0.40	\$225.00	\$90.00
Service	RAK	01/26/2023	Final revisions to the proposed correspondence responding to Atty. Loeb regarding his public records request, and preparation of email correspondences with copies of same.	0.40	\$225.00	\$90.00
Service	RAK	01/30/2023	Telephone conference with Commissioner-Elect regarding the City Charter, and scheduling office conference to review questions.	0.20	\$225.00	\$45.00
Service	RAK	01/31/2023	Receipt and beginning review of proposed bid documents and contracts for public construction project.	0.60	\$225.00	\$135.00
Service	RAK	01/31/2023	Receipt and review of email correspondence from the City Clerk's office regarding a public records request received by the City for the Planning and Zoning Board. Preparation of email correspondence to the Planning Board explaining the same.	0.50	\$225.00	\$112.50
Service	RAK	01/31/2023	Receipt of email correspondence from Planning Board member regarding the public record request email, and preparation of response with more detailed information.	0.30	\$225.00	\$67.50
					Subtotal	\$6,568.00
					Total	\$6,568.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3138	03/04/2023	\$6,568.00	\$0.00	\$6,568.00
Outstanding Balance				\$6,568.00
Total Amount Outstanding				\$6,568.00

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.

UNICE SALZMAN JENSEN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Page: 1
February 03, 2023
Account No: 1924-0000M
Invoice No: 74749

Tarpon Springs/General

Description

			Hours	
01/03/2023	AJS	Conference with Commissioner Karr regarding several issues.	0.20	35.00
01/04/2023	AJS	Attend meeting with City Manager LeCouris regarding several issues; Attend meeting with Mayor Vatikiotis.	1.50	262.50
01/06/2023	AJS	Review and analysis of charter issue.	0.50	87.50
01/10/2023	AJS	Review correspondence from Sergeant Miller; Review and analysis of issues; Prepare email correspondence to Sergeant Miller regarding permit.	0.80	140.00
	AJS	Prepare for and attend Board meeting.	6.50	1,137.50
01/11/2023	AJS	Conference with Shelley Johnson regarding Sagonias Trust.	0.30	52.50
01/12/2023	AJS	Prepare for and attend Code Enforcement Meeting.	2.50	437.50
01/13/2023	AJS	Review correspondence from Anela Soday; Receipt, Review and execute Special Counsel Agreement; Prepare email correspondence to Anela Soday.	0.40	70.00
01/16/2023	AJS	Prepare email correspondence to City Manager LeCouris regarding Sagonius Trust.	0.10	17.50
	AJS	Review correspondence from Patricia McNeese; Review and analysis of Eagle Creek; Prepare email correspondence to Patricia McNeese.	0.80	140.00
	AJS	Review correspondence from Kathleen Maloney regarding American Pipeline.	0.10	17.50
01/19/2023	AJS	Review correspondence from Irene Jacobs; Review Amended Special Counsel Resolution; Prepare email correspondence to Irene Jacobs.	0.30	52.50
	AJS	Review correspondence from Cyndee Stoner regarding liens; Analysis of issue regarding liens; Prepare email correspondence to		

			Hours	
		Cyndee Stoner.	0.40	70.00
	AJS	Review correspondence from Sergeant Miller; Review and analysis of Fortune Teller Ordinance; Prepare email correspondence to Sergeant Miller regarding enforceability.	0.90	157.50
01/23/2023	AJS	Review summons and Complaint regarding Benjamin McElhaney.	0.20	35.00
	AJS	Review correspondence from Jamie Taylor; Review and analysis of Tivity Agreement; Prepare email correspondence to Jamie Taylor.	1.20	210.00
	AJS	Review and analysis of document sent from Attorney Graham regarding Peter Tumillo; Review correspondence from Cyndee Stoner; Review correspondence from Jane Graham.	0.60	105.00
01/24/2023	AJS	Prepare and attend Board Meeting.	6.50	1,137.50
01/25/2023	AJS	Conference with Commissioner Eisner regarding various issues; Review correspondence from Regina Kardash regarding Public Records.	0.50	87.50
	AJS	Review correspondence from Mayor Vatikiotis; Prepare email correspondence to Mayor Vatikiotis; Review correspondence from Regina Kardash.	0.20	35.00
01/26/2023	AJS	Review correspondence from Regina Kardash; Review correspondence from Heather Wilfong regarding Public Records.	0.20	35.00
01/27/2023	AJS	Review correspondence from Bob Robertson regarding Gross Avenue Project.	0.10	17.50
	AJS	Review Code Enforcement Agenda for February.	0.10	17.50
		For Current Services Rendered	24.90	4,357.50
		Total Current Work		4,357.50
		Balance Due		<u>\$4,357.50</u>

Received

FEB - 7 2023

City Manager
Tarpon Springs

UNICE SALZMAN JENSEN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Attn: Mark LeCouris

Page: 1
February 03, 2023
Account No: 1924-0001M
Invoice No: 74750

City of Tarpon Springs/Rasmussen, Robert

Description

			Hours	
01/16/2023	AJS	Review file regarding hearing.	0.50	87.50
01/17/2023	AJS	Prepare for and attend hearing on Motion for Contempt.	0.50	87.50
01/27/2023	AJS	Review photographs; Prepare Notice of Filing for Contempt hearing.	0.40	70.00
	AJS	Prepare Notice of Hearing.	0.30	52.50
		For Current Services Rendered	1.70	297.50
		Total Current Work		297.50
		Balance Due		<u>\$297.50</u>

Received

FEB - 7 2023

**City Manager
Tarpon Springs**

UNICE SALZMAN JENSEN, P.A.
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1815 Little Road, 2nd Floor
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727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Attn: Mark LeCouris

Page: 1
February 03, 2023
Account No: 1924-0003M
Invoice No: 74752

City of Tarpon Springs/Concerned Citizens

Description

			Hours	
01/03/2023	AJS	Review Court Order on Motion to Stay.	0.10	17.50
	AJS	Prepare email correspondence to Mayor and Commissioners regarding Motion to Stay.	0.10	17.50
	AJS	Conference with Attorney McLaren regarding status of litigation.	0.30	52.50
	AJS	Prepare email correspondence to Attorney McLaren regarding conference.	0.10	17.50
01/11/2023	AJS	Review Motion to Tax Costs; Prepare email correspondence to Mayor Vatikiotis and Commission regarding Motion to Tax Costs; Conference with City Manager LeCouris regarding Motion to Tax Costs.	0.50	87.50
01/12/2023	AJS	Review and analysis of Request for Issuance of Mandate and attached documents; Prepare email correspondence to Mayor Vatikiotis and Commission.	0.80	140.00
	AJS	Review correspondence from Attorney Scott McLaren regarding mandate.	0.10	17.50
	AJS	Review proposed mandate.	0.10	17.50
	AJS	Review and analysis of correspondence from Ed Armstrong regarding Extension Notice.	0.50	87.50
	AJS	Prepare email correspondence to Mayor Vatikiotis and Commission regarding Extension Motion.	0.10	17.50
01/13/2023	AJS	Review Court Order; Prepare email correspondence to Mayor Vatikiotis and Commission regarding mandate; Review correspondence from Jaine Schill regarding Notice of Filing Mandate; Prepare email correspondence to City Manager LeCouris regarding filing.	0.40	70.00
01/17/2023	AJS	Review and analysis of Petition for Second District Court of Appeal Certiorari; Prepare email correspondence to Mayor Vatikiotis and Commission; Review correspondence from Second District Court of Appeals.	1.30	227.50

City of Tarpon Springs/Concerned Citizens

			Hours	
01/18/2023	AJS	Review and analysis of Petition with attachments including voluminous transcript.	1.50	262.50
	AJS	Prepare Notice of Appearance for new Petition.	0.40	70.00
01/23/2023	AJS	Review and analysis of Amended Petition; Prepare email correspondence to City Commission regarding Amended Petition; Review of voluminous attachments; Prepare email correspondence to Mayor Vatikiotis and Commission.	2.40	420.00
01/24/2023	AJS	Review Motion to Amend; Prepare email correspondence to Mayor Vatikiotis and Board of Commissioners regarding Motion to Amend.	0.20	35.00
01/25/2023	AJS	Review correspondence from Scott McLaren; Prepare email correspondence to City Manager and Mayor Vatikiotis; Conference with City Manager LeCouris; Review correspondence from Cyndi Tarapani.	0.50	87.50
01/27/2023	AJS	Review correspondence from Mayor Vatikiotis.	0.10	17.50
01/30/2023	AJS	Prepare and attend meeting with Mayor Vatikiotis and City Manager regarding status of Patricia McNeese.	2.00	350.00
		For Current Services Rendered	11.50	2,012.50
		Total Current Work		2,012.50
		Balance Due		<u>\$2,012.50</u>

Received

FEB - 7 2023

City Manager
Tarpon Springs

UNICE SALZMAN JENSEN, P.A.
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City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Attn: Mark LeCouris

Page: 1
February 03, 2023
Account No: 1924-0006M
Invoice No: 74753

City of Tarpon Springs/Vares, Rebecca

Description

			Hours	
01/05/2023	AJS	Review Second District Court of Appeals Order.	0.10	17.50
	AJS	Prepare email correspondence to Mayor and Commissioners regarding Order.	0.10	17.50
01/27/2023	AJS	Review Defendant's Request for Correction of Mandate.	0.10	17.50
		For Current Services Rendered	0.30	52.50
		Total Current Work		52.50
		Balance Due		<u>\$52.50</u>

Received

FEB - 7 2023

City Manager
Tarpon Springs

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City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Attn: Mark LeCouris

Page: 1
February 03, 2023
Account No: 1924-0007M
Invoice No: 74754

City of Tarpon Springs/Fularz, David

Description

			Hours	
01/26/2023	AJS	Review Court Order; Prepare email correspondence to Mayor Vatikiotis and Board of Commissioners.	0.20	35.00
		For Current Services Rendered	0.20	35.00
		Total Current Work		35.00
		Balance Due		<u>\$35.00</u>

Received

FEB - 7 2023

**City Manager
Tarpon Springs**



**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: February 14, 2023

Re: Special Event – Greek Independence Day Parade Committee
Greek Independence Day Parade
March 19, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the Greek Independence Day Parade Committee's special event application for the "Greek Independence Day Parade", and the temporary closure of Lemon St. (Safford Ave. to Pinellas Ave.), Pinellas Ave. (Lemon St. to Dodecanese Blvd.), and Dodecanese Blvd. (Pinellas Ave. to Hope St.) on Sunday, March 19, 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 past years' events.

The hours of the parade will be from approximately 1:00 p.m. to 3:00 p.m. Set up will begin at noon with the roads re-opening as the parade passes through town. The road closure will be coordinated through the TSPD.

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

- Providing a Certificate of Insurance naming the City as an "additional insured".

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

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

Event Information:

Date of Application: 11/29/22
Name of Event: Greek Independence Day Parade
Date(s) of Event: 3/19/23
Alternate Date(s): N/A
Hours of Event: 1:00 p.m. to 3:00 p.m.
Set up/break down time needed: Line up 12:30 p.m.
Type/Purpose of Event: Parade

Location of Event (include map for parade/procession routes with assembly and disband points): Lemon St. (Safford to Pinellas Ave.), Pinellas Ave. (Lemon St. to Dodecanese Blvd., Dodecanese Blvd. (Pinellas Ave. to Hope St.)

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

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: Greek Independence Day Parade Committee
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: PO Box 18, Tarpon Springs, FL 34689
Individual to Contact: Costas Sisois (Telephone #) 858-2630(email) costassisois@yahoo.com
Alternative Contact: _____ (Telephone #) _____ (email)

General Information:

Number of Vendors: _____ (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____
Approximate Number of Attendees: _____ Entrance Fee:\$ _____
Location for Attendee Parking: _____
Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: _____
Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Revised 01/16

Page 1 of 2

Will Music be Provided: Yes ☐ No ☐ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

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

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☐ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants? _____ Animals No Floats Yes Bands Yes 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: Near Sponge Diver Statue

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☒ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: _____

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

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

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

Caster SISOLIS
Signature of Applicant

11-30-2022
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: February 14, 2023

Subject: Special Event – City of Tarpon Springs Recreation Department
Easter Egg-Stravaganza
April 1, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "Easter Egg-Stravaganza" on April 1, 2023, at the Sports Complex.

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 event begins at 10:00 a.m. and ends at 1:00 p.m. There will be an egg hunt, slides, active outdoor games, DJ music and food & 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: Tarpon Springs Easter Egg-stravaganza
Date(s) of Event: Saturday, April 1st, 2023
Alternate Date(s): _____
Hours of Event: 10 am-1 pm
Set up/break down time needed: 8 am-3 pm
Type/Purpose of Event: Community Easter Event

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Springs Sports Complex

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

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: 20(includes city departments)(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 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: 9:30 am-1 pm Band: ☐ DJ: ☒ Other: _____

Type & Location of Toilet Facilities: Bathrooms on site

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

How will Structure be Secured: Tent Weights

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

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☒ No ☐ Name of Company Providing Rides: Air fun games

Types of Rides: yard games and slides 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: football field, concession stand, storage units

Public Restrooms: ☒ Hours of Opening/Closing: normal operating times

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☒ 6 please

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: N/A

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: N/A

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

12/13/2022
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: February 14, 2023

Re: Special Event – Garden Club of Tarpon Springs
Annual Plant Sale
March 25, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the Garden Club's special event application for the "Annual Plant Sale" on Saturday, March 25, 2023, and the temporary closure of Mother Meres Parking Lot.

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

Background:

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

The hours of the event will be from 9:00 a.m. to 1:00 p.m., with setup beginning at 7:00 a.m. and cleanup ending by 3:00 p.m. Proceeds will be used to support the Garden Club.

All set-up and clean-up will be the event sponsor's, (Garden Club) 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: 1/23/23
Name of Event: Plant Sale for Garden Club of Tarpon Springs
Date(s) of Event: 3-25-23
Alternate Date(s): _____
Hours of Event: 9a-1p
Set up/break down time needed: 1a-3p
Type/Purpose of Event: annual plant sale to support club events

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

Mother Meres Parking Lot

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

Other: _____

Disposition of Proceeds: absorbed into club funds for future events

Applicant Information:

Name of Organization: The Garden Club of Tarpon Springs, Inc
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 40 Oak 1962 Tarpon Springs FL 34688-1962
Individual to Contact: Roxie Grenbet (Telephone #) 850 893-1950 (email) _____
Alternative Contact: Linda Eisner (Telephone #) 516-524-1358 (email) _____

Roxie's garden 312 746 7636@gmail.com
Linda Eisner 1515 746 7636@gmail.com

General Information:

Number of Vendors: 15 (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____
Approximate Number of Attendees: 75 Entrance Fee: \$ 0
Location for Attendee Parking: _____
Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____
Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: NA

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: open tents

How will Structure be Secured: weights

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

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

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

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☐

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: 4

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☒

Directional Parking Signs: ☐ Locations: _____

Other: _____

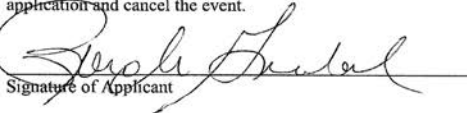
Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☒

If not, when will it be sent: _____

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

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

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


Signature of Applicant

Date



Tom Funcheon
Public Works Director

Public Works Department Office of the Director

To: Mayor and Board of Commissioners

From: Thomas Funcheon, Public Works Director

Date: February 14, 2023

Re: Special Event – Chamber of Commerce
48th Annual Tarpon Springs Fine Arts Festival
March 11 & 12, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Chamber of Commerce's special event application for the "48th Annual Tarpon Springs Fine Arts Festival" on March 11 & 12, 2023 (set-up to begin on March 8 & clean-up to end on March 13) at Craig Park.

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

Background:

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

The hours of the festival are from 9:00 a.m. to 6:00 p.m. on Saturday and 10:00 a.m. to 5:00 p.m. on Sunday. Food and alcoholic beverages (beer/wine) will be sold, and there will be a \$5.00 entrance fee with all proceeds going to the Chamber of Commerce.

The Chamber has requested that they be allowed to enforce no pets being allowed in the section of the park where the event is to be held, that the boat ramp, tennis courts and playground be closed for the duration of the event including set-up time.

The event sponsor is responsible for all set up and clean up of the area.

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

- Providing a Certificate of Insurance naming the City as an "additional insured".
- Payment of Special Event Application Fee and Deposit.
- Returning the park to the same condition it was in prior to the event.

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: January 24, 2023

Name of Event: 48th Annual Tarpon Springs Fine Arts Festival on the Bayou

Date(s) of Event: March 11-12, 2023

Alternate Date(s): N/A

Hours of Event: Saturday, March 11: 9:00am-6:00am; Sunday, March 12: 10:00am-5:00pm

Set up/break down time needed: Wed., March 8: 9:00am – Monday, March 13: 12:00 noon

Type/Purpose of Event: Fundraiser for the T.S. Chamber of Commerce which will include artists and food vendors.

Location of Event (include map for parade/procession routes with assembly and disband points): Craig Park Also need to have boat ramp, tennis courts, and playground closed beginning Wed. (3/8) – Mon. (3/13 noon). Also: No pets allowed on grounds.

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

Other: Nt. Nicholas Comm. Center parking lot, 348 N. Pinellas 3/11 - 12 (Pending approval of St. Nicholas Cathedral)

Disposition of Proceeds: T.S. Chamber of Commerce

Applicant Information:

Name of Organization: Tarpon Springs Chamber of Commerce

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: 1 N. Pinellas Ave., Tarpon Springs, FL 34689

Individual to Contact: Jean Hungiville (Telephone #) (757)709-0955 (email) president@tarponspringschamber.org

Alternative Contact: Rick Butcher (Telephone #) (727)534-0031 (email) rickcbutcher@yahoo.com

General Information:

Number of Vendors: 160 artists and 15-20 food vendors (Sponsor is required to keep a list of vendors, and must be able to produce upon request.) Will need to use Craig Park Rec Center bldg., Wed. (3/8) – Mon. (3/13).

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

Approximate Number of Attendees: 15,000 Entrance Fee: \$ \$5.00

Location for Attendee Parking: Public parking lots, street parking, private parking lots, shuttles from parking lot at Tarpon Tower.

Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: T.S.P.D.(day) & Signal 88 of NPR (overnite)

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: Hours of event Band: X DJ: ☐ Other: _____

Type & Location of Toilet Facilities: Park's restrooms plus 18 additional port-a-lets and 3 washing stations. Also need City portable restrooms hooked up behind Rec. Center bldg. with keys.

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: Tents, Fence, Booths

How will Structure be Secured: Free standing and Fence company

Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☒ Rolloff: ☐ Other: Also need 40 trash cans

If parade # of: Participants _____ 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: Beer & Wine

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: 50

Cones: ☒ How many: 70

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: where available

Public Restrooms: ☐ Hours of Opening/Closing: Not using but need City portable restrooms hooked up behind Rec. Center with keys

Street Banners: ☒ Locations: City approved locations

Additional City Trash Cans: ☒

Directional Parking Signs: ☒ Locations: In areas designated by City

Other: _____

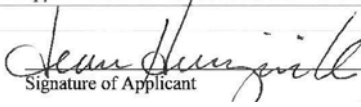
Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☒

If not, when will it be sent: Will be delivered 01/26

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: When received from insurance co.

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

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


Signature of Applicant

01/24/2023
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: February 14, 2023

Subject: Special Event – City of Tarpon Springs Recreation Department
Sunset Beach Movie Night
May 20, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for "Sunset Beach Movie Night" on May 20, 2023 at Sunset Beach.

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 event will begin at 6:00 p.m. with the movie Jaws starting at approximately 7:15 p.m. and ending by 10:00 p.m. Food and beverages (food truck) 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: 2/3/2023

Name of Event: Sunset Beach Movie Night

Date(s) of Event: May 20, 2023

Alternate Date(s): None

Hours of Event: 6-10 pm

Set up/break down time needed: 4-11 pm

Type/Purpose of Event: Movie 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 staff blocks the front section of the beach at 10 pm the day before the concert for vendors.

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 driver's education lot (shuttle location)

Will Private Security be provided: Yes ☒ No ☐ Name of Private Company: Tarpon Police Dept- 1 officer from 6-10 pm

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

Will Music be provided: Yes ☒ No ☐ Hours of Play: 6-10 pm Band: ☐ DJ: ☒ Other: Movie Truck

Type & Location of Toilet Facilities: Sunset Beach Bathrooms- Please leave unlocked until 10:30pm**

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

How will Structure be Secured: Tent Weights

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

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

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site ☒ Catered: ☐ Sold ☒ Given Away: ☐
Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: 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: _____
Public Restrooms: ☒ Hours of Opening/Closing: Please leave open until 10:30 pm
Street Banners: ☐ Locations: _____
Additional City Trash Cans: ☒ 4 please
Directional Parking Signs: ☐ Locations: _____
Other: City Shuttle Bus with Driver

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

2/3/2023
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: February 14, 2023

Re: Special Event – St. Nicholas Greek Orthodox Cathedral
Orthodox Procession
March 5, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "Orthodox Procession" on Sunday, March 5, 2023 and the temporary closure of the following streets: Pinellas Ave., Orange St., Hibiscus St. and Tarpon Ave.

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

Background:

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

The event will begin at 5:45 p.m. and end at approximately 6:00 p.m. The Tarpon Springs Police Department will coordinate all traffic and crowd control needs along the procession route, and will obtain any needed permits for the closure of State roads.

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

- Providing a Certificate of Insurance naming the City as an "additional insured".
- Payment of Special Event Application Fee and Deposit.

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: 2/7/22
Name of Event: Orthodox Procession
Date(s) of Event: 3/5/23
Alternate Date(s): N/A
Hours of Event: 5:45 p.m. - 6:00 p.m.
Set up/break down time needed: _____
Type/Purpose of Event: Religious Procession

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

Orange St. Hibiscus St., Tarpon Ave & Pinellas Ave.

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

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: St. Nicholas Greek Orthodox Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 17 E Tarpon Ave. Tarpon Springs, FL 34689
Individual to Contact: Costas Stasidis (Telephone #) 937-3546 (email) _____
Alternative Contact: _____ (Telephone #) 858-2630 (email) _____

General Information:

Number of Vendors: N/A (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____
Approximate Number of Attendees: 160 Entrance Fee: \$ N/A
Location for Attendee Parking: _____
Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: TSPD
Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Revised 01/16

Page 1 of 2

Will Music be Provided: Yes ☐ No ☐ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

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

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☐ Dumpster: ☐ 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: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: _____

Cones: ☒ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: _____

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

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

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

Cestor 515015
Signature of Applicant

2/7/23
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: February 14, 2023

Re: Special Event – St. Nicholas Greek Orthodox Cathedral
Good Friday Procession
April 14, 2023

Recommendation:

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "Good Friday Procession" on April 14, 2023, and the temporary closure of the following streets: Orange St., Hibiscus St., Safford Ave., Ring Ave., Tarpon Ave. and Pinellas Ave.

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

Background:

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

The Good Friday Procession will begin at approximately 8:30 p.m. and will end by 9:30 p.m. The Tarpon Springs Police Department will coordinate all traffic and crowd control needs along the procession route, and will obtain any needed permits for the closure of State roads.

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

- Providing a Certificate of Insurance naming the City as an "additional insured".
- Payment of Special Event Application Fee and Deposit.

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: 2/7/23
Name of Event: Good Friday Procession
Date(s) of Event: 4/14/23
Alternate Date(s): N/A
Hours of Event: 8:30 p.m. to 9:30 p.m.
Set up/break down time needed: _____
Type/Purpose of Event: Epitaph Procession

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

Orange St., Safford Ave., Ring Ave., Tarpon Ave. & Pinellas Ave.

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

Disposition of Proceeds: _____

Applicant Information:

Name of Organization: St. Nicholas Greek Orthodox Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 17 E. Tarpon Ave. Tarpon Springs, FL 34689
Individual to Contact: Zostas Sisois (Telephone #) 858-2630 (email) _____
Alternative Contact: _____ (Telephone #) _____ (email) _____

General Information:

Number of Vendors: N/A (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____
Approximate Number of Attendees: 100 Entrance Fee: \$ _____
Location for Attendee Parking: _____
Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: TSPD
Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Revised 01/16

Page 1 of 2

Will Music be Provided: Yes ☐ No ☐ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

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

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☐ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☐ Name of Company Providing Rides: _____

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☐

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: _____

Cones: ☒ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: _____

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

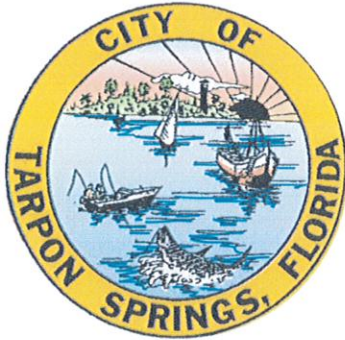
I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

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

Costas Sisois
Signature of Applicant

2/7/23
Date

Revised 01-16



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 *AL*
FROM: Anela Saday, CPPB, Senior Procurement Analyst *AS*
DATE: 02/14/2023
SUBJECT: Award File No. 230097-C-AS, Fencing, Gate Operators, and Handrails, Utilizing Pinellas County Contract No. 21-0031-B(BW), a Tampa Bay Area Purchasing Cooperative Contract

RECOMMENDATION:

Award File No. 230097-C-AS, Fencing, Gate Operators, and Handrails, utilizing Pinellas County Contract No. 21-0031-B(BW), a Tampa Bay Area Purchasing Cooperative Contract, to Smith Industries, Inc., d/b/a Smith Fence Company (Smith Fence), through June 21, 2026, for various fencing and gate operator repairs, in an estimated annual amount not to exceed \$150,000, for Citywide use. This amount includes a contingency for unforeseen repairs, as needed. Purchase Orders will only be issued against approved budgets.

BACKGROUND:

On June 22, 2021, Pinellas County approved Contract No. 21-0031-B(BW), Fencing, Gate Operator, and Handrails – a Tampa Bay Area Purchasing Cooperative Contract with Smith Fence for a five (5) year period. The City of Tarpon Springs is a member of the Tampa Bay Area Purchasing Cooperative and was listed on the bid solicitation as a participant. Staff from Public Works and Public Services Departments identified various fencing and gate operator repair projects and estimates (see Exhibit A). The purpose of this contract is to provide as needed products for fencing, gate operators, and handrails for Citywide use (see attached memo).

FUNDING: Funding will be identified as orders are placed.

Accepted: _____
City Manager

Attest: _____
City Clerk

EXHIBIT A

Scheduled Fencing & Gate Operator Repairs and Maintenance Estimates

Public Services Department:

- Planned gate repairs at Wastewater Treatment Facility = \$4,000
- Security gate & fencing repairs at RO Water Treatment Plant = \$5,000
- Fencing repairs at multiple lift stations for Utilities Maintenance = \$5,000
- Fencing repairs discovered during recent safety audit for Recreation = \$12,000
- Fencing & gate operator repairs for Cemetery = \$26,000

Public Works Department:


- Fencing repairs for Streets and Stormwater = \$10,000
- Playground fencing repairs at the Sports Complex for Parks = \$7,000
- Fencing repairs at Rotary Field for Parks = \$2,000
- Fencing repairs at Riverside Tennis Courts for Parks = \$65,000


*Estimates only



Public Works Department Office of the Director

To: Janina Lewis, Procurement Services Director

Thru: Tom Funcheon, Public Works Director, Public Works Dept. 

From: Tracy Wallace, Parks Supervisor, Parks & Parkways Division 

Date: February 14, 2023

Subject: Authorize the use of the Tampa Bay Area Purchasing Cooperative Contract No. 21-0031-B-(BW) for Fencing, Gate Operators and Handrails, with Smith Industries, Inc. for various fencing and gate operator repairs

RECOMMENDATION:

Authorize the use of the Tampa Bay Area Purchasing Cooperative Contract No. 21-0031-B-(BW) for Fencing, Gate Operators and Handrails, for Smith Industries, Inc. d/b/a Smith Fence Company (Smith Fence), for as needed fencing and gate operator repairs, in an estimated annual amount not to exceed \$150,000, for Citywide use.

BACKGROUND:

Public Works identified an estimated \$84,000 in fencing repairs needed for Riverside Tennis Courts, Rotary Field, Sports Complex, and Streets & Stormwater Division. The Public Services Department also identified an estimated \$52,000 in fencing repairs for the Wastewater Treatment Facility, RO Water Treatment Plant, multiple lift stations, Recreation Center, and Cemetery. The purpose of this contract is to furnish and install or repair as needed fencing, gate operator, handrails, and installations at various City owned facilities. The requested amount includes a contingency for unforeseen costs. Repairing the City's damaged fencing and gate operators is integral in maintaining security, public safety, and visual aesthetics of City owned facilities.

Funding will be identified as orders are placed.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 22 day of June, 2021 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Smith Industries Inc DBA Smith Fence Company, ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Contract No. 21-0031-B-BW ("ITB") for Fencing, Gate Operators and Handrails – A Tampa Bay Cooperative Contract services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Program Coordinator.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturor of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force for sixty (60) months or until termination of the Agreement, whichever occurs first.

B. Term Extension. The Parties may extend the term of this Agreement for one (1) additional twenty-four(24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

The County agrees to pay the Contractor the not-to-exceed sum of \$2,252,315.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

The following municipalities are cooperative participants of this Tampa Bay Area Purchasing Cooperative (Cooperative) contract: City of Clearwater, City of Dunedin, City of Pinellas Park, City of St. Petersburg, City of Tarpon Springs, Hillsborough County Aviation Authority, Pinellas County School Board.

The Cooperative participants are responsible for the issuance of their own awards and funding in the not-to-exceed sum of \$2,656,040.50 for the sixty (60) month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the sixty-month term is \$4,908,355.50.

B. Travel Expenses.

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

C. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to

☒ the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.I. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Departments' Project Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Smith Industries Inc DBA Smith Fence Company. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment.**

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:
David Deranzio
Public Works Program Coordinator
22211 US Hwy 19 N, BLDG 1
Clearwater FL 33765
dderanzio@pinellascounty.org

For Contractor:

Attn:
Tommy Smith
Vice President
4699 110th Avenue North
Clearwater FL 33762

with a copy to:

Merry Celeste
Division Director of Purchasing & Risk Management
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
mceleste@pinellascounty.org

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

Dave Eggers

By

Dave Eggers, Chair, Board of County Commissioners

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:

Ken Burke
Deputy Clerk



Smith Industries Inc. dba Smith
Fence Company

Name of Firm

By:

[Signature]

Signature

Tony Smith

Print Name

President

Title

Approved as to Form

By:

[Signature]
Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

SPECIFICATIONS

- A. **OBJECTIVE** - To award a contract to provide security and safety materials and services for County owned and maintained properties; requirements include Cooperative participants.
- B. **REQUIREMENTS**
1. **Standard Services Agreement** - The awarded contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be executed.
 2. **Job Quotes** - Prior to beginning work, the awarded contractor will provide the requesting department with a quote that includes labor and materials to be used, as well as start date and completion time frame. Quote must be approved by the department and a purchase order issued prior to initiation of work. All quotes shall be provided within five (5) days from the date of request at no charge.
 3. **Two (2) Man Crew with Tools** - All-inclusive rate billed at hourly unit price for:
 - a. Group 9 - Installation, removal, repair, and replacement of fencing
 - b. Group 11 - Additional Clearing per Hour - Bush Hog - Provide all labor and equipment (commercial grade) to excavate debris and vegetation within the work limits as directed by the County. Removal of vegetation does not include roots and rhizomes. This work includes removal of all trees that are less than 4" and located within the work area.
 4. **Repairs** -
 - a. Repairs must be completed within two (2) weeks of receipt of standard purchase order or as otherwise scheduled by the County.
 - b. Contractor shall respond to the department's request by visiting the site within forty-eight (48) hours of notification. Job quote to be provided as per Section E., Requirements - 2. Job Quotes.
 - c. Emergency requests for temporary fencing for security purposes shall be responded to within twenty-four (24) hours with work completed in forty-eight (48) hours.
 5. **Warranty** - Standard manufacturer's warranty shall be in effect for all materials incorporated into the work of this contract. Services/Work will be guaranteed for eighteen (18) months, after the date of completion of work order.
- C. **SCOPE** - The awarded contractor shall provide all materials, tools, labor, supervision, quality control, vehicles, equipment, disposal fees, management and transportation necessary to perform this contract. All costs shall be factored into the individual line item unit price, measurable per the unit defined in the bid summary pages.
1. **Installation**: Installation of fence shall be in accordance with ASTM F 567, and with the following:
 - a. Post spacing shall be spaced a maximum of 10'0"o.c. Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans to even footage.
 - b. Post foundations (footings) shall be:
 - 1) A minimum of 24" deep plus 3 inches for each increase in fabric height above 4 feet.
 - 2) The diameter of the post foundation shall be four (4) times the post diameter.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- 3) If set into solid rock or concrete, the depth of the post hole shall be three (3) times the diameter of the post and the hole diameter shall be ½ inch greater than the diameter of the post.
 - 4) Gate post foundations shall be in accordance with ASTM F 567, Table 2.
2. **Bracing** - Horizontal brace rails shall be provided on each terminal, corner and gate post and shall extend from these posts to the first adjacent line post. Diagonal brace (truss) rods shall extend back to the terminal, corner, or gate post and shall be furnished with a tightener or turnbuckle.
- a. No brace is required for fabric heights 6 feet or less where a top rail is used.
 - b. On all fabric heights greater than 6 feet, a brace rail is required, even if a top rail is used:
 - 1) When a top rail is used, attach the brace at the halfway point above grade.
 - 2) When a top rail is not used, attach the brace at the two-thirds point above grade.
 - 3) Pull posts shall be used as breaks in vertical grades of 15° and at approximately 330-foot centers except that this maximum may be reduced on curves where the degree of curvature is greater than 3°. Pull posts shall be braced in both directions.
- D. **MATERIALS:** All materials shall be as described and conform to the specifications referenced below:

1. Referenced Specifications –

American Society for Testing and Measurements (ASTM):

A 121 – Metallic Coated Steel Barbed Wire
A 392 – Zinc – Coated Steel Chain Link Fence Fabric
A 491 – Aluminum-Coated Steel Chain Link Fence Fabric
A 824 – Metallic Coated Steel Mar celled Tension Wire for use with Chain Link Fence.
F 567 – Installation of Chain Link Fence
F 626 – Fence Fittings
F 668 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Chain Link Fence Fabric
F 900 – Industrial and Commercial Swing Gates
F 934 – Standard Colors for Polymer – Coated Chain Link Fence Materials
F 1043 – Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
F 1083 – Pipe, Steel, Hot-Dipped Zinc-coated (Galvanized) Welded, for Fence Structures
F 1664 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Tension Wire used with Chain Link Fence
F 1665 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Barbed Wire used with Chain Link Fence
F 1910 – Long Barbed Tape Obstacles

2. Chain Link Fence Fabric -

- a. Galvanized chain link fence fabric shall be zinc-coated steel conforming to the requirements of American Society for Testing and Materials (ASTM) A 392.
 - 1) The coated wire diameter shall be 9-gage (0.148" ± 0.005").
 - 2) The mesh size of the woven fabric shall be 2" ± 1/8".
 - 3) The fabric height shall be from 4 feet to 12 feet, in one-foot increments, as indicated.
 - 4) The zinc coating weight shall be Class 1, not less than 1.2 oz. /ft. of uncoated wire surface.
 - 5) Fabric shall be supplied in rolls of not less than 50 ft. allowable variance –6".
- b. Polyvinyl Chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
 - 1) The core wire diameter shall be 9-gage (0.148" ± 0.005").

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- 2) The PVC coating shall be Class 2a, extruded and adhered.
- 3) The fabric height shall be from 4 feet to 12 ft., in one-foot (ft.) increments, as indicated.
 - i. The PVC color shall be as indicated and conform to ASTM F 934.
 - ii. Fabric shall be supplied in rolls of not less than 25 ft. allowable variance –3".
- c. Fabric heights greater than 12 ft. shall be woven from pre-coated strand with the following finishes:
 - 1) PVC coated steel in accordance with ASTM F 668.
 - 2) Aluminum coated steel in accordance with ASTM F 491.
3. Framework -
 - a. Framework shall be round tubular pipe in either of the following types:
 - 1) Type I-schedule 40 pipe conforming to the requirements of ASTM specifications F1083 and F1043 Group I-A, Type A, coating internal and external, minimum average zinc coating weight 1.8 oz./ft of surface.
 - 2) Type II- high strength pipe conforming to the requirements of ASTM specification F1043, Group I-C, heavy Industrial, Type B or D internal coating. Type B external coating.
 - 3) Framework for PVC coated chain link systems shall be either Type I, with supplemental PVC coating in accordance with ASTM 1043, or Type II, with supplemental polyester powder coating in accordance with ASTM F1043. Color shall be in accordance with ASTM F934.
 - 4) Allowable variance for outside diameter (o.d.) wall thickness, and weight per foot shall be as required by ASTM specifications F1043 and F1083.
 - b. Framework shall be of the following dimensions for the corresponding fence height and use:

TABLE 1 - FRAMEWORK REQUIREMENTS

Fence Height Ft.	Description	NPS sizes	o.d. inches	Minimum Length of Post	Type I		Type II	
					Wall Inches	Weight lb./ft.	Wall in inches	Weight lb./ft.
4	End, corner, or pull post Line post Rail (if required)	2	2.375	6'6"	0.154	3.85	0.130	3.12
		1-1/2	1.900	6'	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
5	End, corner or pull post Line Post	2	2.375	7'9"	0.154	3.65	0.130	3.12
		1-1/2	1.900	7'3"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
6	End, corner, or pull post Line post Rail (if required)	2	2.375	9'	0.154	3.65	0.130	3.12
		1-1/2	1.900	8'6"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
7	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	10'3"	0.203	5.79	0.160	4.64
		2	2.375	9'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
8	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	11'6"	0.203	5.79	0.160	4.64
		2	2.375	11'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

9	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	12'9"	0.203	5.79	0.160	4.64
		2	2.375	12'3"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
10	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	14'	0.203	5.79	0.160	4.64
		2	2.375	13'6"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
11	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	15'3"	0.203	5.79	0.160	4.64
		2	2.375	14'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
12	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	16'6"	0.203	5.79	0.160	4.64
		2	2.375	16'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84

4. Gates -

a. Swing-gate frames shall be fabricated in accordance with ASTM specification F900 using either Type I or Type II round tubular pipe. For fabric heights 6 foot (ft.) or less-fabricate frames using NPS 1-1/4"

(1.660" o.d.) Pipe.

1) For fabric height over 6 ft.-fabricate frames using NPS 1-1/2" (1.900" o.d.) pipe.

2) Interior bracing, if required, shall be NPS 1-1/4 (1.660" o.d.) pipe.

(a) Horizontal bracing is required for frames 5 ft. or higher.

(b) Vertical bracing required for frames 12' and wider. Vertical braces shall have a maximum spacing of 8 ft.

b. Fabric cover – the fabric used to cover the fence frame shall be the same type and quality as that used on the adjacent fence.

c. Gates with barbed wire shall have vertical frames to accept three strands of barbed wire.

d. Gates posts shall be either Type I or Type II round tubular pipe in the following sizes for single swing gates or one leaf of double gates.

1) Length of gate posts shall be as for end, corner or pull posts, in Table 1, for the height of fence fabric.

TABLE 2: GATE POST SIZES

Gate Fabric Height, ft.	Gate Leaf Width, ft.	Type 1 or Type II	
		NPS Size	o.d. inches
6 ft. or less	Up to and including 4 ft.	2	2.375
	Over 4 ft. to 10 ft.	2 1/2	2.875
	Over 10 ft. to 18 ft.	4	4.00
Over 6 ft.	Up to and including 6 ft.	2 1/2	2.875
	Over 6 ft. to 12 ft.	4	4.000
Over 6 ft. (Type I pipe only)	Over 12 ft. to 18 ft.	6	6.875
	Over 18 ft. to 24 ft.	8	8.875

5. **Braces** – corner, end (terminal) gate and pull posts for chain link fence shall be braced with a brace assembly consisting of:

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- a. NPS 1-1/4 (1.660" o.d.) pipe brace rail and
 - b. 3/8" truss rod with tightener, and
 - c. Other miscellaneous fittings to complete the installation.
6. **Tension Wire -**
- a. Metallic coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall be 7 gauge steel wire.
 - 2) Tension wire shall conform to ASTM A824, Type II, zinc coated, Class 2.
 - b. PVC coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall conform to ASTM F 1664.
 - 2) The PVC coating class shall be Class 2a or 2b.
 - 3) The metallic coated core wire shall be either 9 gage (Class 2a coated) or 7 gage (Class 2b coated).
7. **Barbed Wire -**
- a. Metallic coated barbed wire.
 - 1) Metallic coated barbed wire shall conform to ASTM A 121, Design Number 12-4-5-14R (12 ½ galvanized (gal) x 4 point barbs x 5 inch spacing, 14-gage round barbs).
 - 2) Coating shall be Type Z (zinc coated), Class 3.
 - b. PVC coated barbed wire
 - 1) PVC coated barbed wire shall conform to ASTM F 1665. Type I (Standard).
 - 2) The PVC coating class shall be Class 2a or Class 2b.
 - 3) The metallic coated core wire shall be 14 gage (0.080") and shall be zinc coated and shall have a zinc coating weight not less than 0.25 oz. /2ft.
8. **Barbed Tape -**
- a. Barbed tape shall be either 24" or 30 "single coil concertina.
 - b. Barbed tape shall have stainless steel barbs and core wire.
 - c. Barbed tape shall conform to the requirements of ASTM F 1910.
 - d. The diameter of the barbed tape obstacle in packaged condition shall be [18", 24", 24/30" (double coil), 30", 36" 40" or 60"]. +/-2".
 - e. The tape shall be fabricated from 0.025" [AISI 430 series stainless steel with a minimum Rockwell hardness of (30N) 37].
 - f. Each loop shall contain barb clusters spaced 4" on center, and each barb cluster shall have 4 needle-sharp barbs with an average barb length of 1.2" as measured from the center of the cluster.
 - g. Barbs [shall/shall not] be alternately offset from the tape centerline 0.15" to 0.45".
 - h. The tape shall be permanently cold clenched a minimum of 230 around a 0.098" diameter [AISI 304 spring quality austenitic stainless steel core wire] having a minimum tensile strength of [180,000] psi.
 - i. The finished reinforced barbed tape shall have two continuous cut-resistant strengthening flanges, which shall be cut away at each barb root to permit maximum barb penetration.
 - j. Each roll will consist of [0, 31, 33, 51, 81, or 101] loops with adjacent loops clipped at [0, 3, 5, 7, or 8] equally spaced locations around the circumference to provide the concertina effect.
 - k. These clips shall be fabricated from 0.065" x 0.375" stainless steel and shall be capable of withstanding a minimum pull load of 200 lbs.
 - l. Each roll of barbed tape shall cover [10, 15, 20, 25 or 50] linear feet when properly installed.
9. **Miscellaneous Fittings and Accessories -**
- a. Fabric ties – 9-gauge aluminum alloy wire conforming to ASTM F 626.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- b. Other miscellaneous fittings such as post caps, rail ends, brace and tension bands, barbed wire arms and other fittings as may be necessary to complete the installation, shall be of pressed steel or malleable iron and shall conform to the requirements of ASTM F 626.

