

# *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, MARCH 14, 2023 6:30 PM – City Hall Auditorium**

**CALL TO ORDER  
ROLL CALL  
REFLECTION  
PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS: (15 minutes)**  
    **Procurement Services Month**  
    **Earth Day**  
    **Irish American Heritage Month**

**SPECIAL PRESENTATIONS: (45 minutes)**  
    **Sustainability Committee Annual Report**  
    **Parks and Recreation Advisory Committee - Pickleball**

**PUBLIC COMMENTS (45 minutes)**

### **CONSENT AGENDA (15 minutes)**

1. Attorney's Fees:
  - a. Carlton Fields Invoice 1200715
  - b. Unice Salzman Jensen, P.A. Invoices 75133, 75134, 75135, 75136, 75137, 75138
2. Special Events:
  - a. Sponge Docks Craft Festivals
  - b. Athens by Night
3. Ratify Increase to File No. 190115-C-CM Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318
4. Approve Change Order No. 1 to Increase File No. 230045-N-JL City Sponge Boat Repairs
5. Award File No. 230073-B-AS Grounds Maintenance Services
6. Award File No. 230114-N-AS Single Source Purchase of Myers Pumps and Repair Parts
7. Award File No. 230116-N-AS Single Source Purchases of Flowserve and Pleuger Pumps, Parts and Repair Services
8. Award File No. 230117-N-AS Single Source Purchase of Centrifuge Decanter Original Equipment Manufacturer Parts and Services

9. Award File No. 230128-N-PH Single Source Purchase of Ford Original Equipment Manufacturer Automotive Parts and Services
10. Award File No. 230138-N-AS Single Source Purchase of Lift Station Supervisory Control and Data Acquisition System
11. Approve Letter of Support for Public Library Construction Grant Funding

**SPECIAL CONSENT AGENDA**

12. Update and Approve Renewal File No. 220001-Q-JL Maintenance of Public Restrooms at the Sponge Exchange (10 minutes)
13. Release of Bonded Improvements – Eagle Creek Estates Final Plat (10 minutes)
14. Approve Public Art Committee Sculpture Locations (15 minutes)
15. Award File No. 230017-C-JL Annual Street Repaving Program Utilizing City of St. Cloud Contract No. 2021-162 Alternative Paving Methods (**deferred to a date TBD**)

**BOARD AND STAFF COMMENTS**

**ADJOURNMENT** (Approximately 9:25)



# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and

**WHEREAS**, in addition to the purchase of goods and services, procurement adds value to our organization by performing functions such as executing, implementing, and administering contracts, developing strategic procurement strategies, and cultivating working relationships with suppliers; and

**WHEREAS**, the Procurement Services Department in the City of Tarpon Springs is committed to providing high caliber strategic, logistical, and operational support of all departments within the City of Tarpon Springs; and

**WHEREAS**, the Board of Commissioners commend our Procurement Services Department for demonstrating outstanding service and commitment to our municipality and our community; and

**WHEREAS**, it is most appropriate to recognize the accomplishments of our Procurement Services Director Janina Lewis, Senior Procurement Analysts Anela Saday and Patricia Hall. We extend appreciation for the vital role our Procurement Services Department manages in the daily operations of our city.

**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 March 2023 as

### ***PROCUREMENT SERVICES MONTH***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 14<sup>th</sup> day of March 2023.

---

***City Clerk & Collector***

---

***Mayor***

# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, the first Earth Day in 1970 recognized the importance of every person in preserving our natural resources; and that on the first Earth Day, 20 million Americans rallied for healthy, sustainable environment; and

**WHEREAS**, all life forms on Earth have a right to a healthy, sustainable environment and as caretakers of the planet, we all have an obligation to change human behaviors that contribute to environmental degradation to preserve the Earth's beauty and natural resources; and

**WHEREAS**, this obligation extends not only to today's caretakers but also to future generations of environmental caretakers who will inherit the planet from us; and

**WHEREAS**, Tarpon Springs is fortunate to have 740 acres of parks, open space, natural land, and trails which enrich the lives of both residents, visitors, and wildlife and provides habitat for various flora and fauna, natural resources, and many diverse recreational opportunities; and

**WHEREAS**, the City of Tarpon Springs supports projects and programs that demonstrate and encourage natural resources conservation and sustainable efforts within the community; and

**WHEREAS**, the City's goal is to help build a future in which humans live in harmony with nature and wildlife by conserving Tarpon Springs and the Planet's biological diversity; and

**WHEREAS**, the City of Tarpon Springs will continue to advocate for Earth Day and will continue to support and educate about environmental awareness, natural resource conservation, wildlife conservation, sustainable practices, and so much more related to the wellbeing of our planet.

**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 April 22, 2023 as

### ***Earth Day***

and I encourage all citizens to become engaged in local and global efforts to help improve and protect our environment for all living beings.

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 14<sup>th</sup> day of March 2023.

---

*City Clerk & Collector*

---

*Mayor*

# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, generations of Irishmen and women have helped shape the idea of America, overcoming hardship and strife through strength and sacrifice, faith, and family; and

**WHEREAS**, by 1776 nearly 300,000 Irish nationals had emigrated to American colonies and played a crucial role in America's War for Independence; and

**WHEREAS**, since the military governorship of Irish American Andrew Jackson, Irish Americans in Florida have provided leadership and service to the state, counties, and local communities; and

**WHEREAS**, Irish Floridians can look back with pride on the legacy of their Irish forebears, who have contributed significantly to education, business, sports, literature, science, medicine, and the arts; and

**WHEREAS**, we owe a debt of gratitude to the generations of Irish Americans who have sacrificed and contributed to building a better America; and

**WHEREAS**, March has been designated Irish American Heritage Month throughout the United States to coincide with the celebration of St. Patrick's Day on the 17<sup>th</sup>; and

**WHEREAS**, the City of Tarpon Springs recognizes the Florida Ancient Order of Hibernians and celebrates our friendship in honor of the long history of Irish American contributions to the State of Florida and our community.

**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 March 2023 as

### ***Irish American Heritage Month***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 14<sup>th</sup> day of March 2023.

---

***City Clerk & Collector***

---

***Mayor***

# Sustainability Committee Update to BOC March 14, 2023

---







# Introduction

---

- Committee Members include:
  - Denise Mannino, Chair
  - Dory Larsen, Vice Chair
  - Karen Gallagher
  - Taylor Mandalou
  - Dr. Carol Mickett
  - Robin Saenger
  - Jennifer Bracey
- Staff Liaison: Robin Rives, Sustainability Coordinator
- The Committee has met monthly on the 3rd Thursday at 6:00 pm

# Background on the Sustainability Committee

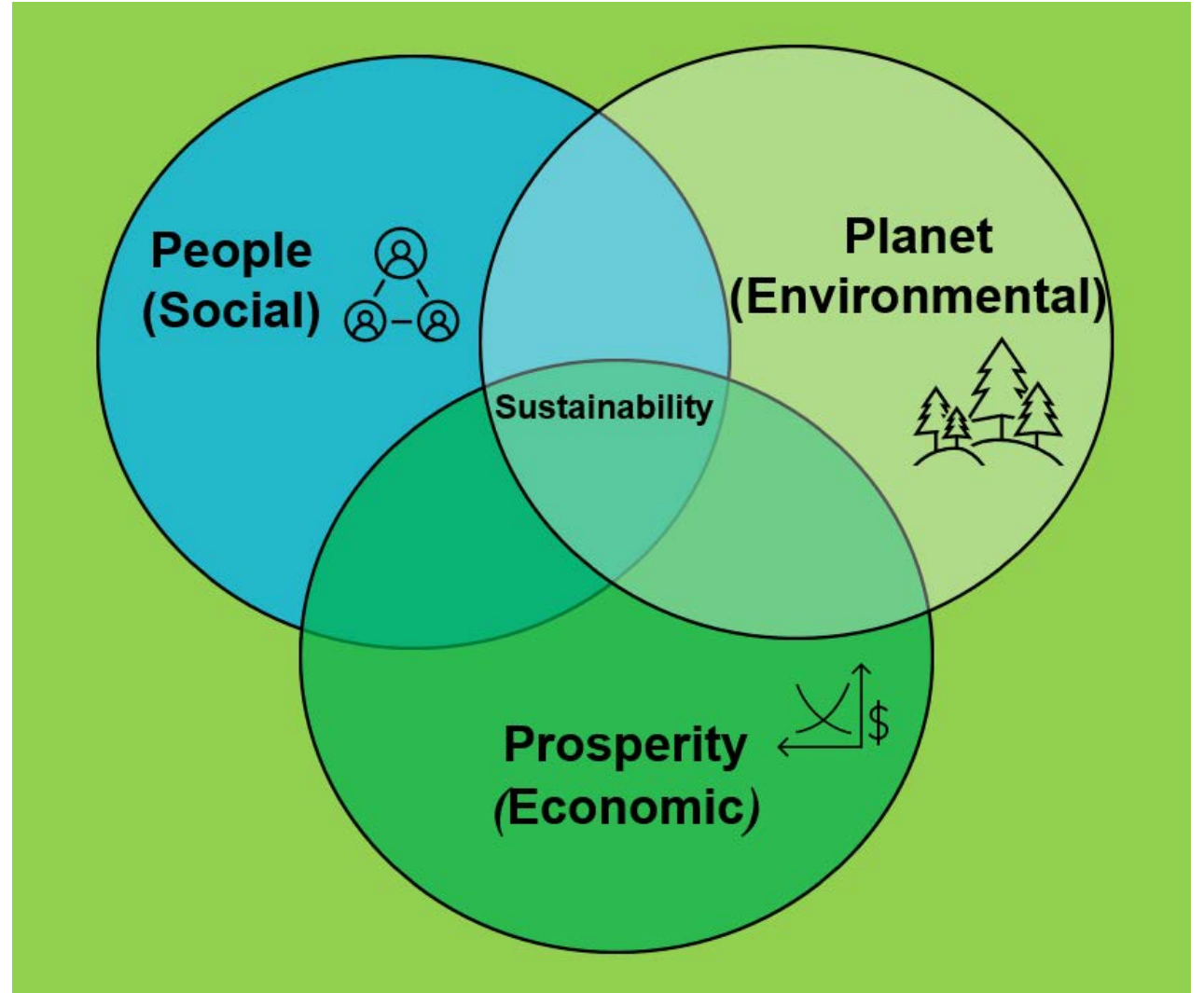
- The Sustainability Committee was established by the Board of Commissioners on May 28, 2019 through Resolution No. 2019-15.
- With broad community support, the City signed a Memorandum of Understanding to join the TBRPC Tampa Bay Regional Resiliency Coalition in 2018, which encouraged greater community involvement in resiliency efforts within the City.
- The Committee was tasked with the following: creating a city-wide sustainability plan, to advise and make recommendations to the City Commission that advance the intent of Resolution No. 2019-15, and to explore topics which relate to sustainability and resiliency, considering the Board's priorities.

# Background on the Sustainability Committee

- The Committee suggested that the City prioritize hiring a Sustainability Coordinator in our May 2021 presentation to the BOC.
- Sustainability Coordinator Robin Rives was hired in December 2021 and is the staff liaison for the Sustainability Committee.
- Having a full-time sustainability staff member has enabled the Committee to work more productively and has allowed the City to move forward in a timely manner with a wide array of sustainability initiatives including:
  - Vulnerability Assessment & Action Plan,
  - Sustainability Plan,
  - Community engagement, etc.
- Having a full-time sustainability staff member has also allowed the City to qualify for grant programs through the Resilient Florida program with \$191,167 received to date

# Sustainability Plan

- Determined a custom framework for the Sustainability Plan
- The Committee selected 50 priority actions for inclusion in the Sustainability Plan, with staff guidance
- The City Sustainability Staff Team reviewed the proposed Sustainability Plan actions list
- The Committee approved the outline for the Sustainability Plan
- Many of the proposed actions will relate to goals outlined in the City's Strategic Plan
- The plan is anticipated to be complete in August 2023





# Community Engagement

- The Committee has engaged the public in the past year via:
  - Survey
  - Public Workshops
  - Videos
  - Public meetings (televised)
  - Connect Tarpon
- The input gathered through the public workshops and survey was utilized in the development of the Sustainability Plan actions list
- Goal: Proceed in 2023 with a sustainability communications plan, utilizing multiple media to spread awareness and engage with the community on sustainability topics

## PLAN OF ACTION

AREA	GOAL	WHY
Sustainability Communications	Actively involve the Sustainability Committee in the creation of materials for public engagement. Create a plan and schedule for sustainability communications for 2023 to guide the City's efforts and provide a reference for the Committee to help guide their engagement with sustainability communications.	The Committee would like to prioritize planning for community engagement and public outreach in 2023.

ACTION STEPS	DATE	METHOD & METRICS
Major update of the City Sustainability website.	March 2023	The Committee will help to determine the content of the City's triannual sustainability newsletter (published 3 times per year). Two months prior to each deadline, the Committee will begin discussing the content for the upcoming publication.
Facebook posts for Knowledge & Nibbles events and Earth Day event.	February- May 2023	
Create a 1-3 page tri-annually published sustainability newsletter on Connect Tarpon.	June 2023	The 1-3 page newsletter can highlight the City's events, initiatives, progress, Sustainability Committee meetings, website, green businesses and organizations in the community, etc.
Facebook post to advertise new sustainability newsletter.	June 2023	
Next triannual sustainability newsletter published on Connect Tarpon.	October 2023	The City will track engagement with the newsletter and will insert metrics including polls on the Connect Tarpon page to gauge interest. The Committee will set an engagement goal for the year (i.e. average of 50 views per newsletter).
Facebook post to advertise new sustainability newsletter.	October 2023	
Next triannual sustainability newsletter published on Connect Tarpon.	February 2024	The City will track engagement with the Sustainability website and Facebook posts relating to sustainability.
Facebook post to advertise new sustainability newsletter.	February 2024	
Major update of the City Sustainability website.	September 2024	The City and Sustainability Committee will utilize this document as a tentative schedule and guide for online sustainability communications for 2023, while prioritizing the pre-existing timeline for the Sustainability Plan.



# Recent Work Completed: Supporting City Initiatives

**Adopted a logo for the City's sustainability program**

**Adopted Rules of Procedure for the Committee**

**Provided suggestions for ARPA project funding**

**Reviewed the City's 2019 Greenhouse Gas Inventory  
Technical Report**

**Provided input on the Whitcomb Bayou project**

**Gave input on sustainability budget planning**

**Participated in two Comprehensive Plan workshops**

# Recent Work Completed: Outreach and Engagement

Supported the Florida SUN 2022 Pinellas Solar Co-op

Supported the City's participation in the Reduce Your Use campaign

Newspaper article in the Beacon

Engaged with City staff from Economic Development, Planning & Zoning, and Public Services

Engaged with local sustainability departments including the City of Dunedin



## Let's go solar together

Join the Pinellas 2022 Solar Co-op

### Why join a Solar Co-op?



**Expert help**  
Get unbiased support



**Save money**  
Get a group rate on your solar



**Community**  
Go solar with 50-100 people



**Nonprofit**  
We're not a sales company



**Free to join**  
No commitment to go solar

### Join us to learn more!

**October 19** @ 6 pm Zoom

**October 24** @ 5:30 pm  
Clearwater Countryside Library

**November 15** @ 6 pm Zoom

**December 5** @ 6 pm Zoom

RSVP: [bit.ly/FLSUNQ4info](https://bit.ly/FLSUNQ4info)



[solarunitedneighbors.org/pinellas](https://solarunitedneighbors.org/pinellas)



# Recommendations to the Board of Commissioners

1. Initiate sustainability communications plan utilizing accessible and popular media to foster community engagement with sustainability topics
2. Sustainability Committee will review the draft Comprehensive Plan and provide sustainability recommendations to Planning and Zoning staff
3. Sustainability Committee will review the draft Sustainability Plan prepared by staff and make recommendations to staff
4. Staff will present the draft Sustainability Plan to the BOC for feedback.
  - a) How would the BOC prefer for this to take place (workshop or presentation for instance)?
  - b) Committee requests that the BOC provide feedback on priority items relating to the Sustainability Committee
5. After adoption of the Sustainability Plan, the Committee will make recommendations to the BOC to support implementation







Sustainability Committee Update to BOC  
January 11, 2022







# Introduction

---

- Committee Members include:
  - Dory Larsen, Chair
  - Dr. Paul Robinson, Vice Chair
  - Karen Gallagher
  - Taylor Mandalou
  - Denise Mannino
  - Dr. Carol Mickett
  - Robin Saenger
- The Committee has met monthly on the 3rd Thursday at 6:00 pm





# Recent Work Completed

---

- Board of Commissioners approved a dedicated Sustainability Coordinator position
- A Sustainability Coordinator has been selected and is now a part of the City staff!
- Welcome Robin Rives, Sustainability Coordinator!

# Recent Work Completed (continued)

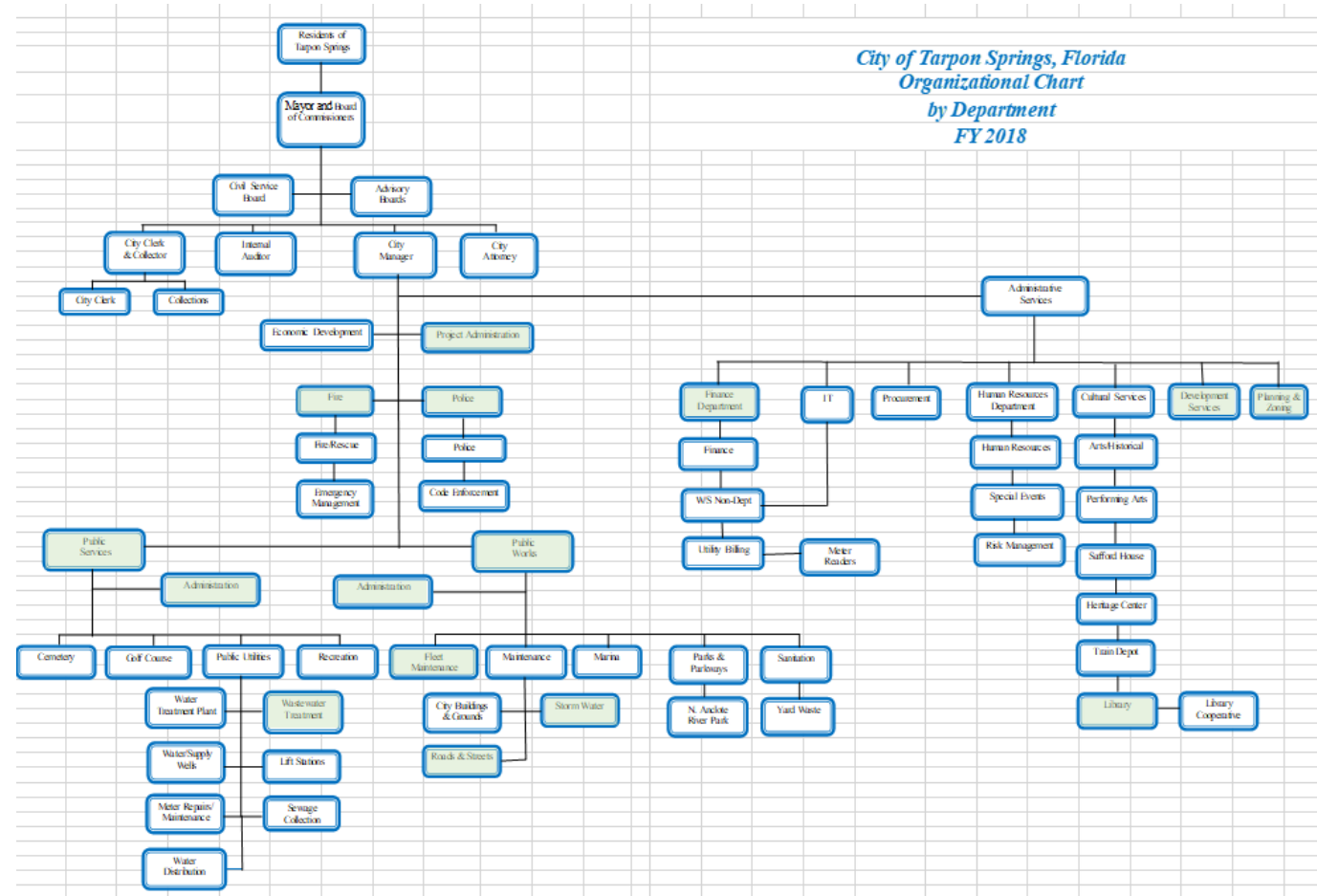
- The Committee has been working diligently through the STAR framework to align objectives with community needs
- Engagement with City staff and the entire community is an important next step

		Goal Areas							
		BE	CE	EJ	EAC	EE	HS	NS	IP
		Built Environment	Climate & Energy	Economy & Jobs	Education, Arts & Community	Equity & Empowerment	Health & Safety	Natural Systems	Innovation & Process
Objectives	1	Ambient Noise & Light	Climate Adaptation	Business Retention & Development	Arts & Culture	Civic Engagement	Active Living	Green Infrastructure	Best Practices & Processes
	2	Community Water Systems	Greenhouse Gas Mitigation	Green Market Development	Community Cohesion	Civil & Human Rights	Community Health	Biodiversity & Invasive Species	Exemplary Performance
	3	Compact & Complete Communities	Greening the Energy Supply	Local Economy	Educational Opportunity & Attainment	Environmental Justice	Emergency Management & Response	Natural Resource Protection	Local Innovation
	4	Housing Affordability	Energy Efficiency	Quality Jobs & Living Wages	Historic Preservation	Equitable Services & Access	Food Access & Nutrition	Outdoor Air Quality	Good Governance
	5	Infill & Redevelopment	Water Efficiency	Targeted Industry Development	Social & Cultural Diversity	Human Services	Health Systems	Water in the Environment	
	6	Public Parkland	Local Government GHG & Resource Footprint	Workforce Readiness	Aging in the Community	Poverty Prevention & Alleviation	Hazard Mitigation	Working Lands	
	7	Transportation Choices	Waste Minimization				Safe Communities		



# Staff Engagement

- The Committee has been working with City staff throughout the STAR framework review process
- The City Manager has formed a **Sustainability staff team** composed of department representatives
- The Sustainability Committee will be meeting with the staff team as a group, which is planned for January 20th to review work completed so far and to get input on ideas
- This input will be utilized to further shape the Sustainability Plan for community engagement



# Community Engagement

- The Committee has engaged the public in a limited way over the past year due to COVID:
  - Flyer
  - Listening sessions via Zoom
  - Public meetings (televised)
  - Events: Drive Electric, Arbor Day, etc.
- In-person meetings and survey are recommended to further engage the community
- Propose 3 workshops in various locations: Estimate to take place in April 2022
- In the meantime, initiate a vigorous campaign effort to increase awareness and invite residents for survey
- Partnering with Florida Sea Grant to get additional community input

Timelines for Sustainability Action Plan Engagement					
	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
Sustainability Committee	12/16/2021 - discuss presentation - survey - public workshop details	1/20/22 - workshop with Staff Group - SC mtg, discuss input, finalize			
City Staff Work Group	12/14/21 1st Intro mtg. Review SAP	1/20/22 - workshop with Sust. Comm.			
Public			Campaign for Survey 1. online link 2. decals at businesses and flyers at City locations 3. utility bills		Workshops 1, 2, 3 1- Community center(s) 2 - Craig Park 3 - Businesses, Chamber via Church on Bayou or other space?
Planning and Zoning			Workshop on Comp. Plan with Advisory Boards - #1 Overview and Input		Workshop on Comp. Plan with Advisory Boards - #2 Review of draft product
Florida Sea Grant/ IFAS					Workshop 1 1- Community center(s)

# Recommendations to the BOC

- Initiate community engagement campaign to foster input and participation
- Hold several public workshops in different locations
- Review input with the Board of Commissioners before composing a final draft of the Sustainability Plan
- In parallel, ensure Sustainability Committee is giving meaningful input into the Comp Plan and Strategic Plan







# Sustainability Committee Update to BOC

May, 2021

# Work Completed to Date

- Committee Members include:
  - Dory Larsen, Chair
  - Dr. Paul Robinson, Vice Chair
  - Karen Gallagher
  - Taylor Mandalou
  - Denise Mannino
  - Carol Mickett
  - Robin Saenger
- COVID interrupted our meetings from March-April 2020 and has hindered public input opportunities
- The Committee has met monthly on the 3rd Thursday at 6:00 pm



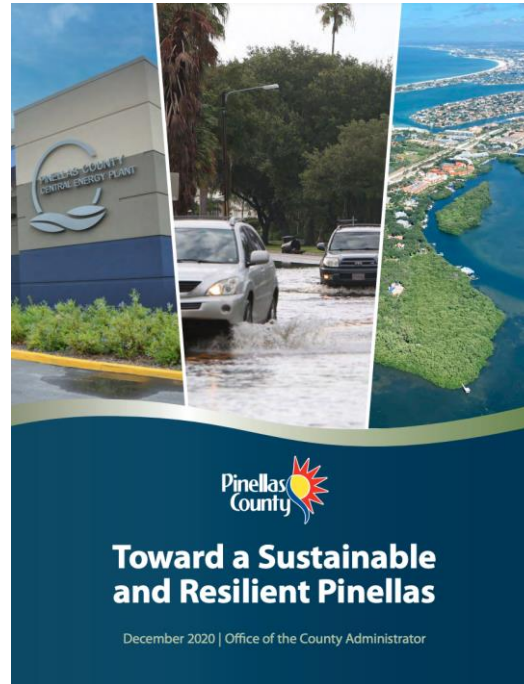


# Defining a Sustainable and Resilient Community

## SUSTAINABILITY

The ability to maintain or improve standards of living without damaging or depleting natural resources for present and future generations.

In short: the capacity to endure



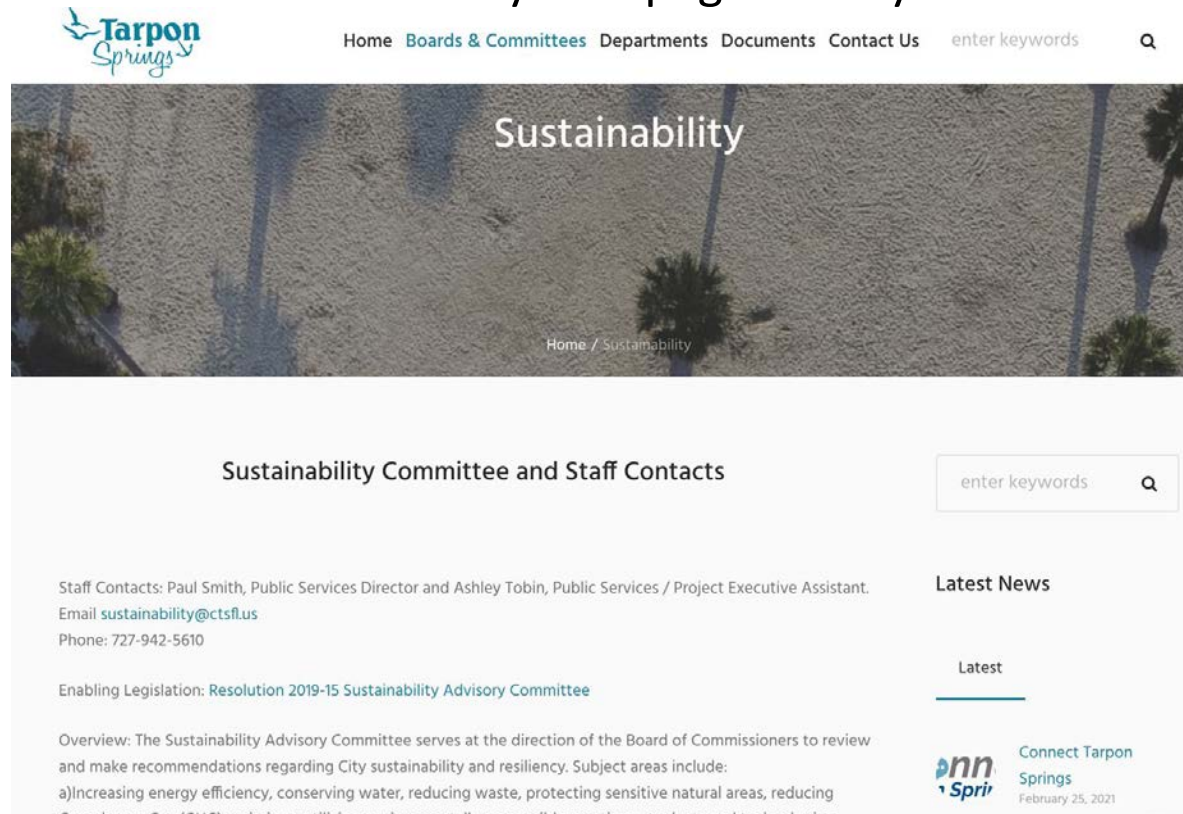
## RESILIENCE

The ability to anticipate, prepare for, respond to, and recover from significant threats with minimum damage to social well-being, the economy, and the environment.

In short: the capacity to prepare and adapt

# Work Completed to Date

## New Sustainability Webpage on City Website



- <https://www.ctsfl.us/sustainability.htm>

# Work Completed to Date

The Committee has started drafting the City's First Sustainability Action Plan

Objective	Priority Action	Type of Action	Estimated Costs		Timeframe	Action By		
			Capital or Upfront	O&M or Ongoing		Lead City Department	Partners	Co-Benefit Areas
NS1, NS2, NS3	Include communitywide Natural Systems planning that addresses green infrastructure; urban forest, invasive species management, biodiversity, and protecting and restoring natural resources.	Planning / Analysis	\$\$\$	\$	SHORT 0 - 3 YEARS	Planning (Supporting: Project Admin.; Building; Public Works)	US Forest Service Florida Urban Forestry Council UF / IFAS	
NS1	Include evaluation of green infrastructure potential during early site reviews of proposed developments and subdivisions	Policy	\$	\$	SHORT 0 - 3 YEARS	Planning (Supporting: TRC Departments)	APA Florida Chapter FDEP UF/IFAS	
NS1	Adopt local design criteria and associated codes that require proactive green infrastructure practices for new developments	Policy	\$	\$	SHORT 0 - 3 YEARS	Planning (Supporting: TRC Departments)	APA; Green Infrastructure: A Landscape Approach	
NS1	Dedicate a percentage of funding invested in green infrastructure	Infrastructure	\$\$\$\$	\$\$\$\$	MEDIUM 4 - 6 YEARS	Finance (Supporting: Planning; Project Admin; Public Works)		
NS1	Partner with key community groups and other stakeholders to ensure that green infrastructure practices are used in appropriate settings	Collaboration	\$	\$	SHORT 0 - 3 YEARS	Sustainability [Public Services] (Supporting: Public Works Stormwater, Parks))	The Conservation Fund FDEP SWFWMD Pinellas County	
NS1	Create incentive programs to encourage landowners to adopt green infrastructure practices that link to broader green infrastructure systems	Incentives	\$	\$	SHORT 0 - 3 YEARS	Public Works (Stormwater, Parks) (Supporting: Sustainability [Public Services], City Arborist)		
NS2	Adopt or enforce an ordinance requiring control of listed priority invasive species or enact a preferred plant ordinance for private and public landscaping	Policy	\$	\$	SHORT 0 - 3 YEARS	Planning (Supporting: Public Works; City Arborist)	UF / IFAS Florida Friendly Landscaping	
NS2	Ensure that all local government-owned buildings use native and/or sustainable, site-appropriate species in landscaping	Infrastructure	\$\$\$	\$	MEDIUM 4 - 6 YEARS	Public Works	UF / IFAS Florida Friendly Landscaping	
NS3	Adopt land use regulations that establish appropriate wetland, stream, and shoreline buffer widths and adjacent land uses	Policy	\$	\$	SHORT 0 - 3 YEARS	Planning (Supporting: Public Works; Public Services; Project Admin)		
NS3, NS5	Sponsor activities to increase ecological literacy, knowledge about natural resource protection ambient water quality, pollution prevention, mitigation, and restoration techniques	Education / Outreach	\$	\$	SHORT 0 - 3 YEARS	Sustainability (Public Services)		
NS3	Implement local and market-based financing strategies to acquire land or development easements, or fund restoration and maintenance activities	Incentives	\$	\$	SHORT 0 - 3 YEARS	Planning (Supporting: Finance, Public Works)		

Draft



# What is a Sustainability Action Plan?



- A Sustainability Action Plan (SAP), builds a framework toward a sustainable future by guiding our actions over a set time frame (one recommendation could be five years) with the intent to realign it at that point. It establishes goals, objectives, strategies, timelines, metrics, and responsible parties in topic areas.

# Work Completed to Date: Framework

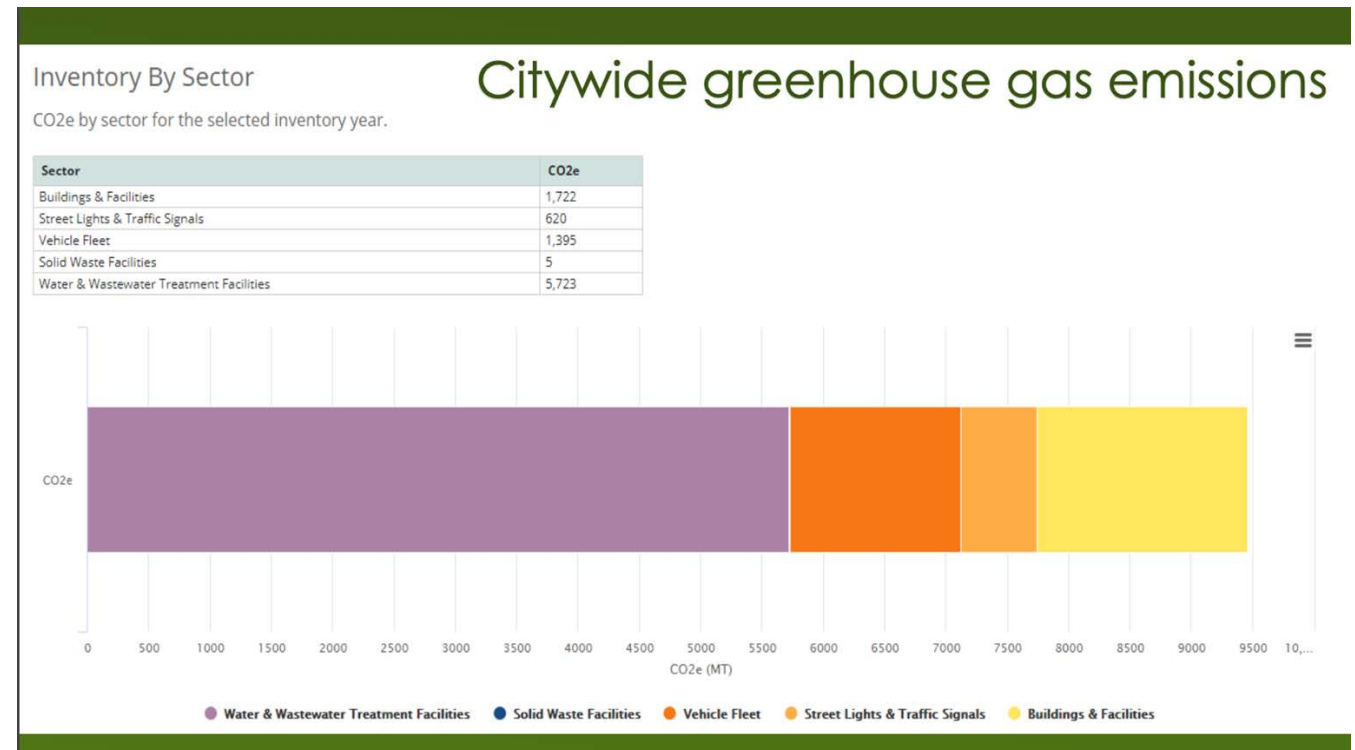
- The Committee reviewed various other City Sustainability Plans and other established *frameworks*
- The Committee agreed to utilize the STAR framework, an established national standard as a starting point
- The framework itself does not cost money to use and allows us to complete an in-house first draft according to an established standard
- An excellent starting point:
  - developed with more than 160 volunteers representing more than 50 cities and counties, state and federal agencies, non-profit organizations, national associations, universities, utilities, and private corporations.
  - Revised/updated in 2016 based on 4 years of use and feedback by local governments
- The STAR framework utilizes 7 Goal Areas (columns) with objectives (cells) within each
- Objectives are clearly defined to move the community toward the broader sustainability goal.

**STAR Framework of Sustainability Goals & Objectives**

Built Environment	Climate & Energy	Economy & Jobs	Education, Arts & Community	Equity & Empowerment	Health & Safety	Natural Systems	Innovation & Process
Ambient Noise & Light	Climate Adaptation	Business Retention & Development	Arts & Culture	Civic Engagement	Active Living	Green Infrastructure	Best Practices & Processes
Community Water Systems	Greenhouse Gas Mitigation	Green Market Development	Community Cohesion	Civil & Human Rights	Community Health	Biodiversity & Invasive Species	Exemplary Performance
Compact & Complete Communities	Greening the Energy Supply	Local Economy	Educational Opportunity & Attainment	Environmental Justice	Emergency Management & Response	Natural Resource Protection	Local Innovation
Housing Affordability	Energy Efficiency	Quality Jobs & Living Wages	Historic Preservation	Equitable Services & Access	Food Access & Nutrition	Outdoor Air Quality	Good Governance
Infill & Redevelopment	Water Efficiency	Targeted Industry Development	Social & Cultural Diversity	Human Services	Health Systems	Water in the Environment	
Public Parkland	Local Government GHG & Resource Footprint	Workforce Readiness	Aging in the Community	Poverty Prevention & Alleviation	Hazard Mitigation	Working Lands	
Transportation Choices	Waste Minimization				Safe Communities		

# Work Completed to Date

- Sent “Did You Know” mailer in utility bill to (1) inform citizens about committee and (2) seek input for the SAP
- Initial Community Listening Sessions
- Baseline data are important to measure progress
  - Public Services collecting GHG data:
    - CO2 emissions by city sector (buildings & facilities, traffic lights & traffic signals, fleet, solid waste facilities and water and wastewater treatment facilities)
    - fleet fuel use in gallons
    - electrical consumption in kWh
    - water use trends
  - Planning Department Open Space baseline data
- Duke Clean Energy Connection Program
- **Florida Energy Efficiency and Conservation Act** FEECA Review and feedback to through the BOC to FPSC
- Tree Giveaway: 250 trees given away



# Work In Progress



1. Complete Vulnerability Assessment and Action Plan
2. Provide Input to Planning and Zoning staff on areas of interest for Strategic Planning, Comprehensive Plan and Land Development Code
3. Align Sustainability Action Plan with Comprehensive Plan
4. Align Sustainability Action Plan with Strategic Plan
5. Complete Sustainability Action Plan



# Future Recommended Projects and Goals

- Review proposed Land Development Code Amendments for recommendations related to promoting Sustainability
- Align LDC with Comprehensive Plan and Strategic Plan





# Future Recommended Projects and Goals



- Community engagement is an essential component of successful sustainability action.
- Develop ***Bang the Table*** opportunities to seek feedback on desired outcomes and local actions to implement.

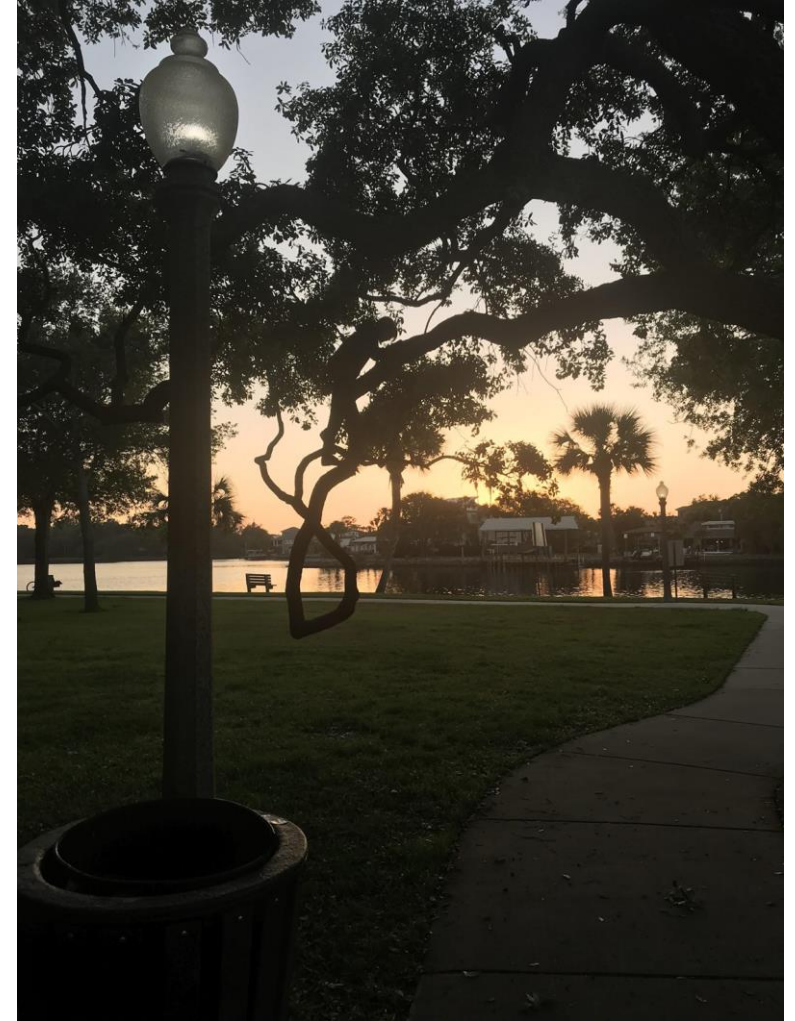
# Recommendations to the BOC

- Fund sustainability efforts
- Create a full time staff position
- Look at consultants for some of work
- Look for University assistance



# Recommendations to the BOC

- Ensure Sustainability Committee is giving meaningful input into the Strategic Plan
- Ensure Strategic Plan is prioritizing Sustainability and Resiliency
- Become a more sustainable community by enhancing our City's environment, economy and equity
- Protect our natural resources for future generations and grow environmental stewardship across the community
- Prepare for the impacts of climate change through proactive resiliency planning, mitigation and adaptation





To: Tarpon Springs Board of Commissioners

From: Tarpon Springs Parks & Recreation Advisory Board

Date: February 13, 2023

Re: Pickleball Courts Recommendation

---

Dear Honorable Mayor and Board of Commissioners,

We propose that the Board of Commissioners direct City Staff to build outdoor pickleball courts here in Tarpon Springs. Our belief remains that the “Fitness Park” property on Safford Avenue remains the most ideal location for additional courts due to its proximity to parking, restrooms, and the Pinellas Trail. Pickleball courts could be built without encroaching on the northwest corner of the lot to allow for the greenspace component to remain available.

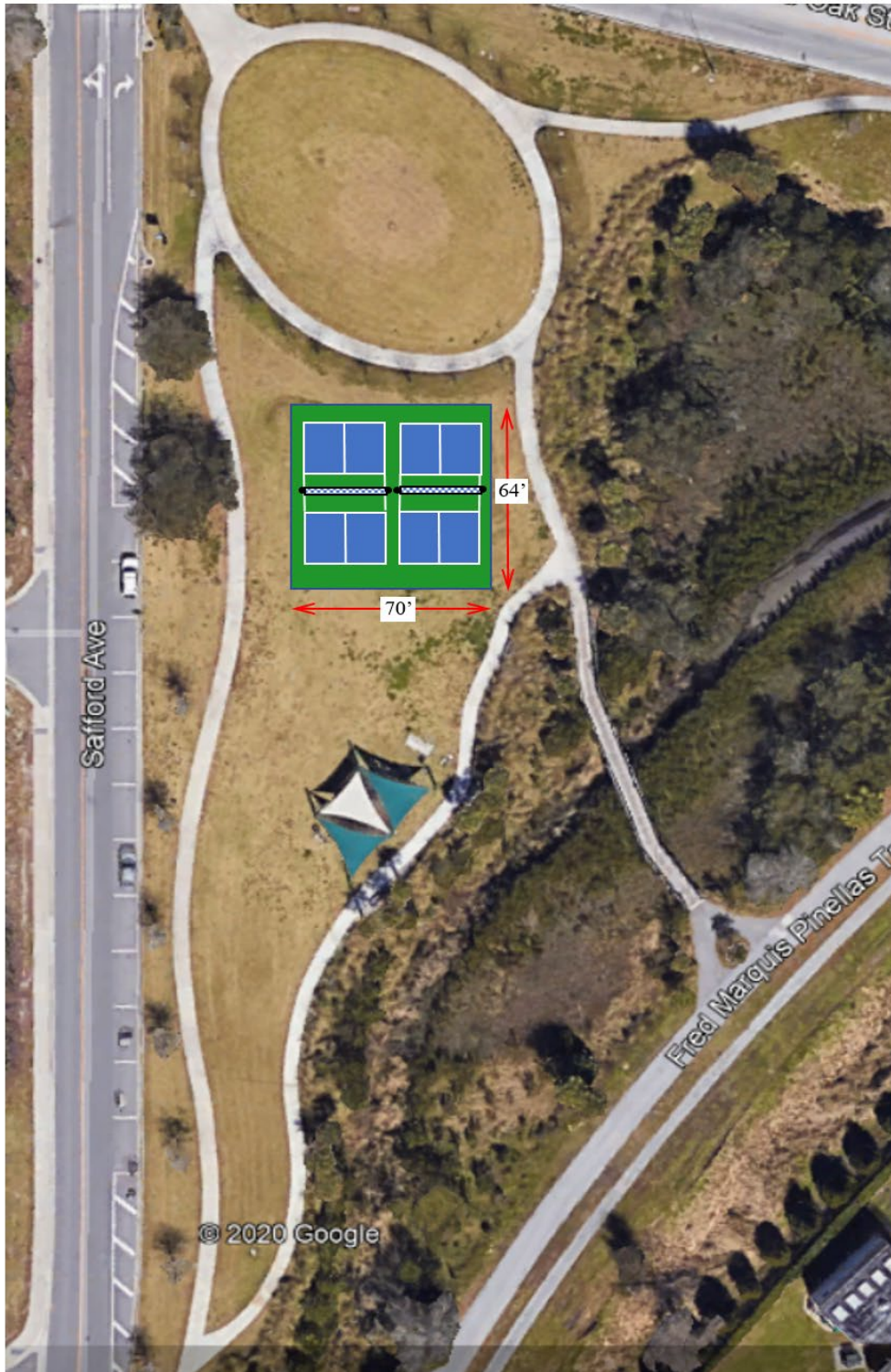
The outdoor courts would add another amenity for residents and visitors alike to enjoy, and it would also alleviate confrontations between pickleball and tennis players who are currently competing against each other for time on the public tennis courts.

The sport is a very social activity and we believe users of the courts would take advantage of the City’s food and beverage establishments before or after playing.

Other sites within the City were considered, but issues such as limited parking, close proximity to residences, or lack of space became a reoccurring trend. Pickleball has continued to grow within the City and nationwide. The Recreation Division has increased its pickleball offerings, but the desire for outdoor courts continues to be a common request from participants.

Our previous proposals called for two courts to be built, but we now suggest the design process allow for more, as long as spacing allows.

Site Plan





Adam P. Schwartz  
Shareholder  
813.229.4336 direct  
aschwartz@carltonfields.com

**ATTORNEYS AT LAW**

**Corporate Center Three at International Plaza**  
4221 W. Boy Scout Boulevard | Suite 1000  
Tampa, Florida 33607-5780  
P.O. Box 3239 | Tampa, Florida 33601-3239  
813.223.7000 | fax 813.229.4133  
[www.carltonfields.com](http://www.carltonfields.com)

Atlanta  
Florham Park  
Hartford  
Los Angeles  
Miami  
New York  
Orlando  
Tallahassee  
**Tampa**  
Washington, DC  
West Palm Beach

March 2, 2023

City of Tarpon Springs  
Attn: Mark LeCouris  
324 Pine Street  
Tarpon Springs, FL 34689

Via Email:  
[jlewis@ctsfl.us](mailto:jlewis@ctsfl.us)  
[jstaley@ctsfl.us](mailto:jstaley@ctsfl.us)

Re: Special Counsel Attorney Services, Our File No.: 18793-66428

Dear Mr. LeCouris:

Attached is a copy of our billing statement for fees incurred in the above referenced matter through January 31, 2023. If you find the statement to be in order, please place it in line for payment.

If you have any questions concerning the enclosed, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Adam P. Schwartz", written in a cursive style.

