



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, JULY 25, 2023 6:30 PM – City Hall Auditorium

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 minutes)

PROCLAMATION: SENIOR LITTLE LEAGUE ALL-STAR DAY (15 minutes)

PUBLIC COMMENTS (30 minutes)

CONSENT AGENDA (15 minutes)

1. Satisfaction and Release of Liens
2. Attorney's Fees:
 - a. Carlton Fields Invoice 1224283
 - b. Johnson Jackson PLLC Invoices 11184, 11185 and 11186
 - c. Unice Salzman Jensen, PA Invoices 46511, 76512, 76513, 76514, 76835
3. Authorize Execution of Agreement with Pinellas County School Board regarding School Resource Officers
4. Authorize Execution of Agreement with Pinellas County Sheriff for Various Services
5. Increase File No. 220184-N-JL Single Source Purchase of Automotive Aquatech and Bucher Municipal Original Equipment Manufacturer Parts and Services
6. Ratify an Increase to File No. 230011-N-AS Single Source Purchase Peerless Vertical Turbine Pump
7. Award File No. 230186-N-PH Single Source Purchase of Original Equipment Manufacturer Vactor Parts and Service
8. Award File No. 230189-N-PH Single Source Purchase of Cummins Original Equipment Manufacturer Parts and Service
9. Award File No. 230196-C-AS Flooring for Public Safety Building
10. Award File No. 230195-C-PH Uniform Building Code Inspection Services

SPECIAL CONSENT AGENDA

11. Authorize City Manager to Execute Form DR-420, Form DR420TIF and Form DR420-MM-P (10 minutes)
12. Ratify Agreement with the Sun Coast Police Benevolent Association (30 minutes)
13. Award File No. 230139-P-AS Electrical, Instrumentation and Control System Services (10 minutes)
14. Whitcomb Bayou Project Update and Direction (30 minutes)
15. Authorize Process for City Manager Candidate Interviews (15 minutes)

ORDINANCES AND RESOLUTIONS (Public Hearings Begin at 7:30 PM)

16. Ordinance 2023-05 Application 22-141 Moses Tucker Partners Future Land Use Map Amendment (1st Reading) (30 minutes)
17. Resolution 2023-24 Budget Resolution (10 minutes)

BOARD AND STAFF COMMENTS (5 minutes)**ADJOURNMENT** (Est. 9:55 PM)

City of Tarpon Springs, Florida

A PROCLAMATION COMMEMORATING THE SIXTIETH ANNIVERSARY OF THE 1963 SENIOR LITTLE LEAGUE ALL-STAR TEAM THAT EARNED THE TITLES OF SOUTHEASTERN UNITED STATES REGION SOUTHERN DIVISION AND FLORIDA STATE CHAMPIONS

WHEREAS, the City of Tarpon Springs from its founding until today is a small southern town that takes pride in all the traditional pastimes found in America, including the sport of baseball; and,

WHEREAS, Tarpon Springs was the winter home of the St. Louis Browns in the 1920's, now known as the Baltimore Orioles; and,

WHEREAS, Tarpon Springs High School Baseball began as early as the 1920's; and,

WHEREAS, America's favorite pastime again manifested itself for the Tarpon Springs youth in the founding of the Tarpon Springs Little League in 1961 for 8- to 12-year-old boys; and,

WHEREAS, the Little League's first three organization-sponsored teams in 1961 reflected the name of their sponsors, specifically, Elks (Elks Lodge 1719), Gallagher (Gallagher Cotton Mills), Greek Community (St. Nicholas Parish); and,

WHEREAS, the importance of Little League in Tarpon Springs is memorialized by the mothers of the Tarpon Springs youth who sponsored the required fourth team in 1961, Silver Scales, through their fundraising efforts of Krispy Kreme Donut sales and a fish fry; and,

WHEREAS, after the success of that first season, a Senior Little League was formed in 1962 for 13- to 15-year-olds, and its first four teams were DeMolay (Jacques DeMolay Lodge), First Federal (First Federal Savings and Loan of Tarpon Springs), First National (First National Bank of Tarpon Springs), Publix; and,

WHEREAS, the population of Tarpon Springs in 1960 was 6,700, and there was only one baseball field in all of Tarpon Springs at the time, Rotary Field, that served the games for all Little League, Tarpon Springs High School, and the adult softball league; and,

WHEREAS, regardless of these limited facilities, the magic of Tarpon Springs shown forth with the 1963 Senior Little League All-Star Team, the first year of official all-star play after the league was formed; and,

WHEREAS, the 1963 Senior Little League All-Star team consisted of 15 players, Randy Boyette, Mark Brown, John Gentry, Fred Howard, Michael M. Houllis, Lazarus Kavouklis, James Melson, Buddy Paulk, Manuel Pondakis, Terry Shell, Tommy Shell, Tony Shell, James Ulmer, Costa Vatikiotis, Tommy Wabberson and two coaches, John Cruz (Manager) and Michael Kouremetis (Coach); and,

WHEREAS, the 1963 Senior Little League All-Star team from the small town of Tarpon Springs, shocked all of Florida and Georgia by winning 6 straight single elimination tournament games to win the Southeastern United States Region Southern Division, Florida State Championship, the Florida West Coast District Championship, and ended their winning streak in Sylva, North Carolina, one game away from Williamsport, Pennsylvania, for the Senior Little League World Series; and,

WHEREAS, each win was a "come from behind" victory that spoke to the heart, character, and perseverance of the City's qualities as reflected in its youth; and,

WHEREAS, after each game and unexpected win, it was a community wide effort to keep the team on the road through the generosity of the City's business community leaders who recommitted their support of funds for food, and travel, and even the Little League moms who contributed by washing the player's uniforms between each game; and,

WHEREAS, it was a time of tumultuous celebration and joy with town parades, television appearances, and newspaper coverage; and,

WHEREAS, all the historical details of this saga are well known, filled with challenges, sacrifice, player injuries, and special moments, far too many to tell here, but in the end, it was truly a magical moment in our City's rich history.

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 July 29, 2023, as

TARPON SPRINGS 1963 SENIOR LITTLE LEAGUE ALL-STAR DAY

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 25th day of July 2023.

City Clerk & Collector

Mayor

OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION July 25, 2023

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

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
Charles E. Iserman Estate	Utility Lien	30633-271406017
S & N Tarpon Enterprises, Inc.	Utility Lien	70513-271202958
S & N Tarpon Enterprises, Inc.	Utility Lien	70511-271202959
Brandon J. Hunton Amanda M. Rivera	Utility Lien	77991-271406335
25 Dodecanese, LLC	Utility Lien	57001-271202548
Freda Wilson	Utility Lien	55883-271203601



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

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

July 7, 2023

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

Via Email:
jlewis@ctsfl.us
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 May 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". The signature is fluid and cursive, with a large, stylized "A" and "S".

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

JULY 06, 2023
ATTORNEY: ADAM P. SCHWARTZ
REFERENCE NUMBER: 18793-66428
INVOICE NUMBER: 1224283

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

BY WIRE:
Wells Fargo Bank, N.A.
ABA No: 121000248
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 05/31/23	\$	17,545.50
COSTS ADVANCED POSTED THROUGH 05/31/23	\$	5.00
CURRENT INVOICE TOTAL	\$	17,550.50

AGED ACCOUNTS RECEIVABLE BALANCE OUTSTANDING BY DAYS

0-30	31-60	61-90	91-120	OVER 120	TOTAL
17,550.50	0.00	0.00	0.00	0.00	17,550.50

***** REMITTANCE COPY *****

TARPON SPRINGS, CITY OF
RE: SPECIAL COUNSEL ATTORNEY SERVICESJuly 06, 2023
REF NO: 18793-66428
INVOICE NUMBER: 1224283**PROFESSIONAL SERVICES POSTED THROUGH MAY 31, 2023**

<u>DATE</u>	<u>INIT</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/01/23	KS*	REVIEW AND ANALYSIS OF WITNESS MATERIALS.	2.50
05/02/23	KS*	REVIEW AND ANALYSIS OF WITNESS MATERIALS.	2.00
05/03/23	KS*	REVIEW AND ANALYSIS OF WITNESS MATERIALS.	2.50
05/04/23	KS*	REVIEW AND ANALYSIS OF WITNESS MATERIALS.	3.00
05/05/23	KS*	REVIEW AND ANALYSIS OF WITNESS MATERIALS.	2.00
05/08/23	KS*	REVIEW AND ANALYSIS OF WITNESS MATERIALS.	1.00
05/09/23	EJH	ANALYZE WITNESS DOCUMENTS AND DEVELOP INVESTIGATION STRATEGY REGARDING THE SAME.	0.80
05/09/23	KS*	REVIEW AND ANALYSIS OF WITNESS MATERIALS.	1.00
05/10/23	EJH	ANALYZE WITNESS DOCUMENTS AND DEVELOP INVESTIGATION STRATEGY REGARDING THE SAME.	2.10
05/11/23	APS	INTERVIEW W/ WITNESS.	2.00
05/11/23	EJH	ANALYZE WITNESS DOCUMENTS AND PREPARE FOR WITNESS INTERVIEW; WITNESS INTERVIEW.	1.90
05/12/23	EJH	ANALYZE WITNESS DOCUMENTS.	2.10
05/15/23	EJH	ANALYZE WITNESS DOCUMENTS.	1.40
05/16/23	EJH	ANALYZE WITNESS DOCUMENTS.	1.60
05/17/23	EJH	ANALYZE WITNESS DOCUMENTS.	1.30
05/18/23	EJH	ANALYZE WITNESS DOCUMENTS.	1.80
05/19/23	EJH	ANALYZE WITNESS DOCUMENTS.	2.10
05/22/23	EJH	ANALYZE WITNESS DOCUMENTS AND PREPARE WITNESS INTERVIEW STRATEGY.	1.70
05/23/23	APS	STRATEGY MEETING AND REVIEW DOCS.	1.00
05/23/23	EJH	ANALYZE WITNESS DOCUMENTS AND FURTHER PREPARE WITNESS INTERVIEW STRATEGY.	1.20
05/23/23	KS*	CALL WITH IRENE JACOBS	0.30
05/24/23	EJH	ANALYZE WITNESS DOCUMENTS AND FURTHER PREPARE WITNESS INTERVIEW STRATEGY.	1.70
05/25/23	EJH	ANALYZE WITNESS DOCUMENTS.	1.80

TARPON SPRINGS, CITY OF
RE: SPECIAL COUNSEL ATTORNEY SERVICES

July 06, 2023
REF NO: 18793-66428
INVOICE NUMBER: 1224283

<u>DATE</u>	<u>INIT</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/26/23	EJH	ANALYZE WITNESS DOCUMENTS.	1.60
05/26/23	KS*	COLLECTION OF ADDITIONAL WITNESS MATERIALS	0.50
05/26/23	KS*	SCHEDULING FOR WITNESS INTERVIEWS	0.10
05/31/23	KS*	SCHEDULING FOR WITNESS INTERVIEWS	0.40
TOTAL FEES FOR PROFESSIONAL SERVICES			\$17,545.50

ATTORNEY FEE SUMMARY

KS*	KELLY SPIDELL*	15.30	hours at	\$315.00 =	4,819.50
EJH	ERIN J. HOYLE	23.10	hours at	\$460.00 =	10,626.00
APS	ADAM P. SCHWARTZ	3.00	hours at	\$700.00 =	2,100.00
TOTALS		41.40			\$17,545.50

TOTAL FEES FOR PROFESSIONAL SERVICES \$ 17,545.50

COSTS INCURRED ON YOUR BEHALF AS POSTED MAY 31, 2023

05/19/23 EDISCOVERY DATA MANAGEMENT HOSTING 5.00
\$5/GB:RELATIVITY DATA HOSTING \$5 - PER GB

TOTAL COSTS AS POSTED THROUGH MAY 31, 2023 \$5.00

INVOICE 1224283 TOTAL \$ 17,550.50

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

TOTAL AMOUNT DUE \$ 17,550.50

INVOICE

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

Invoice #: 11184
Date: 07-13-2023
Due On: 08-12-2023

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

Matter Number:0010.0001 City of Tarpon Springs/General

Services

Date	TK	Description	Hours	Rate	Total
06-01-23	EGJ	Prepare for and attend Bargaining Session with IAFF	4.40	225.00	\$990.00
06-07-23	EGJ	Prepare for PBA Negotiations and prepare alternative proposals	0.70	225.00	\$157.50
06-14-23	JAK	Research legal issue regarding post-termination modifications to personnel records	0.60	125.00	\$75.00
06-14-23	EGJ	Exchange correspondence with Mayor Vatikiotis regarding employment matter; review applicable case law	0.60	225.00	\$135.00
Services Subtotal:					\$1,357.50

Expenses

06-30-23	6/30 - Westlaw Research	1.00	17.52	\$17.52
Expenses Subtotal:				\$17.52

Subtotal:	\$1,375.02
Total Invoice Due:	\$1,375.02
Payment	\$0.00
Total Balance Due:	\$1,375.02

Total Matter Balance \$1,375.02

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

INVOICE

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

Invoice #: 11185
Date: 07-13-2023
Due On: 08-12-2023

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

Matter Number:0010.0017 City of Tarpon Springs/PBA Negotiations 2023

Services

Date	TK	Description	Hours	Rate	Total
06-01-23	EGJ	Attend meeting with Chief J. Young and negotiating team to prepare for bargaining session	0.80	225.00	\$180.00
06-06-23	EGJ	Attend meeting with Mark LeCouris and negotiating team to prepare for bargaining session	0.80	225.00	\$180.00
06-06-23	EGJ	Prepare for call with Mark LeCouris by review of PBA proposals and revised executive summary	0.30	225.00	\$67.50
06-07-23	EGJ	Prepare for and attend PBA negotiations	6.30	225.00	\$1,417.50
06-08-23	EGJ	Review correspondence from Judy Staley; prepare for negotiations and meeting with Mark LeCouris; review notes	0.30	225.00	\$67.50
06-09-23	EGJ	Attend meeting to discuss negotiation strategy; review CBAs for neighboring municipalities; research language related to supplemental assignment pay; review correspondence from Judy Staley	1.40	225.00	\$315.00
06-12-23	EGJ	Prepare for CBA negotiations; prepare City Proposal #3 and draft language; review draft proposal from Judy Staley	1.20	225.00	\$270.00
06-12-23	EGJ	Phone conference with Jane Kniffen regarding bargaining	0.30	225.00	\$67.50
06-13-23	EGJ	PBA Contract Negotiations; finalize terms of CBA	4.20	225.00	\$945.00
06-14-23	EGJ	Review final revisions to the Collective Bargaining Agreement and exchange correspondence with Judy Staley	0.90	225.00	\$202.50
06-28-23	EGJ	Review correspondence from Judy Staley and Frank Ruggiero	0.30	225.00	\$67.50

06-29-23	EGJ	Review correspondence from Judy Staley and Frank Ruggiero regarding finalizing PBA contract	0.30	225.00	\$67.50
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Services Subtotal: \$3,847.50

Expenses

06-08-23	05022023 - EGJ - Travel to City to attend negotiations	1.00	36.68	\$36.68
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06-08-23	05182023 - EGJ - Travel to City to attend negotiations	1.00	36.68	\$36.68
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06-08-23	05232023 - EGJ - Travel to City to attend negotiations	1.00	36.68	\$36.68
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Expenses Subtotal: \$110.04

Subtotal:	\$3,957.54
Total Invoice Due:	\$3,957.54
Payment	\$0.00
Total Balance Due:	\$3,957.54