10. Wheatland Razor Tape – Sizes and Specifications -

Product Name	Diameter Inches (mm)		Tape Material	Core Wire	Loops per Roll	Clips per Roll	Weight per Roll (lbs.) (kg)		Length per Roll/ Attachment spacing (ft.) (m)	
Commercial Barrier	18	450	430 SS	Galv	33	—	12.4	5.6	50 ft @ 18"	15m @ 450 mm
	24	600	430 SS	Galv	33	—	16.5	7.5	50 ft @ 18"	15m @ 450 mm
Barrier	24	600	430 SS	Galv	31	3	15.6	7.1	20 ft @ 16"	6.1 m @ 400mm
	30	750	430 SS	Galv	31	3	19.5	8.8	20 ft @ 16"	6.1 m @ 400 mm
	36	900	430 SS	Galv	31	3	23.4	10.6	20 ft @ 16"	6.1 m @ 400 mm
Super Barrier				304 SS						
	30	750	430 SS	304	51	5	32.0	14.5	25 ft @ 12"	7.6 m @ 300 mm
	36	900	430 SS	SS	51	5	38.4	17.4	25 ft @ 12"	7.6 m @ 300 mm
	40	1,000	430 SS	304	81	7	66.0	30.9	40 ft @ 12"	12 m @ 300 mm
	60	1,500	430 SS	SS	81	9	102. 0	46.3	40 ft @ 12"	12 m @ 300 mm
Double Barrier	24/30	600/750	430 SS	Galv	31/31	3/3	35.1	15.9	20 ft @ 16"	6.1 m @ 400 mm
Triple Barrier	18/24 /30	450/ 600/750	430SS	Galv	31/31/3 1	3/3/3	47.5	21.5	20 ft @ 16"	6.1 m @ 400 mm

11. Vinyl Fencing: (White)

- Fabric: 48" 6 GA., 2" Mesh KK Extruded PVC
- Top Rail: 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' inn length, joined with 1-5/8" vinyl coated sleeve.
- Line Post: 2" O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 6" diameter, 18" depth.
- Terminal Post: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot.
- Concrete footing: 6" diameter, 24" depth.
- Gates: SINGLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot. DOUBLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot. Gates braced and trussed as necessary. Same fabric as fence.
- Gate Post: SINGLE SWING GATE: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing: 6" diameter, 24" depth.
- DOUBLE SWING GATE: 2-1/2" O.D. spectra SS-40 Pipe, 3.12 lbs. per foot.
- Concrete footing: 6" diameter, 24" depth.
- Tension Wire: 6 GA. Vinyl Coated Coil Spring Tension Wire attached to bottom of fence fabric with 9 GA. Vinyl coated steel hog ring spaced 24" on center.
- Fittings: Vinyl coated regular brace band & carriage bolt, vinyl coated combo rail-end, vinyl coated steel loop cap, vinyl coated aluminum cap, 3/16" X 3/4" vinyl coated steel tension bar, vinyl coated regular tension band & carriage bolt.
- Tie Wire: 8-1/2" 9GA. Vinyl steel tie wire spaced 15" on center for line posts & 24" on center for rails.
- Post Footing: Sakcrete concrete.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

12. Handrail, Pedestrian and Bicycle:

The work and materials specified under this Section shall be constructed in accordance with the Florida Department of Transportation (FDOT) Design Standards Index 800 Series for Fencing and Pedestrian Railing as further described in the line items of Group 8.

Standards can be viewed at: <https://www.fdot.gov/design/standardplans/current/dgns.shtml>

Work items include:

- a. New - Rail, Steel or Aluminum, Various with Hardware – Includes all hardware, brackets, end caps, and incidentals necessary to install new designated rail. Measured per linear foot.
- b. Replacement – Rail, Steel or Aluminum, Various - includes the removal of and disposal of unsalvageable damaged rail and replacement with new designated rail and includes all necessary hardware. Measured per linear foot.
- c. Maintenance of Traffic (MOT) – The Contractor shall be responsible to maintain traffic within the limits of the project for the duration of work in accordance with the requirements of the FDOT Design Standards, Index 600. Maintenance of traffic shall be factored into contract unit pricing.

13. Gate Operators:

- a. Gate Operator Equipment - Operator's manufacturers may be, but are not limited to: Viking, Hy-Security, Stanley, B&B, Chamberlain and Automation Corporation.
- b. Control Systems & Accessories - may be, but are not limited to: Door-King, IEI-Door-Gard, and EDKO in Ground Loop Detectors, AAID Long Range WEGAN Vehicle ID Readers, EDKO Photocells, DITK Surge Suppressors, Ground Rods and Safety Edge with Receiver & Transmitter.
- c. Gate Operator Repairs – The contractor shall be required to respond (on site) within twenty-four (24) hours of notification to perform normal repairs or adjustments.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
 - b) Bidder shall email certificate that is compliant with the insurance requirements to **Bryant Jasper-Williams at brwilliams@pinellascounty.org**. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
 - c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Bidder or their agent prior to the expiration date.
- (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. **No explosion, collapse, or underground damage exclusions allowed.**

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above: **No explosion, collapse, or underground damage exclusions allowed.**

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (5) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Section F - Bid Submittal and Summary									
21-0031-B BW									
Fencing, Gate Operators and Handrails									
Please complete shaded area only.									
GROUP 1 - CHAIN LINK FENCE FABRIC, W/ 1.2 OZ ZINC COATING PER SQ. FT., ASTM STANDARD.									
ITEM	DESCRIPTION	EST COUNTY 60-MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	4' 0" with line posts & top rails	2,964	1,600	4,564	FT	\$11.90	\$35,271.60	\$19,040.00	\$54,311.60
2	6' 0" with line posts & top rails	10,381	13,500	23,881	FT	\$15.75	\$163,503.90	\$212,625.00	\$376,128.90
3	6' 0" with tension wire	288	500	788	FT	\$11.25	\$3,240.00	\$5,625.00	\$8,865.00
4	6' 0" with top rail & 3 strands of barb wire	1150	4,000	5,150	FT	\$16.20	\$18,623.52	\$64,800.00	\$83,423.52
5	7' 0" with line posts & top rails	6	0	6	FT	\$18.75	\$112.50	\$0.00	\$112.50
6	8' 0" with line posts & top rails	959	1,200	2,159	FT	\$20.75	\$19,855.10	\$24,900.00	\$44,755.10
7	10' 0" with line posts & top rails	64	500	564	FT	\$25.40	\$1,615.44	\$12,700.00	\$14,315.44
8	12' 0" with line posts & top rails	421	50	471	FT	\$31.95	\$13,457.34	\$1,597.50	\$15,054.84
TOTAL GROUP 1							\$255,719.40	\$341,287.50	\$597,006.90
GROUP 2 - END & CORNER POSTS, COMPLETE W/ BRACES PER SPECIFICATIONS									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH	EST CO-OP 60 MONTH	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	4' end posts	106	35	141	EA	61.00	\$6,441.60	\$2,135.00	\$8,576.60
2	4' pull posts	7	10	17	EA	45.00	\$324.00	\$450.00	\$774.00
3	4' corner posts	76	15	91	EA	79.00	\$5,972.40	\$1,185.00	\$7,157.40
4	6' end posts	227	520	747	EA	71.00	\$16,102.80	\$36,920.00	\$53,022.80
5	6' pull posts	46	210	256	EA	52.00	\$2,371.20	\$10,920.00	\$13,291.20
6	6' corner posts	76	315	391	EA	92.00	\$6,955.20	\$28,980.00	\$35,935.20
7	7' end posts	37	0	37	EA	167.00	\$6,212.40	\$0.00	\$6,212.40
8	7' pull posts	1	0	1	EA	104.00	\$104.00	\$0.00	\$104.00
9	7' corner posts	16	0	16	EA	245.00	\$3,822.00	\$0.00	\$3,822.00
10	8' end posts	91	35	126	EA	168.00	\$15,321.60	\$5,880.00	\$21,201.60
11	8' pull posts	7	0	7	EA	106.00	\$763.20	\$0.00	\$763.20
12	8' corner posts	46	4	50	EA	246.00	\$11,217.60	\$984.00	\$12,201.60
13	10' 0" end posts	1	0	1	EA	192.00	\$230.40	\$0.00	\$230.40
14	10' 0" corner posts	7	0	7	EA	270.00	\$1,944.00	\$0.00	\$1,944.00
15	12' 0" end posts	7	0	7	EA	222.00	\$1,558.40	\$0.00	\$1,558.40
16	12' 0" pull posts	16	2	18	EA	135.00	\$2,106.00	\$270.00	\$2,376.00
17	12' 0" corner posts	7	0	7	EA	296.00	\$2,131.20	\$0.00	\$2,131.20
18	Addition of Welded Plate to Post w/ Anchors, Includes hardware	197	0	197	EA	35.00	\$6,888.00	\$0.00	\$6,888.00
TOTAL GROUP 2							\$30,506.00	\$87,724.00	\$178,230.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

GROUP 3 - VINYL FENCING, GATES, POSTS, TOP RAILS, AND CORNER POSTS WITH HARDWARE (White)									
ITEM	DESCRIPTION	EST COUNTY	EST CO-OP 60	TOTAL 60	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL
		60 MONTH							
		QTY	MONTH QTY	MONTH QTY			COUNTY	CO-OP	COMBINED
									(CONTRACT)
									PRICE
1	4" Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	60	400	460	LF	\$1.25	\$75.00	\$500.00	\$575.00
2	6" Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	3,000	3,400	5400	LF	\$1.85	\$5,550.00	\$5,290.00	\$11,840.00
3	8" Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	600	1,000	1600	LF	\$2.45	\$1,470.00	\$2,450.00	\$3,920.00
4	4" Vinyl coated fence system w/line post & top rail	300	4,500	4800	LF	\$15.70	\$4,710.00	\$70,650.00	\$75,360.00
5	4" Vinyl coated fence system w/out top rail	1	0	1	LF	\$12.70	\$12.70	\$0.00	\$12.70
6	6" Vinyl coated fence system w/line post & top rail	4,200	2,600	5800	LF	\$20.75	\$87,150.00	\$53,950.00	\$141,100.00
7	8" Vinyl coated fence system w/line post & top rail	12	1,500	1512	LF	\$25.20	\$302.40	\$37,800.00	\$38,102.40
8	4" Vinyl coated end-pull-corner post	18	2	20	EA	\$88.00	\$1,584.00	\$176.00	\$1,760.00
9	6" Vinyl coated end-pull-corner post	90	555	545	EA	\$105.00	\$9,450.00	\$58,275.00	\$67,725.00
10	8" Vinyl coated end-pull-corner post	4	200	204	EA	\$290.00	\$1,044.00	\$58,000.00	\$59,044.00
11	6" White PVC tongue and groove fence (Specifications Attached)	180	450	530	LF	\$24.00	\$4,320.00	\$10,800.00	\$15,120.00
12	4' x 4' single vinyl coated gate	6	11	17	EA	\$223.00	\$1,338.00	\$2,453.00	\$3,791.00
13	4' x 6' single vinyl coated gate	3	11	14	EA	\$305.00	\$915.00	\$3,355.00	\$4,270.00
14	4' x 8' single vinyl coated gate	12	6	18	EA	\$365.00	\$4,380.00	\$2,190.00	\$6,570.00
15	6' x 4' single vinyl coated gate	10	30	40	EA	\$325.00	\$3,120.00	\$9,750.00	\$12,870.00
16	6' x 6' single vinyl coated gate	12	16	28	EA	\$472.00	\$5,664.00	\$7,552.00	\$13,216.00
17	6' x 8' single vinyl coated gate	1	6	7	EA	\$560.00	\$560.00	\$3,360.00	\$3,920.00
18	8' x 4' single vinyl coated gate	6	10	16	EA	\$411.00	\$2,466.00	\$4,110.00	\$6,576.00
19	8' x 6' single vinyl coated gate	6	10	16	EA	\$530.00	\$3,180.00	\$5,300.00	\$8,480.00
20	8' x 8' single vinyl coated gate	6	10	16	EA	\$715.00	\$4,290.00	\$7,150.00	\$11,440.00
21	4' x 6' white PVC gate w/gate post and hardware	4	0	4	EA	\$590.00	\$2,124.00	\$0.00	\$2,124.00
22	6' x 6' white PVC gate w/gate post and hardware	4	3	7	EA	\$600.00	\$2,400.00	\$1,800.00	\$4,200.00
23	6' x 8' white PVC gate w/gate post and hardware	4	3	7	EA	\$610.00	\$2,440.00	\$1,830.00	\$4,270.00
24	6' x 10' white PVC gate w/swing	1	0	1	EA	\$1,100.00	\$1,100.00	\$0.00	\$1,100.00
25	Deduction to exclude Top Rail	12	0	12	LF	\$3.00	\$36.00	\$0.00	\$36.00
TOTAL GROUP 3							\$149,561.10	\$347,741.00	\$497,422.10

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

GROUP 4 - ADDITIONAL FENCING MATERIALS									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	6" Privacy Fencing Material, PDS vinyl slat	78	1,500	1,578	LF	\$9.28	\$721.50	\$13,875.00	\$14,596.50
2	6" Privacy Fencing Materials, PDS vinyl slat	120	0	120	LF	\$13.00	\$1,560.00	\$0.00	\$1,560.00
3	6" Wood Stockade (Pressure Treated Pine)	24	0	24	LF	\$17.00	\$408.00	\$0.00	\$408.00
4	6" Wood Stockade (Pressure Treated Pine)	30	0	30	LF	\$34.00	\$1,020.00	\$0.00	\$1,020.00
5	4" Field Fence (FDOT Specifications Attached) Fence Type A	9,600	200	9,800	LF	\$5.75	\$55,200.00	\$1,150.00	\$56,350.00
6	Razor Wire, 30"	16	20	36	50' Roll	\$725.00	\$11,310.00	\$14,500.00	\$25,810.00
7	Barbed Wire, metallic	16	0	16	50' Roll	\$40.00	\$624.00	\$0.00	\$624.00
8	Barbed Wire, PVC coated	16	0	16	50' Roll	\$45.00	\$720.00	\$0.00	\$720.00
9	Roller Chain #40 Steel	30	0	30	LF	\$5.00	\$150.00	\$0.00	\$150.00
TOTAL GROUP 4							\$71,713.50	\$29,525.00	\$101,238.50
GROUP 5A - GATES, INCLUDING POSTS & HARDWARE FOR 4' 0" FENCE									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	6	1	7	EA	\$1,138.00	\$6,828.00	\$1,138.00	\$7,966.00
2	20' cantilever gate	6	0	6	EA	\$1,254.00	\$7,524.00	\$0.00	\$7,524.00
3	24' cantilever gate	6	0	6	EA	\$1,312.00	\$7,872.00	\$0.00	\$7,872.00
4	12' single swing gate	6	3	9	EA	\$425.00	\$2,550.00	\$1,275.00	\$3,825.00
5	10' single swing gate	6	4	10	EA	\$373.00	\$2,238.00	\$1,492.00	\$3,730.00
6	8' single swing gate	12	0	12	EA	\$301.00	\$3,612.00	\$0.00	\$3,612.00
7	6' single swing gate	12	22	34	EA	\$250.00	\$3,000.00	\$5,500.00	\$8,500.00
8	4' single swing gate	12	7	19	EA	\$185.00	\$2,220.00	\$1,295.00	\$3,515.00
TOTAL GROUP 5A							\$35,844.00	\$10,700.00	\$46,544.00

GROUP 5B - GATES, INCLUDING POSTS & HARDWARE FOR 5' 0" FENCE									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	9	5	14	EA	\$1,423.00	\$12,807.00	\$7,115.00	\$19,922.00
2	20' cantilever gate	9	0	9	EA	\$1,595.00	\$14,355.00	\$0.00	\$14,355.00
3	12' single swing gate	9	5	14	EA	\$612.00	\$5,508.00	\$3,060.00	\$8,568.00
4	10' single swing gate	9	10	19	EA	\$534.00	\$4,806.00	\$5,340.00	\$10,146.00
5	8' single swing gate	19	22	41	EA	\$426.00	\$8,094.00	\$9,372.00	\$17,466.00
6	6' single swing gate	56	40	96	EA	\$350.00	\$19,740.00	\$14,000.00	\$33,740.00
7	4' single swing gate	29	32	61	EA	\$252.00	\$7,308.00	\$8,064.00	\$15,372.00
8	20' slide gate	9	1	10	EA	\$985.00	\$8,865.00	\$985.00	\$9,850.00
TOTAL GROUP 5B							\$81,483.00	\$47,936.00	\$129,419.00

GATE 5C - GATES, INCLUDING POSTS & HARDWARE FOR 7' 0" FENCE									
ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	4	0	4	EA	\$1,485.00	\$5,940.00	\$0.00	\$5,940.00
2	24' cantilever gate	4	0	4	EA	\$1,865.00	\$7,460.00	\$0.00	\$7,460.00
3	12' single swing gate	4	0	4	EA	\$681.00	\$2,724.00	\$0.00	\$2,724.00
4	10' single swing gate	4	0	4	EA	\$594.00	\$2,376.00	\$0.00	\$2,376.00
5	8' single swing gate	4	0	4	EA	\$505.00	\$2,020.00	\$0.00	\$2,020.00
6	6' single swing gate	4	20	24	EA	\$383.00	\$1,532.00	\$7,660.00	\$9,192.00
7	4' single swing gate	4	20	24	EA	\$295.00	\$1,180.00	\$5,900.00	\$7,080.00
TOTAL GROUP 5C							\$23,232.00	\$13,560.00	\$36,792.00

GROUP 5D - GATES, INCLUDING POST & HARDWARE FOR 8' 0" FENCE									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	1	0	1	EA	\$1,595.00	\$1,595.00	\$0.00	\$1,595.00
2	24' cantilever gate	4	0	4	EA	\$2,029.00	\$8,116.00	\$0.00	\$8,116.00
3	12' single swing gate	1	0	1	EA	\$762.00	\$762.00	\$0.00	\$762.00
4	10' single swing gate	1	0	1	EA	\$664.00	\$664.00	\$0.00	\$664.00
5	8' single swing gate	4	6	10	EA	\$563.00	\$2,252.00	\$3,378.00	\$5,630.00
6	6' single swing gate	9	8	17	EA	\$426.00	\$3,834.00	\$3,408.00	\$7,242.00
7	4' single swing gate	12	11	23	EA	\$326.00	\$3,912.00	\$3,588.00	\$7,498.00
TOTAL GROUP 5D							\$21,135.00	\$10,372.00	\$31,507.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

GROUP 5B - GATES, INCLUDING POSTS & HARDWARE FOR 6' 0" FENCE									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	9	5	14	EA	\$1,423.00	\$12,807.00	\$7,115.00	\$19,922.00
2	20' cantilever gate	9	0	9	EA	\$1,595.00	\$14,355.00	\$0.00	\$14,355.00
3	12' single swing gate	9	5	14	EA	\$612.00	\$5,508.00	\$3,060.00	\$8,568.00
4	10' single swing gate	9	10	19	EA	\$534.00	\$4,806.00	\$5,340.00	\$10,146.00
5	8' single swing gate	19	22	41	EA	\$426.00	\$8,094.00	\$9,372.00	\$17,466.00
6	6' single swing gate	56	40	96	EA	\$350.00	\$19,740.00	\$14,000.00	\$33,740.00
7	4' single swing gate	29	32	61	EA	\$252.00	\$7,308.00	\$8,064.00	\$15,372.00
8	20' slide gate	9	1	10	EA	\$985.00	\$8,865.00	\$985.00	\$9,850.00
TOTAL GROUP 5B							\$81,483.00	\$47,936.00	\$129,419.00
GATE 5C - GATES, INCLUDING POSTS & HARDWARE FOR 7' 0" FENCE									
ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	4	0	4	EA	\$1,485.00	\$5,940.00	\$0.00	\$5,940.00
2	24' cantilever gate	4	0	4	EA	\$1,865.00	\$7,460.00	\$0.00	\$7,460.00
3	12' single swing gate	4	0	4	EA	\$681.00	\$2,724.00	\$0.00	\$2,724.00
4	10' single swing gate	4	0	4	EA	\$594.00	\$2,376.00	\$0.00	\$2,376.00
5	8' single swing gate	4	0	4	EA	\$505.00	\$2,020.00	\$0.00	\$2,020.00
6	6' single swing gate	4	20	24	EA	\$383.00	\$1,532.00	\$7,660.00	\$9,192.00
7	4' single swing gate	4	20	24	EA	\$295.00	\$1,180.00	\$5,900.00	\$7,080.00
TOTAL GROUP 5C							\$23,232.00	\$13,560.00	\$36,792.00
GROUP 5D - GATES, INCLUDING POST & HARDWARE FOR 8' 0" FENCE									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	1	0	1	EA	\$1,595.00	\$1,595.00	\$0.00	\$1,595.00
2	24' cantilever gate	4	0	4	EA	\$2,029.00	\$8,116.00	\$0.00	\$8,116.00
3	12' single swing gate	1	0	1	EA	\$762.00	\$762.00	\$0.00	\$762.00
4	10' single swing gate	1	0	1	EA	\$664.00	\$664.00	\$0.00	\$664.00
5	8' single swing gate	4	6	10	EA	\$563.00	\$2,252.00	\$3,378.00	\$5,630.00
6	6' single swing gate	9	8	17	EA	\$426.00	\$3,834.00	\$3,408.00	\$7,242.00
7	4' single swing gate	12	11	23	EA	\$326.00	\$3,912.00	\$3,586.00	\$7,498.00
TOTAL GROUP 5D							\$21,135.00	\$10,372.00	\$31,507.00
GROUP 5E - GATES, INCLUDING POST & HARDWARE FOR 10' 0" FENCE									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	TOTAL	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	1	0	1	EA	\$1,630.00	\$1,630.00	\$0.00	\$1,630.00
2	24' cantilever gate	4	0	4	EA	\$2,065.00	\$8,260.00	\$0.00	\$8,260.00
3	12' single swing gate	1	0	1	EA	\$880.00	\$880.00	\$0.00	\$880.00
4	10' single swing gate	1	0	1	EA	\$760.00	\$760.00	\$0.00	\$760.00
5	8' single swing gate	4	0	4	EA	\$640.00	\$2,560.00	\$0.00	\$2,560.00
6	6' single swing gate	9	0	9	EA	\$482.00	\$4,338.00	\$0.00	\$4,338.00
7	4' single swing gate	12	0	12	EA	\$365.00	\$4,380.00	\$0.00	\$4,380.00
TOTAL GROUP 5E							\$22,808.00	\$0.00	\$22,808.00
GROUP 5F - GATES, INCLUDING POST & HARDWARE FOR 12' 0" FENCE									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	4	0	4	EA	\$2,120.00	\$8,480.00	\$0.00	\$8,480.00
2	24' cantilever gate	4	0	4	EA	\$2,780.00	\$11,120.00	\$0.00	\$11,120.00
3	12' single swing gate	4	0	4	EA	\$1,080.00	\$4,320.00	\$0.00	\$4,320.00
4	10' single swing gate	4	0	4	EA	\$930.00	\$3,720.00	\$0.00	\$3,720.00
5	8' single swing gate	4	0	4	EA	\$778.00	\$3,112.00	\$0.00	\$3,112.00
6	6' single swing gate	1	0	1	EA	\$585.00	\$585.00	\$0.00	\$585.00
7	4' single swing gate	4	0	4	EA	\$430.00	\$1,720.00	\$0.00	\$1,720.00
8	Wheel Assembly, 5", for Roll Gate, w/hardware	30	1	31	EA	\$30.00	\$900.00	\$30.00	\$930.00
9	Wheel Assembly, 8", for Roll Gate, w/hardware	30	1	31	EA	\$40.00	\$1,200.00	\$40.00	\$1,240.00
TOTAL GROUP 5F							\$35,157.00	\$70.00	\$35,227.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

GROUP 6 – HANDRAIL - PEDESTRIAN AND BICYCLE:									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardware	72	500	572	LF	\$50.00	\$3,600.00	\$25,000.00	\$28,600.00
2	3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	48	500	548	LF	\$42.00	\$2,016.00	\$21,000.00	\$23,016.00
3	2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardware	30	1,000	1030	LF	\$42.00	\$1,260.00	\$42,000.00	\$43,260.00
4	2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	750	1,000	1750	LF	\$38.00	\$28,500.00	\$38,000.00	\$66,500.00
5	REPLACE - 3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardware	150	0	150	LF	\$53.00	\$7,950.00	\$0.00	\$7,950.00
6	REPLACE - 3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	540	0	540	LF	\$44.00	\$23,760.00	\$0.00	\$23,760.00
7	REPLACE - 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardware	30	0	30	LF	\$45.00	\$1,350.00	\$0.00	\$1,350.00
8	REPLACE - 2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	300	0	300	LF	\$40.00	\$12,000.00	\$0.00	\$12,000.00
9	REPLACE - 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardware	30	0	30	LF	\$45.00	\$1,350.00	\$0.00	\$1,350.00
TOTAL GROUP 6							\$81,786.00	\$126,000.00	\$207,786.00

GROUP 7 – GATE OPERATORS									
	ESTIMATED COUNTY 60 MONTH USAGE	EST CO-OP 60 MONTH QTY	TOAL 60 MONTH QTY	MARK UP FROM COST	Total Cost				
	\$335,000.00	\$0.00	\$335,000.00	20%	\$402,000.00				
GROUP 8 – REMOVAL AND DISPOSAL OF OLD FENCE UP TO AND INCLUDING 6' HIGH									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED CONTRACT PRICE
1	Removal of Old Fence up to and including 6' high	4,200	1,500	5,700	LF	\$1.75	\$7,350.00	\$2,625.00	\$9,975.00
TOTAL GROUP 8							\$7,350.00	\$2,625.00	\$9,975.00
GROUP 9 - INSTALLATION AND REMOVAL OF FENCING (includes Temporary)									
ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED CONTRACT PRICE
1	RATE CHARGES MONDAY THROUGH FRIDAY 8:00 A.M. – 5:00 P.M. (straight time)	3,180	1,100	4,280	Hour	\$100.00	\$318,000.00	\$110,000.00	\$428,000.00
2	RATE CHARGES MONDAY THROUGH FRIDAY (over time/Holiday)	78	20	98	Hour	\$150.00	\$11,700.00	\$3,000.00	\$14,700.00
TOTAL GROUP 9							\$329,700.00	\$113,000.00	\$442,700.00
GROUP 10 – REPAIR AND REPLACEMENT OF FENCING									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED CONTRACT PRICE
1	RATE CHARGES	900	15,240	15,140	Hour	\$100.00	\$90,000.00	\$1,524,000.00	\$1,614,000.00
TOTAL GROUP 10							\$90,000.00	\$1,524,000.00	\$1,614,000.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

GROUP 11 ADDITIONAL CLEARING PER HOUR:									
ITEM	DESCRIPTION	EST COUNTY 60 MONTH QTY	EST CO-OP 60 MONTH QTY	TOTAL 60 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	CLEARING WITH BUSH HOG	42	15	57	Hour	\$100.00	\$4,200.00	\$1,500.00	\$5,700.00
TOTAL GROUP 11							\$4,200.00	\$1,500.00	\$5,700.00
	UNSPECIFIED WORK (60 Months)	\$550,000.00							
	% Mark-Up from Cost	20%							
	5 Year Totals								
		County Total	Coop Total	Count and COOP Total					
	TOTAL GROUP 1:	\$255,719.40	\$341,287.50	\$597,006.90					
	TOTAL GROUP 2	\$90,506.00	\$87,724.00	\$178,230.00					
	TOTAL GROUP 3	\$149,681.10	\$347,741.00	\$497,422.10					
	TOTAL GROUP 4	\$71,713.50	\$29,525.00	\$101,238.50					
	TOTAL GROUP 5A	\$35,844.00	\$10,700.00	\$46,544.00					
	TOTAL GROUP 5B	\$81,483.00	\$47,936.00	\$129,419.00					
	TOTAL GROUP 5C	\$23,232.00	\$13,560.00	\$36,792.00					
	TOTAL GROUP 5D	\$21,135.00	\$10,372.00	\$31,507.00					
	TOTAL GROUP 5E	\$22,808.00	\$0.00	\$22,808.00					
	TOTAL GROUP 5F	\$35,157.00	\$70.00	\$35,227.00					
	TOTAL GROUP 6	\$81,786.00	\$126,000.00	\$207,786.00					
	TOTAL GROUP 7	\$402,000.00	\$0.00	\$402,000.00					
	TOTAL GROUP 8	\$7,350.00	\$2,625.00	\$9,975.00					
	TOTAL GROUP 9	\$329,700.00	\$113,000.00	\$442,700.00					
	TOTAL GROUP 10	\$90,000.00	\$1,524,000.00	\$1,614,000.00					
	TOTAL GROUP 11	\$4,200.00	\$1,500.00	\$5,700.00					
	TOTAL FOR GROUPS								
	1 THROUGH 11	\$1,702,315.00	\$2,656,040.50	\$4,358,355.50					
	UNSPECIFIED WORK	\$550,000.00	\$0.00	\$550,000.00					
		County 5 Year Total	Co-op 5 year total	County and Co- op 5 year total					
	GRAND TOTAL	\$2,252,315.00	\$2,656,040.50	\$4,908,355.50					

SERVICES AGREEMENT

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SERVICES AGREEMENT

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

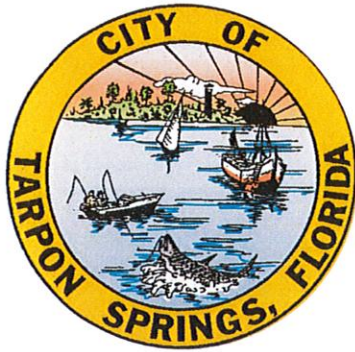
- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

SERVICES AGREEMENT

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



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: 02/14/2023
SUBJECT: Approve Renewal, File No. 180104-C-JJ, Electrical, Lighting, Data Communications & Security Products & Related Products, Services & Solutions through the U.S. Communities Purchasing Alliance Contract No. EV2370

RECOMMENDATION:

Approve Renewal, File No. 180104-C-JJ, Electrical, Lighting, Data Communications & Security Products & Related Products, Services & Solutions through the U.S. Communities Purchasing Alliance Contract No. EV2370, with Graybar Electric Supplies, Inc., for the period February 1, 2023, through January 31, 2025, in an annual not to exceed amount of \$170,000 for various city Departments. Purchase Orders will only be issued against approved budgets.

BACKGROUND:

The City of Kansas City, Missouri, lead agency for this agreement, competitively bid and awarded the contract through January 31, 2023. On March 31, 2018, the Board approved the award. On May 12, 2022, the City of Kansas City, Missouri renewed the first contract renewal period commencing February 1, 2023, through January 31, 2025. This contract has two (2) additional two (2) year periods remaining.

The purpose of this contract is to provide for the purchase of electrical products on an as-needed basis by various city departments to be used in their daily operations. Recent examples are the electrical boards pieced together by the Utilities Maintenance-Division to upgrade their equipment, Public Works Department the Victorian decorative light pole replacements for the city (which was competitively bid and Graybar was lowest bid received), and Sewage Treatment Plant additional lighting for the sand filter

basin. Graybar is one of the only electrical product providers who can supply all the city needs in a one stop shop. Graybar supplies over 450,000 possible products. Other sources such as Grainger, only carry parts of the components needed for the job but not all. For example, the Lift stations use a standard VFD in all lift stations. This allows the department to control inventory for repairs. Graybar can provide these with a quicker turn around compared to the other sources and maintain operational compatibility.

The U.S. Communities Purchasing Alliance is jointly sponsored by the Association of School Business Officials International (ASBO), the National Association of Counties (NACO), the National Institute of Governmental Purchasing (NIGP), the National League of Cities (NLC), and the United States Conference of Mayors (USCM). U.S. Communities pools the purchasing power of public agencies, achieves bulk volume discounts on behalf of public agencies and competitively solicits quality products through a lead public agency. Amount expended past 12 months, \$162,813.

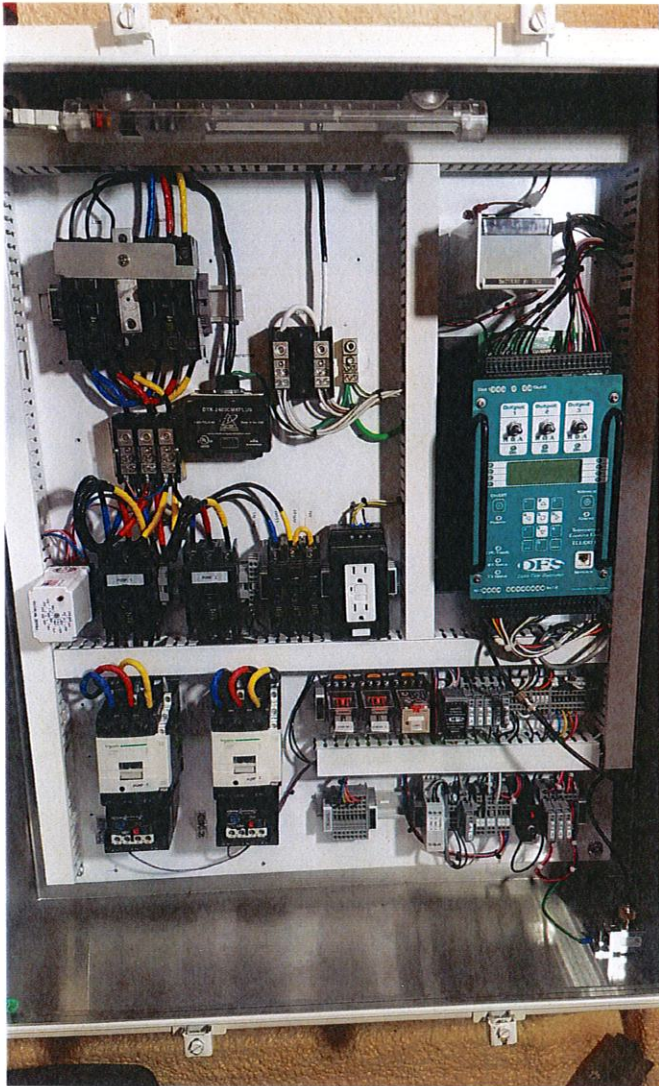
FUNDING: Funding will be identified at the time orders are placed.

ACCEPTED BY: _____

CITY MANAGER

ATTEST: _____

CITY CLERK



Example: Lift Station Pump Control Panels are designed to control the level in an industrial lift station housing pumps by moving sewage water from a lower to a higher elevation.



City of Kansas City, Missouri
PROCUREMENT SERVICES DIVISION
1st Floor, Room 102W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 / Fax: (816) 513-1066

DATE: May 12, 2022

TO: Darrell Everette, CPSM, MBA
Manager of Procurement Services

FROM: Keely Golden, CPPB
Procurement Manager 

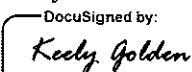
RE: Contract EV2370-Electrical, Lighting, Data
Communications and Security Products and Related
Products, Services and Solutions

It is the intent of the City of Kansas City, MO to renew the above contract, EV2370, at the local and national levels. This contract with Graybar is administered by the City, along with OMNIA Partners. The anticipated renewal is for a period of two years commencing February 1, 2023 to January 31, 2025 per the executed contract and renewal schedule already approved by City Council.

x Approved
Denied

Approved
Denied

Keely Golden

DocuSigned by:


DA4266F30A55473
Procurement Manager

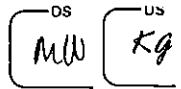
Darrell Everette

DocuSigned by:


DE6901B73453419
Manager of Procurement Services



MODIFICATION OF CONTRACT



1. Modification No.:1 Effective Date: 02-01-23	2. Contract EV2370 Effective Date: 02-01-18
3. Senior Procurement Officer: Mia Wilson Telephone Number: (816) 513-0778	5. Supplier – Name and Address GRAYBAR ELECTRIC COMPANY INC ATTN: JEFF PESKUSKI 11885 LACKLAND ROAD ST. LOUIS, MISSOURI 63146 630-640-4905
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	
6. SPECIAL INSTRUCTIONS: Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.	

7. Description of Modification

ELECTRICAL,LIGHTING,DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS,SERVICES AND SOLUTIONS

Contract **EV2370** is renewed for two (2) years, February 1, 2023 to January 31, 2025 by exercising the options to renew, the authority for which is contained in Section 3 of the CONTRACT.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2370** remain unchanged.

8. City of Kansas City, Missouri

By: Darrell Everette, CPSM,MBA

DocuSigned by:

Darrell Everette

Manager of Procurement Services

This Day: 11/28/2022



Graybar-U.S. Communities Program

Manufacturer Line Card


GraybaR.
works to your advantage

Manufacturer Listing

2N	Allied Electronics, Inc.	Avaya	Cable Management Solutions
3M	Allied Moulded Products	Avocent	Cable Prep
Communications Division	Allied Telesis	Axell Wireless	Candela Corporation
Electrical	Allied Tube	B&B Electronics	CANTEX INC.
3xLOGIC	Alpha Technologies	B&K Precision	Capp Inc.
A.K. Stamping	Alpha Wire	Baldor Electric Co.	Carolina Glove Company
Aarnstrand Rope & Cable	Altigen Communications	Band-It-IDEX Inc.	Carrier Access
Aastra USA - Mitel	Altronix Corporation	Barfield	Casco Manufacturing Co.
ABB	Aluma Form	Bartlett Manufacturing Co.	Casio
Kuhlman	Amerace Corp.	Battery Center, The	Cat Generators
Power T&D Company	American Electric Lighting	Baudcom	CBC America
ACP International	American Fibertek	Bauer Corporation	CEECO
Acterna	American Fittings Corp	Bekaert	Cellular Specialties
ACTi Corporation	American Polywater	Belden	CSI
Acuity Brands	American Power Convesion (APC)	GarrettCom	Westell
Holophane	American Saw Manufacturing	Hirschmann Automation	Cementex Products Inc.
Lighting Group	AMESCO	& Controls	Cetis Inc
Lithonia Lighting	Ametek, Incorporated	Tofino Security	Champion One
Solutions Group - ROAM	Amphenol Corp.	Belkin Components	Charles Industries
Adalet	Amprobe Instrument	Benner-Nawman	Chatsworth Products, Inc.
ADC	AMX Schoolview	Berk-Tek	Checkers Industrial Products
Adirondak Wire & Cable	Anamet Electrical, Inc.	Black Box Corporation	Chief Manufacturing Co
ADRF	Anderson	BLF Corporation	Chromalux
Advance Digital Broadcasting	Andrew	Blonder Tongue	Cidco
Advanced Digital Cable	Anglo American Enterprise	Blue Wave	Ciena - CGIS
Advanced Technology Video (ATV)	Anritsu	Bogen Communications	CILS International
Advantage Industrial	Appleton	Bosch Security Systems	Circa Telecom USA
Advantech B+B SmartWorx	Approved Networks Inc.	Boss Manufacturing	Cisco Systems, Inc.
AEMC	Approved Optics	Bourns	Citech Scada Systems
Aervo	Arecont	Bowers Manufacturing Co.	Clarcor Air Filtration Products
Aervoe Industries	Argo	Brady Worldwide Incorporated	Clarity division of Valcom
AFC Cable Systems	Arlington Industries, Inc.	Bridgeport Fittings, Inc.	Clauss Cutlery
AFL Telecommunications	Armorcast Products Company	Bright Star	Clearfield
Agilent Technologies	Arnco Corp	BRK	Clearpix
AIM Electronics Corp	Arrow Fastener	Broan-NuTone, LLC	CME
Aiphone Security	Arrow Magnolia	Brocade	CMT Inc.
Air King Ventilation Pro	Asco Products	Brooks Manufacturing Co.	CohuHD Costar
Air Master Fan	Assa Abloy	Brother International	Command Communications
Alcatel-Lucent	Atkore International	Brother Mobile Solutions	CommScope
Alflex Corporation	Atlantic Scientific Corp.	Buchanan	Andrew Corp
ALKCO Manufacturing Co.	Atlantic Teleconnect Inc.	Bulwark	SYSTIMAX
All Current Electric	Atlas Sound	BURNDY	Communications Test Design
Allegion	Automatic Switch Co. (ASCO)	C Enterprises	Comnet
Allen Tel Products	Automatic Timing & Controls	C.D.R. Systems	Comtrend Corporation
Allied Bolt	Avalan Wireless	Cable Exchange	Con-Tech

Manufacturer Listing

Concealfab	E-Mon, LLC
Conduit (TUB)	Eaton
Condux International	<i>B-Line series</i>
Connectivity Wireless	<i>Bussmann series</i>
Copper Mountain	<i>Cooper Power series</i>
Corning Cable Systems	<i>Crouse-Hinds series</i>
Corning Optical Communications	<i>Cutler-Hammer</i>
Cortelco	<i>Ephesus</i>
Crain Enterprises	<i>Lighting solutions</i>
CRC Industries	<i>MTL</i>
Crouzet	<i>Notification</i>
Crowe Rope	<i>Wheelock</i>
Crydom	<i>Wiring Devices</i>
CSS	Edwards Signaling
Cummins	Elastimold
Current, powered by GE	Electri-Flex Co.
Custom Plastic	Electric Controller, The
CXR Larus Corporation	Electric Motion Company, Inc.
Cyberpower	Electroline Mfg. Co.
Cylix	ELKAY
D-Link	Eltek Inc.
Da Lite Screen Company	emClock
DAP	EMCOR
Data Aire	Emerson Network Power
Data Center Solutions	Endot Industries
David Clark & Co	Energizer Battery, Inc.
DDB	Energys Inc
Dees Communications	Engenius Technologies, Inc.
Delta Breez	Engineered Products Company
DeWALT	Entone
Diamond Communications	Ergodyne
Digimerge	ERICO
Digital Watchdog	Ericson Manufacturing
Distributor Wire & Cable/Radix	Ericsson
Ditek	Estex Manufacturing Company
Dolphin Components	Etherwan Systems
Dominion Lasercom Inc.	Everfocus
Dreisilker	Exacq
Dukane Corporation	Excel Dryer Corporation
Dulmison, Inc.	Exceline
Duracell Battery	EXFO
Duraline	Extreme CCTV Surveillance
Durham	Systems
DVTel, Inc.	Fahrenheit Division
Dynalec Corp.	Fairmont



The U.S. Communities Program

- Eliminate three bids
- Leading association sponsorship
- No cost to participate
- Contracts allow your organization to maximize savings on the products you need while reducing procurement time.