Adam P. Schwartz

APS/asm

Enclosure

**ATTORNEYS AT LAW**

Atlanta  
Florham Park  
Hartford  
Los Angeles  
Miami  
New York  
Orlando  
Tallahassee  
Tampa  
Washington, DC  
West Palm Beach

CITY OF TARPON SPRINGS  
ATTN: MARK LECOURIS  
324 PINE STREET  
TARPON SPRINGS, FL 34689

EMAIL: JLEWIS@CTSFL.US

FEBRUARY 28, 2023  
ATTORNEY: ADAM P. SCHWARTZ  
REFERENCE NUMBER: 18793-66428  
INVOICE NUMBER: 1200715

**PLEASE REMIT TO:**  
**CARLTON FIELDS**  
P.O. Box 3239 | Tampa, Florida 33601-3239  
813.223.7000 | fax 813.229.4133  
www.carltonfields.com  
Fed ID: 59-1233896  
**Electronic Payment:**  
Wells Fargo Bank, N.A.  
Routing No (Wire): 121000248  
Routing No (ACH): 063107513  
SWIFT: WFBUS6S  
Carlton Fields, P.A. General Account  
Account No.: 2090002334575

**Due Date: Upon Receipt**

**RE: SPECIAL COUNSEL ATTORNEY SERVICES**

BALANCE DUE FROM PREVIOUS STATEMENT	\$	0.00
LESS: PAYMENTS	\$	0.00
BALANCE FORWARD	\$	0.00
LEGAL SERVICES POSTED THROUGH 01/31/23	\$	8,076.50
COSTS ADVANCED POSTED THROUGH 01/31/23	\$	0.00
CURRENT INVOICE TOTAL	\$	8,076.50
<b>TOTAL AMOUNT DUE</b>	<b>\$</b>	<b>8,076.50</b>

AGED ACCOUNTS RECEIVABLE BALANCE OUTSTANDING BY DAYS

0-30	31-60	61-90	91-120	OVER 120	TOTAL
8,076.50	0.00	0.00	0.00	0.00	8,076.50

**\*\*\* REMITTANCE COPY \*\*\***

Payment is due upon receipt. Interest will be charged on unpaid invoices aged 35 days or more from invoice date.

Services designated with an \* were performed by persons not admitted to practice law, under the supervision of admitted attorneys.  
Carlton Fields practices law in California through Carlton Fields, LLP



Atlanta  
Florham Park  
Hartford  
Los Angeles  
Miami  
New York  
Orlando  
Tallahassee  
TampaTARPON SPRINGS, CITY OF  
**RE: SPECIAL COUNSEL ATTORNEY SERVICES**FEBRUARY 28, 2023  
REF NO.: 18793-66428  
INVOICE NUMBER: 1200715Washington, DC  
West Palm Beach**PROFESSIONAL SERVICES AS POSTED THROUGH JANUARY 31, 2023**

<u>DATE</u>	<u>INIT</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/12/23	APS	TELE W/ WITNESS.	0.80
01/12/23	EJH	TELECONFERENCE WITH WITNESS.	0.80
01/17/23	APS	ATTEND SPECIAL COUNSEL WORKSHOP IN TARPON SPRINGS.	2.50
01/17/23	EJH	PREPARE FOR WORKSHOP WITH CITY COMMISSIONERS; ATTEND WORKSHOP WITH CITY COMMISSIONERS REGARDING SCOPE OF INVESTIGATION; OUTLINE DRAFT SCOPE OF WORK.	2.50
01/18/23	APS	TELE AND EMAILS W/ I. JACOBS; DFT/EDIT DOCS.	0.90
01/18/23	KAT	RESEARCH RE: PUBLIC RECORDS QUESTION.	0.80
01/18/23	EJH	DRAFT SCOPE OF WORK FOR BOARD OF COMMISSIONER REVIEW AND APPROVAL.	1.10
01/19/23	APS	DFT/EDIT DOCUMENT.	0.80
01/19/23	CRO	LEGAL RESEARCH RE: DEFAMATION, PUBLIC RECORD EXEMPTIONS, AND PRIVILEGED DOCUMENTS.	0.50
01/19/23	CRO	RESEARCH RE: DEFAMATION, PUBLIC OFFICIAL IMMUNITY, AND OPINION WORK PRODUCT	1.30
01/20/23	EJH	RESEARCH REGARDING ATTORNEY CLIENT PRIVILEGE, PUBLIC RECORDS LAWS, AND DEFAMATION; FINALIZE SCOPE OF WORK FOR BOARD OF COMMISSIONERS REVIEW AND APPROVAL.	1.20
01/20/23	CRO	RESEARCH REGARDING PUBLIC AND PRIVILEGES.	1.70
01/23/23	APS	EMAILS W/ WITNESS.	0.30

TARPON SPRINGS, CITY OF  
RE: **SPECIAL COUNSEL ATTORNEY SERVICES**

FEBRUARY 28, 2023  
REF NO.: 18793-66428  
INVOICE NUMBER: 1200715

<u>DATE</u>	<u>INIT</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/25/23	EJH	CONFIRM AUTHORITY FOR SPECIAL COUNSEL AND ATTACHED SCOPE OF WORK.	0.30

TOTAL FEES FOR PROFESSIONAL SERVICES	\$8,076.50
--------------------------------------	------------

ATTORNEY FEE SUMMARY

APS	ADAM P. SCHWARTZ	5.30	hours at	\$700.00	=	3,710.00
KAT	KENNETH A. TINKLER	0.80	hours at	\$600.00	=	480.00
EJH	ERIN J. HOYLE	5.90	hours at	\$460.00	=	2,714.00
CRO	CHARLISA R. ODOM	3.50	hours at	\$335.00	=	1,172.50
	TOTALS	15.50				\$8,076.50

TOTAL FEES FOR PROFESSIONAL SERVICES	\$8,076.50
--------------------------------------	------------

INVOICE 1200715 TOTAL	\$	<u>8,076.50</u>
-----------------------	----	-----------------

BALANCE DUE FROM PREVIOUS STATEMENT	\$	0.00
LESS: PAYMENTS	\$	0.00

<b>TOTAL AMOUNT DUE</b>	<b>\$</b>	<b><u><u>8,076.50</u></u></b>
-------------------------	-----------	-------------------------------

**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  
March 03, 2023  
Account No: 1924-0000M  
Invoice No: 75133

Tarpon Springs/General

Description

			Hours	
02/01/2023	AJS	Review correspondence from Michele Manousos regarding Public Records.	0.10	17.50
	AJS	Review correspondence from Regina Kardash regarding Public Records.	0.10	17.50
	AJS	Review correspondence from Bob Robertson regarding Grosse Avenue Project..	0.10	17.50
	AJS	Review correspondence from Regina Kardash regarding Public Records.	0.10	17.50
	AJS	Review correspondence from Lori Lewis regarding Code Enforcement.	0.10	17.50
	AJS	Prepare email correspondence to Cyndee Stoner regarding Code Enforcement.	0.10	17.50
	AJS	Conference with Bob Robertson (2X); Conference with Kathleen Maloney regarding Grosse Avenue Project.	0.60	105.00
02/02/2023	AJS	Prepare and attend meeting with Tom Funcheon and Fire Chief regarding HVAC.	1.00	175.00
02/06/2023	AJS	Review and revise Tarpon Springs community Center Agreement; Prepare e-mail to Jamie Taylor.	0.50	87.50
	AJS	Review file with Mary Alexander, Kathleen Dumortier, Elizabeth Gauge, Pagie Huttenpiller, Rafaelu Mendoza, Peter Spanolios and Matthew Williamson; Draft updated Status Report.	1.00	175.00
02/07/2023	AJS	Review and analysis of correspondence from Mayor Vatikiotis; Conference with Mayor Vatikiotis regarding meeting.	0.50	87.50
	AJS	Review correspondence from Cyndee Stoner; Prepare e-mail to Cyndee Stoner regarding Code Enforcement Board.	0.30	52.50
02/08/2023	AJS	Review and analysis of Grosse Avenue bid documents.	0.40	70.00
02/09/2023	AJS	Review Commission on Ethics Press Release; Prepare email correspondence to Mayor Vatikiotis and Board of Commissioners.	0.30	52.50

## Tarpon Springs/General

			Hours	
	AJS	Conference with Commissioner Eisner regarding general issues.	0.30	52.50
	AJS	Attend meeting with City Manager, Mayor Vatikiotis, Patricia McNeese, and Renea Vincent regarding Board Meeting.	1.00	175.00
	AJS	Prepare and attend Code Enforcement Meeting.	4.50	787.50
02/10/2023	AJS	Conference with Commissioner Karr; Review correspondence from Trish Hickey regarding Notice of Claim.	0.40	70.00
	AJS	Review Co-Hatch request; Review response; Prepare email correspondence to Renea Vincent.	0.80	140.00
	AJS	Conference with Renea Vincent regarding Cohtatch.	0.20	35.00
02/13/2023	AJS	Review correspondence from Renea Vincent; Review correspondence from City Manager LeCouris regarding Co-Hatch; Conference with City Manager LeCouris regarding Co-Hatch; Review correspondence from City Manager regarding Co-Hatch; Review correspondence from Bob Robertson; Review correspondence from Edward Etcheverry regarding American Pipeline; Legal research regarding ethics issue.	1.80	315.00
02/14/2023	AJS	Prepare and attend Board Meeting.	6.30	1,102.50
02/16/2023	AJS	Conference with Commissioner Koulias; Analysis of issue.	1.00	175.00
	AJS	Review correspondence from Bob Robertson; Analysis of change order; Prepare email correspondence to Bob Robertson regarding legal sufficiency of agreement.	0.40	70.00
02/17/2023	AJS	Conference with Tom Funcheon regarding several issues.	0.30	52.50
	AJS	Review correspondence from Trish Hickey regarding Beal.	0.10	17.50
02/20/2023	AJS	Conference with Commissioner Eisner regarding several issues.	0.30	52.50
02/21/2023	AJS	Review correspondence from Cyndee Stoner; Analysis of issues; Prepare email correspondence to Cyndee Stoner.	0.80	140.00
	AJS	Prepare for conference regarding Grosse Avenue drainage; Attend Conference; Conference with City Manager LeCouris regarding status.	1.30	227.50
	AJS	Review correspondence from David Timm and Bob Robertson regarding Seabreeze.	0.20	35.00
	AJS	Review correspondence from Jamie Taylor; Review proposed edits by Tivity to agreement; Prepare email correspondence to Jamie Taylor.	0.40	70.00
02/22/2023	AJS	Review correspondence from and prepare email correspondence to Ed Miller regarding Orders; Review correspondence from Cyndee Stoner.	0.30	52.50
	AJS	Conference with Attorney Steve Tsangaris regarding Seabreeze; Conference with Commissioner Koulias regarding policy issue.	0.60	105.00
02/23/2023	AJS	Conference with Sergeant Miller regarding several issues.	0.30	52.50



City of Tarpon Springs

Tarpon Springs/General

Page: 3

March 03, 2023

Account No: 1924-0000M

Invoice No: 75133

			Hours	
	AJS	Review correspondence from and prepare email correspondence to Jamie Taylor regarding conference.	0.20	35.00
02/24/2023	AJS	Review and analysis of Court Order regarding Lober; Legal research and analysis on issue regarding indemnification.	1.00	175.00
02/27/2023	AJS	Review correspondence from Attorney Lauren Rubenstein regarding Co-Hatch; Review and analysis of Cohatch request; Review correspondence from City Manager LeCouris; Prepare email correspondence to City Manager LeCouris regarding Timm Group Agreement; Legal research and analysis of Indemnification and Permit Issues; Conference with Commissioner Eisner.	1.80	315.00
02/28/2023	AJS	Conference with City Manager LeCouris regarding several issues; Conference with Attorney Tsongris regarding Timm Group (3X); Attend meeting City Clerk and Police Chief regarding Code issue; Prepare and attend Board Meeting.	9.20	1,610.00
		For Current Services Rendered	38.70	6,772.50
		Total Current Work		6,772.50
		Balance Due		<u>\$6,772.50</u>

Received

MAR - 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  
March 03, 2023  
Account No: 1924-0001M  
Invoice No: 75134

City of Tarpon Springs/Rasmussen, Robert

Description

			Hours	
02/10/2023	AJS	Prepare Amended Hearing Notice; Review photographs.	0.40	70.00
		For Current Services Rendered	0.40	70.00
		Total Current Work		70.00
		Balance Due		<u>\$70.00</u>

Received

MAR - 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  
March 03, 2023  
Account No: 1924-0002M  
Invoice No: 75135

City of Tarpon Springs/Colson, Clay

Description

			Hours	
02/06/2023	AJS	Review file and correspondence; Prepare updated Status Report.	0.60	105.00
		For Current Services Rendered	0.60	105.00
		Total Current Work		105.00
		Balance Due		<u>\$105.00</u>

Received 

MAR - 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  
March 03, 2023  
Account No: 1924-0003M  
Invoice No: 75136

City of Tarpon Springs/Concerned Citizens

Description

			Hours	
02/01/2023	AJS	Review correspondence from Marie Borland regarding Notice of Appearance.	0.10	17.50
02/02/2023	AJS	Review correspondence from Mayor Vatikiotis.	0.10	17.50
02/03/2023	AJS	Review correspondence from Mayor Vatikiotis; Review correspondence from City Manager regarding conditions and documents.	0.30	52.50
02/07/2023	AJS	Review response to Motion to Amend; Prepare correspondence to Mayor Vatikiotis and Board of Commissioners; Review file; Prepare status update.	1.20	210.00
02/08/2023	AJS	Prepare Response to Petitioner's Motion to Amend Writ of Certiorari; Review correspondence from Mayor Vatikiotis regarding memorandum.	1.30	227.50
02/09/2023	AJS	Review Court Order Granting Motion for Leave to Amend Petitioner's Writ of Certiorari; Prepare email correspondence to Mayor Vatikiotis and Board of Commissioners.	0.30	52.50
02/14/2023	AJS	Review Motion; Prepare email correspondence to Mayor Vatikiotis and Board of Commissioners regarding clarification for date of response.	0.40	70.00
02/15/2023	AJS	Conference with City Manager regarding Shade Meeting ; Review and analysis of Public Records request.	0.50	87.50
	AJS	Review correspondence from Renea Vincent regarding comment report and spreadsheet.	0.30	52.50
	AJS	Review Public Records request for email; Review files; Prepare email correspondence to Michele Manousos.	0.40	70.00
	AJS	Review correspondence from Judy Staley; Review agenda for Shade Meeting; Prepare email correspondence to Judy Staley.	0.30	52.50

City of Tarpon Springs

City of Tarpon Springs/Concerned Citizens

Page: 2

March 03, 2023

Account No: 1924-0003M

Invoice No: 75136

			Hours	
02/17/2023	AJS	Review and analysis of correspondence from Michele Manousos regarding Public Records request.	0.20	35.00
	AJS	Prepare email correspondence to Michele Manousos regarding Public Records.	0.10	17.50
02/27/2023	AJS	Review file and prepare for Shade Meeting; Review Public Records request; Prepare email correspondence to Michele Manousos; Prepare for and attend Shade Meeting.	3.00	525.00
		For Current Services Rendered	8.50	1,487.50
		Total Current Work		1,487.50
		Balance Due		<u>\$1,487.50</u>

**Received**

**MAR - 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  
March 03, 2023  
Account No: 1924-0006M  
Invoice No: 75137

City of Tarpon Springs/Vares, Rebecca

Description

			Hours	
02/06/2023	AJS	Review file and correspondence; Prepare updated Status Report.	0.30	52.50
02/14/2023	AJS	Review Court Order; Prepare update.	0.20	35.00
		For Current Services Rendered	0.50	87.50
		Total Current Work		87.50
		Balance Due		<u>\$87.50</u>

Received 

MAR - 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  
March 03, 2023  
Account No: 1924-0007M  
Invoice No: 75138

City of Tarpon Springs/Fularz, David

Description

			Hours	
02/02/2023	AJS	Review Court Order; Prepare email correspondence to Mayor and Commission.	0.20	35.00
02/06/2023	AJS	Review file; Prepare updated Status Report.	0.20	35.00
		For Current Services Rendered	0.40	70.00
		Total Current Work		70.00
		Balance Due		<u>\$70.00</u>

Received 

MAR - 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: March 14, 2023

Re: Special Event – Tarpon Springs Merchants Association  
Tarpon Springs Sponge Docks Craft Festival  
April 22-23 & July 8-9, 2023

---

### **Recommendation:**

That the Mayor and Board of Commissioners approve the Tarpon Springs Merchants Association's special event application for the "Tarpon Springs Sponge Docks Craft Festival" on April 22-23 & July 8-9, 2023, and the temporary closure of Dodecanese Blvd. (Athens to Roosevelt.) and Dodecanese Restroom 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 10:00 a.m. to 7:00 p.m. on Saturday and 10:00 a.m. to 5:00 p.m. on Sunday. Set-up will begin at 5:30 a.m. on Saturday and cleanup will end by at 8:00 p.m. on Sunday. The event will consist of vendors and food/beverages will be sold. All proceeds from this event will be used for advertising future events.

All set-up and clean-up will be the event sponsor's responsibility, and they have notified area businesses that may be affected by this event.

It is understood that in order for the Sponsor to receive a permit to proceed, he/she must comply with the following:

- A Certificate of Insurance in the amount of \$1,000,000 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: January 16, 2023

Name of Event: Tarpon Springs Sponge Docks Craft Festival

Date(s) of Event: April 22-23, July 8-9, 2023

Alternate Date(s): N/A

Hours of Event: Saturday's – 10:00 am to 7:00 pm Sunday's – 10:00 am to 5:00 pm

Set up/break down time needed: Set up on Saturday's – 5:30 am Teardown on Sunday's – 8:00 pm

Type/Purpose of Event: Fundraiser for the Tarpon Springs Merchants Association. Event will include food vendors and craft vendors.

Location of Event (include map for parade/procession routes with assembly and disband points): Dodecanese Blvd. from Athens Street to Roosevelt.

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

Other: City parking lot on Dodecanese where public restrooms are. We are also getting the necessary paperwork to use Greek Island Imports parking lots. Louis Houllis' parking will be left open for customers of Odyssey Cruise. They will either come down Hope Street to the alley or from Roosevelt to the alley to get to that parking lot.

Disposition of Proceeds: Pay for expenses of the event and advertising for future events.

**Applicant Information:**

Name of Organization: Tarpon Springs Merchants Association

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: P O Box 2793, Tarpon Springs FL 34688

Individual to Contact: Carol Rodriguez (Telephone #) 845-661-5518 (email) carolaer@ymail.com

Alternative Contact: Reggie Gibson (Telephone #) 727-543-1593 (email) tarponspringsflorida@gmail.com

**General Information:**

Number of Vendors: 100+ (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):

Public parking lots and street parking

Approximate Number of Attendees: 1000-2000 Entrance Fee:\$ N/A

Location for Attendee Parking: Public parking lots and side streets.

Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: Event planner to provide information prior to the event.



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: Public restrooms in City parking lot and Sponge Exchange

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

How will Structure be Secured: As required

Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☐ Rolloff: ☐ Other: Will hire City employee from 2:00 pm until finished for both days.

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: As needed per TSPD

Cones: ☒ How many: As needed per TSPD

Portable Stage: ☐ Location: n/a

Electricity Needed: ☒ Where: City poles

Public Restrooms: ☒ Hours of Opening/Closing: From 5:30 am on each Saturday to 8:00 pm on each Sunday

Street Banners: ☒ Locations: City approved locations

Additional City Trash Cans: ☒

Directional Parking Signs: ☒ Locations: Where allowed

Other:

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

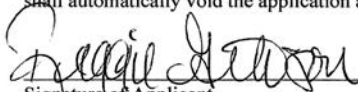
If not, when will it be sent:

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

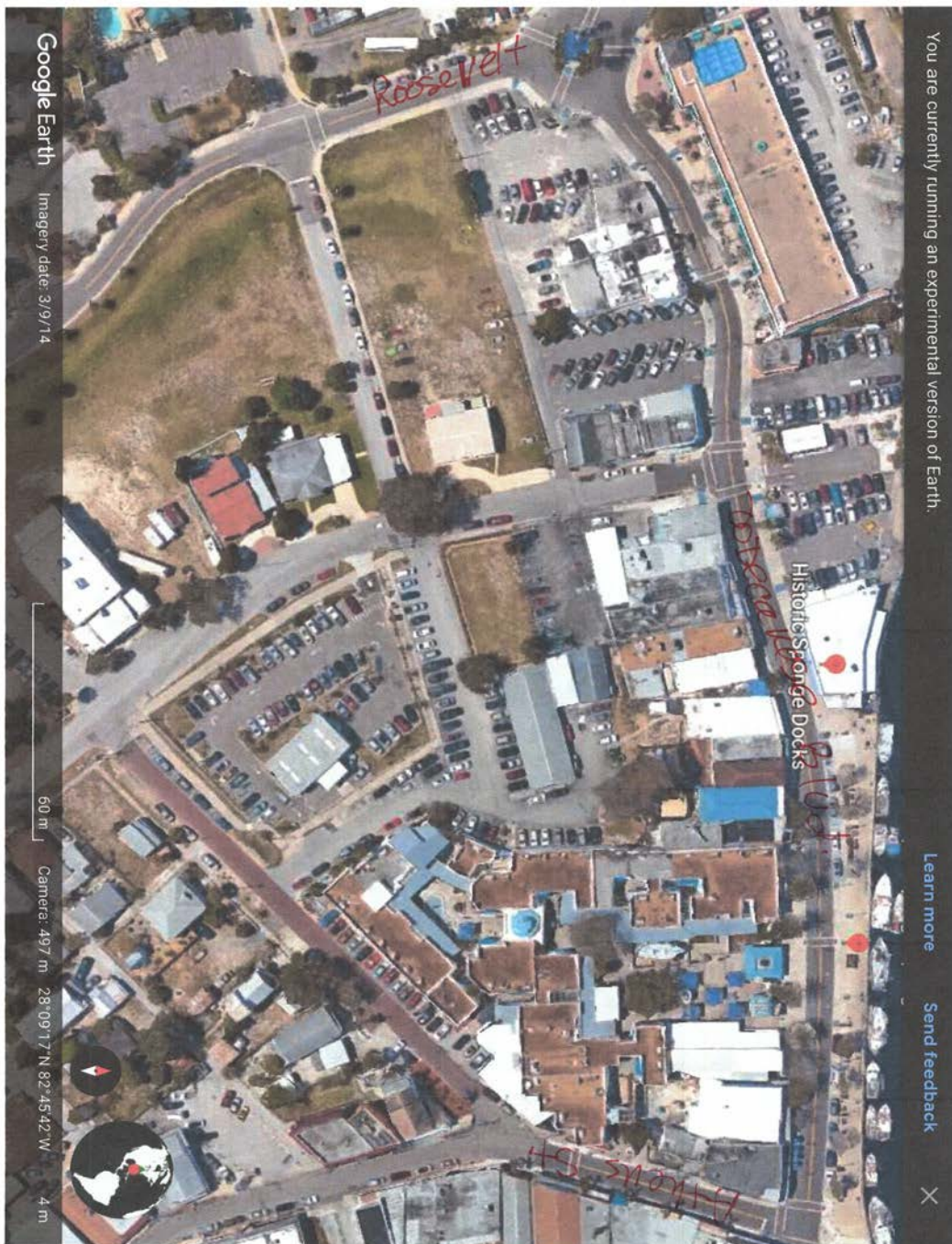
I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes ☒ No ☐ Failure to do so may result in forfeiture of deposit.

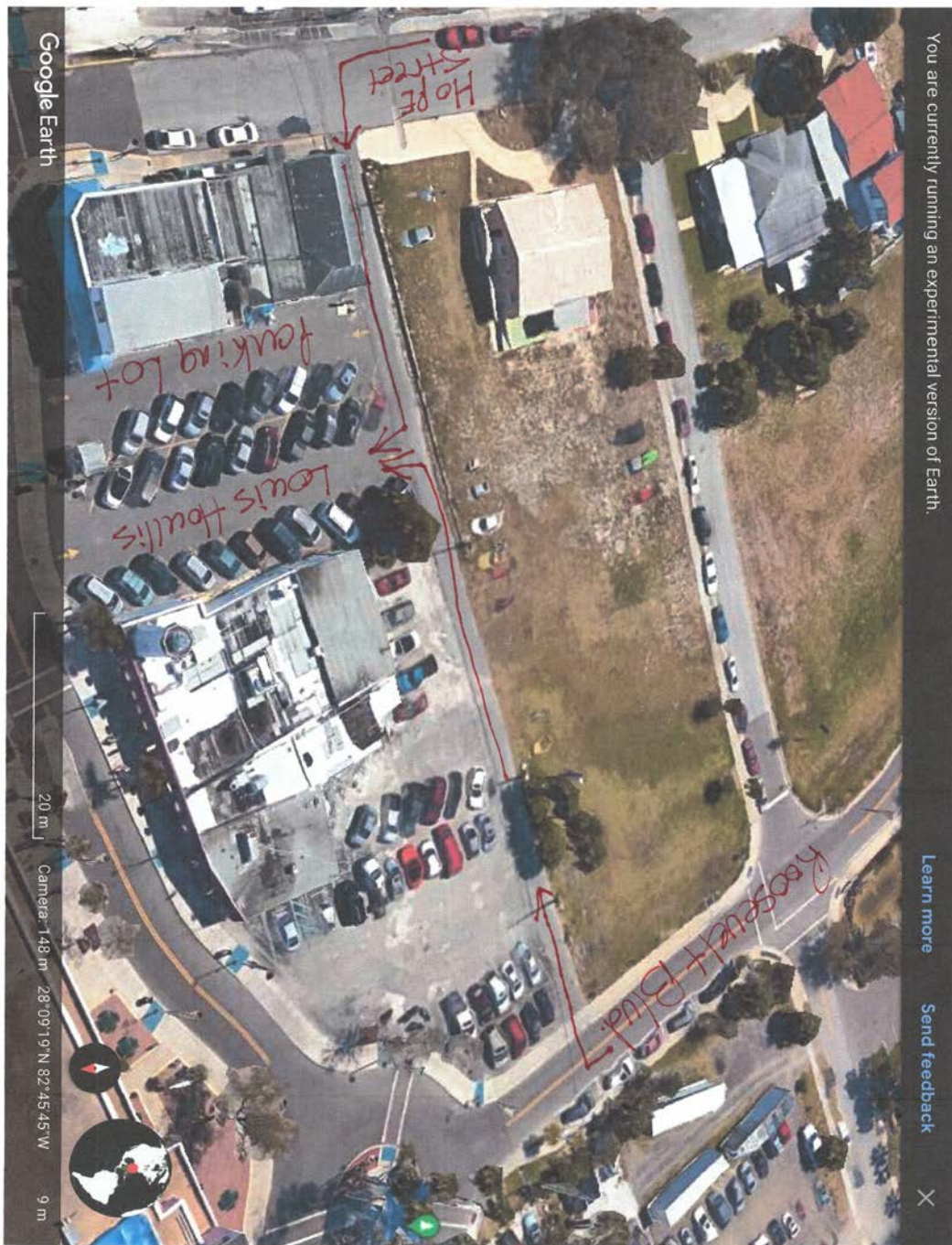
I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand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

  
Signature of Applicant

1-16-23  
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: March 14, 2023

Subject: Special Event – Tarpon Springs Merchants Association  
Athens by Night  
June 10 & September 9, 2023

---

### Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Merchants Associations' special event application for "Athens by Night" on Saturday, June 10 & September 9, 2023, and the temporary closure of Athens St. (Dodecanese Blvd. to Mill St.), Cross St. (Athens St. to Sponge Exchange Parking Lot Entrance), Maragos St. (Athens St. to Hope St.) and alleyway next to Costas Restaurant.

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 events.

The hours are 6:00 p.m. to 11:00 p.m. Set-up will begin at 4:00 p.m. and clean-up will end by midnight. There will be music, three vendors, and participating restaurants will sell food & alcoholic beverages through an extended liquor license. Proceeds will be used towards event expenses and advertising.

If area construction impedes with location closure, an adjustment will be made to move slightly south on Athens St.

All set-up and clean-up will be the event sponsors' responsibility, and the sponsor has notified area businesses that may be affected by this 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 16, 2023

Name of Event: Athens by Night

Date(s) of Event: June 10 and September 9, 2023

Alternate Date(s): n/a

Hours of Event: 6-11 pm

Set up/break down time needed: 4:00 pm to 12:00 am

Type/Purpose of Event: Fundraiser for the Tarpon Springs Merchants Association. Event will include vendors (dessert & possible other restaurants), music and food from participating restaurants.

Location of Event (include map for parade/procession routes with assembly and disband points): Athens Street from Dodecanese to Mill Street, Cross Street from Athens to Sponge Exchange parking lot entrance, Maragos Street from Athens to Hope, alley next to Costas Restaurant.

If Closure of a City Parking Lot is needed, please check: Mother Meres \_\_\_ Tarpon Ave. \_\_\_ Orange St. \_\_\_

Court/Lemon \_\_\_

Other:

Disposition of Proceeds: Pay for expenses of event and advertising for future events.

**Applicant Information:**

Name of Organization: Tarpon Springs Merchants Association

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: P O Box 2793, Tarpon Springs FL 34688

Individual to Contact: Carol Rodriguez (Telephone #) 845-661-5518 (email) carolaer@ymail.com

Alternative Contact: Reggie Gibson (Telephone #) 727-543-1593 (email) tarponspringsflorida@gmail.com

**General Information:**

Number of Vendors: 1-3 (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):

Public parking lots and street parking

Approximate Number of Attendees: 300-500 Entrance Fee:\$ n/a

Location for Attendee Parking: Public parking lots and side streets

Will Private Security be Provided: Yes ☐ No ☐ Name of Private Company: TSPD

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 6-11 pm Band: ☒ DJ: ☐ Other: Music will be located on the east side of Athens Street either on the sidewalk or street (3 players).

Type & Location of Toilet Facilities: n/a

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:

☒ Participating Restaurants will be serving their own food.

Will Alcoholic Beverages be Served: Yes ☒ No ☐ Type of Alcoholic Beverages: Each participating restaurant will be applying for their extended liquor license and insurance. Will provide proof prior to the event.

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

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

Barricades: ☒ How many: As needed per TSPD

Cones: ☒ How many: As needed per TSPD

Portable Stage: ☐ Location: n/a

Electricity Needed: ☒ Where: City poles

Public Restrooms: ☒ Hours of Opening/Closing: Sponge Exchange to stay open until 12:00 am

Street Banners: ☒ Locations: City approved locations

Additional City Trash Cans: ☒ Just a couple for excess garbage. The participating restaurants are responsible for disposing of the trash in their dumpsters. We are recommending that if they don't have a Monday pick-up to schedule one.

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

Other: String lights on Athens Street

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

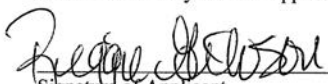
If not, when will it be sent: City waived the fee.

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

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

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes ☒ No ☐ Failure to do so may result in forfeiture of deposit.

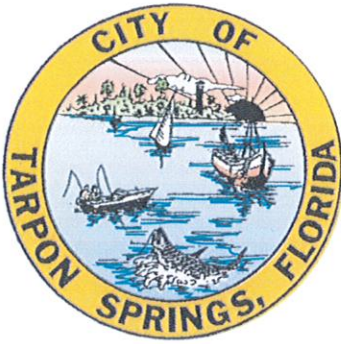
I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand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

  
\_\_\_\_\_  
Signature of Applicant

1-16-23  
\_\_\_\_\_  
Date







# CITY OF TARPON SPRINGS, FL

## PROCUREMENT SERVICES

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

---

### MEMORANDUM

---

**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**DATE:** 03/14/2023  
**SUBJECT:** Ratify an Increase to File No. 190115-C-CM, Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318

---

### RECOMMENDATION:

Ratify an Increase to File No. 190115-C-CM, Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318 with HERC Rental from an annual amount not to exceed \$24,000 to \$94,000, an annual increase of \$70,000, through October 31, 2023, for various City departments. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

On May 2, 2019, the contract was administratively awarded. On October 5, 2020, the contract was increased administratively to \$24,000. The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through October 31, 2023 with an option to renew for (2) additional (2) year periods. A blanket purchase order will be issued annually to track spending.

**FUNDING:** Funding will be identified as requirements arise.

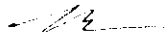
Accepted by: \_\_\_\_\_ Attest: \_\_\_\_\_  
City Manager City Clerk



**Public Works Department  
Office of the Director**

---

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director 

Date: March 14, 2023

Subject: Herc Equipment Rental

---

**Recommendation:**

We are requesting an increase to File No. 190115-C-CM, with Herc Rentals Inc., for equipment rental and related products and services in an estimated amount of \$70,000, from \$24,000 to \$94,000 for the period of 11/1/22 thru 10/31/23.

With the purchase of the John Deere Front Loader, we can reduce the estimated amount by approximately \$40,000. Thus requiring a \$30,000 increase to the contract.





## CITY OF TARPON SPRINGS, FL

### Procurement Services

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

**TO:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**FROM:** Anthony McGee, CPPB, MBA, Senior Procurement Analyst  
**DATE:** October 5, 2020  
**SUBJECT:** Administrative Approval to Increase File No. 190115-C-M Equipment Rental and Related Products and Services through OMNIA Partners Contract 201900318

---

#### RECOMMENDATION:

Increase File No. 190115-C-CM Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318 to Herc Equipment Rental Corp. from an annual amount of \$20,000.00 to \$24,000.00 an increase of \$4000.00 for City wide use.

#### BACKGROUND:

The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through October 31, 2023 with an option to renew for (2) additional (2) year periods. A blanket purchase order will be issued annually to track spending.

#### FUNDING:

Funding will be identified as equipment is needed and receipts will be made against the blanket purchase order or payment by VISA.

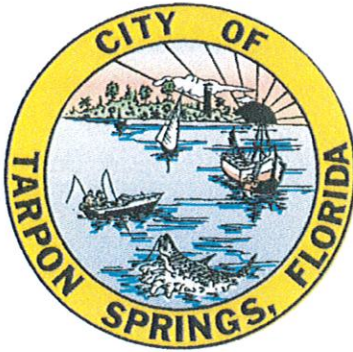
Approved: \_\_\_\_\_

Jay Jackus, CPPO, CPPB  
Procurement Services Director

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

10-5-2020





# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

**TO:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**FROM:** Cathy Morgan, CPPO, CPPB, Senior Procurement Analyst  
**DATE:** May 2, 2019  
**SUBJECT:** Award File No. 190115-C-M Equipment Rental and Related Products and Services through OMNIA Partners Contract 201900318

---

### RECOMMENDATION:

Award File No. 190115-C-CM Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318 to Herc Equipment Rental Corp. in the estimated annual amount of \$20,000 for the period May 2, 2019 through October 31, 2023 for City wide use.

### BACKGROUND:

The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through October 31, 2023 with an option to renew for (2) additional (2) year periods. A blanket purchase order will be issued annually to track spending.

### FUNDING:

Funding will be identified as equipment is needed and receipts will be made against the blanket purchase order or payment by VISA.

Approved:   
Jay Jackus, CPPO, CPPB  
Procurement Services Director

Date of Approval 5-3-19

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE EQUIPMENT  
RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of ~~November~~ 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

**WHEREAS**, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

## CONTRACT

### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Charlotte Business INclusion Program
- 1.4. EXHIBIT D: Federal Contract Terms and Conditions

### 2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

### 4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

- 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
- 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

## **8. PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte  
Finance - Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase no longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the



Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods. Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
  - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
  - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
14. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
  - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
  - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
  - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
15. **COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
16. **DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
17. **QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
  - 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
  - 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
  - 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
  - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
  - 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
  - 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
    - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
    - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
    - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay



debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
  - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 28.8.3 Performing the transition service plan activities;
  - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (C) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (D) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (E) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

**34. COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may



result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
  - a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
  - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
  - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
  - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. **CONFIDENTIALITY.**

42.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

**42.2. RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed



a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
  - 42.3.1 Was already known to Company prior to being disclosed by the City;
  - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
  - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
  - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
  - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**44. MISCELLANEOUS**

- 44.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 44.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 **SURVIVAL OF PROVISIONS:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 43	"Confidentiality"
Section 44	"Miscellaneous"

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a



decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transimission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tanks(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

BY: 

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: 

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

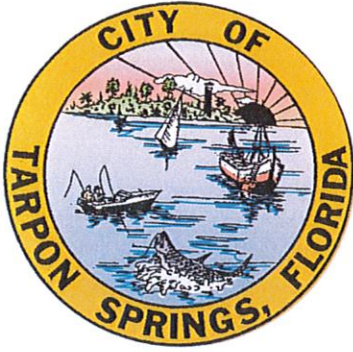
CITY OF CHARLOTTE:  
RISK MANAGEMENT DIVISION

BY: 

PRINT NAME: Christee Gibson

TITLE: Insurance Manager

DATE: 9/22/18



# 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:** 03/14/2023  
**SUBJECT:** Approve Change Order No. 1 to Increase File No. 230045-N-JL, City Sponge Boat Repairs

---

### RECOMMENDATION:

Approve Change Order No. 1 to Increase File No. 230045-N-JL, City Sponge Boat Repairs with Gulf Marine Ways, increasing the amount from \$31,550 to \$46,804 an increase of \$15,254 for the Public Works Department.

### BACKGROUND:

On November 15, 2022, the Board awarded the contract. The purpose of this change order is to provide additional services needed to complete the city sponge boat renovations. Many of the repair items include wood damage, rot, and termite infestation. These items were not known at the time of the original estimate and were found only after the boat was in a dry dock location (see attached memo).

**FUNDING:** 001-8802-519.6300 – Non-Departmental / Project SPBT01

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

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





**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

---

To: Janina Lewis, Procurement Services Director  
From: Tom Funcheon, Public Works Director  
Date: March 7, 2023  
Subject: City Sponge Boat Repairs Change Order

---

**Recommendation:**

We are requesting a change order for Gulf Marine Ways to complete additional needed repairs to the City's Sponge Boat in the amount of \$15,254, from \$31,550 to \$46,804.

**Background:**

Gulf Marine Ways found rotten wood on the bottom of the boat and several issues that weren't known about until the boat was removed from the water. Below are the change order items:

- Termite infestation, the boat must be tented in order exterminate pests.
- Along the starboard waterline, there is significant rot that would cause the boat to sink if not addressed; the holes are located along and around about six (6) original fasteners. Below the boot stripe. The holes will be sealed, fiberglassed, primed and finally painted.
- Along the timber that holds on the rudder, there are severely worm eaten holes that could take on water, plus create a situation where the rudder could break loose where the collars are through bolted. The resolve will include filling with a high-density foam.
- On the port side near the bow, there is badly damage planking which is rotten from water damage and termite damage. These planks will be replaced with quality planking and will be steamed to contour the shape of the hull. There are six (6) planks to replace.

- The bow step itself is rotten from water saturation. This area will be cut out and cleaned of all rot. Using Marine grade plywood, we will rebuild the bow step and fiberglass, prime and paint the area. This is where most of the labor and material will exist.
- Along both port and starboard sides, the decorative board below the rubrail has section either missing or eaten by termites. The pieces will be remove where needed and replaced, re sealed, primed and painted.
- Along the topside, there are a couple of handrails that have rotted and will be replaced. These are 1" by 3" boards.

The funding source is from 001-8802-519.6300, Project SPBT01.

**GULF MARINE WAYS**

990 DODECANESE BLVD  
TARPON SPRINGS, FL US  
LOUIS.GMWBYW@GMAIL.COM

**Estimate**

ADDRESS  
MICK POPPA  
CITY OF TARPON SPRINGS  
100 DODECANESE BLVD  
TARPON SPRINGS, FL 34689  
United States

ESTIMATE 1004  
DATE 10/22/2022  
EXPIRATION DATE 12/31/2022

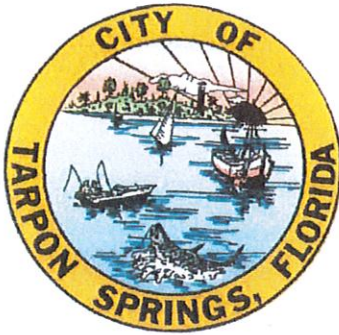
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2022	HAUL OUT (MONO HULL)	THE DRY DOCKING OF ANY VESSEL WITH A SINGLE HULL.	40	40.00	1,600.00T
07/01/2022	BOTTOM JOB (LINEAR FT)	ALL TASKS PERFORMED ARE IN REGARD TO HULL FROM WATERLINE DOWN: PRESSURE WASHING/ SCRAPING/ LIGHT SANDING/ REMOVING DUST/TAPING/PAINTING	40	220.00	8,800.00T
07/01/2022	SCAFFOLDING SET UP/TEARDOWN	METAL A-FRAMES AND ALUMINUM SCAFFOLDS THAT ARE SET UP TO ACHIEVE REACHING POINTS HIGHER THAN GROND LEVEL AROUND VESSEL	1	750.00	750.00T
07/01/2022	TOPSIDE HULLSIDE PAINTING (LINEAR FT)	ALL TASKS PERFORMED ARE IN REGARD TO HULLSIDE FROM WATERLINE UP TO BELOW HANDRAILS: LIGHT SANDING/ FAIRING/ REMOVING DUST/ PAINTING	40	260.00	10,400.00T
07/01/2022	TOPSIDE PAINTING (LINEAR FT)	ALL TASKS PERFORMED ARE IN REGARD TO TOPSIDE OF BOAT INSIDE GUNNELS (NOT INCLUDING DOWN INSIDE STORAGE ARE OR ENGINE ROOM)	40	250.00	10,000.00T

ALL ESTIMATES INCLUDED ABOVE DO NOT REPRESENT ANY STRUCTURAL REPAIRS ON THIS VESSEL. DUE TO THE NATURE OF THIS BEING A WOODEN BOAT, ANY DAMAGES BELOW THE WATERLINE AND OUTER HULL WILL ONLY BE DETERMINED ONCE VESSEL IS DRYDOCKED. TO WHICH THEN ANOTHER ESTIMATE CAN BE GIVEN FOR SAID DAMAGES. ALSO, THE CITY WILL BE ASKED TO SIGN A HOLD HARMLESS AGREEMENT BEFORE THE VESSEL IS DRYDOCKED.

SUBTOTAL	31,550.00
TAX	0.00
TOTAL	<b>\$31,550.00</b>

Accepted By

Accepted Date



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

### MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *QL*  
**DATE:** 11/15/2022  
**SUBJECT:** Award File No. 230045-N-JL, Single Source Purchase of Sponge Boat Repairs

### RECOMMENDATION:

Award File No. 230045-N-JL, Single Source Purchase of Sponge Boat Repairs to Gulf Marine Ways, in the estimated amount of \$31,550, for the Public Works Department.

### BACKGROUND:

The City currently maintains the historical wooden sponge boat located at the City marina. The purpose of this purchase is to rehabilitate the boat and preserve its condition for the City as part of its cultural heritage (see attached memo). Gulf Marine Ways is the sole vendor with the capability and equipment to safely remove the City's boat from the water and provide repairs. This item was broadcast, October 31, 2022, on Demandstar.com as a Notice of Intent to Single Source and no objections were received.

**FUNDING:** 001-8802-519-6300 -Non Departmental / Project No. SPBT01

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

*M. H. L.*  
City Manager

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

*J. S. Jacobs*  
City Clerk



**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

---

To: Janina Lewis, Procurement Services Director  
Through: Tom Funcheon, Public Works Director  
From: Brandon Crum, Facilities Management Superintendent  
Date: October 27, 2022  
Subject: City Sponge Boat Repairs

---

**Recommendation:**

To approve utilizing Gulf Marine Ways (Sole Source) for City Sponge Boat repairs in the amount of \$31,550.

The sponge boat is a historical piece of equipment, and is maintained as a City asset for all to appreciate as part of the City's cultural heritage.

Gulf Marine Ways is a local vendor, and is the only vendor on the West coast of Florida with the necessary equipment to safely remove the City's boat from the water and make the necessary repairs. Attached is the quote, and a Sole Source Form has been completed.

The funding source is from 001-8802-519.6300 Project SPBT01, in the amount of \$31,550.



**GULF MARINE WAYS**  
 960 DODECANESE BLVD  
 TARPON SPRINGS, FL US  
 LOUIS.GMWBYW@GMAIL.COM

## Estimate

ADDRESS  
 MICK POPPA  
 CITY OF TARPON SPRINGS  
 100 DODECANESE BLVD  
 TARPON SPRINGS, FL 34689  
 United States

ESTIMATE 1004  
 DATE 10/22/2022  
 EXPIRATION DATE 12/31/2022

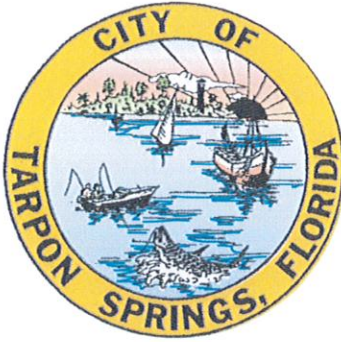
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2022	HAUL OUT (MONO HULL)	THE DRY DOCKING OF ANY VESSEL WITH A SINGLE HULL.	40	40.00	1,600.00T
07/01/2022	BOTTOM JOB (LINEAR FT)	ALL TASKS PERFORMED ARE IN REGARD TO HULL FROM WATERLINE DOWN: PRESSURE WASHING/ SCRAPING/ LIGHT SANDING/ REMOVING DUST/TAPING/PAINTING	40	220.00	8,800.00T
07/01/2022	SCAFFOLDING SET UP/TEARDOWN	METAL A-FRAMES AND ALUMINUM SCAFFOLDS THAT ARE SET UP TO ACHIEVE REACHING POINTS HIGHER THAN GROUND LEVEL AROUND VESSEL	1	750.00	750.00T
07/01/2022	TOPSIDE HULLSIDE PAINTING (LINEAR FT)	ALL TASKS PERFORMED ARE IN REGARD TO HULLSIDE FROM WATERLINE UP TO BELDW HANDRAILS: LIGHT SANDING/ FAIRING/REMOVING DUST/ PAINTING	40	260.00	10,400.00T
07/01/2022	TOPSIDE PAINTING (LINEAR FT)	ALL TASKS PERFORMED ARE IN REGARD TO TOPSIDE OF BOAT INSIDE GUNNELS (NOT INCLUDING DOWN INSIDE STORAGE ARE OR ENGINE ROOM)	40	250.00	10,000.00T

ALL ESTIMATES INCLUDED ABOVE DO NOT REPRESENT ANY STRUCTURAL REPAIRS ON THIS VESSEL. DUE TO THE NATURE OF THIS BEING A WOODEN BOAT, ANY DAMAGES BELOW THE WATERLINE AND OUTER HULL WILL ONLY BE DETERMINED ONCE VESSEL IS DRYDOCKED. TO WHICH THEN ANOTHER ESTIMATE CAN BE GIVEN FOR SAID DAMAGES. ALSO, THE CITY WILL BE ASKED TO SIGN A HOLD HARMLESS AGREEMENT BEFORE THE VESSEL IS DRYDOCKED.

SUBTOTAL	31,550.00
TAX	0.00
<b>TOTAL</b>	<b>\$31,550.00</b>

Accepted By

Accepted Date



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

---

### MEMORANDUM

---

**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**THRU:** Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*  
**DATE:** 03/14/2023  
**SUBJECT:** Award File No. 230073-B-AS, Grounds Maintenance Services

---

### RECOMMENDATION:

Award File No. 230037-B-AS, Grounds Maintenance Services, to Arrington Grounds Maintenance, Inc. (Arrington), effective from the March 15, 2023 through March 14, 2026, in an estimated total amount not to exceed \$206,532, for use by various City departments. Purchase Orders will only be issued against approved budgets.

### BACKGROUND:

The purpose of this contract is to provide labor and equipment services for maintaining the grounds of several City-owned properties, parks, right of ways, Cycadia Cemetery, and Highland Nature Preserve. Public Works' Parks and Parkways Division oversees and maintains approximately 1,100 acres of multi-use properties; Cycadia Cemetery maintains approximately 30 acres and utilizes these services to augment in-house grounds maintenance during periods of peak grass growth, from Spring through Summer (see attached memo). Procurement Services competitively bid these services. Seven (7) bids were responsive to the solicitation requirements. Arrington was deemed the lowest, responsive, and responsible bidder. This contract also has two (2) annual (12-month) renewal(s).

**FUNDING:** 001-1403-572.34-00 Public Works, Parks & Parkway  
001-1406-539.34-00 Public Services, Cycadia Cemetery

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

Tabulation of Submittals  
For  
Bid No. 230073-B-AS  
Grounds Maintenance Services  
February 16, 2023 @ 3:00 p.m.

Company	Amount
Arrington Grounds Maintenance Pinellas Park, FL	\$206,532.00
RedTree Landscape Systems Holiday, FL	\$627,032.25
Yardnique d/b/a Trimac Outdoor Fleming Island, FL	\$667,440.00
Lawns Today, LLC Palmetto, FL	\$565,560.00
Cutups Lawn Service Inc. Tampa, FL	\$2,037,600.00
Greco International Corporation Miami, FL	\$1,014,660.00
Pine Lake Nursery & Landscape Lutz, FL	\$715,914.00

Broadcast: 247 Planholders: 21 Responses: 7

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



## Public Works Department Parks & Parkways Division

---

To: Janina Lewis, Procurement Services Director

Thru: Tom Funcheon, Public Works Director  
Paul Smith, Public Services Director *PS*

From: Tracy Wallace, Parks Supervisor *tracy.wallace*

Date: March 6, 2023

Subject: Approve Recommendation to Award a Three (3) year Contract for Grounds Maintenance Services, Inc. to Arrington Grounds Maintenance, Inc.