Total Matter Balance \$3,957.54

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

INVOICE

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

Invoice #: 11186
Date: 07-13-2023
Due On: 08-12-2023

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

Matter Number:0010.0018 City of Tarpon Springs/IAFF Negotiations 2023

Services

Date	TK	Description	Hours	Rate	Total
06-02-23	EGJ	Review and consider salary proposal for negotiations	0.30	225.00	\$67.50
06-06-23	EGJ	Prepare for negotiations	0.70	225.00	\$157.50
06-13-23	EGJ	Prepare for negotiations; meeting with Mark LeCouris, Jane Kniffen, and Judy Staley	0.40	225.00	\$90.00
06-15-23	EGJ	Analyze salary proposal and IAFF contract terms	0.40	225.00	\$90.00
06-20-23	EGJ	Review correspondence from Judy Staley and Craig Misener	0.30	225.00	\$67.50
06-20-23	EGJ	Review notes from Bargaining Session #1 to prepare for Bargaining Session #2	0.60	225.00	\$135.00
06-21-23	EGJ	Prepare for and attend Bargaining Session #2	4.20	225.00	\$945.00
06-22-23	EGJ	Attend virtual meeting with negotiation team to strategize on counterproposal	1.00	225.00	\$225.00
06-23-23	EGJ	Review correspondence from Judy Staley regarding IAFF contract negotiations; analyze language in Contract	0.30	225.00	\$67.50
06-28-23	EGJ	Review and analyze pension study	0.40	225.00	\$90.00

Services Subtotal: \$1,935.00

Subtotal:	\$1,935.00
Total Invoice Due:	\$1,935.00
Payment	\$0.00
Total Balance Due:	\$1,935.00

Total Matter Balance \$1,935.00

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

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
July 06, 2023
Account No: 1924-0000M
Invoice No: 76511

Tarpon Springs/General

Description			Hours	
06/02/2023	AJS	Review correspondence form Cyndee Stoner; Prepare email to Cyndee Stoner regarding potential Code violation.	0.20	45.00
	AJS	Review correspondence from owner of AmirHouses and Cyndee Stoner regarding violation.	0.20	45.00
	AJS	Review correspondence from Regina Kardash regarding Representation Request; Analysis of same.	0.20	45.00
	AJS	Review correspondence form Chief Young regarding Mr. Kalde (2x) regarding Code Violation.	0.20	45.00
	AJS	Review correspondence from Fred Kazaleh (2x) regarding Code violation; Review correspondence from Cyndee Stoner regarding Code Hearing; Review revised Purchase Agreement; Prepare email to City Manager LeCouris.	0.60	135.00
06/05/2023	AJS	Review correspondence and prepare email to Marco Menna regarding purchase agreement.	0.20	45.00
	AJS	Review correspondence from Cyndee Stoner regarding Elias Lindiakos regarding code violation.	0.10	22.50
	AJS	Review correspondence from Irene Jacobs regarding Code Enforcement Order; Analysis of same; Prepare email to Irene Jacobs; Review correspondence from Sergeant Miller regarding Code Enforcement; Review correspondence from Amir Kalde regarding Code Enforcement; Analysis of same.	0.60	135.00
	AJS	Review correspondence from City Manager LeCouris; Review correspondence from Attorney Herb Elliot regarding request for reimbursement; Prepare email to City Manager LeCouris.	0.40	90.00
06/06/2023	AJS	Review Sod Installation Bid Documents; Analysis of same; Prepare email to Pat Hall.	1.00	225.00
	AJS	Review correspondence from Marco Menna; Conference with City Manager LeCouris; Prepare email to Marco Menna regarding purchase agreement.	0.50	112.50
	AJS	Review correspondence from Pat Hall; Review and analysis of Bid Documents regarding Riverside Park Tennis Court Reconstruction; Review correspondence from Pat Hall regarding legal sufficiency.	1.30	292.50
06/07/2023	AJS	Conference with Attorney Carlton Ward; Review correspondence and prepare		

			Hours	
		email to Marco Menna regarding Attorney Ward; Review correspondence from Carlton Ward.	0.50	112.50
	AJS	Prepare email to Mr. Kalde regarding Code violation.	0.10	22.50
	AJS	Review correspondence from Paul Smith regarding Request for Reimbursement.	0.10	22.50
06/08/2023	AJS	Review correspondence from Carlton Ward regarding purchase agreement; Review correspondence from City Manager regarding purchase agreement; Review documentation regarding purchase agreement; Prepare email to Carlton Ward.	0.80	180.00
	AJS	Prepare for and attend Code Enforcement Board Meeting.	3.00	675.00
	AJS	Conference with Thomas Kiger, Nick Makris, Paul Smith, Bob Robertson regarding sewer claim.	0.30	67.50
	AJS	Review correspondence from Scott McLaren; Analysis of same; Prepare email top Mayor and Commissioners regarding Morgan Group.	0.60	135.00
06/09/2023	AJS	Conference with Adam Schwartz regarding several issues.	0.30	67.50
	AJS	Review correspondence and prepare email to City Manager regarding purchase agreement.	0.20	45.00
06/12/2023	AJS	Review correspondence from Cyndee Stoner regarding fine reduction; Review Notice concerning Diebold Holding Company; Analysis of same; Review correspondence from Kristen Johnson regarding Appeal; Review Order Regarding Chawn Bryant Granting Evidentiary hearing; Prepare email to Chief Young.	1.30	292.50
06/13/2023	AJS	Prepare and attend Board Meeting.	3.80	855.00
	AJS	Review correspondence from Chief Young; Review correspondence from Major Ruggiero; Prepare email to Major Ruggiero regarding Hearing; Review of litigation files; Prepare updated litigation status.	2.50	562.50
06/14/2023	AJS	Review correspondence and analysis of issues; Prepare email to Bob Robertson regarding appraisal.	0.40	90.00
	AJS	Review correspondence from Major Ruggiero regarding Chawn Bryant.	0.10	22.50
	AJS	Review correspondence from opposing Counsel regarding Chawn Bryant.	0.10	22.50
06/15/2023	AJS	Review correspondence from Janina Lewis; Review and analysis of Statement of Work and Master Service Agreement; Prepare email to Janina Lewis; Review correspondence and conference with Sergeant Miller regarding Code Issue; Prepare email to Carlton Ward regarding Purchase Agreement.	1.50	337.50
	AJS	Prepare email to Carlton Ward; Review correspondence and prepare email to City Manager regarding Purchase Agreement.	0.20	45.00
06/16/2023	AJS	Prepare email and review correspondence from Carlton Ward; Prepare email to City Manager regarding Purchase Agreement.	0.30	67.50
	AJS	Review correspondence and prepare email to Bob Robertson regarding Purchase Agreement.	0.20	45.00
	AJS	Conference with Commissioner Koulianos; Conference with Chief Young, Sergeant Miller regarding lien; Review correspondence and prepare email to Sergeant Miller regarding Nuisance Abatement; Conference with Chief		

Tarpon Springs/General

			Hours	
		Young, Sergeant Miller and Michele Manousos regarding lien.	1.50	337.50
	AJS	Review correspondence from Janina Lewis; Review Core Notice and attached documentation; Analysis of same Janina Lewis.	1.70	382.50
	AJS	Review correspondence and prepare email to Carlton Ward regarding Purchase Agreement; Prepare email to City Manager, Cyndee Stoner, Regina Kardash, Sergeant Ed Miller regarding Code Board Appeal.	0.30	67.50
	AJS	Conference with City Clerk regarding several issues.	0.30	67.50
06/19/2023	AJS	Review correspondence from Carlton Ward; Prepare email to City Manager; Review correspondence from City Manager; Prepare email to City Manager regarding Purchase Agreement.	0.20	45.00
	AJS	Conference with Carla Burroughs; Prepare email to Irene Jacobs and Ed Miller regarding Lien.	0.30	67.50
	AJS	Conference with Carla Burrowes; Review correspondence and prepare email to Sergeant Miller regarding Code Order; Prepare settlement agreement; Prepare email and review correspondence from Sergeant Miller regarding settlement agreement; Prepare email to City Manager regarding settlement agreement; Review correspondence from City Manager regarding settlement agreement.	2.60	585.00
06/20/2023	AJS	Prepare settlement agreement and mutual Release; Prepare email to Bob Robertson; Review correspondence and prepare email to Janina Lewis regarding Frankenmuth; Review correspondence and prepare email to Bob Robertson; Review and revise agreement.	2.80	630.00
06/21/2023	AJS	Review correspondence from Bob Robertson; Analysis of lease agreement; Prepare email to Bob Robertson; Review correspondence from Bob Robertson; Review correspondence from Janina Lewis; Review proposed Housing and Urban Development language for legal sufficiency; Prepare email to Janina Lewis.	1.00	225.00
06/22/2023	AJS	Review correspondence from Attorney Buell; Review correspondence from City Manager LeCouris; Conference with Attorney Buell; Conference with City Manager LeCouris; Prepare email to Attorney Buell regarding Sagonias property.	1.00	225.00
06/23/2023	AJS	Prepare email to Carlton Ward; Review correspondence from Carlton Ward; Conference with City Manager LeCouris; Review correspondence from Ron Haring regarding scrow Santorini property; Review correspondence from Debi Favero.	0.50	112.50
	AJS	Review correspondence from Regina Kardash; Review correspondence from Michelle Manousos regarding Public Records.	0.30	67.50
06/26/2023	AJS	Review correspondence from Jenica Ellenberger; Prepare email to Jenica Ellenberger regarding hearing; Review correspondence and prepare email to City Manager regarding property issue.	0.30	67.50
	AJS	Review correspondence from Bob Robertson; Review Executed Notice to Proceed and Cure Notice regarding D-Mar.	0.40	90.00
	AJS	Review correspondence and prepare email to Robin Rives; Review and analysis of Amendment to Agreement with Florida Department of Environmental Protection, attachments and Exhibits.	1.30	292.50

			Hours	
06/27/2023	AJS	Prepare and attend Board meeting.	3.20	720.00
	AJS	Review correspondence from Morgan Group regarding permits; Prepare email to City Manager LeCouris; Conference with Attorney Lindemann regarding Schwartz; Review documents regarding Schwartz; Conference with City Manager.	1.60	360.00
06/28/2023	AJS	Prepare email to Mayor and Board of Commissioners.	0.20	45.00
06/29/2023	AJS	Conference with Commissioner regarding Public Records; Review correspondence from Defense Counsel.	0.50	112.50
	AJS	Conference with Renea Vincent; Review Response; Prepare email to Renea Vincent regarding legality of Response; Conference with City Manager regarding Same; Prepare email to Attorney Etchevery.	0.60	135.00
06/30/2023	AJS	Conference with Commissioner regarding Board meeting; Review and analysis of Duke Interconnection Agreement; Prepare email to Paul Smith.	1.30	292.50
	AJS	Conference with Mayor Vatikiotis regarding several issues.	0.50	112.50
		For Current Services Rendered	44.20	9,945.00
		Total Current Work		9,945.00
		Balance Due		<u>\$9,945.00</u>


Received**JUL 11 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

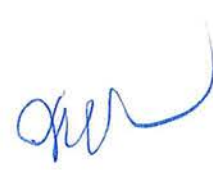
Attn: Mark LeCouris

Page: 1
July 06, 2023

Account No: 1924-0002M
Invoice No: 76512

City of Tarpon Springs/Colson, Clay

Description			Hours	
06/01/2023	AJS	Review Recommendation and Findings of Facts; Prepare email to Mayor Vatikiotis, City Commission and City Manager.	0.30	52.50
06/21/2023	AJS	Review Motion for Rehearing.	0.20	35.00
	AJS	Review Morgan Group's response to Motion for Rehearing.	0.10	17.50
06/22/2023	AJS	Review Second District Court of Appeal Court Orders regarding procedural.	0.20	35.00
06/23/2023	AJS	Review Court Orders from Second District Court of Appeal regarding Rehearing.	0.20	35.00
06/27/2023	AJS	Review Court Order; Prepare email to Mayor Vatikiotis and City Commission.	0.30	52.50
		For Current Services Rendered	1.30	227.50
		Total Current Work		227.50
		Balance Due		<u>\$227.50</u>



Received

JUL 11 2023

**City Manager
Tarpon Springs**

UNICE SALZMAN JENSEN, P.A.
ATTORNEYS AT LAW
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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
July 06, 2023
Account No: 1924-0003M
Invoice No: 76513

Attn: Mark LeCouris

City of Tarpon Springs/Concerned Citizens

Description			Hours	
06/01/2023	AJS	Review Court Order; Prepare email to Mayor Vatikiotis, City Commission and City Manager regarding Order Granting Oral Argument.	0.20	35.00
06/06/2023	AJS	Review documents for response to Request for Production; Prepare response to Request for Production.	1.80	315.00
		For Current Services Rendered	2.00	350.00
		Total Current Work		350.00
		Balance Due		<u>\$350.00</u>



Received

JUL 11 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

Trask Daigneault

Page: 1
July 06, 2023
Account No: 1924-0008M
Invoice No: 76514

Description			Hours	
06/01/2023	AJS	Finalize Request for Production.	0.20	35.00
06/02/2023	AJS	Prepare Response to Request for Production; Prepare email to Mayor Vatikiotis and Commission; Conference with Mayor Vatikiotis; Conference with Vice-Mayor Lunt.	3.30	577.50
06/06/2023	AJS	Review correspondence from Mayor Vatikiotis; Prepare email to Mayor Vatikiotis; Conference with Commissioner.	0.40	70.00
06/07/2023	AJS	Review correspondence from Mayor Vatikiotis regarding discovery; Analysis of same; Review and revise Response to Request for Production.	1.30	227.50
06/08/2023	AJS	Prepare email, review correspondence and prepare email to Adam Schwartz regarding Request for Production.	0.20	35.00
06/09/2023	AJS	Prepare Notice of Service of Response to Plaintiff's First Request for Production; Finalize Response to Request for Production; Review Case Management Order.	0.90	157.50
06/16/2023	AJS	Review correspondence from Attorney Haney regarding records; Analysis of same; Conference with Mayor Vatikiotis regarding records.	0.40	70.00
06/20/2023	AJS	Review correspondence from Attorney Loeb; Prepare email to Mayor and Commissioner regarding hearing; Conference with Commissioner.	0.50	87.50
06/21/2023	AJS	Review correspondence regarding Court Order; Conference with Attorney Haney regarding Case Management Conference.	0.40	70.00
	AJS	Review correspondence from City Clerk; Prepare email to City Clerk regarding Public Records.	0.20	35.00
06/23/2023	AJS	Conference with Attorney Schwartz; Conference with Commissioner regarding several issues.	0.80	140.00
06/29/2023	AJS	Conference with Attorney Haney regarding hearing dates; Prepare and attend hearing with Judge Jirotko; Review hearing Notice; Prepare email to Irene		

			Hours	
Jacobs and Michele Manousos regarding hearing; Conference with Irene Jacob and Michele Manousos.			1.00	175.00
06/30/2023	AJS	Prepare email to Mayor and Commissioners regarding hearing.	0.10	17.50
	AJS	Review Response to Reqeust for Production; Prepare email to Attorney Haney.	0.40	70.00
	AJS	Review Answers to Interrogatories; Analysis of same.	0.40	70.00
For Current Services Rendered			10.50	1,837.50
Total Current Work				1,837.50
Balance Due				<u>\$1,837.50</u>

**Received**

JUL 11 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

City of Tarpon Springs/Johnson

Page: 1
July 07, 2023

Account No: 1924-0009M
Invoice No: 76835

		<u>Description</u>	Hours	
06/19/2023	AJS	Review file and prepare Notice of Appearance.	0.60	105.00
		For Current Services Rendered	0.60	105.00
		Total Current Work		105.00
		Balance Due		<u>\$105.00</u>



 **Received**

JUL 11 2023

**City Manager
Tarpon Springs**



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM



Robert P. Kochen
CHIEF OF POLICE

"Building a Better Future Through Excellence in Policing"

To: Honorable Mayor & Board of Commissioners

From: Chief Jeffrey P. Young

Date: July 14, 2023

Reference: Review & Approve City Manager to sign a new 3-year agreement with School board and mutual termination of current agreement.