Manufacturer Listing

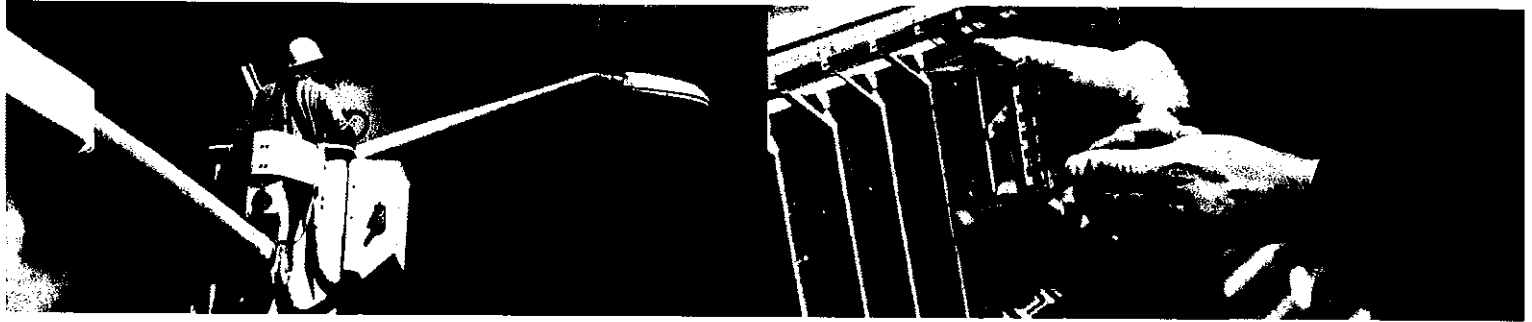


Fasco	Greenlee Textron
Federal Signal Corp.	Grundorf
Feonic Technology	GS Metals Corporation
Ferguson Enterprises	GSP America
Fernco, Inc.	Halcyon
Fiber & Cable - Opti-Loop	Hammerlock - H.D. Electric
Fiber Optic Inc.	Hammond Manufacturing
Fiber SenSys	Harding Instruments
Fibertron	Harger Lightning Protection
Fire-Lite Alarms Inc.	Hastings Fiberglass Products,
Firex/Invensys	Heritage Plastics Inc.
First Alert - BRK Brands, Inc.	HES
Fisher Pierce	Heyco Products Inc.
Fiskars	High Tech Fuses
Flexible Whips of Tennessee, Inc.	Hilti, Inc.
FLIR Systems Inc.	Hoffman & Lamson - A Gardner
Fluidmesh Networks	Denver Product
Fluke	Hoffman Enclosures
Fluke Networks	Holocom Networks
Force10 Networks	Homac Manufacturing
Fortran	Honeywell
Franklin Instrument Company, Inc.	<i>Communication & Safety</i>
Freud	<i>Salisbury</i>
Fujinon	House Of Batteries
Fujitsu Networks	Houston Wire & Cable
Furnas, Inc.	Hubbell
G&O Thermal Supply	<i>Building Automation</i>
G&W Electric Co.	<i>Lighting, Inc.</i>
Gai-Tronics	<i>Power Systems</i>
Galtronics	<i>Premise Wiring</i>
Galvan Industries, Inc.	<i>Quazite</i>
GE Consumer & Industrial	<i>Lenoir City, Inc.</i>
GE Electrical & Industrial	Hughes Brothers
GE Energy	Hunter Fan Co.
GE Motors & Power	Hydrel
GE Security	ID View
Geist Manufacturing	IDEAL INDUSTRIES, INC.
Gems Sensors Inc.	IEI
Generac Power Systems, Inc.	Igloo Corp.
General Cable	Illumina
General Machine Products	ILSCO Corp.
Glyptal Inc.	IMC Networks
GN Netcom - GN Jabra	Independent Technologies
Gott Products	Infinera
Great Lakes Case and Cabinet	Infinias (3Xlogic)

Manufacturer Listing

Ingersoll-Rand	Laird	McCain Traffic	Nexans
Ingram Micro	Lamson Pipe Co.	Mcgill Manufacturing Co., Inc.	NICE Systems
Inmotion Technologies	Landis+Gyr	MECA Electronics	Nitek
Innovative Metal Industries, Inc.	LanTech	Meltrix	Nortel Networks
Innovolt	Lantronics	Mercury Waste Solutions	North American Electric
Inovonics Corp.	Larus Corporation	Meru Networks	North Safety Products
International Prot Coatings	Legrand	Metallics	Northstar Battery
Intellitouch Communications	<i>Cablofil</i>	Metro Tel Corp.	Noyes Fiber Products
Interalia Communications	<i>Ortronics</i>	Meyer Structures	NSI Industries
Intergral	<i>Quiktron</i>	MGE UPS Systems	<i>TORK</i>
Interlogix	<i>Wattstopper</i>	Micro-Tech Designs	NTE Electronics, Inc.
Intermatic, Inc.	<i>Wiremold</i>	MicroLAB	Nutone Inc.
International Fiber Systems (IFS)	<i>Pass & Seymour</i>	MicroPower Technologies	NUUO
Invensys	Leica Geosystems	Microsemi/PoE	OASIS
IPEX	Lenox	Middle Atlantic Products	Oatey
Irwin Company, The	American Saw	Midwest Electric Products, Inc.	Oberon
ITW Linx	Leotek	Milbank Manufacturing Co.	Occidental Coating Company
Jameson	Leuze Electronic	Milestone	OFS
JMA Connectors	Leviton	Milwaukee Electric Tool Corp.	OIS
Johnson	Lex Products	Minerallac Company	OK Industries
Jonard Industries	Liebert	Minuteman UPS	Okonite Company, The
Jos T. Fewkes Co.	Lighting Fixtures	Mitsubishi Communication	Oldcastle Precast, Inc.
JVC Professional	Line Hardware	Modular Connections	Omni Cable
Kaf-Tech Inc.	Linear	Mohawk Wire and Cable	OMRON
<i>AFC</i>	Littlefuse	Molex Corp.	ONEAC Corporation
KBC Networks	Lubriduct	Mosaic Global Solutions, LLC	Optex (USA)
Kearney	Lumberg Automation	Motorola	Optical Cable Corporation
Keyscan	Lutron Electronics, Inc.	Motortronics - Phasetronics	Orion
Keysight Technology	Lynn Electronics Corp.	MRV Communications	ORS NASCO
Kidde Fire Fighting	Lyon Workspace Products, LLC	Mulberry Metal Products Inc.	Oshkosh Tool Company, Inc.
Kim Lighting	Lyon, LLC	Multi-Link	OSI Lighting / Sylvania
King	MacLean Power Systems	Multi-Tech Systems	Ouellet
Klein Tools, Inc.	Mag Instrument, Inc.	Myron Zucker, Inc.	OZ-Gedney
Knopp Inc	Magnecraft	N-Tron Corp.	Protective Industrial Products
Kohler	Major Custom Cable	National Pipe & Plastics Inc.	(P.I.P.)
<i>Generators</i>	Malton Equipment Co.	National Standard	P.K. Neuses, Inc.
Konexx	Maple Chase	National Strand Products	P&R Technologies
Koppers	Marley Electric Heating Co.	NEC Unified Solutions, Inc.	Paladin Tools
Kraloy Division	Marley Engineered Products	Nehring Electrical Works Co.	Panamax
Krylon	<i>Qmark</i>	NEPTCO	Panasonic
L-Com	Marmon Group Companies	NETSCOUT	<i>CCTV & Security</i>
L-Comp Inc.	Master Lock Company	Network Video Technologies	<i>Consumer Electronics</i>
L.H. Dottie	<i>American Lock</i>	Newark Electronics	Panavise Products, Inc.
LADD Industries	Maxcell Business Unit	NewBasis West LLC	Panduit Corp.
Lagasse Brothers, Inc.	Maxi-Signal	Newton Instrument Company	Panduit Electrical

Manufacturer Listing



Para Systems	PowerDsine	RFS	Sensor Switch
Patriot Aluminum Products	Powersmiths Int. Corp.	Rigid Tool	Senstar Inc.
Patton Building Products	Precision	Ripley Company	Server Technology Inc.
Paxton Access	Preformed Line Products	Rittal Corporation	Seves Group
PC Systems	Premax, LLC	RIVEA	Seymore Smith
PCT International, Inc.	Primex Manufacturing Ltd	Roanwell Corporation	Shat-R-Shield Inc.
Pelican Products Inc	ProLabs	Robroy Industries	Shure
Pennington Crossarm Co.	Pronto Networks, Inc.	ROHN	Siemon Company, The
Pentair Companies	Prysmian Cable/Draka	Ronk Electrical Industries	<i>Building Tech</i>
Pentair Thermal Management	PULS	RSCC Wire & Cable LLC	<i>Information Systems</i>
Pepperl+Fuchs Inc.	Purdy Professional Products	RTS Sentry	<i>ITE</i>
Perfect-Line	Pyramid Industries	Rubbermaid	Signamax Connectivity
Perma-Cote Industries	Quintum Technologies	Russellstoll	Simpson Electric
Philips Lighting Products	R. Stahl	Rutherford Controls Inc. (RCI)	SMARTERK ITS
<i>Capri</i>	RAB Lighting	S & C Electric	Snake Tray/CMS
<i>Day-Brite</i>	Raceway Technology	SAPA	Snap-On Inc.
<i>Gardco</i>	Raco Incorporated	Schlage	Sola/Hevi-Duty
<i>Emco</i>	Raco Manufacturing &	Schneider Electric	<i>Acme</i>
<i>Mcphilben</i>	Engineering	<i>APC</i>	SOLiD
<i>Omega</i>	Rad Data Communications	<i>Automation Products</i>	DAS
Phoenix Contact	Rainbow CCTV	<i>Engineered Products</i>	Technologies
Pico Digital Inc.	Ramset	<i>Pelco</i>	Sony Security
Plant Equipment Company, Inc.	Raritan Communication	<i>Services</i>	Southwest Data Products
Plantronics	Raritan Security	<i>Square D</i>	SPC Technology
Platt Luggage, Inc.	Raychem Corporation	Sealco	Specified Technologies Inc. (STI)
Plymouth Tapes	Rayovac	Seco	Speco Technologies
Polycom	Raytec	Securitron	Standard Enterprises Inc.
Porcelain Products Co.	RCI Custom Products	Security Door Control (SDC)	STANLEY
Porta Systems Corp.	Readylinks Inc.	Security Inc.	Streamlight Inc.
PortaFab Modular Building	Recognition Systems	Sediver	Strongwell
Systems	Rectorseal	Selecta Switch / Micro Switch	Struthers-Dunn
Potter Brumfield	Red Dot Co.	Semtron Inc	Studio Technologies Inc
Potter Electric Signal	Redback Networks	Seneca Data	Sumitomo Automation
Power Sonic Corp.	Reef Industries	Sensaphone	Superior Essex

Manufacturer Listing



Superstrut
SupplyPro
SuppressSurge
SureCall
Surge Suppression Inc.
Suttle Apparatus
Synco Chemical Corporation
TAKEX America
Talk-A-Phone
Tamron
Tatung
Taymac Corporation
TE Connectivity Power Systems
TEC International
Tech Data
Tech Products Inc
Technical Consumer Products
Inc. (TCP)
Techspray
Techwin CCTV & Security
 Samsung
 Samsung Communication
Teko DAS
Telco Systems
Telcore
Telebyte
Telect
Teledex
Telematrix
Telex Communications
Tellabs
Telstrat
Teltrend
TESSCO Terrawave

Thomas & Betts
 Carlson
 Challenger Products Inc.
 Steel City
 Communication Products
 Electrical
TII Network Technologies
Times Fiber Communication
Times Microwave Systems Inc
TimeSight Systems Inc.
TJ Cope Inc
TKH Security Solutions USA Inc.
TMC Corporation
Tone Commander
Tork
Toshiba America
Toshiba Security
Total Cable Solutions
ToteVision
TOTUS Solutions
TPI Corporation - Fostoria
Traffic Signal Controls, Inc.
Trans-Coil Inc.
Transition Networks
Transportation Products Inc.
Transtector Systems
Transworld Products
Tri Palm International
Triad Raised Access Floor Co.
Trilogy Communications, Inc.
Tripp Lite
TRYSTAR
TT Systems
Tungsum USA

Turck
Turner Equipment Company Inc.
Ultratech, Inc.
Uniden
Union Metal
Union Tools
Unique Fire Stop
Unistrut
United Copper Industries
United States Steel
United Technologies
Universal Ballasts (UTI)
Universal Electric Corporation
Uraseal
USA Technologies
USA Vision Systems
USR
UTC Fire & Security Products
 EMEA
Valcom
Valere Power
Vari-Tronics
VELCRO Companies
Veolia Environmental Systems
Veracity
 HIGHWIRE
Veramark Technologies, Inc.
Verilink
Verso Technologies, Inc.
Vertical Communications
Viavi Solutions
Victor Insulators Inc.
Video Mount Products
Videolarm

Viking Electronics
Vir
Viscount
VIVOTEK
Von Duprin
VTech Communications
Vuance, Inc.
VXi Corporation
Vynckier Industries
Waber
Walker
Watling
Werner Ladder Company
West Penn Wire
Wilcom, Inc.
Wilson
Wire & Cable (WYR)
Woodhead/Division of Molex
World Dryer Corporation
Xantrex
Zep Manufacturing Co.
Zhone Technologies
 Paradyne
Zircon Corporation
Zonit
Zoom Telephonics
Zyxel

ShopGraybar



Find products quick and easy!

Put the power of ShopGraybar to work and simplify your procurement process. ShopGraybar is available to you 24/7 and can be accessed in your office, at home, on the road or at the jobsite.

Key Features

- Access to over 450,000 products
- Access to real time customer pricing and availability
- Multiple ways to search for products
- Ability to request a quote and convert to shopping cart
- Real time access to orders, and proof of delivery
- Ability to view and print invoices
- Online reporting tool
- Self-service customer administration

Customer Benefits

- ShopGraybar works when you work, 24/7
- ShopGraybar puts product information at your fingertips to select the right product for the job
- Enhances productivity due to faster order processing and online automation.
- Reduction in errors



Graybar Sustainability

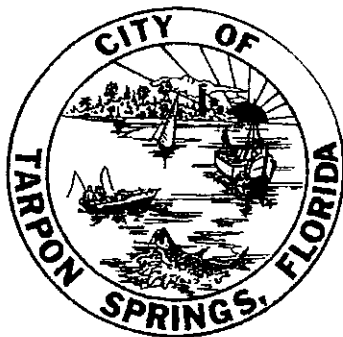
Graybar eChannel services, like ShopGraybar, are focused on improving business processes. In addition, the services can help reduce our impact on the environment through reduced paper usage, less wasted unused product and fewer miles driven.

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eBusiness Solutions

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Graybar sales
representative today!

1-800-GRAYBAR



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: Jay Jackus, CPPO, CPPB, Procurement Services Director
DATE: 3/20/2018
SUBJECT: Award File No. 180104-C-JJ, Electrical, Lighting, Data Communications & Security Products & Related Products, Services & Solutions through the U.S. Communities Purchasing Alliance Contract No. EV2370

RECOMMENDATION:

Award File No. 180104-C-JJ, Purchase of Electrical, Lighting, Data Communications & Security Products & Related Products, Services & Solutions with Graybar Electric Supplies, Inc. through the U.S. Communities Purchasing Alliance Contract No. EV2370 in an annual not-to-exceed amount of \$175,000.00 for the period March 21, 2018 through January 31, 2023 for various City Departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

The purpose of this contract is to provide for the purchase of electrical products on an as-needed basis by various City departments to be used in their daily operations. The City of Kansas City, Missouri, lead agency for this agreement, awarded the contract through January 31, 2023. This contract may be renewed for three (3) additional two (2) year periods.

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

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

Accepted by: _____

City Manager

Attest: _____

City Clerk



STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Order from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.
- (c) **Services or Work Orders for both Products and Services.**
 - 1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.
 - 2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
 - a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
 - b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

- c. Any other Legal requirements including compliance with the CITY's SLBE requirements
 - d. If the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).
- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoices unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.
- (f) Payment terms are net 30 days.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.
- (e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- (f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise *forum non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.
- (c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; In executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (e) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager

E-mail: cedric.rowan@kcmo.org
Telephone: (816) 513-0814
Facsimile: (816) 513-1088

With copies to: Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Attention: Cecilis Abbott, Esq., City Attorney
E-mail: ccs@kcmo.org
Telephone: (816) 513-3127
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.
Ronald Drescher, National Sales Manager, Corporate Sales
11885 Lackland Road
St. Louis, Missouri 63146
E-mail: ron.drescher@graybar.com
Telephone: (301) 306-3263
Mobile: (301) 630-1424

Sec. 16. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 18. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

(a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

(b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bid (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influences.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

Sec. 24. Assignability and Subcontracting.

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under this Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services - Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women's Business Enterprises.

- (a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.
- (b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

Sec. 27. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 28. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 26. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 28. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

- (a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Prices or Cost in effect at time of order.
- (b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.
- (c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

Sec. 29. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equal, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clauses of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

Sec. 34. Seller Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate Invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1999 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expenses. Purchase orders are

funded when issued, therefore are current expenses items and are not subject to any subsequent appropriation of funds.

- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 49. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 E, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 4f. Prevailing Wage.

- A. Prevailing Wage. If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."
1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increases (Wage Increases) to the Annual Wage Order.
 2. The Law, Rules, Wage Order and any Wage Increases are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increases shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
 3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
 4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00480 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
 5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

Information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increases within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increases. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340; RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

1. Resident | *choreo*⁶ me

- Contractor. If Contractor is required to pay prevailing wages for the work performed pursuant to this contract, Contractor agrees to comply with all requirements of City's Construction Employment Ordinance as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this contract.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor Graybar Electric Company, Inc.

By [Signature]

Title BE Vice President, Sales

Date 11/30/2017

APPROVED AS TO FORM

[Signature]

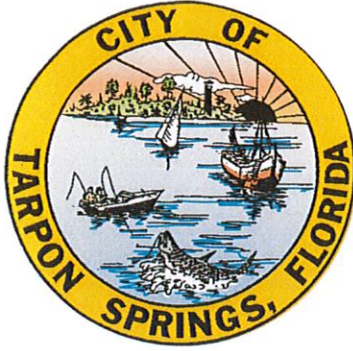
Assistant City Attorney

KANSAS CITY, MISSOURI

By [Signature]

Title Manager of Distribution & Code

Date 11/30/2017



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 *jl*
DATE: 02/14/2023
SUBJECT: Award File No. 230104-N-JL, Single Source Purchase of Legal and Promotional Advertising

RECOMMENDATION:

Award File No. 230104-N-JL, Single Source Purchase of Legal and Promotional Advertising to the Tampa Bay Times for the period February 21, 2023, through February 20, 2024, in amount not to exceed \$65,000.00 for various City departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

City Ordinance and State Statute requires that legal advertising shall be advertised in a newspaper of general circulation in the county in which said municipality is located. The Tampa Bay Times is in St. Petersburg, Pinellas County, Florida. The Tampa Bay Times also has the largest circulation of the newspapers published in Pinellas County and for this reason, promotional advertising is included. Approximately \$50,332 has been expended during the previous year.

FUNDING: Funding will be identified as requirements arise.

Accepted by: _____
City Manager

Attest: _____
City Clerk

Janina Lewis

From: Legals <legals@tampabay.com>
Sent: Thursday, January 26, 2023 8:58 AM
To: Janina Lewis
Subject: RE: Current Ad Pricing

External Email- Use caution with links and attachments

Nothing has changed yet

Thank you,

Jill Harrison

Legal Advertising Representative

Direct **727-893-8155**

Email: jharrison@tampabay.com

Deadlines:

Pub Day	Type of	Space/Copy	Release
Wednesday	Display	Friday 10 A.M.	All ads will
Wednesday	Liner	Friday 2 P.M.	release to print
Sunday	Display	Thursday 10 A.M.	4:00 P.M.
Sunday	Liner	Thursday 2 P.M.	same day

Publishing in: Citrus, Hernando, Pasco, Hillsborough & Pinellas

Tampa Bay Times
tampabay.com

From: Janina Lewis <jlewis@ctsfl.us>
Sent: Thursday, January 26, 2023 6:58 AM
To: Legals <legals@tampabay.com>
Subject: Current Ad Pricing

CAUTION: External Sender

Good morning.

I know last year there was mention of price increases. Can you provide the current advertising rates?

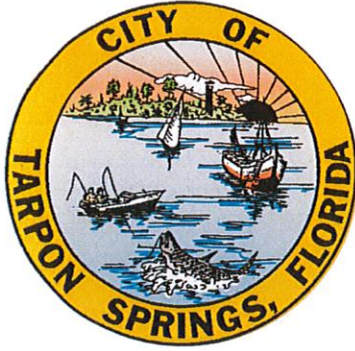
Respectfully,

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
324 Pine St
Tarpon Springs, FL 34689
Comm. PH: 727-942-5615 x2232
Email: jlewis@ctsfl.us

City of Tarpon Springs

Mission

To protect, preserve, and enrich the heritage, traditions, and independence of the city through quality services and a commitment to excellence.



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 *al*

DATE: 02/14/2023

SUBJECT: Award File No. 230102-C-JL, Sports Lighting for the Tarpon Springs Sports Complex through Clay County Bid #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

RECOMMENDATION:

Award File No. 230102-C-JL, Sports Lighting for the Tarpon Springs Sports Complex through Clay County Bid #18/19-2, Various Equipment and Amenities for Parks and Playgrounds to Musco Sports Lighting, LLC., in an amount of \$248,100 for the Public Works Department.

BACKGROUND:

On May 22, 2019 Clay County entered into a contract agreement with Musco Sports Lighting, LLC. On March 29, 2022 Clay County entered into a renewal agreement with Musco Sports Lighting, LLC for a 1- year term that will expire May 22, 2023.

The purpose of this purchase is to provide an upgrade to field #4 at the Tarpon Springs Sports Complex. The programmed upgrades to field #4 include installation of lighting for the field (see attached memo). The Quote provided by Musco includes their C25 warranty, which is a warranty for 25 years, and the LED system Musco is providing will also produce a 60% energy savings over a typical standard lighting system. Musco Sports Lighting has been chosen for other recreation facilities around the Tampa Bay area utilizing the Clay County contract; with an example being the Oldsmar Sports (BMX Racing) Complex, and the Hernando County School Board Football Facility.

Musco Sports Lighting, LLC., is the preferred vendor and Musco lighting has been standardized throughout the city parks and recreation areas in order to maintain uniform lighting systems.


FUNDING: 133-1490-572-6300 – Recreation Impact
307-8603-572-6300 – 1 Cent Local Opt Sales Tax / Project No. CR2201

Accepted by: _____ Attest: _____
City Manager City Clerk



**Public Works Department
Office of the Director**

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director 

Date: January 23, 2023

Subject: Musco Sports Lighting at the Tarpon Springs Sports Complex, Field #4

Recommendation:

Award contract to Musco Sports Lighting utilizing Clay County Bid # 18/19-2 for the installation of lights on Field #4 at the Sports Complex, in the amount of \$248,100.

Background:

The FY 2023 approved budget included the upgrade to field #4 at the Sports Complex. The project includes field expansion, tree removal, sod replacement, minor grading, improved irrigation, and the installation of lighting.

All City sport fields (Sports Complex, Riverside Field, Dorsett Park and Sisler Field) are all illuminated with Musco lighting with the last one being done at Dorsett Park in 2016. The city chose to go with Musco lighting as a way to standardize to a minimal amount of lighting fixtures that city staff could easily train on and maintain.

The funding source will be Recreation Impact (133-1490-572.63) & 1 Cent Local Opt Sales Tax (307-8603-572.63), project # CR2201.



Quote

**Tarpon Springs Sports Complex
Soccer Field 4
1/20/2023**

Description – Poles, fixtures and electrical to light 300' x 195' Soccer field

Light Structure Green™ System delivered to your site

- 4 x Pre-cast concrete bases
- 4 x 70'mh Galvanized steel poles
- UL Listed remote electrical component enclosures & Pole length wire harnesses
- Factory-aimed and assembled 1500w LED luminaires

Also Includes:

- Energy savings of more than 60% over a standard lighting system
- 70% less spill and glare light than Musco's prior industry leading technology
- Musco C25 Warranty
- Constant light level of 30fc
- Installation of poles as per page 2

Pricing listed below is based on Clay County bid # 18/19-2

Field Description	QTY	\$ Per	Total
1) Soccer Field (300 x 200)	1	\$ 166,000.00	\$ 166,000.00
2) Installation of 70'mh poles	4	\$ 5,300.00	\$ 21,200.00
3) Conduit, wiring & switchgear	1	\$ 60,900.00	\$ 60,900.00
		Sub-Total	\$ 248,100.00

TOTAL	\$ 248,100.00
--------------	----------------------

Pricing good for 90 Days

Robert A. DeCouto

Light Structure Green™ Turnkey Scope of Work

Owner/Other than Musco Responsibilities:

- 1) Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
- 2) Owner responsible for marking corners of field
- 3) Removal of any trees, limbs, shrubs, etc. for total access to pole locations.
- 4) Removal, replacement, and repair of all fencing necessary for construction.
- 5) Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
- 6) Locate and mark existing irrigation systems prior to excavation.
- 7) Pay for all permitting costs.
- 8) Reasonable access to the pole locations must be provided
- 9) Mark irrigation
- 10) Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
- 11) Removal, replacement, and repair of all fencing necessary for construction.
- 12) Providing a water source (i.e. fire hydrant, 2" water main).

Musco Responsibilities:

- 1) Provide required poles, fixtures, and associated designs.
- 2) Provide aiming diagram.
- 3) Survey Utilities
- 4) Provide Project Management assistance as needed.
- 5) Electrical design and installation. Provide power wiring to each pole and land it into the driver enclosure located approximately 15' above grade
- 6) Provide signed & sealed structural foundation designs
- 7) Provide documents for permitting
- 8) Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- 9) Surveying pole locations & aiming points (one per field) for sighting in lighting cross – arms.
- 10) Installation of Musco supplied Contactor Cabinet(s) and Musco supplied surge protection.
- 11) Installation of conduit, wiring and switchgear necessary for complete lighting project
- 12) Provide dumpsters for cardboard waste and packing debris.
- 13) Provide storage containers for material as necessary.
- 14) Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- 15) Supply & install 100A 3p breaker into existing panel
- 16) Obtain required permits. (owner to pay)
- 17) Provide materials and equipment to assemble and install Light Structure LED™ fixtures and terminate all necessary wiring from top of the pole down to the driver enclosure located approximately 15' above grade.
- 18) Provide equipment and materials to assemble and erect Light Structure System Poles.
- 19) Keep all heavy equipment off of playing fields and surfaces when possible using due care to minimize damages.
- 20) Disposal of excavated spoils from augered hole to a location on job site.
- 21) Provide startup if necessary and aiming as required to provide complete and operating sports lighting system.
- 22) Installation of poles - Price will include the unloading of the equipment upon arrival to the job site, excavation of the holes, assembly of the poles and luminaires, all pole wiring, installation of pre-stress concrete bases with concrete backfill, pole erection, and luminaire aiming. Wiring for the System is from the lights/luminaire assembly down to the remote ballast enclosure at the base of the pole where it will be terminated on the Musco supplied disconnect breaker.
- 23) Musco will provide final footcandle testing upon electrical feeders, ground rods, panelboards, labor and transformer to energize the lighting system.
- 24) Customer's Contractor will commission Control Link by contacting Control Link Central once the entire system is energized.
- 25) Provide light test upon owner supplied electrical system.



**Administrative &
Contractual Services**
PO Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



Date: 03/29/2022

Vendor Name: Musco Sports Lighting

Address: 100 1st Ave West, PO Box 808

City: Oskaloosa State: IA Zip: 52577

Dear Vendor:

RFP No. 18/19-2 will expire 5/22/2022. The bid states that there is an option for renewal if agreed upon by both parties. Please initial your choice, sign and date at the bottom. Return the original letter to this office.

X Please renew RFP No. 18/19-2 for an additional 1 year term at the same pricing, terms and conditions as originally awarded.

 We do not wish to renew the above bid beyond the current expiration date.

*At renewal time, vendors may add additional manufacturers by utilizing the attached forms. This may only be done as part of the RFP renewal process.


Signature

March 31, 2022
Date

Renewal must be signed by an officer or employee having the authority to legally bind the vendor.

Sincerely,

Ashley Catagan, Parks & Recreation

"RENEWAL" BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

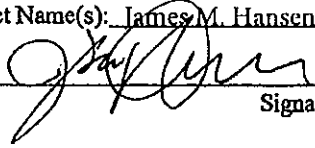
Bidder: Musco Sports Lighting, LLC

Address: 100 1st Ave West, PO Box 808

City, State and Zip: Oskaloosa, IA 52577

Phone: 800-825-6030 Email: musco.contracts@musco.com

Contact Name(s): James M. Hansen



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Musco Sports Lighting, LLC

Fixed Percentage Discount off MSRP: Price as listed

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

"RENEWAL"

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: See attached list

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)



Florida Subcontractors

Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577

Parks Electric Service Inc
Claude Parks
2986 Florence Drive
Middleburg, FL 32068
Phone: 904-237-0165

Davco
Russ White/Mark Komar
4885 Park Ridge Boulevard
Boynton Beach, FL 3342
Phone: 561-732-3434

Electrical Contracting Service
Charlie Floyd/Chuck Floyd
2375 West 77th Street
Hialeah, FL 33016
Phone: 305-556-0041

Imperial Electric Inc
Mike Terrango
951 NW 51 Place
Fort Lauderdale, FL 33309
Phone: 954-938-0520

M Gay Constructors
Mike Gay
11802 Industry Drive
Jacksonville, FL 32226
Phone: 904-714-4001

Kenny Strange Electric
Kenny Strange
429 S Tyndall Parkway, Suite E
Panama City, FL 32404
Phone: 850-215-8030

Himes Electric
Thomas Cook
1040 Land O Lake Blvd
Lutz, FL 33549
Phone: 813-909-1927

Musco Sports Lighting, LLC states each of the aforementioned subcontractor installer(s) are authorized to install Musco's sports lighting equipment as required.

Musco Sports Lighting, LLC reserves the right to use other approved subcontractors, with the owners approval. Through the submittal process, the owner has the right to reject any subcontractors not licensed or listed with the local jurisdiction.

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Musco Sports Lighting, LLC

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to ALL components or only part? (State Explicitly)

See attached warranties

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

Musco Sports Lighting, LLC

Name, address and phone number of the authorized service center (s):

- 1) Musco Sport Lighting, LLC 100 1st Ave West, Oskaloosa, IA 52577, 877-347-3319
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Musco Sports Lighting, LLC

Signature 

Title Secretary Phone Number 800-825-6030

(MULTIPLE SHEETS CAN BE USED)



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to _____.
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control - TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We," "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

b. **Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantees provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to _____
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We," "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations —** This Contract does not cover: Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. **LIMITATION OF LIABILITY:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
- e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
7. **Governing Law:** The Contract shall be interpreted and enforced according to the laws of the project location.
8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

SPORTS & FITNESS EQUIPMENT							
Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.maajordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
Advanced Recreational Concepts (321) 775-0600 Info@arcflorida.com	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 Info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
		Bleachers, Press Boxes,					

	GT Grandstands	Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
M. Gay Constructors, Inc.	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes



Julie Marcus
Pinellas County Supervisor of Elections

To: Judy Staley
City of Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34689

Date: January 13, 2023

Re: Secure Ballot Intake Station Agreement for Tarpon Springs Public Library

Judy,


Enclosed is the 2024 Secure Ballot Intake Station Agreement for Tarpon Springs Public Library.

There are two sets of Agreements. Please sign one copy and update any contact information necessary and send back to me. Please keep the copy for your files.

I appreciate all the help you provide to our office and look forward to working with you.

Please let me know if you have any questions.

Thanks,



Jeffrey Mendes
Elections Operations Manager
Representing Julie Marcus, Supervisor of Elections
13001 Starkey Rd., Largo, FL 33773
(727) 464-6110
jmendes@votepinellas.gov
Facebook: [PinellasCountySOE](https://www.facebook.com/PinellasCountySOE)
Twitter: [@VotePinellas](https://twitter.com/VotePinellas)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. -- F.S. 668.6076

Conforme a la legislación de Florida, las direcciones de correo electrónico son registros públicos. Si no desea que su correo electrónico se divulgue como respuesta a una solicitud de registros públicos, no envíe un correo electrónico a esta entidad. En su lugar, póngase en contacto con esta oficina por teléfono o por escrito. -- F.S. 668.6076

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into as of the 18th day of January 2023, between JULIE MARCUS, Supervisor of Elections, Pinellas County, Florida, hereinafter referred to as "Licensee", and the City of Tarpon Springs, Pinellas County, Florida, hereinafter referred to as "Licensor."

WITNESSETH:

1. **PREMISES.** Licensor hereby grants to Licensee the right to use of portions of the following described properties (hereinafter, "Premises") for the limited purposes set forth herein:

Tarpon Springs Public Library
138 E Lemon St,
Tarpon Springs, FL 34689

2. **USE.** Licensee shall utilize the Premises to establish and maintain a secure ballot intake station ("SBIS") for the purpose of facilitating the return of mail ballots. The owner, operator, or lessee of the property on which a SBIS is located, or an agent or employee thereof, may not prohibit the solicitation of voters outside the 150' no-solicitation zone during mail ballot return hours. The SBIS shall be an area inside the Premises near the main entrance. The SBIS shall be in an area easily accessible and visible to voters. The Licensor agrees to allow the Licensee to display/store several ballot boxes, supply box, a small table and 2 chairs. The Licensor agrees to provide air conditioning and restroom access for Licensee's agents.

The Licenser agrees to provide the Premises as a SBIS for the following specific dates and times:

March 19, 2024 - Presidential Preference Primary Election

March 9 – March 17, 2024

Monday – Saturday 10 AM – 5 PM

August 20, 2024 - Primary Election

August 10 – August 18, 2024

Monday – Saturday 10 AM – 5 PM

November 5, 2024 - General Election

October 21 – November 3, 2024

Monday – Saturday 10 AM – 5 PM

The Licenser agrees to provide access to the SBIS by Licensee's agents 15 minutes prior to/after the times set forth above. The Licenser agrees to provide access to the SBIS by our Licensee's agents for delivery/pick up of the supplies the Thursday or Friday before the beginning date above and the Wednesday or Thursday following the end date above between the hours of 10:00 a.m. – 5:00 p.m.

3. **IMPROVEMENTS AND MAINTENANCE.** Licensee shall make no permanent or structural changes or alterations to the Premises or any part thereof.

4. **TERM AND TERMINATION.** The initial term of this License shall commence on March 9, 2024, and terminate on March 17, 2024. The subsequent term of this License shall commence on August 10, 2024, and terminate on August 18, 2024. The final term of this License shall commence on October 21, 2024, and terminate on November 3, 2024.

5. **LICENSE FEE.** As consideration for the use of the Premises as described in Paragraph 2, Licensee agrees to pay Licenser a total sum of \$100, the receipt and sufficiency of which is hereby acknowledged by the Parties.

6. **SIGNS.** No permanent signage of any kind shall be permitted by Licensee on the Premises.

7. **ASSIGNMENT.** Licensee shall not assign or sublicense this License or any rights granted hereunder without the prior written consent of Licensor.

8. **OBSERVANCE OF LAWS.** Licensee agrees to observe and comply with all laws, rules, requirements, orders, directives, codes, ordinances, and regulations of any and all government authorities or agencies with legal jurisdiction regarding the use or occupancy of the Premises during the term of this License.

9. **AMENDMENT OF THE LICENSE.** This License may be amended only by mutual written agreement of the parties hereto.

10. **CONTACT INFORMATION.**

A. For Licensor:

First Contact: Cari Rupkalvis 727-943-4922 ext. 6012
Library-related inquiries

Second Contact: Judy Staley, 727-938-3711 ext. 2275
City-related inquiries

B. For Licensee:

- Jeff Mendes, 464-6110, 366-9901 (cell), jmendes@votepinellas.gov
- Tim Closterman 464-6108, 642-2919 (cell), ticlosterman@votepinellas.gov

Contact us immediately if an employee *mistakenly* accepts a ballot and/or you find ballots in your drop box, and we will send an agent to pick them up.

- For all other inquiries:
Jeff Mendes, 464-6110, 366-9901 (cell), jmendes@votepinellas.gov

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the
date set out above.

WITNESSES:

LICENSEE: Julie Marcus, Supervisor of Elections

By: _____
Print Name Jeff Mendes
Print Title Elections Administrator

WITNESSES:

LICENSOR: City of Tarpon Springs

By: _____
Print Name _____
Print Title _____

AGREEMENT FOR POLLING PLACE

Julie Marcus, Supervisor of Elections, 13001 Starkey Road, Largo, FL 33773

Precinct 703/710

(Precincts 703/710/711 - Municipal Elections- March 11, 2025)

THIS AGREEMENT by and between JULIE MARCUS, Supervisor of Elections, Pinellas County, Florida and the owner of the polling place at this location:

Tarpon Springs Community Center
400 S. Walton Ave.
Tarpon Springs, FL 34689

The owner agrees to provide a polling place for holding the:

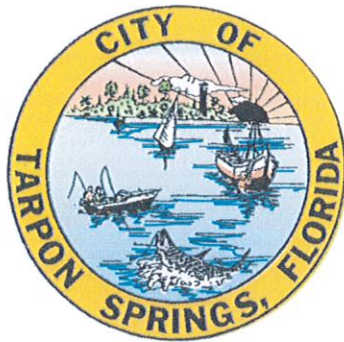
Presidential Preference Primary & Municipal Elections-Tuesday, March 19, 2024
Primary Election- Tuesday, August 20, 2024
General Election - Tuesday, November 5, 2024
Municipal Elections, Tuesday, March 11, 2025

- 1. The polling place premises shall be described as the MAIN HALL and shall encompass these areas: polling place room, hallways and walkways to and from the polling place room to the polling place building entrance, parking and 150 ft. from the building entrance (180 degree area). The owner, operator, or lessee of the property on which a polling place or an early voting site is located, or an agent or employee thereof, may not prohibit the solicitation of voters outside of the no-solicitation zone during polling hours.
- 2. To allow the setup of voting equipment by Poll Workers the day before the Election.
Instructions for Precinct Clerk: Poll Workers set up voting equipment between 7:20 pm and 9:20 pm on Monday.
- 3. To provide access to polling place ON ELECTION DAY by one of the following means:
Owner will open polling place at 5:30 a.m. (If Poll Workers are allowed to set up prior to Election Day.)
- 4. To provide access to premises to deliver/pick up voting equipment before and after each election. The days/hours facility is open for equipment delivery/pickup (by delivery company):
Must call prior to delivery
Delivery Hours - Monday - Friday (7:00 AM - 6:00 PM)
- 5. The Supervisor of Election agrees:
To pay the owner To pay the owner \$300.00 for the use of this location for each county-wide election. \$-0- for the use of this location for each Municipal Election.
for the use of this location for each election.
Mail Agreement & make check payable to: Tarpon Springs Community Center Make check payable to: City of Tarpon Springs
- 6. Polling Place Contact Information (A minimum of 2 contacts needed):
Duffy Smith: Recreation Supervisor: 942-5628(office)
Brooks Fountain, Rec Leader: 942-5628(office)/813-447-9307(cell)
Polling Place Phone: 942-5628, 942-2605
Emergency Number: Brooks Fountain 813-447-9307 (cell)
- 7. Owner Verification
Please return a signed Agreement for Polling Place in the enclosed envelope with any special instructions and retain a copy of the Agreement for your file.

Signature: _____ Date: February 14, 2023
Print Name: Mark G. LeCouris, City Manager Phone: 727-938-3711
Email: ~~dsmith@ctsf.us~~ mlecouris@ctsf.us ☐ I prefer to communicate via email.

Supervisor of Elections
Authorized Signature _____ Date: _____

INSURANCE STATEMENT: Pinellas County is Self-Insured in accordance with Section 768.28 of Florida Statutes to the full extent permitted by the applicable laws of the State of Florida for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its Officers or Employees.



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 *AL*
FROM: Anela Saday, CPPB, Senior Procurement Analyst *AS*
DATE: 02/14/2023
SUBJECT: Award File No. 230094-C-AS, Printer Lease and Support Services, Utilizing Florida State Contract No. 44000000-NASPO-19-ACS

RECOMMENDATION:

Award File No. 230094-C-AS, Printer Lease and Support Services, Utilizing Florida State Contract No. 44000000-NASPO-19-ACS to Toshiba Corporation, CIT Bank N.A. d/b/a Toshiba Financial Services Under License (Toshiba), effective February 27, 2023 through February 26, 2027, in an estimated amount not to exceed \$160,000.00, for Departments Citywide. This amount includes a 10.5% contingency for additional equipment and supplies should the City requirements change. Purchase orders will only be issued against approved budgets.

BACKGROUND:

The purpose of this contract is to replace the City's desktop, multifunction printer (MFP) lease and maintenance services and support (MSS) contract (170165-C-RS) which expires February 26, 2023. The City has used the original equipment since the BOC awarded the contract to Hewlett-Packard, Inc., HP Financial Services (HP) in 2017. The obsolescence of the technology, age of the equipment, and daily usage thereof, makes them increasingly harder for HP to service and find replacement toner and parts. This prompted staff to seek other solutions that would meet the City's printing needs and sustainability objectives, while securing the best overall value. Procurement Services and the IT Department worked in tandem to research, test, and price printer solutions and services from Toshiba, using the competitively bid Florida State Contract from NASPO, and requested pricing from HP on a comparable new MFP model using the cooperative Sourcwell Contract No. 081419-CDW. Staff met with vendor representatives to negotiate a new contract and best pricing. These efforts resulted in a proposed 62.5% discount off retail pricing for the Brother Workhorse MFC printer model from Toshiba, plus a rebate of \$3,766.04, to cover the cost to ship the old printers back to HP, a 22.6% discount off Florida State Contract pricing for high desktop MFP copies (black & white), and 55.7% off high desktop MFP copies (color) respectively. HP offered a combined discount of 3.68% off the cost per copies, (see Exhibit A - Option & Cost Analysis). The City is currently paying HP \$2,464.24 per month for the printer lease and MSS through February 26, 2023. Thereafter, the cost to stay with HP would increase to an

estimated \$3,633.09, per month to lease new printers and renew the MSS contract, plus the cost of toner cartridges.

Toshiba's proposal would cost the City an estimated \$3,016.73 per month for the proposed Brother Workhorse printer for a 48-month lease, and includes all new printers, consumables, labor/service, and toner for the printer fleet. This equals a difference of \$552.49 per month from the 2017 contract pricing. Additionally, the City is making a conscientious effort to support its sustainability goals to minimize waste by reducing its number of printers from 52 units to 46 units, or approximately 10%, under the new contract. See full proposal and supporting documents, enclosed.

FUNDING: Funds will be identified by using departments as printers are replaced.

Accepted: _____

City Manager

Attest: _____

City Clerk

EXHIBIT A **OPTIONS AND COST ANALYSIS**

Units 2017 HP	Model	Monthly Volume B&W	Monthly Volume Color	Monthly B&W Expense	Monthly Color Expense	Current Lease Payment	Monthly Annual Expense
48	HP PWE58650dn	46,885	19,255	\$657.09	\$759.74	\$1,047.41	\$2,464.24
3	HP Page Wide Pro MFP 772dw						
1	HP PWX586f						
		Current Monthly B&W CPC	Current Monthly Color CPC	Monthly B&W Expense	Monthly Color Expense	Current Lease Payment	Monthly Annual Expense
		\$0.0127	\$0.0487	\$657.09	\$759.74	\$1,047.41	\$2,464.24
Units 2023 HP	Model	Monthly Volume B&W	Monthly Volume Color	Monthly B&W Expense	Monthly Color Expense	Proposed Lease Payment	New Monthly Annual Expense
48	HP Color Laser Jet Managed MFP E57540 Series	46,885	19,255	\$632.94	\$827.97	\$2,172.18	\$3,633.09
3	HP PWO772		5,334		\$157.89		\$157.89
1	HP PWE 58650		10,668		\$458.72		\$458.72
Proposed		Monthly B&W CPC	Monthly Color CPC	Monthly B&W Expense	Monthly Color Expense	Lease Payment	Monthly Annual Expense
	HP Color Laser Jet Managed MFP E57540 Series	\$0.0135	\$0.0614				
	HP PWO772	\$0.0056	\$0.0296				
	HP PWE 58650	\$0.0090	\$0.0431				
		Black Cartridge (Each)	Color Cartridge (Each)				Monthly Cartridge Cost
	E57540 Series	\$216.00	\$255.85				TBD
	HP PWO772	\$112.00	\$157.89				TBD
	HP PWE 58650	\$99.00	\$143.70				TBD
Units TOSHIBA	Model	Monthly Volume B&W	Monthly Volume Color	Monthly B&W Expense	Monthly Color Expense	48 Month Lease Payment	Monthly Annual Expense
52	Brother Workhorse MFC- L9570CDW Color MFD (62.5% off retail)	46,885	19,255	\$689.21	\$1,193.81	\$1,133.71	\$3,016.73
Proposed		Monthly B&W CPC	Monthly Color CPC	Monthly B&W Expense	Monthly Color Expense	Current Lease Payment	Monthly Annual Expense
		\$0.0147	\$0.0620	\$689.21	\$1,193.81	\$1,133.71	\$3,016.73

INVESTMENT SUMMARY

Red = City's current monthly expense with HP; **Gray** = HP's new proposed rates, and **Blue** = Toshiba's proposed rates on a 48-month lease and Managed Print Services (MPS). See page (10) of Toshiba's MPS proposal, enclosed. *Monthly copy volumes are estimates based on City's historical usage.

Other Options:

- Cost to buyout current HP 2017 lease on existing printers = \$8,013.75
- Cost to buyout current HP lease and auction printers = \$8,013.75 -? (Due to the age and wear of the current printers, it is unknown if the City will recoup the cost to buyout the lease).
- Estimated cost to ship printers back to HP = \$3,000 – \$3,500. Toshiba agreed to provide this service with the new agreement and offered a rebate of \$3,766.04 to cover all shipping costs.

2023 HP Quote Comparison Summary:

- Purchase new HP Color Laserjet MGD MFP E57540DN printers via Sourcewell Contract No. 081419-CDW = \$1,969 per unit; \$96,481 = 49 units, plus cost of new Maintenance Services and Support (MSS) contract.
- Lease new HP printers = \$2,172.18 per month plus new MSS contract
- New HP MSS Contract on proposed HP Color printer: Per copy = \$0.0135 B&W and \$0.0614 color; and per toner cartridges = \$216.00 B&W and \$255.85 Color. The MSS contract payment varies based on City's monthly usage. Estimated HP MSS monthly payment = \$1,444.58, per month under the new contract pricing.