---

### RECOMMENDATION:

To approve and award a three (3) year contract to Arrington Grounds Maintenance, Inc. in the estimated 3-year total amount not to exceed \$206,532.00, for grounds maintenance services, for use by various City departments.

### BACKGROUND:

The purpose of this contract is to provide labor and equipment for maintaining the grounds of several City-owned properties, parks, right of ways, Cycadia Cemetery, and Highland Nature Park.

The Parks & Parkways Division maintains approximately 1,100 acres of multi-use properties. Cycadia Cemetery maintains approximately 30 acres. Cycadia Cemetery utilizes these services to augment in-house grounds maintenance during periods of peak grass growth (typically the 5-month period of spring through summer). The expected annual estimate is not anticipated to be fully utilized for this line item.

Seven (7) responsive bids were received and Arrington Grounds Maintenance, Inc. was the lowest, qualified bidder.

### FUNDING:

Account No. 001-1403-572.34-00, Public Works, Parks & Parkways Division  
Account No. 001-1406-539.34-00, Public Services, Cycadia Cemetery

**BID NO. 230073-B-AS**

**GROUND MAINTENANCE SERVICES**

**SUBMITTAL CHECKLIST**

**IMPORTANT**  
**BID DOCUMENTS TO BE RETURNED**

The following forms must be completed and submitted with your bid: The following forms must be completed and submitted with your bid:

<input checked="" type="checkbox"/>	<b>Acknowledgement Form</b>
<input checked="" type="checkbox"/>	<b>Bid Form</b>
<input checked="" type="checkbox"/>	<b>Questionnaire</b>
<input checked="" type="checkbox"/>	<b>Drug Free Workplace Form</b>
<input checked="" type="checkbox"/>	<b>Federal Employer Tax ID Certificate</b>
<input checked="" type="checkbox"/>	<b>Current Insurance Cover, General Liability, Automotive, Worker's Comp</b>
<input checked="" type="checkbox"/>	<b>Evidence of a Certification through Pinellas County Licensing Board</b>
<input checked="" type="checkbox"/>	<b>Registration with Florida Division of Corporations</b>
<input checked="" type="checkbox"/>	<b>Copy of Licenses, including Occupational</b>



Total for Initial three (3) year period \$ 206,532

**BID NO. 230073-B-AS**

**GROUND MAINTENANCE SERVICES**

**ACKNOWLEDGEMENT FORM**

All bidders are to exclude from the bid price any State and Federal sales taxes. The City is exempt from paying these taxes. The tax exemption number is 62-17-134889-54.

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

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

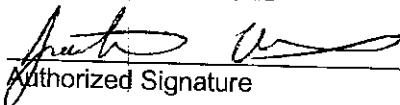
Bidder: Arrington Grounds Maintenance

Address: 6553 46th St. North Unit #903

City: Piellas Park State: Florida Zip: 33781

Phone No.: 727-527-6441 Fax No.:                      Email: J.OteroGgm@gmail.com

Jonathan Otero President  
Printed Name and Title

  
Authorized Signature

02/08/2023  
Date

# BID FORM PRICING

BID NO. 230073-B-AS

## GROUNDS MAINTENANCE SERVICES

Year One (1)			
Item No.	Location	Monthly	Annual
1	Richard Ervin Park	\$ 350	\$ 4,200
2	Highland Nature Preserve	\$ 600	\$ 7,200
3	Grandview Drive & Grandview Median Extension	\$ 175	\$ 2,100
4	Public Safety Building	\$ 650	\$ 7,800
5	Tarpon Rec/Community Center	\$ 450	\$ 5,400
6	Chesapeake Park	\$ 150	\$ 1,800
7	Tarpon Public Library	\$ 450	\$ 5,400
8	Safford House Museum	\$ 300	\$ 3,600
9	Cops & Kids	\$ 200	\$ 2,400
10	Melon St. Right of Way	\$ 150	\$ 1,800
11	South Disston Right of Way	\$ 750	\$ 9,000
12	Live Oak Right of Way	\$ 350	\$ 4,200
13	Whitcomb Bayou Right of Way	\$ 650	\$ 7,800
14	Riverside Bayou Right of Way	\$ 400	\$ 4,800
15	Cycadia Cemetery - See 3.5.1.1. and below:	\$ 4,160	\$ 49,920
	*Cycadia Cemetery work shall be performed on an as needed seasonal basis. The Cemetery covers 30 acres and has approximately 8,000 graves.		
16	Hourly Rates for Additional Landscape Work	Hourly Rate	\$ 45.00
17	Hourly Rate for Additional Mowing	Hourly Rate	\$ 42.00
18	Hourly Rate for Additional Edging and Trimming	Hourly Rate	\$ 42.00
19	Hourly Rate for Additional Litter and Debris Pick Up	Hourly Rate	\$ 42.00
20	Hourly Rate for Irrigation System Inspection and Maintenance	Hourly Rate	\$ 65.00
21	Hourly Rate for Tree Pruning (Hardwoods and Palm Trees)	Hourly Rate	\$ 100.00
		Line 15 Total	Line 15 Total
	Estimated Total for Year 1	\$ 5,625	\$ 67,500

# BID FORM PRICING

BID NO. 230073-B-AS

## GROUNDS MAINTENANCE SERVICES

Year Two (2)

Item No.	Location	Monthly	Annual
1	Richard Ervin Park	\$ 357	\$ 4,284
2	Highland Nature Preserve	\$ 612	\$ 7,344
3	Grandview Drive & Grandview Median Extension	\$ 178	\$ 2,136
4	Public Safety Building	\$ 663	\$ 7,956
5	Tarpon Rec/Community Center	\$ 459	\$ 5,508
6	Chesapeake Park	\$ 153	\$ 1,836
7	Tarpon Public Library	\$ 459	\$ 5,508
8	Safford House Museum	\$ 306	\$ 3,672
9	Cops & Kids	\$ 204	\$ 2,448
10	Melon St. Right of Way	\$ 153	\$ 1,836
11	South Disston Right of Way	\$ 765	\$ 9,180
12	Live Oak Right of Way	\$ 357	\$ 4,284
13	Whitcomb Bayou Right of Way	\$ 663	\$ 7,956
14	Riverside Bayou Right of Way	\$ 408	\$ 4,896
15	Cycadia Cemetery - See 3.5.1.1. and below:	\$ 4,244	\$ 50,928
	*Cycadia Cemetery work shall be performed on an as needed seasonal basis. The Cemetery covers 30 acres and has approximately 8,000 graves.		
16	Hourly Rates for Additional Landscape Work	Hourly Rate	\$ 46.00
17	Hourly Rate for Additional Mowing	Hourly Rate	\$ 43.00
18	Hourly Rate for Additional Edging and Trimming	Hourly Rate	\$ 43.00
19	Hourly Rate for Additional Litter and Debris Pick Up	Hourly Rate	\$ 43.00
20	Hourly Rate for Irrigation System Inspection and Maintenance	Hourly Rate	\$ 66.00
21	Hourly Rate for Tree Pruning (Hardwoods and Palm Trees)	Hourly Rate	\$ 102.00
		Line 15 Total	Line 15 Total
	Estimated Total for Year 2	\$ 5,739	\$ 68,844

# BID FORM PRICING

BID NO. 230073-B-AS

## GROUNDS MAINTENANCE SERVICES

Year Three (3)

Item No.	Location	Monthly	Annual
1	Richard Ervin Park	\$ 364	\$ 4,368
2	Highland Nature Preserve	\$ 624	\$ 7,488
3	Grandview Drive	\$ 181	\$ 2,172
4	Public Safety Building	\$ 676	\$ 8,112
5	Tarpon Rec/Community Center	\$ 468	\$ 5,616
6	Chesapeake Park	\$ 156	\$ 1,872
7	Tarpon Public Library	\$ 468	\$ 5,616
8	Safford House Museum	\$ 312	\$ 3,744
9	Cops & Kids	\$ 208	\$ 2,496
10	Melon St. Right of Way	\$ 156	\$ 1,872
11	South Disston Right of Way	\$ 780	\$ 9,360
12	Live Oak Right of Way	\$ 364	\$ 4,368
13	Whitcomb Bayou Right of Way	\$ 676	\$ 8,112
14	Riverside Bayou Right of Way	\$ 416	\$ 4,992
15	Cycadia Cemetery - See 3.5.1.1 and Below:	\$ 4,330	\$ 51,960
	*Cycadia Cemetery work shall be performed on an as needed seasonal basis. The Cemetery covers 30 acres and has approximately 8,000 graves.		
16	Hourly Rates for Additional Landscape Work	Hourly Rate	\$ 47.00
17	Hourly Rate for Additional Mowing	Hourly Rate	\$ 44.00
18	Hourly Rate for Additional Edging and Trimming	Hourly Rate	\$ 44.00
19	Hourly Rate for Additional Litter and Debris Pick Up	Hourly Rate	\$ 44.00
20	Hourly Rate for Irrigation System Inspection and Maintenance	Hourly Rate	\$ 66.00
21	Hourly Rate for Tree Pruning (Hardwoods and Palm Trees)	Hourly Rate	\$ 102.00
		Line 15 Total	Line 15 Total
	Estimated Total for Year 3	\$ 5,849	\$ 70,188

## BID NO. 230073-B-AS

### GROUND MAINTENANCE SERVICES

#### 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: Arrington Grounds Maintenance Inc.

Contact Name: Jonathan Otero

Address: 6553 46th St N Unit 903

Address: Pinellas Park

City: Pinellas Park

State: FL Zip: 33781

Telephone: 727-527-6441 Fax: \_\_\_\_\_

E-Mail Address: J.Otero@arringtongrounds.com Website: arringtongrounds.com

2. How long has your firm been in business? 30 years
3. How long has your firm provided these services? 30 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: 10 Part-time: 0
6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
<u>Maintenance</u>	<u>8</u>
<u>Landscaping</u>	<u>2</u>



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.?

Jonathan Otero - President  
L80 License FNC7LA - Hort Pro  
BMP Certification  
10 years

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

2 Dove tail Isuzu Trucks  
4 Scag V ride 62" Mowers  
Live Trimmers, Blowers, Edgers, ect.

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? yes If yes, please explain.

Lower bids

11. List at least five references you have provided similar services for in the past three years (Preferably government agencies).

Firm Name	Address	Contact Telephone	Person
<u>Baran Property Mgt.</u>	<u>6338 Rowan Rd</u> <u>Newport Richey</u>		
<u>Nancy Lucas</u>	<u>720 Brother creek Blvd</u> <u>oldsmar</u>	<u>727-203-3343</u>	
<u>Dane clark</u>		<u>813-433-2000</u>	<u>Donna Baran</u>
<u>Sea Towers</u>	<u>Duhme Rd. Madeira</u>	<u>727-560-1161</u>	

- 
- 
12. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

## DRUG FREE WORKPLACE FORM

### PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid 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 tied bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. 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.
  - b. Inform employees about the dangers of drug abuse in the workplace, the business's 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.
  - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM  
COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

VENDOR'S PRINTED NAME: Jonathan Otero

AUTHORIZED SIGNATURE: 

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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. <b>Arrington Grounds Maintenance, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	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) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another 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. <b>P.O. Box 41370</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>St. Petersburg, FL 33743</b>	
	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								
5	9	-	1	8	0	4	0	5 1

## 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 ► *Jenette OG*

Date ► *02/08/2023*

## 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](http://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)

2/9/2023

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  
Great Scott Insurance, Inc.  
12155 Metro Pkwy  
Suite 28A  
Fort Myers FL 33966

CONTACT  
NAME: Daniel Wall  
PHONE  
(A/C, No, Ext): 239-561-3400 FAX  
(A/C, No): 239-561-0496  
E-MAIL  
ADDRESS: dan@gssiinsurance.com

INSURED  
Arrington Grounds Maintenance, Inc.  
PO Box 41370  
St. Petersburg FL 33743

ARRIGRO-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIX Specialty Insurance Company	12833
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 1600034454

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BSZ-ML-20000156-05	11/10/2022	11/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EQUIPMENT FLOATER			BSZ-ML-20000156-05	11/10/2022	11/10/2023	INLAND MARINE LIMIT 72,390

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Exterminator

## CERTIFICATE HOLDER

## CANCELLATION

CLIENT COI FOR INFORMATIONAL PURPOSES ONLY  
\*\*\*\*\* ANY COIs TO BE ISSUED BY AGENT'S OFFICE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

Auto

DATE (MM/DD/YYYY)  
11/30/2022

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  
**State Farm**

Joanne Dauphin State Farm  
5444 Park Blvd, Suite 101  
Pinellas Park FL, 33781

CONTACT NAME: Joanne Dauphin

PHONE (A/C No. Ext): 727-256-9511

E-MAIL ADDRESS: joanne.dauphin.yc2u@statefarm.com

FAX (A/C No): 727-239-4566

## INSURER(S) AFFORDING COVERAGE

INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178

INSURER B: State Farm Florida Insurance Company

INSURER C: ☒

INSURER D: ☒

INSURER E: ☒

INSURER F: ☒

INSURED

ARRINGTON GROUNDS MAINTENANCE, INC  
6553 46TH ST N STE 903  
PINELLAS PARK, FL 33781

## 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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO			K84 2177-E04-59	11/4/2022	5/4/2023	EACH OCCURRENCE \$
	<input type="checkbox"/> OWNED AUTOS ONLY			K84 2176-E04-59	11/4/2022	5/4/2023	DAMAGE TO RENTED PREMISES (Per occurrence) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS			K84 2172-E04-59	11/4/2022	5/4/2023	MED EXP (Any one person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY			K84 2174-E04-59	11/4/2022	5/4/2023	PERSONAL & ADV INJURY \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$
	UMBRELLA LIAB						PRODUCTS - COMPROP AGG \$
	EXCESS LIAB						COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> OCCUR						BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident) \$ 1,000,000
	DED RETENTION \$						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI)						AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							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)

Other Auto Policy Numbers (all policies have the same coverage): K84 2171-E04-59, K84 2169-E04-59, K84 2170-E04-59, K83 7685-E04-59, K83 7686-E04-59, K83 7687-E04-59.

## CERTIFICATE HOLDER

Creative Management  
5510 River Rd, Suite 104  
New Port Richey, FL 34652

## CANCELLATION

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

*[Signature]*

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

1001485 132848.14 04-13-2022

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2023

**CERTIFICATE OF LIABILITY INSURANCE**

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.

DATE (MM/DD/YYYY)  
02/08/2023

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have a subrogation clause. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy(ies), the certificate holder must execute a subrogation waiver.

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**

Arthur J. Gallagher Risk Services for CoAdvantage  
Jeffrey Rendel  
250 Tequesta Drive  
Tequesta, FL 33418

CONTACT  
NAME:

PHONE  
(A/C, No, Ext): (866) 854-5423  
E-MAIL

FAX  
(A/C, No):

ADDRESS: coi@coadvantage.com

## INSURER(S) AFFORDING COVERAGE

INSURER A: American Zurich Insurance Company

NAIC #

INSURER B :

40142

INSURED BY:

INSURER F:

## INSURED

CoAdvantage Corporation Alt. Emp: Arrington Grounds Maintenance, Inc.  
101 Riverfront Blvd Suite 300  
Bradenton, FL 34205

## COVERAGES

**CERTIFICATE NUMBER:**22FL090959390

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.		CERTIFICATE NUMBER: 22FL090959390	INSURER F:	REVISION NUMBER:
TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF	POLICY EXPIR

[illegible]

**CERTIFICATE HOLDER**

Arrington Grounds Maintenance, Inc.  
3511 Boca Ciega Dr  
North St. Petersburg, FL 33710

**CANCELLATION**

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

Florida Profit Corporation

ARRINGTON GROUNDS MAINTENANCE, INC.

### Filing Information

**Document Number** 557189  
**FEI/EIN Number** 59-1804051  
**Date Filed** 01/12/1978  
**State** FL  
**Status** ACTIVE

### Principal Address

6553 46 Street N  
Pinellas Park, FL 33781

Changed: 02/08/2018

### Mailing Address

PO BOX 41370  
ST. PETERSBURG, FL 33743

Changed: 04/28/2017

### Registered Agent Name & Address

DEINS, DOUGLAS A  
3511 Boca Ciega Dr N  
ST. PETERSBURG, FL 33710

Name Changed: 01/07/2009

Address Changed: 02/08/2018

### Officer/Director Detail

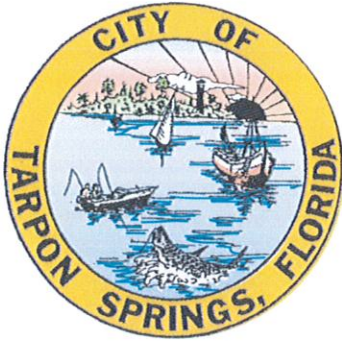
#### **Name & Address**

Title STD

DEINS, DIANNA M  
3511 Boca Ciega Dr. N  
ST. PETERSBURG, FL 33710

Title PD

BID PROPOSAL TABULATION/CITY OF TARPON SPRINGS <b>Note: This is a preliminary summary. THIS IS NOT AN AWARD</b>		OPENED: Feb. 16, 2023 @ 3:00 PM		<b>BID TITLE: Grounds Maintenance Services</b> <b>BID No. 230073-B-AS</b>		READ BY: Anela Saday	
				ADVERTISED: NA		TABBED BY: Anela Saday	
						DEPT: Public Works - Parks	
ITEM/ QUANTITY	DESCRIPTION BIDDER>>>	Arrington Grounds Maintenance, Inc.		Cut-Ups Lawn Service, Inc.		Greco International Corp.	
		Monthly Total	Annual Total	Monthly Total	Annual Total	Monthly Total	Annual Total
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 1	\$5,625.00	\$67,500.00	\$56,600.00	\$679,200.00	\$28,185.00	\$338,220.00
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 2	\$5,739.00	\$68,844.00	\$56,600.00	\$679,200.00	\$28,185.00	\$338,220.00
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 3	\$5,849.00	\$70,188.00	\$56,600.00	\$679,200.00	\$28,185.00	\$338,220.00
<b>Total Net Bid Price</b>		<b>\$206,532.00</b>		<b>\$2,037,600.00</b>		<b>\$1,014,660.00</b>	
ITEM/ QUANTITY	DESCRIPTION BIDDER>>>	Lawns Today, LLC		Pine Lake Nursery & Landscape		RedTree Landscape Systems	
		Monthly Total	Annual Total	Monthly Total	Annual Total	Monthly Total	Annual Total
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 1	\$15,710.00	\$188,520.00	\$19,886.50	\$238,638.00	\$16,575.00	\$198,900.00
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 2	\$15,710.00	\$188,520.00	\$19,886.50	\$238,638.00	\$17,403.75	\$208,845.00
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 3	\$15,710.00	\$188,520.00	\$19,886.50	\$238,638.00	\$18,273.94	\$219,287.25
<b>Total Net Bid Price</b>		<b>\$565,560.00</b>		<b>\$715,914.00</b>		<b>\$627,032.25</b>	
ITEM/ QUANTITY	DESCRIPTION BIDDER>>>	Yardnique d/b/a Trimac Outdoor					
		Monthly Total	Annual Total	Monthly Total	Annual Total	Monthly Total	Annual Total
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 1	\$18,540.00	\$222,480.00				
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 2	\$18,540.00	\$222,480.00				
1 Lump Sum	Grounds Maintenance for Various City Locations YR: 3	\$18,540.00	\$222,480.00				
<b>Total Net Bid Price</b>		<b>\$667,440.00</b>					



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

---

### 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:** 03/14/2023  
**SUBJECT:** Award File No. 230114-N-AS, Single Source Purchase of Myers Pumps & Repair Parts

---

### RECOMMENDATION:

Award File No. 230114-N-AS, Single Source Purchase of Myers Pumps & Repair Parts to Custom Pump & Controls, Inc., in an estimated amount not to exceed amount of \$85,000, for a one (1) year period from the date of award, for the Public Services Department - Utilities Maintenance Division and Wastewater Treatment Facility (WWTF). Purchase Orders will only be issued against approved budgets.

### BACKGROUND:

The City currently maintains sixty (60) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain redundancy of service for the City. These pumps are critical to maintain flow to the WWTF. To maintain a minimum number of repair parts and pump inventory, staff has standardized to Myers/Pentair pumps and wastewater pumping applications. Items are ordered on an as needed basis (see attached memo). Custom Pump & Controls, Inc., is the sole authorized representative for the municipal market within the State of Florida.

**FUNDING:** 402-4604-536-4600/63 Sewage Lift Stations  
402-4603-536-4600/63 Sewage Treatment

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

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





## Public Services Department

### Memorandum

**Date:** March 14, 2023  
**To:** Janina Lewis, Procurement Director  
**Through:** Paul Smith, Public Services Director *PS*  
**From:** Raymond Page, Utilities Superintendent  
Scott Labrier, Utilities Maintenance Supervisor  
**Subject:** Authorize Single Source Purchases through Custom Pump & Controls, Inc., for Myers Pumps, Mounting Adapters, and Repair Parts

#### Recommendation

Authorize single-source purchases through Custom Pump & Controls, Inc., for Myers Pumps, mounting adapters, and repair parts in an estimated amount not to exceed \$85,000 for Public Services Department Utilities Divisions.

#### Background

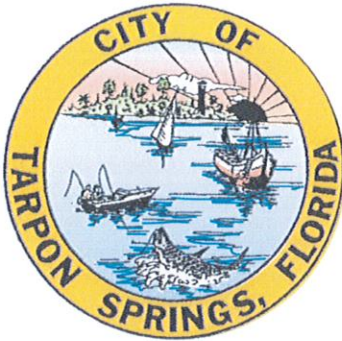
The City currently maintains sixty (60) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain wastewater service for the City. These pumps are a crucial element to maintain flow to the Advanced Wastewater Treatment Facility (AWWTF). Additionally, the AWWTF utilizes similar pumping equipment for transferring wastewater through its treatment processes. Custom Pump & Controls, Inc. is the sole authorized representative for Myers' pumps for the City's municipal market within the State of Florida.

In order to maintain a minimum number of repair parts and pump inventory, staff has standardized to Myers/ Pentair pumps and systems for lift station and wastewater pumping applications. The utility maintains an inventory of critical spares, and when pumps can no longer be economically rebuilt or repaired, they are replaced from inventory. Purchases of new pumps occur to replace stored pumps placed into service, and to maintain critical spares inventory to ensure reliability of service. Over the last year, pump purchases from Custom Pumps & Controls totaled \$76,000 and was focused on replacement pumps for lift stations and parts for as-needed repairs. Current purchase plans for this authorization include \$20,000 for the scheduled replacement of two pumps in the sand filter units at the AWWTF, with the balance dedicated to lift station pump replacement and parts. The most recent spending authorization was \$85,000 and no increase is requested for the next annual authorization.

### **Funding**

Funds for this equipment are budgeted in the water and sewer enterprise fund, from accounts Sewage Treatment 402-4603-536 and Lift Stations 402-4604-536.

lll  
3-4-83



# 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, NIGP-CPP, Senior Procurement Analyst *AS*  
**DATE:** 03/14/2023  
**SUBJECT:** Award File No. 230116-N-AS, Single Source Purchases of Flowserve and Pleuger Pumps, Parts, and Repair Services

---

### RECOMMENDATION:

Award File No. 230116-N-AS, Single Source Purchases of Flowserve and Pleuger Pumps, Parts, and Repair Services, to Carter & Verplanck, LLC, a DXP Company, effective from the date of award for a one (1) year period, in an estimated annual amount not to exceed \$110,000.00, for the Public Services Department - Reverse Osmosis Water Treatment (ROWTF) and Wastewater Treatment Facilities (WWTF). Purchase Orders will only be issued against approved budgets.

### BACKGROUND:

The purpose of this contract is to provide as needed Flowserve and Pleuger pumps, motors, parts, and accessories. The ROWTF, WWTF, and Reclaimed Water System standardized to Flowserve and Pleuger pumps which are essential to daily operations (see attached memo). Flowserve Corporation owns several pump manufacturers, including Flowserve and Pleuger Pumps. This includes the sale of new units, and After-Market sales, e.g., parts, repairs, revamps, rebuilds, and service. Carter & Verplanck, LLC, a DXP Company, is the sole and exclusive representative for Flowserve Corporation within the State of Florida.

<b>FUNDING:</b>	402-4305-536.4600/5200	RO Water Treatment Facility
	402-4603-536.5200/4600	Wastewater Treatment Facility

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

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



Paul Smith  
Public Services Director

## Public Services Department

### Memorandum

**Date:** March 14, 2023  
**To:** Janina Lewis, Procurement Services Director  
**Through:** Paul Smith, Public Services Director *PS*  
R. Thomas Kiger, Public Services Assistant Director  
**From:** Raymond Page, Utilities Superintendent  
**Subject:** Authorize Contract Parts and Services from Carter & VerPlanck, Inc. (C & V) for Water and Wastewater Treatment Operations

#### Recommendation

Authorize contract pump and motor parts (to include Flowserve and Pleuger) and services from Carter & VerPlanck, Inc. (C & V) for the RO Facility, Wastewater Treatment Facility, and Reclaimed Water System. Authorize purchases in the annual amount not-to-exceed \$110,000.00.

#### Background

The RO Facility, Wastewater Treatment Facility, and Reclaimed Water System use Flowserve and Pleuger pumps and motors that are essential to operation. C & V is the sole distributor and after-market provider for new equipment, parts, repairs, revamps, rebuild and service of the Flowserve pumps and motors. The single source letter is on file with Procurement services.

Typical annual expenses for this equipment have ranged from \$60,000 to over \$200,000 annually and varies from year to year with maintenance or replacement needs. Anticipated expenses during the upcoming year include the following items:

- High Service Pump Mechanical Seals (*est. \$40,000*)
- Production Well Pump and Motor (*est. \$50,000*)
- Qualified Predictive Maintenance/Equipment Evaluation (*\$20,000*)

#### Funding

Funds have been budgeted in the water and sewer enterprise fund, in RO Water Facility accounts 402-4305-536.4600 and 402-4305-536.5200, as well as Wastewater Treatment Facility accounts 402-4603-536.4600 and 402-4603-536.5200.



15<sup>th</sup> of February, 2023

City of Tarpon Springs

Re: Flowserve Pump Company  
Water Resources Market

Please be advised that Carter & Verplanck, a DXP company, is the sole and exclusive representative for Flowserve Pump Division (formerly Ingersoll-Dresser Pump Company) products in the Water and Wastewater Resources market.

These product lines include heritage brand names such as ACEC™ Centrifugal Pumps, Aldrich® Pumps, Byron Jackson® Pumps, Cameron® Pumps, Durco® Pumps, Flowserve® Pumps, IDP® Pumps, Jeumont-Schneider™ Pumps, Pacific® Pumps, Pleuger® Pumps, Scienco® Pumps, Sier-Bath® Rotary Pumps, TKL™ Pumps, United® Centrifugal Pumps, Western Land Roller® Irrigation Pumps, Wilson-Snyder® Pumps, Worthington® Pumps and Worthington Simpson® Pumps.

This agreement also includes the sale of new units as well as After-Market sales such as parts, repairs, revamps, rebuilds, and service.

Please be advised that the Flowserve Corporation owns all of the above named pump manufacturers, and has incorporated them under the name Flowserve Pump Division.

The geographical areas of responsibility for Carter & Verplanck, a DXP Company, are the states of Florida, Georgia and Tennessee.

Mr. Ken Walker is the principal of record at Carter & Verplanck, a DXP Company.

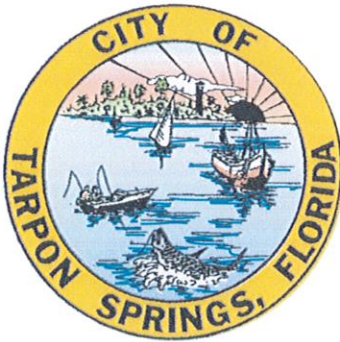
Very truly yours,

*Sam Moore*

Manager - Customer Service  
Flowserve - Taneytown, MD

cc: sdonovan@cviwater.com





# 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:** 03/14/2023  
**SUBJECT:** Award File No. 230117-N-AS, Single Source Purchase of Centrifuge Decanter Original Equipment Manufacturer (OEM) Parts and Services

---

### RECOMMENDATION:

Award File No. 230117-N-AS, Single Source Purchase of Centrifuge Decanter OEM Parts and Services to Ferrum Process Systems Inc. in an estimated amount not to exceed \$75,000, from March 25, 2023 through March 24, 2024, for the Public Services Department - Wastewater Treatment Facility (WWTF).

### BACKGROUND:

WWTF currently uses Hiller dewatering centrifuge systems to dewater and process wastewater biosolids for disposal. The two dewatering centrifuges and Polyblend systems are critical equipment that process and remove water from biosolids following the wastewater treatment process. The purpose of this contract is to provide equipment to remove water from biosolids following the wastewater treatment process. These proprietary centrifuges run at a high rate per minute (rpms) and continuously encounter wastewater biosolids. The equipment requires periodic service to maintain and replace worn parts. Approval of this contract will ensure the City has the spare OEM parts and services available to minimize premature failures and process downtime, and costs associated with emergency repairs. Ferrum Process Systems Inc. is the current authorized dealer for OEM parts and services which allows for wastewater bio-solids dewatering system to be serviced and repaired by factory trained personnel (see attached memo).

### FUNDING:

402-4603-536-4600/5200/6300 Wastewater Treatment Facility

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



Paul Smith  
Public Services Director

## Public Services Department

### Memorandum

**Date:** February 14, 2023  
**To:** Janina Lewis, Procurement Services Director  
**Through:** Paul Smith, Public Services Director  
**From:** Thomas Kiger, Public Services Assistant Director  
Raymond Page, Utilities Superintendent  
Robert Marcincuk, Wastewater Treatment Facility Chief Operator

PS

**Subject:** Authorize As-needed Single Source Purchases for Replacement Parts and Services from Ferrum Process Systems Inc. for the Advanced Wastewater Treatment Facility

### Recommendation

Authorize as-needed single source purchases for replacement equipment, parts, supplies, and services from Ferrum Process Systems Inc. for the wastewater treatment facility in an estimated amount not to exceed \$75,000.

### Background

The City of Tarpon Springs Advanced Wastewater Treatment Facility currently utilizes Hiller dewatering centrifuge systems to dewater and process wastewater biosolids for disposal. The two dewatering centrifuges and Polyblend systems are critical equipment that process and remove water from biosolids following the wastewater treatment process. This equipment prepares the wastewater solids for offsite hauling and is a vital part of our treatment system. The high-performance dewatering capability of the centrifuges results in substantial savings to hauling costs. This proprietary equipment operates at high rpms and continuously encounters wastewater biosolids. As a result, the equipment requires periodic service to maintain and replace worn parts. The current OEM vendor for this equipment is Ferrum Process Systems Inc.

This authorization will ensure that the city has the spare OEM parts and services available for this equipment in an effort minimize process downtime and costs associated with emergency repairs. During the next year, one of the dewatering centrifuges is due for routine OEM maintenance during at an estimated cost of \$60,000. Additionally, the City has averaged \$13,500 in annual expenses for as-needed parts and service over the last four years. This authorization will include the scheduled maintenance of the centrifuges by the OEM vendor as well as parts and service for periodic repairs to maintain ongoing dewatering operations.

**Funding**

Funds are available in budgeted treatment repair & maintenance, operating supplies, and capital improvements accounts, which are 402-4603-536-46.00, 402-4603-536-52.00, and 402-4603-536.63.00 respectively.



Ferrum Process Systems, Inc.  
2125 Center Avenue  
Suite 507  
Fort Lee, NJ 07024  
512-556-5707  
[www.hiller-us.com](http://www.hiller-us.com)

February 15, 2023

Wastewater Plant Chief Operator  
City of Tarpon Springs AWWTF  
201 East Pine St.  
Tarpon Springs, FL 34689  
Attn: Robert Marcincuk

Ref: Service / Maintenance Requirements – Hiller Centrifuges – Serial Nos. JS0126 and JS0184

To Whom It May Concern:

The centrifuge units DP45-422 (#JS0126 and #JS0184) were originally manufactured by Hiller GmbH (Germany). Ferrum Process Systems Inc is the sole authorized company to sell, distribute and service Hiller manufactured equipment within the USA. All parts are original Hiller components and supplied according to the documentation and quality requirements.

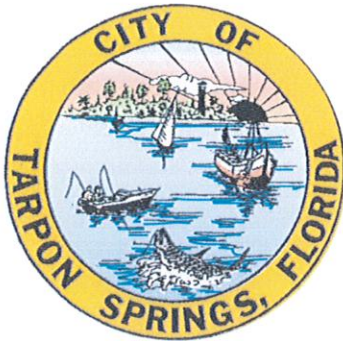
As in the past, all quoted Hiller parts will be offered at a 10% discount off the standard list price.

In order to maintain optimum performance and minimize maintenance costs, it is recommended that any service or maintenance of your centrifuge be conducted solely by a Hiller Certified Technician.

Regards,

*Sheilah Pickel*

Sheilah Pickel  
Parts/Service Coordinator  
Ferrum Process Systems Inc.  
512-556-5707  
[sheilah.pickel@hiller-us.com](mailto:sheilah.pickel@hiller-us.com)



# 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:** 03/14/2022

**SUBJECT:** Award File No. 230128-N-PH, Single Source Purchase of Ford Original Equipment Manufacturer (OEM) Automotive Parts and Services

---

### RECOMMENDATION:

Award File No. 230128-N-PH, Single Source Purchase of Ford OEM Automotive Parts and Services to Karl Flammer Ford for the period April 1, 2023 through March 31, 2024 in an estimated annual amount of \$85,000.00. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

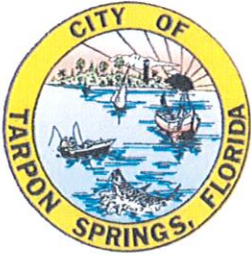
The purpose of this contract is to provide Ford OEM parts and services for city cars, vans, SUVs and light trucks (under F550). Karl Flammer Ford is the local authorized Ford parts and service dealer (see attached memo).

### FUNDING:

Funding will be identified as parts and services are needed.

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







# *City of Tarpon Springs, Florida*

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

---

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Direction 

From: Michael Vecchione, Fleet Manager 

Date: February 27, 2023

Re: Award Renewal Contract to Karl Flammer Ford for (OEM), Parts, Supplies & Services

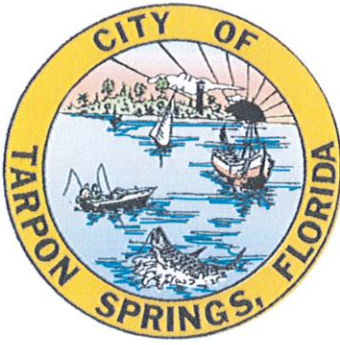
---

**Recommend:**

We recommend renewing Contract File No. File No. 220098-N-JL, for (OEM), Parts, Supplies & Services to Karl Flammer Ford, for the period of April 1, 2023 through March 31, 2024, in the amount of \$85,000.

**Background:**

Karl Flammer Ford dealership is key in keeping our vehicles on the road due to the vast majority vehicle types that they service. With their shops being so closely located to our facility, contributes to a fast turnaround time. This renewal will help us continue to keep our vehicles on the road, as well as being safe and operational.



# 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, NIGP-CPP, Senior Procurement Analyst *AS*  
**DATE:** 03/14/2023  
**SUBJECT:** Award File No. 230138-N-AS, Single Source Purchase of Lift Station Supervisory Control & Data Acquisition (SCADA) System

---

### RECOMMENDATION:

Award File No. 230138-N-AS, Single Source Purchase of Lift Station Supervisory Control & Data Acquisition (SCADA) system to Data Flow Systems, Inc., in the estimated annual amount of \$60,000.00, for the period of March 21, 2023 through March 20, 2024, for the Public Services Department - Utilities Maintenance Division.

### BACKGROUND:

On July 25, 2005, the Board selected, on a competitive basis (RFP 050013), Data Flow Systems, Inc. (DFS), to provide and install a SCADA communications system at several remote lift stations citywide. The City currently maintains 52 monitoring systems that utilize DFS equipment to remotely monitor and control sewer lift stations, five (5) potable water wells, four (4) recreational park light control systems, and the City Splash Park. The SCADA system provides the City with a secure connection and control of the sanitary sewer transmission system and water production wells, including immediate notification in an emergency event (see attached memo). The purpose of this contract is to provide ongoing remote data monitoring, communication equipment, and installation services for the City's SCADA system. DFS is the manufacturer and sole provider of the system and associated software.

**FUNDING:** 402-4604-536-4600/6300 – Utilities Maintenance Lift Stations  
402-4302-536-4600/6300 - Water Wells

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

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



Paul Smith  
Public Services Director

## Public Services Department

### Memorandum

**Date:** March 6, 2023  
**To:** Janina Lewis, Procurement Services Director  
**Through:** Paul Smith, Public Services Director *PS*  
**From:** Ray Page, Utilities Superintendent  
Scott LaBrier, Utilities Maintenance Supervisor  
**Subject:** Authorize a single source purchase for Data Flow Systems Inc. (DFS) to purchase equipment for the City's Supervisory Control and Data Acquisition (SCADA) System

#### Recommendation

Authorize the use of Data Flow Systems Inc. (DFS) as a single source provider for an annual not-to-exceed amount of \$60,000 to provide remote data monitoring, communication equipment, and installation services.

#### Background

The City currently has fifty-two (52) monitoring systems in service that utilize DFS equipment to monitor sewage lift stations, five (5) potable water wells, four (4) recreational park light control systems, and the City Splash Park. This SCADA system allows staff to monitor and control these facilities remotely, which ensures reliability and compliance with the Department of Environmental Protection for Utilities applications.

A competitive RFP process yielded DFS as the most cost-effective and qualified company that holds the copyright to the proprietary software and hardware. This system provides the City with a secure connection control of the sanitary sewer transmission system and water production wells, including immediate staff notification in the event of an emergency. The system provides the quickest response possible to prevent a sewage overflow and associated water quality concerns.

Expenses for equipment and services by this vendor have ranged from \$40,000 to \$57,000 annually. Projected expenses include planned communication upgrades for four wastewater lift stations replacement, and telemetry and communications parts for as-needed maintenance.

#### Funding

Funds have been budgeted in the water and sewer enterprise fund in Water Supply/Well Systems account 402-4302-4600/6300 and Sewage Lift Stations account 402-4604-536-4600/6300.

*11-3-23*



*Data Flow Systems*

---

March 6, 2023

Mr. Scott Labrier  
City of Tarpon Springs  
Email: slabrier@ctsfl.us

RE: TAC II SCADA System  
Sole Source Status

Dear Mr. Labrier,

Please consider this document official confirmation that Data Flow Systems, Inc. (DFS), of Melbourne, Florida, is the sole source provider for the TAC II SCADA System and associated Remote Terminal Units (RTUs), Telemetry Control Units (TCUs), TAC Pack TCU RTUs, Hyper SCADA Servers (HSS), and DFS HTX SCADA Software as currently utilized by the City of Tarpon Springs. DFS is also the sole source provider for all associated repairs, service and training.

DFS is responsible for the design, manufacture, and service of the entire TAC II SCADA System product line. There are no other manufacturers, dealers, distributors or service organizations that offer these products and associated services in the State of Florida. The TAC II SCADA System is Made in the USA.

Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,

*Maria Herbert*

Maria Herbert  
Sales Administrator  
Data Flow Systems, Inc.



## CITY OF TARPON SPRINGS, FLORIDA

### Tarpon Springs Public Library

138 East Lemon Street  
Tarpon Springs, FL 34689  
(727) 943-4922  
tarponlibrary.org

---

#### MEMORANDUM

---

**TO:** HONORABLE MAYOR AND BOARD OF COMMISSIONERS  
**THROUGH:** MARK LECOURIS, CITY MANAGER  
**FROM:** CARI RUPKALVIS, LIBRARY DIRECTOR *CR*  
DIANE WOOD, CULTURAL & CIVIC SERVICES DIRECTOR *DW*  
**SUBJECT:** LETTER OF SUPPORT FOR PUBLIC LIBRARY CONSTRUCTION GRANT FUNDING  
**DATE:** 3/8/2023

---

#### RECOMMENDATION:

It is recommended that the Board send a letter of support for Public Library Construction Grant funding to Florida Senator Ed Hooper and Florida Representative Adam Anderson.

#### BACKGROUND:

The City of Tarpon Springs submitted a rollover application for Public Library Construction Grant funding for the Tarpon Springs Public Library following Commission approval by Resolution 2022-27, which was unanimously passed at the BOC meeting on July 26, 2022. The Florida Department of State Division of Library and Information Services developed a ranked list of construction projects for review during the 2023 legislative session. On this list, Tarpon Library's construction project was ranked 9 out of 19 Public Library Construction Grant Applications for the State's Fiscal Year 2023-24. These applications are subject to funding recommendations by the Florida Legislature and approval by the Governor.



March 14, 2023

Representative Adam Anderson  
1301 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300

Dear Representative Anderson:

The City of Tarpon Springs Board of Commissioners urges you to support Public Library Construction Grant funding for Fiscal Year 2023-24. The City of Tarpon Springs has applied for a Public Library Construction Grant of \$500,000 for remodeling and expansion of the Tarpon Springs Public Library. The City will provide matching funds of \$500,000 for this project.

This grant funding for the City of Tarpon Springs would greatly benefit our residents by promoting lifelong learning, literacy, connection, and collaboration. The Tarpon Library construction project features numerous enhancements including interactive makerspaces, new study rooms, additional meeting space, and special reading areas.

Please help make a difference in our community by supporting this Public Library Construction Grant funding. The State's FY23-24 ranked list of Public Library Construction Grant projects is attached.

Sincerely,

Mayor Costa Vatikiotis

March 14, 2023

Senator Ed Hooper  
408 Senate Building  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Dear Senator Hooper:

The City of Tarpon Springs Board of Commissioners urges you to support Public Library Construction Grant funding for Fiscal Year 2023-24. The City of Tarpon Springs has applied for a Public Library Construction Grant of \$500,000 for remodeling and expansion of the Tarpon Springs Public Library. The City will provide matching funds of \$500,000 for this project.

This grant funding for the City of Tarpon Springs would greatly benefit our residents by promoting lifelong learning, literacy, connection, and collaboration. The Tarpon Library construction project features numerous enhancements including interactive makerspaces, new study rooms, additional meeting space, and special reading areas.

Please help make a difference in our community by supporting this Public Library Construction Grant funding. The State's FY23-24 ranked list of Public Library Construction Grant projects is attached.

Sincerely,

Mayor Costa Vatikiotis

**Florida Department of State**  
**Division of Library and Information Services**  
**Fiscal Year 2023-24 Public Library Construction Grant Applications**

The following ranked list of construction projects is intended for review during the 2023 legislative session. Applications are subject to funding recommendations by the legislature and approval by the governor.

<b>Rank</b>	<b>Applicant <i>Project Name</i></b>	<b>FY 2023-24 Eligibility</b>	<b>Project Total</b>
<b>1</b>	<b>Flagler County</b> <i>Bunnell Library and Administrative Headquarters</i>	<b>\$500,000</b>	<b>\$11,000,000</b>
<b>2</b>	<b>City of Oakland Park</b> <i>Oakland Park Library</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
<b>3</b>	<b>Miami-Dade County</b> <i>Chuck Pezoldt Branch Library</i>	<b>\$500,000</b>	<b>\$3,500,000</b>
<b>4</b>	<b>Leon County</b> <i>Leon County Main Library</i>	<b>\$400,000</b>	<b>\$800,000</b>
<b>5</b>	<b>Putnam County*</b> † <i>Melrose Branch Library Expansion</i>	<b>\$500,000</b>	<b>\$600,000</b>
<b>6</b>	<b>City of Lighthouse Point</b> <i>Lighthouse Point Library</i>	<b>\$500,000</b>	<b>\$1,100,000</b>
<b>7</b>	<b>City of Saint Petersburg</b> <i>Main Library Renovation</i>	<b>\$500,000</b>	<b>\$5,621,360</b>
<b>8</b>	<b>Saint Johns County</b> <i>Hastings Community Center and Library</i>	<b>\$500,000</b>	<b>\$9,973,500</b>
<b>9</b>	<b>City of Tarpon Springs</b> <i>Tarpon Springs Public Library</i>	<b>\$500,000</b>	<b>\$1,000,000</b>
<b>10</b>	<b>City of Safety Harbor</b> <i>Safety Harbor Public Library Second Story</i>	<b>\$500,000</b>	<b>\$2,600,000</b>
<b>11</b>	<b>Madison County*</b> † <i>Greenville Public Library</i>	<b>\$500,000</b>	<b>\$500,000</b>
<b>12</b>	<b>City of Pinellas Park</b> <i>Barbara S. Ponce Public Library</i>	<b>\$500,000</b>	<b>\$2,300,000</b>
<b>13</b>	<b>Suwannee County*</b> † <i>Branford Public Library</i>	<b>\$500,000</b>	<b>\$565,000</b>
<b>14</b>	<b>Miami-Dade County</b> <i>South Dade Regional Library Renovation Program</i>	<b>\$500,000</b>	<b>\$1,500,000</b>
<b>15</b>	<b>Miami-Dade County</b> <i>Miami Lakes Public Library Expansion Grant</i>	<b>\$500,000</b>	<b>\$1,200,000</b>
<b>16</b>	<b>Miami-Dade County</b> <i>Coconut Grove Branch Library</i>	<b>\$300,000</b>	<b>\$600,000</b>
<b>17</b>	<b>Miami-Dade County</b> <i>Westchester Regional Library</i>	<b>\$500,000</b>	<b>\$2,500,000</b>
<b>18</b>	<b>Miami-Dade County</b> <i>Key Biscayne Library Expansion Project</i>	<b>\$500,000</b>	<b>\$8,360,000</b>
<b>19</b>	<b>Miami-Dade County</b> <i>Lemon City Library Construction Grant</i>	<b>\$300,000</b>	<b>\$600,000</b>
	<b>TOTAL</b>	<b>\$9,000,000</b>	<b>\$55,319,860</b>

\* Applicants marked with an asterisk are located in a rural area of opportunity.

† Putnam County, Madison County and Suwannee County received a waiver of the program's matching requirement as allowed under Sections 257.191 and 288.06561, *Florida Statutes*.



# 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:** 03/14/2023  
**SUBJECT:** Update and Approve Renewal, File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

---

### RECOMMENDATION:

Update and Approve Renewal File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange, with N & Y Properties, LLC, for the period April 1, 2023, through December 1, 2023, in the remainder amount of the contract period not to exceed \$5,625.00.

### BACKGROUND:

On December 1, 2021, the Board awarded the agreement with N & Y Properties, LLC. On January 10, 2023, the Board agreed to renew the agreement period for 3 months, conditional on the upgrades/renovations of the restroom facility.

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

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

## Janina Lewis

---

**From:** Tom Funcheon  
**Sent:** Wednesday, March 8, 2023 1:46 PM  
**To:** Janina Lewis  
**Subject:** FW: Sponge exchange restrooms

FYI

Tom Funcheon  
Public Works Director  
324 E Pine st  
Tarpon Springs Fl, 34689  
727-942-5610

---

**From:** Patty Kokkinos <[patty@mjconstruction.net](mailto:patty@mjconstruction.net)>  
**Sent:** Wednesday, March 8, 2023 1:21 PM  
**To:** Tom Funcheon <[tfuncheon@ctsfl.us](mailto:tfuncheon@ctsfl.us)>  
**Subject:** RE: Sponge exchange restrooms

**External Email-** Use caution with links and attachments

Good Afternoon Mr, Tom the Bathrooms at the Sponge Exchange will be done remodeled by the end of June as you know we are in to the busy season, so we have to wait till that is over and that's usually the end of May we need 45 days to be completed . Thanks Patty Kokkinos.

---

**From:** Tom Funcheon <[tfuncheon@ctsfl.us](mailto:tfuncheon@ctsfl.us)>  
**Sent:** Friday, January 20, 2023 10:29 AM  
**To:** Patty Kokkinos <[patty@mjconstruction.net](mailto:patty@mjconstruction.net)>  
**Subject:** FW: Sponge exchange restrooms

I've not gotten answer to completion of restroom at exchange which could affect continuation of city's payments. Also the status of the dumpster corral behind exchange offices that block public access .

---

**From:** Tom Funcheon  
**Sent:** Wednesday, January 11, 2023 11:18 AM  
**To:** Patty Kokkinos <[patty@mjconstruction.net](mailto:patty@mjconstruction.net)>  
**Subject:** RE: Sponge exchange restrooms

Patty, The B.O.C. approved your contract with stipulation that upgrades to restrooms need to be completed and a completion date established . Should you need to close restrooms during construction payments will continue . I'll have to



make adjustments to contract as per B.O.C. but would like to discuss first . Call me when you have a moment .