Copies: City Manager, City Clerk

Background:

In June 2021, the City entered into a 3-year agreement approved by the BOC with the Pinellas County School Board to have 6 SRO's assigned to the Public schools in our City. There are 2 SRO's in the High School, 1 in the Middle School, 1 in Tarpon Elementary, 1 in Tarpon Fundamental and 1 in Sunset Hills Elementary. The current agreement has expired on June 30, 2023.

The School Board is requesting all agencies to enter into new agreements, and the School Board and the City of Tarpon Springs under "Article IX Termination" would mutually agree to terminate the current agreement which expired on June 30, 2023, upon the execution of the updated new 3-year agreement which would be in effect from July 1, 2023 to June 30, 2026.

- *The School Board shall pay to the City of Tarpon Springs the sum of **\$68,251.14** (Sixty-Eight Thousand Two Hundred and Fifty-One Dollars and Fourteen cents) for each of the six (6) SROs assigned to the schools identified in Article I A of the School Resource Officer Agreement for a total sum payable annually in the amount of **\$409,506.84** (Four Hundred and Nine Thousand Five Hundred and Six Dollars and Eighty-Four Cents). This amount shall be paid monthly in twelve payments beginning July 1, 2023, in the amount of **\$34,125.57** (Thirty-Four Thousand One Hundred and Twenty-Five Dollars and Fifty-Seven cents).*

The City Attorney has reviewed and approves of this agreement.

There is no local match required.



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM



Robert P. Kochen
CHIEF OF POLICE

"Building a Better Future Through Excellence in Policing"

Recommendation: Approve the signing of the new 3-year agreement with the Pinellas County School Board by the City Manager, and mutual termination of the current agreement.

Prepared by:
Chief Jeffrey P. Young

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA** (referred to herein as the "**Board**"), and **CITY OF TARPON SPRINGS**, (referred to herein as "**Tarpon Springs P.D.**" or "**City**"), is for the services to be provided by the Tarpon Springs P.D. for the School Resource Officer Program ("SRO Program").

WITNESSETH:

WHEREAS, the safety and security of students and staff at schools is enhanced by the SRO Program; the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRO Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers' service to the community, and

WHEREAS, the Board and the City intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and in accordance with the provisions of F.S. §1006.12, and

WHEREAS, the Board and the Tarpon Springs P.D. will mutually benefit from the SRO Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. The Obligations of the Tarpon Springs P.D. and the SROs are as follows:

A. Provision of School Resource Officers. The Tarpon Springs P.D. shall assign one regularly employed officer to serve at each of the following schools: Sunset Hills Elementary, Tarpon Springs Fundamental Elementary School, Tarpon Springs Elementary School and Tarpon Springs Middle School. Two regularly employed officers will serve at Tarpon Springs High School.

B. Designation and Selection of School Resource Officers. SROs have a dual role at the schools which they serve. They serve as law enforcement officers and as "school officials" who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. § 1002.221.

The Chief of Tarpon Springs P.D., or his designee, in consultation with the principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following criteria.

1. The SRO must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.

2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO Program is to foster a positive image of police officers

among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he or she is assigned.

3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services. The SRO will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRO and the principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRO must have the desire and ability to work cooperatively with the principal and his administrative staff.

5. The SRO must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Officers.

1. The full time SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRO's specific duty hours shall be determined by the SRO supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SROs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist, by the Chief of Tarpon Springs P.D.

2. If it is necessary for the assigned SRO to be absent from school during the hours school is in session, the Tarpon Springs P.D. shall provide a certified Law Enforcement Officer to cover the absence.

3. SROs will sign in daily using the electronic access program at their assigned school and by signing the sign in sheet provided. The SRO will comply with any district health or safety related check in procedures as deemed necessary. The check in procedure will serve a dual purpose. The procedure will ensure the health and safety of the SRO, as well as students and staff. Secondly, this check in procedure will provide the school district with an independent accounting tool to ensure the SRO's presence on campus. Payment of invoices for services rendered is dependent on the receipt of daily sign in sheets and door access data being received.

D. Training for School Resource Officers.

Prior to July 1 of each year, the Board will identify the county-wide SRO training dates. The Board and the Tarpon Springs P.D. will jointly determine the topics, curriculum and delivery of the training. In order to ensure implementation of all policies and procedures necessary for school safety and security, strong consideration of the recommendations made by the School Safety Specialist appointed pursuant to F.S. § 1006.07 (6) will be given.

E. Duties of School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the principal.

2. Act as a resource person in the area of law enforcement education at the request of the principal.

3. Conduct criminal investigations of violations of law on School Board property. The Tarpon Springs P.D. and the District agree that acts of misconduct that fall solely under the school's code of conduct shall be the responsibility of school officials and matters involving possible violations of criminal law shall be the responsibility of the School Resource Officer to investigate using all resources available. The District encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRO's are encouraged to exercise discretion and to divert student offenders to school based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

5. Make arrests and referrals of criminal law violators.

6. Appear at State Attorney investigations, depositions, trials and sentencing.

7. Provided that there is law enforcement coverage, transport to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the principal, or his/her designee.

9. Receive and dispatch complaints via telephone, walk-in and radios.

10. Develop, implement, and evaluate security programs in the school assigned.

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings, whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (l)(i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, and

§§1002.22, 1022.221 F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

13. Maintain a file on property reported lost and/or stolen at the SRO's school.
14. Provide counseling or referrals to students as needed.
15. Secure, handle and preserve evidence.
16. Recover School Board property through working with other police agencies.
17. Make referrals to social agencies.
18. Relay messages in emergency situations (such as, tornadoes, hurricanes,
etc.)
19. Provide special truancy investigations and prepare for prosecution.
20. Coordinate investigation of bus stop incidents.
21. Wear the official police uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and the SRO supervisor.
22. Perform such other duties as mutually agreed upon by the principal and the SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the Tarpon Springs P.D.
23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the Tarpon Springs P.D. The parties to this agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its' subsequent amendments.
24. Provide encouragement and mentoring to support students in their schools for the benefit of the student and the SRO program
25. Participate as an active part of the school's administrative team when implementing the requirements of F.S. §1006.12.
26. The Tarpon Springs Police Department will provide an opportunity for principals to provide input on the SRO's performance.
27. If an SRO discharges a firearm in the course of his or her duties, other than for training purposes, the SRO will notify the Schools Police Communication Center as soon as practical, but not later than 48 hours of the shooting, so that the district may notify the Office of Safe Schools within the 72-hour time frame required by F.S. § 1006.12 (5).
28. The Office of Safe Schools interchangeably uses the term "Safe School Officer" to describe SROs, School Safety Officers (SSOs) and Guardians. The Tarpon Springs P.D. will notify School Police Communications Center at 727-547-7221 whenever an SRO is dismissed from

their assignment due to misconduct, if committed during the exercise of safe school duties. This notification should be made as soon as practical, but within 72 hours of the dismissal. In addition, Schools Police will be notified of any SRO assignment changes such as reassignment due to unit transfer or promotion.

29. If an SRO uses a taser or chemical irritant spray on a school campus or around students, while the SRO is acting in their SRO capacity, Pinellas County Schools Police will be notified as well as the school principal as soon as practical under the circumstances.

30. If an SRO wears and uses a body worn camera (BWC), the Tarpon Springs P.D. will comply with F.S. §943.1718, and other applicable legal authority and will provide the School Board with its policies and procedures regarding the use of BWCs as set forth in F.S. §943.1718 including updates to such policies and procedures as they become available. Further, to the extent practicable the Tarpon Springs P.D. will notify the Board prior to any public release of BWC audio or video captured on a school campus, or of a student while the SRO is acting in their SRO capacity.

F. Support Services to be Provided by Tarpon Springs P.D. The Tarpon Springs P.D. shall supply the following support services for SROs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.
2. Maintain a dispatch log, consistent with accepted law enforcement management practices.
3. Provide copies of all reports taken by the School Resource Officer to the Pinellas County Schools Police, upon request, as the law allows.
4. Provide each SRO with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the Tarpon Springs P.D.
5. Maintain copies of reports generated by officers in compliance with State and Federal laws.
6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws.

ARTICLE II. Relationship of SROs to Board and Tarpon Springs P.D.

The SRO shall be an employee of the Tarpon Springs P.D. and not an employee of the Board. The Tarpon Springs P.D. shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRO's immediate supervisor or to the department's internal affairs section. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

ARTICLE III. Charges for SRO Services

In consideration of the services provided herein, the Board shall pay to the Tarpon Springs P.D. the sum of \$68,251.20 (Sixty-Eight Thousand Two Hundred Fifty-One Dollars and Twenty Cents) for each of the six (6) SROs assigned to the schools identified in Article I A

herein for a total sum payable annually under this Agreement of \$409,507.20 (Four Hundred Nine Thousand Five Hundred Seven Dollars and Twenty Cents). This amount shall be paid monthly in twelve payments beginning July 1, 2023, in the amount of \$34,125.60 (Thirty-Four Thousand One Hundred Twenty-Five Dollars and Sixty Cents). The parties agree that in the event the Board approves an increase to the salary of Pinellas County Schools Police during the term of this Agreement, the same percentage increase will be applied to increase the amount payable per SRO.

Additionally, the Board agrees that the amount paid for the services of the SROs employed by the Tarpon Springs P.D. throughout the term of his agreement, will not be less than the amount paid by the Board for the services of SROs employed by any other law enforcement agency and to the extent the Board contracts with another law enforcement agency and agrees to pay more than \$68,251.20 for the services of an SRO, the amount payable hereunder will automatically increase to match the amount payable to the other law enforcement agency.

To the extent that security services are provided by the Tarpon Springs P.D. at school functions occurring after regular school hours, including an extended school day, Tarpon Springs P.D. shall be paid in accordance with the Tarpon Springs P.D. salary policy and procedures. The school at which such services are provided, shall be billed for such services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15th of June.

ARTICLE IV. Problem Resolution.

The parties, their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Board and the Chief, or their designees.

ARTICLE V. Amendments.

This Agreement may be amended by the chief administrative officers of the parties. Any amendment shall be reduced to writing and signed by the Chief of the Tarpon Springs P.D. and the Superintendent of Pinellas County Schools.

ARTICLE VI. Transfer of SROs.

Both the School Board and the Tarpon Springs P.D. desire to avoid the transfer of an SRO at the request of a principal. Therefore, except in egregious circumstances when the SRO's behavior warrants immediate removal, the following procedures must be followed:

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRO first, followed by consultation with the SRO's supervisor if necessary.

B. If, after sufficient time has been given for the SRO to modify his/her performance, and concerns still exist, then the principal will recommend to the Area Superintendent that the SRO be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Area Superintendent, or designee, will confer with the Chief, or designee, to

attempt to resolve any problem that may exist between the SRO and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be transferred from the school and a replacement will be selected, as provided elsewhere in this Agreement.

This Article does not provide the SRO any rights separate and apart from those found in the Tarpon Springs P.D.'s collective bargaining agreement with its union. Only the Tarpon Springs P.D. itself, and not individual SROs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the Tarpon Springs P.D. from unilaterally transferring the SRO at its sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for three (3) years beginning July 1, 2023, and ending on June 30, 2026. Notwithstanding the expiration of the term of this Agreement on June 30, 2026, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the Tarpon Springs P.D. as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been fully negotiated, executed and approved. The Board shall continue to pay to the Tarpon Springs P.D. on a monthly basis the amount due under this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, shall be retroactively applied for services rendered after June 30, 2026, when the replacement contract has been negotiated, executed and approved.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRO will be provided with a private office. Upon request, SROs will be provided free access to the Board's computer network to the extent that it is economically practicable. The Tarpon Springs P.D. will provide the computer hardware to be utilized by the SRO, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to school board policy 7540.04, Use of Electronic Resources.

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet, and office supplies (e.g. paper, pencil, pens, etc.).

D. Access to a computer and/or secretarial assistance.

E. The SRO will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX. Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111.07, the Tarpon Springs P.D. shall defend any lawsuit filed against the Tarpon Springs P.D. or the SRO which arises out of services performed by the Tarpon Springs P.D. The Tarpon Springs P.D. procedures shall be followed in handling such suits. The Tarpon Springs P.D. shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Tarpon Springs P.D. and the Board.

B. The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Board and the Tarpon Springs P.D.

ARTICLE XI. Miscellaneous.

A. Assignment. This Agreement may not be assigned without the written consent of the Tarpon Springs P.D. and the Board.

B. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a

C. determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

D. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Tarpon Springs P.D. to:
Chief of Police, Tarpon Springs P.D.
444 S. Huey Avenue
Tarpon Springs, FL 34689

Copy to:
City Attorney, City of Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34689

Board to:
Chief of Police
Pinellas County Schools Police
11111 S. Belcher Rd.
Largo, FL 33773

Copy to:
Office of School Board Attorney
Pinellas County School Board
301 4th St. SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the ____ day of _____, 2023.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Attest: _____

Print: _____

Chairman

Print: _____

Ex-Officio Secretary

CITY OF TARPON SPRINGS, FLORIDA

By: _____

Attest: _____

Print: _____

City Manager

Print: _____

City Clerk

Approved as to form:

Sign: _____

Print: _____
School Board Attorney,
Pinellas County Schools

Approved as to content and correctness:

Print: _____
City Attorney



TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Honorable Mayor and Board of Commissioners

From: Jeffrey P Young, Chief of Police

Date: July 14, 2023

Ref: Approve combined CAD/RMS, Crime Scene and Fingerprint agreement with the Pinellas County Sheriff's Office (10/1/23 through 09/30/24) and approved additional expenditures with Pinellas County Sheriff's Office.

Copies: City Manager, City Attorney, City Clerk, File

The Police Department has funding for the following essential services from the Pinellas County Sheriff's Office in the fiscal year 2024 Police budget:

- Computer Aided Dispatch (CAD) maintenance:
This is the main computer system/software that our communications division utilizes for police operations.
- ISP Connection Costs:
This provides 50MB service of internet and secondary internet to link our department to Pinellas County Sheriff's Office. This provides connectivity for the records management system.
- Augmented Criminal Investigative Support System (ACISS):
This is the main computer system/software that our department uses for police records, intelligence led policing (ILP), and other databases. Also, a component of ACISS is the police report "call in system" known as (ARMS).
- Traffic Crash Reporting System (TraCS):** no charge for this system **



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

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TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

TraCS is an automated traffic accident program that we utilize for reporting all traffic accidents within the city to the Florida Department of Highway Safety and Motor Vehicles.

- Latent Print Services:

The Police Department utilizes these essential services for developing and analyzing fingerprints submitted from crime scenes.

- Automated Report Management System (A.R.M.S.) :

- A.R.M.S. is the report writing call in system that is a part of our CAD/RMS system with the Sheriff's Department. This system is a part of the Sheriff's CAD/RMS contract that the City Commission approved.

- Pinellas Juvenile Assessment Center Fees:

These fees (paid by other municipalities also) help support the P.J.A.C. center, which is where police agencies bring in custody juveniles.

- Forensic Services:

The Police Department utilizes these essential services for major crime scenes.

- Intoxilizer Testing Services:

The Sheriff's Office provides intoxilizer services for our department when our intoxilizer instrument is unavailable or an officer uses the Sheriff's Office Central Breath test location.

- Range Fees:

The Sheriff's Office allows us to use/rent the range for training.



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TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

The above services are essential to the Police Department and are provided to us at a reasonable cost with full support from the Sheriff's Office. The FY 2024 Police budget has funds appropriated to cover the costs of the services covered in the agreement before you.

The approximate cost for all of the services provided is \$140,000. Attached to the agreement is a spreadsheet that has a detailed breakdown of the costs associated with this agreement. Please note that charges for Forensic services, Automated Report Management System (ARMS), Pinellas Juvenile Assessment Center Fees, Range Fees and Intoxilizer service are billed when the services are rendered and charges are reflected on the spreadsheet as TBD. The estimated annual cost for Forensic services are \$24,000, Automated Report Management System (ARMS) are \$30,000 and Pinellas Juvenile Assessment Center Fees, Range Fees and Intoxilizer service are \$7,000.