Comparison Summary of new monthly investment: (lease option with print [MPS/MSS] services):

- TOSHIBA = Estimated \$3,016.73 per month – Staff's recommendation (Estimated savings over 48-months = \$29,585.28)
- HP = \$3,633.09 per month

MANAGED PRINT AS A SERVICE RECOMMENDATION



PREPARED FOR:

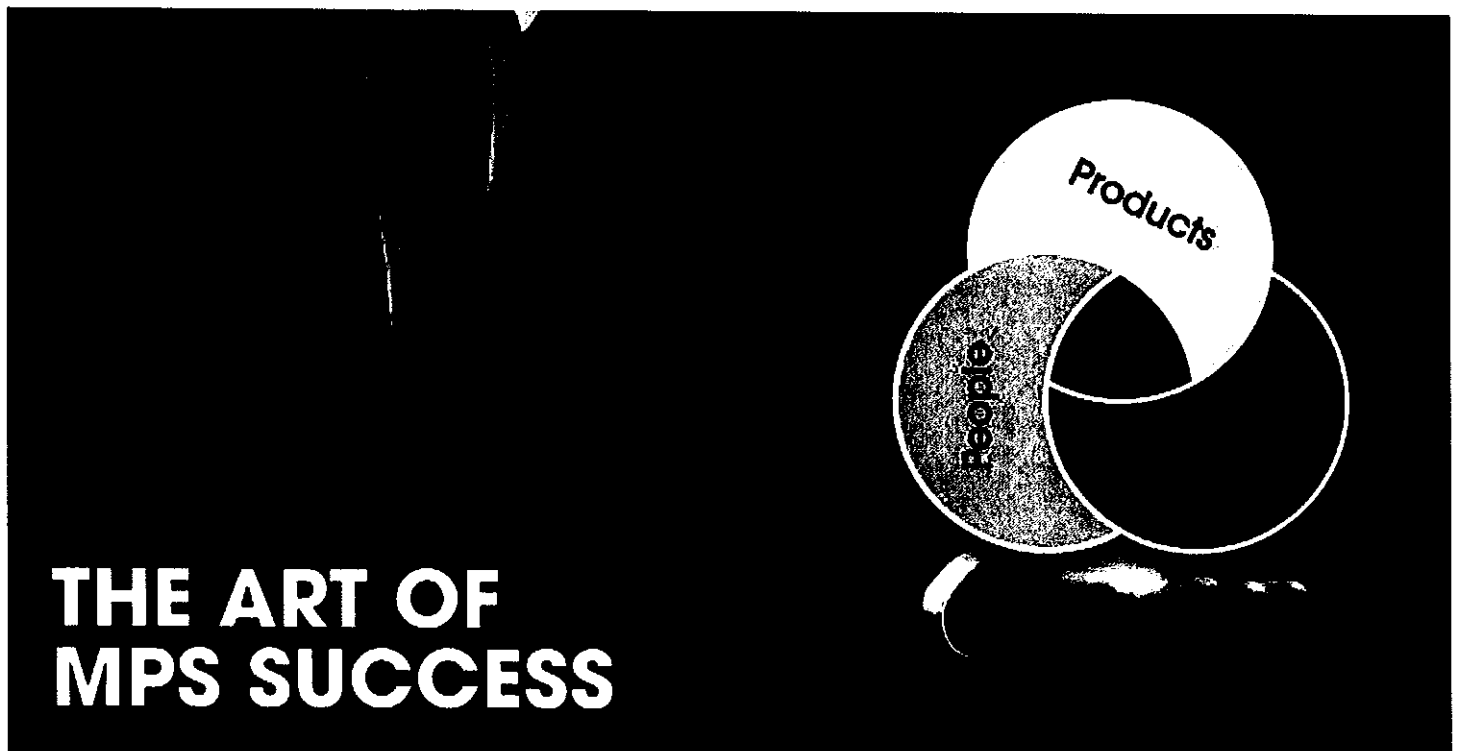
City of  **Tarpon**
Springs

Prepared By:
MPAAS Specialist Darrell Brown
Major Account Manager Timothy LaVere

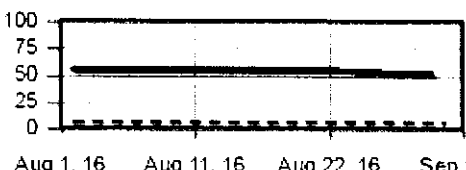
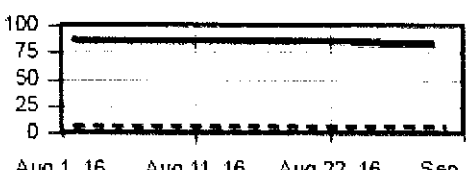
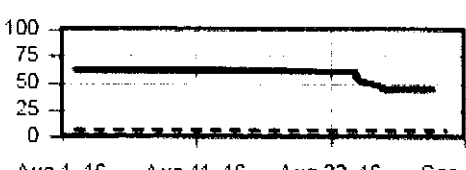
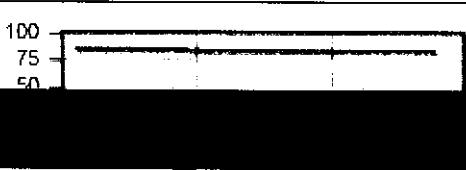
Date Prepared: UPDATED 1/27/2023 and valid through 2-17-2023

CONTENTS

- Page Smart Program Description and Information
- Managed Print as a Service description
- Why Toshiba Managed Print
- Investment Schedule
- Implementation Plan



PageSmart Portal

Part Name	OEM #	Est. Delivery Date	Toner Level
Black Toner/Ink/Wax	CF360X	02/09/2018	
Cyan Toner/Ink/Wax	CF361X	07/10/2018	
Magenta Toner/Ink/Wax	CF363X	08/07/2017	
Yellow Toner/Ink/Wax	CF		

? 4 Part(s) Found.

Special Supply Request

Supply Request

Part Name:

Magenta Toner/Ink/v

Request Reason:

Request Reason is required

Notes:

Large Upcoming Print Job
Missing Shipment
Defective Supply
Supply Needed
Stale

Save

- Special Requests
- Non-Reporting
- Manual Orders

PageSmart Portal



Reporting

Create Report

Customer:

Division:

6035 - Asset List Worksheet

This report is filtered for devices reporting in the last 90 days. When making changes to the current environment, please highlight any changes and email it to the PageSmart team at PageSmart@tbs.toshiba.com

[Download Excel](#)

4320 - Print Count Report

The print count report allows you to select custom dates and displays the page volumes of the output devices along with basic device information such as IP, Serial#, Asset#, and location.

From:

To:

[Download Excel](#)

4436 - End User Shipping Report

The end user shipping report lists actual supply shipments for managed print devices during the specified time period. The report includes order number, tracking number, and the end user address to which the order was shipped.

From:

To:

[Download Excel](#)

- Print Volumes
- Shipments
- Fleet Reporting
- Asset Lists

EMPOWERING THE ART OF BUSINESS



At Toshiba, we are focused on helping businesses better control their productivity and profitability by delivering innovative imaging products and content solutions.

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. (TABS) is an independent operating company of Toshiba Corporation, one of the largest integrated electronics and electrical equipment companies in the world with more than 140,000 employees globally and annual sales surpassing \$37 billion. TABS is a leading managed print and content solutions provider with experts that help organizations print smarter, improve workflow and communicate better.

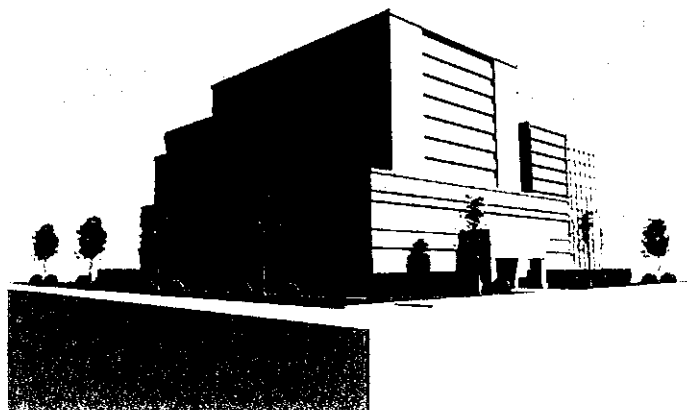
Our current and future commitment is to continue to improve and enhance the functionality and capabilities of our digital imaging products and content solutions. Toshiba invests more than 6% of its annual revenue to Research & Development and deploys a network of R&D centers around the world. In an average year, Toshiba Corporation is awarded more than 5,000 patents, many of which find their way either directly or indirectly into our multifunction office solutions products.

OUR MISSION

As a technology company, we go way beyond printing. We are a creative and nimble organization that empowers our people to do whatever it takes to help our clients succeed.

OUR VISION

Empowering new and better ways to deliver ideas and information.



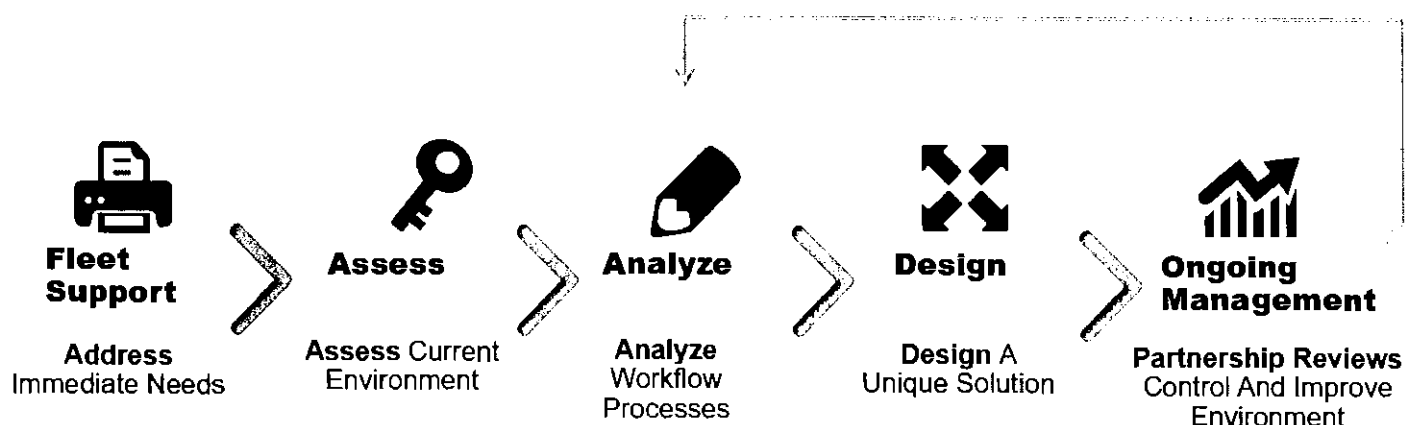
TOSHIBA'S MANAGED PRINT PROGRAM



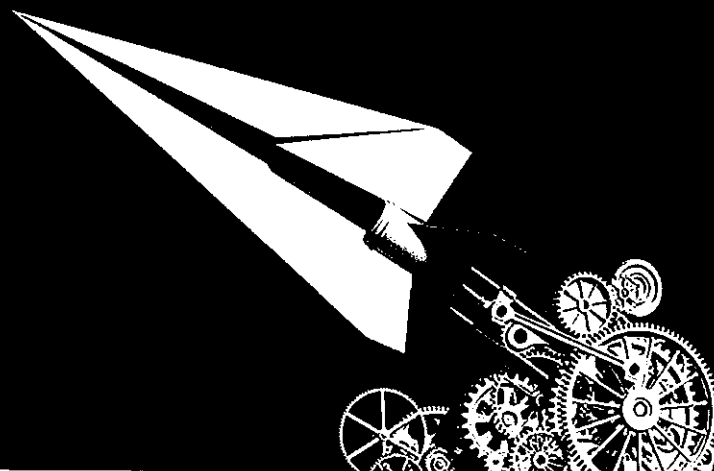
WHAT IS TOSHIBA'S MANAGED PRINT PROGRAM?

It's everything...MPS is the art of consolidating a thousand complex parts to just a few simple ones. Everyone is trying to do more with less, Toshiba's MPS has a proven process to partner with your organization to achieve your goals for your print environment.

- Through our assessment process, Toshiba will identify what is working for your organization's print resources and what is not. We create a **unique, all-inclusive** solution tailored to you - keeping expenses, efficiencies, environmental concerns, and security exposure at the forefront.
- Of course, the end result is what matters most - gaining **clarity** and **control** of your printing and document environment in order to help your organization cut costs, boost productivity, and streamline workflows.
- Our engagement doesn't stop there though. We view our **partnership** as an ongoing one. Assessing your current situation, optimizing new processes, and managing your printer fleet is just the start. As your needs change, we will continue to develop new ways to help you improve - assessing, optimizing, and managing these changes time and time again.



TOSHIBA MANAGED PRINT PROGRAM



WHAT IS TOSHIBA'S MANAGED PRINT PROGRAM?

In today's business climate, reducing and controlling costs is more important than ever. Many organizations overlook the cost of managing documents as an opportunity for savings.

Toshiba's Managed Print Services is a true client-focused practice that incorporates everything from device management and maintenance of numerous brands to the supply of consumables. It addresses a commitment to decrease paper consumption and power use, while also eliminating waste.

Toshiba's Managed Print Services provides outstanding service and keeps your operation running smoothly by including the following components:

- Automated toner replenishment
- High-quality toner and parts for your laser printers, regardless of brand
- National on-site service
- Convenient online portal for service requests and reporting
- Proactive service monitoring

We have saved companies up to 40% and streamlined their operations by:

- Immediately reducing printing costs – you pay one fixed cost-per-page price that includes toner, consumables, parts and service; you only pay for what you use
- Enhancing your investment in the equipment you already own
- Simplifying procurement, budgeting, delivery, and service for your output fleet
- Increasing control by providing a single point of accountability for service, supplies and billing

Adopting Toshiba's Managed Print Services offers many benefits. It has yielded clients millions of dollars in annual savings while boosting performance



POWER. ACCESS. TRUST.

We provide state and local governments the power to deliver value to their organizations through access to a competitive procurement process and suppliers they can trust.

OMNIA Partners is the cooperative purchasing organization that is driving excellence in state and local government procurement. Its unmatched breadth of competitively solicited contracts from world-class suppliers streamlines the purchasing process and helps state and local government agencies achieve their strategic goals.

Utilizing the lead public agency contracting model state and local governments rely upon as best practice, OMNIA Partners brings compliance, maximum value and unparalleled efficiencies to the purchasing process.

THE MOST VALUED AND TRUSTED RESOURCE IN PROCUREMENT

OMNIA Partners is the nation's largest purchasing cooperative with the most comprehensive portfolio of products and services from industry-leading suppliers. For a full listing of our contract categories visit our website at omniapartners.com/publicsector.

Managed Print Solutions

Region 4 ESC - TX

Contract Number: R171405

March 1, 2018 to February 28, 2021

Option to renew for two (2) additional one-year periods through February 28, 2023.

RENEWED THROUGH February 28, 2023

About Toshiba America Business Solutions, Inc.

Toshiba America Business Solutions, Inc. (TABS) provides multi-function printers, managed document services, managed print services, and digital signage for businesses of all sizes throughout the United States, Mexico, and Central and South America. The company's award-winning e-STUDIO™ copiers and printers provide quality performance with the security businesses require. TABS provides content creation and management, displays, integration, installation and project management services as well as financing for solutions ranging from a single screen to the biggest arenas and stadiums. For additional information, please visit business.toshiba.com.

Contract Highlights

Competitively solicited and publicly awarded by: Region 4 Education Service Center

Contract #: R171405

Contract Term: March 1, 2018 - February 28, 20

- **Product Solutions Include:**
 - Full Toshiba Product Line for Multifunctional Digital Copiers
 - Toshiba Thermal Barcode Printers
 - Digital Signage Solutions
 - Brother, HP, and Lexmark Printers
 - Brother, Kodak Alaris, and Fujitsu Scanners
 - KIP Wide Format Printers
 - Consumable Supplies for Brother, HP, and Lexmark Printers
 - Document Solutions
- **Managed Print Solutions Include:**
 - Assessment
 - Implementation
 - Training
 - Fleet management
- Delivery, professional installation, and user training
- Nationwide support through our network of wholly-owned and independent authorized service providers
- Local sales, service, and solutions support



THE IMPORTANCE OF MANAGING YOUR PRINT ENVIRONMENT

- ▶ Printing is a major, often unmanaged expense
- ▶ Unmanaged printer fleets tax IT and frustrate users
- ▶ Older printers may present security risks
- ▶ An optimized printer fleet saves money and helps promote a sustainable work environment

WHY SELECT TOSHIBA

- Dedicated Account Management Team
- Removal of old devices and return of devices per HP lease return instructions
- Service - Break/Fix on All New Devices
- Supplies - Toner Auto-Delivered for All Networked Devices
- Reporting That Provides Transparency and Valuable Cost Savings Data
- Hardware Acquisition Strategies That Make Sense for Your Budget
- Simple Volume Management Across All Devices
- The Right Tools to be Successful!

INVESTMENT SUMMARY

Units	Model	Monthly Voume B & W	Monthly Volume Color	Monthly B & W Expense	Monthly Color Expense	Current Lease Payment	Monthly Annual Expense
48	HP PWE58650dn	46,885	19,255	\$657.09	\$759.74	\$1,047.41	\$2,464.24
3	HP PageWide Pro MFP 772dw						
1	HP PWX586f						
		Current Monthly B & W CPC	Current Monthly Color CPC	Monthly B & W Expense	Monthly Color Expense	Current Lease Payment	Monthly Annual Expense
		\$0.0127	\$0.0407	\$657.09	\$759.74	\$1,047.41	\$2,464.24
Model		Monthly Voume B & W	Monthly Volume Color	Monthly B & W Expense	Monthly Color Expense	48 Month Lease Payment	Monthly Annual Expense
52	Brother Workhorse MFC-L9570CDW Color MFD (62.5% off retail)	46,885	19,255	\$689.21	\$1,193.81	\$1,133.71	\$3,016.73
		Proposed Monthly B & W CPC	Proposed Monthly Color CPC	Monthly B & W Expense	Monthly Color Expense	Current Lease Payment	Monthly Annual Expense
		\$0.0147	\$0.0620	\$689.21	\$1,193.81	\$1,133.71	\$3,016.73

Omnia Region 4 not to exceed pricing for Color MFP desktop cost/page.

	BW All Inclusive CPP	CLR All Inclusive CPP
Low	\$0.0350	\$0.1600
Mid	\$0.0280	\$0.1500
High	\$0.0190	\$0.1400

BW CPP discount is 22.6 % off High desktop MFP

Color CPP discount is 55.7% off High desktop MFP

RED is current and BLUE is proposed

When approved by 2-14-2023 or before, proposed includes a **\$3766.04 rebate** of 2 months of base charges plus more to absorb the \$3000.00 updated amount to return all HP desktop devices to the designated address in Georgia.

MPS pricing includes all parts, consumables, labor/service, and toner for printer fleet. Fleet management and ongoing business reporting is included for MFP and printer fleet under Toshiba's MPS program. Monthly volume allowances can be adjusted to reflect changes within the print environment during the business review process.

IMPLEMENTATION

- Agree to Partnership with Toshiba's MPS Program
- Determine Asset Tags and Establish Help Desk Process
- Discuss Invoicing and Processing
- Schedule Logistics
- Complete Logistics
- Go live, configure, and conduct training.
- Schedule follow up review cadence for ultimate client satisfaction



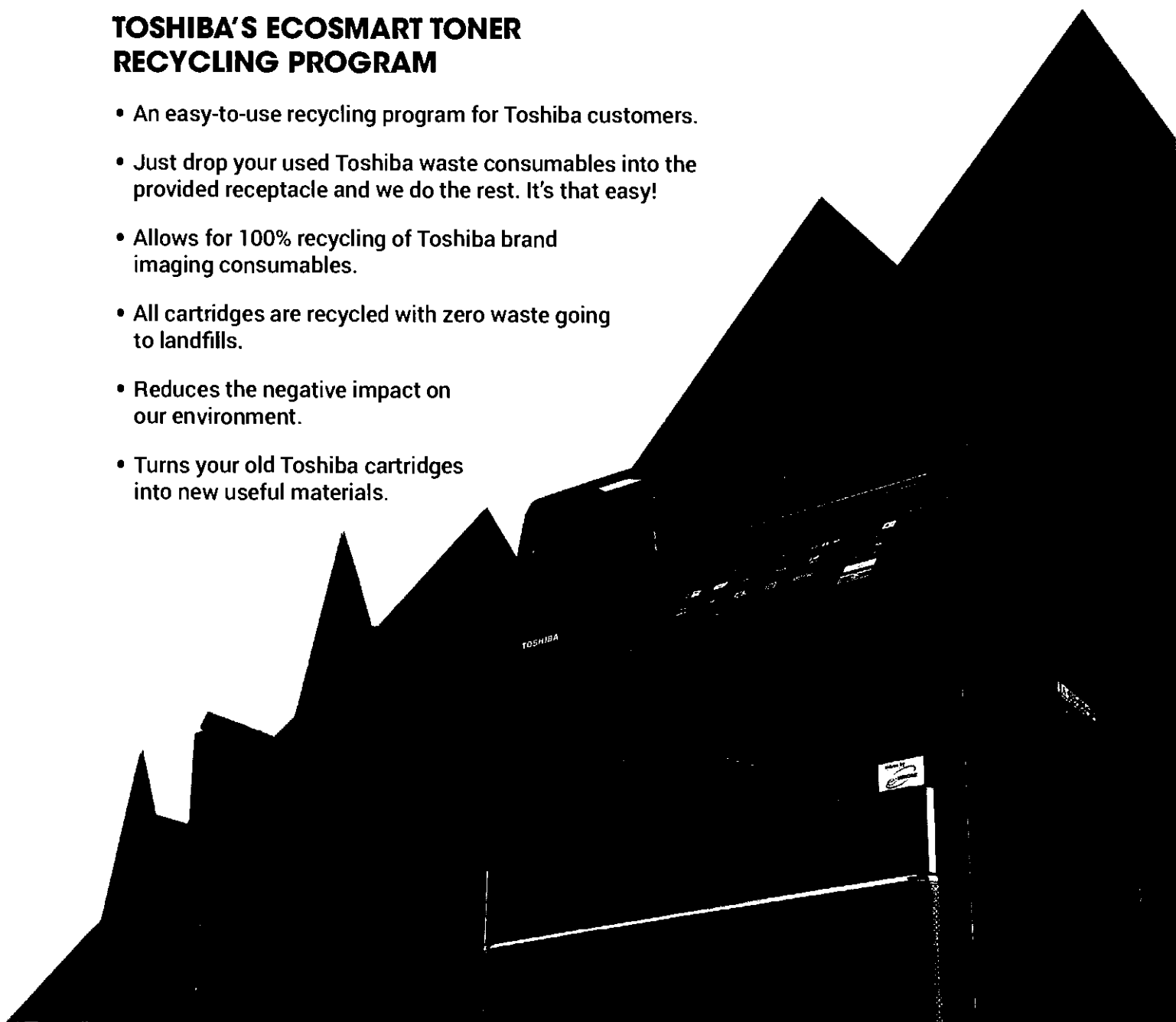
TOSHIBA

MAKING A GREENER WORLD, ONE USED CARTRIDGE AT A TIME

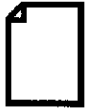
Toshiba's EcoSmart Toner Recycling Program is part of our commitment to the environment and to our customers. Toshiba customers can recycle Toshiba spent imaging supplies and turn a growing problem into an innovative solution.

TOSHIBA'S ECOSMART TONER RECYCLING PROGRAM

- An easy-to-use recycling program for Toshiba customers.
- Just drop your used Toshiba waste consumables into the provided receptacle and we do the rest. It's that easy!
- Allows for 100% recycling of Toshiba brand imaging consumables.
- All cartridges are recycled with zero waste going to landfills.
- Reduces the negative impact on our environment.
- Turns your old Toshiba cartridges into new useful materials.



PrintReleaf empowers businesses to certifiably reduce the environmental impact of using forest products by automatically planting trees across a global network of reforestation projects.



PAPER

PrintReleaf Exchange integrates with your company's existing print software to measure your paper consumption in realtime.



PLATFORM

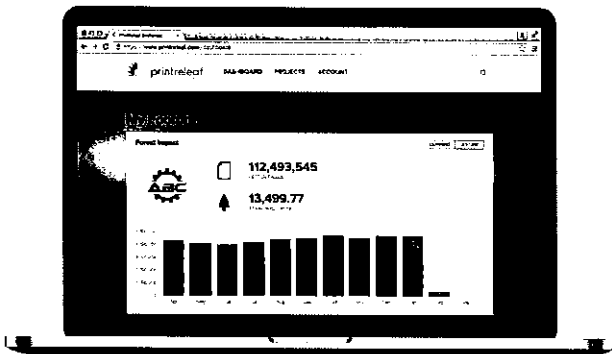
PrintReleaf Exchange reverse-calculates how many trees were deforested to harvest your forest footprint.



TREES

Your forest footprint is automatically reforested at global reforestation projects of your choice

PRINTRELEAF EXCHANGE



PrintReleaf measures paper consumption through technology integrations with popular Managed Print Services (MPS) print monitoring software applications and OEM databases which capture the required paper consumption data (meter data) to drive the PrintReleaf service.

PrintReleaf plants trees through a network of certified reforestation projects located around the world. Once trees are planted, PrintReleaf administers an 8 year audit process to track the progress and survivability of the trees.

Third party verification and reporting services are provided by a certifying body (CB) - SGS International – a leading international forestry auditor. The verification process is visible to the customer in PrintReleaf to provide transparency and certification. PrintReleaf provides a way for customers to actively participate in sustainable business practices and certifiably replace what they take from the world's forests.

PRINTRELEAF VALUE

PrintReleaf unlocks more collective shared value than just reforestation.



ENVIRONMENTAL HEALTH

Guaranteed reforestation and 100% net survival of all trees per the PrintReleaf Standard.



CERTIFICATION

Independent certification and verification provided by SGS International.



JOBS

New jobs to communities where we plant trees.



TECHNOLOGY

Patent-pending technology and engaging user experience.



BRANDING

Automated promotion to both partner and customer social media channels.



AUTOMATION

End to end automation for the entire offering.

For more information on PrintReleaf, please contact your Toshiba sales rep or visit business.toshiba.com

GOING GREEN HAS NEVER BEEN EASIER

With our collection program, you can recycle Toshiba toner cartridges, drum units and toner bags in order to eliminate the negative impact such waste materials typically have on our environment.

TURN EMPTY TOSHIBA TONER CARTRIDGES INTO A NEW PARK BENCH

If you were to take all the used cartridges discarded each year in the U.S. and place them end to end, they'd circle the earth three times. Used Toshiba imaging consumables are collected and turned into other useful products—all with zero waste to landfill and zero incineration. Our revolutionary eLumber made from 100% recycled plastics. It saves trees while preventing the type of landfill that normally requires 450 years to decay. And because eLumber is UV retardant, waterproof and insect-proof, it's ideal for fences, various landscaping applications, and outdoor furniture.

PITCH IN

As part of this environmentally-savvy program, you can turn all your Toshiba imaging product waste materials into something productive, including the recycling of Toshiba toner cartridges, toner bags, drum units, and more.

1. We provide the recyclable collection boxes.
2. You discard the waste materials.
3. When it's full, it's picked up.

It's an easy way to help save our environment while demonstrating your company's dedication to do so. Instead of allowing difficult-to-process mixed plastics, toner powders, inks, and sponges to pollute the earth and contribute to a growing problem, together we can take part in an effective solution. Here at Toshiba, we realize that while it's important to be environmentally responsible within our own company, we can do even more by helping our customers pitch in, too.



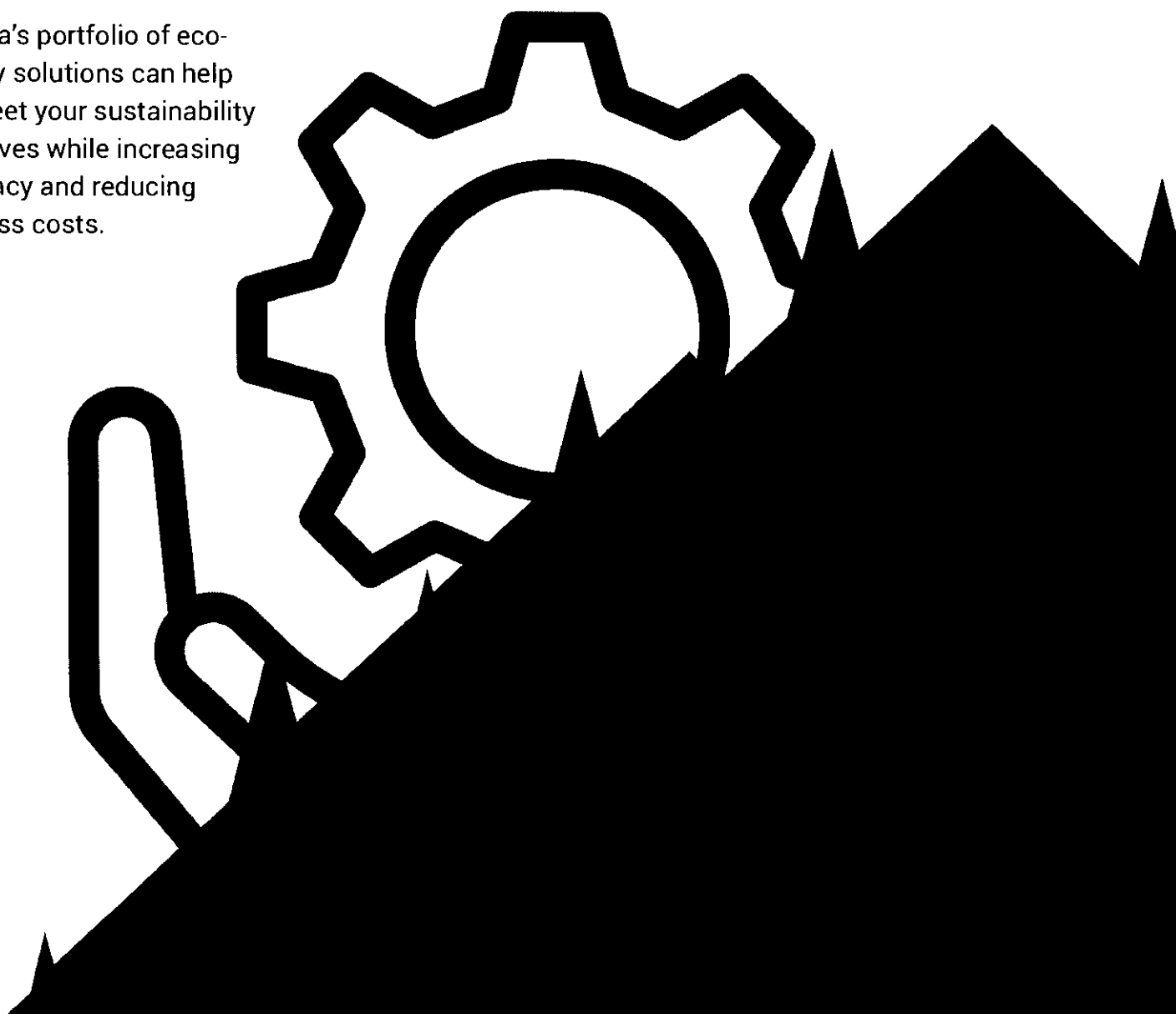
Contact your Toshiba Authorized Dealer or visit business.toshiba.com to learn more

TOSHIBA



EMPOWERING THE ART OF GOING GREEN

Toshiba's portfolio of eco-friendly solutions can help you meet your sustainability objectives while increasing efficiency and reducing business costs.



TOSHIBA

REDUCE. THE TREES WILL THANK YOU.

One of the easiest places to start reducing your eco impact – while saving money – is with printing. Toshiba will collaborate with you to identify a solution that will best enable your business to print smarter, safer, leaner and greener.

MORE ADVANCES IN PRINTING SOLUTIONS.

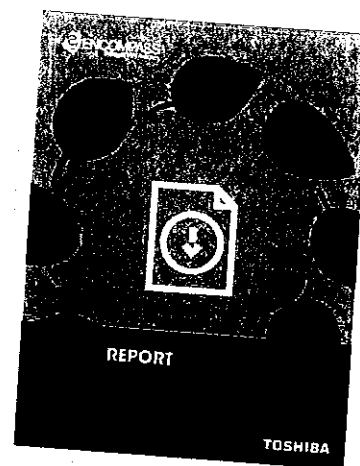
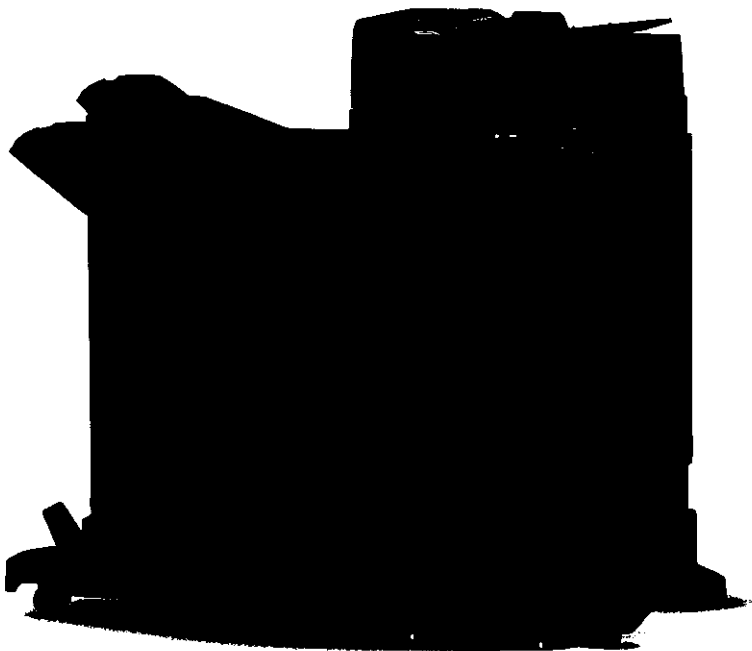
Our waste-reducing print software solutions let you manage printing across your entire fleet and improve print efficiency with solutions like secure print release, where pages are “released” by end-user authentication, reducing waste by eliminating abandoned print pile up, saving both paper and toner. We offer an energy manager application that controls and manages the energy settings on your entire fleet of printers as well as PCs and servers. In addition, it optimizes energy consumption during non-peak hours to take full advantage of energy savings.

THE SMALLER THE FOOTPRINT, THE LARGER THE SAVINGS.

While others may be talking green, at Toshiba, we’ve been busy developing programs to help businesses like yours reduce, reuse and recycle. Whether it’s turning used toner cartridges into park benches or manufacturing the world’s first Eco MFP, Toshiba is an environmental leader. We have the tools and know-how to help you meet your eco-friendly objectives. And it’s easy to get started. Our experts will perform a free analysis of your organization’s environmental footprint and then provide solutions that will help you increase your green efficiency while saving money.

TOSHIBA’S ENCOMPASS GREEN REPORT.

Toshiba’s Encompass Green Report provides clear, fact-based measurements of your office printing environmental footprint including energy consumption, carbon emission, paper usage and cartridges. It provides an easy comparison of current and future printing sustainability, reductions and savings. Toshiba’s Encompass Green Report also estimates your annual environmental impact in terms of number of trees consumed, waste water produced, paper and cartridge solid waste generated.



Toshiba will show you the many ways your business can run more economically and eco-friendly.

TOSHIBA

REUSE. RECYCLE. WHAT GOES AROUND COMES AROUND.

What began as turning in used soda bottles for a few extra cents has turned into worldwide recycling efforts, with everything from old tires to new grocery bags. Toshiba carefully considers each material used for every part and what methods we use to manufacture them.

- **MEASURE YOUR ENVIRONMENTAL FOOTPRINT**
- **LEARN THE VALUE OF GREEN SAVINGS**
- **HAVE A POSITIVE IMPACT IN THE ENVIRONMENT**

WHAT TO MAKE OF ALL THE WASTE

At Toshiba, we use advanced processing in order to keep certain materials separate for recycling purposes while eliminating the use of others altogether. Shipping crates and pallets are made with 100% recycled cardboard. Toner cartridges can be recycled with zero waste to landfill as part of Toshiba's EcoSmart Toner Recycling Program. This allows for 100% recycling of Toshiba consumable supplies such as cartridges, drum units and toner bottles. Products that were once considered unusable are now being made into eLumber for the construction of park benches and other outdoor furniture and structures.

WE'VE WORKED HARD TO MAKE IT EASIER FOR ALL OF US TO GO GREEN.

Together with several other manufacturers, Toshiba formed Electronic Manufacturers Recycling Management to provide convenient ways to recycle consumer electronics goods. In addition to that, we have partnered with SIMS Recycling Solutions, to offer customers a means to recycle any copier, printer, MFP, fax machine, computer, tablet and television. We realize that short-term productivity must support long-term sustainability, for our business as well as yours. Many of our products are RoHS Compliant and EPEAT Gold Registered in the global registry for greener electronics. Through the responsible collection, treatment, recycling and recovery of the products we build, Toshiba is also WEEE compliant.



THE PATH TO A SMALLER CARBON FOOTPRINT.

We've put together an entire program to help both our business and yours reduce, reuse and recycle. It's simple, of course. That way, everyone is more likely to participate. So, let us help you become the most sustainable you can.



ENCOMPASS ECOSMART EVALUATION

We'll come out and evaluate your current power usage, entire printer fleet, document management procedures and recycling efforts. Then we'll show you how you can reduce your carbon footprint.



GREENER MANUFACTURING

Toshiba employs strict Green Procurement Guidelines. The guidelines are geared toward creating "Environmentally conscious products". The entire process decreases the negative environmental impacts at each stage of the products life; selection of raw materials, manufacturing process, circulation, consumption, and end of life/recycling.



GREENER PRODUCTS

Most e-STUDIO models Typical Electrical Consumption, or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost. Printing is duplex by default and includes an omit blank page function, while our Super-Sleep Mode uses only 1 watt of power. In addition, the e-STUDIO4508LP uses erasable toner so you can reuse the paper again and again.



GREENER PRINTING

Save money on printing costs while saving the environment. Eco-friendly print solutions and an energy management application allow you to manage printing across your entire fleet, improve print efficiency and optimize energy consumption.



ENVIRONMENTAL PROGRAMS

Toshiba offers its customers the Toshiba EcoSmart Recycling program. That means you can recycle used Toshiba cartridges and zero waste goes into landfills. Better yet, it goes into making waterproof, insect-proof eLumber. We provide the collection boxes, you discard the waste, and schedule a pickup. And we have partnered with PrintReleaf, where clients can offset the effects of their printing by having trees replanted in a reforestation project of their choice.

Let Toshiba show you how to help the environment and your bottom line.

business.toshiba.com

NASPO ValuePoint
PARTICIPATING ADDENDUM
STATE OF FLORIDA



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: 140604

Contractor: **Toshiba American Business Solutions Inc.**

Participating State: Florida, Agreement No. 44000000-NASPO-19-ACS

1. **Scope:** This Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the State of Florida and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.
2. **Order of Precedence:**
 - a) This Participating Addendum and all Amendments;
 - b) State of Florida Additional Special Contract Conditions;
 - c) State of Florida Special Contract Conditions;
 - d) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
 - e) An Order issued against the Master Agreement;
 - f) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
 - g) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - h) The Contractor's Supplemental Documents, including all Attachments.
3. **Term of the Participating Addendum:**
 - a) **Initial Term:** The initial term of this Participating Addendum will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through December 31, 2021, unless terminated earlier, in accordance with the Special Contract Conditions.
 - b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in this Participating Addendum. The Contractor and Purchasing Entities may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.
4. **Product Offerings:** The Contractor is authorized to provide the Products listed below:
 - **Group A – MFD, A3**
 - **Group C – Production Equipment**
 - **Group D – Single-function Printers**
 - **Group E – Large/Wide Format Equipment**
 - **Group F – Scanners**
 - **Managed Print Services (MPS)**

NASPO ValuePoint

**PARTICIPATING ADDENDUM
STATE OF FLORIDA**



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

5. **Service Offerings:** The Contractor is authorized to provide Services listed below:

- **Managed Print Services – Attachment F (Toshiba MPS Statement of Work Template)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Customer and Contractor.
- **Maintenance Agreements:**
 - Automatic renewals are not permitted under the Master Agreement
 - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet
 - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades
 - **Customer-Owned Equipment** - Customers may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase. The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included. The Maintenance Agreement shall not be subject to automatic renewals.
 - **Lease or Rental Equipment** - Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased or rented by a Customer. The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

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

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

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

Exhibit A – Additional Special Contract Conditions

Exhibit B – Special Contract Conditions

NASPO ValuePoint
PARTICIPATING ADDENDUM
STATE OF FLORIDA



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

6. **Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140604**
7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

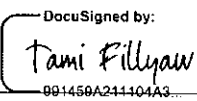
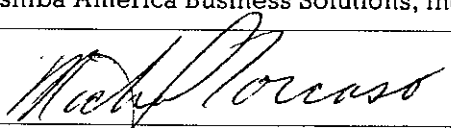
Contractor

Name	Christina Fisher
Address	25530 Commercentre Drive, Lake Forest, CA 92630
Telephone	949.462.6325
E-mail	christina.fisher@tabs.toshiba.com

Participating Entity

Name	Christia Nunnery
Address	4050 Esplanade Way, Tallahassee, FL 32399-0950
Telephone	850.488.8367
E-mail	Christia.Nunnery@dms.myflorida.com

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

Participating State: Florida	Contractor: Toshiba America Business Solutions, Inc.
By:  001450A244404A3...	By: 
Name: Tami Fillyaw	Name: Michael Torcaso
Title: Chief of Staff	Title: Senior VP and CFO
Date: 3/9/2020 3:18 PM EDT	Date: 03/09/2020

NASPO ValuePoint
PARTICIPATING ADDENDUM
STATE OF FLORIDA



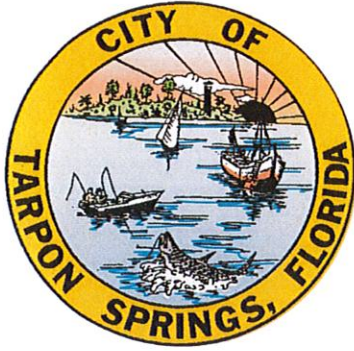
COPIERS AND MANAGED PRINT SERVICES
Led by the State of Colorado

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

**[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org, to support documentation of participation, and to
post in appropriate data bases]**




CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

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

DATE: 02/14/2023

SUBJECT: Reject the Sole Bid Submitted for Bid No. 230091-B-JL Yard Waste Disposal

RECOMMENDATION:

Reject the Sole Bid Submitted for Bid No. 230091-B-JL Yard Waste Disposal to Veransa Group LLC, d/b/a Consolidated Resources Recovery, for reasons stated in the background.

BACKGROUND:

The purpose of this contract is to provide labor, equipment, and materials to remove and dispose of yard waste from the Yard Waste Facility. Pricing is firm for the five (5) year contract period. This bid was broadcast to over 492 Demandstar.com possible companies, the bid was downloaded by 20 planholders/companies/other bid advertisers, with only one response received. A single bid analysis was performed. Out of seven (7) planholders/companies surveyed three responses received were: the volume of material that needs to be processed is not sufficient for the mobilization for our company; scope of work is beyond my company's ability to fulfill; and one company chose not to bid based amount of workload not being enough for their company.

Recommend rejecting the bid for the basis that the proposed cost \$741,750, would increase current yard waste fees that would then influence the amount of customers currently utilizing the facility. Recommend re-bidding the services with a change in scope to minimize operating costs and provide for more competition (see attached memo).

FUNDING: N/A

Accepted by: _____
City Manager

Attest: _____
City Clerk

Tabulation

For

Bid No. 230091-B-JL

Yard Waste Disposal

Wednesday, January 25, 2023 @ 3:00 p.m.