Tom Funcheon  
Public Works Director  
P.O. Box 5004  
324 E Pine St  
Tarpon Springs 34689  
727-942-5610

---

**From:** Patty Kokkinos <[patty@mjconstruction.net](mailto:patty@mjconstruction.net)>  
**Sent:** Wednesday, December 07, 2022 9:41 AM  
**To:** Tom Funcheon <[tfuncheon@ctsfl.us](mailto:tfuncheon@ctsfl.us)>  
**Subject:** RE: Sponge exchange restrooms

**External Email-** Use caution with links and attachments

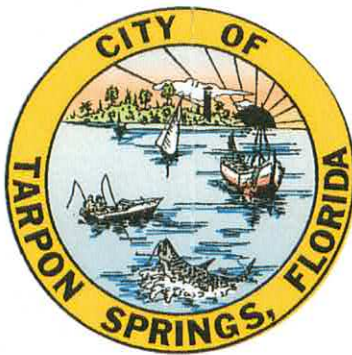
Hi Tom Thank you for the update were doing tile right now all the bathroom upgrades will happen after the tile is installed . it will be about mid March. Thanks

---

**From:** Tom Funcheon <[tfuncheon@ctsfl.us](mailto:tfuncheon@ctsfl.us)>  
**Sent:** Tuesday, December 06, 2022 12:00 PM  
**To:** Patty Kokkinos <[patty@mjconstruction.net](mailto:patty@mjconstruction.net)>  
**Cc:** Sherri Jacobs <[sjacobs@ctsfl.us](mailto:sjacobs@ctsfl.us)>  
**Subject:** Sponge exchange restrooms

Patty ,  
The city will be cutting you the prorated check for restrooms for dec. In January the yearly renewal will be presented to the B.O.C. for approval. As you have mentioned you plan on upgrading them . Do you know when that's scheduled so I can add it to my recommendation for approval ?

Tom Funcheon  
Public Works Director  
P.O. Box 5004  
324 E Pine St  
Tarpon Springs 34689  
727-942-5610



# 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 *gl*  
**DATE:** 01/10/2023  
**SUBJECT:** Recommend Review of Renewal, File No. 220001-Q-JL, Maintenance of Public Restrooms at the Sponge Exchange

---

### RECOMMENDATION:

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

### BACKGROUND:

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

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

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

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




**Public Works Department  
Office of the Director**

Tom Funcheon  
Public Works Director

---

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director 

Date: December 6, 2022

Subject: Sponge Exchange Restroom Inspection

---

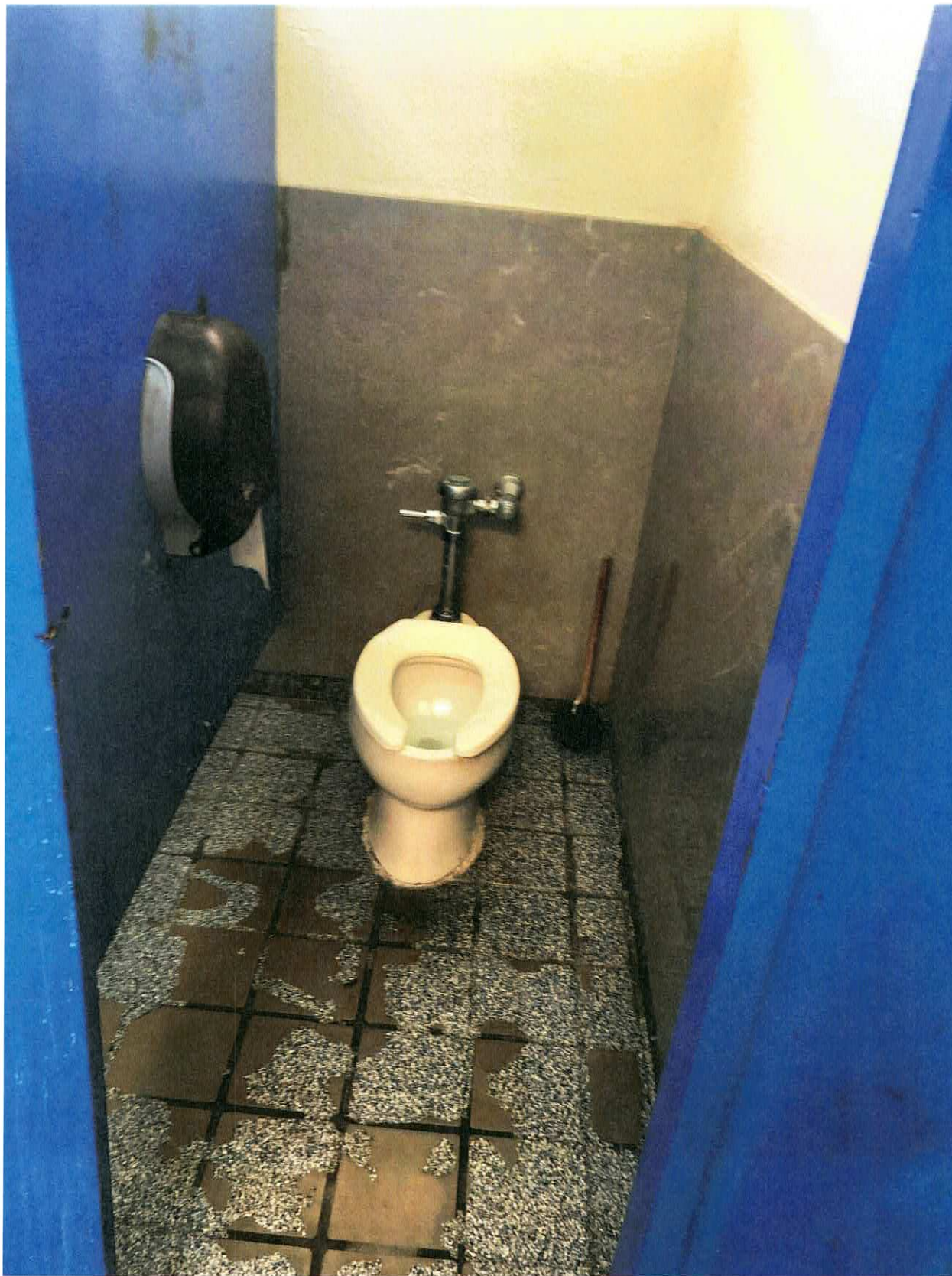
While the restrooms are in acceptable sanitary condition and well stocked, they are in need of repairs/replacement. We will continue our periodic inspections to ensure cleanliness.

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

Please see attached photos.

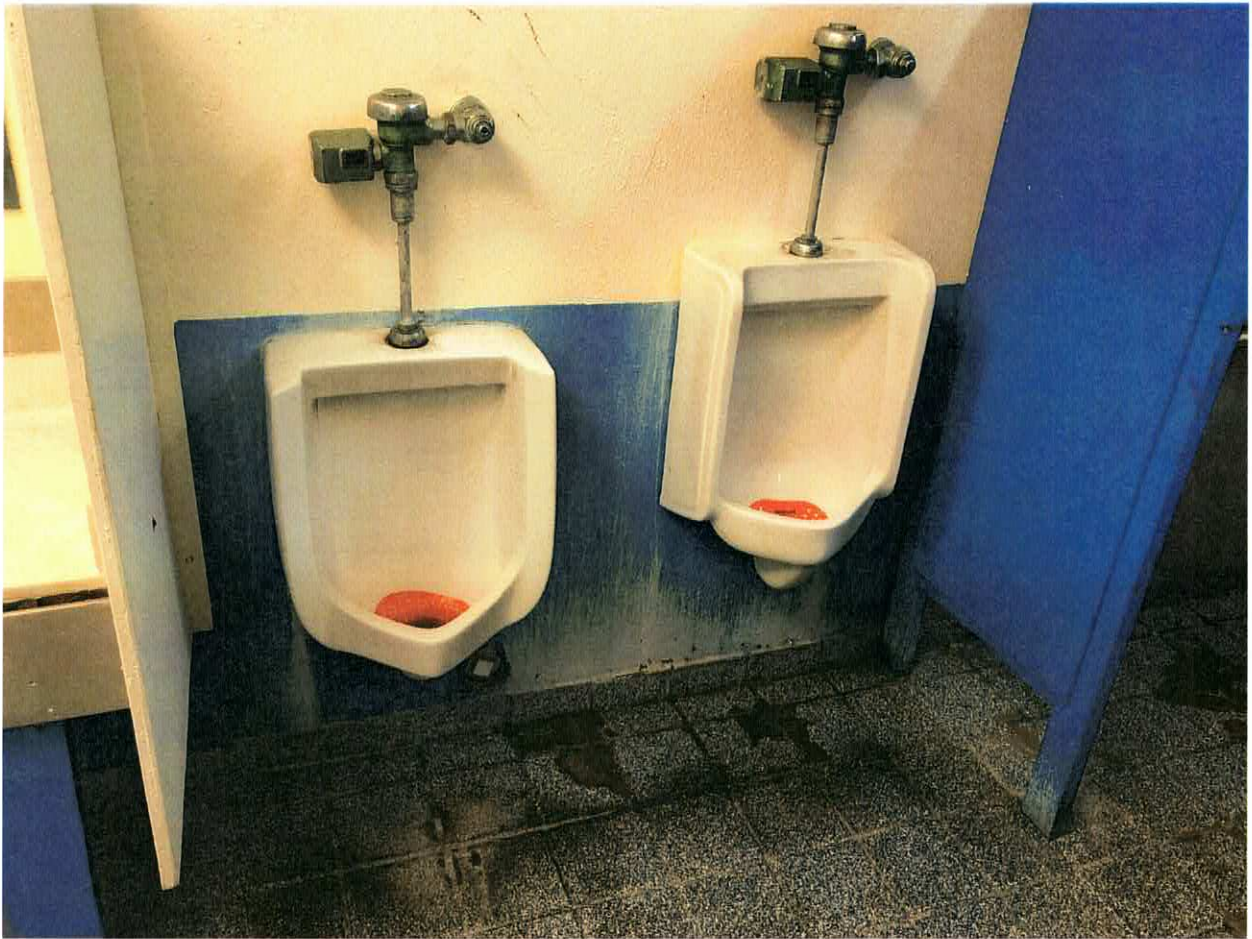


Men's Restroom





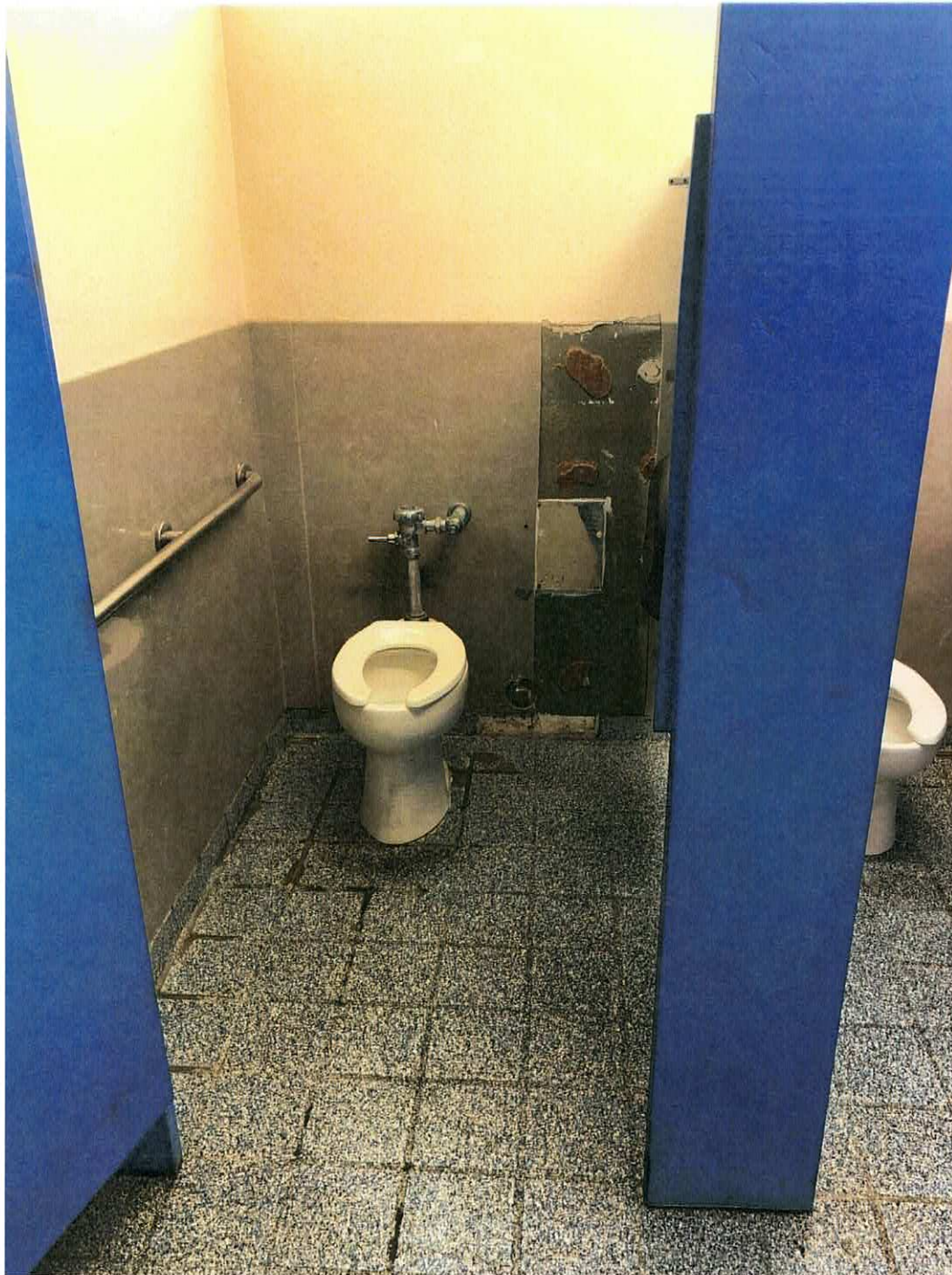




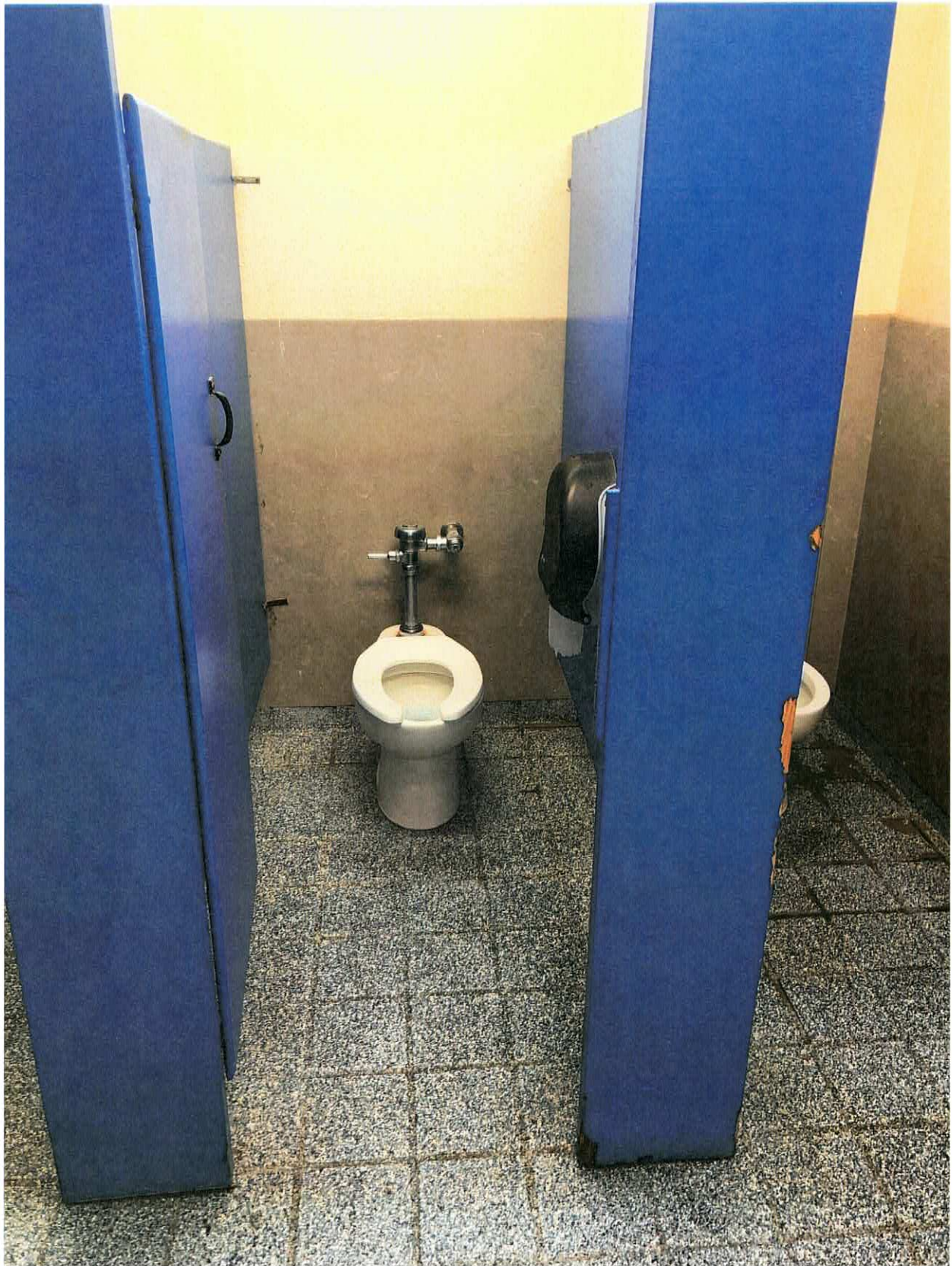
Women's Restroom



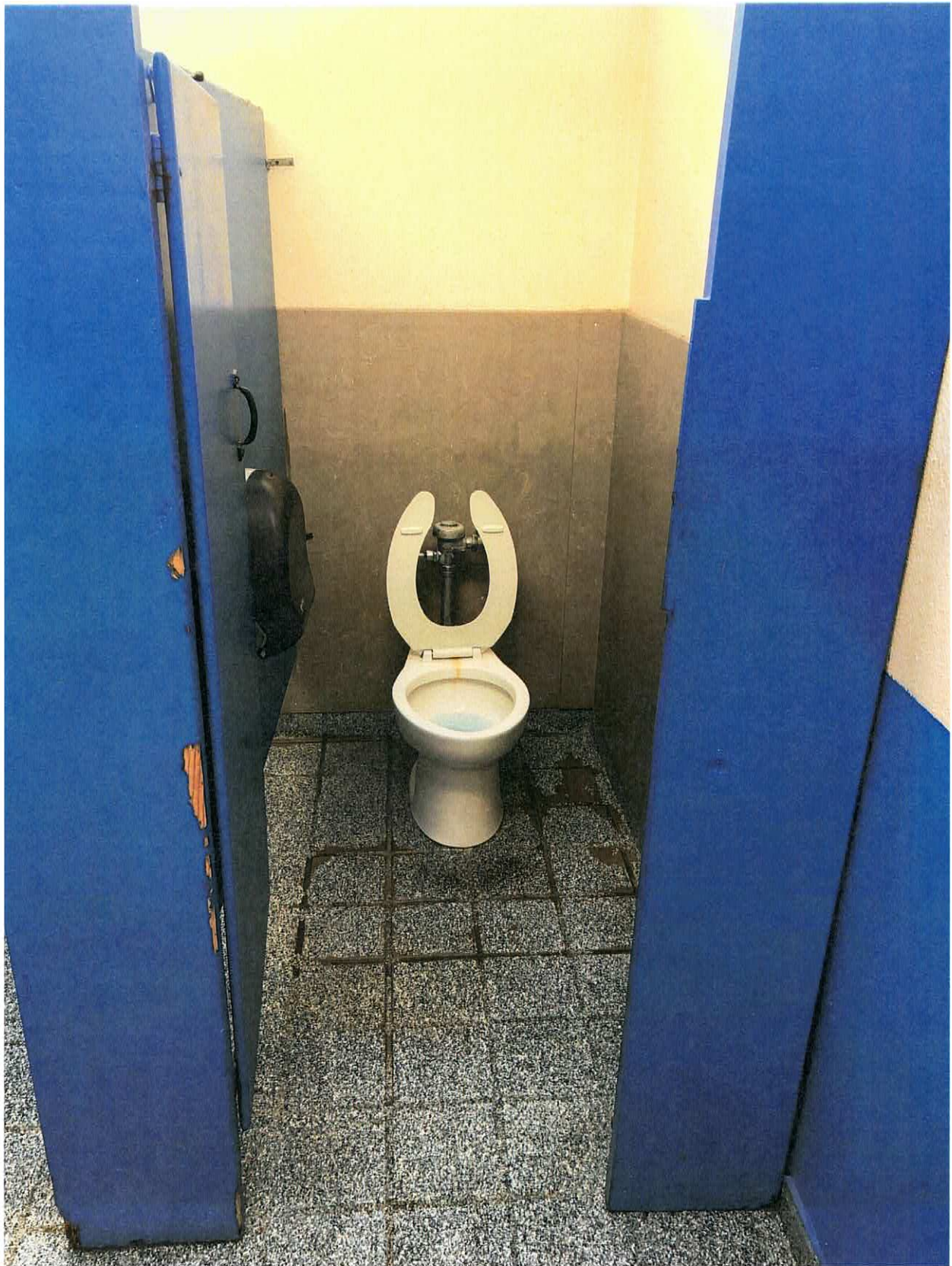














**AGREEMENT BETWEEN THE CITY OF TARPON SPRINGS AND  
N & Y PROPERTIES, LLC REGARDING MAINTENANCE OF THE  
PUBLIC BATHROOMS AT THE SPONGE EXCHANGE**

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

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

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

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

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

ATTEST:

**CITY OF TARPON SPRINGS**

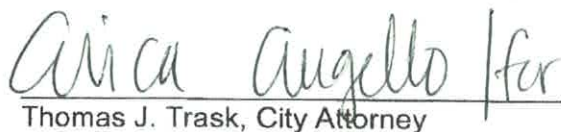
  
Irene S. Jacobs, City Clerk

By: 

Chris Alahouzos, Mayor

APPROVED AS TO FORM:

Dated: 12-7-2021

  
Thomas J. Trask, City Attorney

**N & Y PROPERTIES, LLC**

By:   
Patty Kokkinos, Manager

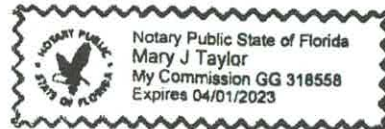
Dated: Dec-2-2021

STATE OF FLORIDA  
COUNTY OF PINELLAS

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

Mary J Taylor  
Notary Public, State of Florida

My Commission Expires: 04/01/2023





**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING DEPARTMENT**

---

**MEMORANDUM**

**To:** Mayor & Board of Commissioners

**Through:** Mark LeCouris, City Manager

**Staff:** Renea Vincent

**Date:** March 8, 2023

**BOC Meeting:** March 14, 2023

**Subject:** **Eagle Creek Estates Final Plat (App. 21-51) Release of Bonded Improvements**

---

The referenced final plat was approved by the Board of Commissioners on October 12, 2021 under Resolution Number 2021-55 and recorded by the Pinellas County Clerk of Court and Comptroller on October 29, 2021 under Plat Book 147, Pages 34-37. This included bonding of partial improvements pursuant to the attached bond (executed September 23, 2021) based on the engineer's certified estimate dated July 26, 2021 and accepted by the City on August 26, 2021 (review performed by Thomas Burke, P.E., on behalf of the City). The Building Permit for Site Work (#20-2801) was issued on March 8, 2021. The following two documents are included with this package:

- Subdivision Performance Bond dated September 23, 2021
- Engineer's Certified Estimate for Partial Improvements dated July 26, 2021

The following documents are provided in support of release of the bond in accordance with the bonded categories on the engineer's estimate:

**Earthwork and Roadway**

- As-built construction plans signed and sealed by Edward Mazur, Jr. on December 16, 2022. This plan set is a revision to the original plan submittal signed and sealed on February 25, 2022. The revisions were required by Tom Burke, P.E. The revisions have been approved by Mr. Burke as of January 10, 2023.

**Storm Sewer (Stormwater System)**

- Southwest Florida Water Management District letter authorizing transfer of permit to operation phase for stormwater management system
- Burgess & Niple, Inc. and staff emails determining stormwater management system as-built plans in substantial conformance with approved plans

**Water Distribution and Sanitary Sewer (including Lift Station and Force Main)**

- Florida Department of Environmental Protection (FDEP) final clearance to operate wastewater system
- FDEP letter providing final clearance to operate water distribution system
- As-built water system construction plans signed and sealed by Edward Mazur, Jr. on January 13, 2022
- As-built wastewater system construction plans signed and sealed by Edward Mazur, Jr. on May 16, 2022.

The City's consulting engineer on this project, Tom Burke, P.E., concurs with the release of the bond based on his review of the documents provided.

Attachments:



**CITY OF TARPON SPRINGS**  
**PLANNING & ZONING DEPARTMENT**

---

1. Subdivision Performance Bond
2. Eagle Creek Construction Plans Record Drawings
3. SWFWMD Approval Letter, Transfer to Operations Stage
4. FDEP Final Clearances
5. Eagle Creek Construction Plans (Water System Record Drawings)
6. Eagle Creek Construction Plans (Sanitary Sewer Record Drawings)



## SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That, **CND-Eagle Creek, LLC** (as "Principal"), and the **Federal Insurance Company** a corporation organized and existing under the laws of the State of Indiana and authorized to transact surety business in the State of Florida (as "Surety"), are held and firmly bound unto **City of Tarpon Springs** (as "City"), in the sum of **Four Hundred Fourteen Thousand Four Hundred Seventy Eight and 90/100 Dollars (\$414,478.90)**, lawful money of the United States, for which payment, well and truly to be made, Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal as a condition precedent to the approval by the City of a plat of a certain subdivision located in the City know as **Eagle Creek Estates**, agreed with the City to install and construct certain public improvements based on plans and specifications pertaining to said subdivision on file at the City of Tarpon Springs as such improvements are summarized in that certain **Site Work Permit 21-2801 for New Subdivision located at 685 (Parcel ID 19-27-16-89442-000-0300) and 687 (Parcel ID 19-27-16-89442-000-0310) E. Klosterman Rd, Tarpon Springs, Florida** and

WHEREAS, it is condition precedent to the recording of the final plat of said subdivision that this bond be executed.

NOW THEREFORE, if the above bounden Principal shall install and construct the Improvements, then this obligation shall be void; otherwise to remain in full force and effect  
Signed, sealed and dated this 23rd day of September, 2021.

By: \_\_\_\_\_  
CND-Eagle Creek, LLC  
**Heather Humphrey**  
Chief Financial Officer



By: \_\_\_\_\_  
Federal Insurance Company  
**Erik Johansson**, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On SEP 23 2021 before me, Melissa A. Lopez, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Erik Johansson  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melissa Lopez  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15<sup>th</sup>** day of **January**, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this **15<sup>th</sup>** day of **January**, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 23**, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL  
NOTICE AND ADDENDUM**

FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. FEDERAL hereby further agrees that the execution of said bond on behalf of FEDERAL by its Attorney-in-Fact with said Attorney-in-Fact's digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

FEDERAL INSURANCE COMPANY

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



Stephen M. Haney, Vice President



# Federal Insurance Company

**AMB #:** 002084    **NAIC #:** 20281    **FEIN #:** 131963496

## Administrative Office

202B Hall's Mill Road  
Whitehouse Station, New Jersey 08889  
United States

**Web:** [www.chubb.com](http://www.chubb.com)

**Phone:** 215-640-1000

[View Additional Address Information](#)

**AM Best Rating Unit:** AMB #: 000012 - Chubb U.S. Group of Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

## Best's Credit Ratings

### Financial Strength View Definition

**Rating (Rating Category):** A++ (Superior)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** December 17, 2020

**Initial Rating Date:** December 31, 1907

### Long-Term Issuer Credit View Definition

**Rating (Rating Category):** aa+ (Superior)



**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** December 17, 2020  
**Initial Rating Date:** March 17, 2005

#### **Financial Size Category** View Definition

**Financial Size Category:** XV (\$2 Billion or greater)

u Denotes Under Review Best's Rating

#### **Best's Credit Rating Analyst**

**Rating Office:** A.M. Best Rating Services, Inc.

**Senior Financial Analyst:** Alan Murray

**Senior Director:** Michael J. Lagomarsino, CFA, FRM

*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### **Disclosure Information**

##### **Disclosure Information Form**

[View AM Best's Rating Disclosure Form](#)

##### **Press Release**

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)  
December 17, 2020

[View AM Best's Rating Review Form](#)

#### **Rating History**

AM Best has provided ratings & analysis on this company since 1907.

##### **Financial Strength Rating**

<b>Effective Date</b>	<b>Rating</b>
12/17/2020	A++
12/11/2019	A++

12/13/2018	A++
10/5/2017	A++
6/22/2016	A++

### Long-Term Issuer Credit Rating


Effective Date	Rating
12/17/2020	aa+
12/11/2019	aa+
12/13/2018	aa+
10/5/2017	aa+
6/22/2016	aa+


### Related Financial and Analytical Data


The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087730	Federal Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
090042	Federal Insurance Company (HKB)	Represents the Property/Casualty financials for the Hong Kong Branch of this legal entity.
090456	Federal Insurance Company KRB	Represents the Property/Casualty financials for the South Korea Branch of this legal entity.
093151	Federal Insurance Company (SGB)	Represents the Property/Casualty financials for the Singapore Branch of this legal entity.

### Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies.

 Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

 Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

## Press Releases

<u>Date</u>	<u>Title</u>
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Jun 22, 2016	A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries
Jul 02, 2015	A.M. Best Places Ratings of The Chubb Corporation and Its Subsidiaries Under Review With Negative Implications
Apr 16, 2015	A.M. Best Upgrades Issuer Credit Ratings of The Chubb Corporation and Its

1

2

3

Page size: 10

21 items in 3 pages

## Find a Best's Credit Rating

Go

Advanced Search

How to Get a  
Best's Credit Rating



Best's Credit Ratings  
Mobile App



### European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

### United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be

used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

**Australian Disclosures**

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions.

**Important Notice:** AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Offices](#) | [Press Releases](#) | [Social Media](#) | [Cookie Notice](#) | [Legal & Licensing](#) | [Privacy Notice](#) | [Site Map](#) | [Terms of Use](#)

[Regulatory Affairs](#) - [Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2021 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

## **Federal Insurance Company**

(NAIC #20281)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889.

PHONE: (215) 640-1000.

UNDERWRITING LIMITATION b/: \$ 414,198,000.

LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Indiana.

<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html#f>



# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

***ERIK KENT JOHANSSON***

***License Number : W379990***

## **Non Resident Insurance License**

• 0920 - NONRES GEN LINES (PROP & CAS)

## **Issue Date**

01/24/2017

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

### **Please Note:**

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater  
Chief Financial Officer  
State of Florida

# FLORIDA DEPARTMENT of FINANCIAL SERVICES

## PERFORMANCE BONDING SURETY & INSURANCE BROKERAGE

15901 RED HILL AVENUE

SUITE 100

TUSTIN CA 92780

Agency License Number L098764

Location Number: 294059

Issued On 02/23/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater  
Chief Financial Officer  
State of Florida

# **FEDERAL INSURANCE COMPANY**

**Is hereby authorized to transact  
insurance in the State of Florida.**

**This certificate signifies that the company  
has satisfied all requirements of the  
Florida Insurance Code for the issuance  
of a license and remains subject to  
all applicable laws of Florida.**

**Date of Issuance: May 1, 1920  
No. 91-13-1963496**



**Florida  
Department  
of Insurance**

  
\_\_\_\_\_  
**Tom Gallagher  
Treasurer and Insurance Commissioner**

Engineer's Certified Estimate

Paul E. Skidmore, P.E.  
License No. 39361

26-Jul-21  
Date

**Report Date:** July 26, 2021

[illegible]








[illegible]

Report Date: July 26, 2021


Project: Eagle Creek Estates					 Florida Land Design & Permitting				
	Engineer's Estimate								
	Item: Water Distribution								Completed to Date
					Quantity	Unit	Unit Price	Total	Total
		Scope of Work							
		8" DR 18 - WM			2,020.00	LF	17.00	34,340.00	34,340.00
		8" GATE VALVE & BOX			1.00	EA	1,360.00	1,360.00	1,360.00
		FIRE HYDRANT ASSEMBLY			4.00	EA	3,950.00	15,800.00	15,800.00
		8" X 8" TEE			1.00	EA	595.00	595.00	595.00
		8" 90 DEG. BEND			1.00	EA	398.00	398.00	398.00
		8" 45 DEG. BEND			2.00	EA	375.00	750.00	750.00
		8" 22.5 DEG. BEND			10.00	EA	374.00	3,740.00	3,740.00
		SINGLE SERVICE - SHORT			10.00	EA	490.00	4,900.00	4,900.00
		SINGLE SERVICE - LONG			4.00	EA	675.00	2,700.00	2,700.00
		DOUBLE SERVICE - SHORT			11.00	EA	945.00	10,395.00	10,395.00
		DOUBLE SERVICE - LONG			7.00	EA	1,165.00	8,155.00	8,155.00
		LIFT STATION WATER SERVICE			1.00	EA	1,750.00	1,750.00	1,750.00
		8" MASTER METER ASSEMBLY -			1.00	EA	26,950.00	26,950.00	20,212.00
		12" X 8" TAPPING SLEEVE & VALVE			1.00	EA	5,320.00	5,320.00	0.00
		CONNECT TO EXISTING 12" WM			1.00	EA	2,110.00	2,110.00	0.00
		WDSP/CIP			4.00	EA	400.00	1,600.00	0.00
		CL2 & PRESSURE TESTING			1.00	LS	7,000.00	7,000.00	0.00
		Note: Unit prices are actual cost received from Contractor.							
					Total		\$127,863.00	\$105,095.00	







Report Date: July 26, 2021

Project: Eagle Creek Estates					<div>Florida Land Design &amp; Permitting</div>				
Engineer's Estimate									
Item: Lift Station and Force Main									
					Completed to Date				
					Quantity	Unit	Unit Price	Total	Total
Scope of Work									
LIFT STATION - 4' X 14.4' PRIVATE					1.00	LS	55,600.00	55,600.00	50,040.00
4" DR 18 - FM					1,140.00	LF	10.00	11,400.00	11,400.00
4" GATE VALVE & BOX					1.00	EA	945.00	945.00	945.00
4" 90 DEG. BEND					3.00	EA	345.00	1,035.00	1,035.00
4" 45 DEG. BEND					7.00	EA	335.00	2,345.00	2,345.00
4" 22.5 DEG. BEND					2.00	EA	325.00	650.00	650.00
CONNECT TO EXISTING MH					1.00	EA	5,960.00	5,960.00	0.00
PRESSURE TESTING					1.00	LS	4,690.00	4,690.00	0.00
RESTORATION					1.00	LS	3,600.00	3,600.00	0.00
Note: Unit prices are actual cost received from Contractor.									
					Total		\$86,225.00		\$66,415.00





ALL ELEVATIONS ARE BASED ON NAVD-1988 DATUM.

2. THE PROJECT IS WITHIN FLOOD ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12103C0076G DATED SEPTEMBER 3, 2003.

3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE VICINITY OF TREES TO REMAIN AND IS RESPONSIBLE FOR ANY DAMAGE RESULTING FROM HIS WORK.

4. THE LOCATION OF EXISTING UTILITIES ARE APPROXIMATELY AS SHOWN. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO CONSTRUCTION IN THEIR VICINITY. THE CONTRACTOR SHALL NOTIFY ALL CONCERNED PUBLIC AGENCIES AND UTILITY COMPANIES IN THE AREA PRIOR TO CONSTRUCTION, INCLUDING 'SUNSHINE' AT 811.

5. THE CONTRACTOR SHALL EXPOSE ALL EXISTING UTILITIES TO BE EXTENDED, CONNECTED TO, OR CROSSED FOR VERIFICATION OF THEIR LOCATION AND ELEVATION. CONFLICTS, IF ANY, SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.

6. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM OR FRONTIER.

7. ELECTRICAL SERVICE WILL BE PROVIDED BY DUKE ENERGY.

8. ALL OPEN/DISTURBED AREAS TO BE STABILIZED AS SOON AS PRACTICAL. AREAS WHERE SOD IS REQUIRED ON A SLOPE SHALL BE STAKED AS NECESSARY TO PREVENT DISPLACEMENT.

9. EXCESS FILL MATERIAL IS NOT ANTICIPATED ON THIS PROJECT.

10. ON-SITE STREET LIGHTING WILL BE PROVIDED BY THE OWNERS WITH SERVICE, PROVIDED BY DUKE ENERGY.

11. DURING CONSTRUCTION ACTIVITIES, SHOULD EVIDENCE OF HISTORIC RESOURCES, INCLUDING, BUT NOT LIMITED TO, ABORIGINAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS BE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) SHALL BE NOTIFIED IMMEDIATELY.

12. IF, DURING CONSTRUCTION, EVIDENCE OF STATE AND FEDERALLY PROTECTED PLANTS AND/OR ANIMAL SPECIES, OTHER THAN THOSE IDENTIFIED ON THE PERMITS ISSUED FOR THE PROJECT, WORK SHALL STOP IMMEDIATELY, AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SHALL BE NOTIFIED WITHIN TWO WORKING DAYS.

13. THE ENGINEER CERTIFIES THAT THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT.

14. NO IRRIGATION SYSTEM OR LANDSCAPING SHALL BE INSTALLED IN ANY CITY, COUNTY OF STATE RIGHT-OF-WAY WITHOUT ISSUANCE OF APPROPRIATE RIGHT-OF-WAY USE PERMITS.

15. OWNER/DEVELOPER ACKNOWLEDGES THAT THE SITE, AND ITS SUBSEQUENT BUILDING PERMITS, SHALL COMPLY WITH ALL ZONING CONDITIONS.

16. ALL STRUCTURES INCLUDING BUFFER WALLS, RETAINING WALLS, SIGNAGE, ETC., REQUIRE SEPARATE BUILDING PERMITS. TO BE OBTAINED BY OTHERS.

17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME, FAMILIAR WITH PERMIT CONDITIONS, AND INSPECTION REQUIREMENTS, OF THE GOVERNMENTAL AGENCIES AND COMPLY WITH ALL CONDITIONS/REQUIREMENTS.

18. CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.

19. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT OCCURS AS A RESULT OF THE CONTRACTOR'S WORK.

20. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE ENGINEER. FAILURE TO OBTAIN ENGINEER'S COMMENTS BEFORE INSTALLATION MAY RESULT IN REPLACEMENT AT CONTRACTOR'S EXPENSE.

21. CONTRACTOR SHALL VERIFY THE LENGTHS OF ALL PIPE PRIOR TO BIDDING, NO EXTRAS WILL BE APPROVED FOR ADDITIONAL LENGTHS, EXCEPT AS THE RESULT OF PLAN CHANGES.

22. ADJUSTMENTS OF INLETS, JUNCTION BOXES, MANHOLE TOPS, WATER VALVES, WATER METERS, ETC., SHALL BE INCLUDED IN THE CONTRACTOR'S BID AND NO CLAIM SHALL BE MADE AGAINST THE OWNER FOR THESE ADJUSTMENTS, IF REQUIRED.

**SAFETY**

1. DURING THE CONSTRUCTION OF THIS PROJECT, ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE PUBLIC AND THE SAFETY OF ALL PERSONNEL ON-SITE, AT ALL TIMES.

2. THE CONTRACTOR SHALL ALWAYS EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE THE TIME NEEDED BY THE UTILITY COMPANIES TO FIELD LOCATE EXISTING UNDERGROUND UTILITIES. CALL 'SUNSHINE' 811.

3. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

4. CONTRACTOR SHALL PROVIDE AND MAINTAIN ITS OWN SAFETY EQUIPMENT IN ACCORDANCE WITH ITS LOCAL, STATE, FEDERAL AND ALL OTHER APPLICABLE HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING ITS EMPLOYEES AND SUBCONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES, SUBCONTRACTORS, SUBCONTRACTOR'S EMPLOYEES, ETC., COMPLY WITH ALL APPLICABLE REQUIREMENTS. CONTRACTOR SHALL REMAIN IN COMPLIANCE WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS ENVIRONMENTAL PROTECTION LAWS.

5. ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS. PARTICULAR ATTENTION SHALL BE GIVEN TO 29 CFR PART 1926, SUBPART P.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING AND/OR SHORING AS NECESSARY. ALL LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

7. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE "THE STATE OF FLORIDA, MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

8. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.

9. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC PLAN, IF APPLICABLE, MUST BE SUBMITTED TO AND APPROVED BY, THE APPROPRIATE GOVERNMENTAL AGENCIES PRIOR TO BEGINNING ANY CONSTRUCTION.

**CLEARING AND SITE PREPARATION**

1. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE PROVIDED AS SUCH FOR THE CONTRACTOR/SUBCONTRACTORS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. IT SHALL BE THE CONTRACTOR'S/SUBCONTRACTOR'S RESPONSIBILITY TO CONTACT 'SUNSHINE 811' TO MAKE THE NECESSARY ARRANGEMENTS FOR EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR/SUBCONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY.

2. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.

3. BEFORE ANY SITE WORK BEGINS, ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PROTECTION BARRICADES MEETING THE MINIMUM CODE REQUIREMENTS OF THE LOCAL MUNICIPALITY, PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED.

4. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL NOT PLACE SOIL, DEBRIS, OR OTHER MATERIAL, MACHINERY OR OTHER EQUIPMENT WITHIN THE DRIP LINE OF A TREE TO REMAIN ON THE SITE.

5. ALL TREES SHOWN TO REMAIN, AS SHOWN ON THE CONSTRUCTION PLANS, SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. THE CONTRACTOR SHALL MAINTAIN THESE TREES IN GOOD CONDITION UNTIL ALL CONSTRUCTION HAS BEEN COMPLETED.

6. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE NATIONAL ARBORIST ASSOCIATION (NAA) PRUNING STANDARDS.

7. ALL TREE ROOTS EXISTING WITHIN APPROVED AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA AS SHOWN ON THE TREE REMOVAL PLAN.

**EROSION/SEDIMENT TURBIDITY CONTROL**

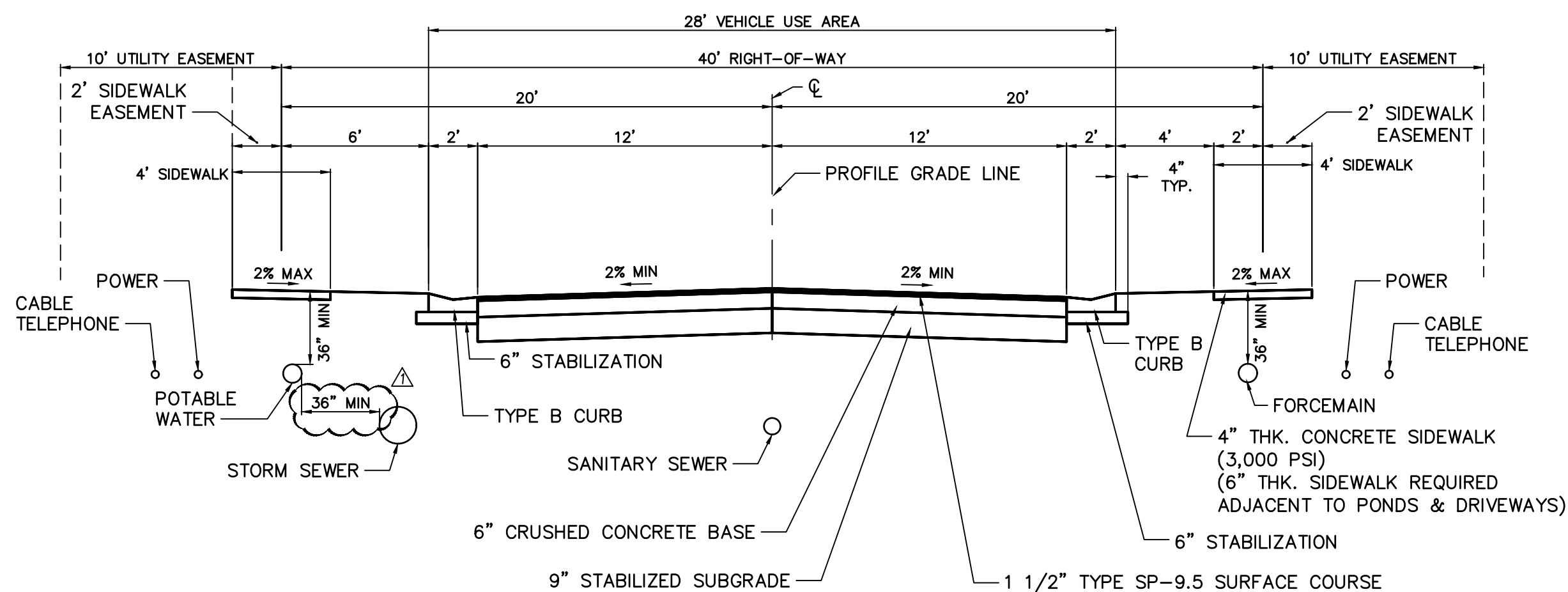
1. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL PUBLISHED BY FDEP.

11. NO EXCAVATIONS SHALL EXTEND BELOW THE PERMITTED ELEVATIONS SHOWN ON THE APPROVED PLANS. NO CONFINING UNIT OF CLAYEY MATERIAL SHALL BE BREACHED, OR LIMESTONE MATERIALS SHALL BE BREACHED. EXCAVATIONS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION ELEVATIONS IF ANY LOWER CONFINING UNIT OF CLAYEY MATERIALS OR LIMESTONE MATERIALS ARE BREACHED ABOVE THE PERMITTED ELEVATIONS, THE EXCAVATION OPERATIONS SHALL CEASE IN THE AREA AND THE CONTRACTOR SHALL STOP WORK AND A MINIMUM OF 2 FEET OF CLAY SHALL BE BACKFILLED AND COMPACTED TO THE ENGINEER'S SATISFACTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE EXCAVATION. THE OWNER'S ENGINEER, SWFWMO MUST ALSO BE CONTACTED IF ANY EXCAVATION OF CLAYS UNINTENTIONALLY BREACHES THE CONFINING LAYER.
12. ALL PORTIONS OF STORM DRAINAGE SYSTEM SHALL BE SUBJECT TO A VISUAL OBSERVATION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE.
13. GEOTECHNICAL ENGINEER TO SUPPLY THE ENGINEER WITH A PHOTOCOPIY OF ALL TESTS RESULTS. THE GEOTECHNICAL ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN WRITING, THAT ALL TESTING REQUIREMENTS OF THE FLORIDA WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) HAVE BEEN SATISFIED.
14. PIPE LENGTHS INDICATED ARE APPROXIMATE AND MEASUREMENTS ARE TO CENTER OF STRUCTURES FOR INLETS AND STORM MANHOLES. MITERED END SECTIONS AND FLARED END SECTIONS ARE APART OF PIPE LENGTHS. CURB INLET STATIONS AND OFFSETS ARE CALCULATED TO EDGE OF PAVEMENT, CENTER OF BOX. ALL PIPE LENGTHS ARE APPROXIMATE.
15. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
16. CONTRACTOR SHALL INSTALL 1/2"BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND STRUCTURES.
17. ALL PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX NO. 17346, SHEETS 1-7.
18. ALL UNDERGROUND UTILITIES INCLUDING CONDUITS FOR ELECTRICAL, CABLE, IRRIGATION AND TELEPHONE, ETC., SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
19. A GEOTECHNICAL TESTING COMPANY SHALL BE PRESENT DURING ALL PHASES OF POND EXCAVATION, TO OBSERVE POND EXCAVATION ACTIVITIES. SHOULD LUMEROCK BE ENCOUNTERED EXCAVATION IN THE AREA SHALL STOP AND A MINIMUM OF 2 FEET OF CLAY SHALL BE BACKFILLED AND COMPACTED TO THE GEOTECH'S SATISFACTION.
20. CONTRACTOR SHALL PREVENT FLOATION OF ALL STRUCTURE DURING CONSTRUCTION.