I am respectfully asking that the City Commission approve this agreement so we can continue these essential services beginning on October 1, 2023.

***Contingent on the approval of the contract before you and the approval of the FY24 budget, I am requesting that the Board also approve the expenditure of the funds to pay for all services related to the Pinellas County Sheriff's Office.

Note:

The City Attorney has reviewed this agreement and is fine with its content.

The total FY 2024 contract charges are 4.3% more than the total FY 2023 contract charges.

Source of Funding for the above services:

FY 2024 Police Department general fund budget.



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Attachment 1

PINELLAS COUNTY SHERIFF'S OFFICE
Ancillary Contract Costs
City of Tarpon Springs
FY24

Computer Aided Dispatch (CAD):Notes:

55	Inform Mobile/ESRI Mapping Mobile Licenses	\$	264.00	per license	=	\$	14,520.00	Ongoing Annual Maintenance
3	Inform CAD Workstations	\$	3,257.11	per station	=	\$	9,771.33	Ongoing Annual Maintenance
1	Inform CAD Citrix Server	\$	525.00	per license	=	\$	525.00	Ongoing Annual Maintenance for Software required to remote access to CAD
							<u>\$ 24,816.33</u>	Total CAD Cost

ISP Connection Costs:

2	Bright House 50MB Service *	\$	10,824.66	monthly fee	=	\$	21,649.32	Back-up connection/ongoing annual cost \$1,804.11 per month, for (2) locations (SAB & TSPD) three year contract
2	CenturyLink 50 MB Service * (\$820.68/month for each location)	\$	9,848.16	monthly fee	=	\$	19,696.32	Secondary internet provider/ongoing annual cost \$1,804.11 per month for (2) locations (SAB & TSPD) three year contract
							<u>\$ 41,345.64</u>	Total ISP Cost

ACISS/Records Management System:

10	ACISS Licenses	\$	540.97	per license	=	\$	5,409.70	Ongoing Annual Maintenance
TBD	ARMS Reports (billed monthly)	\$	5.50	per report	=		TBD	No charge if Officers complete their own reports

Forensic Science Services: (as requested, billed monthly)

TBD	Forensic Specialist per Hour	\$	54.59	per hour	=		TBD	Charged by the hour for Forensic Specialist(s)
TBD	Forensic Supervisor per Hour	\$	68.15	per hour	=		TBD	Charged by the hour for Forensic Supervisor(s)
TBD	Forensic Overhead Cost per Hour	\$	8.82	per hour	=		TBD	For Forensics Imaging Tech Support & Supplies

Latent Print Services:

70	Latent Print Cases	\$	105.17	per case	=	\$	<u>7,361.90</u>	70 cases in the FY23 Contract FY22 Actual Workload = 15 Cases
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TOTAL COST:

\$ 78,933.57 Total Due October 1st
 ARMS and Forensics billed monthly

\$ 75,671.53 FY23 Contract Total
 4.3% Percent increase (decrease)

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

A. COMPUTER AIDED DISPATCH (CAD)

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

5. The CITY agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.
6. All communication equipment needed, such as but not limited to laptop computers, to provide communication between the CAD system and the on-duty officers of the CITY shall be purchased by the CITY. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.
7. Equipment purchased by the CITY for use by its police personnel, such as laptop computers shall remain the property of and be maintained by the CITY. The parties agree that the hardware, software and licenses which provide for access and use of the SHERIFF'S CAD system by the CITY, and for which hardware and licenses the CITY pays the SHERIFF, as specified in Attachment 1 and herein incorporated, will belong to the SHERIFF and as such remain the SHERIFF'S property in the event this Agreement is cancelled for any reason or not renewed.
8. The SHERIFF agrees to provide the technical and troubleshooting support to ensure that all equipment, hardware, and software for which the SHERIFF is responsible is properly configured and in working order. Any problems relating to the CITY's hardware and software will be the responsibility of the CITY to address.
9. The CITY shall pay to the SHERIFF the sum of SIXTY-SIX THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND NINETY-SEVEN CENTS (\$66,161.97), which provides payment for the annual maintenance fees for fifty-five (55) mobile licenses, three (3) CAD workstation licenses, the annual maintenance fee for the Citrix software, and the ongoing monthly ISP connection fees for Bright House and CenturyLink (See Attachment 1).
10. Should the CITY determine a need to add additional units to its fleet which are CAD accessible, the CITY shall be responsible for all associated costs at that time.

B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)

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

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

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

efficient access to ACISS, the CITY agrees to utilize the NetMotion VPN product on the police department's mobile (laptop) units when said units are connected outside of the police department network.

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

8. The SHERIFF will provide to the Florida Department of Law Enforcement (FDLE), reports reflecting crime statistics for all UCR reportable crimes occurring in the CITY which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The SHERIFF will provide the data to the CITY on a monthly basis to review and make recommended updates to reports based on FIBRS reporting requirements. The FIBRS-related updates need to be made by the CITY no later than the 12th of each month. If the updates are not made by the 12th of the month, the data will be submitted to FDLE by the 15th of the month "as is." The CITY has elected to be designated as a Full Contract CITY in FDLE's FIBRS records, which allows the SHERIFF to submit and verify the CITY'S UCR data to FDLE.
9. The SHERIFF also agrees that the CITY'S police department may utilize the property and evidence tracking component of ACISS in order to document items it collects and receives, as well as document chain of custody of said items. While the SHERIFF has provided assistance in configuring ACISS in order that the police department's items can be tracked separate and apart from that of the Sheriff's Office, the parties agree that the SHERIFF is in no way responsible or liable for the CITY police department's usage of ACISS for this purpose, and the CITY alone is solely responsible for the accuracy of all entries and any errors that may occur. The CITY will likewise be solely responsible for all items of property and evidence it receives and processes, stores and as appropriate, disposes of in accordance with state law and any applicable court orders.
10. The CITY shall pay to the SHERIFF the sum of FIVE THOUSAND FOUR HUNDRED NINE DOLLARS AND SEVENTY CENTS (\$5,409.70) which provides payment for the annual maintenance fees for ten (10) ACISS licenses (See Attachment 1).

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

C. TRAFFIC CRASH REPORTING SYSTEM

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

D. FORENSICS

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

3. The SHERIFF shall document the time spent by Sheriff's Office personnel performing duties associated with each crime scene processed for the CITY and calculate the costs of crime scene processing based upon these personnel costs, other additional costs incurred for support personnel, and related operating costs. The CITY shall be billed on a monthly basis with payment due within thirty (30) calendar days of receipt of the invoice. See Attachment 1.

E. LATENT PRINT SERVICE

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

- b. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.
 - c. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.
 - d. Be responsible for the return to the CITY of completed latent fingerprint request forms showing the results of such examination or comparison.
 - e. Serve as the SHERIFF'S contact with the CITY in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.
7. The CITY shall pay to the SHERIFF the sum of SEVEN THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND NINETY CENTS (\$7,361.90) for the latent fingerprint services to be rendered pursuant to this Agreement, which reflects payment for seventy (70) latent print cases at a cost of ONE HUNDRED FIVE DOLLARS AND SEVENTEEN CENTS (\$105.17) per case. Should the CITY'S number of cases exceed the seventy (70) cases covered by this Agreement, it agrees to pay the ONE HUNDRED FIVE DOLLARS AND SEVENTEEN CENTS (\$105.17) per each additional case. If the CITY uses less than the seventy (70) cases anticipated, the funds for the number of cases paid for above the amount of actual cases processed during the term of this Agreement shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of cases for the year has been determined.

F. PUBLIC RECORDS REQUESTS.

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

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

completion of the contract if the SHERIFF does not transfer the records to the public agency;

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

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

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

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

G. TERM OF THE AGREEMENT

This Agreement shall take effect on October 1, 2023, and remain in effect through September 30, 2024, unless either party terminates this Agreement as provided below.

H. TERMINATION

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

I. TOTAL COMPENSATION

The CITY agrees to pay the SHERIFF the sum of SEVENTY-EIGHT THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS AND FIFTY-SEVEN CENTS (\$78,933.57). This sum is due and payable on October 1, 2023, and provides payment for access to the SHERIFF'S computer-aided dispatch, ACISS, and latent print services (See Attachment 1).

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

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

J. CONTACT PERSONS

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

FOR THE CITY :

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

FOR THE SHERIFF:

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

K. COMPLETE AGREEMENT

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

L. MODIFICATION

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

M. INDEMNIFICATION

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

Remainder of page intentionally left blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____ 2023.

CITY OF TARPON SPRINGS, FLORIDA

Mayor

City Manager

Reviewed and Approved:

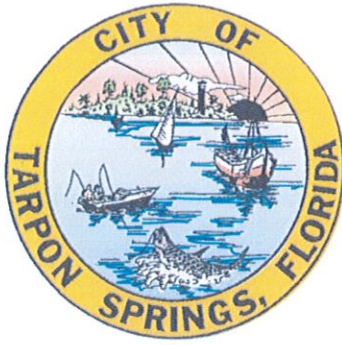
Attest:

City Attorney

City Clerk

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff



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 *9/2*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 7/25/2023
SUBJECT: Increase File No. 220184-N-JL, Single Source Purchase of Automotive Aquatech and Bucher Municipal Original Equipment Manufacturer (OEM) Parts and Services

RECOMMENDATION:

Increase File No. 220184-N-JL Single Source Purchase of Automotive Aquatech and Bucher Municipal Original Equipment Manufacturer (OEM) Parts and Services to Pat's Pump and Blower LLC., for the period July 26, 2023 through September 26, 2023, in an estimated annual amount of \$95,000.00, an increase of \$35,000.00, for Public Works - Fleet Maintenance Division.

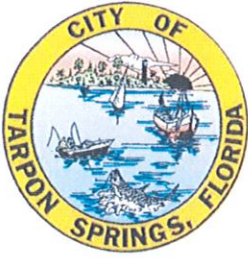
BACKGROUND:

The purpose of this contract is to provide Automotive Aquatech and Bucher Municipal OEM Parts and Services for City equipment (street sweepers). Originally this request was split into two requests for award, one for the Aquatech and the other for the Bucher Municipal OEM parts and services. In effort to be administratively more efficient, the requirement has been combined into one request for award as the same company is providing the parts and services. Pat's Pump and Blower is the authorized Automotive Aquatech and Bucher Municipal dealer and service center for our area. Approximately \$49,000.00 has been spent during the past 10 months.

FUNDING:

Funding will be identified as parts and services are needed and receipts will be made against the blanket purchase order.


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: July 18, 2023

Re: Increase of file No. 220184-N-JL

Recommend:

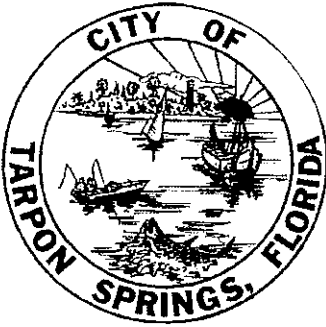
We recommend increasing Contract File No. 220184-N-JL, for Pats Pump & Blower, LLC, and Bucher Municipal OEM parts and services for City equipment (street sweepers), in the amount of \$35,000.00, from \$60,000.00 in total to \$95,000.00.

Background:

Pats Pump & Blower, LLC provides all necessary parts and services for our Aquatech, and Bucher Municipal vehicles and street sweepers, and we utilize them for their factory trained service technicians.

The Aquatech vehicles are used to clean and remove accumulated debris from the City's storm water system, and the sweepers are used to clean the streets and gutter ways of debris.

Funding will be identified as needed.



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: 9/27/2022
SUBJECT: Award File No. 220184-N-JL, Single Source Purchase of Automotive Aquatech and Bucher Municipal Original Equipment Manufacturer (OEM) Parts and Services.

RECOMMENDATION:

Award File No. 220046-N-AM Single Source Purchase of Automotive Aquatech and Bucher Municipal Original Equipment Manufacturer (OEM) Parts and Services to Pat's Pump and Blower LLC., for the period September 27, 2022, through September 26, 2023, in an estimated annual amount of \$60,000.00 for Public Works - Fleet Maintenance Division.

BACKGROUND:

The purpose of this contract is to provide Automotive Aquatech and Bucher Municipal OEM Parts and Services for City equipment (street sweepers). Originally this request was split into two requests for award, one for the Aquatech and the other for the Bucher Municipal OEM parts and services. In effort to be administratively more efficient, the requirement has been combined into one request for award as the same company is providing the parts and services, Pat's Pump and Blower is the authorized Automotive Aquatech and Bucher Municipal dealer and service center for our area. Approximately \$28,000.00 has been spent during the past 11 months.

FUNDING:

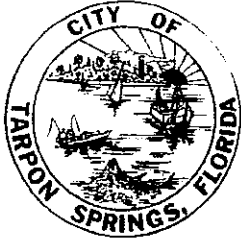
Funding will be identified as parts and services are needed and receipts will be made against the blanket purchase order.

Accepted by:

Michael K. Ketchum
City Manager

Attest:

James S. Jacobs
City Clerk



City of Tarpon Springs, Florida

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

To: Janina Lewis, Procurement Services Director

Through: Tom Funcheon, Public Works Director

From: Michael Vecchione, Fleet Manager

Date: September 6, 2022

Re: Pats Pump & Blower LLC Contract Renewal

Recommendation:

Renew contract with Pat's Pump & Blower LLC, for Automotive Aquatech OEM Parts and Service in an estimated annual amount of \$35,000 for the period of September 27, 2022 through September 26, 2023.

We would also like to combine the contract renewal with Pat's Pump & Blower LLC, for Automotive Bucher Municipal OEM Parts & Service in the estimated annual amount of \$25,000 for the new contract period of September 27, 2022 through September 26, 2023 (to match with Aquatech Contract period), with a new combined estimated annual total of \$60,000.

Background:

Pats Pump and Blower LLC provides all necessary parts and services for our aquatech vehicles and street sweepers, and we utilize them for their factory trained service technicians.

The Aquatech vehicles are used to clean and remove accumulated debris from the City's storm water system, and the sweepers are used to clean the streets and gutter ways of debris.

Funding will be identified as needed.



2141 W. Church St ~ Orlando, FL 32805 ~ (407) 841-7867 / Fax 407 648-2096

Date: 09/19/2022

Sole Source

To: Michael Vecchione
Fleet Manager
City of Tarpon Springs

Hello Mr. Vecchione,

This letter is to certify we, **Pat's Pump & Blower LLC**, with location at **2141 W Church St, FL 32805** and **FEID# 04-3769717** are sole providers of products and services for your Aquatech and Bucher's needs in the state of Florida. The same shall be valid for the years 2022 and 2023.

In this letter we express our intent and eagerness to assist the city of Tarpon Springs with the aforementioned brands.

Without any other relevant message to convey, I wish you a good day.

Kind regards,

Pat's Pump & Blower, LLC
(407) 841-7867

SALES - SERVICE - INSTALLATION

Office: 2141 West Church Street, Orlando, FL 32805 * Phone: 407-841-7867 * Fax: 407-648-2096

www.patspump.com * E-Mail: patspump@aol.com



HI-VAC CORPORATION
117 Industry Rd
Marietta, OH 45750 USA

TEL: 716.541.2206
FAX: 716.541.5111
USA: 800.742.1400
E-MAIL: sales@hi-vac.com

May 24, 2021

To Whom it May Concern...
For the years 2021-2022

This letter is to serve as notice that Pat's Pump & Blower, Orlando, FL is the Official and Sole Authorized Aquatech Dealer for all counties in the State of Florida, for parts, service, and new equipment.

Any questions may be directed to Hi-Vac Corporation, Marietta, OH.

Sincerely,

Kent Parks
Inside Sales Manager
Hi-Vac Corporation
(740) 374-2306



Johnston North America Inc.