Company	Year One	Year Two	Year Three	Year Four	Year Five
Consolidated Resource Recovery, Inc. Sarasota, FL	\$741,750	\$778,810	\$802,198	\$826,828	\$851,079

Broadcast: 492

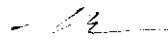
Planholders: 20

Responses: 1



**Public Works Department
Office of the Director**

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director - 

Date: February 8, 2023

Subject: Disposal of Material from Yardwaste Facility

I recommend rejecting Bid # 230091-B-JL, Yard Waste Debris Removal Services from Consolidated Resource Recovery – Veransa Group, the only bid we received.

Changes will be made to the scope of services to include site processing (grinding), an increase to amount of material on site at any given time, and the discontinuation of plastic bags. We hope these changes will help to lower the operating cost, and to become more reasonably in-line with other yardwaste entities.

Disposal rates for Pinellas County, Hillsboro County, Pasco County and City of Tarpon Springs are listed below:

- Pinellas County - \$47.75 per ton disposal fee
- Hillsboro County - \$44.55 per ton disposal fee
- West Pasco Resource Recovery Facility & East Pasco Transfer Station - \$84.86 per ton disposal fee
- City of Tarpon Springs currently pays \$52.00 per ton disposal fee

Attached



City of Tarpon Springs, Florida

898 Levis Ave.
Tarpon Springs, FL 34689
(727) 943-0067

**EFFECTIVE
FEBRUARY 1, 2007
THE FOLLOWING PRICES WILL BE IN
EFFECT:**

COMMERCIAL USERS AND OTHERS NOT PAYING THE CITY FOR SANITATION SERVICES MAY DISPOSE OF YARD WASTE AT A COST OF \$52.00 PER TON WITH A MINIMUM CHARGE (LESS THAN 769 POUNDS) OF \$20.00.

CITY RESIDENTS MAY DISPOSE OF HOUSEHOLD ITEMS IN THE DUMPSTERS AT THE RATE OF \$80.00 PER TON WITH A MINIMUM CHARGE OF \$15.00 (LESS THAN 320 POUNDS)

CITY RESIDENTS MAY DEPOSE OF YARD WASTE FOR A CHARGE OF \$5.00 PER TRIP (MAXIMUM OF 5 TRIPS PER MONTH) AS LONG AS IT IS IN A PICK-UP OR A TRAILER NO LARGER THAN 4' – 8' AND THE RESIDENT MUST HAVE A CURRENT WATER BILL AND DRIVERS LICENSE.

CASH AND CHECKS ONLY.

**MONDAY – FRIDAY 7:00 A.M. UNTIL 4:30 P.M.
SATURDAY – 7:00 A.M. UNTILL 12:00 NOON
WE OBSERVE ALL CITY HOLLIDAYS**

Pricing Summary - Option One - Bagged and Bulk

Year One				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal Bagged	1,700 Tons	\$ 90.00	153,000
2	Yard Waste Disposal, Bulk	8,000 Tons	\$ 73.59	588,750
			Estimated Annual Cost - Year One	741,750

Year Two				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal Bagged	1,700 Tons	\$ 94.50	160,650
2	Yard Waste Disposal, Bulk	8,000 Tons	\$ 77.27	618,160
			Estimated Annual Cost - Year One	778,810

Year Three				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal Bagged	1,700 Tons	\$ 97.34	165,478
2	Yard Waste Disposal, Bulk	8,000 Tons	\$ 79.59	636,720
			Estimated Annual Cost - Year One	802,198

Year Four				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal Bagged	1,700 Tons	\$ 100.26	170,442
2	Yard Waste Disposal, Bulk	8,000 Tons	\$ 81.98	655,840
			Estimated Annual Cost - Year One	826,282

Year Five				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal Bagged	1,700 Tons	\$ 103.27	175,559
2	Yard Waste Disposal, Bulk	8,000 Tons	\$ 84.44	675,520
			Estimated Annual Cost - Year One	851,079

Pricing Summary - Option 2 - Bulk Only

Year One				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal, Bulk	8,000 Tons	\$ 73.59	588,750
			Estimated Annual Cost - Year One	588,750

Year Two				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal, Bulk	8,000 Tons	\$ 77.27	618,160
			Estimated Annual Cost - Year One	618,160

Year Three				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal, Bulk	8,000 Tons	\$ 79.59	636,720
			Estimated Annual Cost - Year One	636,720

Year Four				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal, Bulk	8,000 Tons	\$ 81.98	655,840
			Estimated Annual Cost - Year One	655,840

Year Five				
Item No.	Description	Estimated Annual Quantities	Unit Price per Ton	Total = (Estimated Quantity x Unit Price/Ton)
1	Yard Waste Disposal, Bulk	8,000 Tons	\$ 84.44	675,520
			Estimated Annual Cost - Year One	675,520

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

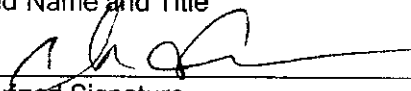
Bidder: Veransa Group, Inc./ Consolidated Resource Recovery, Inc

Address: 3025 Whitfield Av

City: Sarasota State: Florida Zip: 34243

Phone No.: 941-756-0977 Fax No.: 941-751-6942 Email: chris.snow@veransa.com

Chris Snow U.P. of Corporate Operations
Printed Name and Title


Authorized Signature

11/24/2023
Date

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name: Veransa Group, Inc/Consolidated Resource Recovery, Inc

Contact Name: Chris Snow

Address: 3025 Whitfield Avenue

Address:

City: Sarasota

State: FL Zip: 34243

Telephone: 941-756-0977

Fax: 941-751-6942

E-Mail Address: chris.snow@veransa.com

Website: www.veransa.com

2. How long has your firm been in business? 26 years

3. How long has your firm provided these services? 26 years

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under \$100,000 ☐ \$100,000 - \$499,000 ☐ \$500,000 - \$999,000
☐ \$1,000,000 - \$2,000,000 ☒ over \$2,000,000

5. How many full and part-time employees do you currently employ?

Full-time: 85 Part-time: 2

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Drivers/Excavators	23
Administrative	28
Sales	4
Garbage Works	32

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
Robert Gomez, VP Business Development (see attached resume)
Greg Ratliff, Field Operations Supervisor (see attached resume)

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
See Attached

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
N/A

10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable). N/A
12. Provide a copy of your firm's Federal Employer Tax ID certificate-W-9.
13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable). N/A
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

References

- VCRRVSF owns (3) three permitted and registered yard waste facilities
 1. Pinellas County 1998 to Present 725,000 tons
 2. Manatee County 1999 to Present 1,050,000 tons
 3. Hillsborough County 2012 to Present 343,500 tons

Manatee County – RFP 10-245FL Yard Waste Processing at Lena Rd Landfill with full daily site management with loader, operator and spotter.

Jeanne Detweiler or Sarah Metcalfe – 941-748-5543 1112

Manatee Ave West, Suite 803, Bradenton, FL 34205

1992 to Present

Processing, transporting, and disposal of wood and yard waste.

Processed in excess of 1,000,000 tons to date.

Email: jeanne.detweiler@mymanatee.org; sarah.metcalfe@mymanatee.org

Brevard County – RFP #P-5-19-18 Richard

Dees -

1996 to 2002 and 2011 to 2013 and 2015 to present

Processed in excess of 950,000 tons to date.

Email: Richard.Dees@brevardfl.gov

Hernando County – 18-T00142/DK Yard Waste Mulching Services Scott

Harper 352-754-4112

2010 to 2021

Processed and hauled in excess of 150,000 tons at 3 County Facilities. Email:

Sharper@co.hernando.fl.us

Volusia County – 17-B-144AK 5039 Process Yard Trash/Hauling Jennie

Weber – 386-943-4905

3151 E State Road 44, Deland, FL 32724

2012 to Present

Processing, transporting, and disposal of wood and yard waste in excess of 645,000 tons. Email:

jweber@volusia.org

Citrus County – ITB 18-057 Processing/Screening Yard Waste at Landfill and removal of mulch.

Owen Carney - 352-527-7670

230 W Gulf-to-Lake Hwy, Lecanto, FL 34461

2001 to 2015 and 2018 to Present Processed in

excess of 300,000 tons to date. Email:

owen.carney@citrusbocc.com

Osceola County – RFP189910VJ Mulching & Disposal Yard

Trash/Vegetative Waste

Danny Sheaffer - 407-742-7752 1998

to Present

Processed and hauled in excess of 500,000 tons to date. Email:

Danny.Sheaffer@osceola.org

Charlotte County

Jim Pontbriand – 941-639-0987

18500 Murdock Circle, Port Charlotte, FL 33948 1993 to 2014

Processed in excess of 650,000 tons..

Seminole County

Greg Regan - 407-349-5539 ext. 221 1101

East First Street, Sanford, FL 32771 1993 to 2018

Processed in excess of 750,000 tons.

Email: gregan@seminolecountyfl.gov

Hillsborough County

Nate Johnson – 813-272-5977

P.O. Box 1110, Tampa, FL 33601

1996 to 2014

Processed and hauled in excess of 2,200,000 ton. Email:

evansj@hillsboroughcounty.org

Desoto County 2008 to Present

Processed in excess of 15,000 tons to date.

Email: h.grimes@desotobocc.com

Hardee County 2000 to 2008 Processed in

excess of 95,000 tons. Email:

ken.wheeler@hardeecounty.net

Highlands County 2000 to 2006 and 2007 to Present Processed
in excess of 150,000 tons to date.

Email: oLonsdal@hcbcc.org

City of St Cloud 1998 to 2014 Processed

in excess of 95,000 tons.

Wheelabrator Ridge Energy, Waste Management, Inc. Phil

Tuohy – 863-665-2255

3131 K-Ville Ave, Auburndale, FL

1995 to 2013 - Processed in excess of 750,000 tons.

City of Sebring 1997 to 2006 and 2010 to Present

Processed in excess of 60,000 tons to date.

City of Clearwater 2000 to Present City

of Dunedin 2000 to Present City of

Gulfport 2008 to Present

City of Indian Rocks Beach 2008 to Present City

of Largo 2000 to Present

City of Madeira Beach 2008 to Present

City of Treasure Island 2008 to Present

City of Indian Rocks Beach 2008 to Present

Pinellas County Forestry 2016 to Present

City of Sarasota 2010 to Present

City of Bradenton 2008 to Present

City of Palmetto 2010 to Present

Manatee County Public Works 2007 to Present

Manatee County Property Management 2010 to Present

City of Stuart 10-1-08 to 2012 37,000 tons per year

Lake County 2003 to 2008, 2013 to 2015
Processed and hauled in excess of 50,000 tons.

Marion County
1993 to 1999 and 2006 and 2009 to
2013 Processed in excess of 300,000
tons.

Flagler County 2001 to 2007
Processed in excess of 100,000 tons.

City of Tarpon Springs 1998 to 2009
Processed in excess of 200,000 tons.

Pasco County 2006 to 2021
Processed in excess of 150,000 tons to date.

Nassau County 2003 to 2005
Processed in excess of 4,000 tons.

Palm Beach County 1993 to 2001 and 2007 to 2015
Processed in excess of 800,000 tons.

St Lucie County 1995 to 2016
Processed and hauled in excess of 300,000 tons.

Orange County 2011 to
2019 40,000 tons per year

NON-COLLUSION AFFIDAVIT

I, Chris Snow, depose and say that:

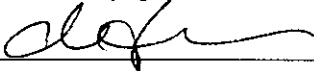
1. I am VP Corporate Operations of the firm of Veransa Group, Inc/Consolidated Resource Recovery, Inc the firm submitting the response described in this Request for Proposals for: ITB # 230091-B-JL, and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

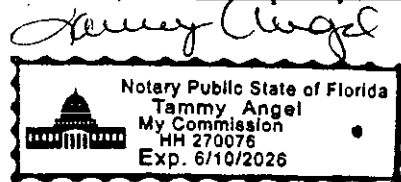
Signature of Bidder:  Date: 11/23/2023

STATE OF: Florida CITY OF: Sarasota

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 23 day of 2023

NOTARY PUBLIC

My Commission Expires: 6/10/26



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: 1/23/2023

Veransa Group, Inc/

Company: Consolidated Resource Recovery, Inc

Address: 3025 Whitfield Ave

Sarasota, FL 34243

Phone No: 941-756-0977

Signature: 

Name: Chris Snow
(Typed or Printed)

Title: VP Corporate Operations

E-Mail: chris.snow@veransa.com

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company)

Veransa Group, Inc/Consolidated

Resource Recovery, Inc

warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee.

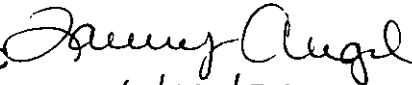
Signature 

Date: 11/23/2023

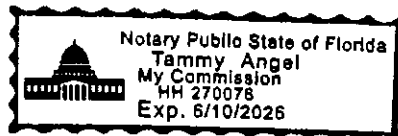
STATE OF: Florida CITY OF: Sarasota

Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

NOTARY PUBLIC



My commission expires: 6/10/26





Robert Gomez

7254 Amhurst Way
Clearwater, FL 33764
941.737.0777

Vice President of Field Operations and Business Development

Veransa Group, Inc. - Sarasota, FL 34243
November 1997 – Currently Employed

Duties Include: Field Operations Management: Responsible for supervising the Sales/ Distribution process of mulch, Overseeing the supply chain management to ensure that the mulch deliveries are done timely and accurately, and at best market value, Coordinate shipping schedules between all customers, transport, and Operations, Customer relations and customer retentions, concentrations on continuous review of ongoing distribution and logistics solutions to current customers as well as prospects, Open communications with operations regarding product availability, and inventory levels, Negotiating and managing contracts with trucking suppliers, and Monthly upper management meetings for briefings and updates. Business Development Management: Continual product research, to ensure optimal pricing and market interest. Responsible for creating sales goals to achieve budgeted targets, Prospect for leads and perform cold calling to introduce Veransa to new customers, Nurture new leads to secure new business, Work closely with Quality Control of compost Manager and Site Manager at the compost facility to move finished products off the site in an efficient way, Make sure Veransa follows all transport industry laws and regulations and company safety policies, Maintaining customer records, Resolving customer complaints and other issues for transport and products, and training and direction for new incoming salespeople.

Operations Manager

MSA Waste – Largo, FL
January 1992 – November 1997

Duties Include: Full Site Operations

Army Veteran 1974 – 1980



GREG ALAN RATLIFF

16804 Harrierridge Pl.
Lithia, FL 33547
gregratliff45@gmail.com

Home: 813-324-9675
Cell :813-992-9167

OBJECTIVE

To use my skills and the skills of those that surround me to create a positive work environment and obtain success for myself, my customers and the company I work for.

SUMMARY

Outgoing and assertive individual, with strong written and verbal communication skills, especially adept in customer service, project and personnel management, Inside and outside sales in several industries. Have great organization and team building skills, with an extreme desire to lead, and a strong positive outlook to strive for the best possible outcome.

PROFESSIONAL EXPERIENCE

10/15/2014 – Present **Protrax Equipment Transport – Plant City, FL**

Co-Owner / COO

- Developed a client base
- Negotiated pricing with clients for each heavy equipment move
- Ordered and maintained oversize permits from all 50 states
- Maintained Safety records, trucks, and equipment
- Bookkeeping, DOT Compliance
- Occasionally drive truck, load/unload heavy equipment

10/15/2013 – 10/15/2014 **Consolidated Resource Recovery – Sarasota, FL**

Driver / CDL A

- Drive Truck
- Maintain truck and equipment
- Load/unload heavy equipment (Land Clearing Equipment)
- Hauled a live bottom trailer when not hauling heavy equipment (Mulch)
- Performed safety meetings
- Keep Safety records

1/16/2012 – 10/15/2013 **Contract Furniture Inc. – Tampa, FL**

Operations Manager

- Keep in close daily contact with clients to assure services provided meets my personal standards as well as the standards of Contract Furniture Inc.
- Oversee, and schedule warehouse personnel, furniture installation personnel, service requests, and work orders
- Provide company safety plans, and host monthly safety meetings
- Maintain the integrity and morality of the crews, trucks, warehouse, processes and rules
- Meet with project managers and designers to plan upcoming projects
- Set up receiving, delivery and installation through trucking companies and client contact
- Responsible for interviewing, hiring, and the dismissal of all warehouse and installation personnel

2/12/2009 – 8/02/2011 **KGB Development (Specialized Staffing)**

Co-Owner/Operations Manager

- Developed a client base, client liaison, supplied staffing to skilled trade companies during the economic downturn that otherwise could not keep full time staffing
- Contacted customers daily to insure day to day satisfaction
- Scheduled, Dispatched, Coordinated, and Supervised the staff

5/15/2006 -12/20/2011 **GR Heavy Haul LLC. Contract to Ajax Paving)– Romeo, MI**

Owner/Operations Manager/Customer Service Rep

- Keep in close contact with Foreman before, during and after heavy equipment moves to assure that their needs were met
- Receive, Schedule and execute heavy equipment moves
- Drive truck, load/unload heavy equipment (Road paving equipment)
- Bookkeeping, truck, trailer and equipment Maintenance
- Safety compliance

2001 -5/14/2006 **Johnson Controls (Contact to General Motors)**

Project Coordinator/Customer Service Rep/Site Supervisor

- Created the initial plans to consolidate millions of square feet of office space to help General Motors with a massive cost reducing initiative by consolidating departments and closing leases on unneeded office space
- Meet with Tenant Reps and Project Managers weekly to determine their individual Furniture and relocation needs
- Followed up with Tenant Reps to assure their needs were met
- Design furniture layouts and plan the physical move of furniture, boxes and computers for tenants
- Set up, Coordinate and supervise up to 70 men on a given day to execute the physical movement of furniture, boxes, and computers

1993 – 2001 **Corrigan Moving and Installation Services**

Installation Manager/Planner/Installer

- Supervise crews of up to 30 furniture installers and movers to execute point to point moves
- Travel with a crew to all 50 states to help clients consolidate from multiple satellite locations down to 1 centralized location
- Oversee projects of over 2500 office cubicle installations for both Union and non-Union customers
- Create furniture layouts in order to maximize the overall use of square footage in the office space
- Start as an installer to become supervisor and Planner within first year of employment

AWARDS AND ACKNOWLEDGEMENTS

- Have helped to create and maintain a client base for all the companies I have worked for or owned
- Started in an entry level position in 1993 and have maintained moving to a higher management position in every company I have worked for through hard work and natural leadership skills
- Have successfully managed, coordinated or supervised extremely large projects within several industries over the years
- Have successfully owned/operated several companies over the years to have closed them do to relocation or a need to change my personal availability
- Possess a CDL A license, and can operate most types of heavy equipment
- Skilled in all Microsoft applications
- Mechanically inclined

Equip#	Year	Make	Model
Loaders			
20-121	2003	Caterpillar	950G Wheel Loader
20-130	2004	Caterpillar	938GII Wheel Loader
20-185	2011	Caterpillar	924G Loader w/bucket & rake
20-186	2011	Caterpillar	950H Wheel Loader w/bucket
20-188	2011	Caterpillar	950H Wheel Loader w/bucket
20-189	2011	Caterpillar	950H Wheel Loader w/bucket
20-205	2004	Caterpillar	950GII Wheel loader w/bucket
20-206	2019	Hyundai	HL960 Wheel loader w/bucket
20-207	2019	Hyundai	HL960 Wheel loader w/bucket
20-208	2019	Caterpillar	950GCQC Wheel loader w bucket
20-209	2019	Caterpillar	950GCQC Wheel loader w bucket
20-210	2020	Caterpillar	950GCQC Wheel loader w bucket
20-211	2006	Caterpillar	950H Wheel Loader w/bucket
20-212	2009	Caterpillar	950h Wheel Loader w/rake Bucket
20-213	2007	Caterpillar	950h wheel loader w/bucket
20-214	2020	Caterpillar	950GCQC Wheel loader w bucket
20-215	2020	Caterpillar	950GCQC Wheel loader w bucket
20-219	2005	Caterpillar	950GII Wheel loader w/bucket
20-220	2006	Caterpillar	950H Wheel loader w/bucket
20-221	2022	Caterpillar	950GC Wheel loader/bucket
F20-100	2015	KCM	70-Z7 Loader
F20-102	2008	KCM	95ZV5
F20-103	2017	KCM	95Z7B
F20-104	2021	Caterpillar	950GCQC Wheel loader thr valve
F20-105	2021	Caterpillar	950GCQC Wheel loader thr valve
F20-106	2021	Caterpillar	950GCQC Wheel loader thr valve
F20-106	2021	Caterpillar	950GCQC Wheel loader thr valve
S20-100	2018	Kawasaki	45Z
S20-101	2018	Kawasaki	80ZTB
Grinders			
13-54	2018	morbark	1300B Tub grinder track
13-55	2018	morbark	1300B Tub grinder Wheel
19-56	2006	Vermeer	TG9000 Tub Grinder
19-58	2007	Vermeer	TG9000 Tub Grinder
19-59	2008	Vermeer	TG9000 Tub Grinder
19-60	2012	Vermeer	TG9000 Tub Grinder
19-61	2013	Vermeer	TG9000 Tub Grinder
19-62	2014	Vermeer	TG9000 Tub Grinder
19-63	2020	Vermeer	TG9000 Tub Grinder
19-64	2021	Vermeer	TG9000 Tub Grinder
24-240	2022	Peterson	6710D Horizontal grinder
F52-100	2017	Precision Huskey	5200T Track grinder
S19-100	2016	Vermeer	TG7000 Tub grinder
Dozers			
F21-100	2015	Caterpillar	D5-K2
Excavators			
22-296	2011	Caterpillar	320DL Excavator
22-297	2012	Caterpillar	320EL
22-299	2012	Caterpillar	320EL
22-302	2015	Caterpillar	320ELT4

Equip#	Year	Make	Model
22-303	2015	Caterpillar	320ELT4
22-304	2015	Caterpillar	320ELT4
22-305	2008	Caterpillar	324DL /sheer
22-309	2020	Caterpillar	320GC
22-310	2021	Link Belt	210X4
22-311	2021	Caterpillar	320-07GC
22-312	2022	Link Belt	210x4
F22-100	2016	Kobleco	SK75SR-3E
F22-101	2016	Kobleco	SK210LC-9
F22-103	2015	Kobleco	Komatsu
S22-100	2018	Hyundai	HX300L
S22-101	2019	Linkbelt	350X4EX
S22-103	2018	Linkbelt	210X4
S22-104	1998	Kobleco	SK200

Screens

10-249	2006	Powerscreen	830 Trommel
10-250	2006	Powerscreen	830 Trommel
10-251	2006	Powerscreen	830 Trommel
10-267	1997	Powerscreen	830 Trommel
F10-100	2017	Mc Closkey	628RE
S10-100		Powerscreen	4030 RADICAL
S10-101	2016	Powerscreen	TR626
S10-103	2017	Powerscreen	MGL
S10-104	2019	Powerscreen	Warrior 1800

Tractors

30-69	1986	Mack	R688ST
30-186	2004	Kenworth	T-800
30-187	2004	Kenworth	T-800
30-218	2006	Kenworth	T-800
30-219	2006	Kenworth	T-800
30-285	2015	Kenworth	T-800
31-076	1989	Kenworth	T-800 Water Truck
31-195	1989	Kenworth	T-800
F29-100	2005	Sterling	water truck
F30-200	2011	Volvo	Day cab
F30-103	1976	Internatioal	F-5070
S30-100	2015	Mack	CXU613
S30-101	1989	Peterbuilt	379
S30-101	2006	Sterling	A9500
S30-104	1998	Kenworth	T800

Service truck

32-081	1997	International	4700 White Cloud
32-121	2014	Ford	F350 XLT FX4
32-193	2013	Chevrolet	Silverado 3500
32-194	2016	Ford	F450
32-300	1993	Ford	F700 Fuel Truck
32-301	1989	Ford	F700 WATER TRUCK
32-302	1992	Ford	F700 WATER TRUCK

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Veransa Group, Inc.	
2 Business name/disregarded entity name, if different from above Consolidated Resource Recovery, Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3025 Whitfield Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Sarasota, FL 34243	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
9	4	-	3	1	5	4	6	7 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **6/28/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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).

PRODUCER	Nexus Partners Insurance 5745 North Scottsdale Road, Suite B120 Scottsdale, AZ 85250	CONTACT NAME: Colleen DeWitt PHONE (A/C No. Ext): 800-409-8958 E-MAIL: certs@vensure.com ADDRESS:	FAX (A/C, No):
INSURED	National Employer Services, LLC L/C/F CONSOLIDATED RESOURCE RECOVERY, INC. 2600 W. Geronimo Place Suite 100 Chandler AZ 85224	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: StarStone National Insurance Company	25496
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 72060440

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	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	T80230001-843	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of:
CONSOLIDATED RESOURCE RECOVERY, INC. 1/1/2021

CERTIFICATE HOLDER

CANCELLATION

City Of Tarpon Springs, FL C/O Purchasing Dept P O Box 5004 Tarpon Springs FL 34688-5004	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 Jodie R. Kramer Cole
--	---

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ACORD 25 (2016/03)

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VERAGRO-01

ASSV11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2023

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).

PRODUCER Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT Certificates NAME: PHONE (A/C, No, Ext): (727) 502-2190 E-MAIL: certs@cci-ins.com ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Casualty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10335
INSURED Veransa Group Inc. 3025 Whitfield Ave Sarasota, FL 34243		

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N N/A	X 0196-56022	10/1/2022	10/1/2023	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, a waiver of subrogation applies in favor of the certificate holder on the Workers Compensation policy.

CERTIFICATE HOLDER

CANCELLATION

City of Tarpon Springs
P.O. Box 5004,
Tarpon Springs, FL 34688

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



VERANCL-01

KCOOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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).

PRODUCER
Des Champs & Gregory, Inc.
1812 Manatee Ave W
Bradenton, FL 34205

CONTACT NAME: Valerie Trent
PHONE (A/C, No, Ext):
E-MAIL: vtrent@dggregoryinc.com
ADDRESS:
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Admiral Insurance Co 24856
INSURER B : Everest Danali Insurance Company 16044
INSURER C : Markel Insurance Company 38970
INSURER D :
INSURER E :
INSURER F :

INSURED
Consolidated Resource Recovery Inc.
Florida Organic Solutions Inc and Veransa Group Inc.
3025 Whitfield Ave
Sarasota, FL 34243

COVERAGES

CERTIFICATE NUMBER:

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. WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		FEI-EIL-27783-02	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 POLLUTION \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CF4CA01491-221	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE		FEI-EXS-27784-02	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					
C	<input checked="" type="checkbox"/> Equipment Floater		MKLM2IM0000852	6/1/2022	6/1/2023	Scheduled Equip 12,525,486

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GL Broadening endorsement

CERTIFICATE HOLDER

CANCELLATION

City of Tarpon Springs
P.O. Box 5004
Tarpon Springs, FL 34688-5004

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
VERANSA GROUP, INC.

Filing Information

Document Number	F21000003959
FEI/EIN Number	86-3971680
Date Filed	07/14/2021
State	DE
Status	ACTIVE

Principal Address

36 GROVE ST.
NEW CANAAN, CT 06840

Mailing Address

36 GROVE ST.
NEW CANAAN, CT 06840

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title CEO

OWENSBY, MARC
36 GROVE ST.
NEW CANAAN, CT 06840

Title VPAS

KARLE, JAMES
36 GROVE ST.
NEW CANAAN, CT 06840

Title VPAT

SNOW, CHRISTOPHER
36 GROVE ST.
NEW CANAAN, CT 06840

Title EC

JOHANSSON, ROGER
36 GROVE ST.
NEW CANAAN, CT 06840

Title VPFS

OLANDER, SEAN
36 GROVE ST.
NEW CANAAN, CT 06840

Title D

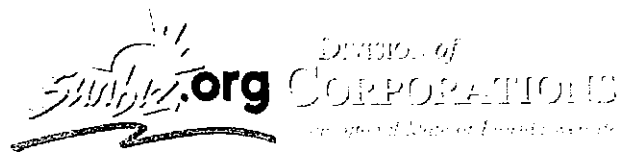
RUBEL, MICHAEL
36 GROVE ST.
NEW CANAAN, CT 06840

Annual Reports

Report Year	Filed Date
2022	04/07/2022

Document Images

04/07/2022 – ANNUAL REPORT	View image in PDF format
07/14/2021 – Foreign Profit	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

CONSOLIDATED RESOURCE RECOVERY, INC.

Filing Information

Document Number	P40035
FEI/EIN Number	94-3154672
Date Filed	08/13/1992
State	DE
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/02/2021
Event Effective Date	NONE

Principal Address

3025 WHITFIELD AVENUE
SARASOTA, FL 34243

Changed: 04/23/2019

Mailing Address

3025 WHITFIELD AVENUE
SARASOTA, FL 34243

Changed: 04/23/2019

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 11/17/2021

Address Changed: 11/17/2021

Officer/Director Detail

Name & Address

Title D

HALWARD, DOUGLAS R
3025 WHITFIELD AVENUE
SARASOTA 34243 AF

Title VP,T

SNOW, CHRISTOPHER
3025 WITFIELD AVENUE
SARASOTA, FL 34243

Title D

RUBEL, MICHAEL
3025 WHITFIELD AVENUE
SARASOTA, FL 34243

Title VPSD

KARLE, JAMES
3025 WHITFIELD AVENUE
SARASOTA, FL 34243

Title EXECUTIVE CHAIRMAN,D

JOHNSON, ROGER
3025 WHITFIELD AVENUE
SARASOTA, FL 34243

Title CEO,D

OWENSBY, MARC
3025 WHITFIELD AVENUE
SARASOTA, FL 34243

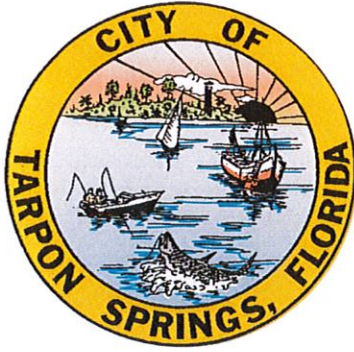
Annual Reports

Report Year	Filed Date
2020	03/05/2020
2021	02/15/2021
2022	04/15/2022

Document Images

<u>04/15/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/17/2021 -- Reg Agent Change</u>	View image in PDF format
<u>09/02/2021 -- Amendment</u>	View image in PDF format
<u>02/15/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/05/2020 -- ANNUAL REPORT</u>	View image in PDF format

<u>04/23/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/12/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/02/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/23/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/10/2014 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>03/28/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/27/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/16/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/14/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/04/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/03/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/28/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/30/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/14/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/10/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/08/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/07/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/05/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/1998 -- Name Change</u>	View image in PDF format
<u>03/03/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/02/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/15/1995 -- ANNUAL REPORT</u>	View image in PDF format



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: 02/14/2023
SUBJECT: Approve Change Order No. 1 to Bid No. 210078-B-JJ Seabreeze Sanitary Sewer Improvements Project

RECOMMENDATION:

Approve Change Order No. 1 to Bid No. 210078-B-JJ Seabreeze Sanitary Sewer Improvements Project with Timm Group Building and General Contractors increasing the amount from \$1,987,654.00 to \$2,278,111.50 an increase of \$290,457.50 for the Public Services Department.

BACKGROUND:

On February 9, 2021, the Board awarded the contract. The purpose of this change order is to provide additional relief associated with the cost of unexpected dewatering encountered during the construction; and to provide an opportunity to optimize the proposed lift station location by reducing potential impacts to the local homeowners and the mangroves located on/near the construction site (see attached memo). Ninety (90) additional construction days will be added as a result of this change order.

FUNDING: 402-4602-536-6300 Water & Sewer Fund, Project No. WS2017



Project Administration Department

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

Memorandum

Date: February 14, 2023
To: Mayor and Board of Commissioners
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Seabreeze Drive Sanitary Sewer Improvements, Contract No. 210078-B-JJ, Change Order No. 1

Recommendation

Board of Commissioners approval of a change order to the subject contract is requested in the amount of \$290,457.50 for the subject project, increasing the project cost by 15% from \$1,987,654.00 to \$2,278,111.50 as described herein.

Background and Summary

The purpose of Seabreeze Sanitary Sewer Project is to provide new sanitary sewer service to all the properties on Seabreeze drive (all of which currently use septic tank systems). The project will also provide new reclaimed water service to each home (previously not available in this area). The project is approaching the final stages of construction. The final stages of the project include the last short sections of sewer pipe, the lift station, and installation of new Duke Energy power poles and service lines.

During construction, the project experienced significant and unexpected difficulties with regards to dewatering. One section encountered artesian groundwater conditions -- essentially free-flowing groundwater that made pipeline installation quite difficult. As such, the contractor requested some relief to help defray the additional costs associated with that work. In addition, the contractor recognized an opportunity to optimize the proposed lift station location, adjusting it slightly to reduce impacts to the local homeowner, reduce risk of potential mangrove impacts during construction, and deepen the lift station which will provide additional wastewater storage volume and resiliency.

Additional costs associated with these items have been captured in this proposed Change Order. A table is provided below that summarizes the contractor's initial

requests and the final, negotiated change order value. Some further details are listed below:

- The original contract value is \$1,987,654.00.
- The Contractor's original change order request was over \$540,000.
- The negotiated and recommended change order request is \$290,457.50, an increase of 15% over the original contract value.
- Of the \$290,457.50 requested in this change order, \$91,500 can be described as Staff-initiated (see details below).
- As described below, a portion of the proposed change order is related to Hurricane Ian storm preparation. FEMA reimbursement is being requested.
- As described below, a portion of the proposed change order is categorized as allowance (contingency) funds that may not be fully needed.
- Funding has been confirmed with Finance Director Ron Harring and the Public Services Department. The proposed change order would be funded by Water and Sewer Reserves.
- The contractor requested 105 additional days. Staff negotiated an additional 90 days in the change order to allow time for completion. Based on the proposed 90-day revision, Substantial Completion would be scheduled for May 1, 2023, and Final Completion for June 1, 2023.

Table 1: Summary of Change Order Requests and Negotiated Values:

Description	Contractor Request	Negotiated Value	Notes
1 Hurricane Prep/Recovery	\$ 230,688.85	\$ 28,657.00	Potentially FEMA Reimbursable
2 Water Service Line Replacements	\$ 16,000.00	\$ 16,000.00	City Request (replaced additional old water service lines)
3 Additional Paving/Grading	\$ 19,500.00	\$ 19,500.00	City Request (additional driveway apron work)
4 Additional Treatment/Retention Pond	\$ 54,640.00	\$ 27,320.00	Split/shared cost with contractor
5 MH-10 to MH-9 Additional Dewatering	\$ 79,763.00	\$ 39,881.50	Split/shared cost with contractor
6 Lift Station Revision	\$ 103,099.00	\$ 103,099.00	Deeper lift station, revised and faster construction technique based on subsurface issues
7 Duke Electrical Service Allowance	\$ 37,500.00	\$ 36,000.00	Allowance for upcoming new Duke power lines and equipment
8 Additional Owner's Allowance (Contingency)	\$ -	\$ 20,000.00	Allowance (contingency) for any remaining unforeseen issues
Total	\$ 541,190.85	\$ 290,457.50	<i>Funding Source: Water/Sewer Reserves & Potential FEMA Reimbursement</i>

Line-Item Details:

1. Hurricane Prep/Loss Time:
 - Original Amount Requested: **\$230,688.85**
 - Negotiated Amount, Proposed Staff Recommendation to BOC for approval: **\$28,657.00**

- Description: This item covers costs associated with labor, materials, and equipment required to close and secure the project work site and make it safe in response to the severe weather threat from Hurricane Ian (essentially an unanticipated partial demobilization and remobilization from/to the project site).
2. Water Service Line Replacements (10)
 - Amount Requested: **\$16,000.00 (Staff-initiated)**
 - Proposed Staff Recommendation to BOC for approval: **\$16,000.00**
 - Description: Staff requested the replacement of up to ten (10) additional residential potable water service line connections that were identified during construction.
 3. Additional Paving/Grading
 - Amount Requested: **\$19,500.00 (Staff-initiated)**
 - Proposed Staff Recommendation to BOC for approval: **\$19,500.00**
 - Description: Staff requested additional paving and grading outside the original scope of work to improve residential access.
 4. Additional Treatment/Retention Pond:
 - Amount Requested: **\$54,640**
 - Proposed Staff Recommendation to BOC for approval: **\$27,320**
 - Description: The dewatering effort for this project has been unusual and required additional (larger) dewatering and sediment treatment pond for a portion of the project. A cost-share was proposed.
 5. MH-10 to MH-9 Dewatering
 - Amount Requested: **\$79,763.00**
 - Proposed Staff Recommendation to BOC for approval: **\$39,881.50**
 - Description: As described in Item 4, the dewatering for this project has been unusual. A cost-share was proposed.
 6. Lift Station Revision
 - Amount Requested: **\$103,099.00**
 - Proposed Staff Recommendation to BOC for approval: **\$103,099.00**
 - Description: The location of the proposed lift station has been adjusted and will be slightly deeper (more storage volume) than originally designed. The adjustments help to avoid impacts to the adjacent homeowner, avoids mangrove impacts during construction, and speeds construction.

7. Duke Electrical Service Allowance:

- Amount Requested: **\$36,000 (Staff-initiated)**
- Proposed Staff Recommendation to BOC for approval: **\$36,000**
- Description: The project includes an allowance for costs associated with Duke Energy power line relocation and equipment. This item is a staff-requested allowance to help fund any unanticipated needs related to the power service improvements in the final stage of construction.

8. Additional Owner's Allowance (Contingency):

- Amount Requested: **\$20,000 (Staff-initiated)**
- Proposed Staff Recommendation to BOC for approval: **\$20,000**
- Description: The project includes an owner's allowance (contingency) for unforeseen costs. This item is a staff-requested item to help fund any unanticipated needs in the final stage of construction.

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	<u>Seabreeze Drive Sanitary Sewer Improvements</u>	Change Order NO.:	<u>1</u>
CONTRACTOR:	<u>Timm Group Building & General Contractors</u>	BID NO:	<u>210078-B-JJ</u>
	<u>1247 S. Pinellas Ave. Tarpon Springs, FL 34688</u>	PROJECT NO:	<u>WS2017</u>
	<u>Project Purchase Order # 210520</u>	FINAL NTP DATE:	<u>8/23/2021</u>
	<u>Date of this Change Order</u>		<u>2/14/2023</u>



TIME CHANGE



EXTRA WORK



CREDIT



OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:

Additional project work as described in the attached

**COST
IMPACT**

\$290,457.50

**ADDITIONAL
DAYS**

**90 additional
days**

Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Revised bond documentation, if applicable, should be submitted to the City in a timely manner. The CONTRACTOR waives any and all claims to additional monetary compensation for these specific changes and all costs associated with the items included in this Change Order herein have been addressed.

The Original Contract Sum (TOTAL BID PRICE)	\$ <u>1,987,654.00</u>
The Contract Sum will be <u>increase</u> by this Change Order	\$ <u>290,457.50</u>

The new Contract Sum including this Change Order will be \$ 2,278,111.50

The Final Completion Milestone prior to this Change Order was March 1, 2023
 The Time for the Final Completion Milestone will be increased by 90 days
 The Substantial Completion Milestone as of this Change Order is therefore May 1, 2023
 The Final Completion Milestone as of this Change Order is therefore June 1, 2023

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto is otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 1 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director

DATE

Paul Smith, P.E. Public Services Department Director

DATE

Mark LeCouris, Tarpon Springs City Manager

DATE

February 9, 2021

Date of original BOC contract approval

CONTRACTOR:

BY:

Authorized Signature

PRINTED NAME:

Carlos Rodriguez

TITLE:

CEO

DATE:

2-2-23

CHANGE ORDER PROPOSAL OUTLINE

12/13/2022(Revised 2/2/23)

Re: CITY OF TARPON SPRINGS SEABREEZE DRIVE SANITARY SEWER PROJECT # 210078-B-JJ

To whom it may concern, this letter's purpose is to quantify the various components of our pending change order request for the above referenced project and tie them to their associated supporting documents. If there are questions on any of the supporting documentation or if further information is needed to make a determination, please let us know directly :

Hurricane Prep/Loss Time
GC Labor: \$11,424
11x loads crushed concrete road base: \$5,600
22x Hrs haulage for same: \$1,460
1x 6" Pump: \$744
2x 4" Pump: \$809
4x 6'x20' Trench Box w/ spreaders: \$1,820
1x Roller: \$1,030
1x Water Trailer: \$500
1x Loader: \$635
1x 330 Excavator: \$1,550
1x 220 Excavator: \$1,260
1x Skidsteer: \$500
1x Miniexcavator: \$500
1x Dump Truck: \$750
1x Portable Toilet: \$75
Subtotal: \$28,657
2weeks Add'l time

This covers the costs occasioned by the recent Hurricane Ian. In brief, the storm caused a work stoppage as well as generated additional labor and materials, mostly in terms of additional road base and installation/compaction of same in order to ensure there were no collapsed roadways or trench backfill areas during the heavy rain. It was also necessary to remove and replace turbidity barrier, inlet protectors, etc. to mitigate wind and flooding hazards. The *Hurricane* subfolder contains receipts and invoices to support the amounts claimed.

10x Water Services: \$16,000
1 week Add'l time

We are also requesting up to 10 additional long side water services at the previously agreed price. We had 15 authorized on the last AAR dealing with these and are already up to 19 installed as of 12/8/22. Hopefully we don't end up needing all of them, but in my opinion it's easier to have them funded and end up with an underrun on the revised quantity than to get to the end and be short 1 or 2.

1/3

O:727-623-4980 F: 727-623-4981

1247 S. Pinellas Ave Tarpon Springs, FL 34689



TIMMGROUPCONTRACTORS.COM LIC# CGC1530919

DH



CHANGE ORDER PROPOSAL OUTLINE

Previously Authorized Paving/Grading: \$19,500
1 week Add'l time

This is the additional paving & grading work covered in the field meeting with Tom Funcheon and others, and is a fairly straightforward lump sum that was already billed against the electrical contingency. It is noted here only for completeness, and has no supporting documentation.

Retention Pond
GC Labor: \$24,000
#57 Stone: \$17,250
Hauling for same: \$4,500
Floc Logs: \$1,320
Mirafi Geotextile: \$2,290
220 excavator (2 weeks): \$2,520
Skidsteer (2 weeks): \$1,000
Miniexcavator (2 weeks): \$1,000
Turbidity Barrier 50LF x2: \$760
Subtotal: \$54,640
3 weeks Add'l time

MH10-MH9 Dewatering
GC Labor: \$45,696
#57 stone: \$9,575
Hauling for same: \$2,500
330 excavator (4 weeks): \$6,200
220 excavator (4 weeks): \$5,040
Skidsteer (4 weeks): \$2,000
Loader (4 weeks): \$2,540
6" pump (4 weeks): \$2,976
4" pump x2 (4 weeks): \$3,236
Subtotal \$79,763
4 weeks Add'l time

The *Pond & Dewatering* subfolder contains the supporting docs associated with construction of the retention pond at the construction yard as well as the extraordinary dewatering requirements of the MH10-MH9 gravity sewer run, which were largely due to a subsurface water channel running perpendicular to the pipe's running line. We're told City's only paying half these sums, so \$27,320 and \$39,881.50, respectively.

2/3

O: 727-623-4980 F: 727-623-4981

1247 S. Pinellas Ave Tarpon Springs, FL 34689

TIMMGROUPCONTRACTORS.COM LIC# CGC1530919



PH



CHANGE ORDER PROPOSAL OUTLINE

Lift Station
Lump Sum via mutual accord
Subtotal \$103,099
4 weeks Add'l time

See the 1/18/23 email thread for detailed info on how this number was derived and why it's not (to my knowledge) being contested.

Duke Electrical Services Authorization
Lump Sum via mutual accord
Subtotal \$36,000
Add'l time TBD
City's number

Additional Owner's Allowance (Contingency)
Lump Sum via mutual accord
Subtotal \$20,000
Add'l time TBD
City's number



David Havasi
Timm Group Building & General Contractors

3/3

O:727-623-4980 F: 727-623-4981

1247 S. Pinellas Ave Tarpon Springs, FL 34689



TIMMGROUPCONTRACTORS.COM LIC# CGC1530919

DH



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: Jay Jackus, CPPO, CPPB, Procurement Services Director
DATE: 2/9/2021
SUBJECT: Award Bid No. 210078-B-JJ Seabreeze Drive Sanitary Sewer Improvements

RECOMMENDATION:

Award Bid No. 210078-B-JJ Seabreeze Drive Sanitary Sewer Improvements to Timm Group Stucco, Inc. d/b/a Timm Group Building and General Contractors in amount not to exceed \$1,987,654.00, which includes the acceptance of Additive Alternate 1 (reclaimed water infrastructure) for the Public Services Department.