1. ALL SEWER AND WATER PIPE MATERIAL AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY THAT WILL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF THAT UTILITY.
2. SEWAGE SERVICE WILL BE PROVIDED BY CITY OF TARPON SPRINGS.
3. POTABLE WATER WILL BE PROVIDED BY CITY OF TARPON SPRINGS.
4. COVER OVER THE WATERMAIN SHALL BE A MINIMUM OF 30" AND A MAXIMUM OF 42" BELOW FINISH GRADE.
5. POTABLE WATER LINE DISTANCES SHOWN BETWEEN CENTERS OF MAIN FITTINGS ARE "APPROXIMATE".
6. ALL WATER LINE PIPE JOINTS SHALL BE A MINIMUM OF 10 FEET FROM THE CENTERLINE OF ANY STORM SEWER STRUCTURE (MANHOLES, INLETS OR CATCH BASINS).
7. AT THE TERMINATION OF EACH WATER MAIN, A GATE VALVE THE SAME SIZE AS THE WATER MAIN AND 2" TEMPORARY BLOW-OFF SHALL BE INSTALLED. VALVES AND BLOW-OFFS SHALL BE RESTRAINED AND CONSTRUCTED IN ACCORDANCE WITH THE CURRENT REGULATIONS OF THE LOCAL MUNICIPALITY.
8. HYDRANTS SHALL BE FLOW TESTED BY THE CONTRACTOR WHILE THE OWNER'S ENGINEER IS PRESENT.
9. FIRE HYDRANTS MUST BE FLOW TESTED AND COLOR-CODED. BASED ON FLOW RESULTS, THE CAPS (TOP AND 3 SIDES) ARE TO BE COLOR CODED: 0-500 GPM RED CLASS A, 500-1000 GPM ORANGE CLASS B, 1000-1500 GPM GREEN CLASS A, AND 1500+ GPM BLUE CLASS AA. ALL HYDRANT BODIES ARE TO BE BASE COLOR YELLOW.
10. FIRE HYDRANTS SHALL BE INSTALLED AND IN SERVICE PRIOR TO BRINGING COMBUSTIBLES ON SITE.
11. ALL COMPONENTS OF WATER SYSTEM, INCLUDING FITTINGS, THRUST BLOCKING, HYDRANT, CONNECTIONS AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED. PRESSURE TESTS TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE REQUIREMENTS OF THE APPROPRIATE MUNICIPALITY.
12. CONTRACTOR TO PERFORM CHLORINATING AND BACTERIOLOGICAL SAMPLING AND OBTAIN CLEARANCE OF DOMESTIC WATER SYSTEM. A COPY OF ALL BACTERIOLOGICAL TEST RESULTS SHALL BE SUBMITTED TO OWNER'S ENGINEER.
13. THE CONTRACTOR SHALL PREVENT FLOTATION OF ALL MANHOLES, AND OTHER STRUCTURES DURING THE ENTIRE CONSTRUCTION PROCESS.
14. ALL POLYVINYL CHLORIDE PIPE SHALL BE LAID WITH AN INSULATED 12 GAUGE A.W.G. SOLID STRAND COPPER WIRE WOUND AROUND THE PIPE FORMING ONE COMPLETE SPIRAL PER JOINT OF PIPE. WIRE IS TO BE CONTINUOUS AND SECURED TO ALL VALVES, TEES, AND ELBOWS. SERVING TO BE DONE IN CONFORMANCE WITH LOCAL UTILITY.

1. PVC PIPE (6" & 8" ) SANITARY SEWER  
PVC PIPE (SDR 35) POLYVINYL CHLORIDE SEWER PIPE SHALL CONFORM TO ASTM D-3034 SDR35 D-1784 (PVC COMPOUND). LATEST REVISION, OR AS OTHERWISE SPECIFIED. ALL PVC SEWER PIPE SHALL BE MANUFACTURED BY THE MANUFACTURERS NAMED. NOMINAL PIPE SIZE, APPLICATION, MATERIAL, CODE OR PVC CELL CLASSIFICATION, STANDARD DIMENSION RATIO NUMBER, PRODUCT TYPE, STANDARD SPECIFICATION DESIGNATION, PRODUCTIONS RECORD CODE AND NSF CERTIFICATION SEAL AND WILL BE COLOR CODED GREEN. PIPE WILL BE A MAXIMUM 12.5 FT LAYING LENGTH. APPROVED PRODUCTS: J-M/BELL, DAVIS, E.T.I. CERTAINTED (W/INTEGRAL BELL), AQUA-TITE, NORTSTAR, CANTEX, VULCAN, DAVIS-DAYTITE.
2. PVC PIPE (LESS THAN 4" ) WATER DISTRIBUTION  
PVC PIPE LESS THAN 4" SHALL BE MADE FROM CLEAN, NEW NSF APPROVED TYPE 1, GRADE 1, PVC CONFORMING TO ASTM SPECIFICATIONS D1784 AND D2241 OR LATEST REVISIONS THEREOF, AND BE SUITABLE FOR USE AT MAXIMUM HYDROSTATIC WORKING PRESSURES OF 200 PSI AT 23 DEGREES C (73.4 DEGREES F). PIPE SHALL BE FURNISHED IN STANDARD 20 LENGTHS WITH JOINTS BEING OF THE PUSH-ON TYPE. ALL PIPE SHALL BE MARKED WITH THE NSF MARK. PIPE SHALL BE MARKED WITH THE NSF MARK INDICATING ITS APPROVAL FOR POTABLE WATER. ALL PIPE SHALL BE CLEAN AND ENDS SHALL BE TARPED DURING SHIPMENT. APPROVED PRODUCTS: J-M, CERTAINTED WITH INTEGRAL BELL, BEP, H&W.
3. PVC PIPE (4" AND ABOVE) WATER DISTRIBUTION  
PVC PIPE (C900): PVC PIPE (4" AND LARGER) SHALL IN ACCORDANCE WITH AWWA C900, WITH PUSH-ON INTEGRAL BELL JOINTS AND SUPPLIED IN STANDARD 20 LENGTHS. NO SOLVENT-CEMENT PIPE OR FITTINGS SHALL BE USED. ALL PIPE SHALL BE MARKED WITH CLASS 150 WITH A DR OF 18. PIPE SHALL BE 8" AND ABOVE SHALL BE PRESSURE CLASS 150 WITH A DR OF 18. PIPE SHALL BE MARKED AS DETAILED IN AWWA C900 AND BE FURNISHED WITH AN AFFIDAVIT THAT IT COMPLIES WITH THE REQUIREMENTS OF AWWA C900. ALL PIPE SHALL BE CLEAN AND ENDS SHALL BE TARPED DURING SHIPMENT. APPROVED PRODUCTS: J-M/BELL BRUTE, H&W, E.T.I. CERTAINTED (W/INTEGRAL BELL), AQUATITE, NORTSTAR, CAN-TEX, VULCAN DAVIS DAYTITE.
4. DUCTILE IRON PUSH-ON PIPE, CLASS 50 (6" - 12"), CLASS 51 (4")  
DUCTILE IRON PUSH-ON PIPE SHALL BE THICKNESS OF THE APPROPRIATE CLASS AND SHALL CONFORM TO ASTM A153. ALL PIPE SHALL BE MARKED WITH THE NSF MARK. PIPE SHALL BE FURNISHED IN STANDARD 18' LAYING LENGTHS WITH ALL JOINT MATERIAL INCLUDING GASKETS AND LUBRICANTS. PIPE SHALL BE LINED WITH A STANDARD THICKNESS CEMENT LINING AND SHALL CONFORM TO AWWA C104-80. APPROVED PRODUCTS: CLOW, AMERICAN CAST IRON-FASTITE, US PIPE & FOUNDRY, MCWANE-TYTON, GRIFFIN.

1. FIRE HYDRANTS SHALL BE INSTALLED AND IN SERVICE PRIOR TO THE ACCUMULATION OF COMBUSTIBLES.
2. PER THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA-1, 16.4.3.1.3: WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO THE BEGINNING OF CONSTRUCTION WORK.
3. PER NFPA-1, 18.3.4.1: CLEARANCES OF 7.5 FEET IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT WITH A 4 FOOT CLEARANCE TO THE REAR MUST BE MAINTAINED AT ALL TIMES.
4. GATED ENTRIES REQUIRE A SIREN OPERATING SYSTEM OR A 3M OPTICOM SYSTEM FOR EMERGENCY ACCESS.



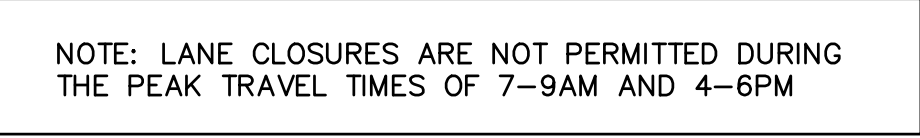
<u>STRUCTURAL NUMBER CALCULATION FOR STANDARD DUTY ROADWAY</u>			
<u>CRUSHED CONCRETE BASE</u>			
1 1/2" ASPHALT	1.5 X 0.44	= 0.66	
6" CRUSHED CONCRETE BASE (LBR-150)	6 X 0.18	= 1.08	
9" SUB-BASE (LBR-40)	9 X 0.08	= 0.72	
TOTAL PROVIDED		= 2.46	

DESIGN SPEED 20 M.P.H. NTS

ALL BASE AND SUBGRADE SHALL BE COMPACTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, JULY 2018 (OR LATEST).

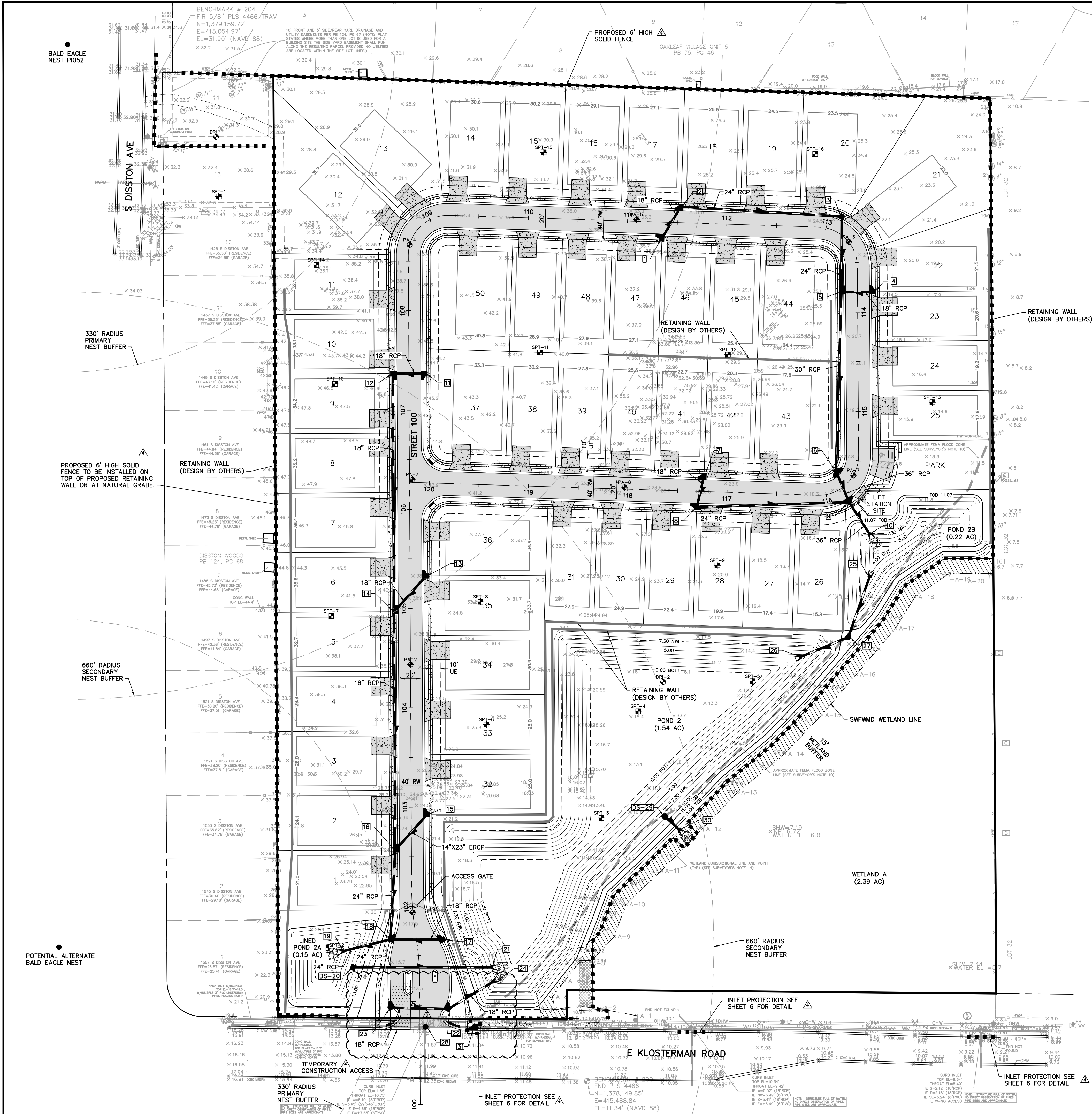
SUBDIVISION TO BE PRIVATE. ROADWAY, STORMWATER AND UTILITIES WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.





RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.





RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

NOTE: SEE SHEET 22 FOR TREE REMOVAL AND ACCOUNTING

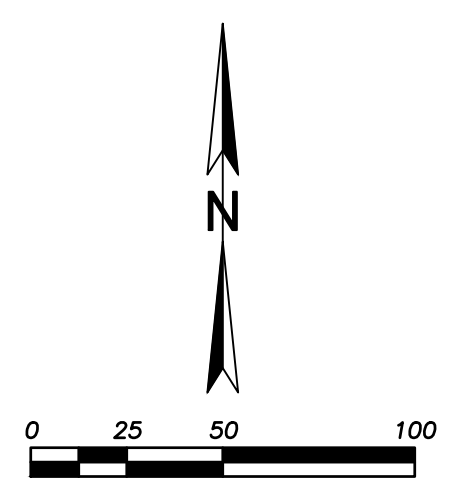
**BALD EAGLE CONSTRUCTION GUIDELINES**

AN ACTIVE BALD EAGLE NEST IS LOCATED OFFSITE AND APPROXIMATELY 225' FROM THE NORTHWEST CORNER OF THE SITE.

- CONTRACTOR SHALL:
1. AVOID EXTERIOR CONSTRUCTION ACTIVITIES WITHIN 330 FEET OF THE NEST DURING THE NESTING SEASON. (1 OCTOBER-15 MAY, OR WHEN EAGLES ARE NESTING PRIOR TO 1 OCTOBER OR AFTER MAY 15).
  2. AVOID EXCESSIVE AND/OR SUDDEN LOUD NOISE, INCLUDING TAILGATE BANGING, WITHIN 330 FEET OF THE EAGLE'S NEST TREE WHEN EAGLES ARE PRESENT.
  3. THE OWNER SHALL IMPLEMENT THE BALD EAGLE MONITORING GUIDELINES IF ANY EXTERIOR CONSTRUCTION ACTIVITIES ARE PROPOSED TO OCCUR WITHIN 330' OF THE NEST DURING THE NESTING SEASON (1 OCTOBER-15 MAY, OR WHEN EAGLES ARE NESTING PRIOR TO 1 OCTOBER OR AFTER MAY 15). THE GUIDELINES CAN BE FOUND AT: <https://www.fws.gov/northflorida/BaldEagles/Documents/2007-BE-Monitoring-Guidelines-without-figures.htm>

NOTE: ALL AREAS WITHIN THE E. KLOSTERMAN ROAD RIGHT-OF-WAY, DISTURBED BY CONSTRUCTION, MUST BE RESTORED AND SODDED.

**RECORD DRAWING**



**LEGEND**

- 24 = Proposed Storm Structure Number
- 44.50 = Proposed Spot Elevation
- 44.0 = Existing Spot Elevation
- 44.50 = Lot Grading Type & Min. Finish Floor Elev.
- 44.0 = Proposed Grading Pad Contour (FF -0.5')
- Overland Flow Direction
- Suave Flow Direction
- Concentrated Drainage Flow Direction
- Proposed Storm Structure & Pipe (See Sheet 6 for Inlet Protection Detail)
- Proposed Silt Fence
- Floating Turbidity Barrier
- Wetland/Surface Water Jurisdictional Limit
- Wetland Buffer Line
- FEMA Line
- Retaining Wall
- Future Sidewalk By Home Builder
- Sidewalk to be Constructed By Developer
- SPT-4 = Standard Penetration Test Boring
- PA-1 = Power Auger Boring
- DRI-1 = Double Ring Infiltrometer Test And Hand Auger Boring Locations
- Centerline Drop Curb for Sidewalk at Intersections
- Upland Buffer Enhancement 0.20 AC
- Temporary Wetland Impact
- Outfall Rip Rap
- Temporary Construction Entrance
- DE/AE = Drainage/Access Easement

EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE  
DIGITAL SIGNATURE (SHA1 THUMBPRINT) 51 44 A3 D0 79 A4 D3 EC E1 BB 93 8D 02 94 0F 0F 4E FB 05 3D  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

REVISIONS	DATE	BY	DESCRIPTION
1	11-12-2020	EDWARD MAZUR, JR.	ENTRANCE REVISED TO 40' AT PROPERTY LINE PER PC COMMENTS
2	09-08-2020	EDWARD MAZUR, JR.	REVISED TEMPORARY IMPACT PER SWFMD COMMENTS
3	07-29-2020	EDWARD MAZUR, JR.	REVISED TEMPORARY IMPACT PER SWFMD COMMENTS
4	05-20-2020	EDWARD MAZUR, JR.	ADDED A.L.T. WEST & BUFFERS PER SWFMD COMMENTS
5	04-14-2020	EDWARD MAZUR, JR.	ADDED EAGLE NEST, BUFFER ZONES, AND BALD EAGLE CONSTRUCTION NOTES PER SWFMD COMMENTS

3030 STARKLEY BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (772) 729-2421  
www.floridaland.com  
E-mail: info@floridaland.com  
Engineer # CA No. 33088  
Survey # L08404



PREPARED FOR: **DAVID WEEKLEY HOMES**

PROJECT NAME: **EAGLE CREEK ESTATES**

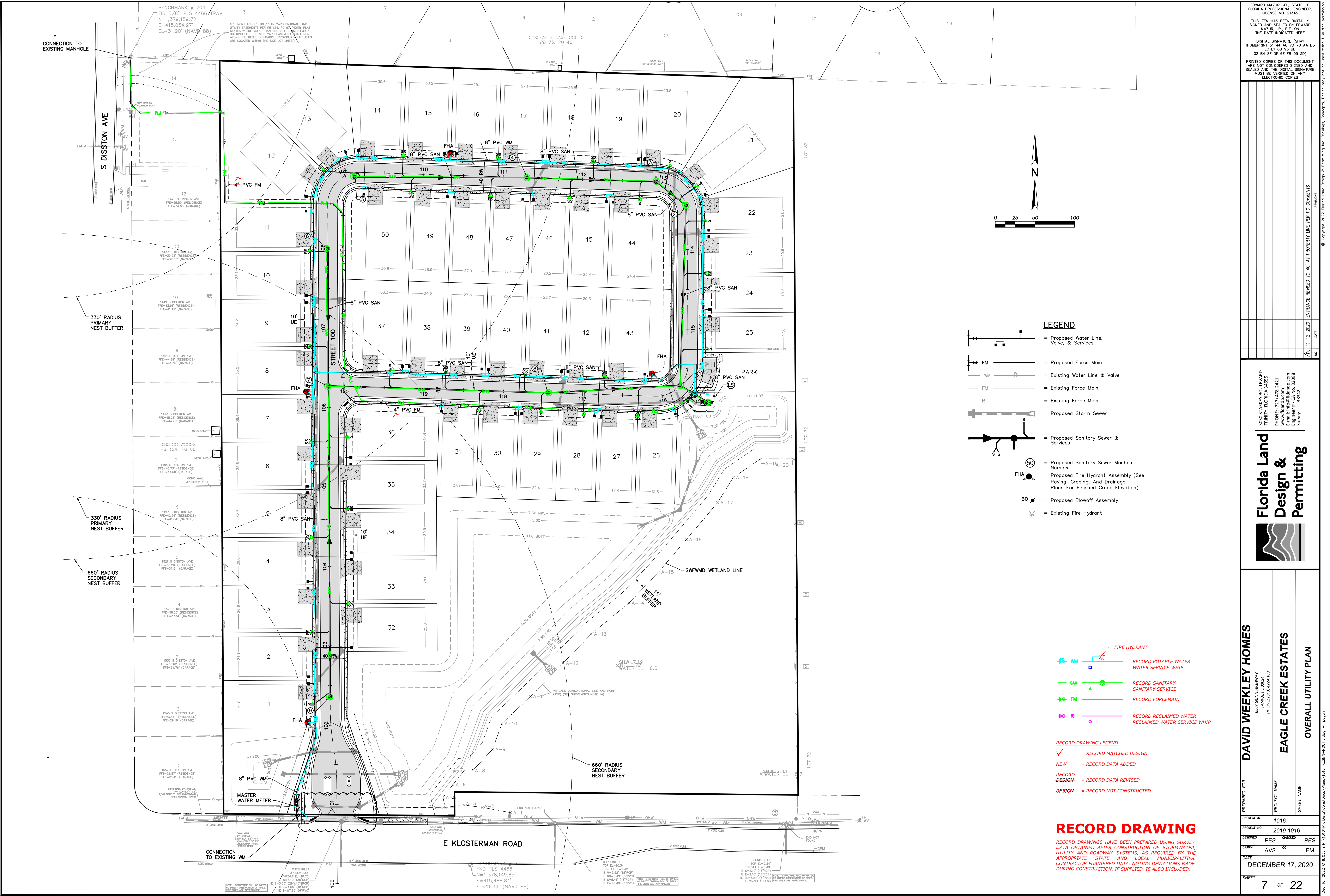
SHEET NAME: **OVERALL DRAINAGE AND SURFACE WATER POLLUTION PREVENTION PLAN (1)**

PROJECT ID		1016	
PROJECT NO		2019-1016	
DESIGNED	PES	CHECKED	PES
DRAWN	AVS	QC	EM
DATE DECEMBER 17, 2020			
SHEET 5 OF 22			









EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE

DIGITAL SIGNATURE (SHA1 THUMBPRINT 01 44 A8 D0 79 A4 D3 EC E1 B8 93 B0 02 84 8F D7 4E FB 05 30)

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

ENTRANCE REVISED TO 40' AT PROPERTY LINE PER PC COMMENTS

DATE

NO

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (727) 729-2421  
www.floridaland.com  
E-mail: info@floridaland.com  
Engineer # CA No. 33088  
Survey # L08042

Florida Land Design & Permitting

PREPARED FOR

PROJECT NAME

PROJECT ID

DESIGNED

DESIGNED BY

DATE

SHEET

DAVID WEEKLEY HOMES

EAGLE CREEK ESTATES

1016

PES

AVS

DECEMBER 17, 2020

7 OF 22

OVERALL UTILITY PLAN

RECORD DRAWING

RECORD DRAWING LEGEND

RECORD POTABLE WATER SERVICE WHIP

RECORD SANITARY SERVICE

RECORD FORCEMAIN

RECORD RECLAIMED WATER RECLAIMED WATER SERVICE WHIP

RECORD MATCHED DESIGN

RECORD DATA ADDED

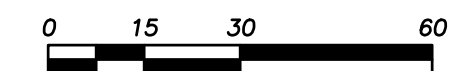
RECORD DATA REVISED

RECORD NOT CONSTRUCTED

Dec 16, 2022 @ 9:03am P:\1016\ProData\ConsDocs\Plans\1016\_KLSM-POTL.dwg - rpsdon



NODE / POND	2B
TOB	=11.07
DHW <sub>100</sub>	=10.57
DHW <sub>25</sub>	=10.05
NWL	=7.30
BOTT	=4.00



	= Proposed Storm Structure Number
	= Proposed Spot Elevation
	= Existing Spot Elevation
	= Lot Grading Type & Min. Finish Floor Elev.
	= Proposed Grading Pad Contour (FF -0.5')
	= Overland Flow Direction
	= Swale Flow Direction
	= Concentrated Drainage Flow Direction
	= Proposed Storm Structure & Pipe
	= Proposed Silt Fence
	= Wetland/Surface Water Jurisdictional Limit
	= Wetland Buffer Line
	= FEMA Line
	= Retaining Wall
	= Stern Wall
	= Future Sidewalk by Home Builder
	= Sidewalk to be Constructed by Developer
	= Standard Penetration Test Boring
	= Power Auger Boring
	= Double Ring Infiltrometer Test And Hand Auger Boring Locations
	= Centerline Drop Curb for Sidewalk at Intersections
	= Upland Buffer Enhancement 0.20 AC
	= Temporary Wetland Impact
	= Outfall Rip Rap
	= Section Designation
	= Sheet Where Section is Found
	= Drainage/Access Easement

NOTE:  ALL AREAS WITHIN THE E KLOSTERMAN ROAD RIGHT-OF-WAY, DISTURBED BY CONSTRUCTION, MUST BE RESTORED AND SODDED.

NO	DATE	REVISION
04-14-2020		REMOVED SECONDARY IMPACT PER SHEWIND COMMENTS
06-18-2020		REVISED PER CITY COMMENTS
11-12-2020		ENTRANCE REVISED TO 40' AT PROPERTY LINE PER PC COMMENTS
02-23-2021		DECREASED PIPE SLOPE
04-12-2021		REMOVED MAIL KIOSK AND PARKING REVISED WEST RETAINING WALL

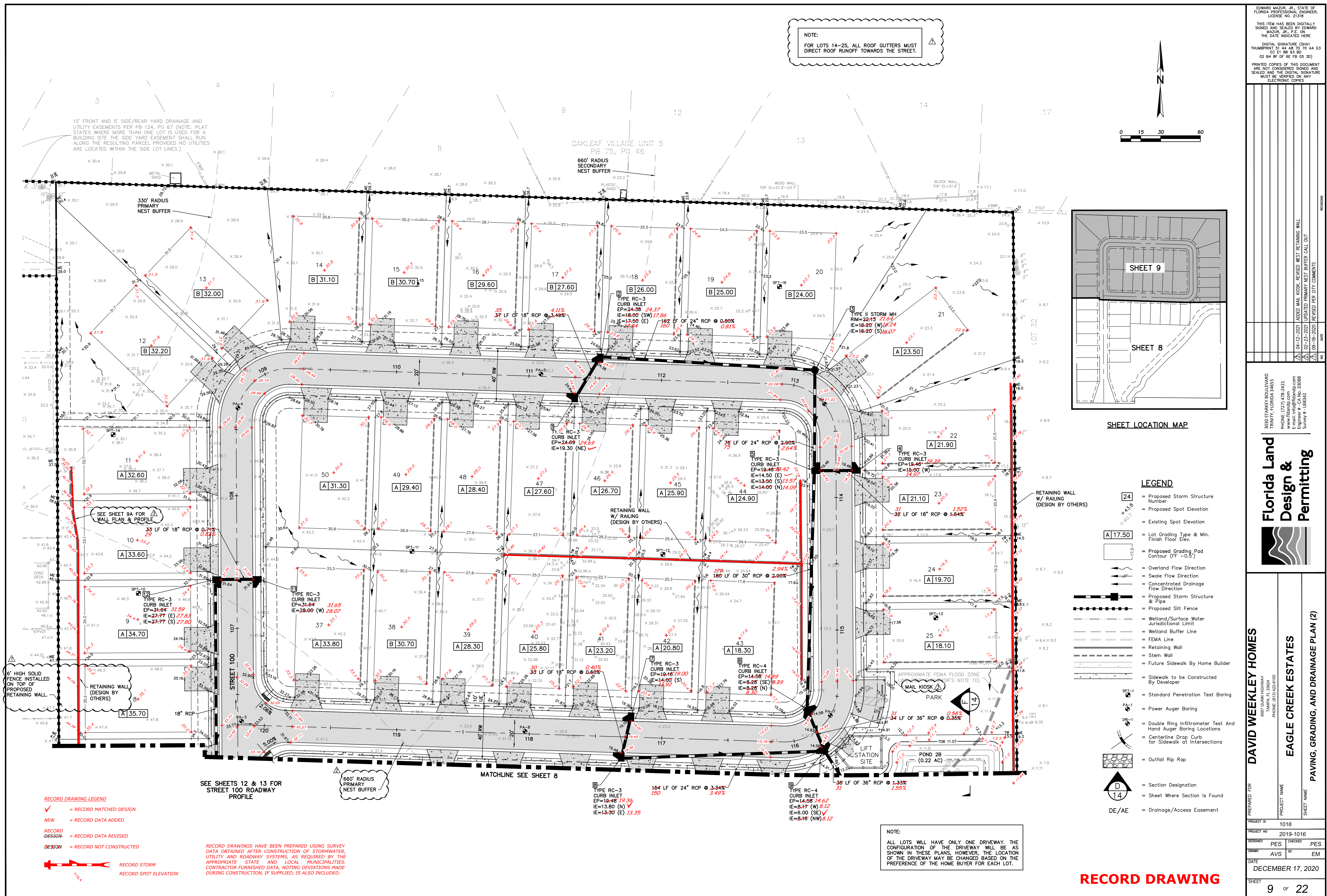


**Florida Land  
Design &  
Permitting**

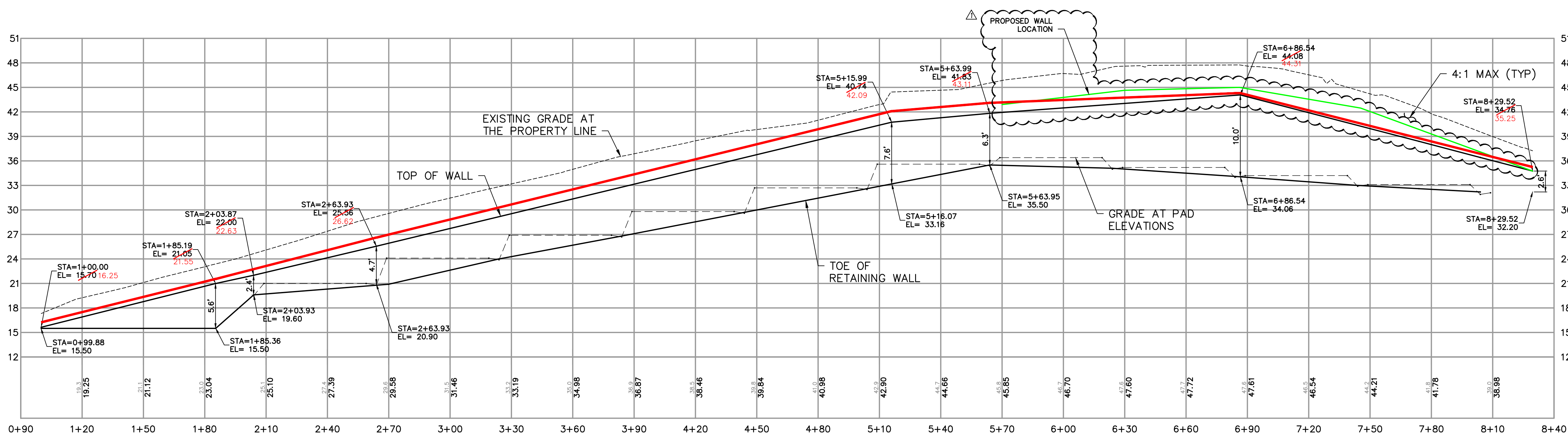
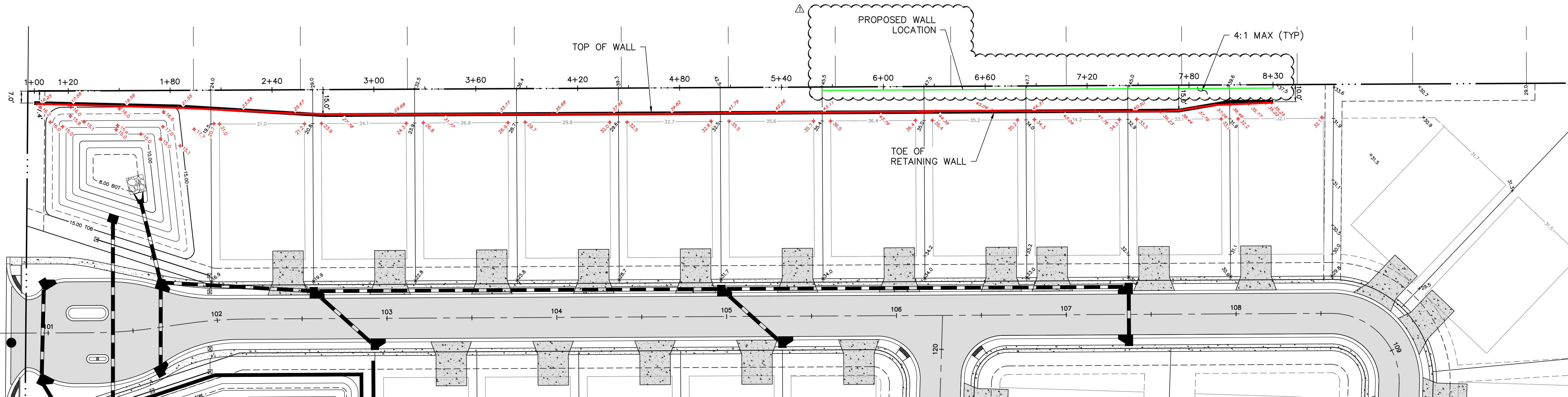
**EAGLE CREEK ESTATES**

PROJECT ID		1016	
PROJECT NO		2019-1016	
DESIGNED	PES	CHECKED	PES
DRAWN	AVS	QC	EM
DATE DECEMBER 17, 2020			
SHEET 8 OF 22			









WEST WALL PROFILE

**RECORD DRAWING LEGEND**

✓ = RECORD MATCHED DESIGN  
NEW = RECORD DATA ADDED  
RECORD - DESIGN = RECORD DATA REVISED  
DESIGN = RECORD NOT CONSTRUCTED

RECORD STORM  
RECORD SPOT ELEVATION

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

**RECORD DRAWING**

EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE  
DIGITAL SIGNATURE (SHA1 THUMBPRINT) 51 44 A8 7D 79 AA D3 EC E1 8B 93 8D 02 84 8F DF 4E F8 05 3D  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

11-03-2021

DATE

ADDED RETAINING WALL SEGMENT.

NO

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (772) 429-2421  
www.floridapdp.com  
E-mail: info@floridapdp.com  
Engineer # CA No. 33088  
Survey # L08042

Florida Land Design & Permitting

DAVID WEEKLEY HOMES

6887 GUNN HIGHWAY  
DADE COUNTY, FL 33606  
PHONE: (954) 222-0100

PROJECT NAME

EAGLE CREEK ESTATES

SHEET NAME

WEST RETAINING WALL PLAN

PROJECT ID

1016

PROJECT NO

2019-1016

DESIGNED

PES

CHECKED

PES

DRAWN

AVS

QC

EM

DATE

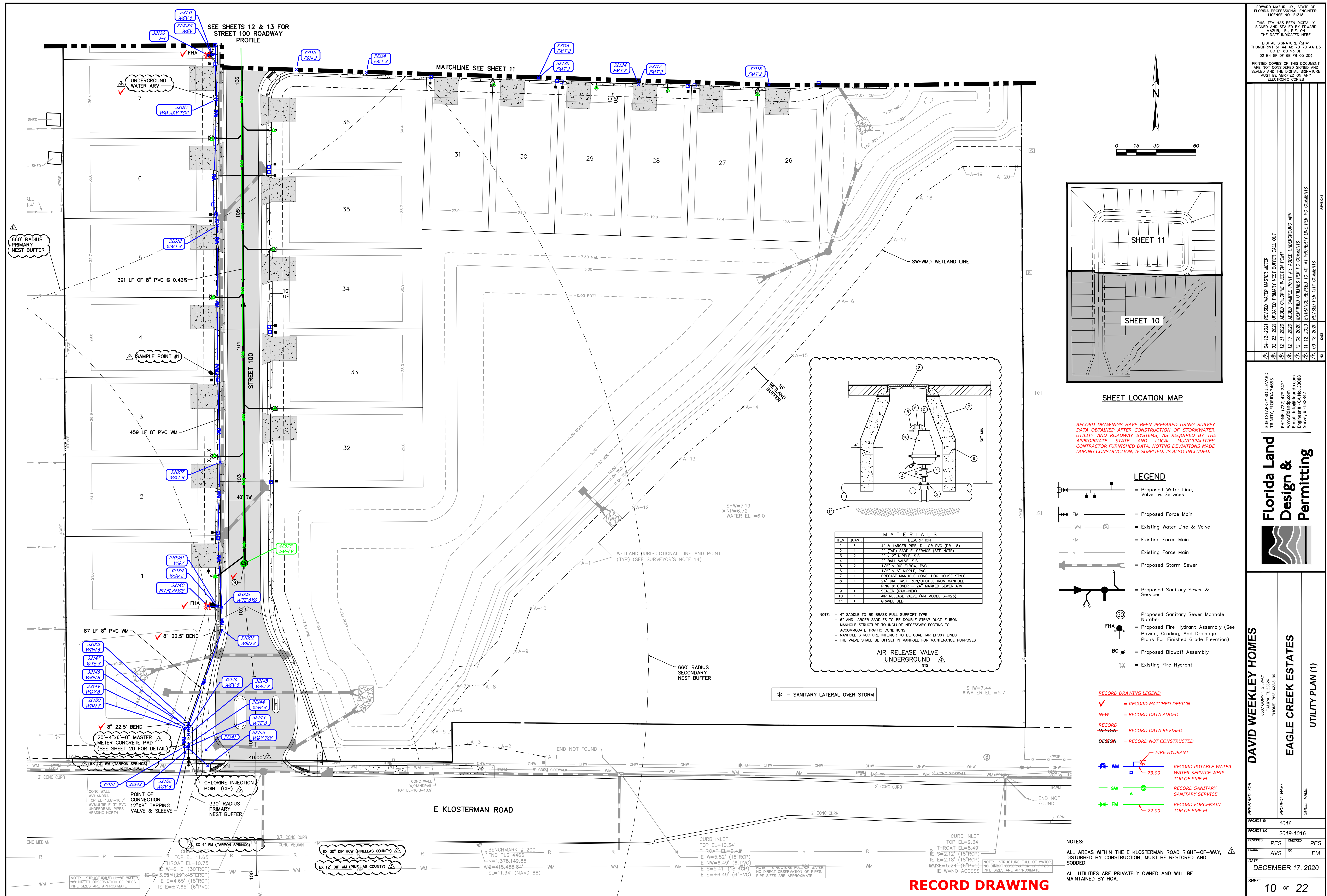
DECEMBER 17, 2020

SHEET

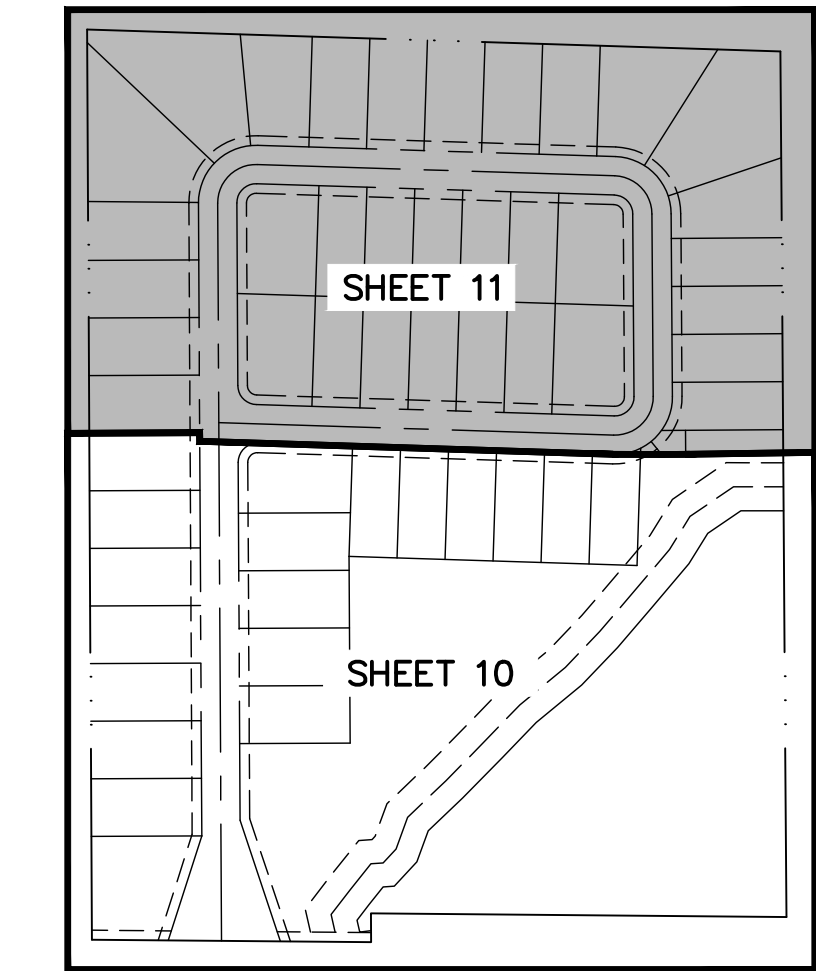
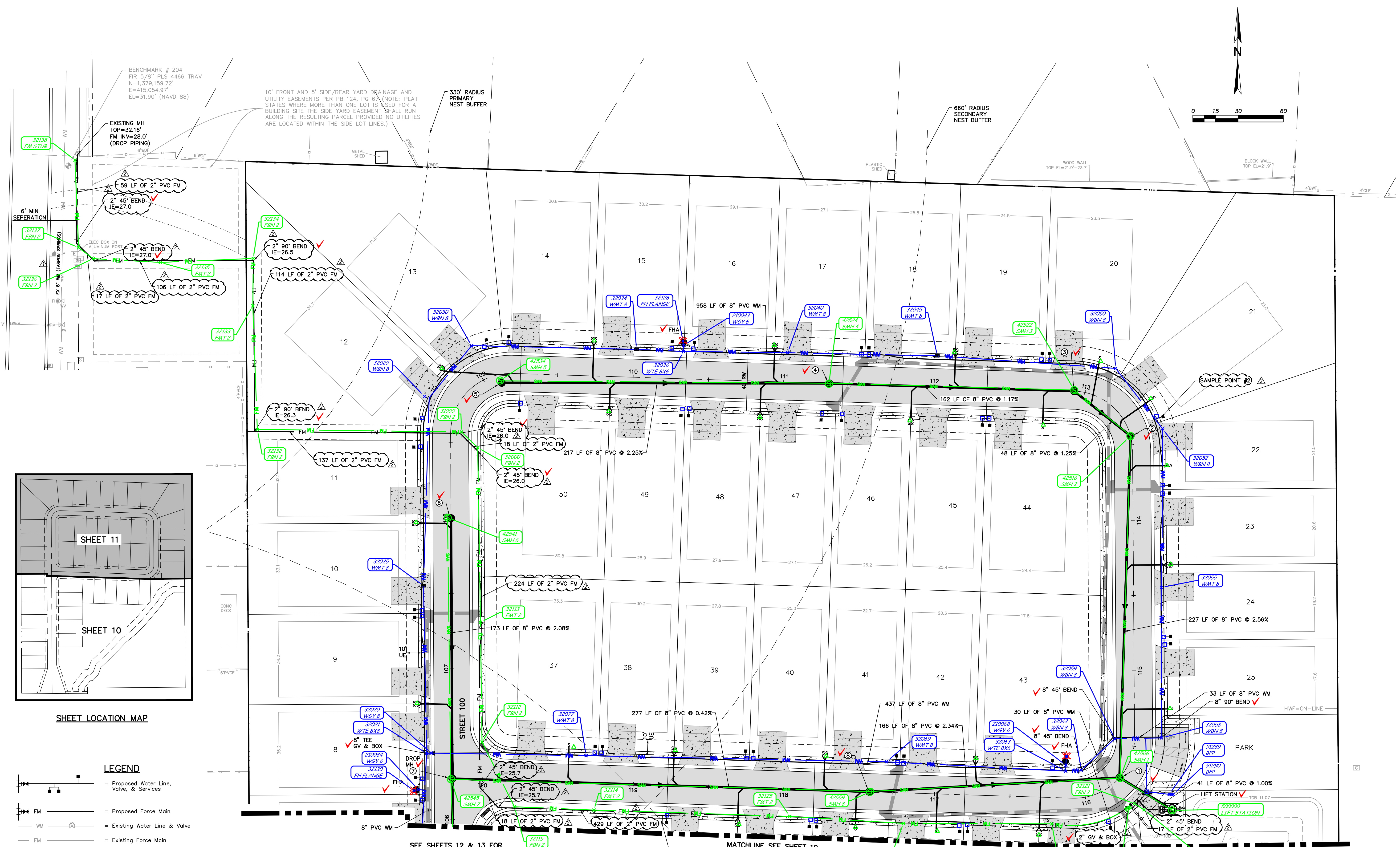
9A OF 22

Dec 16, 2022 @ 9:04am P:\1016\ProData\Consolidated\Plans\1016\_KLSM-FWALL.dwg - pspn









- LEGEND**
- Proposed Water Line, Valve, & Services
  - Proposed Force Main
  - Existing Water Line & Valve
  - Existing Force Main
  - Existing Force Main
  - Proposed Storm Sewer
  - Proposed Sanitary Sewer & Services
  - Proposed Sanitary Sewer Manhole Number
  - Proposed Fire Hydrant Assembly (See Paving, Grading, And Drainage Plans For Finished Grade Elevation)
  - Proposed Blowoff Assembly
  - Existing Fire Hydrant

- RECORD DRAWING LEGEND**
- RECORD MATCHED DESIGN
  - RECORD DATA ADDED
  - RECORD DATA REVISED
  - RECORD NOT CONSTRUCTED
  - FIRE HYDRANT
  - RECORD POTABLE WATER WATER SERVICE WHIP TOP OF PIPE EL
  - RECORD SANITARY SANITARY SERVICE
  - RECORD FORCEMAIN TOP OF PIPE EL

**RECORD DRAWING**

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE

DIGITAL SIGNATURE (SHA1 THUMBPRINT) 01 44 A8 70 70 AA D3 EC E1 BB 93 8D 02 84 8F 0F 4E F8 05 30

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

NO.	DATE	REVISION
1	12-17-2020	REVISED 4" FM TO 2" FM, ADDED SAMPLE POINT #2
2	12-09-2020	IDENTIFIED UTILITIES PER PC COMMENTS

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (737) 429-2421  
www.floridaland.com  
E-mail: info@floridaland.com  
Survey # - 168042