105 Motorsports Road
Mooresville, NC 28115

Tel: +1 704 658 1333

Fax: +1 704 658 1377

E-mail: info@johnstonnorthamerica.com

www.johnstonnorthamerica.com

January 10th, 2022

To whom it may concern,

This is to certify that Pat's Pump & Blower, located at; 2141 West Church Street, Orlando, Florida 32805 is the sole authorized dealer for the sale of Johnston Street Sweepers and Associated original equipment Johnston Parts for Johnston Street Sweepers in the State of Florida.

If any further clarification is required, please do not hesitate to call or write.

Regards,

Dwayne Murner
Sales Manager
Johnston North America
704-680-2060



John T. Murphy
Howden Root™ blowers

900 West Mount Street
Connersville, IN 47331

T 610.733.0155
Email: John.T.Murphy@Howden.com

TO WHOM IT MAY CONCERN

January 10th, 2022

Subject: Howden Roots Authorized Truck Blower Distributor

Howden Roots LLC is pleased to inform you that Pat's Pump & Blower LLC, is the only Howden Roots authorized distributor for truck mount blowers for the industrial/municipal markets in the State of Florida, except for the Florida panhandle.

Pat's Pump & Blower LLC is also the only repair facility in Florida, excluding the panhandle, for the truck mount blower market and is certified by Howden Roots to repair all truck mount blowers (4 in – 12 in units). This authorization includes parts required for subject repairs. All Howden Roots authorized distributors must maintain an inventory of Howden Roots blowers and parts that meet our customer's needs. Pat's Pump & Blower LLC has complete shop capabilities where they can remove and reinstall the Howden Roots truck blowers to the truck frames for vacuum and pressure truck service. Also Howden Roots authorized distributors are authorized Howden Roots warranty repair centers. In addition, their service technicians have been factory trained, and they must renew their certificates every two (2) years.

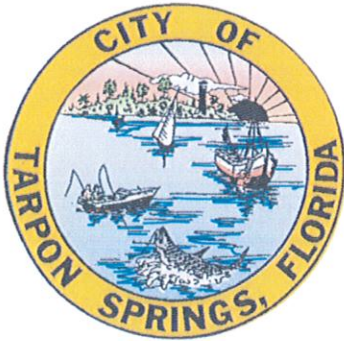
Please contact Pat's Pump & Blower LLC at the address listed below concerning your Howden Roots truck blower requirements, and rest assured that they will provide the product support you have come to expect from all of the people associated with Howden Roots.

Pat's Pump & Blower LLC 2141 West Church Street, Orlando, FL 32805 Ph. 1-800-359-7867
Fax: 407-648-2096.

Best Regards,

John T. Murphy
Sales Manager - East

CC: Kevin Fender Pat's Pump & Blower LLC



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: 7/25/2023
SUBJECT: Ratify an Increase to File No. 230011-N-AS, Single Source Purchase, Peerless Vertical Turbine Pump

RECOMMENDATION:

Ratify an increase to File No. 230011-N-AS, Single Source Purchase, Peerless Vertical Turbine Pump with Tom Evans Environmental, Inc. (Tom Evans), from \$89,772.76 to \$99,199.10, an increase of \$9,426.34, for the Public Services Department – Wastewater Treatment Facility (WWTF).

BACKGROUND:

On October 11, 2022, the BOC approved the purchase of one (1) vertical turbine pump to replace the 18-year-old pump at the reclaimed water storage pump station that failed. To complete installation, a custom fabricated bracket was required. These additional services were provided by Tom Evans, which included reengineering the adapter baseplate with additional installation services not included in the original scope of work (see attached memo). These pumps are required for proper reclaimed water distribution and are required per the Florida Department of Environmental Protection domestic wastewater operating permit.

FUNDING: 402-4603-536-6300 – Sewage Treatment; Project No. WS2330

Accepted: _____
City Manager

Attest: _____
City Clerk



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: July 17, 2023
To: Janina Lewis, Procurement Services Director
Through: Paul Smith, Public Services Director *PS*
Thomas Kiger, Public Services Assistant Director
Raymond Page, Utilities Superintendent
From: Robert Marcincuk, Wastewater Division Manager
Subject: Ratify an increase to PO #230052, in the amount of \$9,429.34 for additional services to startup Peerless Pump/Motor previously awarded to vendor by the Wastewater Treatment Facility FY2022

Recommendation

Ratify an increase in the amount of \$9,429.34 to Tom Evans Environmental, Inc. for fabrication of a custom baseplate adapter and additional installation services for one 100 hp Peerless Vertical Turbine Pump/Motor originally purchased in September 2022 for \$89,769.76 by the Wastewater Treatment Facility FY2022

Background

The wastewater facility currently utilizes vertical turbine pumps in the reclaimed water storage pump station of the wastewater treatment facility. One of these pumps installed in 2004 recently failed and was found to require full replacement. These pumps transfer reclaimed water from storage tanks into the reuse water distribution system and are required per the existing FDEP operating permit.

As a part of installation, it has been determined that a custom fabricated bracket is required. The contractor Tom Evans Environmental has provided these additional services that included re-engineering the adapter baseplate with additional installation services not included in the original scope of work.

Funding

Funds are 100% budgeted and identified in the FY 2023 Sewage Treatment account 402-4603-536-6300 under project WS#2330.

TOM EVANS ENVIRONMENTAL, INC.

Lakeland, FL 33811
(863) 619-3789 phone
(863) 619-8098 fax

INVOICE

DATE

6/30/23

NUMBER

17177

Customer P.O.#

230052

BILL TO:

City of Tarpon Springs
Finance Department
PO Box 5004
Tarpon Springs, FL 34688-5004

SHIP TO:

City of Tarpon Springs
Treatment Plant
201 E Pine Street
Tarpon Springs, FL 3689

RECEIVED
JUL 12 2023
BY: _____

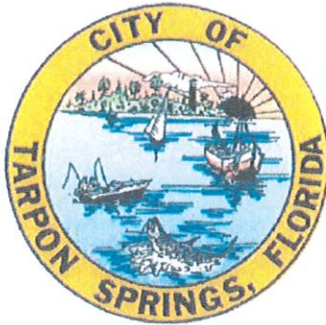
REP	TEE JOB #	TERMS	SHIP DT	SHIP VIA	DUE DATE	JOB NAME
NS?	22-368	NET 30	6/20/23	Our Truck	7/30/23	Pump-Peerless (22-368) PO#230052

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Site Installation assistance to install Customer's new Peerless Vertical Turbine Pump into Pump #2 Location -Modification of previously purchased adaptor plate built for Pump #1 Location, to be used in Pump #2 location. -Assisted with the Removal of existing motor, pump and sole plate from barrel location. -Provided and Installed customer's new Peerless Pump and motor. -Provided and Installed new hardware and o-rings for mounting of pump to barrel and adaptor plate. -Provided and Installed new NeverGall hardware at discharge connection and installed customer's expansion joint. -Provided and Filled customer's new motor with oil. -Coupled motor to pump, set pump lateral adjustment, and set mechanical seal. -Started up pump (Additional trip required to perform startup due to motor feed power wire not being long enough to power motor.)	1	9,429.34	9,429.34
Sales Tax Exempt		0.00%	0.00

THANK YOU FOR YOUR BUSINESS

Total**\$9,429.34****REMIT TO: 3200 FLIGHTLINE DRIVE, SUITE 302, LAKELAND, FL 33811**

Tom Evans Environmental, Inc. is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and business practices.



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 *gl*
FROM: Anela Saday, CPPB, Senior Procurement Analyst *AS*
DATE: 10/11/2022
SUBJECT: Award File No. 230011-N-AS, Single Source Purchase, Peerless Vertical Turbine Pump

RECOMMENDATION:

Award File No. 230011-N-AS, Single Source Purchase, Peerless Vertical Turbine Pump to Tom Evans Environmental, Inc. (Tom Evans), in the amount of \$89,769.76, for the Public Services Department – Wastewater Treatment Facility (WWTF).

BACKGROUND:

The purpose of this contract is to replace one (1) vertical turbine pump that was installed in 2004, in the reclaimed water storage pump station at WWTF that recently failed. These pumps are required for proper reclaimed water distribution and are required per the Florida Department of Environmental Protection domestic wastewater operating permit (see attached memo).

A Notice of Intent to Single Source was properly posted and no challenges were received. Tom Evans is the sole supplier of Peerless Pump products for peninsular Florida's municipal (water utility) market.

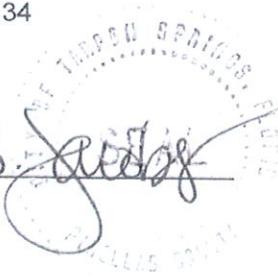
FUNDING: 402-4603-536-6300 – Sewage Treatment; Project No. WS#2134

Accepted: _____

[Signature]
City Manager

Attest: _____

[Signature]
City Clerk





Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: September 26, 2022
To: Janina Lewis, Procurement Services Director
Through: Paul Smith, Public Services Director
R. Thomas Kiger, Public Services Assistant Director
Raymond Page, Utilities Superintendent TK
From: Robert Marcincuk, Wastewater Facility Chief Operator
Subject: Authorize the purchase of one 100hp Peerless Vertical Turbine Pump/Motor for \$89,769.76 for the Wastewater Treatment Facility FY2022

Recommendation

Authorize the purchase of one 100 hp Peerless Vertical Turbine Pump/Motor for \$89,769.76 for the Wastewater Treatment Facility FY2022

Background

The wastewater utility currently utilizes vertical turbine pumps in the reclaimed water storage pump station of the wastewater treatment facility. One of these pumps installed in 2004 recently failed and was found to require full replacement. These pumps are required for proper reclaimed water distribution and are required per the existing FDEP domestic wastewater operating permit. Facility staff solicited bids using a sole source replacement based on previous due diligence.

Staff proposes to accept the bid from Tom Evans Environmental, Inc, in the amount of \$89,769.76 as the sole source vendor that meets the specifications, terms, and conditions for our application. Price includes pump, motor, mechanical seal, installation assistance and startup services to ensure proper operation.

Funding

Funds are 100% budgeted and identified in the FY 2022 Sewage Treatment account 402-4603-536-6300 under project WS#2134. The project began in FY22, and these funds will be rolled forward into FY23.

nel

August 25, 2022

**Anela Saday, Senior Procurement Officer
City of Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34689**

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Ms. Saday,

Please accept this letter as formal notification to the City of Tarpon Springs that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

**Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company**

Cc: Tom Evans Environmental



Peerless Pump | 2005 Dr. Martin Luther King Jr. Street | Indianapolis, IN 46202 | peerlesspump.com



QUOTE

3200 Flightline Drive, Suite 302
Lakeland, Florida 33811
(863) 619-3789 (P) (863) 619-8098 (F)
te@tomevans.com

QUOTE NO. 22-0916aTE
DATE September 16, 2022
EXPIRATION DATE October 16, 2022

TO Rob Marcincuk
City of Tarpon Springs
201 East Pine St
Tarpon Springs, FL 34689
rmarcincuk@ctsfl.us
(727) 943-1165

PROJECT NAME Peerless Vertical Turbine Pump
LOCATION Tarpon Springs

SALES PERSON	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED LEAD TIME	PAYMENT TERMS
Tom Evans	Included	FOB, Factory	22-24 weeks	Net 30 Days

QTY	PRODUCT #	DESCRIPTION
1		PEERLESS MODEL M14MC-3 STAGE VERTICAL TURBINE PUMP, 100HP, 460V/3PH/60HZ, 1800RPM- SEE ATTACHED DETAIL SHEETS
1		START UP
1		FREIGHT INCLUDED

Quotation prepared by: *Tom Evans*

TOTAL \$ 89,769.76
(less applicable sales tax)

This is a quotation on the goods named, subject to the conditions noted below:

- We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, tools, toolboxes, lubricants, installation, hook-up, field testing, shaft alignment, vibration testing, control panels or any other accessories or ancillary items which are not specifically called out in this scope of supply.
- Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
- Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage.
- Pricing is based upon Tom Evans Environmental's and the manufacturer's Standard Terms and Conditions of Sale. Copies of these documents are available for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the Company.
- Please understand that the shipping date is a estimate only, based upon market conditions existing at the time of this offering and are subject to revision.

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

Tom Evans Environmental, Inc. is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and business practices.

**SCOPE OF SUPPLY**

Project name	Tarpon Springs - Ruhrpumpen Replacement	Quote Number / ID	1561229
Customer		Model / Stages	M14MC/LC / 3
Tag Number	REV2 of 002	Flow, rated	1,700 USgpm
Customer ref. / PO		Differential head / pressure, rated	180.0 ft
		Speed, rated	1770 rpm

Pump

Qty	Description
1	<p>M14MC/LC</p> <p>Bowl Assembly</p> <p>Pump Type: New Pump</p> <p>Bowl Size: M14MC</p> <p>Number of Stages: 3 stage</p> <p>Materials of Construction: Materials (Cast Iron, Alum Bronze)</p> <p>Bowl Material: Cast Iron</p> <p>Bowl Configuration (Connection)</p> <p>Top Bowl (Discharge Connection): Flanged Discharge</p> <p>Suction: Bell Suction</p> <p>Line Shaft Bowl Adder: Open Line Shaft (OLS)</p> <p>Shaft, Pump: 1 15/16 inch</p> <p>Pump shaft material (Bowl Shaft): 416 Stainless Steel</p> <p>Efficiency: Premium Efficiency</p> <p>Impeller Wear Rings: 316 Stainless Steel</p> <p>Bowl Wear Rings: None</p> <p>Suction Accessory: Vortex Suppressor</p> <p>Suction Accessory - Material: 316 Stainless Steel</p> <p>Lateral Travel in Bowl Assembly: Standard</p> <p>Bowl Bearing Materials: Standard (Bronze/Rubber)</p> <p>Impeller Balance: Static (single plane) Balance</p> <p>Dry Pit Application: No</p> <p>Impeller Fastening: 316 Stainless Steel (lock collets)</p> <p>Bowl Bolting: 316 Stainless Steel</p> <p>Column / Line Shaft / Coupling</p> <p>Column Material: Steel</p> <p>Column Pipe Design: Flanged</p> <p>Column Diameter: 10 inch</p> <p>Column Pipe: 5 Ft Bearing Spacing</p> <p>Column Fastener Material: 316 Stainless Steel</p> <p>Bottom Taper Section: Yes</p> <p>Line Shaft Lubrication: Product Lubrication</p> <p>Line Shaft Sleeves: None</p> <p>Line Shaft Material: 416 SS</p> <p>Line Shaft Coupling Design: Threaded Coupling</p> <p>Line Shaft Coupling Material: 316 SS</p> <p>Bearing Retainer: Drop In</p> <p>Line Shaft Bearing Material: Standard (Rubber)</p> <p>Top Shaft Diameter: 1 3/16 inch</p>