BACKGROUND:

The project consists of furnishing and installing approximately 2,800 feet of new gravity sewer pipe, 2,800 feet of new force main, 67 new sanitary service laterals, a new wastewater pumping station and related electrical service, and roadway reconstruction. The project also includes installation of approximately 3,300 feet of new reclaimed water transmission piping and reclaimed water service laterals as an additive alternate to the project base bid (see attached memo). The project is anticipated to be substantially complete within three hundred sixty five (365) calendar days from Notice to Proceed. The Timm Group has satisfactorily completed City projects in the past.

FUNDING: 402-4602-536-6300 Water & Sewer Fund, Project No. WS2017

**TABULATION OF BIDS FOR
 BID NO. 210078-B-JJ
 Seabreeze Drive Sanitary Sewer Improvements
 Thursday, January 21, 2021**

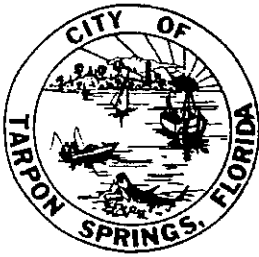
Company	Total Cost
Tamm Group Stucco, Inc. d/b/a Tamm Group Building & General Contractors Tarpon Springs, FL	Base Bid \$1,484,554.00 Add Alt 1 \$503,100.00 Base Bid w/ Alt \$1,987,654.00
Kamminga & Roodvoets, Inc. Tampa, FL	Base Bid \$2,085,320.00 Add Alt 1 \$399,990.00 Base Bid w/ Alt \$2,485,310.00
Keystone Excavators, Inc. Oldsmar, FL	Base Bid \$2,283,700.00 Add Alt 1 \$360,250.00 Base Bid w/ Alt \$2,643,950.00
TLC Diversified, Inc. Palmetto, FL	Base Bid \$2,273,777.00 Add Alt 1 \$416,000.00 Base Bid w/ Alt \$2,689,777.00
Popiech Contracting, Inc. Inverness, FL	Base Bid \$2,504,700.00 Add Alt 1 \$341,450.00 Base Bid w/ Alt \$2,846,150.00
PCS Civil, Inc. Tampa, FL	Base Bid \$2,653,265.00 Add Alt 1 \$541,300.00 Base Bid w/ Alt \$3,194,565.00

Broadcast: 600

Planholders: 47

Responses: 6

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.



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: January 28, 2021
To: Jay Jackus, Procurement Director
Through: Paul Smith, Public Services Director *ps*
From: Raymond Page, Utilities Superintendent
Subject: Seabreeze Drive Septic to Sanitary Sewer Conversion and Infrastructure Replacement, Bid No. 210078-B-JJ, Timm Group Stucco, Inc. d/b/a Timm Group Bldg. & General Contractors

Recommendation

BOC approval of a construction contract with Timm Group Stucco, Inc. d/b/a Timm Group Bldg. & General Contractors is requested for construction of new utility infrastructure and roadway replacement on Seabreeze Drive. The contract amount is **\$1,987,654.00**

Background

The project consists of the installation of new sanitary sewer system with a new lift station to transmit wastewater to the City's Wastewater Treatment Facility. As part of the neighborhood meeting to discuss the project design, homeowners expressed an interest in reclaimed water being a part of the project. Staff were able to work with the design engineer to add reclaimed water to the project as an additive alternate with reclaimed water service connections provided at each home and roadway restoration that will provide new asphalt for the entire project area along Seabreeze Drive as shown below.



Once a contract is executed and a Notice to Proceed (NTP) has been issued to the contractor they will be required to achieve final completion within 365 days from NTP.

The procurement approach for this project was to bid the sanitary sewer and roadway restoration as the base bid item with the reclaimed water infrastructure listed in the bid as an additive alternate. The project budget, including the additive alternate, was \$1,975,000. The lowest bid came in at \$1,987,654 (\$12,654 over the project budget amount). Staff was able to reallocate funding from other locations to this project and is therefore recommending award of project to include the base bid and the additive alternate in the amount stated.

Funding

Funds have been budgeted in Project Number WS2017 from the Water and Sewer Fund account 402-4602-536-6300 Fiscal Budget.

Prepared By: Public Services Department

RP/rr



COPY

BID FORM

BID No. 210078-B-JJ

SEABREEZE DRIVE DRAINAGE PROJECT

BIDDER Timm Group Stucco Inc. DBA Timm Group Building & General Contractors

The undersigned Bidder proposes and agrees, if this Bid 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 Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
12/18	<u> 1 </u>	<u> </u>	<u> </u>
01/08	<u> 2 </u>	<u> </u>	<u> </u>
01/14	<u> 3 </u>	<u> </u>	<u> </u>
01/19	<u> 4 </u>	<u> </u>	<u> </u>

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule (completed by contractor, signed and attached) and for the total base bid shown below:

TOTAL BASE BID CONTRACT PRICE: One Million, Four Hundred Eighty-Four
(Words)

Thousand, Nine Hundred Fifty-Four Dollars (\$ 1,484,554)
(Numbers)

TOTAL ALTERNATE 1: Five Hundred and Three Thousand, One Hundred
(Words)

Dollars (\$ 503,100)
(Numbers)

TOTAL BASE BID & ALT 1: One Million, Nine Hundred Eighty-Seven
(Words)

Thousand, Nine Hundred Fifty-Four Dollars (\$ 1,987,654)
(Numbers)

3. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
4. Bidder agrees that the Work will be substantially complete within **three hundred sixty five (365) calendar days** after the date when the Contract Times commence to run.
5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: Timm Group Stucco Inc. DBA Timm Group Building & General Contractors _____

Address: 1247 S. Pinellas Ave.

City Tarpon Springs State FL Zip 34689

Phone No.: 727-6234980 Fax No: 7276234981

Email: carlos@timmgroupcontractors.com

Carlos Rodrigues CEO
Printed Name and Title

[Signature]
Authorized Signature

1/19/2021
Date

BID SCHEDULE

SEABREEZE DRIVE SANITARY SEWER PROJECT

BASE BID					
BID ITEMS		QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$145,000.00	\$145,000.00
2	Pre-construction Video-Audio	1	LS	\$3,654.00	\$3,654.00
3	Maintenance of Traffic	1	LS	\$45,000.00	\$45,000.00
4	8" PVC SDR-26 Gravity Sewer Pipe	2,800	LF	\$100.00	\$280,000.00
5	4" Certa-Lok PVC Force Main by HDD	2,800	LF	\$100.00	\$280,000.00
6	4" C-900 PVC Force Main by Open Cut	210	LF	\$100.00	\$21,000.00
7	6" PVC Sanitary Sewer Street Lateral and Cleanout	67	EA	\$1,500.00	\$100,500.00
8	Precast Sanitary Manhole Less than 8' Depth	5	EA	\$7,500.00	\$37,500.00
9	Precast Sanitary Manhole >8' Depth	9	EA	\$10,000.00	\$90,000.00
10	Precast Concrete Wet Well and Valve Vault	1	LS	\$50,000.00	\$50,000.00
11	Cast-in-Place Concrete	0.5	CYD	\$1,500.00	\$750.00
12	4" Plug Valve	1	EA	\$1,000.00	\$1,000.00
13	Ductile Iron Fittings	0.5	TN	\$5,000.00	\$2,500.00
14	Potable Water Service and Appurtenances	10	EA	\$2,000.00	\$20,000.00
15	Force Main Tie-in	1	LS	\$4,000.00	\$4,000.00
16	Lift Station Piping, Valves, and Mechanical Equipment	1	LS	\$48,500.00	\$48,500.00
17	Submersible Pumps	2	EA	\$5,000.00	\$10,000.00
18	ARV Assembly	1	EA	\$20,000.00	\$20,000.00
19	Electrical, Instrumentation and Controls	1	LS	\$20,000.00	\$20,000.00
20	Tree Removal	2	EA	\$1,000.00	\$2,000.00

BID SCHEDULE

SEABREEZE DRIVE SANITARY SEWER PROJECT

21	Export Unsuitable Materials	100	CY	\$27.50	\$2,750.00
22	Import Select Fill Materials	130	CY	\$30.00	\$3,900.00
23	1-inch Asphalt Milling	3,000	SY	\$2.50	\$7,500.00
24	1-inch SP-9.5 Asphalt Restoration	6,000	SY	\$6.50	\$39,000.00
25	Flowable Fill	10	CY	\$1,000.00	\$10,000.00
26	Electrical Service Allowance	1	LS	\$140,000.00	\$140,000.00
27	Owner's Contingency Allowance	1	LS	\$100,000.00	\$100,000.00
BASE BID TOTAL (ITEMS 1-27)					\$1,484,554.00

ADDITIVE ALTERNATE					
BID ITEMS		QTY	UNIT	UNIT PRICE	TOTAL
A1	Mobilization	1	LS	\$25,000.00	\$25,000.00
A2	4" Certa-Lok PVC Reclaimed Water Main by HDD	1,300	LF	\$100.00	\$130,000.00
A3	4" C-900 PVC Reclaimed Water Main by Open Cut	3,000	LF	\$100.00	\$300,000.00
A4	1" Reclaimed Water Service (Short Side)	37	EA	\$500.00	\$18,500.00
A5	1" Reclaimed Water Service (Long Side)	38	EA	\$700.00	\$26,600.00
A6	Ductile Iron Fittings	0.2	TN	\$5,000.00	\$1,000.00
A7	Reclaimed Water Main Tie-in	1	EA	\$2,000.00	\$2,000.00
ADDITIVE ALTERNATE TOTAL (ITEM A1-A7)					\$503,100.00

ADDENDUM 4



Project Administration Department

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

Memorandum

Date: February 14, 2023
To: Mark LeCouris, City Manager
From: Bob Robertson, P.E., Project Administration Department Director
Subject: Pent-Grosse Ave. Stormwater Project Discussion for 2/14/2023 BOC Regular Session Meeting

At the 1/31/2023 BOC Work Session, the Board of Commissioners asked staff to provide an update on the subject project at the next BOC Regular Session meeting (2/14/2023). The latest project information will be provided for discussion of project direction.



City of Tarpon Springs, Florida

Office of the City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

MEMORANDUM

BOC MEETING: FEBRUARY 14, 2023

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

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

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

SUBJECT: APPOINTMENT – **PARKS AND RECREATION ADVISORY BOARD**

Background:

There is currently a vacancy on the Board due to the resignation of Beth Wonicker-Cook, member.

Board Action:

To Appoint _____* as a regular members of the Parks and Recreation Advisory Board.

Please select from the application(s) on file from the following individual(s) who expressed an interest in serving on this Board:

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	ACADEMY Attendee
8/17/22	Patricia Bishop	Parks & Recreation				
1/20/23	Scott Carr	Parks & Recreation				

Michele Manousos

From: Sherri Jacobs
Sent: Monday, January 23, 2023 11:55 AM
To: Michele Manousos
Cc: Alice Morgan; Beth Wonicker-Cook; Duffy Smith; Gregg Barnes; Jamie Taylor; John Shields; Penny Lambrianos; Tammy Danielson; Tom Funcheon
Subject: P&R Board Resignation

Hi Michele,
Beth Wonicker-Cook is resigning from the P&R Board, would you please advertise for the vacancy.

Thanks,
Sherri

From: Beth Wonicker-Cook <beth@wonicooker.com>
Sent: Monday, January 23, 2023 10:02 AM
To: Sherri Jacobs <sjacobs@ctsfl.us>
Subject: Re: TS P& R Advisory Board

External Email- Use caution with links and attachments

Hi Sherri

I wish to leave as soon as a replacement is found. I thought terms were one year. I will stay until a replacement is found.

Thank you.

Beth Wonicker-Cook

PARKS & RECREATION ADVISORY BOARD: 1 Year Term			
NAME	TERM	Initial term	CONTACT INFORMATION
James (Jim) R. Maurer	Appointed	2011	1399 Ventnor Avenue, TS
jamesmaurer47@gmail.com	Voting Member		727-940-4353/C-727-488-7758
Penny Lambrianos	Appointed	2014	1041 Peninsula Avenue, TS
plambrianos@gmail.com	Voting Member		H-727-938-7417/C-727-808-3127
Alice Morgan, Chairperson	Appointed	2017	603 Meres Boulevard, TS
amharvard@gmail.com	Member		H: 229-942-5621
Tammy Danielson	Appointed	2020	1311 Belcher Drive
tammyddanielson@gmail.com	Voting Member		H: 770-402-0248
			C: 727-366-9377
Beth Wonicker-Cook (RESIGNED)	Appointed	2021	338 Coquina Drive, TS
beth@wonicooker.com	Voting Member		H: 727-939-3330
			C: 727-385-7452
Gregory Barnes	Appointed	2021	1281 Windy Bay Shoal, TS
geeravbee@gmail.com	Voting Member		C: 505-503-0090
John Shields	Appointed	2021	482 Briland St., TS
gatorjohn1@icloud.com	Voting Member		C: 727-235-5533

Updated: 9/30/2021



Application for Service on a City Committee or Board

Received

AUG 17 2022

City Clerk's Office
City of Tarpon Springs

Citizens Academy Graduate: _____

NAME: Patricia Bishop
ADDRESS: 107 E MLK Jr. Dr. APT 212 Tarpon Springs Fla 34689
HOME PHONE: _____ BUSINESS/CELL PHONE: 631-697-8853
DATE OF BIRTH: 10-9-55 EMAIL ADDRESS: Bishoprudy4@gmail.com
DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 3 years 8 months.

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- 1 LINDA + Di Maria Hernandez 845-750-3491
- 2 Dominick + Joanne Mandano 201-417-5334

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

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

1 BOARD: Parks & Recreation INTEREST LEVEL: Extremely High

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

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

YES: ☒ NO: ☐

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

I HAVE AN ASSOCIATES Degree in Therapeutic Recreation from SCCC in NY. And Medical Certification from NYU. Worked As An Administrative Executive Down Wall Street.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I WAS President of Long Hill Stony Brook NY Social Club 2001 families. Our teams ran many large functions. In Babylon NY went up in front of Committee Re: A burning bldg causing safety issues... I AM COMPASSIONATE in my Passions to improve.

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

I would review all information and present the facts. Safety Issues, committee and community's hardships during this time and show up fully prepared to back info up.

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

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

No I Am retired

SIGNATURE:

Patricia Bishop

DATE:

Aug 11, 2012

Please return completed application to the City Clerk's Office:

Mailing Address:

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

or

Physical Address:

410 N. Ring Avenue

or

E-Mail Address:

cityclerk1@ctsfl.us

JAN 20 2023

City Clerk's Office
City of Tarpon Springs

Application for Service on a City Committee or Board

Citizens Academy Graduate: _____

NAME: Scott Carr

ADDRESS: 1263 Windy Bay Shoal, Tarpon Springs, FL 34689

HOME PHONE: (727) 232-9016 BUSINESS/CELL PHONE: _____

DATE OF BIRTH: 05/16/1966 EMAIL ADDRESS: Scarr@execs.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 4 years

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1	<u>'Mona Donajkowski</u>	<u>727-877-6010</u>
2	<u>Mike Norton</u>	<u>813-679-7130</u>

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

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

1 BOARD: Parks & Recreation INTEREST LEVEL: 10/10

I support the community center and our local parks on a daily basis. (playing pickleball, biking, walking, or fishing)

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

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

YES: ☒ NO: ☐

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

Masters in Business Administration; Chief Information Officer and Director of IT at two different universities. (Leadership and decision making roles)

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE: President-Elect

~~Project Managment Institute (PMI), WVOVPMI (West Virginia, Ohio, and Kentucky Chapter)~~

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

~~Listen to the public, evaluate, decide what is best for the whole of the group. Never act or decide on your own. Remove self from the equation.~~

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

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE: _____ DATE: _____

Please return completed application to the City Clerk's Office:

Mailing Address: **or** Physical Address: **or** E-Mail Address:
City of Tarpon Springs 410 N. Ring Avenue cityclerk1@ctsfl.us
Attn: City Clerk's Office
P.O. Box 5004
Tarpon Springs, FL 34688-5004



City of Tarpon Springs, Florida

City Clerk & Collector

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

MEMORANDUM

BOC Meeting: FEBRUARY 14, 2023

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR *ISJ*
FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR *KMM*
SUBJECT: APPOINTMENTS – **Public Art Committee**

BACKGROUND: The current Alternate #1 position is vacant due to the appointed member (Angela Settens) declining the position.

BOARD ACTION: APPOINT _____ * TO FILL THE VACANT UNEXPIRED TERM OF THE ALTERNATE #1 POSITION, THIS TERM EXPIRES OCTOBER 31, 2023.

****Please select from the list below of the individuals who have expressed an interest on this Committee:**

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	ACADEMY Attendee
1/10/23	Sonja McGrath	Public Art				

Michele Manousos

From: Michele Manousos
Sent: Thursday, December 08, 2022 2:20 PM
To: Diane Wood; Irene Jacobs
Cc: Megan McIntyre; Carol Renardo
Subject: RE: Angela Settens - Public Art Committee

Diane,

Ms. Settens called earlier and said she was too busy and to take her off the list.

K. Michele Manousos, CMC
Deputy City Clerk & Collector

From: Diane Wood
Sent: Monday, December 05, 2022 4:47 PM
To: Irene Jacobs <ijacobs@ctsfl.us>; Michele Manousos <mmanousos@ctsfl.us>
Cc: Megan McIntyre <mmcintyre@ctsfl.us>
Subject: Angela Settens - Public Art Committee

Hi,
I reached out to Angela Settens by phone this afternoon since she has not responded to any of my emails. She told me she called today to get an appointment to get sworn in and plans to attend our first meeting on Wednesday, Dec. 14. Just wanted to give you a heads up.
Thanks,
Diane

Diane Wood
Director, Cultural & Civic Services Department
City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, FL 34688
dwood@ctsfl.us | 727.942.5605 or Ext. 3002
www.TarponArts.org | www.ExploreTarponSprings.com

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

PUBLIC ART COMMITTEE

Est. Ordinance 2007-23

Name	Term	BOC	Expiration	
JOAN JENNINGS	2	10/13/2020	10/31/2023	2204 Pine Drive
	1	12/12/2017	10/31/2020	H: 727-940-7398
				C: 914-557-1513
				JOANJENN@GMAIL.COM
GRAHAM JONES	2	11/8/2022	10/31/2025	2056 N. Pointe Alexis Dr.
<i>*filled unexpired term of P. Gregory</i>	1-Partial*	4/26/2022	10/31/2022	727-744-4532
				graham.jones@gmail.com
NICHOLAS TOTH	1	11/8/2022	10/31/2025	44 W. Center Street
	1partial - Alt 2	7/12/2022	10/31/2024	727-858-0515
				ntoth44@aol.com
ELENI (BEEBA) CHRISTOPOULOS	1	11/8/2022	10/31/2025	1402 Forde Avenue
<i>filled R. Stackhouse vacancy</i>	1partial-Alt1	7/12/2022	10/31/2023	727-560-0612
				beeba@mac.com
ROBERT STACKHOUSE	1	7/12/2022	10/31/2023	735 Chesapeake Dr.
<i>filled unexpired term of D. Salo</i>	Alt. #1	5/28/2020		727-244-7365
				stackhousemickett@gmail.com
ANGELA SETTENS	Alt.#1	11/8/2022	10/31/2023	1503 Tallahassee Drive
DECLINED POSITION				714-328-4413
				angelasettens@gmail.com
DAWN ARBETELLO	Att #2	11/8/2022	10/31/2024	1366 Cottage Grove Road
				727-798-0069
				arbcreative@yahoo.com

Updated: 11/15/2022



Received

JAN 10 2023

City Clerk's Office
City of Tarpon Springs

Application for Service on a City Committee or Board

NAME: Sonja McGrath

ADDRESS: 806 Carolina Avenue, Tarpon Springs FL 34689

HOME PHONE: 860-280-1444 BUSINESS/CELL PHONE: _____

DATE OF BIRTH: 01/28/1962 EMAIL ADDRESS: sgc_62@yahoo.com

DRIVERS LICENSE NUMBER: _____

ARE YOU A CITY RESIDENT? YES: X NO: _____

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 1 year

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- | | |
|----------------|--------------|
| 1 Robert Ruais | 757-373-1009 |
| 2 Casey Smith | 727-366-1269 |

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

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

1 BOARD: Public Art Committee INTEREST LEVEL: High

I am passionate about art and making Tarpon Springs beautiful. Public art encourages a sense of belonging, contribute's to a community's identity and fosters a sense of pride.

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

YES: X NO:

TO THE WORK OF THE BOARD(S) YOU HAVE LISTED. I have a law degree (LLB) from the University of Pretoria,

YES: _____ NO: ☒ X

Q.11) Ans:-

SIGNATURE:  **DATE:** 01/09/2023

Cityclerk1@ctsfl.us

P.O. Box 5004
Tarpon Springs, FL 34688-5004



City of Tarpon Springs, Florida

Office of the City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

MEMORANDUM

BOC MEETING: FEBRUARY 14, 2022

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

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

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

SUBJECT: APPOINTMENT(S) – Housing Authority Board

BACKGROUND:

There is a vacancy on the Board due to the resignation of Mary Matthews, resident member.

BOARD ACTION

TO APPOINT _____ * _____ TO FILL THE UNEXPIRED TERM OF HENRY WELLMAN. THIS TERM EXPIRES NOVEMBER 22, 2025.

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

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	ACADEMY Attendee
1/20/23	Jillian-Joy Jackson-Torres	Housing Authority				

Michele Manousos

From: Robbin Redd <robbin.redd@tarponhousing.com>
Sent: Monday, January 23, 2023 11:34 AM
To: Michele Manousos
Subject: NEW- Tarpon Springs HA Commissioner Application
Attachments: Tarpon Springs Housing Authority- City appl Resident Commissioner- Jillian Jackson Torres 1-20-23.pdf

Importance: High

External Email- Use caution with links and attachments

Hi Michele,
I hope all is going well for you. Last week our Resident Commissioner Mary Matthews submitted a letter retiring from the Board. We ask another housing resident and she has completed the City application. Thank you for processing her application. Let me now which City meeting agenda her application will be reviewed. Thanks much...Robbin

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

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

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



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

Michele Manousos

From: Robbin Redd <robbin.redd@tarponhousing.com>
Sent: Thursday, February 02, 2023 3:07 PM
To: Michele Manousos
Subject: FW: NEW- Tarpon Springs HA Commissioner Application
Attachments: Tarpon Springs Housing Authority- City appl Resident Commissioner- Jillian Jackson Torres 1-20-23.pdf

Importance: High

External Email- Use caution with links and attachments

Hi Michele,
Can you let me know which upcoming City Council meeting this board candidate will be reviewed? Thanks much

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

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

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



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

From: Robbin Redd
Sent: Monday, January 23, 2023 11:34 AM
To: Michele Manousos <mmanousos@ctsfl.us>
Subject: NEW- Tarpon Springs HA Commissioner Application
Importance: High

Hi Michele,

I hope all is going well for you. Last week our Resident Commissioner Mary Matthews submitted a letter retiring from the Board. We ask another housing resident and she has completed the City application. Thank you for processing her application. Let me now which City meeting agenda her application will be reviewed. Thanks much...Robbin

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

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

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



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

HOUSING AUTHORITY BOARD

NAME	TERM	TERM DATE	CONTACT INFORMATION
Linda Herring	5	11/22/2025	919 Hunter Lane, TS
Arlene Sullivan	2	11/22/2025	1403 Ventnor Avenue, TS
<i>*Filled expired term of T. Kontodiakos</i>			arlenesullivan@verizon.net
Jacqueline C. Malone	3	11/22/2025	313 Bay Street, TS
			jcmalone@tampabay.rr.com
Carmen Lake	1*	11/22/2024	1017 Greenleaf Way, TS
<i>*filled unexpired term of D. Garvey*</i>			auditorwiz@gmail.com
Donna Pentrack	2	11/22/2025	1469 Ventnor Avenue, TS
<i>*Filled unexpired term of J. Tobey</i>			donnapentrack@gmail.com
VACANT	1*	11/22/2025	518 Walton Village Way, TS
<i>*filled unexpired term of ML Matthews</i>			matthewsmaty055@gmail.com
Mary Delasin	1*	11/22/2024	1504 Pointe Tarpon Blvd
<i>*Harry Wellman filled unexpired term</i>			mzdelasin@gmail.com

Updated: 12/15/2021

NO ALTERNATES ON THIS BOARD



Application for Service on a City Committee or Board

NAME: Jillian-Joy Jackson-Torres
ADDRESS: 539 E. Harrison St. Tarpon Springs FL, 34689
HOME PHONE: N/A BUSINESS/CELL PHONE: 787-550-3503
DATE OF BIRTH: 10/18/1990 EMAIL ADDRESS: joybiz2202@gmail.com
DRIVERS LICENSE NUMBER: _____
ARE YOU A CITY RESIDENT? YES: ☒ NO: _____
HOW LONG HAVE YOU BEEN A CITY RESIDENT? _____

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1 Debra Jackson 340-642-0155
2 Stephaine 813-501-9250

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

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

1 BOARD: Tarpon Springs Board of INTEREST LEVEL: Resident
Commission board member

* Housing Authority

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

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

YES: ☒ NO: ☐

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

I am a full time student at St. Petersburg College in the process of obtaining my AA in Science. I work full-time at Blue Pearl Animal Hospital Emergency & Specialty.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

My only experience working within a committee is at my old church. I was a part of the youth program board group where a group of us came together with the leaders of the church to discuss any ideas or issues we had within the youth program.

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

As an SPC, I had a class (speech) that was dedicated to public speaking and properly articulating your speech to get your point across in the right manner.

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

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Jellin-Flay Jla-L

DATE:

1/20/2023

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

Mailing Address:

City of Tarpon Springs

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34686-5004

Physical Address:

410 N. Ring Avenue

E-Mail Address:

Cityclerk1@ci.tarpon-springs.fl.us

or

or

MEMORANDUM

Date: February 8, 2023

From: Mayor Costa Vatikiotis

To: City Manager Mark Lecouris, Mr. Andrew Salzman (City Litigation Attorney)

Subj: Hill Ward Henderson Demand Letter for Issuing Anclote Harbor Apartments Construction Permit and Authorization to Send Letters to SWFWMD and ACOE

I would appreciate an agenda item at the Feb 14th Commission meeting to provide the residents a brief status report of the subject "demand." Also, unless something changes between now and the meeting, I would like for the Commission to consider authorizing letters to SWFWMD and the ACOE as I will explain below. Please use this memorandum for the backup information.

As you know, in addition to you and Mr. Salzman, I met separately with Mrs. Vincent and Ms. McNeese on this matter to review certain questions that I had concerning outstanding details of the project. I believe Mrs. Vincent can provide a status report by means of an oral presentation at the meeting. There are still outstanding items that require completion.

There are also the letters for which I am asking consideration from the Commission. This matter needs some explanation. Issuing a construction permit for the Anclote Harbor Apartments project is predicated on verifying all conditions of approval have been satisfied for the project, including having obtained all permits from regulatory agencies. I reference part of Resolution 2021-60.

"Items Required to be verified prior to issuance of any site work or building permits for the project:

13. Other required agency permits:

a. Southwest Florida Water Management District and any other applicable agency for wetland impacts and mitigation and stormwater management system;"

There is a 20+/- acre wetland in the southwest corner of the project site. Please refer to the attached drawing below. It was deemed a tidal wetland subject to the Rivers and Harbors Act by an ACOE Jurisdictional Determination (JD) that was completed on June 7, 2021. (This completed JD is also provided below as an attachment to my January 26, 2023.) This wetland is part of the Pinellas County Aquatic Preserve and Outstanding Florida Waters. The developer agreed to mitigation at this location in the form of enhancement (removal of exotic species). This cross-hatched area identifying the mitigation is labeled in the drawing as "Proposed Tarpon Springs Enhancement." However, the mitigation is not required for the SWFWMD stormwater permit and was not included in the project area for the stormwater permit. Consequently, the SWFWMD permit does not address this specific mitigation, only the mitigation needed for obtaining a stormwater permit. Nevertheless, this mitigation is required as part of the City's approval of the project. Also, this type of activity typically requires a permit from SWFWMD and the ACOE (except that the ACOE's interest may fall under the purview of a joint ACOE/FDEP joint agreement involving the State's 404 program). The mitigation/enhancement work involves the removal of exotic species, such as Brazilian Pepper trees within the tidal wetland either by hand or machine, placement of turbidity curtains/screens while the work is being done, and adherence to "best management" practices.

Likewise, the 2021 ACOE JD does not address whether the project requires a permit. It only determines the character of the wetlands (e.g., freshwater vs tidal).

I do not know what the developer's plans are for obtaining SWFWMD and ACOE permits for this additional required mitigation. Given the talent of its environmental and engineering consultants, I doubt it's an overlooked detail. However, the demand letter is requesting the City issue a construction permit and the letter states that the developer has complied with all the conditions. So, I presume that the developer either does not believe a permit is needed for the tidal wetland mitigation or that the additional mitigation is not a requirement of the final development plan and project approval.

I should also point out that there is an email correspondence (attached) between our Planning Director and the ACOE from June 30, 2022 that states that the ACOE does not know whether a permit is required, and to make that determination a new JD, presumably with the project details, is needed. (Please refer to pages 15 and 16 of this memorandum.) The email also stated that the need for a new JD was also made known to the developer's environmental consultant. Also, according to Mr. Dalacos's/Mrs. Jane Graham's of Concerned Citizens email to the City dated January 31, 2023, the status has not changed.

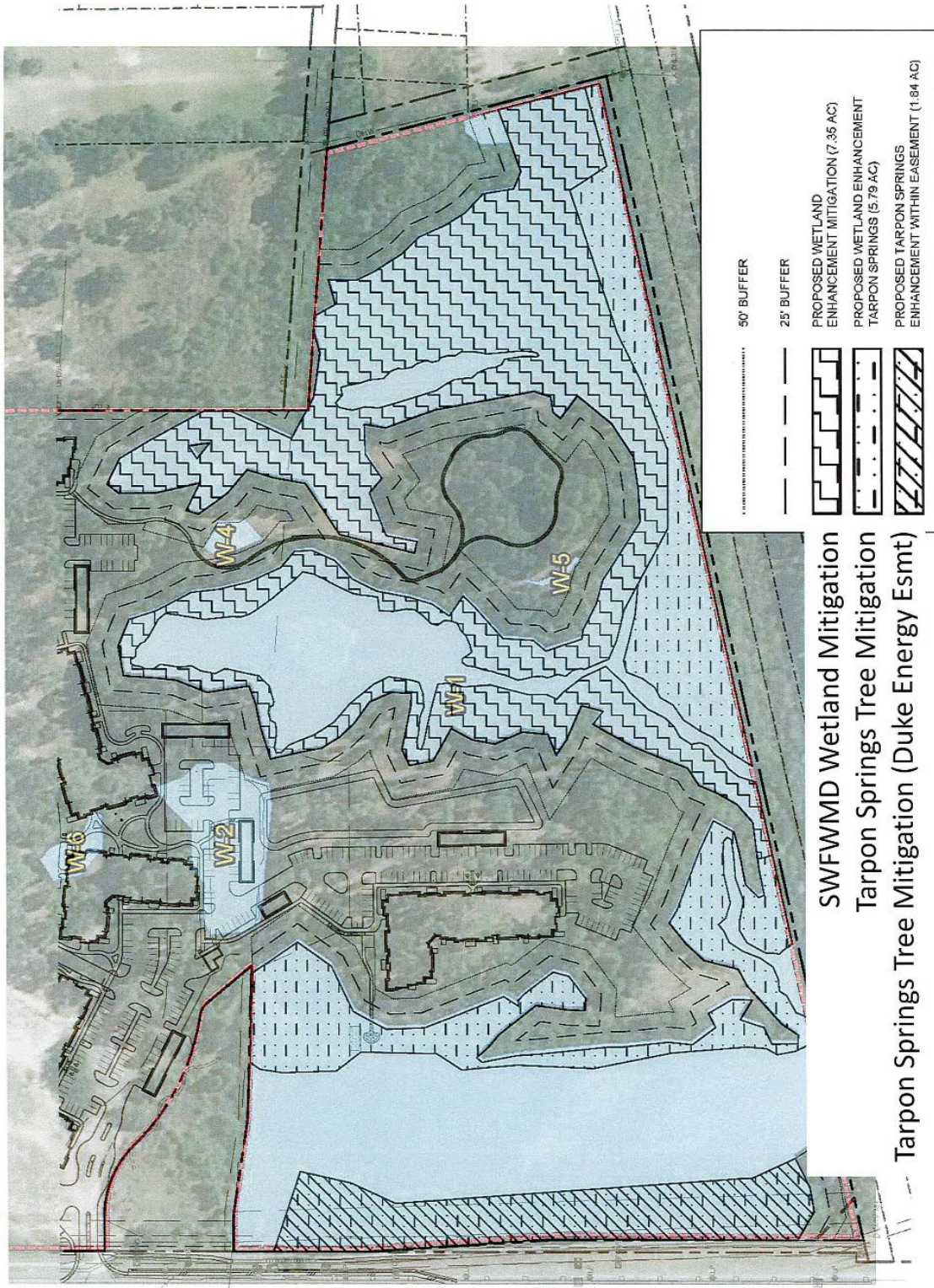
It's important to know that the JD process provides for requesting a "no permit required" letter, something that apparently was not requested by the developer as part of the 2021 JD. (Please refer to the second page of the blank JD form, page 11 of this memorandum)

So, we have a decision to make. The City can simply take the position that all conditions have not been met, respond to the developer to that effect, and wait to see what happens. This approach would certainly tell us whether the developer believes permits are not needed for the additional mitigation or the mitigation was not a requirement of the project's final development plan. Alternatively, the City can be proactive and at least first verify that environmental permits are required for the mitigation from the agencies that would issue those permits, specifically SWFWMD and ACOE. I envision one letter to both SWFWMD and the ACOE that would include a synopsis of the proposed mitigation as I just described with supporting documents.

I believe the City would be in a better position of addressing at least one of the two possibilities of why permits have not been sought for the additional mitigation by going through this inquiry process before responding to the demand letter. Even if the regulatory agencies formally respond to the City that they do not know whether permits are required until permit applications for the tidal wetland mitigation are submitted and reviewed that would still add to the factual basis of what is needed to complete the City's verification of the approval conditions.

I discussed this matter with Mr. Salzman, as well, and he may wish to offer some additional insight at the Commission meeting on the legal implications if the City and the developer reach an impasse on whether the conditions of the project have been satisfied.

Kimley-Horn (10/26/2022) & BioTech (6/7/2021) overlay – All mitigation in Wetland 1



MEMORANDUM

Date: Jan 26, 2023

From: Mayor Costa Vatikiotis

To: City Manager Mark Lecouris

Subj: Army Corps of Engineers "No Permit" Requirements

Mr. Salzman sent an email with the Hill Ward Henderson (HWH) letter of Jan 25, 2023, attached for my review. The letter pertains to a request from the Morgan Group for the City to issue a permit for the Anclote Harbor Apartments projects. The letter states that the conditions of Resolution 2021-60 have been satisfied. Part of that representation is based on the Kimley Horn letter of Dec 21, 2022. In turn, the Kimley Horn letter refers to the Army Corps of Engineers' (ACOE) interest in the project being resolved by issuance of a national permit for right-of-drainage and a "jurisdictional determination" made in 2021 that describes the other on-site wetlands as either jurisdictional or non-jurisdictional. Consequently, based on this information, Kimley-Horn and the Morgan Group believe they have demonstrated compliance with all the final development plan conditions for the Anclote Harbor Apartments project.

As shown in part below, verification is required by the City as part of compliance.

"Items Required to be verified Prior to Issuance of Any Site Work or Building Permits for the Project:

13. Other required agency permits:

a. Southwest Florida Water Management District and any other applicable agency for wetland impacts and mitigation and stormwater management system;"

My understanding is that other than the two ACOE items mentioned in the Hill Ward/Kimley Horn letters no other documents have been submitted to the City to verify whether the ACOE requires any on-site permits for the project. A jurisdictional determination characterizing wetlands does not mean that no permit is required.

I have attached a copy of the approved jurisdictional determination form that Kimley Horn references. Two points that I wish to make. One, is the date of the approved jurisdictional determination, June 21, 2021, precedes the approval of the of the final development plan, November 10, 2021, and secondly, it does not include a "no permit required" letter.

"No permit required" determinations are common in the ACOE permitting process, and they are part of the jurisdictional determination process. I do not know why one was not requested, and I would be surprised if Kimley Horn had not discussed obtaining one. I have attached a blank jurisdictional determination application form. Please note the boxes for "Reason for the Request" (page 1) and "Type of Request," page 2. Specifically, the type of request provides for a "no permit required" letter.

Mrs. Vincent has been adamant that the Morgan Group needs to provide a letter from the ACOE stating that a permit is not required. Her position is consistent with ACOE procedures.

The approval conditions stipulate verification. So, for any permit obtained from an outside agency, the City must verify what was submitted to that agency in terms of project plans and details "matches" what

was approved. Historically, there was an on-site permit issued by the ACOE as part of the former Walmart project. Obviously, that project and the Anclote Harbor Apartments project are different.

Nevertheless, given the history of the ACOE's interest in this site and that the ACOE's permitting procedures provide for a "no permit required" letter to be requested, it is reasonable to expect one to be provided if in fact a permit is not required. Moreover, the letter should be based on final development plans dated November 10, 2021.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 6/7/2021

ORM Number: SAJ-2004-00928-RGH

Associated JDs: [84M-4218] (04/26/1985); [87IPE-20711/ SAJ-1987-00711] (3/31/1988); Preliminary JD [SAJ-2004-928 (10/2/2006)]; Approved JD [SAJ-2004-928 (08/18/2008)],

Review Area Location¹: State/Territory: Florida City: Tarpon Springs County/Parish/Borough: Pinellas

Center Coordinates of Review Area: Latitude 28.159924 Longitude -82.737685

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale:
- ☒ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- ☐ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)²

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
Wetland 1	20.723 acre(s)	RHA Tidal water is subject to the ebb and flow of the tide	Wetland 1 is a historical tidally influenced wetland. It maintains its tidal hydrology through a large concrete box culvert connection located on the western side of the property that goes under U.S. 19. Wetland 1 waters are subject to the ebb and flow of the tide.
Wetland 3	8.788 acre(s)	RHA Tidal water is subject to the ebb and flow of the tide	Wetland 3 is along the northern edge of the property and is essentially the Anclote River which is tidal and is on the RHA Section 10 list for the Jacksonville District. The Anclote River is a water which is currently used and has been used in the past in interstate or foreign commerce. The wetland boundary is very abrupt and easily identifiable as the toe of slope where the ordinary high water mark (OHWM) exists as indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris.

C. Clean Water Act Section 404

¹ Map(s)/figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

Territorial Seas and Traditional Navigable Waters ((a)(1) waters): ³				
(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination	
N/A.	N/A.	N/A.	N/A.	

Tributaries ((a)(2) waters):				
(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination	
N/A.	N/A.	N/A.	N/A.	

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):				
(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination	
N/A.	N/A.	N/A.	N/A.	

Adjacent wetlands ((a)(4) waters):				
(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination	
N/A.	N/A.	N/A.	N/A.	

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)): ⁴				
Exclusion Name	Exclusion Size		Exclusion ⁵	Rationale for Exclusion Determination
Wetland 2	0.776	acre(s)	(b)(1) Non-adjacent wetland.	Wetland 2 is an adjacent wetland that was excavated in the 1960's within a historic estuarine wetland, the majority of which is now called Wetland 1. The manipulation of hydrology and spoil placement from this excavation severed its connection to Wetland 1. The Corps determined that Wetland 2 would not satisfy any definition provided in 328.3(a)(1-4) for a jurisdictional wetland. There is no evidence that this wetland is inundated by flood waters from Anclote River at any time. Thus, the Corps determined that Wetland 2 would not satisfy the definition of a jurisdictional adjacent wetland stated in 328.3(b)(1).
Wetland 4	0.085	acre(s)	(b)(1) Non-adjacent wetland.	Wetland 4 is an adjacent wetland that used to have connection with Wetland 1 but has lost its connection due to soils. The Corps determined that Wetland 4 would not satisfy any definition provided in 328.3(a)(1-4) for a jurisdictional wetland. Review of aerial photos demonstrates that these wetlands are naturally separated via uplands with no barriers of any kind in between. There is no evidence that this

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

Excluded waters ((b)(1) – (b)(12)): ⁴			
Exclusion Name	Exclusion Size	Exclusion ⁵	Rationale for Exclusion Determination
			wetland is inundated by flood waters from Anclote River at any time. Thus, the Corps determined that Wetland 4 would not satisfy the definition of a jurisdictional adjacent wetland stated in 328.3(b)(1).
Wetland 5	0.019	acre(s)	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1). Wetland 5 is an upland cut ditch that used to have connection with Wetland 1 but has lost its connection due to soils. The Corps determined that Wetland 5 would not satisfy any definition provided in 328.3(a)(1-4) for a jurisdictional wetland. Review of aerial photos demonstrates that these wetlands are naturally separated via uplands with no barriers of any kind in between. There is no evidence that this wetland is inundated by flood waters from Anclote River at any time. Thus, the Corps determined that Wetland 5 would not satisfy the definition of a jurisdictional adjacent wetland stated in 328.3(b)(1).
Wetland 6	0.136	acre(s)	(b)(1) Non-adjacent wetland. Wetland 6 is an adjacent wetland that used to have connection with Wetland 1 but has lost its connection due to soils. The Corps determined that Wetland 6 would not would satisfy any definition provided in 328.3(a)(1-4) for a jurisdictional wetland. Review of aerial photos demonstrates that these wetlands are naturally separated via uplands with no barriers of any kind in between. There is no evidence that this wetland is inundated by flood waters from Anclote River at any time. Thus, the Corps determined that Wetland 6 would not satisfy the definition of a jurisdictional adjacent wetland stated in 328.3(b)(1).

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

- ☒ Information submitted by, or on behalf of, the applicant/consultant: [Wetland delineations](#), [Soils](#), [NWI](#), [FLUCFCS](#), [USGS](#), [November 9, 2020](#).

This information [is](#) sufficient for purposes of this AJD.