**Florida Land Design & Permitting**

**DAVID WEEKLEY HOMES**  
6687 DUNN HIGHWAY  
JANPA, FL 33604  
PHONE: (813) 922-0100

**EAGLE CREEK ESTATES**

**UTILITY PLAN (2)**

PROJECT ID	PROJECT NAME	SHEET NAME
1016	2019-1016	

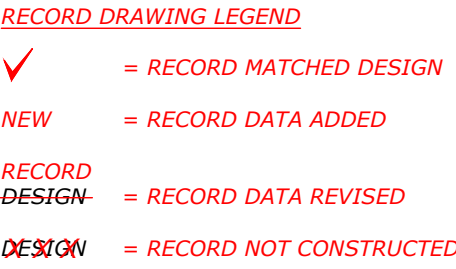
DESIGNED	PE	CHECKED	PE
AVS	OC	EM	

DATE: DECEMBER 17, 2020

SHEET 11 OF 22







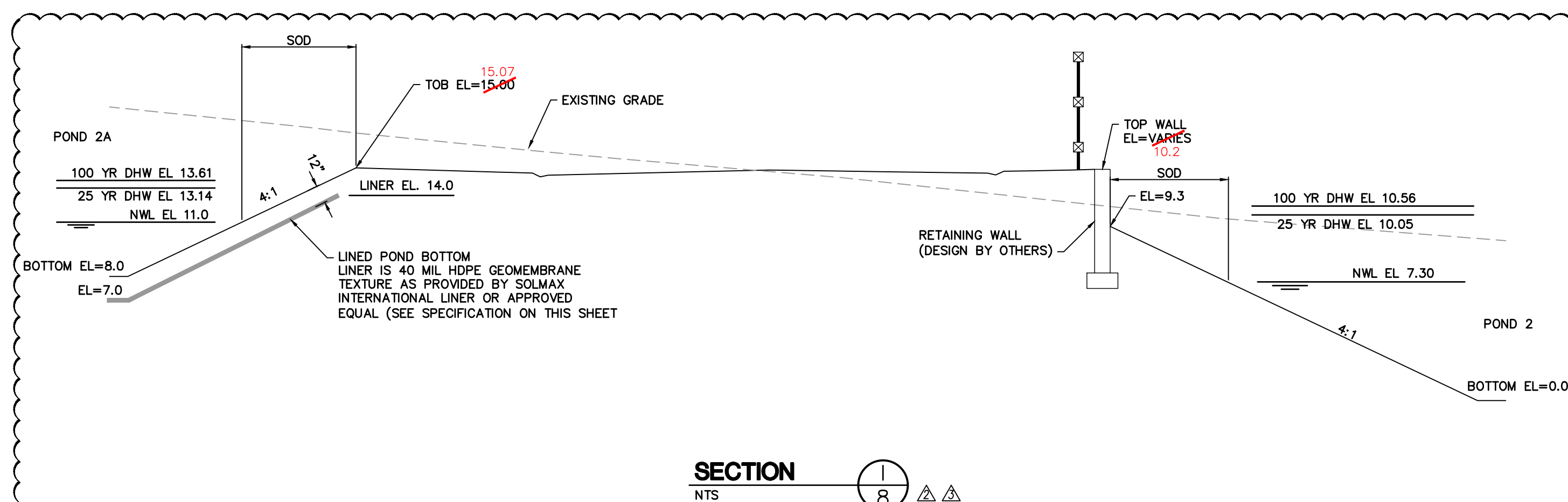
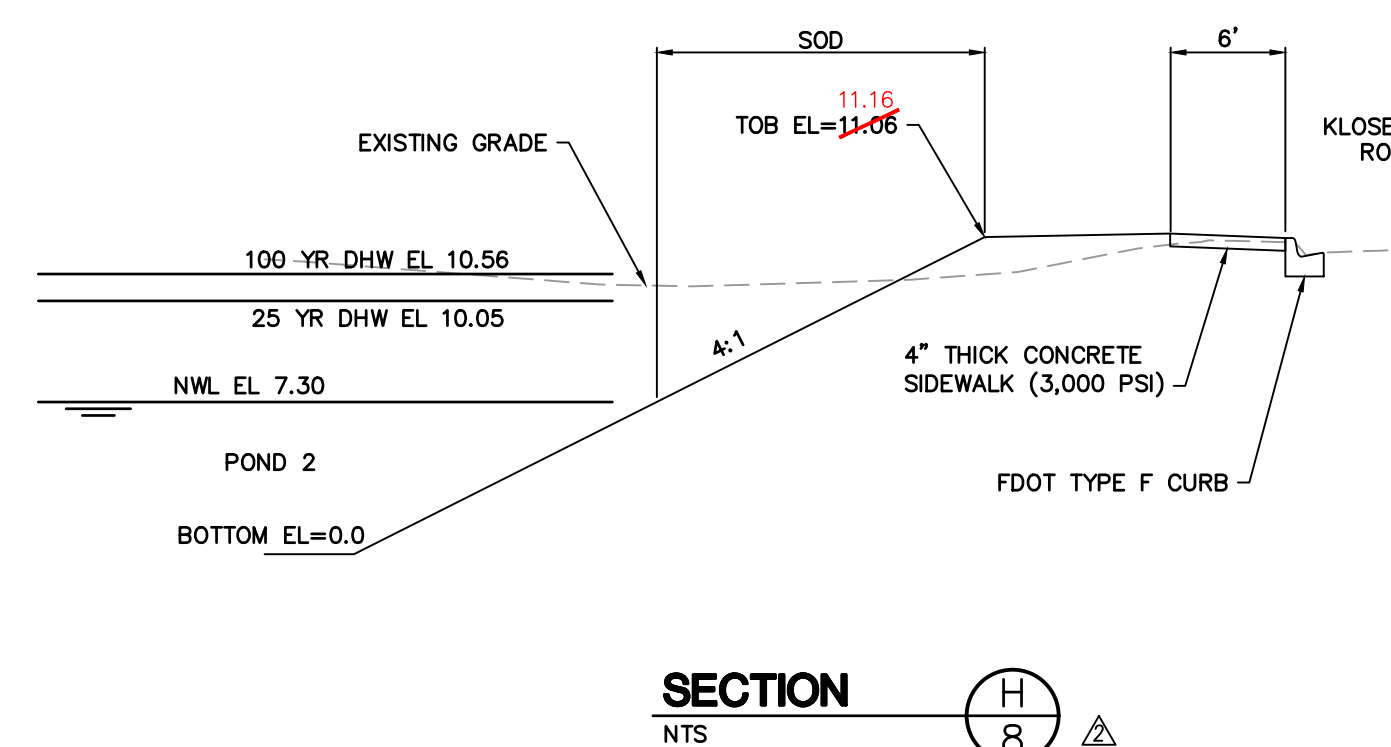
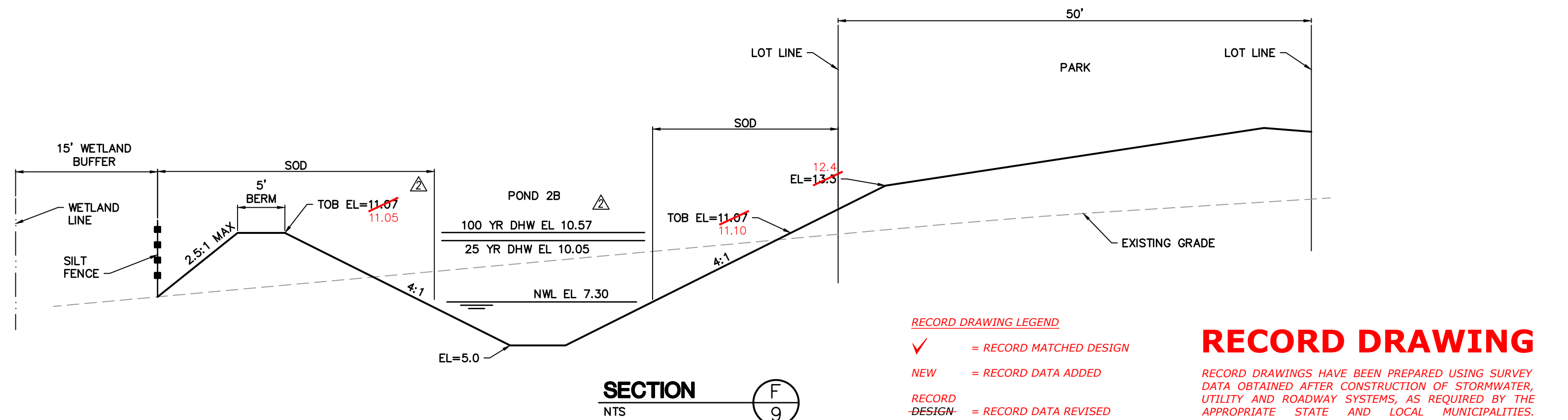
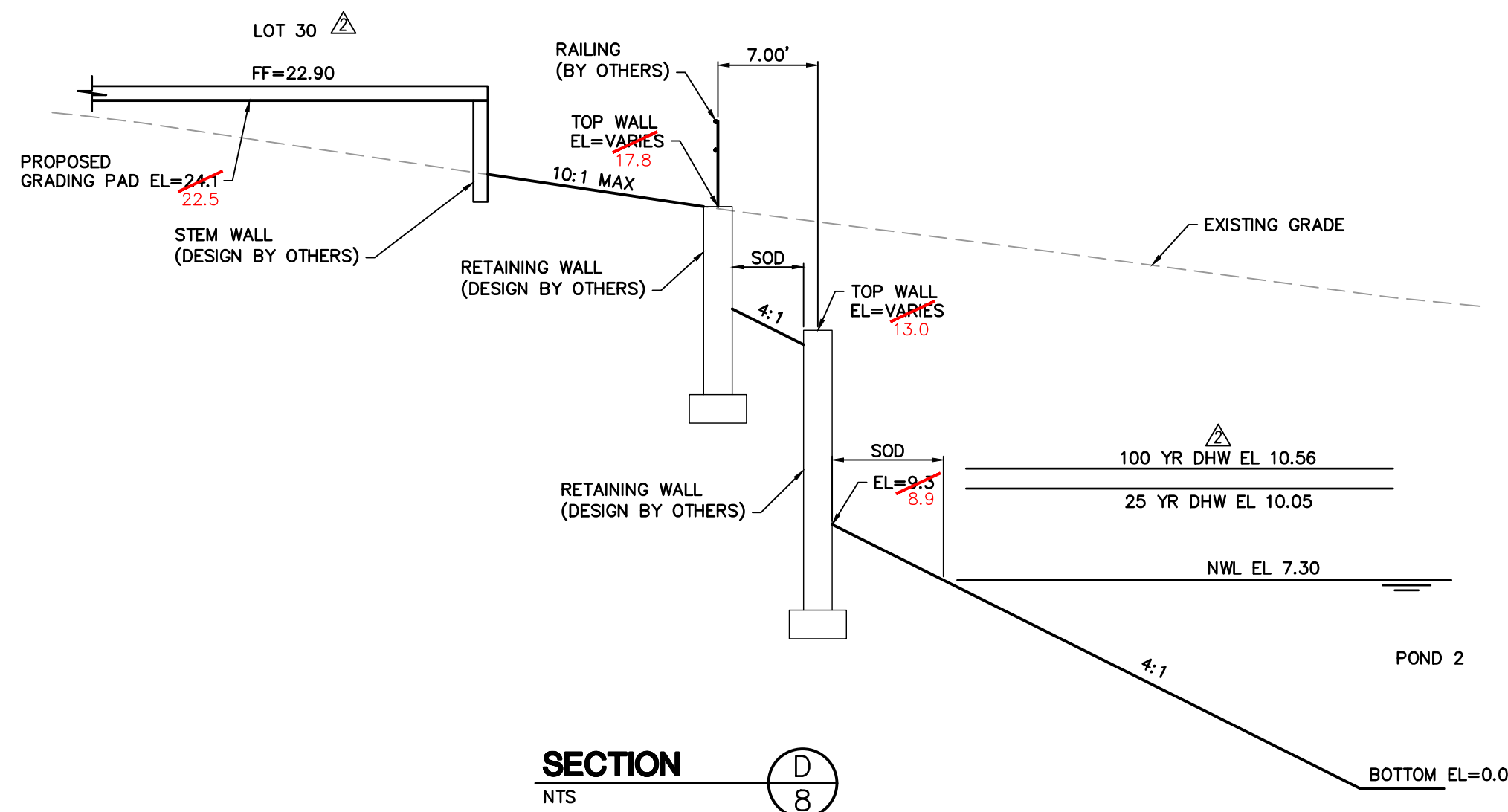
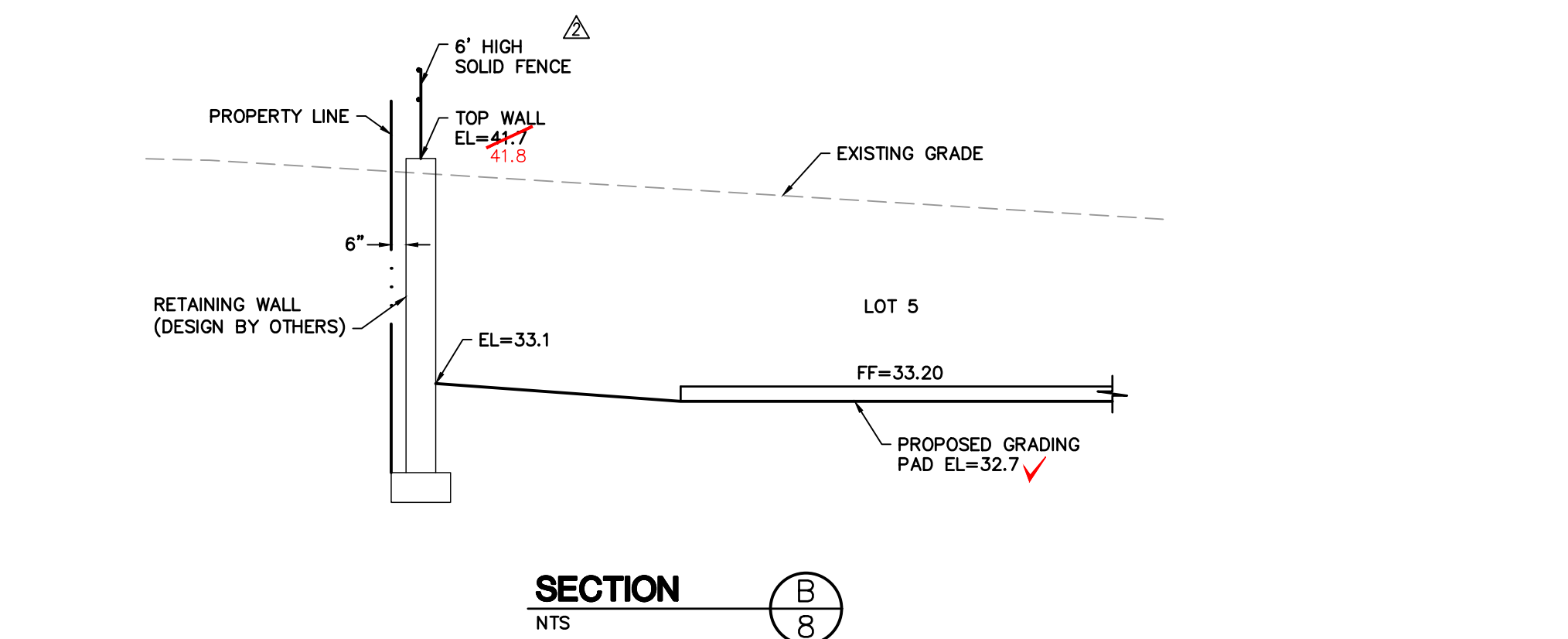
RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

DATE	NO	DATE	REVISIONS	BY	CHK	APP
Dec. 16, 2022	1	12/16/22	1	US		

Dec. 16, 2022 8:56am P:\163\Entra\Entra\Drawings\2016\_KI\SMA-25907.dwg - reopen

© Copyright 2022 Florida Land Design & Permittals Inc. Drawings, Concepts, Design may not be used without written permission.





# TECHNICAL DATA SHEET

## Geomembrane HDPE Textured SS (1)

Solmax International Inc. 2801 Hunt, Marie-Victoria, Yaregos, Qc, Canada, J3X 1P7  
Tel.: (450) 929-1234 Fax: (450) 929-2550 www.solmax.com

PROPERTY	TEST METHOD	FREQUENCY (1)	UNIT Imperial	Solmax 440ST-1000
----------	-------------	---------------	---------------	----------------------

### SPECIFICATIONS

Thickness (min. avg.)	ASTM D-5994	Every roll	mils	38.0
Lowest individual for 8 out of 10 values			mils	36
Lowest individual for 10 out of 10 values			mils	34
Asperity Height (min. avg.) (3)	GRI-GM-12	Every roll	mils	10
Resin Density	ASTM D-1505	1/Batch	g/cc	> 0.932
Melt Index - 190/2.16 (max.)	ASTM D-1238	1/Batch	g/10 min.	1.0
Sheet Density	ASTM D-1505	Every 2 rolls	g/cc	> 0.94
Carbon Black Content	ASTM D-4218	Every 2 rolls	%	> 2.0 / < 3.0
Carbon Black Dispersion	ASTM D-5596	Every 6 rolls	Category	Cat. 1 & Cat. 2
Oxidation Induction Time (min. ave)	ASTM D-3895	1/Batch	min.	100
Tensile Properties (min. avg.) (2)	ASTM D-6663	Every 2 rolls		
Strength at Yield			psi	88
Elongation at Yield			%	13
Strength at Break			psi	88
Elongation at Break			%	150
Tear Resistance (min. avg.)	ASTM D-1004	Every 6 rolls	lbs	30
Puncture Resistance (min. avg.)	ASTM D-4833	Every 6 rolls	lbs	90
Dimensional Stability	ASTM D-1204	Every 6 rolls	%	± 2
Stress Crack Resistance (SP-NTCL)	ASTM D-5397	1/Batch	hr.	300
Oven Aging - % retained after 90 days	ASTM D-5721	Per formulation		
HP OIT (min. avg.)	ASTM D-5885		%	80
UV Resistance - % retained after 1600 hr	GRI-GM-11	Per formulation	%	
HP-OIT (min. avg.)	ASTM D-5885			50

### SUPPLY SPECIFICATIONS (Roll dimensions may vary ±1%)

Roll Dimension - Width	ft	22.3
Roll Dimension - Length	ft	780
Area (Surface/Roll)	sf	17,394

## NOTES

1. Testing frequency based on standard roll dimensions and one batch is approximately 180,000 lbs (or one railcar).
2. Machine Direction (MD) and Cross Machine Direction (XMD or TD) average values should be on the basis of 5 specimens each direction.
3. Of 10 readings, 8 out of 10 must be  $\geq 7$  mils (0.18 mm), and lowest individual reading must be  $\geq 5$  mils (0.13 mm).

\* All values are nominal test results; except when specified as minimum or maximum.

\* The information contained herein is provided for reference purposes only and is not intended as a warranty of guarantee. Final determination of suitability for use contemplated is the sole responsibility of the user. SOLMAX assumes no liability in connection with the use of this information.

SHCQ-31 (Rev. 02/10/04/07) Revision Date : 12-Dec-07

# RECORD DRAWING

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

**RECORD DRAWING LEGEND**

✓	= RECORD MATCHED DESIGN
NEW	= RECORD DATA ADDED
<del>RECORD DESIGN</del>	= RECORD DATA REVISED
<del>DESIGN</del>	= RECORD NOT CONSTRUCTED

EDWARD MAZUR, JR., STATE OF  
FLORIDA PROFESSIONAL ENGINEER,  
LICENSE NO. 21318

THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY EDWARD  
MAZUR, JR., P.E. ON  
THE DATE INDICATED HERE


DIGITAL SIGNATURE (SHA1  
THUMBPRINT 51 44 A8 78 70 AA D3  
02 E1 E7 89 B3 BD  
02 B4 8F DF 6E FB 05 3D)

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED. AS THE DIGITAL SIGNATURE  
MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES

[illegible]

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
[www.fildandp.com](http://www.fildandp.com)  
E-mail: [info@fildandp.com](mailto:info@fildandp.com)  
Engineer # - CA No. 33088  
Survey # - LB8342



**Florida Land  
Design &  
Permitting**

**DAVID WEEKLEY HOMES**  
6557 GUNN HIGHWAY  
TAMPA, FL 33624  
PHONE: (813) 422-6100

---

**EAGLE CREEK ESTATES**

---

**CROSS SECTIONS**

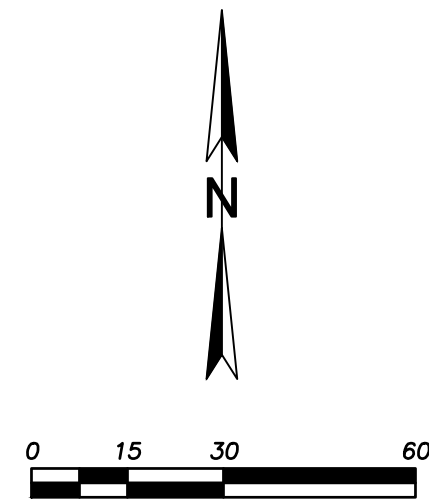
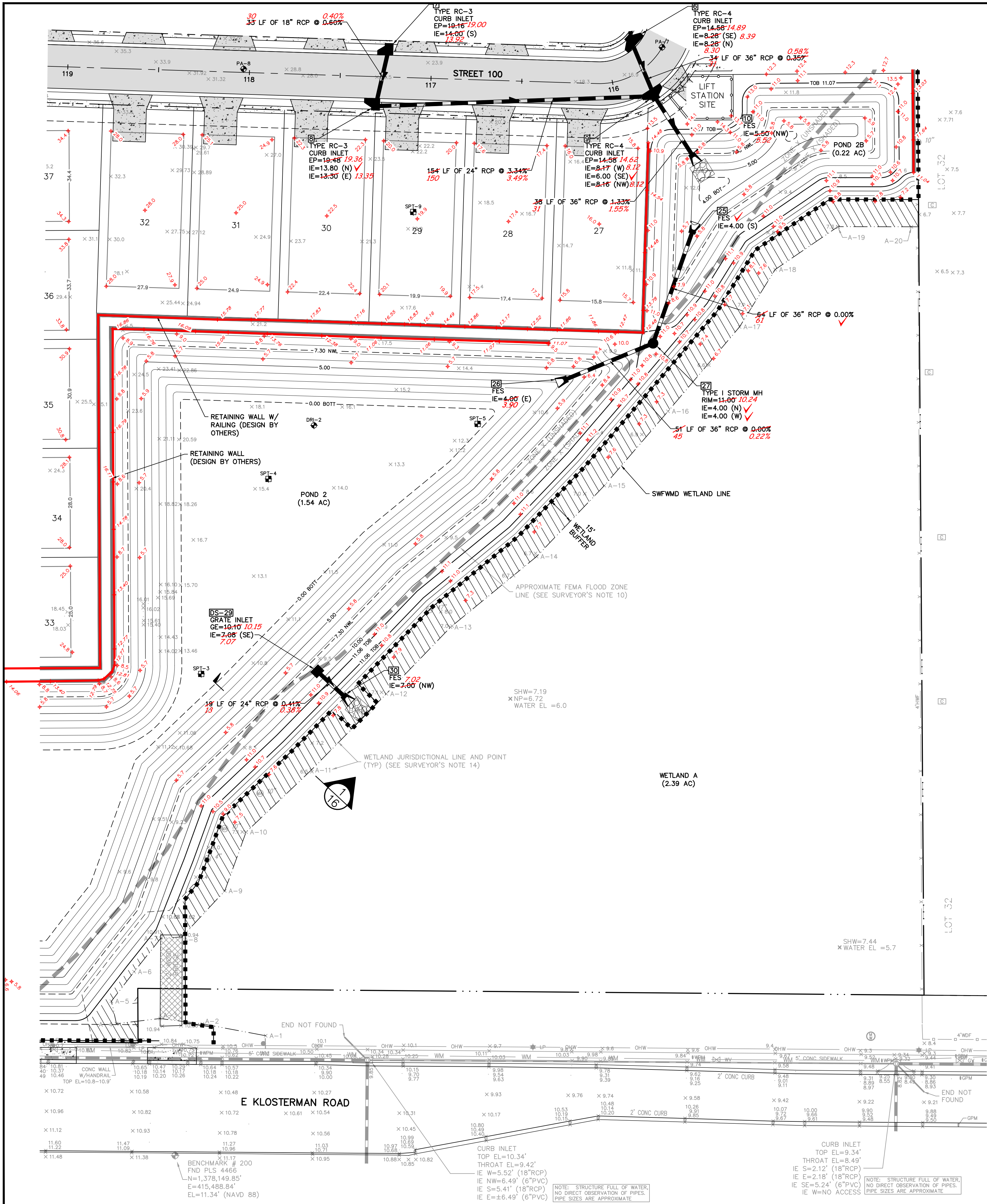
PREPARED FOR	PROJECT NAME		SHEET NAME	
	PROJECT ID 1016			
	PROJECT NO 1919-1016			
	DESIGNED PES		CHECKED PES	
	DRAWN AVS		QC EM	
DATE DECEMBER 17, 2020				
SHEET 14 OF 22				

Dec 16, 2022 @ 9:05am P:\1016\ProData\ConstDocs\Plans\1016\_KLSMN-PXSEC.dwg - rpgan



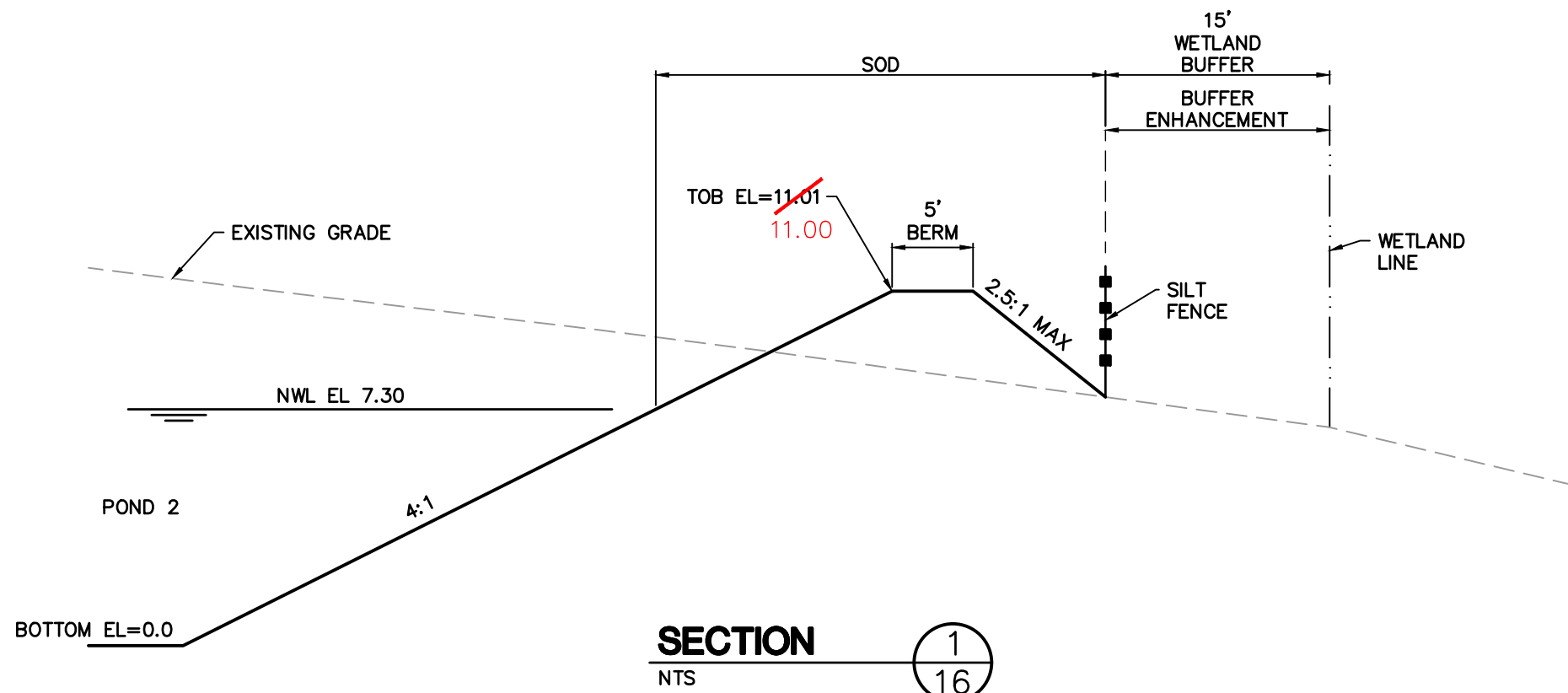






- LEGEND**
- [24] = Proposed Storm Structure Number
  - [ ] = Existing Spot Elevation
  - [ ] = Proposed Grading Pad Contour (FF -0.5')
  - [ ] = Overland Flow Direction
  - [ ] = Swale Flow Direction
  - [ ] = Concentrated Drainage Flow Direction
  - [ ] = Proposed Storm Structure & Pipe
  - [ ] = Proposed Silt Fence
  - [ ] = Wetland/Surface Water Jurisdictional Limit
  - [ ] = Wetland Buffer Line
  - [ ] = FEMA Line
  - [ ] = Retaining Wall
  - [ ] = Standard Penetration Test Boring
  - [ ] = Power Auger Boring
  - [ ] = Double Ring Infiltrometer Test And Hand Auger Boring Locations
  - [ ] = Upland Buffer Enhancement 0.20 AC
  - [ ] = Temporary Wetland Impact
  - [ ] = Outfall Rip Rap
  - [1/16] = Section Designation
  - [ ] = Sheet Where Section is Found

Eagle Creek Estates Buffer Enhancement (REQUIRED PER THE SWFWMD PERMIT)										
Mitigation Type	Zone	Acreage	Square Feet	Elevation (ft)	Scientific Name	Common Name	Relative Percent Cover	Plant Size	Spacing O.C. (ft)	Plant Quantity
Upland Enhancement	A	0.20	8,712.00	7.00	<b>Herbaceous</b>					
					<i>Andropogon glomeratus</i>	bushy bluestem	30%	4" pot	3.0	290
					<i>Callicarpa americana</i>	American beautyberry	30%	4" pot	3.0	290
					<i>Spartina bakeri</i>	sand cordgrass	15%	4" pot	3.0	145
					<b>Shrub</b>					
					<i>Myrica cerifera</i>	wax myrtle	10%	1 gal.	3.0	97
					<i>Serenoa repens</i>	saw palmetto	30%	1 gal.	5.0	105
					<b>Forested</b>					
					<i>Quercus laurifolia</i>	laurel oak	5%	3 gal.	10.0	4
					<i>Pinus elliottii var densa</i>	slash pine	20%	3 gal.	10.0	17



- RECORD DRAWING LEGEND**
- ✓ = RECORD MATCHED DESIGN
  - NEW = RECORD DATA ADDED
  - RECORD DESIGN = RECORD DATA REVISED
  - DESIGN = RECORD NOT CONSTRUCTED
  - RECORD STORM
  - RECORD SPOT ELEVATION

**RECORD DRAWING**

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE  
DIGITAL SIGNATURE (SHA1 THUMBPRINT) 51 44 A8 70 70 A4 D3 EC E1 8B 93 8D 02 84 8F 0F 4E F8 08 30  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

10-15-2020 ADDED SWFWMD PERMIT REQUIREMENT NOTE

07-29-2020 REVISED TEMPORARY IMPACT PER SWFWMD COMMENTS

04-14-2020 REMOVED SECONDARY IMPACT AND MITIGATION NOTES PER SWFWMD COMMENTS

DATE

3030 STARKER BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (772) 729-2421  
www.floridaplanet.com  
E-mail: info@floridaplanet.com  
Survey # - 108042

Florida Land Design & Permitting

DAVID WEEKLEY HOMES

6887 DUNN HIGHWAY  
JANPA, FL 33606  
PHONE: (813) 262-0100

EAGLE CREEK ESTATES

WETLAND BUFFER PLAN

PROJECT ID: 1016

PROJECT NO: 2019-1016

DESIGNED: PES CHECKED: PES

DRAWN: AVS QC: EM

DATE: DECEMBER 17, 2020

SHEET: 16 OF 22

Dec 16, 2022 @ 9:06am P:\V08\ProjData\Condos\Plans\1016\_KLSM-PMT.dwg - rpgm





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)

June 03, 2022

Eagle Creek Estates Property Owners Association, Inc.  
Attn: Vinny Cotignola  
3903 Northdale Blvd. Suite 280E  
Tampa FL 33624

Subject: **Transfer to Operation Phase**  
Project Name: Eagle Creek Estates  
Permit No.: 43044795.000  
Compliance No.: 419362  
County: Pinellas  
Sec/Twp/Rge: S19/T27S/R16E

Dear Mr. Cotignola:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information, inspected the project and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with state law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at <http://watermatters.org/wmiserp>.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every five (5) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, <http://www.watermatters.org/permits/erp>, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) –Request To Transfer Permit available on the District's website, <http://www.watermatters.org/permits/erp>.

If you have questions, please contact Martin Russum, P.E. at the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

DK:GMR:sg

cc: Edward Mazur, Jr, P.E., Florida Land Design & Permitting





# FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office  
13051 North Telecom Parkway #101  
Temple Terrace, Florida 33637-0926

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

January 20, 2022

Gary Miller, Land Development Manager  
David Weekley Homes of Florida Inc.  
3903 Northdale Boulevard, Suite 280E  
Tampa, FL 33624  
[gmiller@dwhomes.com](mailto:gmiller@dwhomes.com)

Re: Final Clearance: Installation of approximately 35 linear feet of eight-inch watermain upstream master meter.  
Project: Eagle Creek Estates  
FDEP Permit No.: 0126859-147-DS/C  
PWS ID No.: 652-1784  
County: Pinellas

Dear Mr. Miller:

The Department has received your *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* [FDEP Form 62-555.900(9)] and supporting documents for the above-referenced project. This project was approved for construction under the FDEP permit number identified above and completed without substantial deviations, as noted in FDEP Form 62-555.900(9).

The submitted documents indicate compliance with the clearance procedures identified in Rule 62-555.345, Florida Administrative Code (F.A.C.). Therefore, the Department is issuing this letter of release to place the above-referenced water distribution system segment / segments into service.

Please note that public water supply systems must comply with any changes and/or revisions to applicable laws and regulations, which affect operating procedures and/or quality standards.

If you have any questions or comments, please contact me at (813) 470-5936 or via email at [Karla.A.Lopez@FloridaDEP.gov](mailto:Karla.A.Lopez@FloridaDEP.gov).

Sincerely,

A handwritten signature in black ink, appearing to be "KL" or "Karla", written over a horizontal line.

Karla Lopez  
Engineering Specialist  
Permitting & Waste Cleanup Program

cc: Ray Page, City of Tarpon Springs, [rpage@ctsfl.us](mailto:rpage@ctsfl.us)  
Edward Mazur, Jr., P.E., Florida Land Design & Permitting, Inc., [emazur@fldandp.com](mailto:emazur@fldandp.com)  
Daniel Adamczyk, P.E., Florida Land Design & Permitting, Inc., [dadamczyk@fldandp.com](mailto:dadamczyk@fldandp.com)  
Paul E. Skidmore, P.E., Florida Land Design & Permitting, Inc., [pskidmore@fldandp.com](mailto:pskidmore@fldandp.com)  
Karla Lopez, DEP – SWD, [karla.a.lopez@floridadep.gov](mailto:karla.a.lopez@floridadep.gov)

**From:** [Robin, Mandela](#)  
**Sent:** Thursday, May 19, 2022 12:56 PM  
**To:** [Miller, Gary](#)  
**Cc:** [EMazur@fldandp.com](#); [dadamczyk@fldandp.com](#);  
[dsmith@fldandp.com](#); [rpage@ctsfl.us](#); [Robin, Mandela](#)  
**Subject:** Wastewater Notification Received - Facility ID: FL0030406, CS52-  
0117033-124-DWC/CM - Eagle Creek Estates Wastewater - Final Clearance

---

Greetings,

This is to acknowledge that the Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation, for the subject-referenced project, was received on May 12, 2022

The form and supporting information fulfills the requirements to request approval from DEP to place the domestic wastewater collection/transmission system into operation and that the project, as described, has been constructed in accordance with the associated DEP Permit Number and related plans and materials.

**The Department is providing this notice of release to place the above-referenced domestic wastewater collection/transmission system into service.** Pursuant to 62-604.700, F.A.C., portions of this project that have not been cleared for service may not be placed into operation for any purpose other than testing for leaks or equipment operation. This Clearance Notification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, city, etc.) that may be required for the project.

Please be advised that 62-604.700, F.A.C. was revised on October 4, 2021. Future clearance requests should be submitted through the Business Portal at <http://www.fldepportal.com/go/>.

Thank you for your attention to this matter.

Florida Department of Environmental Protection  
Southwest District Office





ALL ELEVATIONS ARE BASED ON NAVD-1988 DATUM.

2. THE PROJECT IS WITHIN FLOOD ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12103C0076G DATED SEPTEMBER 3, 2003.

3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE VICINITY OF TREES TO REMAIN AND IS RESPONSIBLE FOR ANY DAMAGE RESULTING FROM HIS WORK.

4. THE LOCATION OF EXISTING UTILITIES ARE APPROXIMATELY AS SHOWN. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO CONSTRUCTION IN THEIR VICINITY. THE CONTRACTOR SHALL NOTIFY ALL CONCERNED PUBLIC AGENCIES AND UTILITY COMPANIES IN THE AREA PRIOR TO CONSTRUCTION, INCLUDING 'SUNSHINE' AT 811.

5. THE CONTRACTOR SHALL EXPOSE ALL EXISTING UTILITIES TO BE EXTENDED, CONNECTED TO, OR CROSSED FOR VERIFICATION OF THEIR LOCATION AND ELEVATION. CONFLICTS, IF ANY, SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.

6. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM OR FRONTIER.

7. ELECTRICAL SERVICE WILL BE PROVIDED BY DUKE ENERGY.

8. ALL OPEN/DISTURBED AREAS TO BE STABILIZED AS SOON AS PRACTICAL. AREAS WHERE SOD IS REQUIRED ON A SLOPE SHALL BE STAKED AS NECESSARY TO PREVENT DISPLACEMENT.

9. EXCESS FILL MATERIAL IS NOT ANTICIPATED ON THIS PROJECT.

10. ON-SITE STREET LIGHTING WILL BE PROVIDED BY THE OWNERS WITH SERVICE, PROVIDED BY DUKE ENERGY.

11. DURING CONSTRUCTION ACTIVITIES, SHOULD EVIDENCE OF HISTORIC RESOURCES, INCLUDING, BUT NOT LIMITED TO, ABORIGINAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS BE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) SHALL BE NOTIFIED IMMEDIATELY.

12. IF, DURING CONSTRUCTION, EVIDENCE OF STATE AND FEDERALLY PROTECTED PLANTS AND/OR ANIMAL SPECIES, OTHER THAN THOSE IDENTIFIED ON THE PERMITS ISSUED FOR THE PROJECT, WORK SHALL STOP IMMEDIATELY, AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SHALL BE NOTIFIED WITHIN TWO WORKING DAYS.

13. THE ENGINEER CERTIFIES THAT THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT.

14. NO IRRIGATION SYSTEM OR LANDSCAPING SHALL BE INSTALLED IN ANY CITY, COUNTY OF STATE RIGHT-OF-WAY WITHOUT ISSUANCE OF APPROPRIATE RIGHT-OF-WAY USE PERMITS.

15. OWNER/DEVELOPER ACKNOWLEDGES THAT THE SITE, AND ITS SUBSEQUENT BUILDING PERMITS, SHALL COMPLY WITH ALL ZONING CONDITIONS.

16. ALL STRUCTURES INCLUDING BUFFER WALLS, RETAINING WALLS, SIGNAGE, ETC., REQUIRE SEPARATE BUILDING PERMITS. TO BE OBTAINED BY OTHERS.

17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME, FAMILIAR WITH PERMIT CONDITIONS, AND INSPECTION REQUIREMENTS, OF THE GOVERNMENTAL AGENCIES AND COMPLY WITH ALL CONDITIONS/REQUIREMENTS.

18. CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.

19. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT OCCURS AS A RESULT OF THE CONTRACTOR'S WORK.

20. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE ENGINEER. FAILURE TO OBTAIN ENGINEER'S COMMENTS BEFORE INSTALLATION MAY RESULT IN REPLACEMENT AT CONTRACTOR'S EXPENSE.

21. CONTRACTOR SHALL VERIFY THE LENGTHS OF ALL PIPE PRIOR TO BIDDING, NO EXTRAS WILL BE APPROVED FOR ADDITIONAL LENGTHS, EXCEPT AS THE RESULT OF PLAN CHANGES.

22. ADJUSTMENTS OF INLETS, JUNCTION BOXES, MANHOLE TOPS, WATER VALVES, WATER METERS, ETC., SHALL BE INCLUDED IN THE CONTRACTOR'S BID AND NO CLAIM SHALL BE MADE AGAINST THE OWNER FOR THESE ADJUSTMENTS, IF REQUIRED.

**SAFETY**

1. DURING THE CONSTRUCTION OF THIS PROJECT, ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE PUBLIC AND THE SAFETY OF ALL PERSONNEL ON-SITE, AT ALL TIMES.

2. THE CONTRACTOR SHALL ALWAYS EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE THE TIME NEEDED BY THE UTILITY COMPANIES TO FIELD LOCATE EXISTING UNDERGROUND UTILITIES. CALL 'SUNSHINE' 811.

3. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

4. CONTRACTOR SHALL PROVIDE AND MAINTAIN ITS OWN SAFETY EQUIPMENT IN ACCORDANCE WITH ITS LOCAL, STATE, FEDERAL AND ALL OTHER APPLICABLE HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING ITS EMPLOYEES AND SUBCONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES, SUBCONTRACTORS, SUBCONTRACTOR'S EMPLOYEES, ETC., COMPLY WITH ALL APPLICABLE REQUIREMENTS. CONTRACTOR SHALL REMAIN IN COMPLIANCE WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS ENVIRONMENTAL PROTECTION LAWS.

5. ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS. PARTICULAR ATTENTION SHALL BE GIVEN TO 29 CFR PART 1926, SUBPART P.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING AND/OR SHORING AS NECESSARY. ALL LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

7. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE "THE STATE OF FLORIDA, MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

8. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.

9. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC PLAN, IF APPLICABLE, MUST BE SUBMITTED TO AND APPROVED BY, THE APPROPRIATE GOVERNMENTAL AGENCIES PRIOR TO BEGINNING ANY CONSTRUCTION.

**CLEARING AND SITE PREPARATION**

1. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE PROVIDED AS SUCH FOR THE CONTRACTOR/SUBCONTRACTORS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. IT SHALL BE THE CONTRACTOR'S/SUBCONTRACTOR'S RESPONSIBILITY TO CONTACT 'SUNSHINE 811' TO MAKE THE NECESSARY ARRANGEMENTS FOR EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR/SUBCONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY.

2. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.

3. BEFORE ANY SITE WORK BEGINS, ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PROTECTION BARRICADES MEETING THE MINIMUM CODE REQUIREMENTS OF THE LOCAL MUNICIPALITY, PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED.

4. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL NOT PLACE SOIL, DEBRIS, OR OTHER MATERIAL, MACHINERY OR OTHER EQUIPMENT WITHIN THE DRIP LINE OF A TREE TO REMAIN ON THE SITE.

5. ALL TREES SHOWN TO REMAIN, AS SHOWN ON THE CONSTRUCTION PLANS, SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. THE CONTRACTOR SHALL MAINTAIN THESE TREES IN GOOD CONDITION UNTIL ALL CONSTRUCTION HAS BEEN COMPLETED.

6. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE NATIONAL ARBORIST ASSOCIATION (NAA) PRUNING STANDARDS.

7. ALL TREE ROOTS EXISTING WITHIN APPROVED AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA AS SHOWN ON THE TREE REMOVAL PLAN.

**EROSION/SEDIMENT/TURBIDITY CONTROL**

1. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL PUBLISHED BY FDEP.

11. NO EXCAVATIONS SHALL EXTEND BELOW THE PERMITTED ELEVATIONS SHOWN ON THE APPROVED PLANS. NO CONFINING UNIT OF CLAYEY MATERIAL SHALL BE BREACHED, OR LIMESTONE MATERIALS SHALL BE BREACHED, OR EXCAVATIONS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION ELEVATIONS. IF ANY LOWER CONFINING UNIT OF CLAYEY MATERIALS OR LIMESTONE MATERIALS ARE BREACHED ABOVE THE PERMITTED ELEVATIONS, THE EXCAVATION OPERATIONS SHALL CEASE IN THE AREA AND THE CONTRACTOR SHALL STOP AND A MINIMUM OF 2 FEET OF CLAY SHALL BE BACKFILLED AND COMPACTED TO THE ENGINEER'S SATISFACTION. SWFMD MUST ALSO BE CONTACTED IF ANY EXCAVATION OF CLAYS UNINTENTIONALLY BREACHES THE CONFINING LAYER.
12. ALL PORTIONS OF STORM DRAINAGE SYSTEM SHALL BE SUBJECT TO A VISUAL OBSERVATION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE.
13. GEOTECHNICAL ENGINEER TO SUPPLY THE ENGINEER WITH A PHOTOCOPIY OF ALL TESTS RESULTS. THE GEOTECHNICAL ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN WRITING, THAT ALL TESTING REQUIREMENTS OF THE FLORIDA WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) HAVE BEEN SATISFIED.
14. PIPE LENGTHS INDICATED ARE APPROXIMATE AND MEASUREMENTS ARE TO CENTER OF STRUCTURES FOR INLETS AND STORM MANHOLES. MITERED END SECTIONS AND FLARED END SECTIONS ARE APART OF PIPE LENGTHS. CURB INLET STATIONS AND OFFSETS ARE CALCULATED TO EDGE OF PAVEMENT, CENTER OF BOX. ALL PIPE LENGTHS ARE APPROXIMATE.
15. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
16. CONTRACTOR SHALL INSTALL 1/2"BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND STRUCTURES.
17. ALL PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX NO. 17346, SHEETS 1-7.
18. ALL UNDERGROUND UTILITIES INCLUDING CONDUITS FOR ELECTRICAL, CABLE, IRRIGATION AND TELEPHONE, ETC., SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
19. A GEOTECHNICAL TESTING COMPANY SHALL BE PRESENT DURING ALL PHASES OF POND EXCAVATION, TO OBSERVE POND EXCAVATION ACTIVITIES. SHOULD MEROCK BE ENCOUNTERED EXCAVATION IN THE AREA SHALL STOP AND A MINIMUM OF 2 FEET OF CLAY SHALL BE BACKFILLED AND COMPACTED TO THE GEOTECH'S SATISFACTION.
20. CONTRACTOR SHALL PREVENT FLOATION OF ALL STRUCTURE DURING CONSTRUCTION.

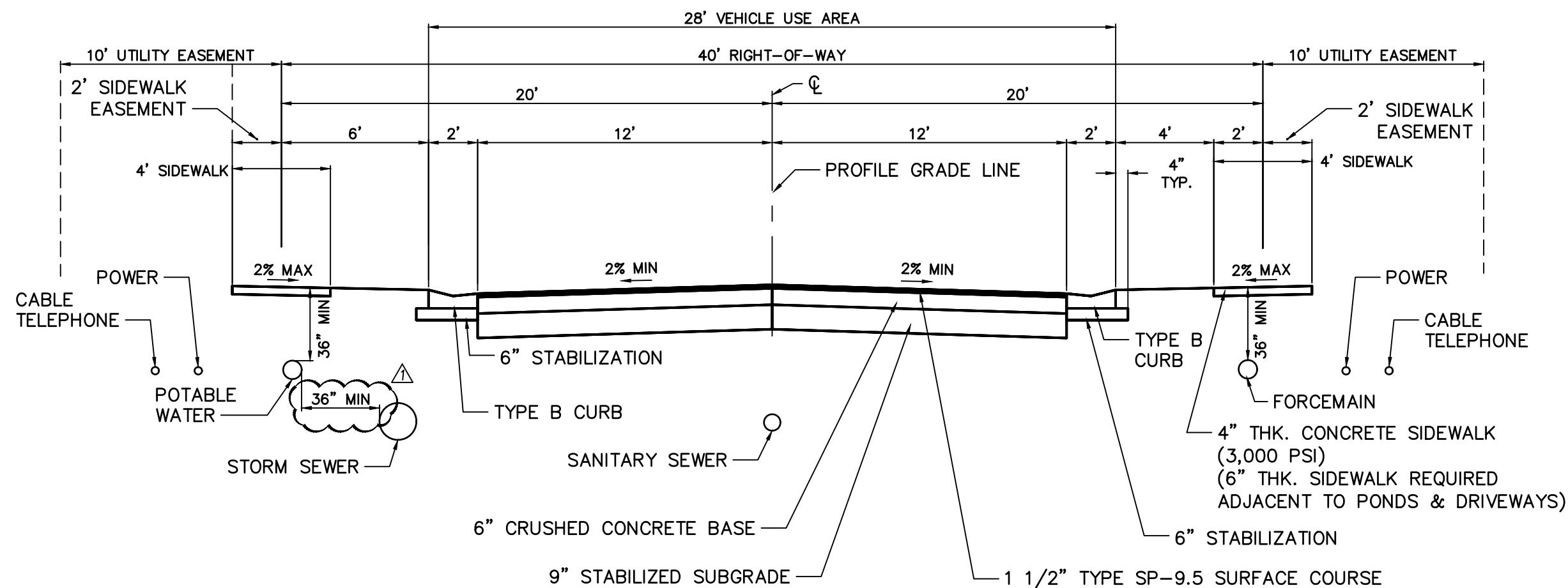
1. PVC PIPE (6" & 8" ) SANITARY SEWER  
PVC PIPE (SDR 35) POLYVINYL CHLORIDE SEWER PIPE SHALL CONFORM TO ASTM D-3034 SDR35 D-1784 (PVC COMPOUND). LATEST REVISION, OR AS OTHERWISE SPECIFIED. ALL PVC SEWER PIPE SHALL BE 100% VIRGIN POLYMER. THE MANUFACTURERS NAME, NOMINAL PIPE SIZE, APPROX. POUNDS PER FOOT, CODE OR PVC CELL CLASSIFICATION, STANDARD DIMENSION RATIO NUMBER, PRODUCT TYPE, STANDARD SPECIFICATION DESIGNATION, PRODUCTIONS RECORD CODE AND NSF CERTIFICATION SEAL AND WILL BE COLOR CODED GREEN. PIPE WILL BE A MAXIMUM 12.5 FT LAYING LENGTH. APPROVED PRODUCTS: J-M/BELL, DAVIS, E.T.I. CERTAINTED (W/INTEGRAL BELL), AQUA-TITE, NORTHSTAR, CANTEX, VULCAN, DAVIS-DAYTITE.

2. PVC PIPE (LESS THAN 4" ) WATER DISTRIBUTION  
PVC PIPE LESS THAN 4" SHALL BE MADE FROM CLEAN, NEW NSF APPROVED TYPE 1, GRADE 1, PVC CONFORMING TO ASTM SPECIFICATIONS D1784 AND D2241 OR LATEST REVISIONS THEREOF, AND BE SUITABLE FOR USE AT MAXIMUM HYDROSTATIC WORKING PRESSURES OF 200 PSI AT 23 DEGREES C (73.4 DEGREES F). PIPE SHALL BE FURNISHED IN STANDARD 20 LENGTHS WITH JOINTS BEING OF THE PUSH-ON TYPE. ALL PIPE SHALL BE MARKED WITH THE NSF MARK. PIPE SHALL BE MARKED WITH THE NSF MARK INDICATING ITS APPROVAL FOR POTABLE WATER. ALL PIPE SHALL BE CLEAN AND ENDS SHALL BE TARPED DURING SHIPMENT. APPROVED PRODUCTS: J-M, CERTAINTED WITH INTEGRAL BELL, H&W, H&W.

3. PVC PIPE (4" AND ABOVE) WATER DISTRIBUTION  
PVC PIPE (C900): PVC PIPE (4" AND LARGER) SHALL IN ACCORDANCE WITH AWWA C900, WITH PUSH-ON INTEGRAL BELL JOINTS AND SUPPLIED IN STANDARD 20 LENGTHS. NO SOLVENT-CEMENT PIPE OR FITTINGS SHALL BE USED. ALL PIPE SHALL BE MARKED WITH CLASS 150 WITH A DR OF 18. PIPE SHALL BE 8" AND ABOVE SHALL BE PRESSURE CLASS 150 WITH A DR OF 18. PIPE SHALL BE MARKED AS DETAILED IN AWWA C900 AND BE FURNISHED WITH AN AFFIDAVIT THAT IT COMPLIES WITH THE REQUIREMENTS OF AWWA C900. ALL PIPE SHALL BE CLEAN. INSIDE FIRE PROOF JOINT LOOP WITH BUILDING PERIMETERS SHALL BE MARKED 200 WITH A DR OF 18. PIPE FURNISHED UNDER THIS SPECIFICATION WILL BE COLOR CODED BLUE. ALL PIPE SHALL BE CLEANED AND ENDS SHALL BE TARPED DURING SHIPMENT. APPROVED PRODUCTS: J-M/BELL BRUTE, H&W, E.T.I. CERTAINTED (W/INTEGRAL BELL), AQUATITE, NORTHSTAR CAN-TEX, VULCAN DAVIS DAYTITE.