**Pump**

Qty	Description
	<p>Top Shaft Material: 416 SS</p> <p>Column Assembly</p> <p>OLS Flanged Column 10 inch / 1.1875 inch Shaft / 5 Ft Bearing Spacing, Length Base to Bowl 98 inch</p> <p>Column Bottom: (1) OLS Flanged Column 10 inch, Length 60 inch, Steel</p> <p>Column Top: (1) OLS Flanged Column 10 inch, Code Length to Base 38 inch, Steel</p> <p>Shaft Group of Column</p> <p>Shaft, Line, Bottom: (1) Threaded, D = 1.1875 inch, L = 60 inch, 416 SS</p> <p>Shaft, Line, Top: (1) Threaded, D = 1.1875 inch, L = 64.625 inch, 416 SS</p> <p>Discharge Head</p> <p>Discharge Head Assembly: 10x10x20FRA18</p> <p>Discharge Head Flange Rating: 150#</p> <p>Discharge Head Material: Fabricated Steel</p> <p>Discharge Location: Above Base (floor)</p> <p>Line Shaft Construction: Open Line Shaft (OLS)</p> <p>Sealing Type: Mechanical Seal</p> <p>Mechanical Seal: AES SCUSI Carbon/Ceramic</p> <p>Carbon Steel VSS Coupling: Spacer (Flanged with Spacer)</p> <p>Column to Discharge Head Fastener Material: 316 Stainless Steel</p> <p>Head Base Diameter: 18 in.</p> <p>Sole Plate: Steel</p> <p>Stuffing Box Bearing Material: Standard (Bronze)</p> <p>Driver</p> <p>Driver Supplied By: Factory</p> <p>Efficiency: Premium</p> <p>Motor (Design Types): NEMA</p> <p>BD (Base Diameter, Inches): 10</p> <p>U (Shaft Diameter): .875</p> <p>Adapter</p> <p>Adapter Required: Yes</p> <p>Coating / Painting Systems</p> <p>System: Class III Coating System per Section 510, page 1 (default Scotchkote 134)</p> <p>Outside Bowl Assembly: Class III Coating System</p> <p>Inside Bowl Assembly: None</p> <p>Outside Column: Class III Coating System</p> <p>Inside Column: Class III Coating System</p> <p>Outside Discharge Head: Class III Coating System</p> <p>Inside Discharge Head: Class III Coating System</p> <p>Testing</p> <p>Tolerance Type: Hyd Ins 14.6 Unilateral (1U)</p> <p>Performance Tests</p> <p>Factory Performance Test - Non Witness</p> <p>Guarantee Bowl Efficiency :</p> <p>Non Overloading Motor:</p> <p>Performance Test Data Sheets</p> <p>Test Curve For Approval - submitted for customer approval (stop/hold of production)</p> <p>Assembly / Match Marking / Shipping</p> <p>Factory Assembly for Shipment: Factory Assembled</p>

**Motor**

Qty	Description
1	Driver Motor: Motor-electric, 100hp, 1790rpm, 460V, 3Ph, 60Hz, L405VP, VSS, TEFC, PremEff., Modified, GE, Custom

No Group

Qty	Description
1	Custom Barrel top plate adaptor Plate with Machined O-Ring Groove (Dimensions to be Field Verified Prior to Release to Production)

Commercial

Qty	Description
1	Incoterms 2020: EXW Named Place Named Place: Seller's Facility



Pump Performance Datasheet

Customer	:		Quote Number / ID	:	1561229
Customer ref. / PO	:		Peerless Model	:	M14MC/LC
Tag Number	:	REV2 of 002	Stages	:	3
Service	:		Based on curve number	:	M14MC/LC-2626082 Rev July 2022
Quantity	:	1	Date last saved	:	16 Sep 2022 9:53 AM

Operating Conditions		Liquid	
Flow, rated	: 1,700 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 180.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 186.7 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG

Performance		Material	
Speed, rated	: 1770 rpm	Material selected	: Material Group, Standard

Impeller diameter, rated	: 9.63 / 10.38 in	Pressure Data	
Impeller diameter, maximum	: 10.25 / 10.88 in	Maximum working pressure	: See the Additional Data page
Impeller diameter, minimum	: 9.13 / 9.88 in	Maximum allowable working pressure	: See the Additional Data page

Efficiency (bowl / pump)	: 80.86 / 79.57 %	Maximum allowable suction pressure	: N/A
NPSH required / margin required	: 26.0 / 0.0 ft	Hydrostatic test pressure	: See the Additional Data page

Ns (imp. eye flow) / Nss (imp. eye flow)	: 2,907 / 6,204 US Units	Driver & Power Data (@Max density)	
MCSF	: 402 USgpm	Motor sizing specification	: Max power (non-overloading)

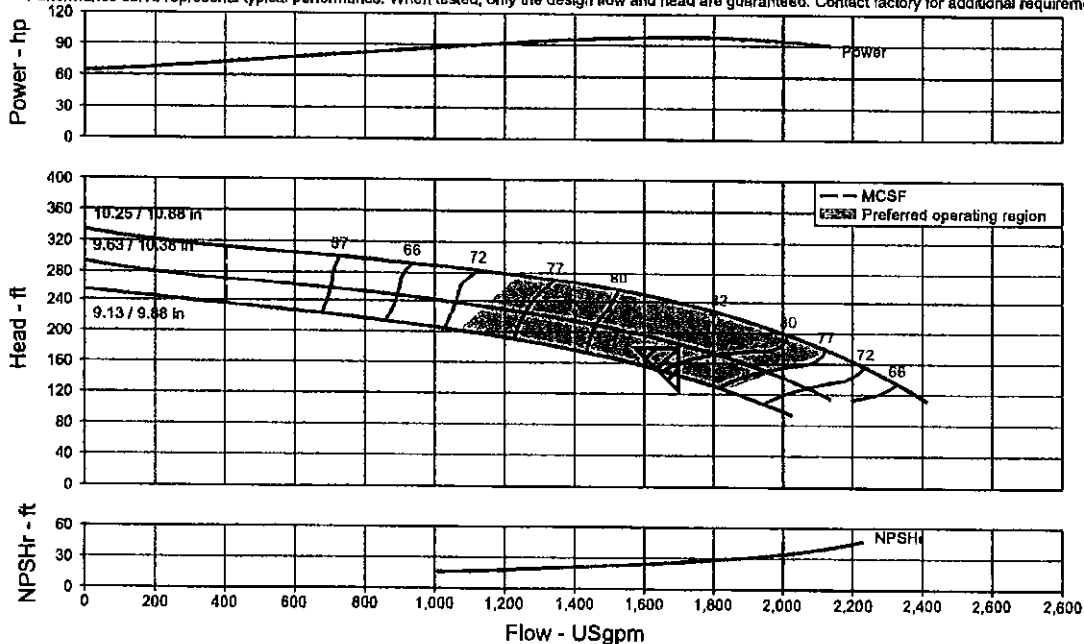
Head, maximum, rated diameter	: 293.6 ft	Margin over specification	: 0.00 %
Head rise to shutoff (bowl / pump)	: 58.33 / 60.29 %	Service factor	: 1.15

Flow, best eff. point (bowl / pump)	: 1,649 / 1,622 USgpm	Power, hydraulic	: 79.6 hp
Flow ratio, rated / BEP (bowl / pump)	: 103.10 / 104.79 %	Power (bowl / pump)	: 98.4 / 98.8 hp

Diameter ratio (rated / max)	: 94.56 %	Max power (non-overloading)	: 98.8 hp
Head ratio (rated dia / max dia)	: 77.40 %	Nameplate motor rating	: 125.0 hp / 93.2 kW

Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00		
Selection status	: Acceptable		

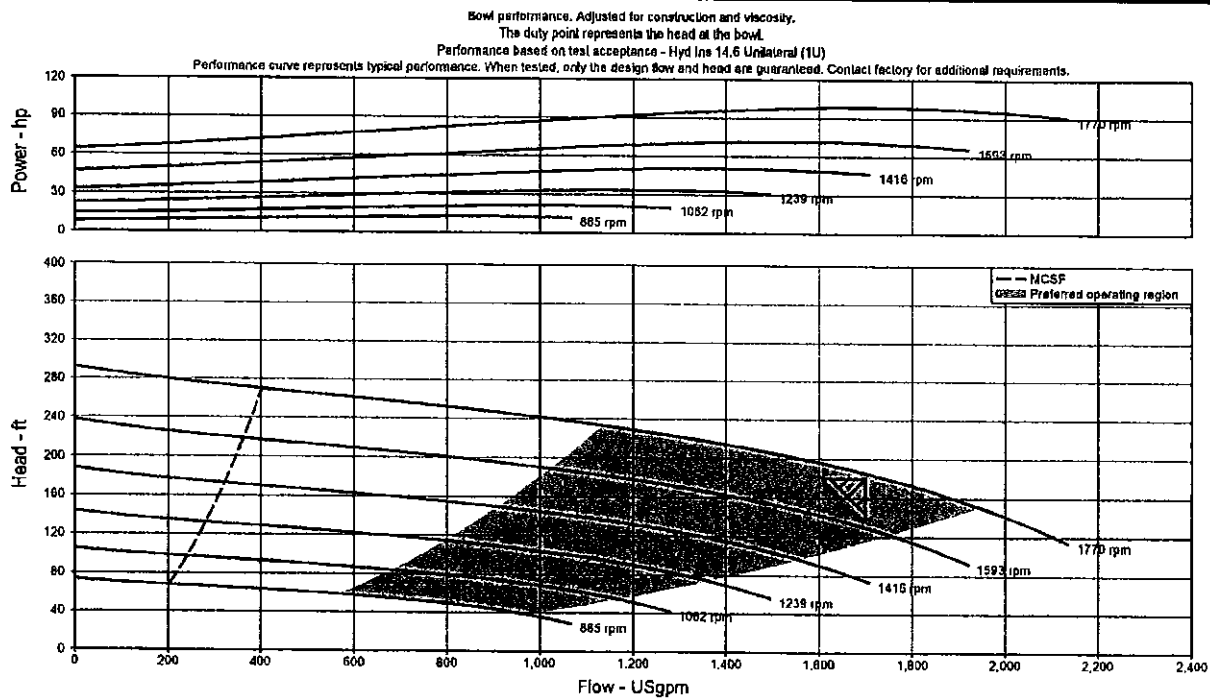
Bowl performance. Adjusted for construction and viscosity.
The duty point represents the head at the bowl.
Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)
Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.





Peerless Express 22.3.0

Multi-Speed Performance Curve



Project name	: Tarpon Springs - Ruhrpumpen Replacement	Tag Number	: REV2 of 002	Speed, rated	: 1770 rpm
Commissioned	:	Service	:	Flow, rated	: 1,700 USgpm
Representative	:	Peerless Model	: M14MC/LC	Differential head / pressure, rated	: 180.0 ft
Customer	:	Quantity	: 1	Fluid density, rated / max	: 1.000 / 1.000 SG
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Viscosity	: 1.00 cP
Quote Number / ID	: 1561229	ENVIRONMENTAL INC		Cq/Ch/Ce/Cn [ANSI/HI 9.8.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Date last saved	: 16 Sep 2022 9:53 AM	Quoted By (Sales Engineer)	: Jose Leon	Based on curve number	: M14MCLC-2626082 Rev July 2022
		Stages	: 3		

TOM EVANS ENVIRONMENTAL INC - 3200 FLIGHTLINE DRIVE SUITE #302 - LAKELAND, FL 33811



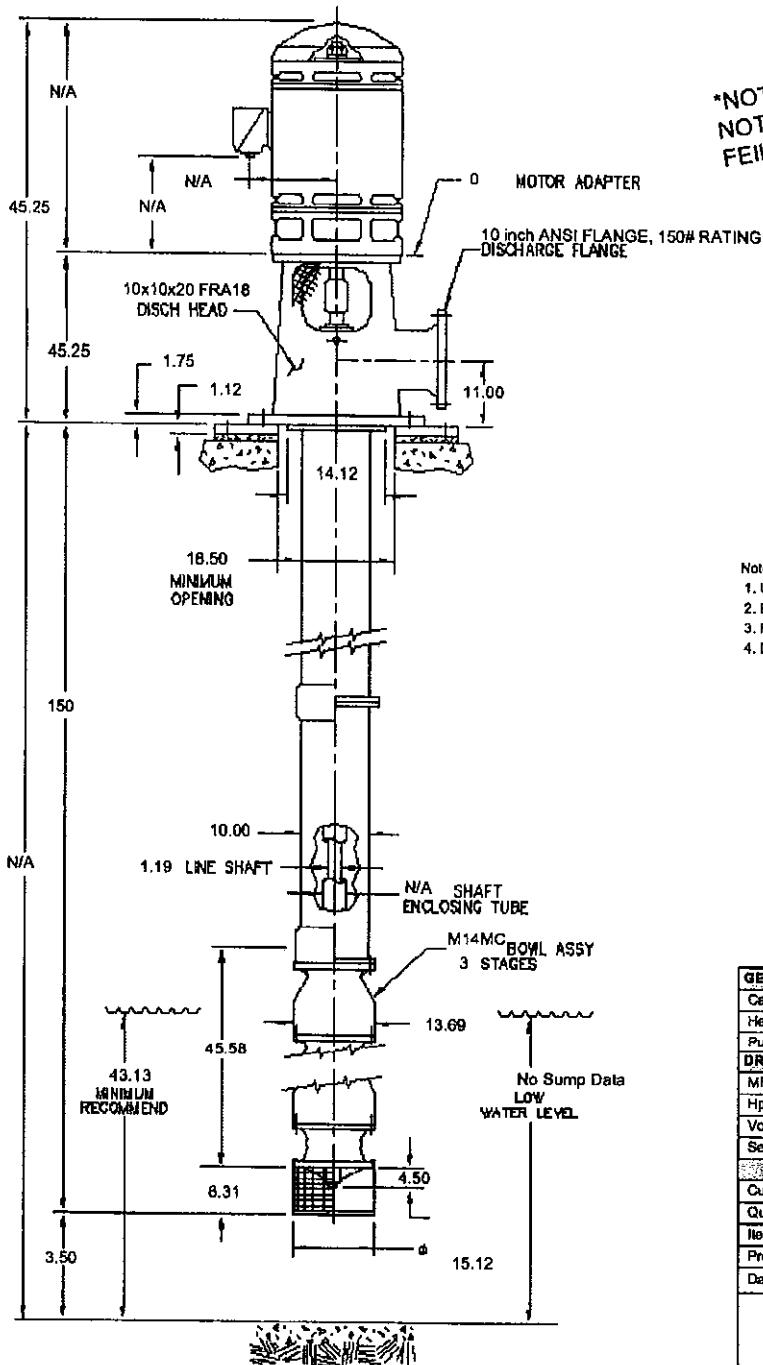
Peerless Express 22.3.0

"Construction Datasheet"			
Customer	:	Quote Number	: 1561229
Customer Reference	:	Service	:
Item Number	: REV2 of 002	Date Last Saved	: 16 Sep 2022 9:53 AM
Pump Size - Stages	: M14MC/LC - 3	Quantity of Pumps	: 1
Construction		Motor Information	
Bowl construction	: Flanged Discharge	Manufacturer	: -
Impeller type	: Static (single plane) Balance	Vertical shaft type	: VSS
Impeller fastening	: 316 Stainless Steel (lock collets)	Full load speed	: 0 rpm
Strainer	: Vortex	Power	: 0.0 hp
Column construction	: Flanged	Service Factor	: 1.15
Column dia (nominal)	: 10.00 in	Volts / Phase / Hz	: 460 V / 3 / 0 Hz
Column pipe length	: 98.11 in	Frame size / Base diameter	: 0.00 in
Max column length	: 98.11 in	Enclosure	: TEFC
Lineshaft diameter	: 1.19 in	Duty Type	: Continuous duty
Lineshaft construction	: OLS	Inverter Duty Rated	: 0
Lineshaft lubrication	: Product Lubrication	Efficiency Class, 100%/75%/50%	: Premium, 0.00 % / 0.00 % / 0.00 %
Discharge	: Above Base (floor)	Power factor	: 0 / 0 / 0
Materials		Driver amp full load	: 0.000 A
Bowl	: Cast iron	NEMA design	: 0
Impeller	: Al Brz C952	Motor starting	: -
Bowl bearing	: Standard (Bronze/Rubber)	Insulation	: 0
Bowl shaft	: 416 Stainless Steel	Ambient temperature	: 32.00 deg F
Bowl wear ring	: None	Max altitude	: 0
Impeller wear ring	: 316 Stainless Steel	Thrust rating	: Standard High Thrust
Strainer	: 316 Stainless Steel	Additional information	
Column	: Steel	Pit / sump depth	: 150 in
Lineshaft	: 416 SS	Pump length	: 150.00 in
Bearing retainer / ELS Tube	: 304SS	Max pump dia below mounting surface	: 20.00 in
Lineshaft bearing	: Standard (Rubber)	Max sphere size	: 1.00 in
Discharge head	: Fabricated Steel	Total / best lateral setting	: 1.06 in
Sole plate	: Steel	Max suction pressure**	: 0.00 psi.g
Paint	: Class III	Testing	
Approximate Weights		Hydraulic performance test	: Factory Performance Test - Non Witness
Complete pump	: 1,789 lb	Hydrostatic test	: None
Driver	: 0 lb	Curve approval	: Yes
		NPSH test	: None
		String test	: None
		Test w/ motor	: None

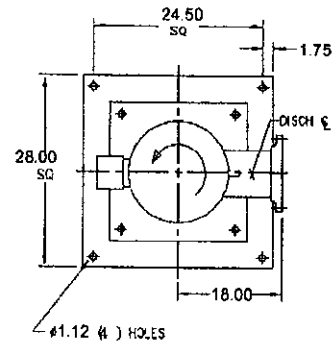


Peerless Express 22.3.0

General Arrangement Drawing



*NOTE: BARREL TOP PLATE ADAPTOR NOT SHOWN AND WILL NEED TO BE FIELD VERIFIED



Notes

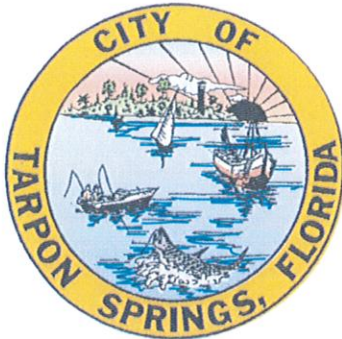
1. Unless otherwise specified, dimensions are in inches.
2. Baseplate requires support on all sides.
3. Read instructions before beginning pump assembly or installation.
4. Drawing is preliminary until certified by factory.