Rationale: [N/A](#)

- ☐ Data sheets prepared by the Corps: [Title\(s\)](#) and/or [date\(s\)](#).
- ☒ Photographs: [Aerial](#) and [Other](#): Aerials provided by applicant, available in Google Earth and historical aerials obtained from <http://egis.pinellascounty.org/apps/egis/pairs.html> (1926, 1942, 1951, 1984, 1990, 1994, 2020); site photos taken by Corps during site visits indicated below.
- ☒ Corps site visit(s) conducted on: [May 28, 2021](#)



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

- ☒ Previous Jurisdictional Determinations (AJDs or PJDs): [84M-4218] (04/26/1985); [87IPE-20711/ SAJ-1987-00711] (3/31/1988); Preliminary JD [SAJ-2004-928 (10/2/2006)]; Approved JD [SAJ-2004-928 (08/18/2008)],
- ☐ Antecedent Precipitation Tool: provide detailed discussion in Section III.B.
- ☒ USDA NRCS Soil Survey: Florida Soils Map digital data from the Natural Resources Conservation Service. Date (May 24, 2021). Web Soil Survey website. U.S. Department of Agriculture, Natural Resources Conservation Service, Washington, D.C
- ☒ USFWS NWI maps: Wetland digital data from U. S. Fish and Wildlife Service. Date (May 24, 2021). National Wetlands Inventory website. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C
- ☒ USGS topographic maps: 1:24,000; Elfers, FL

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
Other USGS data (specify)	NHD data viewed in The National Map (https://viewer.nationalmap.gov/); NHD flowlines data viewed in Google Earth, USGS 7.5 Minute Topo Maps.
USDA Sources	NRCS soil maps and Hydric Rating by Map Unit from USDA Web Soil Survey (https://websoilsurvey.sc.egov.usda.gov/)
Other NOAA data (specify)	
USACE Sources	N/A.
LIDAR data/maps	LIDAR data from South Florida Water Management District, viewed in https://www.arcgis.com/home/webmap/viewer.html
Other Sources	United States Drought Monitor (https://droughtmonitor.unl.edu/)

B. Typical year assessment(s): N/A

- C. Additional comments to support AJD:** There were previous impacts to the site from dredge, fill, and mitigation activities from permit (84M-4218) that was originally issued 4/26/1985. A modification was issued on 10/26/1987 which required relocation of the mitigation site. All impacts and mitigation have been completed. Impacts were listed as Parcels #1, #2, #3, #5, and #6. Parcels 1 - 3 were fill impacts (0.44 acres) to the current Wetland 1. Parcels 5-6 were excavation impacts (0.45 acres) to areas of uplands for use as mitigation areas for permit (84M-4218). Parcels 5- 6 are now part of the current Wetland 1. Additionally, the USGS maps provided for this review show a long wetland feature that was located in the northwest corner of the property. This was a canal that was excavated in the 1960's and was 720 foot long by 80 foot wide and approximately 6.5 foot deep. This activity was permitted by the USACE to be filled on March 31, 1988 and was filled sometime around June of 1989. The fill required mitigation in the form of creation (0.79 acres shallow water habitat) near the mouth of the former canal. This mitigation area is now part of Wetland 3. Updated USGS maps are available that show this change on the property.



US Army Corps
of Engineers

U.S. Army Corps of Engineers – Jacksonville District – Regulatory Division
REQUEST FOR CORPS JURISDICTIONAL DETERMINATION (JD)
(For Jurisdictional Status and Identifying Wetlands and Other Aquatic Resources)

I. PROPERTY AND AGENT INFORMATION

A. Site Details/Location:

Site Name: _____ Date: _____

Property Owner: _____

Property Owner Address: _____

Phone: _____ Email: _____

Property Address (es): _____

Acreage: _____ City/Parish/Section/Township/Range: _____

County: _____ Parcel number(s): _____

Latitude (decimal degrees): _____ Longitude (decimal degrees): _____

B. Requestor of Jurisdictional Determination: (if there are multiple property owners please attach additional pages)

Name: _____

Company Name (if applicable): _____

Address: _____

Phone: _____ Email: _____

Check one: ☐ I currently own this property
☐ I plan to purchase this property
☐ Other, please explain _____

C. Agent/Environmental Consultant Acting on Behalf of the Requestor (if applicable):

Consultant/Agent Name: _____ Company Name: _____

Address: _____

Phone: _____ Email: _____

II. REASON FOR REQUEST (check all that apply)

- ☐ I intend to construct/develop a project or perform activities on this site which would be designed to avoid all aquatic resources.
- ☐ I intend to construct/develop a project or perform activities on this site which would be designed to avoid all jurisdictional aquatic resources under Corps authority.
- ☐ I intend to construct/develop a project or perform activities on this site which may require authorization from the Corps, and the Jurisdictional Determination would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.
- ☐ I intend to construct/develop a project or perform activities on this site which may require authorization from the Corps; this request is accompanied by my permit application and the jurisdictional determination is to be used in the permitting process.
- ☐ I intend to construct/develop a project or perform activities in a navigable water of the U.S., which is subject to the ebb and flow of the tide.
- ☐ A Corps jurisdictional determination is required in order to obtain my local/state authorization.
- ☐ I intend to contest jurisdiction over a particular aquatic resource and the request the Corps to confirm that jurisdiction does/does not exist over the aquatic resource on the parcel.
- ☐ I believe that the site may be comprised entirely of dry land.
- ☐ Other: _____

III. TYPE OF REQUEST: *(check all that apply)*

- ☐ **Approved¹ Jurisdictional Determination (AJD) Only**
- ☐ **Preliminary² Jurisdictional Determination (PJD) Only**
- ☐ **Approved Jurisdictional Determination (AJD)** with submittal of Pre-Construction Notification or Department of the Army permit application
- ☐ **Preliminary Jurisdictional Determination (PJD)** with submittal of Pre-Construction Notification or Department of the Army permit application
- ☐ **Verify Delineation of Wetlands and/or Other Aquatic Resources Only Conducted by Agent/Environmental Consultant** with submittal of Pre-Construction Notification or Department of the Army permit application (No jurisdictional determination requested).
- ☐ **Verify Delineation of Wetlands and/or Other Aquatic Resources Only Conducted by Agent/Environmental Consultant** (No jurisdictional determination requested).
- ☐ I request that the **Corps delineate** the wetlands and/or other aquatic resources that may be present on the property with the attached Pre-Construction Notification or Department of the Army Permit Application.³
- ☐ I request that the **Corps delineate** the wetlands and/or other aquatic resources that may be present on my property with an AJD or PJD.³
- ☐ **No Permit Required (NPR) Letter** as I believe my proposed activity is not regulated.⁴
- ☐ **Unclear** as to which jurisdictional determination I would like and require additional information to inform my decision.

¹**Approved** – An AJD is defined in Corps regulations at 33 CFR 331.2. As explained in further detail in RGL 16-01, an AJD is used to indicate that this office has identified the presence or absence of wetlands and/or other aquatic resources on a site, including their accurate location(s) and boundaries, as well as their jurisdictional status. AJDs are valid for 5 years.

²**Preliminary** – A PJD is defined in Corps regulations at 33 CFR 331.2. As explained in further detail in RGL 16-01, a PJD is used to indicate that this office has identified the approximate location(s) and boundaries of wetlands and/or other aquatic resources on a site that are presumed to be subject to regulatory jurisdiction of the Corps of Engineers. Unlike an AJD, a PJD does not represent a definitive, official determination that there are, or that there are not, jurisdictional aquatic resources on a site, and does not have an expiration date.

³**Corps Delineations**-Current workload and staffing limitations may substantially delay the Corps ability to perform a wetland delineation. The availability of the Corps to perform this service will be evaluated on a case by case basis. In general, the Corps will only perform an on-site delineation for non-commercial entities on parcels which total 5 acres or less. To ensure the accuracy of the supporting information and expedite review and processing, aquatic resource delineations should be completed by experienced/knowledgeable professionals in accordance with Corps established procedures and then submitted to the Corps for verification.

⁴**"No Permit Required" (NPR) Letter**- A NPR letter may be provided by the Corps to notify the requestor that an activity will not require a permit (authorization) from the Corps; this letter can only be used if the proposed activity is not a regulated activity, regardless of where the activity may occur. A NPR letter cannot be used to indicate the presence or absence of wetlands and/or other aquatic resources, nor can it be used to determine their jurisdictional status.

*Please note that delineated boundaries of aquatic resources need to be flagged on-site in order for the Corps to field verify the delineation. This applies to all delineations conducted by an Agent/Environmental Consultant for all types of projects, permit applications, and JD requests. Additionally, the boundaries of the parcel should be clearly marked by staking, fences, cut lines, or other landmarks, and the interior of the property should be readily accessible. Transect cut lines may be required for access and physical reference in densely vegetated areas.

IV. LEGAL RIGHT OF ENTRY

By signing below, I am indicating that I have the authority, or am acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant U.S. Army Corps of Engineers personnel right of entry to legally access the property(ies) subject to this request for the purposes of conducting on-site investigations (e.g., digging and refilling shallow holes) and issuing a jurisdictional determination. I acknowledge that my signature is an affirmation that I possess the requisite property rights to request a jurisdictional determination on the properties subject to this request.

Mailing Address	Property Address/Parcel number(s)
Email Address	Daytime Phone Number
*Signature	Printed Name and Date

Jacksonville Permits Section P.O. Box 4970 Jacksonville, FL 32232-0019 Corpsjaxreg-nj@usace.army.mil	Cocoa Permits Section 400 High Point Drive, Suite 600 Cocoa, FL 32926-6662 Corpsjaxreg-nc@usace.army.mil	Pensacola Permits Section 41 North Jefferson Street, Suite 301 Pensacola, FL 32502-5664 Corpsjaxreg-NL@usace.army.mil
Panama City Permits Section 1002 West 23 rd Street, Suite 350 Panama City, FL 32405-3648 Corpsjaxreg-NP@usace.army.mil	Tampa Permits Section 10117 Princess Palm Avenue, Suite 120 Tampa, FL 33610-8302 tampareg@usace.army.mil	Fort Myers Permits Section 1520 Royal Palm Square Blvd, Suite 310 Fort Myers, FL 33919-1036 SF.New.Applications@usace.army.mil
Palm Beach Gardens Permits Section 4400 PGA Boulevard, Suite 500 Palm Beach Gardens, FL 33410- 6557 Application-sp@usace.army.mil	Miami Permits Section 9900 SW 107 th Avenue, Suite 203 Miami, FL 33176-2785 SEAPPLS@usace.army.mil	Antilles Permits Section Annex Building Fundacion Angel Ramos 383 F.D. Roosevelt Ave., Suite 202 San Juan, Puerto Rico 00918

*Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332.
Principal Purpose: The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced above.
Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.
Disclosure: Submission of requested information is voluntary; however, if information is not provided, the request for an AJD cannot be evaluated nor can an AJD be issued.

U.S Army Corps of Engineers, Jacksonville District Regulatory Division
Information Recommended For a Wetland Delineation Submittal

This document provides a list of detailed information that is recommended for all delineations of aquatic resources and upland determinations that are submitted to the Corps for approval. The information listed below should be submitted with Jurisdictional Determination Requests and/or Wetland Delineations. To reduce delays in verifying Jurisdictional Determinations and Wetland Delineations, it is recommended that the information provided is a complete and true representation of wetlands and other aquatic resources that may be present onsite utilizing methods outlined in the 87 Wetland Delineation Manual and appropriate Regional Supplement. Please note that disturbed or problematic sites as well as sites with previous land use practices such as agriculture and silviculture should utilize methods outlined in Chapter 5 of the Regional Supplement.

Jurisdictional Determination (JD) Request Form

- Current version from Jacksonville District website must be completed fully and signed.

Wetland Determination Data Forms

- Current version of appropriate data form must be used and completed fully.
- Data points should be taken to reflect the current site conditions and represent the vegetative communities on site.
- A sufficient number/location of data points should be taken to represent the wetland/non-wetland status of the entire investigation area.
- Data points locations should confirm or refute the potential for aquatic resource presence depicted on natural resource mapping (Google Earth historical aerial imagery, NWI mapping, NRCS soils mapping, USGS Quadrangle mapping, National Hydrography Data Set (NHDS) mapping, LiDAR, etc.).
- Data points must be located such that there is at least a pair of points for each wetland identified on both sides of the wetland line in positions that illustrate the distinction between wetland and non-wetland.

Maps, Figures, and Photos

- Location Maps: large and small scale maps including streets, intersections, cities, etc. clearly depicting the location of the site in relation to surroundings.
- Project Area/Investigation Area must be overlain on:
 - A representative time sequence of historical aerial imagery. Particularly images taken during the wet season.
 - USGS Topographic Map.
 - NRCS Hydric Rating By Map Unit Web Soil Survey Map.
 - National Wetlands Inventory Map.
 - LiDAR Mapping If Available.
- Site photographs from locations of data points and other relevant site features. Depict photo location and direction on the aquatic resources figure.

- Figure depicting all aquatic resources and other pertinent features identified as present preferably on an aerial image using no-fill polygons. Figure should include:
 - Title Block with project name, applicant, county, state, date.
 - Solid bold line depicting project area boundary with label.
 - North arrow.
 - Clearly marked boundaries of all wetlands and/or other aquatic resources and other pertinent features that are present (Wetlands, Tributaries, Lakes, Borrow Pits, Ponds, Rivers, Drainage Features, Ditches).
 - Size of the site (acres)
 - The size (acres) and length (linear feet) of each individual linear aquatic resource included on the depiction.
 - The size (acres) of each individual non-linear wetland and/or other aquatic resources included on the depiction.
 - Data point locations.
 - Photo locations and direction.

The following tables should be utilized for labeling aquatic resources on the delineated aquatic resource map (wetland delineation map).

Table 1: Aquatic Resource Map/Figure Labels for PJDs and Delineations Only

Label	Description
Wetland X (tidal, non-tidal)	All wetlands, including tidal wetlands.
Non-wetland waters X (tidal, non-tidal)	All non-wetland aquatic resources (ponds, linear features, tributaries, tidal open water).
Upland	Uplands should be labeled.
Non-aquatic resource X (optional)*	Features determined to be non-aquatic resources.

Table 2: Aquatic Resource Map/Figure Labels for AJDs

Jurisdictional Feature Label	Description
TNW X	Traditionally Navigable Water or tidal wetland.
Jurisdictional Tributary X	Tributary, relatively permanent water, or stream bed.
Jurisdictional Wetland X	Meeting 3 parameters or other wetland determination criteria as per 1987 Wetland Delineation Manual and appropriate Regional Supplement.
Other Jurisdictional WOUS X	Other Waters of the United States such as ponds, lakes, ditches, impoundments, etc.
Non-jurisdictional Wetland X	Wetland determined to be non-jurisdictional.
Non-jurisdictional Feature X	Non-jurisdictional ponds, borrow pits, linear features, ditches, etc.
Upland	Uplands should be labeled when wetlands or other waters, regardless of jurisdictional status, are present. When no wetlands or other waters are present, the Upland label is not necessary.

*Optional - Non-Jurisdictional Linear Features or ditches for AJDs and non-aquatic resources for PJDs are not required to be included on the depiction but should be shown and provided on a supplemental sketch.

From: Renea Vincent
Sent: Thursday, June 30, 2022 4:17 PM
To: Mark LeCouris; Costa Vatikiotis
Subject: FW: SAJ-2004-00928 (Walmart Property / Morgan Group Development, LLC / Tarpon Springs) - NW 14

Mark, Mayor,

Latest info...see email response to my inquiry below.

Renea Vincent, AICP, CPM
Planning Director
City of Tarpon Springs
727-942-5611

From: Fellows, John P CIV USARMY CESAJ (USA) <John.P.Fellows@usace.army.mil>
Sent: Thursday, June 30, 2022 4:12 PM
To: Renea Vincent <rvincent@ctsfl.us>
Subject: RE: SAJ-2004-00928 (Walmart Property / Morgan Group Development, LLC / Tarpon Springs) - NW 14

External Email- Use caution with links and attachments

The AJD is still valid, however the Corps can't make a permitting decision for that property, including determining if a permit is required or not, without a new jurisdictional determination. I informed the environmental consultant for the project about that today.

From: Renea Vincent <rvincent@ctsfl.us>
Sent: Thursday, June 30, 2022 1:26 PM
To: Fellows, John P CIV USARMY CESAJ (USA) <John.P.Fellows@usace.army.mil>
Subject: [URL Verdict: Unknown][Non-DoD Source] RE: SAJ-2004-00928 (Walmart Property / Morgan Group Development, LLC / Tarpon Springs) - NW 14

John,

Thank you for the follow up! Not sure if you can speak to this, but in reference to the approved development plans (link below) would an additional permit be required for the adjacent area for which the AJD was issued?

[317e3513373855d49ab7f700e40e5d36_2.b_Final_Development_Plans.pdf \(amazonaws.com\)](#)

For additional information, here is a link to the project information page: [Anclote Harbor - Information Page | Connect Tarpon Springs](#)

Any assistance is appreciated on this. My direct number is [727-938-3711](tel:727-938-3711) ext 2402.

Renea Vincent, AICP, CPM
Planning Director
City of Tarpon Springs
727-942-5611

From: Fellows, John P CIV USARMY CESAJ (USA) <John.P.Fellows@usace.army.mil>
Sent: Thursday, June 30, 2022 12:12 PM
To: Renea Vincent <rvincent@ctsfl.us>
Cc: Obra, Leanne E CIV USARMY USAG (USA) <Leanne.E.Obra@usace.army.mil>
Subject: SAJ-2004-00928 (Walmart Property / Morgan Group Development, LLC / Tarpon Springs) - NW 14

External Email- Use caution with links and attachments

Hello Ms. Vincent –

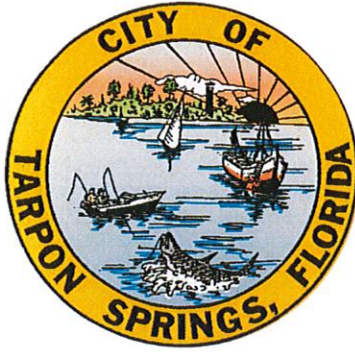
I received a copy of an email about the subject project. The Corps issued a Nationwide Permit 14 verification to the applicant on June 28, 2022, for an extension of the culvert under US 19 on the west side of the property (copy attached). The Corps also issued an Approved Jurisdictional Determination to Morgan Group Development, LLC for the adjacent area on June 7, 2021. The Corps has not received any recent requests for other actions, including permitting actions, on this parcel.

FYI, Leanne Obra has passed this project on to me, so please feel free to contact me if you have any other questions.

Respectfully,

John

John Fellows
Acting Section Chief
U.S. Army Corps of Engineers,
SAJ-RD-W, Tampa Permits Section
Office: 813-769-7070
Cell/Telework: 813-538-3932



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 *JL*
DATE: 02/14/2023
SUBJECT: Conduct Scoring for Request for Proposals (RFP) 230071-P-JL, Executive Search Firm, for New City Manager

RECOMMENDATION:

Conduct Scoring for Request for Proposals (RFP) 230071-P-JL, Executive Search Firm, for New City Manager.

BACKGROUND:

The city is currently in search of an executive firm to provide a search for a new City Manager. On December 8, 2022, the RFP was posted on Demandstar.com. The submittals were due on January 10, 2023. Four (4) proposals were received. This evaluation is to provide a consensus scoring of the top ranked firm.

During the consensus scoring, individuals will provide what they gave as a score in each category and will select a point value at that time that all agree upon. If there is a significant difference in scoring a discussion will take place as to why that individual scored it that way and try to come to an agreement.

Once the consensus scoring is complete, a decision will be made by the Board of Commissioners as to whether the need for oral presentation/interviews is necessary. In this solicitation--The City reserves the right to invite the top-ranked Proposers to attend an interview/oral presentation. So, if the scoring is evident as to a clear point value ranking, then the Board may decide to forgo the oral presentations.

The overall Qualification Criteria for evaluation will be comprised of:

CRITERIA	POINTS VALUE
1. PRIOR EXPERIENCE AND SUCCESS RATE	20
2. PAST PERFORMANCE	20
3. COST	20
4. UNDERSTANDING OF PROJECT & REQUIREMENTS	20
5. APPROACH AND METHOD	10
6. REFERENCES	10
TOTAL	100

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS**



**RFP No. 230071-P-JL
Executive Firm Search for City Manager**

ISSUE DATE: December 8, 2022

RESPONSES DUE: January 10, 2023
3:00 P.M. (Local Time)

SUBMIT TO: City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS
RFP No. 230071-P-JL
Executive Firm Search for City Manager**

The City of Tarpon Springs, Florida ("City") is requesting responses to this Request for Proposals ("RFP"), for an Executive Firm Search to assist the City Commission in the selection of a City Manager. The City Commission intends to select one firm with demonstrated expertise in providing similar services to those requested herein.

Firms with demonstrated expertise on similar projects are invited to submit a proposal package. The Request for Proposal (RFP) can be obtained from the website at www.demandstar.com. Questions regarding this RFP should be directed to Janina Lewis, Procurement Services Director, at jlewis@ctsfl.us. All questions must be received in writing no later than **3:00 PM, local time, December 21, 2022**, and will be answered via written addendum.

Proposal Submission, Date and Time:
No later than **3:00 PM, local time, January 10, 2023**.

RFP No.	230071-P-JL
Project:	Executive Firm Search for City Manager
Bid Bond:	N/A
Performance Bond:	N/A

Proposals are expected to be submitted electronically. If you elect to respond to this proposal you must submit the bid electronically through the online services of DemandStar, all documents and attachments must be uploaded by the date and time indicated. Respondents who are E-Bidding for the first time are strongly encouraged to contact DemandStar.com at (800)711-1712 or obtain assistance by e-mailing questions to suppliersservices@onvia.com. Solicitation responses uploaded to DemandStar.com (i.e., www.demandstar.com) after the Solicitation Response Due Date and time shall not be considered. It is the sole responsibility of the Respondent to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

The City of Tarpon Springs' staff will evaluate the proposals based on the criteria established in the Request for Proposals. After the ranking is completed, the City Board of Commissioners' approval will be sought to approve the ranking and award a negotiated Agreement, which will be in the best interest of the City, with the top ranked Firm.

Ex-Parte Communication. In order to ensure fair evaluation of proposals, ex parte communication initiated by Proposers is prohibited from the time the responses are opened until a final decision has been made. No Proposer may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a Proposer after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
jlewis@ctsfl.us

The City may, however, initiate communication with any Proposer in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex parte communication initiated by a Proposer may disqualify that Proposer from consideration for this or future Request for Proposals.

The City will not pay any costs incurred by Proposers in the preparation of its proposal or presentations. Proposals may not be withdrawn for 90 days after bid opening. The City reserves the right to reject any and all proposals and to waive minor informalities.

If you elect to respond to this Request for Proposals, **provide one (1) electronic uploaded copy of your proposal to this office by the date indicated.**

Late proposals will be rejected.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Attachments

JL: jl

RFP No. 230071-P-JL
Executive Firm Search for City Manager

Table of Contents

SECTION 1 - SCOPE OF SERVICES

1.1. Definitions	1
1.2. Scope of Services Summary	2
1.3. Budget.....	3
1.4. Schedule	3

SECTION 2 - SPECIAL CONDITIONS

2.1. Intent	3
2.2. Agreement Term.....	4
2.3. Background Checks.....	4
2.4. Licenses and Permits	4
2.5. Books and Records	4
2.6. No Liens	4
2.7. No Waiver.....	4
2.8. Safety	4
2.9. Performance	4
2.10. Unauthorized Personnel	5
2.11. Use of City Property, Facilities and Equipment	5
2.12. Damage.....	5
2.13. Examination of Work.....	5
2.14. Use of Premises	5
2.15. Clean-up.....	5
2.16. Non-Exclusive.....	5
2.17. Relationship of Parties	5
2.18. Subcontracting.....	6
2.19. Equipment Storage Space	6
2.20. Purchase Agreement	6
2.21. Termination	6

SECTION 3 - PROPOSAL REQUIREMENTS

3.1. Required Format.....	6
---------------------------	---

SECTION 4 -EVALUATION PROCEDURES

4.1. Evaluation of Proposals	8
4.2. Evaluation Committee.....	8
4.3. Proposal Clarifications	9
4.4. Proposal Evaluations and Ranking	9
4.5. The Evaluation Committee's Recommendation	9

**SECTION 5 - ADMINISTRATIVE REQUIREMENTS-INSTRUCTIONS TO PROPOSERS AND
GENERAL PROVISIONS**

5.1. Preparation of the RFP	10
5.2. Submission or Receipt of Proposals	10
5.3. Right to Reject Proposal	10
5.4. Explanations	10
5.5. Acceptance of Offer	10
5.6. Modification or Withdrawal of Offer	10
5.7. Discrepancies, Errors, and Omissions	11
5.8. Disqualification	11
5.9. Mistakes	11
5.10. Taxes.....	11
5.11. Governmental Restrictions.....	11
5.12. Advertising.....	11
5.13. Excess Reprocurement Liability.....	11
5.14. Waiver of Breach	11

5.15. Entire Agreement.....	11
5.16. Execution of Agreement.....	12
5.17. Proper Expenses	12
5.18. Public Records Law	12
5.19. Compliance with Laws	13
5.20. Governing Law; Consent to Jurisdiction	13
5.21. Attorney's Fees.....	13
5.22. Force Majeure	13
5.23. Hold Harmless	13
5.24. Drug-Free Workplace	14
5.25. Public Entity Crimes.....	14
5.26. Award Without Discussion	14
5.27. Award of Agreement	14
5.28. Non-budgeted Funds	14
5.29. Disputes and Complaints	14
5.30. E-Verify Registration.....	15
5.31. Assignment and Sub- Letting	15
SECTION 6 - PROPOSAL FORMS	
Vendor Information	
References	
Non-Collusion Affidavit	
Drug Free Workplace Certification	
Lobbying and Conflict of Interest	
SECTION 7 - ATTACHMENTS AND EXHIBITS	
Attachment A - Minimum Insurance Requirements	

SECTION 1- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs ("City") is seeking to hire a City Manager, who shall be responsible for the administration of all City departments and oversight of all affairs under the jurisdiction of the City as established by the City Charter (please refer to the link below).

https://library.municode.com/fl/tarpon_springs/codes/code_of_ordinances?nodeId=CHT_ASPFL_ARTIIIEXBR_S16CIMAACMA

This position is accountable to the City Commission. The proposed hiring, salary range for the position is negotiable upon experience, and includes full benefits package. The City Commission is seeking proposals from qualified executive search firms wishing to be considered as the firm selected to conduct a nationwide search for this position. The firm should be a nationwide executive search firm specializing in searches for executives for local governments. The firm must demonstrate experience in conducting a large number of searches for executives for local governments, especially in the State of Florida.

1.1. DEFINITIONS

Addendum. A modification of the Bid/Agreements issued by Procurement Services and distributed to prospective Proposers prior to the bid due date and time.

Bid. The written submittal of an Proposer, submitted on the Bid Form to provide goods and/or perform the work/services in accordance with the requirements and specifications of the Bid Documents and stating the consideration that the Proposer will require for doing so.

Proposer. An individual, partnership or corporation submitted a bid, on the attached Bid Form, for the item and/or service contemplated.

City: The term City means the City of Tarpon Springs, Florida.

Change Order. A written order issued by the Chief Procurement Officer to the Successful Proposer/Contractor directing certain changes, additions or reductions in work or services or in the materials or methods to be used.

Contract. The written agreement between the City and the Successful Proposer/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

Agreements. The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements and Change Orders.

Request for Proposals. The term Request for Proposals means a solicitation of formal sealed proposals. The acronym "RFP" means Request for Proposals, the RFP includes the Instructions to Proposers, General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed proposals. Price is usually not a primary evaluation factor.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Proposer. The term responsible Proposer means an Proposer who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Proposer. The term responsive Proposer means an Proposer who has submitted a bid which conforms in all material respects to the requirements set forth in the ITB.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the requirement performance. The term shall not include employment agreements or collective bargaining agreements.

1.2. SCOPE OF SERVICES

The firm selected will:

1. Develop a recruitment strategy - meet with the City Commission to develop a strategy and implement processes for recruitment;
2. Develop a candidate profile-meet with the City Commission to actively solicit their input to develop a candidate profile. As a prerequisite for consideration, a candidate must be certified by the International City Managers Association (ICMA). Assist in developing or updating the job description and salary range;
3. Develop a project timeline-develop a timeline for accomplishing scope of services based on the City Commission's estimated timeline;
4. Develop and implement a recruitment campaign-design recruitment materials, prepare and place an announcement in appropriate print and electronic media, journals, professional publications, and other target markets that reach a diverse candidate pool;
5. Conduct a direct outreach to potential candidates-directly solicit candidates for the position by means of personal networking and outreach;
6. The firm should be prepared to have at least one public meeting with the City to develop the

profile, one public meeting to discuss the candidates prior to the interviews and private one-on-one sessions with the individual City Commissioners as deemed necessary. The search firm will be available

to guide the City through the process and offer any judgment it has with regard to the candidates and the selection process;

7. Candidate screening-develop a list of outstanding candidates by performing a resume review and conduct other assessment processes. Submit a portfolio of all outstanding applicants to be reviewed by the City Commission with the firm's recommendation for the finalists listed;

8. Background checks-conduct a preliminary background check on select candidates, and a more detailed level two (2) investigation on the finalists. For the finalists, such investigation shall include, but not limited to, national and/or statewide reference checks, criminal and driving records, education verification and credit checks;

9. Recruitment report- present portfolios for each of the finalists;

10. Finalist interviews-work with the City Commission to develop and implement the finalist selection process. Coordinate an interview process for the finalists, which may also include news media and/or public meetings, if requested;

11. Compensation negotiations-assist with negotiating the compensation package and, if necessary, contract terms, if requested by the Commission and;

12. Notify rejected candidates.

1.3. BUDGET

All costs associated with delivering the requested services shall be detailed in the format requested in Attachment B.

1.4. TENTATIVE SCHEDULE*

Solicitation	December 8, 2022
Deadline for Questions	December 21, 2022
Proposal Opening	January 10, 2023
Shortlist	January 24, 2023
Interview/Presentations (as applicable)	TBD
Board Approval.....	TBD

*Dates are subject to change and listed here for planning purposes

SECTION 2 - SPECIAL CONDITIONS

2.1 Intent

The intent of this document is to describe the requirements, terms and conditions for Comprehensive Plan Update services.

2.2 Term

The term of this agreement shall commence on the effective date of agreement. Delivery of associated services shall be complete within one year from the date of contract execution.

2.3 Background Checks

The Proposer shall certify to the City of Tarpon Springs background checks are conducted on all Proposer's employees who will perform services at City facilities.

2.4 Licenses and Permits

Proposer shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Proposer's performance of this Agreement. Proposer shall provide the City with written evidence of such licenses, certifications and approvals.

2.5 Books and Records

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the term of this Agreement and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the City for a period of three (3) years following expiration or earlier termination of this Agreement.

2.6 No Liens

Proposer shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Proposer, or to anyone using City property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

2.7 No Waiver

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Proposer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

2.8 Performance

Proposer shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.

2.9 Safety Standards

Proposer shall be responsible for ensuring that personnel assigned to the Contract follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

2.10 Unauthorized Personnel

The Proposer's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Proposer employee. The City of Tarpon Springs prohibits teenagers, minors,

or children from working in City-owned buildings under this Agreement. All employees of the Proposer must be eighteen (18) years of age or older.

2.11 Use of City Property, Facilities and Equipment

The Proposer shall not use City facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company business. The City telephones shall be used only for medical emergencies or to call City representative(s). If used, a notice of use shall be provided to the City Representative when no City employees are on site.

2.12 Damage

Proposer shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Proposer, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed 30 calendar days from date damage was done.)

2.13 Examination of the Work

The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

2.14 Use of Premises

Proposer shall confine its equipment, apparatus, and the operation of its workmen to the limits indicated by Laws or direction of the project manager, and shall not unreasonably encumber the premises with its materials. Proposer shall take all measures necessary to protect its own materials.

2.15 Clean-up

At the end of each working day, Proposer shall clean and remove from the premises, all discarded materials and rubbish and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work. Proposer shall leave the work site in a neat and presentable condition.

2.16 Non Exclusive

Award of this Agreement shall impose no obligation on the City to utilize Proposer for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

2.17 Relationship of Parties

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the City and Proposer. It is understood and agreed that nothing contained herein, nor any acts of the City or Proposer, shall be deemed to create any relationship other than the relationship of independent Proposers and principals of their own accounts.

Neither Proposer nor its employees shall be the employees of the City under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Proposer shall assume all liabilities and obligations imposed by any such Laws with respect to its employees. Proposer and its employees shall have no authority to act as the agent of the City and shall not hold itself out as such.

2.18 Subcontracting

The hiring or use of outside services or subcontractors in connection with the performance of Proposer's obligations under this Agreement shall not be permitted without the prior written approval of the City. Proposer shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement. In the event that work is subcontracted, the Proposer retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.

Notwithstanding any such subcontracting, Proposer shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.

2.19 Equipment Storage Space

Equipment storage space and maintenance areas shall be provided by the City. Although provided by the City, it will be the responsibility of the Proposer to keep the area neat and clean at all times.

2.20 Purchase Agreement

The successful Proposer shall be issued a Purchase Order, which by reference, incorporates all terms and conditions as set forth in this RFP, any Addenda issued, and the Proposer's response.

The Purchase Order, RFP document, any Addenda issued, and the Proposer's response shall constitute the entire Agreement between the City and the successful Proposer.

Proposer shall reference the Purchase Order number on any invoice submitted to the City for payment.

2.21 Termination of Contract

The City of Tarpon Springs reserves the right to terminate this Agreement with 30 days written notice if:

- a. Proposer is determined by the City to be in breach of any of the terms and conditions of this Agreement;
- b. The City has determined that such termination will be in the best interest of the City to terminate this Agreement for its own convenience; or
- c. Funds are not available for this service. The City's obligation is contingent upon the availability of appropriated funds.

SECTION 3 - PROPOSAL REQUIREMENTS

3.1. Required Format

- a. The electronic version of the proposal shall be in pdf or Microsoft Office® format and shall include all the information and documentation requested in this Section IV, Proposal Requirements. The electronic version of Proposer's proposal submission should be a continuous document in one file, a separate file for the Pricing Proposal, and shall clearly identify the Proposer and the RFP number. The proposal should be individually tabbed for each of the sections listed below and be consecutively page numbered.

- b. The following is an explanation of the minimum information that should be included in each of the sections. Proposals must conform to this format.

Title Page: (Non-scored)

Title page shall show the request for proposal's subject, title and proposal number; the firm's name; address and telephone number of a contact person; and the date of the proposal.

Tab 1. Executive Summary (0 points)

Provide an overview of how your firm will work with the City to provide the required services and meet time and budget requirements. Provide a brief, concise summary of your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for your firm, their title, address and telephone and fax numbers. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

Tab 2. Prior Experience and Success Rate (20 points)

Provide the names of project team members proposed to perform and/or assist with the work and oversee the City's project including resumes. Include an organization chart showing the working relationship of the management structure. Indicate which team members have worked together on similar size projects. Indicate the success rate in recruiting and retention qualified City Managers.

Tab 3. Past Performance (20 points)

Describe the firm's qualifications and expertise related to the subject project. Discuss experiences with managing similar projects. Provide a list of no more than five clients (including name of contact, address, phone number and description of work performed) for whom similar projects have been performed by the key personnel identified in the paragraph above. Use Reference Form and copy if necessary.

Tab 4. Cost (20 points)

Provide a total all-inclusive maximum price. Cost should contain all pricing information relative to performing all work to recruit a City Manager for the City of Tarpon Springs. The total all-inclusive maximum price is to contain all direct and indirect costs, including all out of pocket expenses. The guaranteed maximum total cost and estimated calendar day duration (including projected hours) for which your firm will provide the work described in this RFP.

Tab 5. Understanding of Project and Project Requirements (20 points)

Provide the following information pertaining to the services to be performed. Describe your understanding of the mission and goals of the project. Provide details of tasks and personnel required to accomplish the Scope of Work contained in this RFP. Include estimated personnel hours for each team member. Identify other resources required to accomplish the mission of this project. Provide a detailed project schedule. State whether or not your firm is a Certified Minority Business Enterprise. State warranty provisions for repeating the process should the selected candidate not complete at least two years of service within the City or if the firm cannot find a suitable candidate.

Tab 6. Approach and Method (10 points)

Describe proposed approach and methodology for meeting the goals as described in the scope of services - including recruitment process, ranking process and presentation of candidates. Include detailed step-by-step process used for recruitment, a list of the various

search methods to be used, a description of the firm's ranking process, how the final ranked candidates are presented to the Commission. Identify the elements of the background checks that would be performed on all candidates and finalist and what firms or sources will be used if any element of the background and performance assessment is to be outsourced. Describe how the project will permit interaction and advisory input from the City Commission.

Tab 7. References (10 points)

Provide references for the most recent City Manager search projects, preferably in the State of Florida-minimum five. Include the size of the municipality. References should include the following information: name of agency, contact name, address, telephone number and email address.

Tab 8. City Forms

Respondent shall complete and execute the forms specified below and found on the designated pages in this RFQ, and shall include them in the section tabbed 7:

- Vendor Information Sheet
- Non-Collusion Affidavit
- Drug Free Workplace Form
- Conflict of Interest

SECTION 4 - EVALUATION OF PROPOSALS

4.1. Evaluation of Proposals

The City endeavors to maintain strict confidentiality and objectivity throughout this procurement process to the extent allowed by law. Thus, Proposers shall in no way attempt to communicate with City staff, City Board of Commissioners, and other key project stakeholders except as outlined in the RFP.

Proposals will be evaluated and scored by the committee, per the criteria outlined herein. As part of the evaluation process, the City will also take into consideration the responsiveness and responsibility of the Proposers. The criteria for responsiveness and responsibility are as follows:

4.1.1 Responsiveness: The City will determine whether the Proposal complies with the instructions contained herein, including completeness, submission of all required forms, adherence to response format instructions, compliance with minimum qualifications, etc.

4.1.2 Responsibility: The City will determine whether the Proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance on projects for the City of Tarpon Springs and outside agencies, references (including those found outside the Proposal), compliance with laws (including tax laws), Proposer's record of performance and integrity (including delinquency, unfaithfulness, legal qualification to enter into a contract, financial stability, perceived ability to completely perform as specified, etc.), financial resources, facilities, equipment, and personnel (including that of subcontractors). City staff may also utilize Duns & Bradstreet and/or any generally available industry information. The City will determine whether any failure to supply information, or the quality of the information provided, will result in rejection.

4.2. Evaluation Committee

Final approval of selection will be made by the City Commission.

4.3. Proposal Clarifications

The Evaluation Committee members will determine if any additional clarifications regarding any and all portions of a Proposal for any of the Proposers are necessary. If additional clarification is deemed necessary, these clarification requests will be submitted to the Proposers in writing. Proposers will have a minimum of five (5) business days to provide a response to the clarification request correspondence.

Proposers are notified that responses to the clarification requests will be considered in the final rankings and may be included in the final Agreement.

4.4. Proposal Evaluations and Ranking

The Evaluation Committee will evaluate and rank the Proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

CRITERIA MAXIMUM POINTS

TAB 1 - 0 points-Executive Summary
TAB 2 - 20 points - Prior Experience and Success Rate
TAB 3 - 20 points - Past Performance
TAB 4 - 20 points - Cost
TAB 5 - 20 points - Understanding of Project and Project Requirements
TAB 6 - 10 points - Approach and Method
TAB 7 - 10 points - References
<u>TAB 8 - 0 points-City Forms</u>
TOTAL 100

4.5. The Selection Committee's Recommendation

The proposals will be evaluated based on the factors set forth in the RFP and may be reduced to three (3) or fewer Proposers. Discussions may be conducted with these Proposers to further clarify the City's requirements and the Proposer's proposals. Proposers may be required to make presentations.

The City reserves the right to invite the top-ranked Proposers to attend an interview/oral presentation. This provides an opportunity for the Proposers to clarify or elaborate on their Proposal. This is a fact finding and explanation session only and does not include negotiation. The City's Procurement Services Department will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a City location unless virtual attendance is coordinated in advance with the City, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of the City and may or may not be conducted. A specific time schedule will be established after the Proposals are received and reviewed. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation, utilizing the same evaluation criteria detailed herein.

Written notification of the Selection Committee's ranking of the proposals will be published online and made available to Proposers.

SECTION 5 - ADMINISTRATIVE REQUIREMENTS -INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

5.1. Preparation of the RFP

Proposers are expected to examine this RFP and all related documents. Failure to do so is at the Proposer's risk. Each Proposer shall furnish the information required by the RFP. The Proposer shall print or type the Proposer's name, address and telephone number on the face page, and each continuation sheet must be identified with Proposer's name.

The Proposers shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

5.2. Submission or Receipt of Proposals

Proposal are to be submitted electronically through the ebidding process via, Demandstar.com.

Facsimile or e-mail proposals will not be considered; however, proposals may be modified by facsimile notice provided such notices are received prior to the hour and date specified in the RFP.

Late proposals and modifications will not be considered. Failure to follow the instructions in the RFP is cause for rejection of offer.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature. This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature.

5.3. Right to Reject Proposal

Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The City will not pay any costs incurred by any Proposers in the preparation of proposals or presentations.

5.4. Explanations

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFP will be issued by the City of Tarpon Springs through DemandStar/Onvia (www.demandstar.com). **Responses will not be made to questions submitted after the deadline.**

5.5. Acceptance of Offer

The signed proposal shall be considered an offer on the part of the Proposer.

5.6. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Proposer so agrees by submitting its proposal.

5.7. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Services Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Agreement. The City will not be responsible for any oral instructions, clarifications, or other communications.

5.8. Disqualification

The City reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers.

5.9 Mistakes

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at Proposer's risk.

5.10. Taxes

The City does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. The Tax Exemption Number is 85-8012621696C-2.

5.11. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this proposal prior to their beginning of work, it shall be the responsibility of the successful Proposer to notify the City of Tarpon Springs at once, indicating in writing the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

5.12. Advertising

In submitting a proposal, Proposer agrees not to use the results as a part of any advertising.

5.13. Excess Reprocurement Liability

Contractor shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform. Such re-procurement expense obligation by contractor shall be limited to the excess over the agreed upon price.

5.14. Waiver of Breach

No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

5.15. Entire Agreement

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

5.16. Execution of Agreement

The individual, firm, or corporation to which the Agreement has been awarded shall sign the necessary Agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved Agreement has been received by the successful Contractor. The Agreement shall not be considered binding upon the City until it has been properly executed.

5.17. Proposer Expenses

The City is not responsible for any expenses that Proposer may incur in preparing and submitting responses called for in this request. The City will not pay for any such expenses and will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations.

5.18. 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**

5.19. Compliance with Laws

Proposer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with City policies and procedures including but not limited to policies and procedures related to security and internet access.

5.20. Governing Law; Consent to Jurisdiction

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

5.21. Attorney's Fees

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

5.22. Force Majeure

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

5.23. Hold Harmless

The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractor, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the Contractor against the City of Tarpon Springs and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

5.24. Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

5.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.26. Award Without Discussion

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.27. Award of Agreement

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP.

5.28. Non-budgeted Funds

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

5.29. Disputes and Complaints

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

5.30. Compliance with Labor and Immigration Laws

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

5.31. Assignment

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

SECTION 6 - PROPOSAL FORMS

- Vendor Information
- References
- Non-Collusion Affidavit
- Drug Free Workplace Certification
- Lobbying and Conflict of Interest

SECTION 7 - ATTACHMENTS AND EXHIBITS

Attachment A - Minimum Insurance Requirements

PROPOSAL FORMS

VENDOR INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: ___Federal Tax ID ___ Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____
 - (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.
 - (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer

has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City of Tarpon Springs.

4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal.

Proposer: _____(signature)

RFP No. 230071-P-JL
Executive Search Firm
REFERENCES - INCLUDE IN TAB 7

#1 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#2 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#3 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		

Comments		
#4 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#5 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		

NON-COLLUSION AFFIDAVIT

I, _____, depose and say that:

1. I am _____ of the firm of _____, the firm submitting the response described in this Request for Proposals for: RFP 230071-P-JL, Executive Search Firm and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: _____ Date: _____

STATE OF: _____ CITY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of 202__.

NOTARY PUBLIC

My Commission Expires: _____

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: _____

Signature: _____

Company: _____

Name: _____

(Typed or Printed)

Address: _____

Title: _____

Phone No: _____

E-Mail: _____

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company)

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee".

Signature _____

Date: _____

STATE OF: _____ CITY OF: _____

Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

NOTARY PUBLIC

My commission expires: _____

MINIMUM INSURANCE REQUIREMENTS

1. Insurance

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current A.M. Best Company, Inc. Key Rating Guide. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage 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, or any Contract extension.

1.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Broad Form Property Damage and Fire Legal Liability(Per Occurrence)	\$50,000
2.	Automobile Liability	
	Each Occurrence Combined Single Limit	\$1,000,000
	General Aggregate	\$1,000,000
3.	Worker's Compensation	\$1,000,000
4.	Employer's Liability	
	Each Accident	\$1,000,000
	Disease Each Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

- 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 coverage's or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, c/o Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor 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 Contractor from its insurer; and nothing contained herein shall absolve Contractor 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 Contractor.

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" or "Additional Named Insured", endorsed on the policy/policies.

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.