4. DUCTILE IRON PUSH-ON PIPE, CLASS 50 (6" - 12"), CLASS 51 (4")  
DUCTILE IRON PUSH-ON PIPE SHALL BE THICKNESS OF THE APPROPRIATE CLASS AND SHALL CONFORM TO AWWA C151. ALL PIPE SHALL BE MARKED WITH THE NSF MARK. PIPE SHALL BE FURNISHED IN STANDARD 18' LAYING LENGTHS WITH ALL JOINT MATERIAL INCLUDING GASKETS AND LUBRICANTS. PIPE SHALL BE LINED WITH A STANDARD THICKNESS CEMENT LINING AND SHALL CONFORM TO AWWA C104-80. APPROVED PRODUCTS: CLOW, AMERICAN CAST IRON-FASTITE, US PIPE & FOUNDRY, MCWANE-TYTON, GRIFFIN.

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.



STRUCTURAL NUMBER CALCULATION FOR STANDARD DUTY ROADWAY			
CRUSHED CONCRETE BASE			
1 1/2" ASPHALT	1.5 X 0.44	=	0.66
6" CRUSHED CONCRETE BASE (LBR-150)	6 X 0.18	=	1.08
9" SUB-BASE (LBR-40)	9 X 0.08	=	0.72
TOTAL PROVIDED		=	2.46

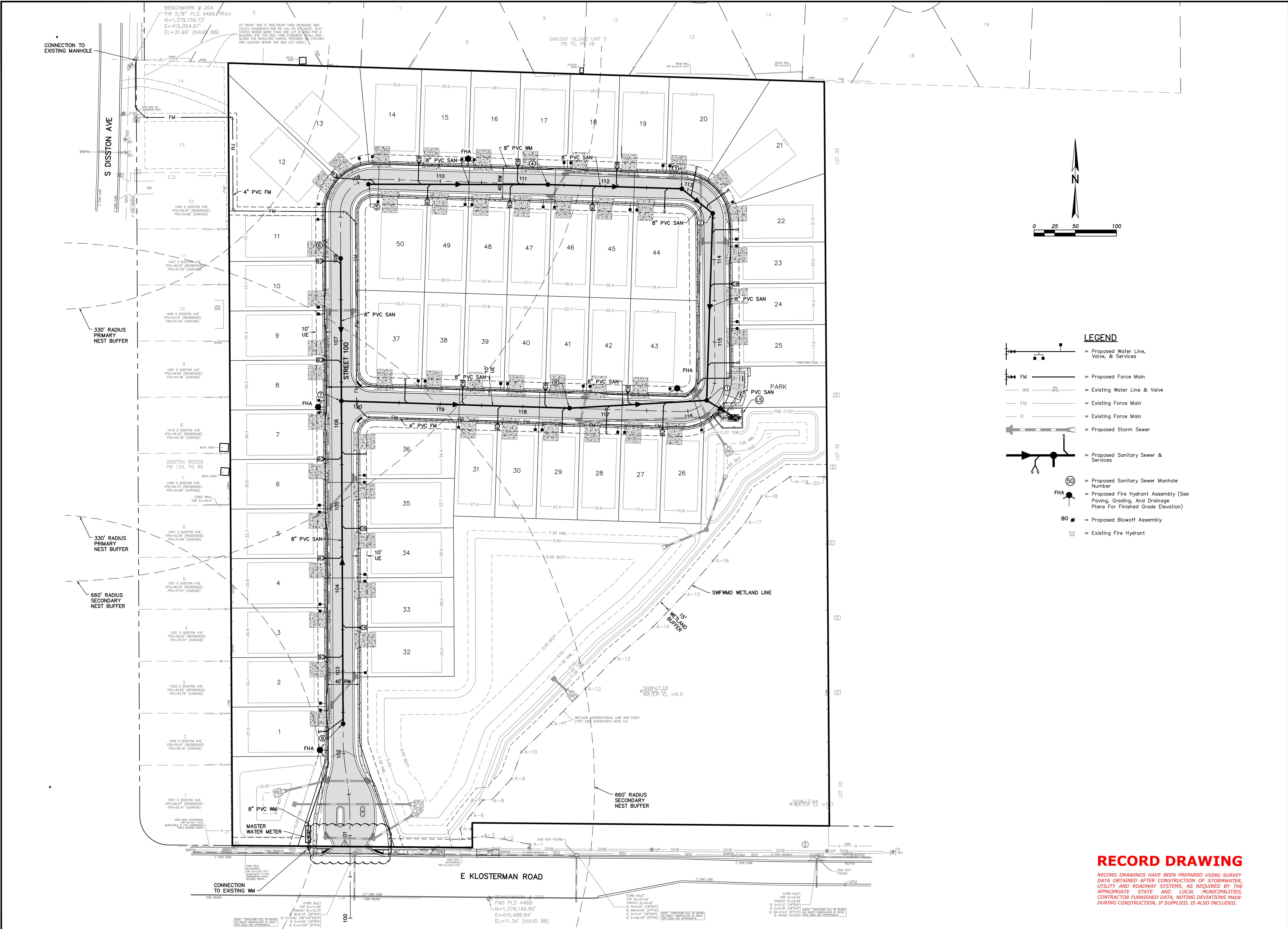
STRUCTURAL NUMBER CALCULATION FOR TYPE 2, 3, & 4 STREETS  
- LIMEROCK BASE

1 1/2" ASPHALT	1.5 X 0.44	= 0.66
6" LIMEROCK (LBR-100)	6 X 0.18	= 1.08
9" SUB-BASE (LBR-40)	9 X 0.08	= 0.72
<hr/>		
TOTAL PROVIDED		= 2.46

ALL BASE AND SUBGRADE SHALL BE COMPACTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, JULY 2018 (OR LATEST).

SUBDIVISION TO BE PRIVATE. ROADWAY, STORMWATER AND UTILITIES WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.





RECORD DRAWING

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

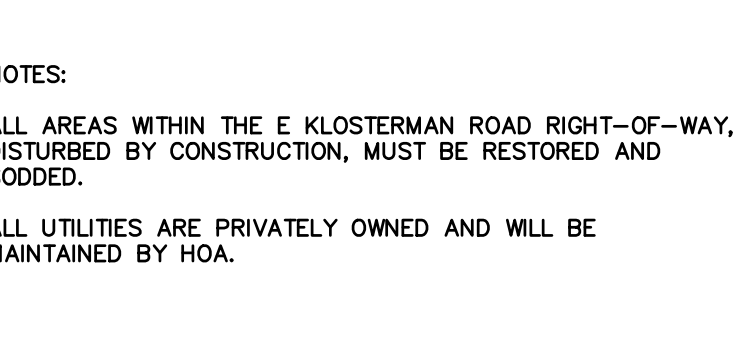
EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318	
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE	
DIGITAL SIGNATURE (SHA1 THUMBPRINT) 01 44 A8 7D 79 A4 D3 EC E1 8B 93 8D 02 84 8F 0F 4E FB 05 3D	
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES	
DATE	11-12-2020
REVISION	ENTRANCE REVISED TO 40' AT PROPERTY LINE PER PC COMMENTS

3030 STARKER BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (737) 729-2421  
www.floridaland.com  
E-mail: info@floridap.com  
Engineer # CA No. 33088  
Survey # L08342

**Florida Land Design & Permitting**

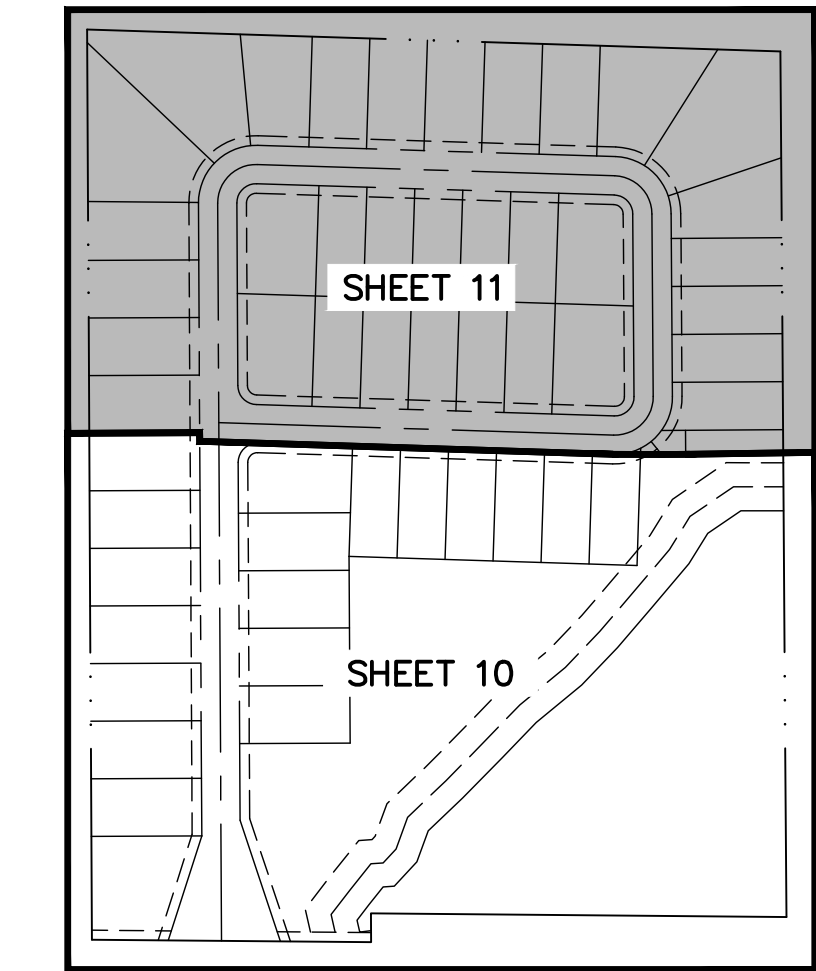
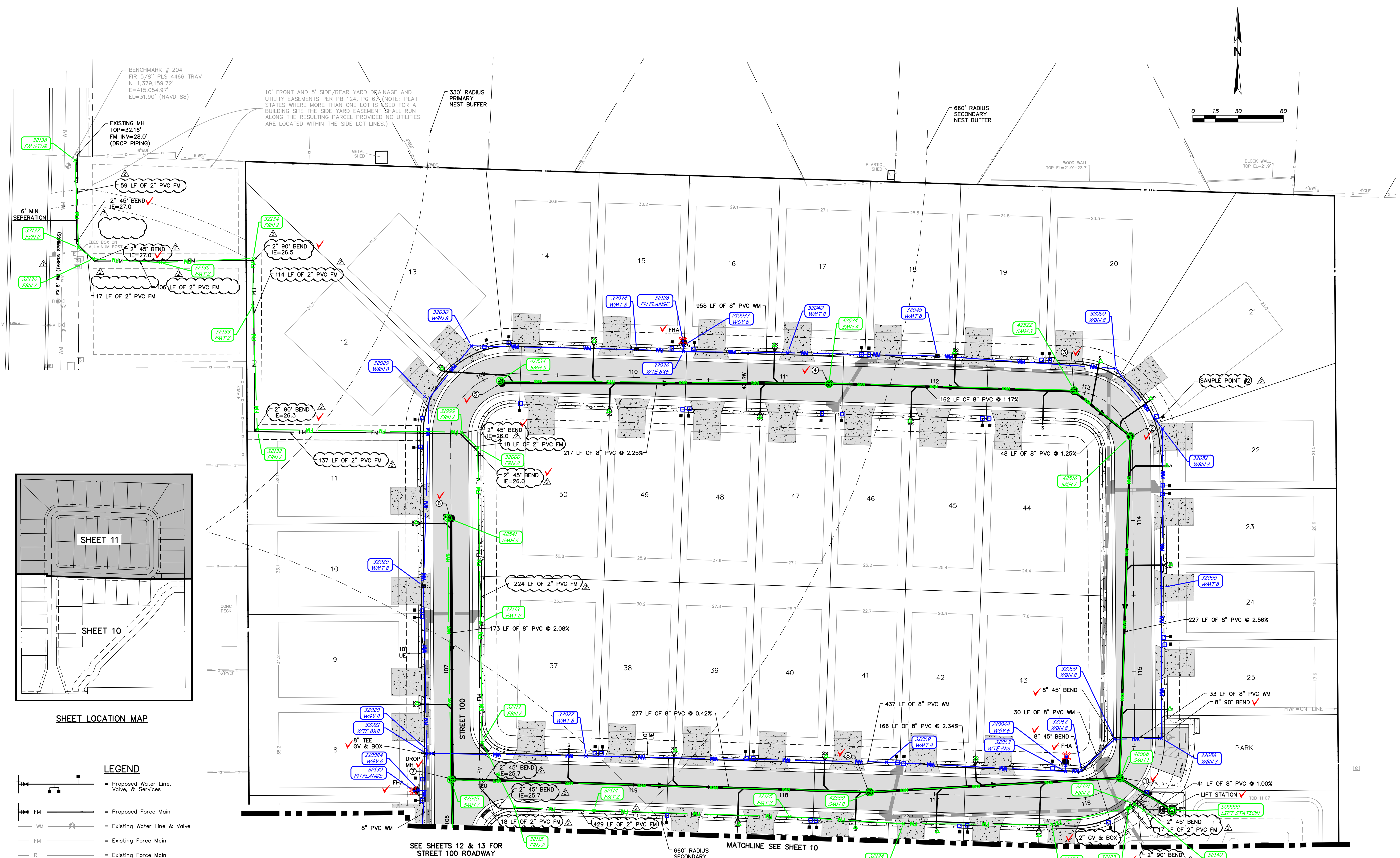
DAVID WEEKLEY HOMES				EAGLE CREEK ESTATES				OVERALL UTILITY PLAN			
PREPARED FOR				PROJECT NAME				SHEET NAME			
6500 W. UNIVERSITY TAMPA, FL 33624 PHONE: (813) 422-6100											
PROJECT ID				1016							
PROJECT NO				2019-1016							
DESIGNED		PES		CHECKED		PES					
DRAWN		AVS		QC		EM					
DATE				DECEMBER 17, 2020							
SHEET				7				OF 22			





<b>DAVID WEEKLEY HOMES</b> 6587 GUNN HIGHWAY TAMPA, FL 33624 PHONE (813) 422-6100		<b>EAGLE CREEK ESTATES</b>		<b>UTILITY PLAN (1)</b>	
PROJECT NAME		1016			
PROJECT NO		2019-1016			
DESIGNED	PES	CHECKED	PES		
DRAWN	AVS	QC	EM		
DATE DECEMBER 17, 2020					
SHEET 10 OF 22					





SHEET LOCATION MAP

- LEGEND**
- Proposed Water Line, Valve, & Services
  - Proposed Force Main
  - Existing Water Line & Valve
  - Existing Force Main
  - Existing Force Main
  - Proposed Storm Sewer
  - Proposed Sanitary Sewer & Services
  - Proposed Sanitary Sewer Manhole Number
  - Proposed Fire Hydrant Assembly (See Paving, Grading, And Drainage Plans For Finished Grade Elevation)
  - Proposed Blowoff Assembly
  - Existing Fire Hydrant

- RECORD DRAWING LEGEND**
- RECORD MATCHED DESIGN
  - RECORD DATA ADDED
  - RECORD DATA REVISED
  - RECORD NOT CONSTRUCTED
  - FIRE HYDRANT
  - RECORD POTABLE WATER WATER SERVICE WHIP TOP OF PIPE EL
  - RECORD SANITARY SANITARY SERVICE
  - RECORD FORCEMAIN TOP OF PIPE EL

**RECORD DRAWING**

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE

DIGITAL SIGNATURE (SHA1 THUMBPRINT) 01 44 A8 70 70 AA D3 EC E1 B8 93 8D 02 84 8F D7 4E F8 08 30

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

NO.	DATE	REVISIONS
1	12-17-2020	REVISED 4" FM TO 2" FM, ADDED SAMPLE POINT #2
2	12-09-2020	IDENTIFIED UTILITIES PER PC COMMENTS

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (737) 429-2421  
www.floridaland.com  
E-mail: info@floridaland.com  
Survey # - 168042

**Florida Land Design & Permitting**

**DAVID WEEKLEY HOMES**  
6687 DUNN HIGHWAY  
JANPA, FL 33606  
PHONE: (813) 262-0100

**EAGLE CREEK ESTATES**

UTILITY PLAN (2)

PROJECT ID	PROJECT NO	DESIGNED	CHECKED
1016	2019-1016	PES	PES
		AVS	EM

DATE: DECEMBER 17, 2020

SHEET 11 OF 22







1. ALL ELEVATIONS ARE BASED ON NAVD-1988 DATUM.

2. THE PROJECT IS WITHIN FLOOD ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12103C0076G DATED SEPTEMBER 3, 2003.

3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE VICINITY OF TREES TO REMAIN AND IS RESPONSIBLE FOR DAMAGE RESULTING FROM HIS WORK.

4. THE LOCATION OF EXISTING UTILITIES ARE APPROXIMATELY AS SHOWN. THE CONTRACTOR IS RESPONSIBLE TO ATTEMPT TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO CONSTRUCTION IN THEIR VICINITY. THE CONTRACTOR SHALL NOTIFY ALL CONCERNED PUBLIC AGENCIES AND UTILITY COMPANIES IN THE AREA PRIOR TO CONSTRUCTION, INCLUDING 'SUNSHINE' AT 811.

5. THE CONTRACTOR SHALL EXPOSE ALL EXISTING UTILITIES TO BE EXTENDED, CONNECTED TO, OR CROSSED FOR VERIFICATION OF THEIR LOCATION AND ELEVATION. CONFLICTS, IF ANY, SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.

6. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM OR FRONTIER.

7. ELECTRICAL SERVICE WILL BE PROVIDED BY DUKE ENERGY.

8. ALL OPEN/DISTURBED AREAS TO BE STABILIZED AS SOON AS PRACTICAL. AREAS WHERE SOD IS REQUIRED ON A SLOPE SHALL BE STAKED AS NECESSARY TO PREVENT DISPLACEMENT.

9. EXCESS FILL MATERIAL IS NOT ANTICIPATED ON THIS PROJECT.

10. ON-SITE STREET LIGHTING WILL BE PROVIDED BY THE OWNERS WITH SERVICE, PROVIDED BY DUKE ENERGY.

11. DURING CONSTRUCTION ACTIVITIES, SHOULD EVIDENCE OF HISTORIC RESOURCES, INCLUDING, BUT NOT LIMITED TO, ABORIGINAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS BE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) SHALL BE NOTIFIED IMMEDIATELY.

12. IF, DURING CONSTRUCTION, EVIDENCE OF STATE AND FEDERALLY PROTECTED PLANTS AND/OR ANIMAL SPECIES, OTHER THAN THOSE IDENTIFIED ON THE PERMITS ISSUED FOR THE PROJECT, WORK SHALL STOP IMMEDIATELY. THE STATE AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SHALL BE NOTIFIED WITHIN TWO WORKING DAYS.

13. THE ENGINEER CERTIFIES THAT THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT.

14. NO IRRIGATION SYSTEM OR LANDSCAPING SHALL BE INSTALLED IN ANY CITY, COUNTY OF STATE RIGHT-OF-WAY WITHOUT ISSUANCE OF APPROPRIATE RIGHT-OF-WAY USE PERMITS.

15. OWNER/DEVELOPER ACKNOWLEDGES THAT THE SITE, AND ITS SUBSEQUENT BUILDING PERMITS, SHALL COMPLY WITH ALL ZONING CONDITIONS.

16. ALL STRUCTURES INCLUDING BUFFER WALLS, RETAINING WALLS, SIGNAGE, ETC., REQUIRE SEPARATE BUILDING PERMITS. TO BE OBTAINED BY OTHERS.

17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH PERMIT CONDITIONS, AND INSPECTION REQUIREMENTS, OF THE GOVERNMENTAL AGENCIES AND COMPLY WITH ALL CONDITIONS/REQUIREMENTS.

18. CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.

19. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT OCCURS AS A RESULT OF THE CONTRACTOR'S WORK.

20. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE ENGINEER. FAILURE TO OBTAIN ENGINEER'S COMMENTS BEFORE INSTALLATION MAY RESULT IN REPLACEMENT AT CONTRACTOR'S EXPENSE.

21. CONTRACTOR SHALL VERIFY THE LENGTHS OF ALL PIPE PRIOR TO BIDDING, NO EXTRAS WILL BE APPROVED FOR ADDITIONAL LENGTHS, EXCEPT AS THE RESULT OF PLAN CHANGES.

22. ADJUSTMENTS OF INLETS, JUNCTION BOXES, MANHOLE TOPS, WATER VALVES, WATER METERS, ETC., SHALL BE INCLUDED IN THE CONTRACTOR'S BID AND NO CLAIM SHALL BE MADE AGAINST THE OWNER FOR THESE ADJUSTMENTS, IF REQUIRED.

**SAFETY**

1. DURING THE CONSTRUCTION OF THIS PROJECT, ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE PUBLIC AND THE SAFETY OF ALL PERSONNEL ON-SITE, AT ALL TIMES.

2. THE CONTRACTOR SHALL ALWAYS EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE THE TIME NEEDED BY THE UTILITY COMPANIES TO FIELD LOCATE EXISTING UNDERGROUND UTILITIES. CALL 'SUNSHINE' 811.

3. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

4. CONTRACTOR SHALL PROVIDE AND MAINTAIN ITS OWN SAFETY EQUIPMENT IN ACCORDANCE WITH ITS HEALTH & SAFETY PROGRAM AND ALL OTHER APPLICABLE HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING ITS EMPLOYEES AND SUBCONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES, SUBCONTRACTORS, SUBCONTRACTOR'S EMPLOYEES AND TO COMPLY WITH ALL APPLICABLE REQUIREMENTS. CONTRACTOR SHALL REMAIN IN COMPLIANCE WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS ENVIRONMENTAL PROTECTION LAWS.

5. ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS. PARTICULAR ATTENTION SHALL BE GIVEN TO 29 CFR PART 1926, SUBPART P.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING AND/OR SHORING AS NECESSARY. ALL LABOR SAFETY REGULATIONS SHALL BE ENFORCED AND THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

7. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL OF TRAFFIC CONTROL, AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS SHALL BE FOLLOWED IN THE INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

8. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL OF TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.

9. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC PLAN, IF APPLICABLE, MUST BE SUBMITTED TO AND APPROVED BY THE APPROPRIATE GOVERNMENTAL AGENCIES PRIOR TO BEGINNING ANY CONSTRUCTION.

**CLOSING AND SITE PREPARATION**

1. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE PROVIDED AS SUCH FOR THE CONTRACTOR/SUBCONTRACTORS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. THE CONTRACTOR SHALL BE THE CONTRACTOR/SUBCONTRACTOR'S RESPONSIBILITY TO CONTACT 'SUNSHINE' 811 TO MAKE THE NECESSARY ARRANGEMENTS FOR EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR/SUBCONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY.

2. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.

3. BEFORE ANY SITE WORK BEGINS, ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PROTECTION BARRICADES MEETING THE MINIMUM CODE REQUIREMENTS OF THE LOCAL MUNICIPALITY, PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED.

4. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL NOT PLACE SOIL DEPOSITS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT WITHIN THE DRIP LINE OF A TREE TO REMAIN ON THE SITE.

5. ALL TREES SHOWN TO REMAIN, AS SHOWN ON THE CONSTRUCTION PLANS, SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. THE CONTRACTOR SHALL MAINTAIN THESE TREES IN GOOD CONDITION UNTIL ALL CONSTRUCTION HAS BEEN COMPLETED.

6. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE NATIONAL ARBORIST ASSOCIATION (NAA) PRUNING STANDARDS.

7. ALL TREE ROOTS EXISTING WITHIN APPROVED AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA AS SHOWN ON THE TREE REMOVAL PLAN.

11. NO EXCAVATIONS SHALL EXTEND BELOW THE PERMITTED ELEVATIONS SHOWN ON THE APPROVED PLANS. NO CONFINING UNIT OF CLAYEY MATERIAL SHALL BE BREACHED, OR LIMESTONE MATERIALS SHALL BE BREACHED, OR EXCAVATIONS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION ELEVATIONS. IF ANY LOWER CONFINING UNIT OF CLAYEY MATERIALS OR LIMESTONE MATERIALS ARE BREACHED ABOVE THE PERMITTED ELEVATIONS, THE EXCAVATION OPERATIONS SHALL CEASE IN THE AREA AND THE CONTRACTOR SHALL STOP AND A MINIMUM OF 2 FEET OF CLAY SHALL BE BACKFILLED AND COMPACTED TO THE ENGINEER'S SATISFACTION. SWFMD MUST ALSO BE CONTACTED IF ANY EXCAVATION OF CLAYS UNINTENTIONALLY BREACHES THE CONFINING LAYER.
12. ALL PORTIONS OF STORM DRAINAGE SYSTEM SHALL BE SUBJECT TO A VISUAL OBSERVATION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE.
13. GEOTECHNICAL ENGINEER TO SUPPLY THE ENGINEER WITH A PHOTOCOPIY OF ALL TESTS RESULTS. THE GEOTECHNICAL ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN WRITING, THAT ALL TESTING REQUIREMENTS OF THE LOCAL REGULATORY AGENCY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) HAVE BEEN SATISFIED.
14. PIPE LENGTHS INDICATED ARE APPROXIMATE AND MEASUREMENTS ARE TO CENTER OF STRUCTURES FOR INLETS AND STORM MANHOLES. MITERED END SECTIONS AND FLARED END SECTIONS ARE APART OF PIPE LENGTHS. CURB INLET STATIONS AND OFFSETS ARE CALCULATED TO EDGE OF PAVEMENT, CENTER OF BOX. ALL PIPE LENGTHS ARE APPROXIMATE.
15. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
16. CONTRACTOR SHALL INSTALL 1/2"BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND STRUCTURES.
17. ALL PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX NO. 17346, SHEETS 1-7.
18. ALL UNDERGROUND UTILITIES INCLUDING CONDUITS FOR ELECTRICAL, CABLE, IRRIGATION AND TELEPHONE, ETC., SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
19. A GEOTECHNICAL TESTING COMPANY SHALL BE PRESENT DURING ALL PHASES OF POND EXCAVATION, TO OBSERVE POND EXCAVATION ACTIVITIES. SHOULD MEROCK BE ENCOUNTERED EXCAVATION IN THE AREA SHALL STOP AND A MINIMUM OF 2 FEET OF CLAY SHALL BE BACKFILLED AND COMPACTED TO THE GEOTECH'S SATISFACTION.
20. CONTRACTOR SHALL PREVENT FLOATION OF ALL STRUCTURE DURING CONSTRUCTION.

1. ALL SEWER AND WATER PIPE MATERIAL AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY THAT WILL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF THAT UTILITY.
2. SEWAGE SERVICE WILL BE PROVIDED BY CITY OF TARPON SPRINGS.
3. POTABLE WATER WILL BE PROVIDED BY CITY OF TARPON SPRINGS.
4. COVER OVER THE WATERMAIN SHALL BE A MINIMUM OF 30" AND A MAXIMUM OF 42" BELOW FINISH GRADE.
5. POTABLE WATER LINE DISTANCES SHOWN BETWEEN CENTERS OF MAIN FITTINGS ARE 'APPROXIMATE'.
6. ALL WATER LINE PIPE JOINTS SHALL BE A MINIMUM OF 10 FEET FROM THE CENTERLINE OF ANY STORM SEWER STRUCTURE (MANHOLES, INLETS OR CATCH BASINS).
7. AT THE TERMINATION OF EACH WATER MAIN, A GATE VALVE THE SAME SIZE AS THE WATER MAIN AND 2" TEMPORARY BLOW-OFF SHALL BE INSTALLED. VALVES AND BLOW-OFFS SHALL BE RESTRAINED AND CONSTRUCTED IN ACCORDANCE WITH THE CURRENT REGULATIONS OF THE LOCAL MUNICIPALITY.
8. HYDRANTS SHALL BE FLOW TESTED BY THE CONTRACTOR WHILE THE OWNER'S ENGINEER IS PRESENT.  
FIRE HYDRANTS MUST BE FLOW TESTED AND COLOR-CODED, BASED ON FLOW RESULTS, THE CAPS (TOP) SHALL BE PAINTED AND THE COLOR CODED:  
0-500 GPM RED CLASS A, 500-1000 GPM ORANGE CLASS B, 1000-1500 GPM GREEN CLASS A, AND 1500+ GPM BLUE CLASS AA, ALL HYDRANT BODIES ARE TO BE BASE COLORED YELLOW.
9. FIRE HYDRANTS SHALL BE INSTALLED AND IN SERVICE PRIOR TO BRINGING COMBUSTIBLES ON SITE.
10. ALL COMPONENTS OF WATER SYSTEM, INCLUDING FITTINGS, THRUST BLOCKING, HYDRANT, CONNECTIONS AND VALVES SHALL BE INSTALLED AND IN SERVICE PRIOR TO BRINGING COMBUSTIBLES ON SITE IN ACCORDANCE WITH THE LATEST EDITION OF THE REQUIREMENTS OF THE APPROPRIATE MUNICIPALITY.
11. CONTRACTOR TO PERFORM CHLORINATING AND BACTERIOLOGICAL SAMPLING AND OBTAIN CLEARANCE OF DOMESTIC WATER SYSTEM. A COPY OF ALL BACTERIOLOGICAL TEST RESULTS SHALL BE SUBMITTED TO OWNER'S ENGINEER.

15. ALL SANITARY SEWER MANHOLE COVERS SHALL BE TRAFFIC RATED FOR H-20 LOADING.
16. IF SANITARY SEWER PLUGS ARE REQUIRED, THEY SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL CERTIFICATION HAS BEEN COMPLETED. DEBRIS SHALL NOT BE ALLOWED TO ENTER THE EXISTING SANITARY SEWER SYSTEM.
17. THE INTERIOR AND EXTERIOR OF ALL PRECAST MANHOLES SHALL BE COATED WITH AT LEAST 15 MILS DRY THICKNESS OF PROCO EP-214-351 EPOXY-MASTIC AS MANUFACTURED BY PROTECTIVE COATINGS, INC. OR APPROVED EQUIV. (APPROVED IN WRITING).
18. THE LOCAL MUNICIPALITY WILL PROVIDE WATER TAP, SET THE METER AND A B.F.P.D. (BACKFLOW PREVENTION DEVICE) IF APPLICABLE, AT THE OWNER'S EXPENSE. CONTRACTOR RESPONSIBLE FOR ALL ASSOCIATED FEES.
19. DUCTILE IRON PIPE FROM THE TAP TO THE BACKFLOW PREVENTION DEVICE, AND ONE JOINT BEYOND THE DEVICE, SHALL BE DUCTILE IRON PIPE, CLASS 50.
20. SAMPLE TAPS SHALL BE MADE AT A MAXIMUM SPACING OF 500 FT. ALONG MAINS, AND AT ALL TEMPORARY BLOW OFF LOCATIONS.
21. THE CONTRACTOR SHALL PERFORM ALL UTILITY TESTING, INCLUDING, BUT NOT LIMITED TO SANITARY SEWER AND/OR STORM SEWER VIDEO TAPPING, INFILTRATION, EXFILTRATION, PRESSURE TESTS, AND HYDRANT FLOW TESTS, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL MUNICIPALITY HAVING JURISDICTION. COORDINATION OF TESTING AND NOTIFICATION OF ALL PARTIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
22. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED/INSPECTED PRIOR TO BASE AND PAVEMENT CONSTRUCTION.
24. SANITARY SEWER AND POTABLE WATER SERVICE LATERAL LOCATIONS SHALL BE MARKED WITH PAINT ON THE TOP OF PAINTED AND WOOD STAKES AT THE END OF SERVICE LATERALS (BLUE PAINT FOR WATER AND GREEN PAINT FOR SEWERS).

1. PVC PIPE (6" AND 8") SANITARY SEWER  
PVC PIPE (SDR 35) POLYVINYL CHLORIDE SEWER PIPE SHALL CONFORM TO ASTM D-3034 SDR35 D-1784 ("COMPOUNDED"). LATEST REVISION, OR AS OTHERWISE SPECIFIED. ALL PIPE OF SEWER PIPE SHALL BE MANUFACTURED BY THE FOLLOWING LISTED MANUFACTURERS NAME, NOMINAL PIPE SIZE, APPLICABLE WATER CLASS OR PVC CELL CLASSIFICATION, STANDARD DIMENSION RATIO NUMBER, PRODUCT TYPE, STANDARD PERFORMANCE DESIGNATION, PRODUCTIONS RECORD CODE AND NSF CERTIFICATION SEAL AND WILL BE APPROVED PRODUCTS: CLOW, AMCA C111-79, LATEST REVISION THEREOF. PIPE SHALL BE FURNISHED IN 18' LAYING LENGTHS WITH JOINT MATERIAL INCLUDING GASKETS AND LUBRICANTS. PIPE SHALL BE LINED WITH A STANDARD THICKNESS CEMENT LINING AND SHALL CONFORM TO AWWA C104-80. APPROVED PRODUCTS: CLOW, AMERICAN CAST IRON-FASTITE, US PIPE & Foundry, MCWANE-TYCOON, GRIFIN.

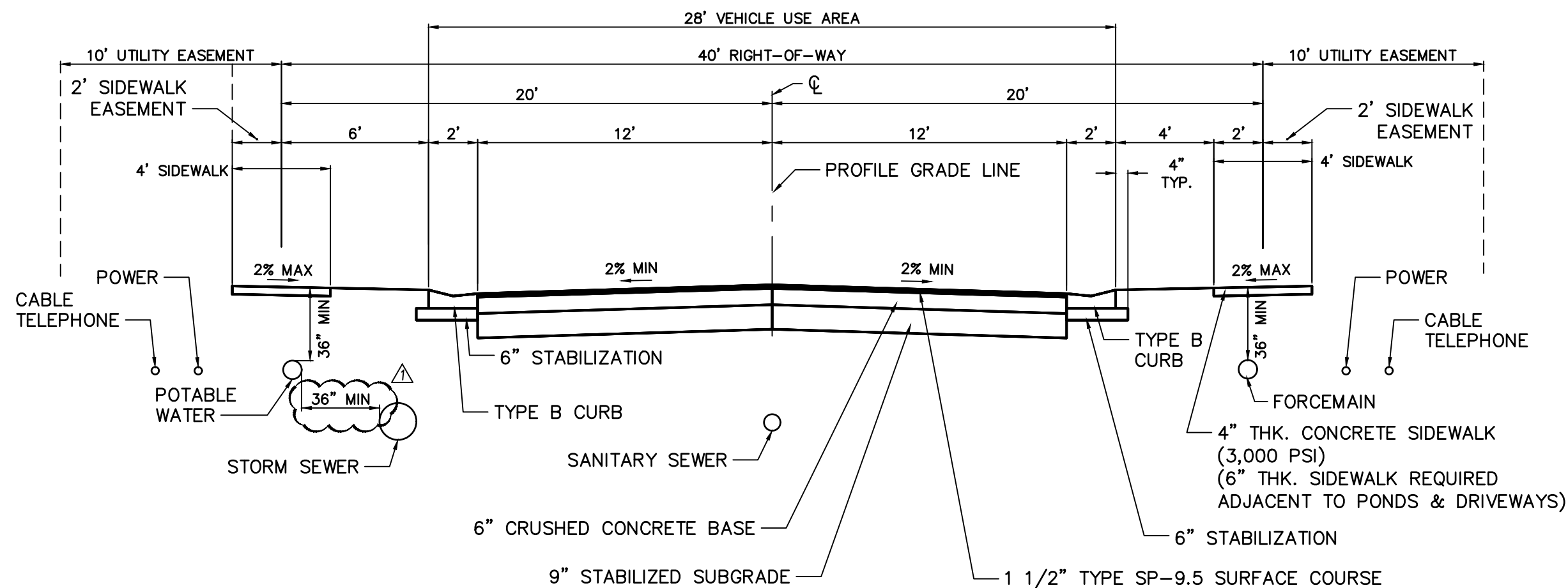
2. PVC PIPE (LESS THAN 4") WATER DISTRIBUTION  
PVC PIPE LESS THAN 4" SHALL BE MADE FROM CLEAN, NEW NSF APPROVED TYPE 1, GRADE 1, PVC CONFORMING TO ASTM SPECIFICATIONS D1784 AND D2241 OR LATEST REVISIONS THEREOF, AND BE SUITABLE FOR USE AT MAXIMUM HYDROSTATIC WORKING PRESSURES OF 200 PSI AT 23 DEGREES C (73.4 DEGREES F). PIPE SHALD WITH GALVANIZED STEEL VALVES WITH 15" NPSM BELL END. PVC PIPE WITH INTEGRAL BELL TYPE SUPPLIED WITH GASKETS INSTALLED PIPE SHALL BE MARKED WITH THE NSF MARK INDICATING ITS APPROVAL FOR POTABLE WATER. ALL PIPE SHALL BE CLEAN AND ENDS SHALL BE TAPPED DURING SHIPMENT. APPROVED PRODUCTS: J-M, CERTAINTIED WITH INTEGRAL BELL, HEP, H&W.

3. PVC PIPE (4" AND ABOVE) WATER DISTRIBUTION  
PVC PIPE (C900): PVC PIPE (4" AND LARGER) SHALL IN ACCORDANCE WITH AWWA C900, WITH PUSH-IN INTEGRAL BELL JOINTS AND SUPPLIED IN STANDARD 20' LENGTHS. NO SOLVENT-CEMENT PIPE OR FITTINGS SHALL BE USED. ALL PIPE SHALL BE MADE FROM CLEAN, NEW NSF APPROVED TYPE 1, GRADE 1, PVC WITH ABOVE SHALL BE PRESSURE CLASS 150 WITH A DR OF .18. PIPE SHALL BE MARKED AS DETAILED IN AWWA C900 AND BE FURNISHED WITH AN AFFIDAVIT THAT IT COMPLIES WITH HE REQUIREMENTS OF AWWA C900. ALL PIPE SHALL BE CLEAN AND ENDS SHALL BE TAPPED DURING SHIPMENT. APPROVED PRODUCTS: J-M/B BLUE BRUTE, H&W, E.T.I. CERTAINTIED (W/INTEGRAL BELL), AQUATITE, NORTHSTAR CAN-TEX, VULCAN DAVIS-DAVEYTE.

4. DUCTILE IRON PUSH-IN PIPE, CLASS 50 (6"- 12"), CLASS 51 (14")  
DUCTILE IRON PUSH-IN PIPE SHALL BE THICKNESS OF THE APPROPRIATE CLASS AND SHALL CONFORM TO STANDARD 18' LAYING LENGTHS WITH JOINT MATERIAL INCLUDING GASKETS AND LUBRICANTS. PIPE SHALL BE LINED WITH A STANDARD THICKNESS CEMENT LINING AND SHALL CONFORM TO AWWA C104-80. APPROVED PRODUCTS: CLOW, AMERICAN CAST IRON-FASTITE, US PIPE & Foundry, MCWANE-TYCOON, GRIFIN.

1. FIRE HYDRANTS SHALL BE INSTALLED AND IN SERVICE PRIOR TO THE ACCUMULATION OF COMBUSTIBLES.
2. PER THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA-1, 16.4.3.1.3: WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO THE BEGINNING OF CONSTRUCTION WORK.
3. PER NFPA-1, 18.3.4.1: CLEARANCES OF 7.5 FEET IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT WITH A 4 FOOT CLEARANCE TO THE REAR MUST BE MAINTAINED AT ALL TIMES.
4. GATED ENTRIES REQUIRE A SIREN OPERATING SYSTEM OR A 3M OPTICOM SYSTEM FOR EMERGENCY ACCESS.

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.



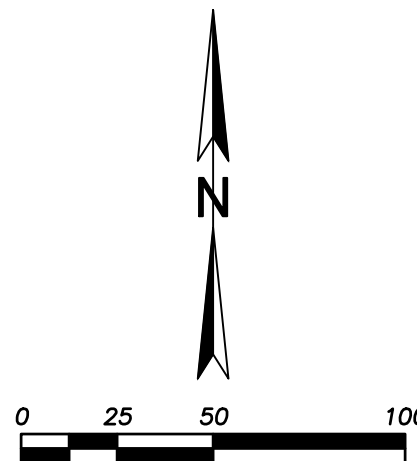
1 1/2" ASPHALT	1.5 X 0.44	= 0.66
6" CRUSHED CONCRETE BASE (LBR-150)	6 X 0.18	= 1.08
9" SUB-BASE (LBR-40)	9 X 0.08	= 0.72
<b>TOTAL PROVIDED</b>		<b>= 2.46</b>

1 1/2" ASPHALT	1.5 X 0.44	= 0.66
6" LIMEROCK (LBR-100)	6 X 0.18	= 1.08
9" SUB-BASE (LBR-40)	9 X 0.08	= 0.72
<b>TOTAL PROVIDED</b>		<b>= 2.46</b>

ALL BASE AND SUBGRADE SHALL BE COMPACTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, JULY 2018 (OR LATEST).

SUBDIVISION TO BE PRIVATE. ROADWAY, STORMWATER AND UTILITIES WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.





- ### LEGEND
- |  |   |
|--|---|
|  | = Proposed Water Line, Valve, & Services  |
|  | = Proposed Force Main   |
|  | = Existing Water Line & Valve   |
|  | = Existing Force Main   |
|  | = Existing Force Main   |
|  | = Proposed Storm Sewer  |
|  | = Proposed Sanitary Sewer & Services  |
|  | = Proposed Sanitary Sewer Manhole Number  |
|  | = Proposed Fire Hydrant Assembly (See Paving, Grading, And Drainage Plans for Finished Grade Elevation) |
|  | = Proposed Blowoff Assembly   |
|  | = Existing Fire Hydrant   |

**RECORD DRAWING LEGEND**

✓	= RECORD MATCHED DESIGN
NEW	= RECORD DATA ADDED
<del>RECORD DESIGN</del>	= RECORD DATA REVISED
<del>DESIGN</del>	= RECORD NOT CONSTRUCTED

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

EDWARD MAZUR, JR., STATE OF  
FLORIDA PROFESSIONAL ENGINEER,  
LICENSE NO. 21318

THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY EDWARD  
MAZUR, JR., P.E. ON  
THE DATE INDICATED HERE

DIGITAL SIGNATURE (SHA1  
THUMBPRINT 51 44 A8 70 70 AA D  
EC E1 88 93 BD  
02 B4 8F DF 6E FB 05 3D)

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE DIGITAL SIGNATURE  
MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES

[illegible]

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
[www.fldandp.com](http://www.fldandp.com)  
E-mail: [info@fldandp.com](mailto:info@fldandp.com)  
Engineer # - CA No. 33088  
Surveyor # - LP8242

# Florida Land Design & Permitting



**DAVID WEEKLEY HOMES**

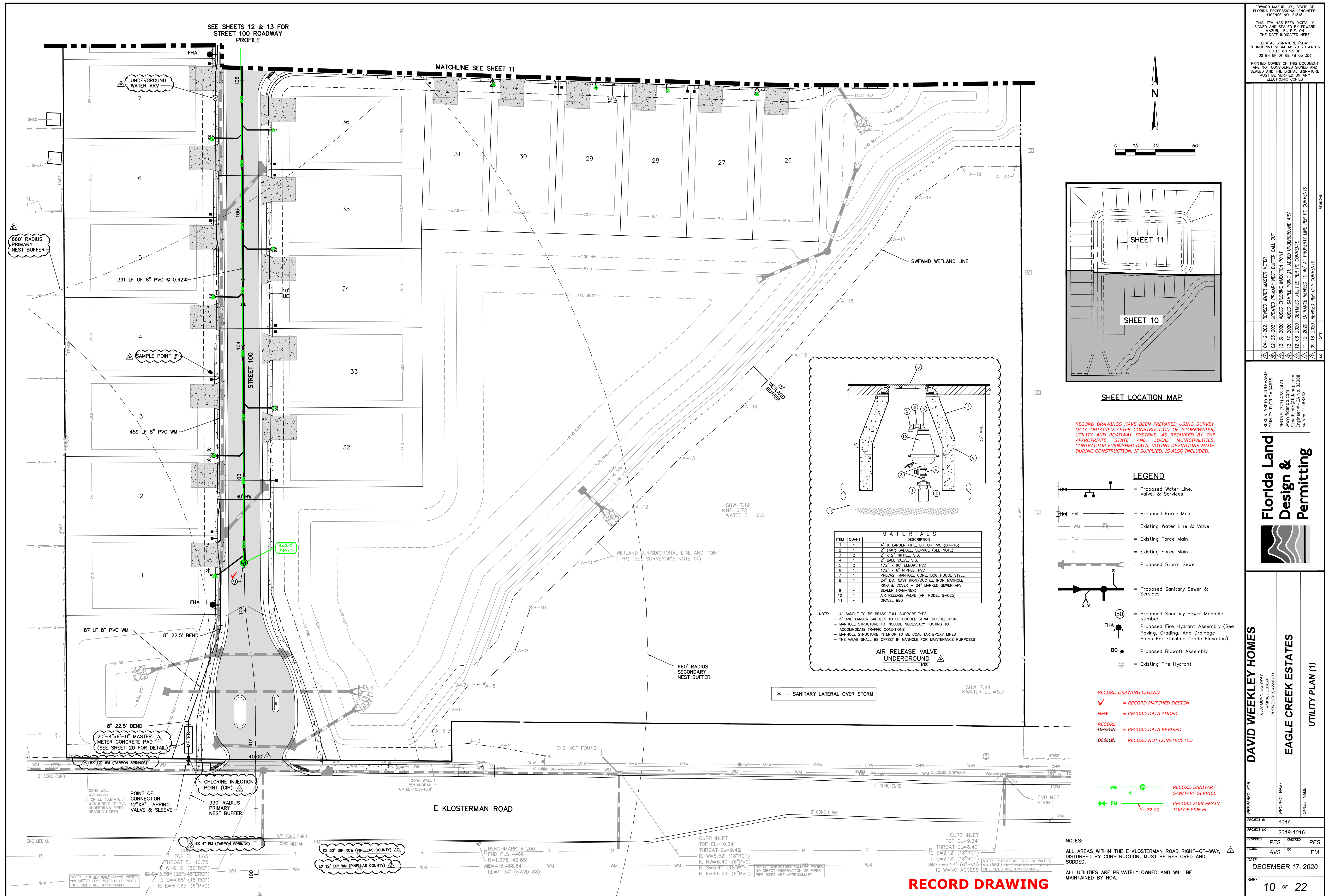
6567 GUNN HIGHWAY  
TAMPA, FL 33624

EAGLE CREEK ESTATES

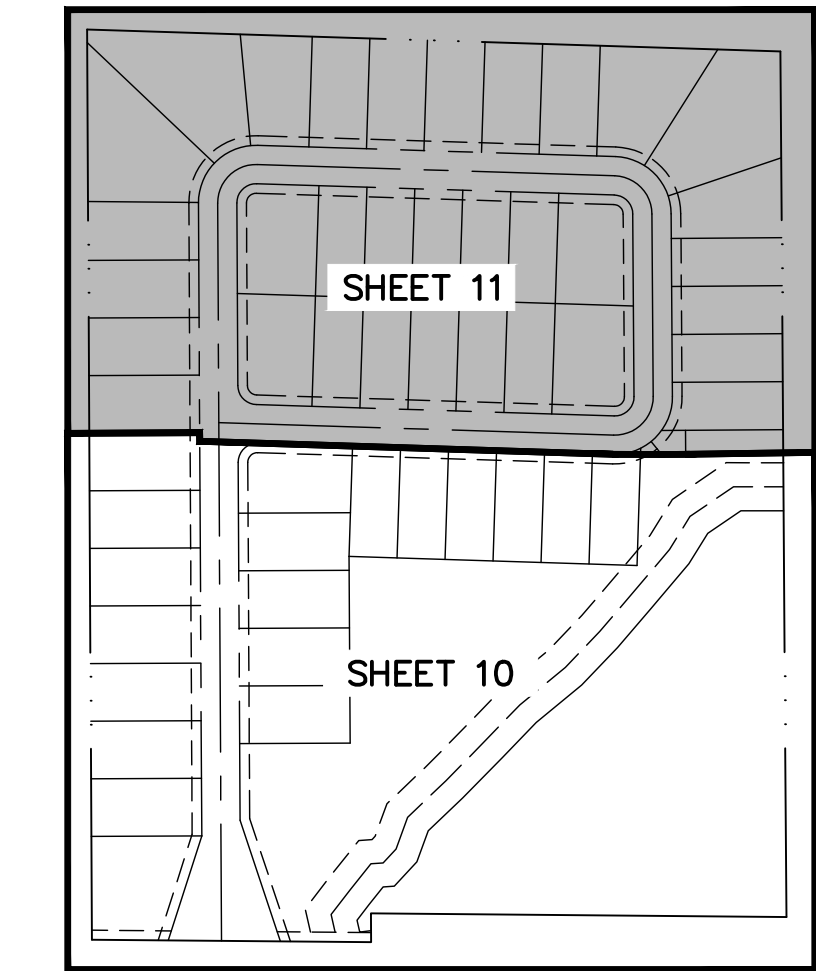
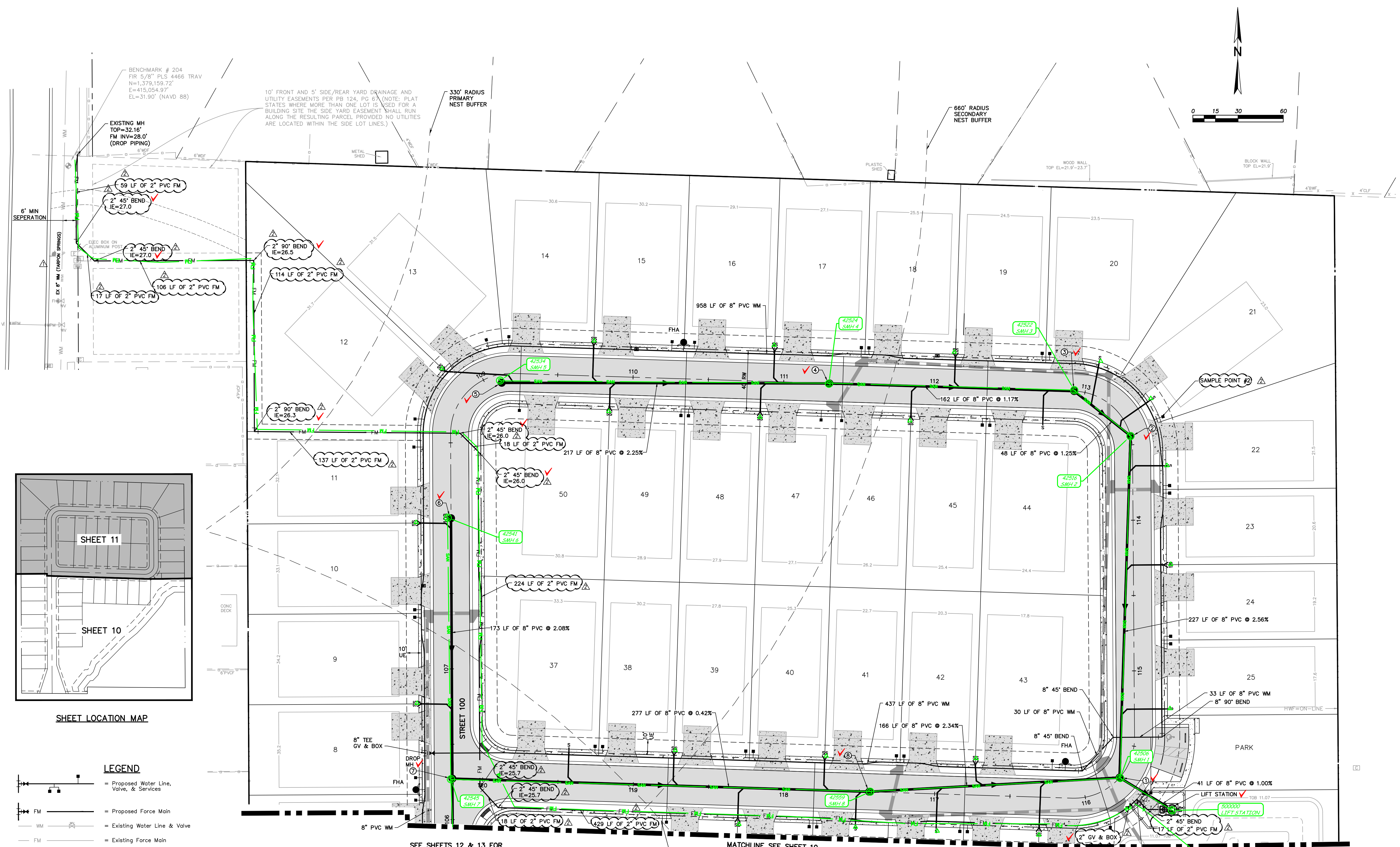
## OVERALL UTILITY PLAN

PROJECT ID	1016		
PROJECT NO	2019-1016		
DESIGNED	PES	CHECKED	PES
DRAWN	AVS	QC	EM
DATE	DECEMBER 17, 2020		
SHEET	7	OF	22









- LEGEND**
- Proposed Water Line, Valve, & Services
  - Proposed Force Main
  - Existing Water Line & Valve
  - Existing Force Main
  - Existing Force Main
  - Proposed Storm Sewer
  - Proposed Sanitary Sewer & Services
  - Proposed Sanitary Sewer Manhole Number
  - Proposed Fire Hydrant Assembly (See Paving, Grading, And Drainage Plans For Finished Grade Elevation)
  - Proposed Blowoff Assembly
  - Existing Fire Hydrant

- RECORD DRAWING LEGEND**
- RECORD MATCHED DESIGN
  - RECORD DATA ADDED
  - RECORD DATA REVISED
  - RECORD NOT CONSTRUCTED

- RECORD SANITARY SANITARY SERVICE
- RECORD FORCEMAIN TOP OF PIPE EL

**RECORD DRAWING**

RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL JURISDICTIONS. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

EDWARD MAZUR, JR., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 21318

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD MAZUR, JR., P.E. ON THE DATE INDICATED HERE

DIGITAL SIGNATURE (SHA1 THUMBPRINT) 01 44 A8 7D 70 A4 D3 EC E1 8B 93 8D 02 84 8F 0F 4E F8 08 30

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

12-17-2020

REVISION 4" FM TO 2" FM, ADDED SAMPLE POINT #2

12-09-2020

IDENTIFIED UTILITIES PER PC COMMENTS

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655  
PHONE: (737) 429-2421  
www.floridaland.com  
E-mail: info@floridaland.com  
Engineer # CA No. 33088  
Survey # 168042

Florida Land Design & Permitting

INC.