APPROXIMATE DRY WEIGHT	
Driver	0 lb
Discharge Head	585 lb
Column / Shaft	376 lb / 46 lb
Bowl Assembly	782 lb
Total	1,769 lb

GENERAL DATA			
Capacity	1,700 USgpm	Liquid	Cold Water
Head	180.0 ft	Specific Gravity	1.000 SG
Pump Speed	1770 rpm		
DRIVER DATA			
MFGR	-	Shaft Type	OLS
Hp	0.0 hp	Enclosure / Type	TEFC
Volt / Ph / Hz	460 / 3 / 0 Hz	Frame / Model	D
Service Factor	1.15		
CUSTOMER DATA			
Customer Name			
Quote No	1561229		
Item No.	REV2 of 002		
Project	Tarpon Springs - Ruhrpumpen Replacement		
Date	18 Aug 2022 4:53 PM		



1561229-REV2 of 002




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, CPP-NIGP, Procurement Services Director *ql*
FROM: Patty Hall, CPPB, Senior Procurement Analyst 
DATE: 07/25/2023
SUBJECT: Award File No. 230186-N-PH, Single Source Purchase of Original Equipment Manufacturer (OEM) Vactor Parts and Service

RECOMMENDATION:

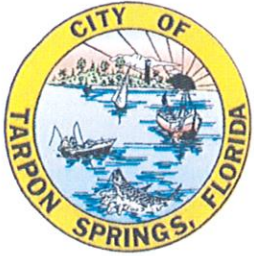
Award File No. 230186-N-PH, single source purchase of Original Equipment Manufacturer (OEM) Vactor Parts and Service to Environmental Products Group in an estimated annual amount of \$45,000.00 for the period of July 26, 2023 through July 25, 2024 for the Public Works Department – Fleet Maintenance.

BACKGROUND:

This contract is to provide OEM parts and service for the City's Vactor vacuum trucks utilized by the Sewer Department and the Elgin Sweeper which is utilized by the Roads and Streets Division. Environmental Products Group is the sole provider of Vactor equipment, parts and service in the State of Florida east of the Apalachicola River. A single source notification was posted on the City's bidding website, DemandStar, and the Procurement Services Department received no challenges to this notification.

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 Services Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: July 14, 2023

Regarding: Single source purchase of Environmental Products Group OEM parts and service

Recommendation:

Approval of award of a contract to Environmental Products Group, a single source supplier, for Vactor and Elgin parts and services in an estimated annual amount of \$45,000.00 for the period July 23, 2023 to July 24, 2024 for Fleet Maintenance.

Background:

The purpose of this contract is to provide OEM parts and services for the City owned Vactor Vacuum Trucks utilized by the Sewer Department, and our Elgin Sweeper utilized by the Roads & Streets Division. The increase from last year is due to the newly purchased Elgin Street Sweeper, and is intended to cover all wear items and maintenance.



FEDERAL SIGNAL
Environmental Solutions

Advancing security and well-being.

June 21st, 2023

Patty Hall
City of Tarpon Springs
324 E. Pine St
Tarpon Springs, FL 34689

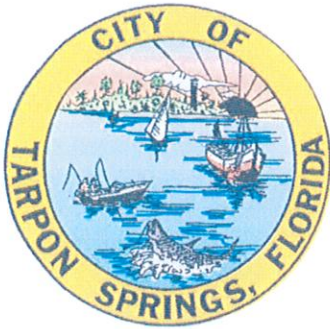
Ms. Hall,

Thank you and everyone involved within the County for your interest in Vactor sewer cleaners. Environmental Products Group is the sole source for Vactor equipment, parts and service in the State of Florida east of the Apalachicola River. Environmental Products Group is the only factory authorized sales and service center for Vactor products, parts and service in this area.

This statement is submitted on behalf of Federal Signal Corporation, Vactor Manufacturing and Environmental Products Group. If you have any questions or concerns regarding this matter, please do not hesitate to call me.

Sincerely,

Richard Murray
Regional Sales Manager
Vactor Manufacturing
(630)-659-5673
rmurray@fsepg.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

NOTICE OF INTENT TO SINGLE SOURCE

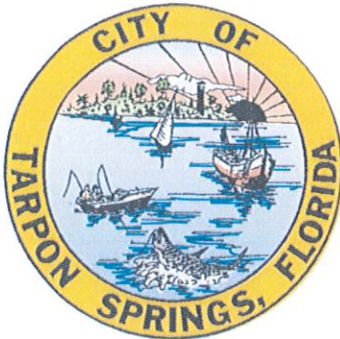
FILE NUMBER: 230186-N-PH

OEM Vactor Parts and Service

The City of Tarpon Springs intends to recommend the award of a single source purchase agreement for an Estimated Annual Amount of \$20,000.00 to Environmental Products Group for Vactor equipment, parts and service.

Contractors who believe they can meet or exceed the above stated requirement must provide convincing technical data sufficient to support their position. The City of Tarpon Springs Procurement Services office must receive replies to this notice not later than close of business on July 12, 2023. After this date, an award will be made. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to City of Tarpon Springs Procurement Services, 324 E. Pine St., Tarpon Springs, Florida, 34689, Attention Janina Lewis, CPPO, NIGP-CPP Procurement Services Director, email to jlewis@ctsfl.us or FAX to (727) 937-1766. For further information call (727) 942-5615.



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, CPP-NIGP, Procurement Services Director *AL*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 07/25/2023
SUBJECT: Award File No. 230189-N-PH, Single Source Purchase of Cummins Original Equipment Manufacturer (OEM) Parts and Service

RECOMMENDATION:

Award File No. 230189-N-PH, single source purchase of Cummins Original Equipment Manufacturer (OEM) Parts and Service to Cummins Power South, LLC in an estimated annual amount of \$75,000.00 for the period of July 26, 2023 through July 25, 2024 for the Public Works Department – Fleet Maintenance.

BACKGROUND:

This contract is to provide OEM parts and service for the City's Cummins powered vehicles and equipment which are used city-wide. Cummins Power South, LLC is the sole provider of Cummins products for engines, parts and service throughout the State of Florida, utilizing proprietary tools and software. A single source notification was posted on the City's bidding website, DemandStar, and the Procurement Services Department received no challenges to this notification.

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 Services Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: July 7, 2023

Regarding: Single source purchase of Cummins original equipment manufacturer OEM parts and service

Recommendation:

Approval of award of a contract to Cummins Power South LLC, a single source supplier, of Cummins powered vehicles and equipment parts and service in an estimated annual amount of \$75,000.00 for the period July 26, 2023 to July 25, 2024 for Fleet Maintenance.

Background:

The purpose of this contract is to provide OEM parts and services for the City's Cummins powered vehicles and equipment which are used by multiple departments.



**5910 E. Hillsborough Ave
Tampa, FL 33610**

**813-664-5850
Fax 813-628-4183**

1/4/2023

Re: Sole Source Letter

To whom it may concern;

Cummins Inc. is the provider of Cummins products for engines, parts, and service throughout the State of Florida and across the globe. The company delivers Cummins power systems and related accessories, components and services including the pre-integrated Power Command system, plus diesel and natural gas generator sets, transfer switches, and switchgear used in commercial facilities for emergency backup and prime power.

Cummins Inc. uses proprietary tools and software to diagnose and repair Cummins products which are exclusive to Cummins authorized repair locations. Our Technicians are factory trained and qualified to work on all mid-range, heavy duty, High Horsepower and LNG Cummins engines as well as Power Generation equipment. We are the sole source Cummins Distributor in FL.

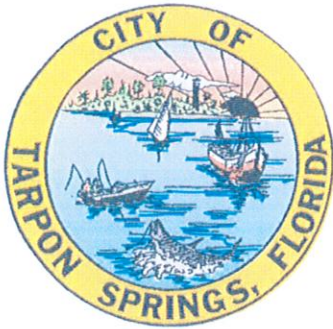
Please do not hesitate to call with any questions.

We appreciate your business.

Regards,

A handwritten signature in black ink, appearing to be 'BK' with a long horizontal stroke extending to the right.

**Brian (Butch) Kolessar
General Manager**



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

NOTICE OF INTENT TO SINGLE SOURCE

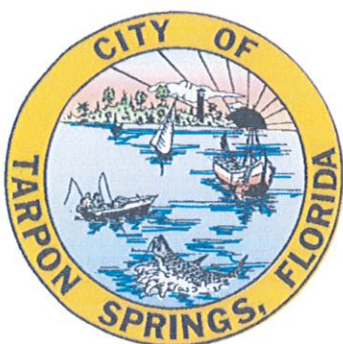
FILE NUMBER: 230189-N-PH

OEM Cummins Parts and Service

The City of Tarpon Springs intends to recommend the award of a single source purchase agreement for an Estimated Annual Amount of \$75,000.00 to Cummins Power South, LLC for OEM Cummins Parts and Services.

Contractors who believe they can meet or exceed the above stated requirement must provide convincing technical data sufficient to support their position. The City of Tarpon Springs Procurement Services office must receive replies to this notice not later than close of business on July 18, 2023. After this date, an award will be made. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to City of Tarpon Springs Procurement Services, 324 E. Pine St., Tarpon Springs, Florida, 34689, Attention Janina Lewis, CPPO, NIGP-CPP Procurement Services Director, email to jlewis@ctsfl.us or FAX to (727) 937-1766. For further information call (727) 942-5615.



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: 07/25/2023
SUBJECT: Award File No. 230196-C-AS, Flooring for Public Safety Building, utilizing Sourcewell Contract No. 080819-SII

RECOMMENDATION:

Award File No. 230196-C-AS, Flooring for Public Safety Building, utilizing Sourcewell Contract No. 080819-SII, to Shaw Industries, Inc., d/b/a Shaw Integrated Solutions, in an estimated amount not to exceed \$163,000, for the Fire and Police Departments.

BACKGROUND:

The purpose of this contract is to replace the flooring at the Public Safety Building, which is 22 years-old and worn beyond repair. Discounted pricing was achieved through use of the cooperative Sourcewell Contract No. 080819-SII (see attached memo).

FUNDING: 001-1102-522.63-00 – Fire Department
001-1002-521.63-00 – Police Department / Project No. PS2309

Accepted by: _____
City Manager

Attest: _____
City Clerk



Tarpon Springs Fire Rescue

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



CRAIG MISENER

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

MEGAN ARAYA

*EM Coordinator
Floodplain Administrator
maraya@tsfr.us*

SCOTT YOUNG

*Fire Chief
syoun@tsfr.us*

RICHARD WALSH

*Deputy Chief
Administration
rwalsh@tsfr.us*

RICHARD KINNEY

*Fire Marshal
rkinney@tsfr.us*

To: Janina Lewis, Procurement Director

From: Scott Young, Fire Chief & Jeff Young, Police Chief *1st* *EN*

Re: Floor Replacement – Public Safety Building

Date: July 18, 2023

Recommendation:

The Fire Department and the Police Department recommends the replacement of flooring in the Public Safety Building, utilizing Sourcewell Contract No. 080819-SII, in an estimated amount not to exceed \$163,000.

Background:

The floors in the Public Safety Building are 22-years-old and in need of replacement due to age and high traffic. A portion of the flooring has already been replaced with low maintenance LVT vinyl flooring and this request will complete the building.

The areas we are requesting to be replaced are the Multipurpose/Emergency Operation Center, all common hallways on 1st & 2nd floor, offices, conference rooms, lobby, and the elevator.

Discounted pricing was offered by Shaw Integrated Solutions through the use of cooperative Sourcewell contract #080819-SII.

Funding:

The flooring will be funded out of account: Fire Dept. 001-1102-522.63-00 & Police Dept. 001-1002-521.63-00/ project# PS2309.

Mail Drop - 999 P.O. Box 748552
Atlanta, GA 30384-8552



Phone: () -
Fax: () -

Proposal Submitted To City of Tarpon Springs		Attention Melissa Sellers		Phone (727) 938-3737	Fax () -	Date 07/13/23
Proposal Name Tarpon Police/Fire EOC Rm w/2 Closets				Job Name (STFLS) Tarpon Police/Fire EOC Rm w/2		Job # 91674
Street 444 S Huey Avenue				Job Street 444 S Huey Ave		Proposal ID 103299
City, State and Zip Tarpon Springs, FL 34689	Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Tarpon Springs, FL 34689--472	Customer Job # 66180	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Shaw Contract - Uncommon Ground 6 - 0188V / 35.65 SF per Box / 45 Boxes	02540/Telluride	1,604.25	SF	\$3.06	\$4,909.01
4151 Pressure Sensitive Adhesive 4 Gallon		2.00	Each	\$208.75	\$417.50
LVT Installation		1,425.00	Each	\$2.85	\$4,061.25
Carpet Removal		130.00	SY	\$3.69	\$479.70
Carpet Disposal		130.00	SY	\$1.34	\$174.20
Open Market-Bond Topping Removal on VCT		255.00	Each	\$0.97	\$247.35
Skimcoating (labor/materials)		1,425.00	SF	\$1.59	\$2,265.75
4 1/2" Installation (Excludes Materials)		240.00	LF	\$1.48	\$355.20
Open Market- Furnish 4 1/2" Cove Base		240.00	LF	\$1.59	\$381.60
Furniture Moving & Replace		12.00	Hour	\$60.50	\$726.00
Transitions Install		6.00	LF	\$2.30	\$13.80
Open Market-Furnish Transitions		6.00	LF	\$1.71	\$10.26
Freight		1.00	Each	\$642.00	\$642.00
Base Bid Total:					\$14,683.62

Proposal Inclusions and Exclusions:

- Sourcewell Contract# 080819-SII *- till 10/11/24*
- 30161700-20-ACS
- Local Contact: Susan Cameron 813-777-4515 Installation Vendor: Flooring-Worx
- Proposal does not include removal of any materials containing asbestos.
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
- All pricing is based on work being completed during normal working hours.
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- A 2% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
- SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
- Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped. Crystal Zachery

Mail Drop - 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 103299



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

14. Remit to Address: SHAW INTEGRATED SOLUTIONS, MAIL DROP 999, PO BOX 208408, DALLAS, TEXAS 75320-8408

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Crystal Zachery Crystal Zachery \$14,683.62
Email: crystal.zachery@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: *The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.*
You are authorized to do the work as specified.