MEMORANDUM

To: Mayor & Board of Commissioners

From: Renea Vincent

Date: February 8, 2023

BOC Meeting: Feb. 14, 2023, Regular Session

Subject: **Comprehensive Plan Text Amendments, 2nd Readings**

BACKGROUND: At the Dec. 6, 2022, Regular Session of the Board of Commissioners, the Board held a first reading for two amendments of the City's Comprehensive Plan. Collectively, these two amendments provide for:

- Updates to the Future Land Use Element (Commercial General and Commercial Limited map categories, conditional use provisions, and definitions) to limit residential development through acreage thresholds
- Updates to the Future Land Use and Coastal Management elements to strengthen Coastal High Hazard policies.

No changes have been made to the ordinances since first reading. State of Florida DEO and other applicable agencies have reviewed the proposed amendments. No objections have been received.

RECOMMENDATION: Staff recommendation is to approve both ordinances.

ATTACHMENTS:

- Ord. 2022-33 Comp Plan Text Amendment, Future Land Use (Residential Uses in Commercial Categories, CU's, Definitions)
- Ord. 2022-32 Comp Plan Text Amendment, Future Land Use & Coastal Elements (CHHA Policies)

ORDINANCE 2022-33

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING OBJECTIVE 2.4, POLICY 2.4.2, POLICY 2.4.3, AND SECTION VI DEFINITIONS OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THIS ORDINANCE AT THE PUBLIC HEARING AND/OR WITH OTHER RESPONSIBLE PARTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City wishes to amend the Commercial General and Commercial Limited Future Land Use Map Categories to provide acreage limitations for certain uses in these districts, and,

WHEREAS, the City deems conditional uses to be more appropriately regulated through the City's Land Development Code and wishes to remove conditional use provisions from the Comprehensive Plan, and

WHEREAS, associated definitions of the Future Land Use Element must be updated in support of these amendments; now therefore;

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. Objective 2.4, Policies 2.4.2, 2.4.3 and Section VI Definitions of the Future Land use Element of the Comprehensive Plan of the City of Tarpon Springs are hereby amended to read as follows:

Objective 2.4

Commercial Land Use Categories provide for commercial uses including products and services along major corridors and at roadway intersections to serve residents and visitors on both a localized and regionalized basis. Commercial categories recognize major commercial corridors along portions of U.S. Highway 19 and Alternate Highway 19 along with existing specialized and traditional commercial sections of the City.

Policy 2.4.2 Commercial Limited (CL) The ~~primary-use~~intent shall be to designate areas for the development of commercial uses, attractions, and accommodations for the tourist oriented economy;

- a. Primary Permitted ~~u~~Uses Not Subject to Acreage Thresholds: Retail Commercial; Commercial/Business Service, Personal Service; Transient Accommodation

- b. Secondary Permitted Uses Subject to Acreage Thresholds: Any contiguous use or combination of uses subject to the same acreage threshold below, alone or when added together, exceeding the acreage maximum shall require an amendment to a land use map category where the acreage maximum does not apply.

- Uses subject to 5 Acre Maximum - Residential~~uses after a conditional use review~~; Residential Equivalent, Institutional, Transportation/Utility Use

c. Density/Intensity Standards

- Residential Use shall not exceed 15 units per acre
- Residential Equivalent use shall not exceed an equivalent of 3 beds per permitted dwelling unit at 15 dwelling units per acre.
- Temporary Lodging Use shall not exceed 30 units per acre unless the alternate temporary lodging facilities densities and intensities standards are elected as outlined in Goal 6 and the subsequent objectives and policies.
- Non-Residential use shall not exceed a floor area ratio of .45, nor an impervious surface ratio of .85.

~~(a) Acreage Limitations: Institutional and Transportation/Utility Use shall not exceed a maximum area of five (5) acres. Any such use, alone or when added to existing contiguous like use(s), which exceeds this threshold shall require a plan map amendment which shall include such use and all contiguous like uses.~~

Policy 2.4.3 Commercial General (CG)

- (a) The primary use intent shall be to designate existing commercial areas which may be either highway or commercial oriented and include uses of varying degree and intensity;
- (b) Strip commercial development in areas not currently characterized as such shall be restricted. Infill of existing strip commercial may be permitted after an examination of the associated transportation impact;
- (c) Intensive commercial uses may be permitted provided they are reviewed for land use compatibility and outdoor storage is restricted or opaquely screened. Screening shall include landscaping techniques;

- (d) Primary Permitted Uses Not Subject to Acreage Thresholds shall include Office, Personal Service/Office Support, Retail Commercial, Commercial/Business Service, Transient Accommodation, Wholesale/Distribution, Storage/Warehouse Commercial, , Commercial Recreation, Research/Development, Light Manufacturing/Assembly, Recreation/Open Space.
- (e) Secondary Permitted Uses Subject to Acreage Thresholds – Any contiguous use or combination of uses subject to the same acreage threshold below, alone or when added together, exceeding the acreage maximum shall require an amendment to a land use map category where the acreage maximum does not apply.
- shall include Commercial Recreation, Uses subject to 5 Acre Maximum - Residential (requires conditional use review for compatibility), Residential Equivalent, Institutional, Institutional, Transportation/Utility, Recreation/Open Space ; Research/Development, Light manufacturing/assembly.
- (f) Density / Intensity Standards
- Residential Use shall not exceed 15 units per acre
 - Residential Equivalent use shall not exceed an equivalent of 3 beds per permitted dwelling unit at 15 dwelling units per acre.
 - Transient Lodging: Use shall not exceed 30 units per acre unless the alternate temporary lodging facilities densities and intensities standards are elected as outlined in Goal 6 and the subsequent objectives and policies.
Non-Residential use shall not exceed a floor area ratio of .45, nor an impervious surface ratio of .85
 - Mixed Use shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.

(g) Acreage Limitations: Institutional and Transportation/Utility Use shall not exceed a maximum area of five (5) acres. Any such use, alone or when added to existing contiguous like use(s), which exceeds this threshold shall require a plan map amendment which shall include such use and all contiguous like uses.

SECTION VI. Definitions

4. Conditional Use – An approval permit granted by the governing body which includes a review of land use compatibility subject to specific conditions or criteria set forth in the Land Development Code.

- 9. Primary Use / Permitted Uses not subject to acreage thresholds - The predominant land use.
- 11. Secondary Use / Permitted Uses subject to acreage thresholds - Secondary uses typically serve support functions to the primary land uses and are of secondary importance in terms of the area having zoning approval.

January 26, 2023

The Honorable Costa Vatikiotis
Mayor, City of Tarpon Springs
324 East Pine Street
Tarpon Springs, Florida 34689

Dear Mayor Vatikiotis:

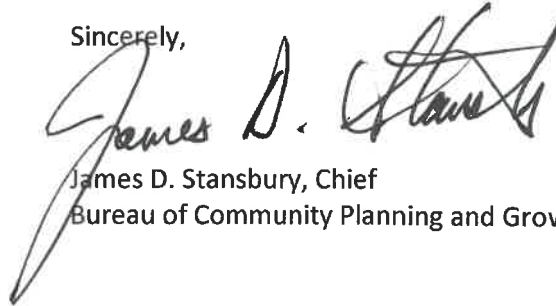
The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Tarpon Springs (Amendment No. 22-02ESR) received on December 27, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@DEO.MyFlorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with the first name "James" being the most prominent.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

Enclosure(s): Procedures for Adoption

cc: Patricia McNeese, AICP, Principal Planner, City of Tarpon Springs

Sean Sullivan, Executive Director, Tampa Bay Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://fldeo.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities.
(Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JARED W. PERDUE P.E.
SECRETARY

January 4, 2023

Ms. Patricia L. McNeese, AICP
Principal Planner
City of Tarpon Springs Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

Re: Tarpon Springs Comprehensive Plan Amendment 22-02ESR

Dear Ms. McNeese:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed amendment application #22-121 (Ordinance 2022-33)

Background: Tarpon Springs covers approximately nine square miles and fronts the Gulf of Mexico. The 2020 population was 25,937 (US Census). Predominant land uses include residential, recreation/open space, conservation/preservation, vacant and public/semi-public. There are three state arterial roads in the City: US Highway 19 (part of the Strategic Intermodal System); Alternate US Highway 19/State Road 595/Pinellas Avenue; and State Road 582/Tarpon Avenue. The Anclote River runs through the northern portion of the City.

Proposal: This is a text amendment to the Future Land Use Element that provides for modifications to allowable uses under the intent of both Commercial Limited and Commercial General Future Land Use Map categories. The amendment(s) also add clarification to the definitions for primary and secondary uses allowable under Future Land Use categories. The amendment proposals have no traffic associated impacts.

Comments: FDOT determined amendment 22-02ESR (Ordinance 2022-33) has no impact on important state transportation resources or facilities within its jurisdiction.

Also, for your information, FDOT has incorporated a hyperlink to provide technical assistance so local governments (e.g., City of Seminole) can find FDOT projects quickly by selecting a road, city, or county, or by clicking onto a county on the Tampa Bay Service Area Map identified on the header page of the hyperlink. The site also contains current news about detours and lane closures as well as an interactive email sign-up to receive news email alerts. FDOT projects hyperlink follows: <https://www.fdotampabay.com/>.

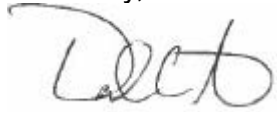
Ms. Patricia L. McNeese, AICP

Page 2

January 4, 2023

Thank you for coordinating on the review of the adopted amendment with FDOT. Should you have any questions please do not hesitate to contact me at 813-975-6429 or at Daniel.santos@dot.state.fl.us.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Santos", is positioned above the printed name.

Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, LGCP Coordinator, FDOT District 7

end



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Joel Schleicher

Chair, Charlotte, Sarasota

Ed Armstrong

Vice Chair, Pinellas

Michelle Williamson

Secretary, Hillsborough

John Mitten

Treasurer, Hernando, Marion

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Ashley Bell Barnett

Polk

Jack Bispham

Manatee

John Hall

Polk

Brian J. Armstrong, P.G.

Executive Director

January 18, 2023

Ms. Patricia L. McNeese, AICP
Principal Planner
City of Tarpon Springs
Planning and Zoning Department
324 East Pine Street
Tarpon Springs, FL 34688-5004

Subject: Tarpon Springs 22-2ESR

Dear Ms. McNeese:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment. It does not appear that the proposed amendment will result in any adverse regional water resource-related impacts. Therefore, we are not forwarding any comments for consideration.

We appreciate this opportunity to participate in the review process. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 269-6937 or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG

cc: Barbara Powell, DEO

Patricia McNeese

From: Runion, Morgan <Morgan.Runion@fldoe.org>
Sent: Wednesday, December 28, 2022 11:59 AM
To: Planning; DCPexternalagencycomments@deo.myflorida.com
Subject: Tarpon Springs 22-01ESR and 22-02ESR

External Email- Use caution with links and attachments

Dear Ms. McNeese,

The Office of Educational Facilities within the Florida Department of Education has reviewed the Tarpon Springs 22-01ESR and 22-02ESR proposed comprehensive plan amendments in accordance with sections 163.3180 and 163.3184, Florida Statutes. Based on review of the submitted materials, staff have no comments on the proposed amendment. If you have any questions or need additional information, please contact me.

Sincerely,

Morgan Runion, AICP
Office of Educational Facilities
Florida Department of Education

ORDINANCE 2022-32

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING COASTAL HIGH HAZARD AREA POLICIES OF THE FUTURE LAND USE ELEMENT AND COASTAL MANAGEMENT ELEMENT OF THE CITY OF TARPON SPRINGS COMPREHENSIVE PLAN; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THIS ORDINANCE AT THE PUBLIC HEARING AND/OR WITH OTHER RESPONSIBLE PARTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City's wishes to amend the Commercial General and Commercial Limited Future Land Use Map Categories to provide acreage limitations for certain uses in these districts, and,

WHEREAS, the City deems conditional uses to be more appropriately regulated through the City's Land Development Code and wishes to remove conditional use provisions from the Comprehensive Plan, and

WHEREAS, associated definitions of the Future Land Use Element must be updated in support of these amendments; now therefore;

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. Policies 3.3.1, 3.3.2, of the Future Land use Element of the Comprehensive Plan of the City of Tarpon Springs are hereby amended to read as follows:

Goal 3.

Ensure that new development and redevelopment is consistent with the public facility needs of current and future residents and discourages the proliferation of urban sprawl

Objective 3.1

Protect the City's municipal water supply from encroachment by incompatible land uses and coordinate future land uses appropriate topography and soil conditions.

Policy 3.1.1 Review the detrimental impact of high water tables, flooding, and low soil compaction at the time of development proposal through the review of standards and regulations in the Land Development Code

Policy 3.1.2 Require the issuance of development orders to review the impact of the intended use upon well head protection areas for all municipal well sites;

Policy 3.1.3 Require the review of soil suitability for the intended use with each development proposal

Policy 3.1.4 Monitor municipal wells for septic and agricultural seepage

Policy 3.1.5 Restrict industrial uses in the cone of influence of municipal Well #2;

Policy 3.1.6 Restrict new development to residential below 6 du/acre and require hookup to central sewage in the well head protection area of Well #2 (North of Keystone Road)

Policy 3.1.7 Manage municipal Well site #4 as follows:

- a) monitor the capped landfill per Florida Department of Environmental Protection standards
- b) monitor the Oakleaf Retention Pond for possible stormwater contamination
- c) restrict access to the Oakleaf Retention Pond

Objective 3.2

Eliminate or reduce land uses that are inconsistent with interagency hazard report recommendations, where applicable.

Policy 3.2.1 Periodically review applicable interagency hazard reports and implement recommendations where appropriate.

Objective 3.3

Limit coastal planning area population densities to what can be safely sheltered or evacuated in accordance with county and regional hurricane evacuation plans.

Policy 3.3.1 In order to restrict permanent population density increases within the Coastal High Hazard Area (CHHA), as defined in the Coastal Planning and Conservation Element, the City shall deny Future Land Use Map [amendments](#), [Zoning Map amendments \(including Planned Developments\)](#) or [Conditional Use](#) proposals which would result in an increase of residential density/intensity and/or non-residential intensity, except that the City may, at their sole discretion, consider approving such amendment/[application](#) based upon a balancing of the following criteria, as are determined to be applicable and significant to the subject amendment:

- a) The uses associated with the proposed amendment will have access to adequate emergency shelter space and to evacuation routes that have adequate capacities and evacuation clearance times as specified in the Coastal Planning Area and Conservation Element;
- b) The proposed amendment will utilize existing infrastructure without necessitating the expenditure of public funds for the construction or future maintenance of new, unplanned infrastructure subject to potential damage by coastal storms;
- c) The proposed amendment will result in the utilization of existing disturbed areas as opposed to natural areas that buffer existing development from coastal storms or that provide coastal storm floodplain capacity for existing development;

- d) The proposed amendment will result in the maintenance of scenic qualities, and the improvement of public access, to the Gulf of Mexico, Anclote River, bayous and other significant and identified scenic resources associated with the City's coast and waterways, and their viewsheds;
- e) The proposed amendment is for uses which are water dependent;
- f) The proposed amendment is included in a Community Redevelopment Plan, as defined by Florida Statutes for a downtown or other designated redevelopment area, and meets the intent of that plan; [\(See Policy 3.3.2 below\)](#)
- g) The proposed amendment would result in an increase in density or intensity on a single parcel, in concert with corollary amendments which result in the overall reduction of development density or intensity in the surrounding CHHA, as implemented in concert with the underlying zoning to be made a part of the amendment, as necessary;
- h) The proposed amendment within the CHHA provides for the clustering of uses on a portion of the site outside the CHHA.

Nothing in this section should be construed as superseding or otherwise modifying the local plan amendment requirements of Chapter 163.3178, Florida Statutes, as amended.

Policy 3.3.2 ~~The City shall prohibit future land use density increases within the Coastal High Hazard Area.~~ Within the Community Redevelopment Area, or an area designated with an approved Special Area Plan, a density increase within the CHHA for mixed use projects for residential above ground floor only, may be considered subject to meeting one of the following criteria identified below. ~~Such mixed-use projects may only allow residential above the ground floor.~~

- 1. There is adequate public shelter space to accommodate the increased density when considering the entire Tarpon Springs Planning Area.
- 2. There is a demonstrated "no net increase" in density over the entire CHHA considering all land use amendments that have occurred since 2000. The City of Tarpon Springs shall maintain a tracking mechanism to ensure compliance.
- 3. There is an acceptable mitigation plan approved by the City of Tarpon Springs and Pinellas County Emergency Management.
- 4. The entire project (residential and non-residential components of a mixed use development project) complies with the Coastal High Hazard Area Design Standards of the City's Land Development Code.

Policy 3.3.3 Require development proposals to comply with the local hurricane evacuation needs, shelter space, and local/regional disaster preparedness plans;

Policy 3.3.4 The City has the right to permit and the Developer has the right to construct up to 362 dwelling units on the 16.61 acre parcel located at the southeast corner of the intersection of Meres Boulevard and South Pinellas Avenue. 215 residential units may be permitted and constructed on that site upon this Policy becoming effective. The remaining 147 residential units reflected in the Special Area Plan may be permitted and developed after the residential portion of the site as described in areas marked D and E of attachment C-01 of the Special Area Plan attached hereto is above the elevation of the Category 1

storm surge elevation model output published by the Tampa Bay Regional Planning Council in 2010.

SECTION 2. Policies 3.1.2 and 3.4.1 of the Coastal Management Element of the Comprehensive Plan of the City of Tarpon Springs are hereby amended to read as follows

COASTAL MANAGEMENT ELEMENT

GOAL 3.0

Protect human life and limit public expenditures in areas subject to destruction by natural disasters and sea level rise.

OBJECTIVE 3.1

Restrict use of public expenditures in the Coastal High Hazard Area to the following:

- Maintenance and purchase of public open space
- Drainage improvements
- Elimination of existing septic systems
- Upgrading of existing collectors for evacuation purposes if necessary
- Post-disaster repair / replacement of existing public roadways and utilities

POLICY 3.1.1

Define the Coastal High Hazard Area as “the area defined by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) model to be inundated from a category one hurricane” as reflected in the most recent Regional Evacuation Storm Tide Atlas.

POLICY 3.1.2

Restrict public investments such as roads, water, and sewer infrastructure, which would subsidize new private development in the Coastal High Hazard Area. [This shall include acceptance of privately constructed roads, stormwater facilities and utilities intended to be dedicated to the public and which will require future maintenance by the City of Tarpon Springs.](#)

POLICY 3.1.3

The City shall consider the most current and credible sea level rise data when planning for infrastructure and capital improvement expenditures in the Coastal High Hazard Area.

POLICY 3.1.4

The City shall limit development within High Hazard Coastal Areas with dedicated City funds to the following conditions: those which are in need of stormwater improvements, those in need of restoration of natural resources, or existing public facilities in need of restoration or maintenance.

POLICY 3.1.5

Strategies for preparing for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and

adjustment of bridge heights to allow for navigation, should be collectively assessed and implemented where appropriate.

OBJECTIVE 3.2

Achieve a Level of Service standard of 16 hours for an out of county evacuation for a Category 5 storm event:

POLICY 3.2.1

Restrict future land use density increases on vacant parcels in evacuation Level A to a maximum of 5 du/acre where shelter space is unavailable unless an acceptable mitigation plan can be implemented in coordination with Pinellas County Emergency Management.

POLICY 3.2.2

Provide early notice that evacuees leave the City entirely during storm preparation

POLICY 3.2.3

Restrict the development of new nursing facilities, hospitals and residential living facilities (ACLF's) with greater than 15 residents, in evacuation Levels A and B

POLICY 3.2.4

New mobile home parks shall provide on-site shelter space at the ratio of 10 to 20 square feet per park resident. Require other developments which choose to provide on-site shelter space to utilize the 10 to 20 square foot ratio per resident projected to seek public shelter. Twenty (20) square feet per resident projected to seek public shelter should be utilized where feasible, and shall be required at the time this standard is adopted locally by Pinellas County and the American Red Cross. The City shall coordinate with the Pinellas County Metropolitan Planning Organization during preparation of the Transportation Improvement Plan in order to schedule improvements to hurricane evacuation routes within Tarpon Springs

POLICY 3.2.5

The City shall continue to increase public awareness concerning the need for early evacuation from hurricanes in order to reduce or maintain hurricane evacuation times

POLICY 3.2.6

All hurricane evacuation routes shall be clearly posted within the City of Tarpon Springs

POLICY 3.2.7

The Tarpon Springs Fire Department shall implement a public awareness campaign by meeting with local civic groups, mobile home parks, convalescent centers, and/or other public and private organizations and groups, to discuss hurricane situations and/or procedures

POLICY 3.2.8

The Tarpon Springs Fire Department will update the existing Emergency Management Implementation Guide on an annual basis

POLICY 3.2.9

The City of Tarpon Springs shall give first priority to any available funds for road/traffic improvements that can improve evacuation level of service to new or existing hurricane evacuation routes.

OBJECTIVE 3.3

Participate in the Pinellas County Post Disaster Redevelopment Plan and other relevant emergency management resources to implement hazard mitigation measures to reduce the exposure of human life and public and private property to natural hazards including high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

POLICY 3.3.1

Comply with FEMA regulations

POLICY 3.3.2

Comply with the hazard mitigation annex of the Local Peacetime Emergency Plan and any applicable existing interagency hazard mitigation reports at the discretion of the Board of Commissioners.

POLICY 3.3.3

Consult with Tampa Bay Regional Planning Council to assist in development of a Post Disaster Redevelopment Plan by 2009.

POLICY 3.3.4

Require the removal, relocation or structural modification of any infrastructure that experiences repeated storm damage

POLICY 3.3.5

Coordinate with and participate in the 2007 update of the County Post Disaster Redevelopment Plan

POLICY 3.3.6

The City shall continue to monitor all current and credible sea level rise data and potential impacts of sea level rise on coastal system natural resources. Based on this data, the City shall evaluate and update the resource protection standards of the Land Development Code and the Comprehensive Plan as necessary, to protect and maintain natural features in areas of flood hazard and to reduce flood risk in coastal areas.

POLICY 3.3.7

The City will collaborate with the state and **will continue to participate in the Tampa Bay Regional Planning Council's One Bay Initiative** to develop strategies for responding to sea-level rise, including consideration of the effects of sea-level rise on potable water sources, saltwater intrusion, septic systems, wastewater treatment facilities and the water table.

POLICY 3.3.8:

Through implementation of the Comprehensive Zoning and Land Development Code, continue to ensure that development and redevelopment in the City will be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60 including floodproofing and storm surge protection.

POLICY 3.3.9:

The City will continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency (**FEMA**) **to reduce flood risk in coastal areas, to remove coastal real property from flood hazard areas as established by FEMA, to reduce losses due to flooding and claims made under flood insurance policies, and** to achieve flood insurance premium discounts for it City residents.

Policy 3.3.10

New development, redevelopment, and infrastructure in vulnerable areas shall use best flood prevention/mitigation practices to address the impacts of sea level rise.

OBJECTIVE 3.4

Direct population concentrations away from known or predicted coastal high hazard areas.

POLICY 3.4.1

Restrict the infill of vacant parcels in the Coastal High Hazard Area to 5 dwelling units per acre when a shelter deficit is demonstrated [for a Category 3, or higher, hurricane. In lieu of this limitation, the City may allow development up to the current maximum allowed by the existing Future Land Use Map designation of the parcel subject to Hurricane Shelter Impact mitigation and CHHA design standards of the City's Land Development Code.](#)

POLICY 3.4.2

Implement a policy of “no net increase” in residential density within the Coastal High Hazard Area, taking into account the cumulative effects of all previous land use amendments affecting residential density within the CHHA, as most currently defined. A tracking mechanism to implement this policy shall be implemented within the Future Land Use Element.

POLICY 3.4.3

Implement bonus densities tied to transfers of development rights for properties located within the Coastal High Hazard Area to property not located within the Coastal High Hazard Area.

POLICY 3.4.4

Require the removal, relocation or structural modification in accordance with up to date codes of any structure damaged more than 50% of its appraised value during a coastal storm.

POLICY 3.4.5

Current and credible sea level rise data should be considered when evaluating future land use amendment applications.

OBJECTIVE 3.6

Utilize the Emergency Management Implementation Guide as a basis to establish procedures for conducting post event damage assessments

POLICY 3.6.1

To establish damage assessment teams to consist of the Building Director, Fire Chief and other qualified City of Tarpon Springs personnel.

POLICY 3.6.2

Coordinate damage assessment and recovery operations with Pinellas County Emergency Management

POLICY 3.6.3

Institute immediate emergency repair and emergency cleanup actions needed to protect the public health and safety following a natural disaster

POLICY 3.6.4

Institute long range restoration activities following the actions in accordance with the Pinellas County Post Disaster Redevelopment Plan as adopted

ORDINANCE 2022-32

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING COASTAL HIGH HAZARD AREA POLICIES OF THE FUTURE LAND USE ELEMENT AND COASTAL MANAGEMENT ELEMENT OF THE CITY OF TARPON SPRINGS COMPREHENSIVE PLAN; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THIS ORDINANCE AT THE PUBLIC HEARING AND/OR WITH OTHER RESPONSIBLE PARTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City's wishes to amend the Commercial General and Commercial Limited Future Land Use Map Categories to provide acreage limitations for certain uses in these districts, and,

WHEREAS, the City deems conditional uses to be more appropriately regulated through the City's Land Development Code and wishes to remove conditional use provisions from the Comprehensive Plan, and

WHEREAS, associated definitions of the Future Land Use Element must be updated in support of these amendments; now therefore;

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. Policies 3.3.1, 3.3.2, of the Future Land use Element of the Comprehensive Plan of the City of Tarpon Springs are hereby amended to read as follows:

Goal 3.

Ensure that new development and redevelopment is consistent with the public facility needs of current and future residents and discourages the proliferation of urban sprawl

Objective 3.1

Protect the City's municipal water supply from encroachment by incompatible land uses and coordinate future land uses appropriate topography and soil conditions.

Policy 3.1.1 Review the detrimental impact of high water tables, flooding, and low soil compaction at the time of development proposal through the review of standards and regulations in the Land Development Code

Policy 3.1.2 Require the issuance of development orders to review the impact of the intended use upon well head protection areas for all municipal well sites;

Policy 3.1.3 Require the review of soil suitability for the intended use with each development proposal

Policy 3.1.4 Monitor municipal wells for septic and agricultural seepage

Policy 3.1.5 Restrict industrial uses in the cone of influence of municipal Well #2;

Policy 3.1.6 Restrict new development to residential below 6 du/acre and require hookup to central sewage in the well head protection area of Well #2 (North of Keystone Road)

Policy 3.1.7 Manage municipal Well site #4 as follows:

- a) monitor the capped landfill per Florida Department of Environmental Protection standards
- b) monitor the Oakleaf Retention Pond for possible stormwater contamination
- c) restrict access to the Oakleaf Retention Pond

Objective 3.2

Eliminate or reduce land uses that are inconsistent with interagency hazard report recommendations, where applicable.

Policy 3.2.1 Periodically review applicable interagency hazard reports and implement recommendations where appropriate.

Objective 3.3

Limit coastal planning area population densities to what can be safely sheltered or evacuated in accordance with county and regional hurricane evacuation plans.

Policy 3.3.1 In order to restrict permanent population density increases within the Coastal High Hazard Area (CHHA), as defined in the Coastal Planning and Conservation Element, the City shall deny Future Land Use Map [amendments](#), [Zoning Map](#) [amendments](#) [\(including Planned Developments\)](#) or [Conditional Use](#) proposals which would result in an increase of residential density/intensity and/or non-residential intensity, except that the City may, at their sole discretion, consider approving such amendment/[application](#) based upon a balancing of the following criteria, as are determined to be applicable and significant to the subject amendment:

- a) The uses associated with the proposed amendment will have access to adequate emergency shelter space and to evacuation routes that have adequate capacities and evacuation clearance times as specified in the Coastal Planning Area and Conservation Element;
- b) The proposed amendment will utilize existing infrastructure without necessitating the expenditure of public funds for the construction or future maintenance of new, unplanned infrastructure subject to potential damage by coastal storms;
- c) The proposed amendment will result in the utilization of existing disturbed areas as opposed to natural areas that buffer existing development from coastal storms or that provide coastal storm floodplain capacity for existing development;

- d) The proposed amendment will result in the maintenance of scenic qualities, and the improvement of public access, to the Gulf of Mexico, Anclote River, bayous and other significant and identified scenic resources associated with the City's coast and waterways, and their viewsheds;
- e) The proposed amendment is for uses which are water dependent;
- f) The proposed amendment is included in a Community Redevelopment Plan, as defined by Florida Statutes for a downtown or other designated redevelopment area, and meets the intent of that plan; [\(See Policy 3.3.2 below\)](#)
- g) The proposed amendment would result in an increase in density or intensity on a single parcel, in concert with corollary amendments which result in the overall reduction of development density or intensity in the surrounding CHHA, as implemented in concert with the underlying zoning to be made a part of the amendment, as necessary;
- h) The proposed amendment within the CHHA provides for the clustering of uses on a portion of the site outside the CHHA.

Nothing in this section should be construed as superseding or otherwise modifying the local plan amendment requirements of Chapter 163.3178, Florida Statutes, as amended.

Policy 3.3.2 ~~The City shall prohibit future land use density increases within the Coastal High Hazard Area.~~ Within the Community Redevelopment Area, or an area designated with an approved Special Area Plan, a density increase within the CHHA for mixed use projects ~~for residential above ground floor only,~~ may be considered subject to meeting one of the following criteria identified below. ~~Such mixed use projects may only allow residential above the ground floor.~~

1. There is adequate public shelter space to accommodate the increased density when considering the entire Tarpon Springs Planning Area.
2. There is a demonstrated "no net increase" in density over the entire CHHA considering all land use amendments that have occurred since 2000. The City of Tarpon Springs shall maintain a tracking mechanism to ensure compliance.
3. There is an acceptable mitigation plan approved by the City of Tarpon Springs and Pinellas County Emergency Management.
4. The entire project (residential and non-residential components of a mixed use development project) complies with the Coastal High Hazard Area Design Standards of the City's Land Development Code.

Policy 3.3.3 Require development proposals to comply with the local hurricane evacuation needs, shelter space, and local/regional disaster preparedness plans;

Policy 3.3.4 The City has the right to permit and the Developer has the right to construct up to 362 dwelling units on the 16.61 acre parcel located at the southeast corner of the intersection of Meres Boulevard and South Pinellas Avenue. 215 residential units may be permitted and constructed on that site upon this Policy becoming effective. The remaining 147 residential units reflected in the Special Area Plan may be permitted and developed after the residential portion of the site as described in areas marked D and E of attachment C-01 of the Special Area Plan attached hereto is above the elevation of the Category 1

storm surge elevation model output published by the Tampa Bay Regional Planning Council in 2010.

SECTION 2. Policies 3.1.2 and 3.4.1 of the Coastal Management Element of the Comprehensive Plan of the City of Tarpon Springs are hereby amended to read as follows

COASTAL MANAGEMENT ELEMENT

GOAL 3.0

Protect human life and limit public expenditures in areas subject to destruction by natural disasters and sea level rise.

OBJECTIVE 3.1

Restrict use of public expenditures in the Coastal High Hazard Area to the following:

- Maintenance and purchase of public open space
- Drainage improvements
- Elimination of existing septic systems
- Upgrading of existing collectors for evacuation purposes if necessary
- Post-disaster repair / replacement of existing public roadways and utilities

POLICY 3.1.1

Define the Coastal High Hazard Area as “the area defined by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) model to be inundated from a category one hurricane” as reflected in the most recent Regional Evacuation Storm Tide Atlas.

POLICY 3.1.2

Restrict public investments such as roads, water, and sewer infrastructure, which would subsidize new private development in the Coastal High Hazard Area. [This shall include acceptance of privately constructed roads, stormwater facilities and utilities intended to be dedicated to the public and which will require future maintenance by the City of Tarpon Springs.](#)

POLICY 3.1.3

The City shall consider the most current and credible sea level rise data when planning for infrastructure and capital improvement expenditures in the Coastal High Hazard Area.

POLICY 3.1.4

The City shall limit development within High Hazard Coastal Areas with dedicated City funds to the following conditions: those which are in need of stormwater improvements, those in need of restoration of natural resources, or existing public facilities in need of restoration or maintenance.

POLICY 3.1.5

Strategies for preparing for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and

adjustment of bridge heights to allow for navigation, should be collectively assessed and implemented where appropriate.

OBJECTIVE 3.2

Achieve a Level of Service standard of 16 hours for an out of county evacuation for a Category 5 storm event:

POLICY 3.2.1

Restrict future land use density increases on vacant parcels in evacuation Level A to a maximum of 5 du/acre where shelter space is unavailable unless an acceptable mitigation plan can be implemented in coordination with Pinellas County Emergency Management.

POLICY 3.2.2

Provide early notice that evacuees leave the City entirely during storm preparation

POLICY 3.2.3

Restrict the development of new nursing facilities, hospitals and residential living facilities (ACLF's) with greater than 15 residents, in evacuation Levels A and B

POLICY 3.2.4

New mobile home parks shall provide on-site shelter space at the ratio of 10 to 20 square feet per park resident. Require other developments which choose to provide on-site shelter space to utilize the 10 to 20 square foot ratio per resident projected to seek public shelter. Twenty (20) square feet per resident projected to seek public shelter should be utilized where feasible, and shall be required at the time this standard is adopted locally by Pinellas County and the American Red Cross. The City shall coordinate with the Pinellas County Metropolitan Planning Organization during preparation of the Transportation Improvement Plan in order to schedule improvements to hurricane evacuation routes within Tarpon Springs

POLICY 3.2.5

The City shall continue to increase public awareness concerning the need for early evacuation from hurricanes in order to reduce or maintain hurricane evacuation times

POLICY 3.2.6

All hurricane evacuation routes shall be clearly posted within the City of Tarpon Springs

POLICY 3.2.7

The Tarpon Springs Fire Department shall implement a public awareness campaign by meeting with local civic groups, mobile home parks, convalescent centers, and/or other public and private organizations and groups, to discuss hurricane situations and/or procedures

POLICY 3.2.8

The Tarpon Springs Fire Department will update the existing Emergency Management Implementation Guide on an annual basis

POLICY 3.2.9

The City of Tarpon Springs shall give first priority to any available funds for road/traffic improvements that can improve evacuation level of service to new or existing hurricane evacuation routes.

OBJECTIVE 3.3

Participate in the Pinellas County Post Disaster Redevelopment Plan and other relevant emergency management resources to implement hazard mitigation measures to reduce the exposure of human life and public and private property to natural hazards including high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

POLICY 3.3.1

Comply with FEMA regulations

POLICY 3.3.2

Comply with the hazard mitigation annex of the Local Peacetime Emergency Plan and any applicable existing interagency hazard mitigation reports at the discretion of the Board of Commissioners.

POLICY 3.3.3

Consult with Tampa Bay Regional Planning Council to assist in development of a Post Disaster Redevelopment Plan by 2009.

POLICY 3.3.4

Require the removal, relocation or structural modification of any infrastructure that experiences repeated storm damage

POLICY 3.3.5

Coordinate with and participate in the 2007 update of the County Post Disaster Redevelopment Plan

POLICY 3.3.6

The City shall continue to monitor all current and credible sea level rise data and potential impacts of sea level rise on coastal system natural resources. Based on this data, the City shall evaluate and update the resource protection standards of the Land Development Code and the Comprehensive Plan as necessary, to protect and maintain natural features in areas of flood hazard and to reduce flood risk in coastal areas.

POLICY 3.3.7

The City will collaborate with the state and **will continue to participate in the Tampa Bay Regional Planning Council's One Bay Initiative** to develop strategies for responding to sea-level rise, including consideration of the effects of sea-level rise on potable water sources, saltwater intrusion, septic systems, wastewater treatment facilities and the water table.

POLICY 3.3.8:

Through implementation of the Comprehensive Zoning and Land Development Code, continue to ensure that development and redevelopment in the City will be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60 including floodproofing and storm surge protection.

POLICY 3.3.9:

The City will continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency (**FEMA**) **to reduce flood risk in coastal areas, to remove coastal real property from flood hazard areas as established by FEMA, to reduce losses due to flooding and claims made under flood insurance policies, and** to achieve flood insurance premium discounts for it City residents.

Policy 3.3.10

New development, redevelopment, and infrastructure in vulnerable areas shall use best flood prevention/mitigation practices to address the impacts of sea level rise.

OBJECTIVE 3.4

Direct population concentrations away from known or predicted coastal high hazard areas.

POLICY 3.4.1

Restrict the infill of vacant parcels in the Coastal High Hazard Area to 5 dwelling units per acre when a shelter deficit is demonstrated for a Category 3, or higher, hurricane. In lieu of this limitation, the City may allow development up to the current maximum allowed by the existing Future Land Use Map designation of the parcel subject to Hurricane Shelter Impact mitigation and CHHA design standards of the City's Land Development Code.

Commented [RV1]: Recommended by Attorney Kardash and agreed to by P&Z Board

POLICY 3.4.2

Implement a policy of "no net increase" in residential density within the Coastal High Hazard Area, taking into account the cumulative effects of all previous land use amendments affecting residential density within the CHHA, as most currently defined. A tracking mechanism to implement this policy shall be implemented within the Future Land Use Element.

POLICY 3.4.3

Implement bonus densities tied to transfers of development rights for properties located within the Coastal High Hazard Area to property not located within the Coastal High Hazard Area.

POLICY 3.4.4

Require the removal, relocation or structural modification in accordance with up to date codes of any structure damaged more than 50% of its appraised value during a coastal storm.

POLICY 3.4.5

Current and credible sea level rise data should be considered when evaluating future land use amendment applications.

OBJECTIVE 3.6

Utilize the Emergency Management Implementation Guide as a basis to establish procedures for conducting post event damage assessments

POLICY 3.6.1

To establish damage assessment teams to consist of the Building Director, Fire Chief and other qualified City of Tarpon Springs personnel.

POLICY 3.6.2

Coordinate damage assessment and recovery operations with Pinellas County Emergency Management

POLICY 3.6.3

Institute immediate emergency repair and emergency cleanup actions needed to protect the public health and safety following a natural disaster

POLICY 3.6.4

Institute long range restoration activities following the actions in accordance with the Pinellas County Post Disaster Redevelopment Plan as adopted

January 26, 2023

The Honorable Costa Vatikiotis
Mayor, City of Tarpon Springs
324 East Pine Street
Tarpon Springs, Florida 34689

Dear Mayor Vatikiotis:

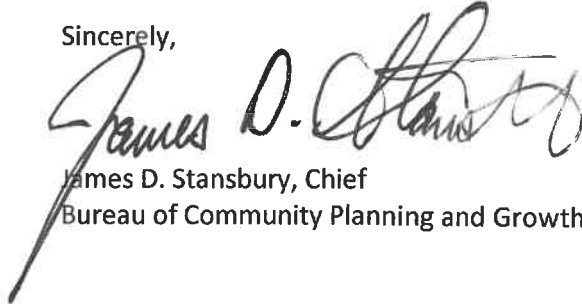
The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Tarpon Springs (Amendment No. 22-01ESR) received on December 27, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@DEO.MyFlorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

Enclosure(s): Procedures for Adoption

cc: Patricia McNeese, AICP, Principal Planner, City of Tarpon Springs - Planning@ctsfl.us
Sean Sullivan, Executive Director, Tampa Bay Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://fldeo.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Patricia McNeese

From: Runion, Morgan <Morgan.Runion@fldoe.org>
Sent: Wednesday, December 28, 2022 11:59 AM
To: Planning; DCPexternalagencycomments@deo.myflorida.com
Subject: Tarpon Springs 22-01ESR and 22-02ESR

External Email- Use caution with links and attachments

Dear Ms. McNeese,

The Office of Educational Facilities within the Florida Department of Education has reviewed the Tarpon Springs 22-01ESR and 22-02ESR proposed comprehensive plan amendments in accordance with sections 163.3180 and 163.3184, Florida Statutes. Based on review of the submitted materials, staff have no comments on the proposed amendment. If you have any questions or need additional information, please contact me.

Sincerely,

Morgan Runion, AICP
Office of Educational Facilities
Florida Department of Education



Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JARED W. PERDUE P.E.
SECRETARY

January 3, 2023

Ms. Patricia L. McNeese, AICP
Principal Planner
City of Tarpon Springs Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

Re: Tarpon Springs Comprehensive Plan Amendment 22-01ESR

Dear Ms. McNeese:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed amendment (Ordinance 2022-32)

Background: Tarpon Springs covers approximately nine square miles and fronts the Gulf of Mexico. The 2020 population was 25,937 (US Census). Predominant land uses include residential, recreation/open space, conservation/preservation, vacant and public/semi-public. There are three state arterial roads in the City: US Highway 19 (part of the Strategic Intermodal System); Alternate US Highway 19/State Road 595/Pinellas Avenue; and State Road 582/Tarpon Avenue. The Anclote River runs through the northern portion of the City.

Proposal: This is a text amendment to both Goal 3 of the Future Land Use Element and Goal 3 of the Coastal Management Element regarding the Coastal High Hazard Area (CHHA). Specifically, the amendment provides further clarification to 1.) the restriction of density in the CHHA; 2.) public investment restrictions in the CHHA; 3.) project design standards in the CHHA; and 4.) density restriction and design standards related to hurricane shelter availability.

Comments: FDOT determined adopted amendment 22-01ESR (Ordinance 2022-32) has no impact on important state transportation resources or facilities within its jurisdiction.

Ms. Patricia L. McNeese, AICP

Page 2

January 3, 2023

Thank you for coordinating on the review of the adopted amendment with FDOT. Should you have any questions please do not hesitate to contact me at 813-975-6429 or at Daniel.santos@dot.state.fl.us.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Santos", is positioned above the printed name.

Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, LGCP Coordinator, FDOT District 7

end



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Joel Schleicher

Chair, Charlotte, Sarasota

Ed Armstrong

Vice Chair, Pinellas

Michelle Williamson

Secretary, Hillsborough

John Mitten

Treasurer, Hernando, Marion

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Ashley Bell Barnett

Polk

Jack Bispham

Manatee

John Hall

Polk

Brian J. Armstrong, P.G.

Executive Director

January 18, 2023

Ms. Patricia L. McNeese, AICP
Principal Planner
City of Tarpon Springs
Planning and Zoning Department
324 East Pine Street
Tarpon Springs, FL 34688-5004

Subject: **Tarpon Springs 22-1ESR**

Dear Ms. McNeese:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment package which includes text amendments identified as Ordinance 2022-32. We offer the following technical assistance comment for consideration.

Regional Water Supply

1. Section 163.3177(6)(c)3, F.S., requires that local governments update their Ten-Year Water Supply Facility Work Plans (Work Plans) within 18 months of the local water management district's approval of its Regional Water Supply Plan (RWSP). The District last updated its RWSP in November of 2020; however, we have still not received the City's Work Plan update. District staff is available to provide technical assistance in this effort.

Floodplains and Floodprone Areas/Wetlands and Other Surface Waters

2. No comments.

We appreciate this opportunity to participate in the review process. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 269-6937 or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG

cc: Barbara Powell, DEO
Lindsay Weaver, DEP
Amber Smith, SWFWMD



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

MEMORANDUM

To: Planning and Zoning Board

From: Renea Vincent, Planning Director

Date: January 4, 2023
Updated February 8, 2023 (updates in red)

Subject: Amendment to Article XVII – Public Art Program
Appl. #22-113; Ordinance #2023-01

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 have 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).



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

- 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 Commissioners (Sec. 290.00(A)(12)).
- 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)).

Update for second reading (February 14, 2023):

Based on the first reading of the ordinance changes have been made to the following sections:

- 295.00(B) regarding visual accessibility to artwork
- 299.00 regarding Public Art Master Plan
- 292.00(E)(3) regarding frequency of Public Art Committee meetings

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)

§ 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 unless the Chair determines that there will not be enough business to warrant a meeting, 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~~ 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-ARTWORK 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. L-locations adjacent or near roadways with -excluding highway-speed zones over 35 miles per hour shall be prohibited unless it is demonstrated that the proposed artwork is located in a manner that does not, 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; such locations must be approved by the Public Art Committee and the Board of Commissioners.
 - (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)

§ 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 (.751%) 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 types of art and 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

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.

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- (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

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. This Ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.