DAVID WEEKLEY HOMES

6687 DUNN HIGHWAY  
JANPA, FL 33646  
PHONE: (813) 262-0100

EAGLE CREEK ESTATES

UTILITY PLAN (2)

PROJECT ID: 1016

PROJECT NO: 2019-1016

DESIGNED: PES

CHECKED: PES

DRAWN: AVS

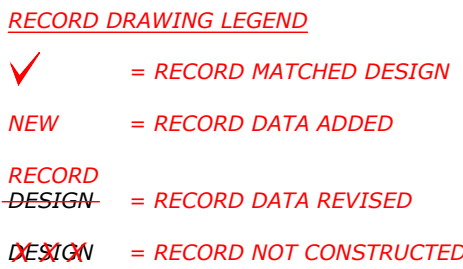
QC: EM

DATE: DECEMBER 17, 2020

SHEET: 11 OF 22



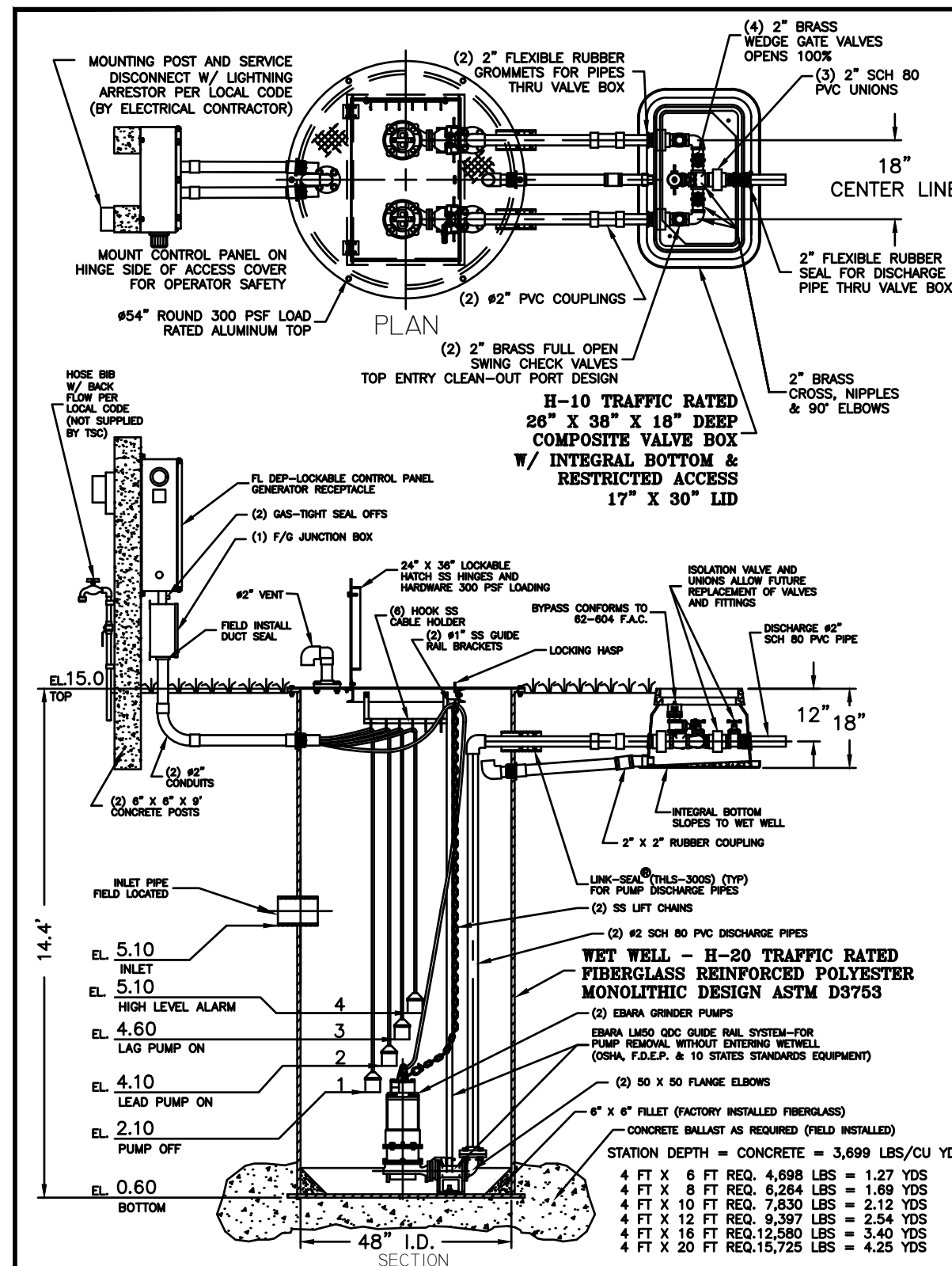




RECORD DRAWINGS HAVE BEEN PREPARED USING SURVEY DATA OBTAINED AFTER CONSTRUCTION OF STORMWATER, UTILITY AND ROADWAY SYSTEMS, AS REQUIRED BY THE APPROPRIATE STATE AND LOCAL MUNICIPALITIES. CONTRACTOR FURNISHED DATA, NOTING DEVIATIONS MADE DURING CONSTRUCTION, IF SUPPLIED, IS ALSO INCLUDED.

REGIONS									
NO	DATE	NO	DATE	NO	DATE	NO	DATE	NO	DATE
May 02, 2022	09:32am	F:\V16 ProData\Cont\Doc\Wanna\1016_KLSM-PROP.dwg	-	U1					





## GENERAL NOTES

FURNISH AND INSTALL EBARA SUBMERSIBLE GRINDER PUMPS.

**DESIGN CONDITIONS:**

MODEL	32 GPD / 50 GPM	2, 3, 5 HP	HP
GPM			FT/TH
VOLTAGE	208 / 230 / 460	SINGLE / THREE	PHASE
DISCHARGE	2"		IMPELLER

**SEWAGE GRINDER PUMP:** RATED FOR TWENTY (20) STARTS PER HOUR.

1. AIR FILLED MOTOR DESIGNED FOR SEWAGE APPLICATION WITH CLASS F INSULATION

2. DUAL MECHANICAL SHAFT SEALS (SILICON CARBIDE / SILICON CARBIDE)  
LOCATED AT THE PUMP SHAFT AND A SEPARATE OIL LUBE CHAMBER

3. HIGH TEMPERATURE BALL BEARINGS B-10 RATING OF 60,000 HOURS.  
UPPER BEARING - SINGLE ROW AND LOWER BEARINGS - DOUBLE ROW TYPE.

5. PUMP SHAFT HORSEPOWER (BHP) SHALL NOT EXCEED MOTOR RATED HORSEPOWER  
THROUGHOUT THE ENTIRE OPERATION RANGE OF THE PUMP PERFORMANCE CURVE.

6. THREE PHASE MOTORS SHALL BE DUAL WOUND, CAPACITOR START-RUN AND  
UNFUSED. THE PUMP SHALL BE DESIGNED FOR 10% TOLERANCE VOLTAGE  
(190 TO 260). THREE PHASE MOTORS SHALL BE DUAL WOUND AND CAPABLE OF  
STARTING 250% OF FULL LOAD CURRENT. THE PUMP SHALL BE DESIGNED TO RUN  
OR OPERATE ON 460 VOLT BY CHANGING THE MOTOR LEADS INSIDE THE PUMP.

**FIBERGLASS WET WELL:** SHALL BE A ONE PIECE UNIT WITH INTEGRAL BOTTOM, WALL  
AND UPPER BEARING HOUSING. THE WELL SHALL BE DESIGNED TO WITHSTAND A PNEUMATIC  
LOAD RATING OF 150 PSID. FATHS EACH UNIT SHALL BE SERIAL NUMBERED TO  
MATCH THE PUMP. THE WELL SHALL BE CONFORM TO ALL SPECIFICATIONS SHALL BE  
REQUIRED AS MINIMUM.

**ALUMINUM HATCH:** TSC MODEL-54R (36" LB5) ROUNDT WITH 24" X 36" LOCKABLE  
HATCH, REINFORCED FOR LOAD RATING OF 500 LBS/FT<sup>2</sup> WITH HOLD OPEN SYSTEM ARM.  
HATCH SHALL BE FOR INR AIR TYPE PULBOK AND RATED FOR STEEL HARDWARE.

**WELL BOSS:** FIBERGLASS COMPOSITE (10-10 TO TRAFFIC RATED) WITH INTEGRAL BOTTOM,  
(FOR 1/4" AND 2" DISCHARGE PIPING SIZE HEADER SYSTEM)  
SHALL BE 26" X 38" X 18" WITH 17" X 30" LIMITED ACCESS DOOR.

**ACCESSORIES:** 3/4" 5/8" - GUIDE RAILS, UPPER GUIDE RAIL BRACKETS, CABLE  
HOLDER, ANCHOR BOLTS AND PUMP LIFTING CHAINS.

**VALVES:** SHALL BE SEWAGE SERVICE DESIGN BRASS SWING CHECK VALVES WITH  
TOP ENTRY LIFT-OUT PORT AND BRASS WEDGE TYPE VALVES OPEN TOWER.

**PIPING:** 2" - SCHEDULE 40 PVC.

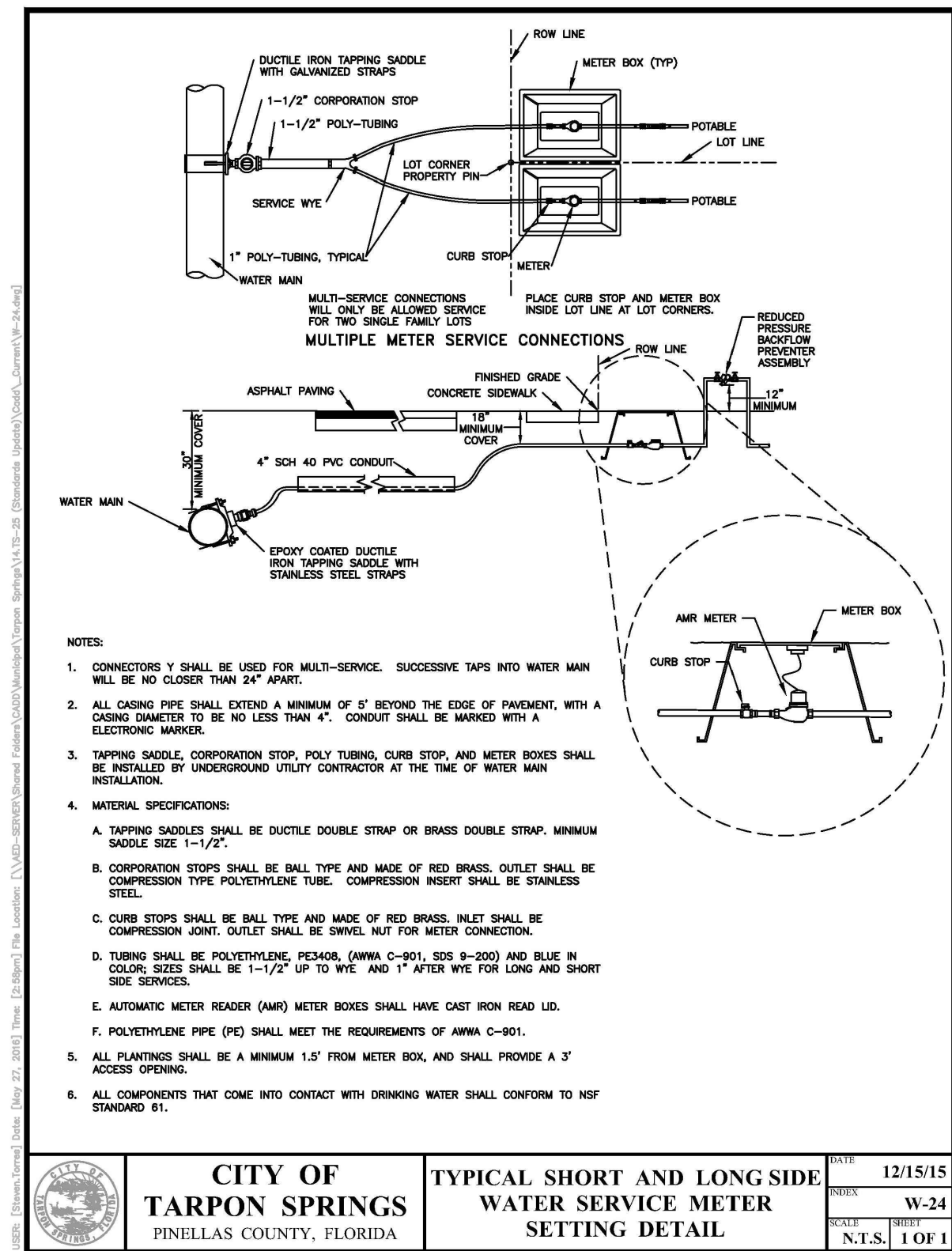
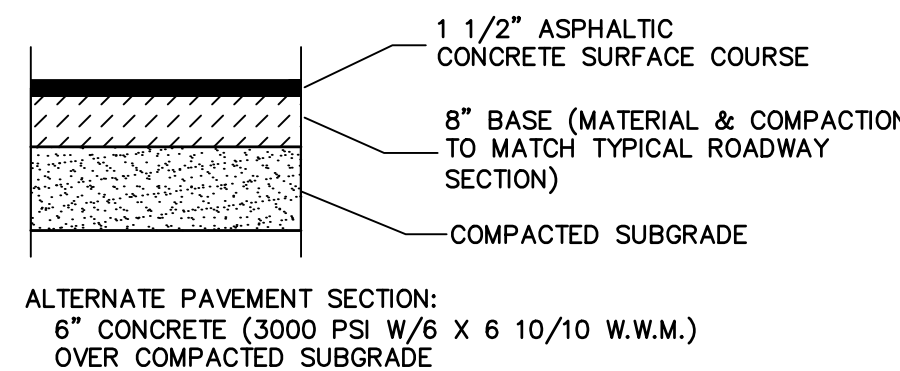
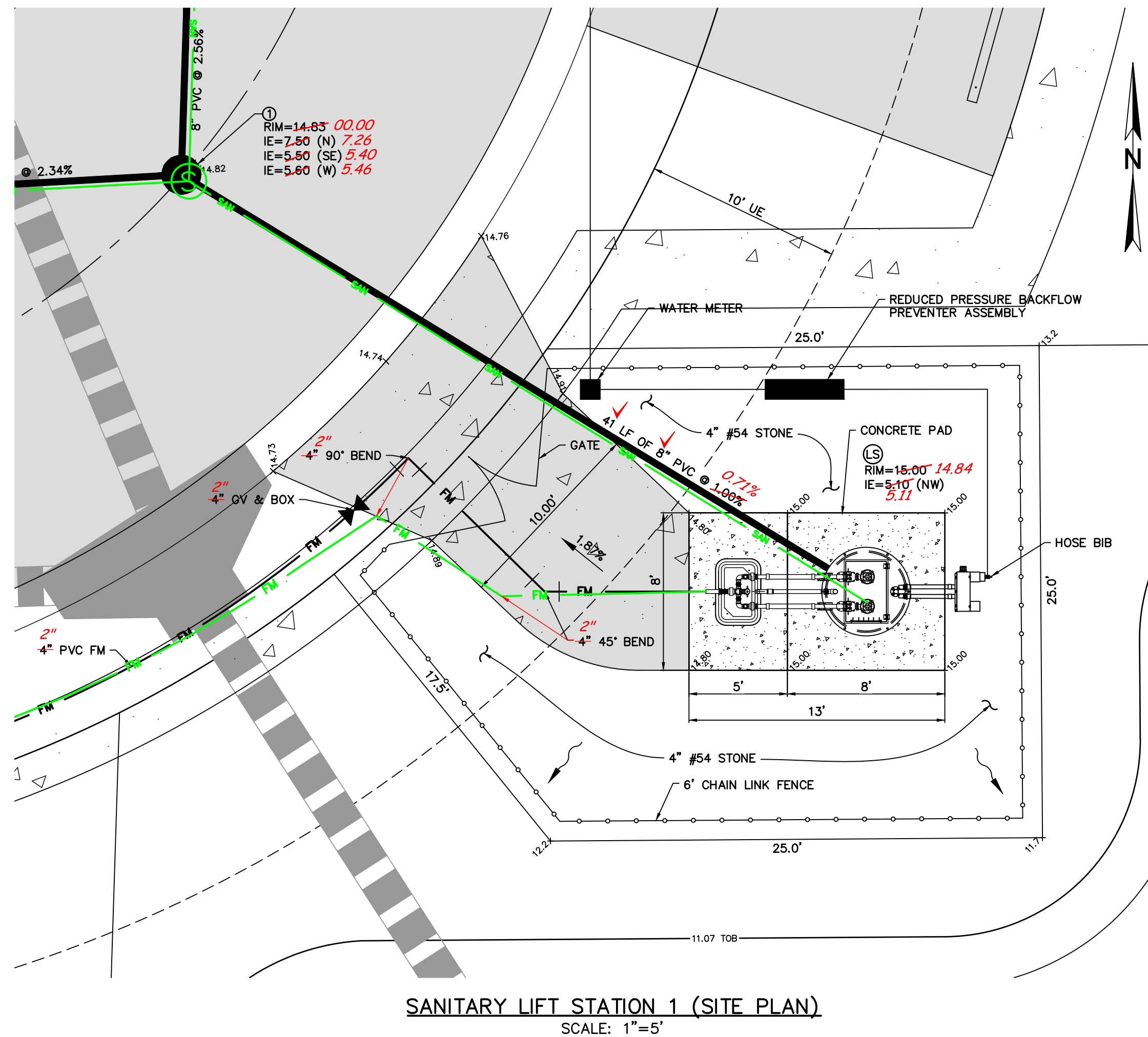
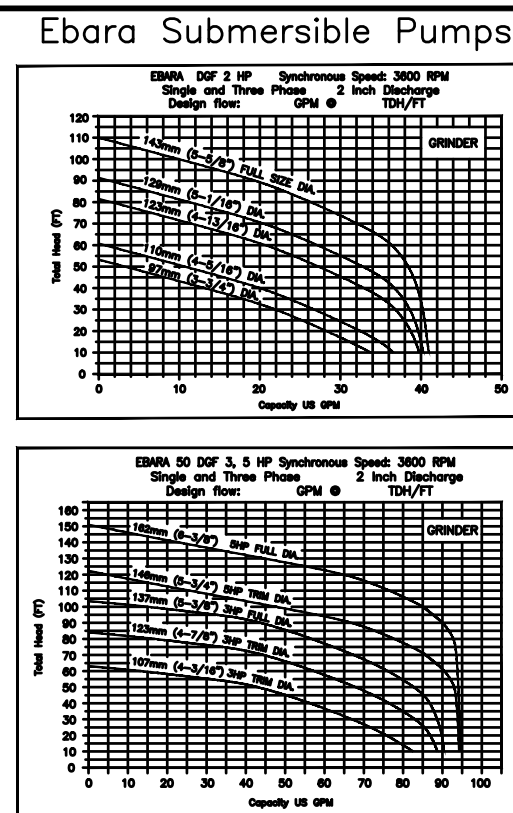
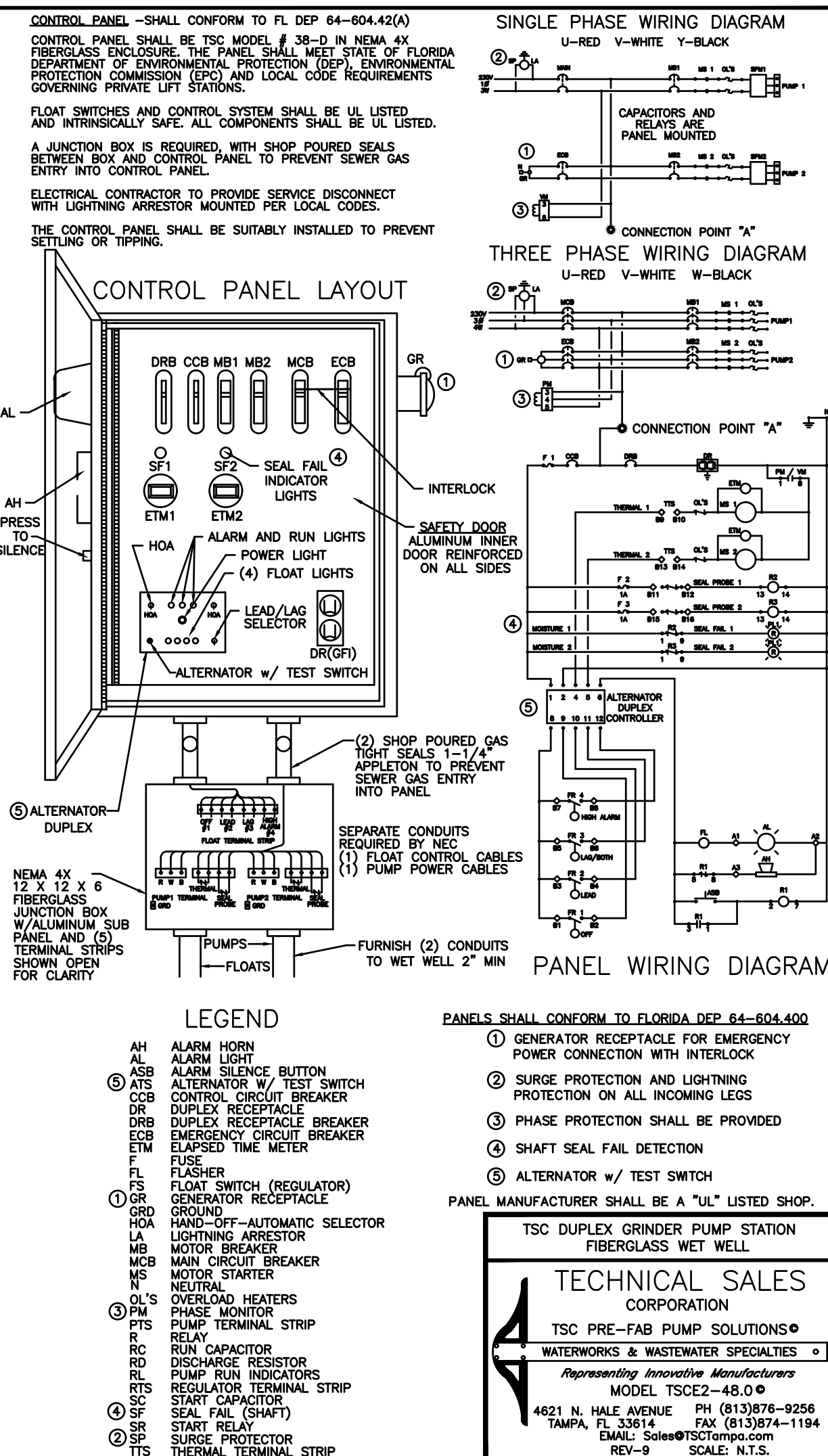
**FLOAT SWITCHES:** UL LISTED SJ ELECTRO MOTOR (SJ 30 SWEN).

PUMP SUPPLIER SHALL PROVIDE SUBMERSIBLE PUMPS, SLIDE RAIL ASSEMBLIES,  
CONTROL PANEL, BRACKETS AND ALL ACCESSORIES TO BE USED WITH THE PUMPS  
AND ACCESSORIES TO INSURE PROPER OPERATION AND WARRANTY.

THE COMPLETE PUMPING STATION STATION SHALL HAVE PUMP BASES,  
SLIDE RAIL BRACKETS AND ALL ACCESSORIES TO BE USED WITH THE PUMPS  
AND ACCESSORIES TO INSURE PROPER OPERATION AND WARRANTY.

TECHNICAL SALES CORPORATION READY TO SHIP FOR FIELD INSTALLATION.

TECHNICAL SALES CORPORATION, 4621 N. HALE AVE TAMPA, FL 33614 (813) 878-9255







# *City of Tarpon Springs, Florida*

324 East Pine Street  
Post Office Box 5004  
Tarpon Springs, Florida 34689-5004  
(727) 938-3711  
Fax: (727) 937-8199  
[www.ctsfl.us](http://www.ctsfl.us)

## MEMO

March 7, 2023

To: Mark LeCouris, City Manager  
From: Diane Wood, Cultural & Civic Services Director *DW*  
Re: Public Art Committee (PAC) Sculpture Locations for BOC Approval

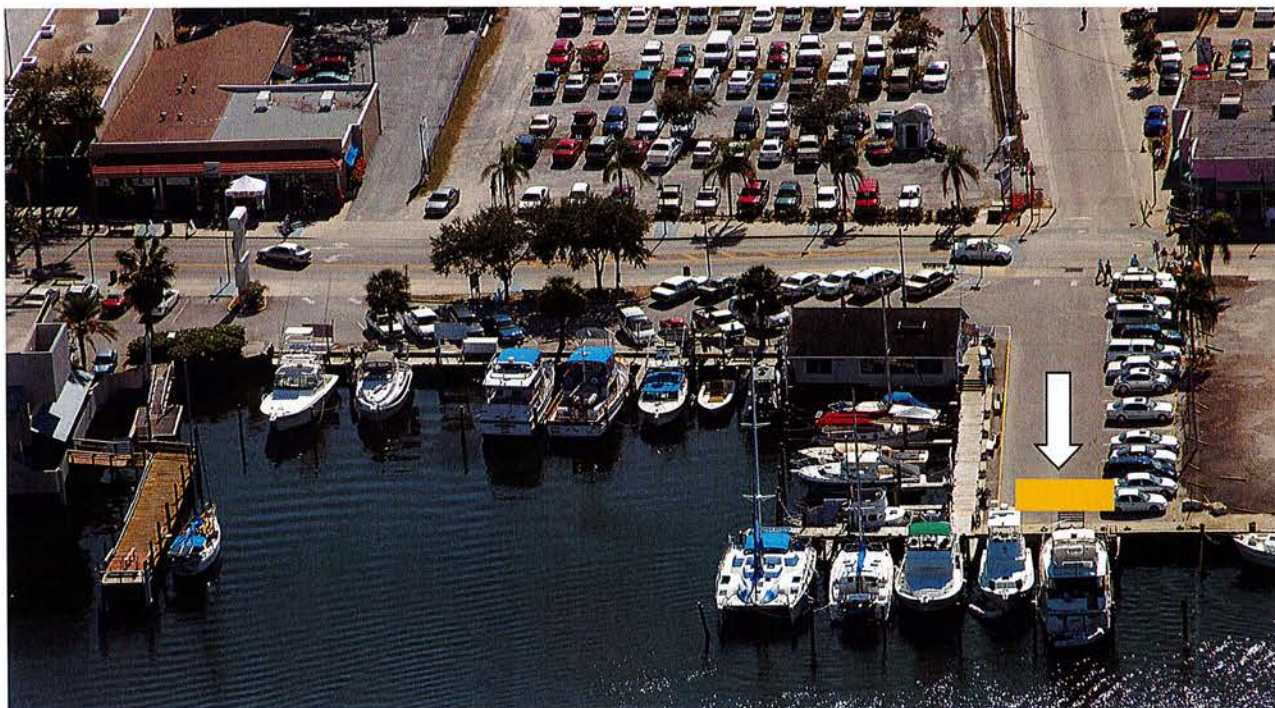
### **Board Request:**

The Public Art Committee requests the approval of the two geographic locations for the two installations of public art sculptures by artist Stephen Oliver who was awarded the contract for the Black Heritage Project.

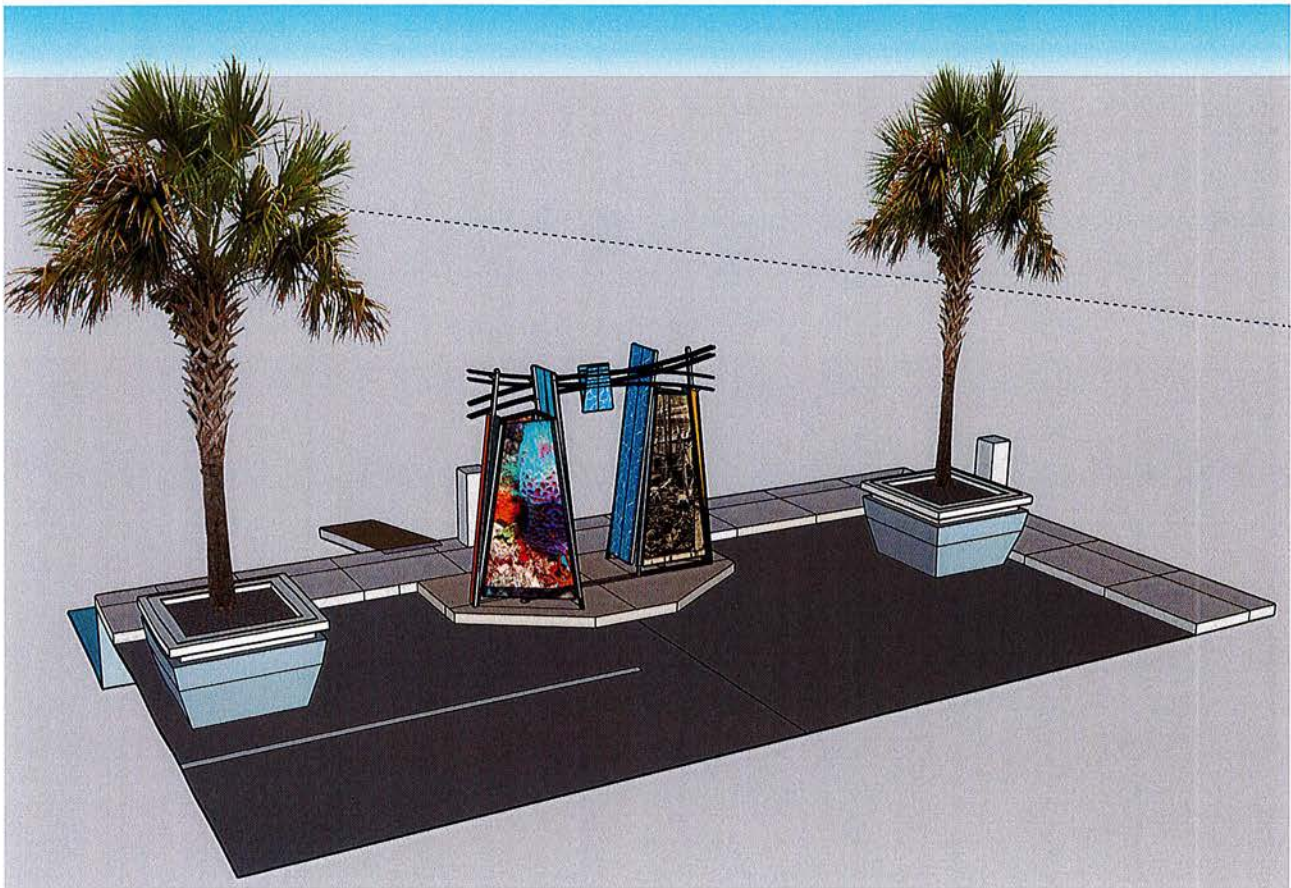
### **Locations for Approval:**

#### **1) Sponge Docks Site – City Marina, 100 Dodecanese Blvd.**

Location specifics - The sculpture will be located at the end of the parking lot for the City Marina, Visitors Center and Harbor Master Office. The sculpture will be specifically located on this 11-foot area between the two palm trees.





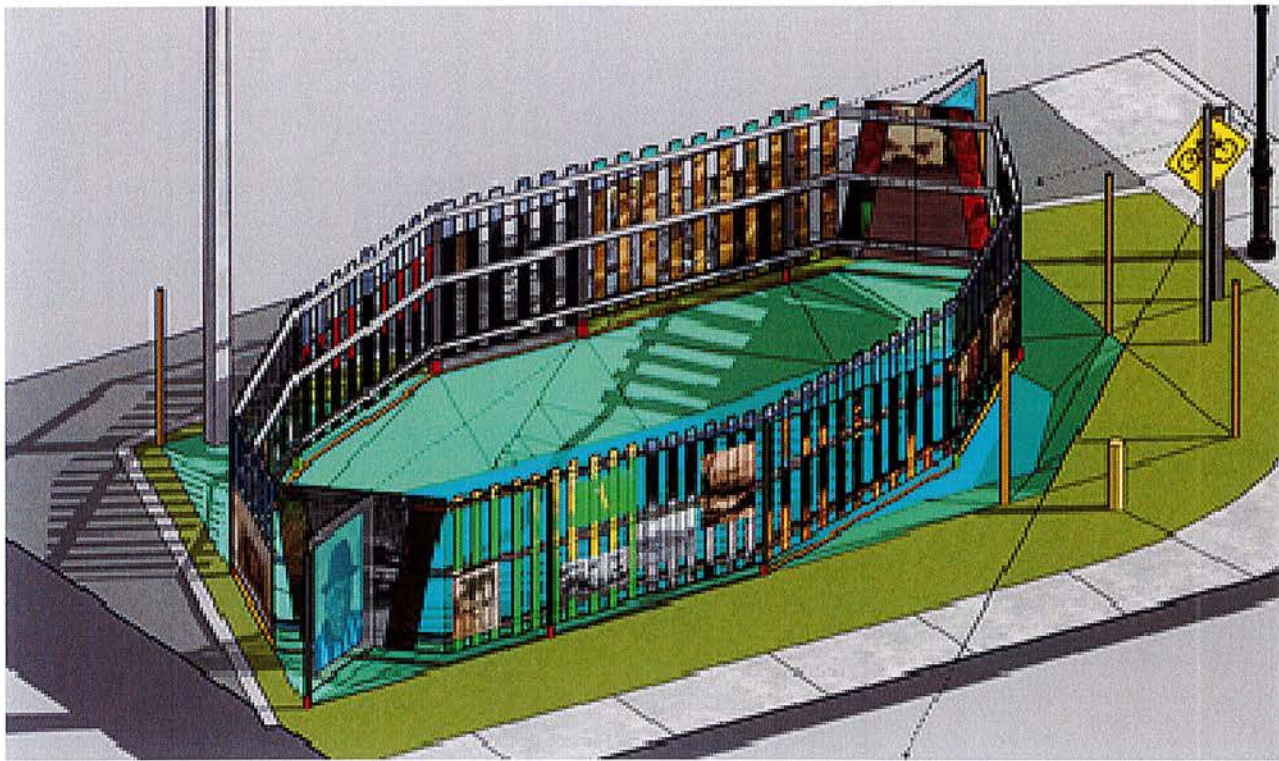


## 2) Union Academy Site, Corner of MLK Drive and Grosse Ave.

Location specifics - The sculpture will be located in/around an area that serves as a drainage area for the adjacent parking lot of C.A.P (Citizens Alliance for Progress). This sculpture replaces the enclosure currently provided by a chain linked fence and will be a colorful and attractive asset to this significant corner in the heart of Tarpon Springs black community.







## Project Background

### Board Approval:

The Board of Commissioners approved the Public Art Committee's Black Heritage Project at the **August 23, 2022**, meeting to purchase artist Stephen D. Oliver's two sculptures *Onward Together* and *Forward and Upward Together* for the total sum of \$135,000.

**Project was awarded by Public Art Committee vote on June 8, 2022, meeting to:** Stephen D. Oliver, 2516 11th Street South, St. Petersburg FL 33705 after a call to artists on Café (an artist project website) and an extensive review of fourteen submitted proposals by the Black Heritage Project Selection Committee consisting of: Tina Bucuvalas, Annie Dabbs, Rod Davis, Milton Smith, Lynn Whitelaw, Teresa Wilkins, Nikolette Henderson and Joan Jennings.

### Artist Background Provided by Stephen D. Oliver:

I am a multimedia artist with backgrounds and degrees in both architecture (NJIT) and furniture design (RISD). I have an extensive background in design, construction, and multiple mediums in the context of public art and exhibit creation. During my graduate school years at Rhode Island School of Design and afterwards, working for numerous museums, I undertook exhibition design and coordinated all aspects of community engagement in the creation of public art by resident artists. In the past I have worked with the Convergence International Sculpture Festival in assisting the installation of public art by numerous artists. I also exhibited my own work during this festival and more recently won a sculpture competition in Gulfport Florida (2014) and secured a commission for a touring interactive public art piece through Creative Pinellas (2021). For the last 15 years, I have been immersed in studying black history and have applied my knowledge to the design and construction of a traveling theatre set for a play titled 'How did you Get Here?', sponsored by Maine Humanities and The Maine Center for Contemporary Art. I was also fortunate to design a Museum of African Culture in 2007 in Portland Maine and currently assisting design for their new space. I have more exciting work in development that aims to give a very intimate perspective of African contributions to America during the colonial era, through tracing and reconstructing the obscure history of a man who began life in this country as a slave yet interacted & occupied spaces assigned to prominent figures in American history.

Mr. Oliver has acquired the insurance specified by City Attorney Thomas J. Trask, Esquire and has signed and had notarized the artist agreement as required.

## **Scope of the Work:**

**Title of Artwork and Location(s):** Tarpon Springs Public Art Committee's *Black Heritage Project*

- 1) Sponge Docks Site (Dodecanese Avenue – City Marina) *Onward Together*
- 2) Union Academy Site (Corner of MLK Drive and Grosse Ave.) *Forward and Upward Together*

**Time of Completion:** 1 year from commencement of contract/procurement of required insurance.

**Design and Construction Fee:** \$135,000

**Payment Schedule and Terms:** Payment as follows:

33% at onset of Design Development \$45,000 (PAID)

33% at onset of installation \$45,000

34% upon completion and acceptance by the City \$45,900

## **General Description:**

The Tarpon Springs Black Heritage Project is a public art project devised by the Tarpon Springs Public Art Committee to celebrate the role that African American/Bahamians had in the development of the sponging industry and the community that arose from their historical presence. The project is divided between two city owned sites: the Sponges Docks and the Union Academy neighborhood.

### **Site #1 Sponge Docks - Dodecanese Avenue - Visitor Center and City Marina**

#### **Title: 'Onward Together'**

This sculpture highlights the role which African America/Bahamian spongers had in the historical development of the sponging industry including their collaboration with Greek spongers/divers.

**Size/Dimensions/Structural Considerations** - The Finished sculpture will be approximately 12 feet wide, 4 feet deep, and 11 feet tall. The design and shape of the sculpture and its components are meant to provide maximum strength against wind by utilizing structural triangulation, allowing for wind to pass through and around components, and by securing components together with multiple connections to each other and the ground. The sculpture forms a gateway through which to both view the dock area and physically pass through while viewing the sculpture in the round. The sculpture can be viewed from both Dodecanese Avenue and waterfront sides.

**Materials** - The sculpture will consist of 3016 Stainless Steel Armature and hardware secured to concrete slab/pilings with stainless steel anchors. Connections will be mechanical/and or welded. The armature will be clad with multicolor digitally printed exterior grade resin panels which are UV resistant and stronger yet lighter than glass. These architectural grade panels may be both opaque and translucent where needed for visual impact of internal lighting and effects of interaction with sunlight. The resin panels will be cut into appropriate sizes and shapes by material supplier and/or artist.

**Installation specifics** - The site work will involve minor excavation and a pouring of slabs or positioning of plinth(s). Electrical connection for interior LED lighting of this sculpture can be achieved by connection to existing adjacent electrical service (preferable) or small solar array. Construction barrier fencing will be provided during site work and installation.

**Maintenance** - The sculpture is designed to shed moisture and resist excess accumulation of organic matter. Wherever possible space/spacers will be provided between adjacent/attached elements to encourage drainage, quick drying of moisture and minimization of condensation. Example: Resin panels will be installed with gaskets, washers, or standoff spacers when attached to structural frame or each other to permit drainage and avoid condensation between layers. Additionally, washers and spacers will be composed of either be 3016 stainless steel or marine grade plastic to avoid electrolysis/corrosion/vulcanization. Maintenance according to material fabricators specifications will



be provided including basic cleaning and removal of potential graffiti. Again, the intent of each design decision is to minimize maintenance and cleaning. The artist will secure a sample cleaning and graffiti removal products and simple instructions recommended by the supplier of exterior grade resin and Mr. Oliver is happy to review it with City officials/maintenance crew.

**Site #2 Union Academy - corner of Martin Luther King Drive and Grosse Avenue:**

**Title: 'Forward and Upward Together'**

This sculpture continues and expands upon the theme of the role of African America/Bahamian had in the sponging industry while enabling a more comprehensive survey of elements of the community that evolved as a result.

**Size/Dimensions/Structural Considerations**

The finished sculpture will be approximately 40 feet long on the two long sides, 5 feet – 15 feet wide on the two short sides and vary between 3-8 feet in height along its length. The long side dimensions of the sculpture may be modestly adjusted to comply with the visibility triangle required by the local building code at corner intersections. Additional plantings may be incorporated into the site design which comply with 3feet maximum height within this visibility triangle if needed to protect perimeter of rain garden area. The design and shape of the sculpture and its components are meant to provide maximum strength against wind by utilizing structural triangulation, allowing for wind to pass through and around components, and by securing components together with multiple connections to each other and the ground. The 'sidewalls' of this picket fence-like enclosure may be tilted inward to deflect wind and afford triangulation between the two sides of the sculpture. Additionally, the 'picket-like cladding' makes the surface areas of the sculpture permeable to reduce wind load. A gate for maintenance access purposes only by C.A.P/City/Artist will be incorporated into the design. The public is constrained to view this sculpture from its perimeter on all sides.

**Materials** - The sculpture will consist of 3016 stainless and galvanized steel armature and hardware secured to concrete pilings with stainless steel anchors. Connections will be mechanical/and or welded. The armature will be clad with multicolor digitally printed exterior grade resin panels which are UV resistant and stronger yet lighter than glass. These architectural grade panels may be both opaque and translucent where needed for visual impact of both natural and artificial lighting from adjacent light post(s) that exist on the site. The resin panels will be cut into appropriate sizes and shapes by material supplier and/or artist.

**Installation specifics** - The site work will involve minor excavation in the catchment area so as to minimally disturb existing 'rain garden' plantings. The intent is to replace the existing outer perimeter of grass with a low maintenance ground cover. Between this ground cover and 'rain garden' plantings of the interior catchment area will be a gravel band along the base of the sculpture. This gravel band will incorporate landscape cloth to resist weed growth and is meant to minimize any organic matter splashing onto the base of the sculpture during rainstorms. Within this gravel band, pilings will be positioned for structurally fastening the sculpture to the ground at numerous points. Pilings will consist of poured concrete with tops close to ground level. Stainless steel fasteners will be imbedded in these pilings. Three to four bollards will be installed to protect the sculpture from damage and will be positioned with respect to an existing light pole and fire hydrant so as to feel congruent. It would make sense to install bollards while pouring footings and before sculpture is erected. A security camera will be provided for in coordination with C.A.P. and ideally located in the existing light pole/electric service at the site. Construction barrier fencing will be provided during site work and installation.

**Maintenance** - The sculpture is designed to shed moisture and resist excess accumulation of organic matter. Wherever possible space/spacers will be provided between adjacent/attached elements to encourage drainage, quick drying of moisture and minimization of condensation. Example: Resin panels will be installed with gaskets, washers, or standoff spacers when attached to structural frame or each other to permit drainage and avoid condensation between layers. Additionally, washers and