Customer: City of Tarpon Springs Signed: _____ Date: _____

Mail Drop - 999 P.O. Box 748552
Atlanta, GA 30384-8552



Phone: () -
Fax: () -

Proposal Submitted To City of Tarpon Springs		Attention Melissa Sellers		Phone (727) 938-3737	Fax () -	Date 07/13/23
Proposal Name Comm Areas 1st&2nd-halls,lobby,elev,conf rm,2 inte				Job Name (STFLS) Police&Fire Common Areas 1st&2nd		Job # 91676
Street 444 S Huey Avenue				Job Street 444 S Huey Ave		Proposal ID 103301
City, State and Zip Tarpon Springs, FL 34689	Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Tarpon Springs, FL 34689--472	Customer Job # 66180	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Shaw Contract - Uncommon Ground 6 - 0188V / 35.65 SF per Box / 114 Boxes	TBS/To Be Selected	4,064.10	SF	\$3.06	\$12,436.15
4151 Pressure Sensitive Adhesive 4 Gallon		6.00	Each	\$208.75	\$1,252.50
LVT Installation		3,640.00	SF	\$2.85	\$10,374.00
Carpet Removal		83.00	SY	\$3.69	\$306.27
Carpet Disposal		83.00	SY	\$1.34	\$111.22
Open Market-Bond Topping Removal on VCT		425.00	Each	\$0.97	\$412.25
OM-Quarry Tile Embossing Levelor		2,468.00	Each	\$2.10	\$5,188.41
OM-Ceramic Tile Base Removal & Wall Prep		775.00	Each	\$1.82	\$1,410.50
Skimcoating (labor/materials)		1,260.00	SF	\$1.60	\$2,016.00
OM-4 1/2" Installation (Excludes Materials)		315.00	LF	\$1.21	\$381.15
OM-4 1/2" Cove Base		315.00	LF	\$1.25	\$393.75
Furniture Moving & Replace		6.00	Hour	\$60.50	\$363.00
Transitions Install		30.00	LF	\$2.30	\$69.00
OM-Furnish Transitions		30.00	SF	\$1.25	\$37.50
Base - Install 6"Cove Base		775.00	LF	\$1.21	\$937.75
OM- Furnish- 6"Cove Base		775.00	LF	\$1.48	\$1,144.89
Freight		1.00	Each	\$1,070.00	\$1,070.00
Base Bid Total:					\$37,904.34

Proposal Inclusions and Exclusions:

1. NJPA Contract# 121715
2. 52100000-16-ACS
3. Local Contact: Susan Cameron 813-777-4515
4. Proposal does not include removal of any materials containing asbestos.
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. All pricing is based on work being completed during normal working hours.
7. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
8. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
9. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
10. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
11. A 2% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.

Mail Drop - 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 103301



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

12. SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
13. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 770-387-8217 to initiate the order process. A purchase order is required before materials can be shipped.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Crystal Zachery Crystal Zachery \$37,904.34
Email: crystal.zachery@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: *The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.*

Customer: City of Tarpon Springs Signed: _____ Date: _____

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552



Phone: () -
Fax: () -

Proposal Submitted To City of Tarpon Springs		Attention Cathy Morgan		Phone (727) 943-4870	Fax (727) 937-1766	Date 07/14/23
Proposal Name Police 5 Rooms & Downstairs				Job Name (STFLS) Police 5 Rooms & Downstairs		Job # 91672
Street 324 Pine Street				Job Street 444 S Huey Ave		Proposal ID 103297
City, State and Zip Tarpon Springs, FL 34689	Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Tarpon Springs, FL 34689--472	Customer Job # 66180	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Uncommon Ground 6 - 0188V / 35.65 SF per Carton / 317 Cartons	02540/Telluride	11,268.00	SF	\$3.06	\$34,480.08
4151 Pressure Sensitive Adhesive 4 Gallon		15.00	Each	\$208.75	\$3,131.25
LVT Installation		10,245.00	SF	\$2.85	\$29,198.25
Carpet Removal		685.00	SY	\$3.69	\$2,527.65
Carpet Disposal		685.00	SY	\$1.33	\$911.05
Open Market-Bond Topping Removal on VCT		4,080.00	SF	\$0.97	\$3,957.60
Skimcoating (labor/materials)		10,245.00	SF	\$1.60	\$16,392.00
4 1/2"Base Installation (Excludes Materials)		2,880.00	LF	\$1.48	\$4,262.40
Open Market- Furnish 4 1/2" Cove Base		2,880.00	LF	\$1.59	\$4,579.20
Furniture Moving & Replace		130.00	Hour	\$60.50	\$7,865.00
Transitions Install		120.00	LF	\$2.29	\$274.80
Open Market-Furnish Transitions		120.00	LF	\$1.70	\$204.00
Freight		1.00	Each	\$2,288.91	\$2,288.91
Base Bid Total:					\$110,072.19

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 080819-SII
2. 30161700-20-ACS
3. Local Contact: Susan Cameron 813-777-4515
4. Proposal does not include removal of any materials containing asbestos.
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. All pricing is based on work being completed during normal working hours.
7. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
8. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
9. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
10. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
11. A 2% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
12. SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV/054222
13. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 770-387-8217 to initiate the order process. A purchase order is required before materials can be shipped.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 103297



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

14. Remit to Address: SHAW INTEGRATED SOLUTIONS, MAIL DROP 999, PO BOX 208408, DALLAS, TEXAS 75320-8408

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

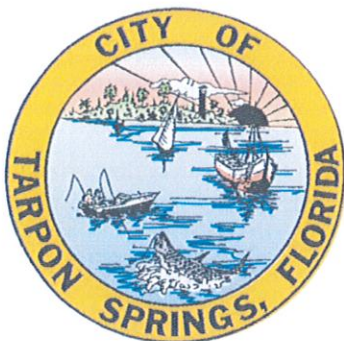
Signature: Crystal Zachery Crystal Zachery \$110,072.19
Email: crystal.zachery@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby **ACCEPTED**.
You are authorized to do the work as specified.

Customer: City of Tarpon Springs Signed: _____ 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
THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *al*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 07/25/2023
SUBJECT: Award File No. 230195-C-PH, Uniform Building Code Inspection Services Utilizing the City of Stuart, FL Contract No. 2022-201

RECOMMENDATION:

Award File No. 230195-C-PH, Uniform Building Code Inspection Services to Joe Payne, Inc. utilizing the City of Stuart, FL Contract No. 2022-201, in an estimated annual amount of \$28,000.00 for the period of July 26, 2023 through December 31, 2024 for the Building Development Department.

BACKGROUND:

The purpose of this contract is to provide supplemental building development services on an as-needed basis. The services include Certified Building Official, Plans Review and Inspection Services. The City of Stuart, FL competitively solicited this contract that allows for the utilization by Florida cities and counties. This contract is in effect through December 31, 2024 with three (3) remaining one (1)-year renewal options.

FUNDING: Funding will be identified as services are required.

Accepted by: _____ Attest: _____
City Manager City Clerk

City of Tarpon Springs, Florida

BUILDING DEVELOPMENT DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5604

KEITH MEADE, CFM
DEPUTY BUILDING OFFICIAL

MEMORANDUM

MEMORANDUM

TO: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director
THRU: Keith Meade, CFM, Deputy Building Official
FROM: Megan Araya, MBA, CFM, EM Coordinator / Floodplain Administrator
DATE: 07/19/2023
SUBJECT: Award File No. 230195-C-PH, Uniform Building Code Inspection Services Utilizing the City of Stuart, FL Contract No. 2022-201

The purpose of this contract is to provide supplemental building development services on an as-needed basis. The services include certified building official, plans review and inspection services. Joe Payne Inc. has provided satisfactory inspection and plan review service as needed for the Building Development Department in previous years.

The City of Stuart, FL competitively solicited this contract that allows for the utilization by Florida cities and counties. This contract is in effect through December 31, 2024, with three (3) remaining one (1)-year renewal options.

The Building Development Department anticipates utilizing an estimated annual amount of \$28,000.00 for the period of July 26, 2023, through December 31, 2024.



City of Stuart

October 6, 2022

JPI

Attn: Joe Payne
5995 S. A1A
Melbourne, Florida 32951

Subject: Renewal for RFP# 2022-201: Inspection Services

Dear Mr. Payne,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Inspection Services for the period beginning January 1, 2023 and ending on December 31, 2024 which represents the first of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than October 26, 2022**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla, Procurement Coordinator
cc: File

-
- ☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.
- ☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

10.06.22

Date

Joseph Payne

Printed Name

President

Title

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/13/2021

Prepared by: Alaina Knofla

Title of Item:

AWARD RFP# 2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES (RC):

RESOLUTION No. 120-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES TO THE TOP RANKED FIRM, (JPI) JOE PAINE, PE MBA OF MELBOURNE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on October 13, 2021. DemandStar notified seven hundred fifty five (755) potential bidders, there were eleven (11) plan holders, and five (5) bid packages issued for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. November 4, 2021.

A three (3) member selection committee evaluated the responses based on the following criteria: overall qualifications, operational plan, references/past similar nature of work in Florida, proposed price for work to be accomplished, location of proposer (incase emergency inspection would need to be performed). After detailed evaluation by the selection committee, it was determined it in the City's best interest to award to the top ranked firm (JPI) Joe Paine, PE MBA.

Funding Source:

1211/531

Recommended Action:

Adopt Resolution No. 120-2021

ATTACHMENTS:

Description	Upload Date	Type
□ R120-2021	11/18/2021	Cover Memo



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 120-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES TO THE TOP RANKED FIRM, (JPI) JOE PAINE, PE MBA OF MELBOURNE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

WHEREAS, the City entered into the competitive Request for Proposal process in order to solicit a licensed firms or individuals to provide all labor, equipment, and material necessary to provide Professional Uniform Building Code Inspection Services.

WHEREAS, the services requested are in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards, of Florida Statutes.

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2022-201: Uniform Building Code Inspection Services to the top ranked firm (JPI) Joe Payne, PE MBA with authorization to execute final agreement subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 120-2021

Approve Award of RFP #2022-201, Uniform Building Code Inspection Services

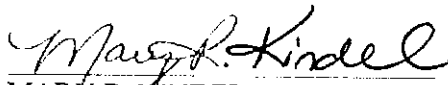
Commissioner MCDONALD offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MEIER and upon being put to a roll call vote, the vote was as follows:

MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 13th day of December, 2021.

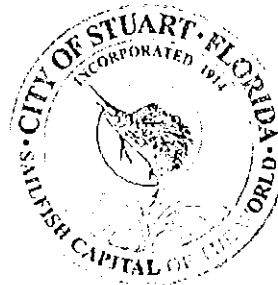
ATTEST:


MARY R. KINDE
CITY CLERK


MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY





"STANDARD CONTRACT"

CONTRACTOR: **JPI**
 C/O Joe Payne, PE MBA
 5995 S. A1A
 Melbourne, Florida 32951

PROJECT: **RFP #2022-201: ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES**

A. CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 1st day of January, 2022 by and between **Joe Payne, PE MBA** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Uniform Building Code Inspection Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Uniform Building Code Inspection Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Uniform Building Code Inspection Services.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Uniform Building Code Inspection Services as rendered. The services will be those customarily attendant to Uniform Building Code Inspection Services. The detailed scope of services to be performed (Contractor's response to RFP #2022-201 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial

period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Uniform Building Code Inspection Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

2.4 Contractor Supplied Equipment

Contractor shall provide their own ladders and any tools required to perform inspections. Contractor shall also provide their own cell phone, vehicle, fuel, vehicle maintenance and insurance.

2.5 Use of Documents

All original documents that result from the Contractor's services pursuant to this Agreement shall be the sole property of the City.

Section 3. Guarantee

The Contractor guarantees to provide inspection services and make good to the satisfaction of the City at the time of the inspection but does not guarantee future condition, efficiency, or life expectancy of systems or components. Contractor further guarantees the successful performance of workmanship for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the

Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful proposer seven (7) days written notice, and without prejudice to any

other right or remedy, terminate this Contract.

6.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

6.4 Performance Evaluation

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

Section 7. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Building Official.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Joseph Payne, PE

813.731.1501

joe@jpiflorida.com

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem

appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

B. Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 13. General Conditions

13.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

Agreement extends only to those services specifically described herein. If upon the request of the City, the Contractor agrees to perform additional services hereunder, the city shall pay the Contractor for the performance of such additional services an amount (in addition to all other amounts payable under this agreement) based on an hourly fee in accordance with Contractor's Fee Schedule, unless a Lump Sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

The City of Stuart reserves the right to order, in writing, changes in the work within the scope of

the contract. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

13.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 14. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Proposal as Submitted by Respondent and Accepted by City"

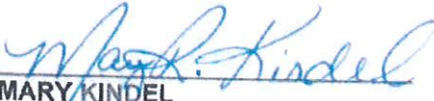
"Exhibit B" - "Original Request for Proposal as Issued by City, including all Addenda"

"Exhibit C" - "Insurance and Indemnification."

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.


CITY OF STUART, FLORIDA

ATTEST:


MARY KINDEL
CITY CLERK


DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY

CONTRACTOR

Joe Payne, Inc. dba JPI


(Signature)

Joseph Payne
Printed Name

President
Title



City of Tarpon Springs, Florida

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

JULY 25, 2023

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: RON HARRING, FINANCE DIRECTOR
SUBJECT: **FORM DR-420, FORM DR-420 TIF AND FORM DR 420-MM-P**

RECOMMENDATION:

To authorize the City Manager to sign Forms DR-420, DR-420 TIF, and DR-420 MM-P setting the tentatively proposed millage rate at 5.37 for Fiscal Year 2023-2024.

BACKGROUND:

The tentatively proposed millage rate for the Fiscal Year 2023-2024 Budget is to be set at 5.37. The tentatively proposed millage rate for the Fiscal Year 2023-2024 Budget is 9.94% above the rolled back rate of 4.8847.



Reset Form

Print Form

CERTIFICATION OF TAXABLE VALUEDR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : PINELLAS
Principal Authority : CITY OF TARPON SPRINGS	Taxing Authority : CITY OF TARPON SPRINGS

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	2,672,145,822	(1)
2.	Current year taxable value of personal property for operating purposes	\$	102,990,077	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	2,775,135,899	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	37,639,869	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	2,737,496,030	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	2,485,141,329	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 6/30/2023 11:30 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	5.3700	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	13,345,209	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	398,147	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	12,947,062	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	86,980,116	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	2,650,515,914	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	4.8847	per \$1000	(16)
17.	Current year proposed operating millage rate	5.3700	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	14,902,480	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs



STOP HERE - SIGN AND SUBMIT

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$ 12,947,062	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	4.8847 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$ 13,555,706	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$ 14,902,480	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	5.3700 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>	9.94 %	(27)

First public budget hearing	Date :	Time :	Place :
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : MARK G. LECOURIS, CITY MGR		Contact Name and Contact Title : RON HARRING, FINANCE DIRECTOR
	Mailing Address : PO BOX 5004		Physical Address : 324 E PINE ST (34689)
	City, State, Zip : TARPON SPRINGS, FL 34688		Phone Number : 7279425612
		Fax Number : 7279425637	



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/12


Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year:	2023	County:	PINELLAS	
Principal Authority : CITY OF TARPON SPRINGS		Taxing Authority: CITY OF TARPON SPRINGS		
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.				
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	4.8847	per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2022 Form DR-420MM, Line 13	5.6829	per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	5.3700	per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.				
Adjust rolled-back rate based on prior year majority-vote maximum millage rate				
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	2,485,141,329	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$	14,122,810	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	398,147	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$	13,724,663	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	2,650,515,914	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	5.1781	per \$1,000	(10)
Calculate maximum millage levy				
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	5.1781	per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)		1.0284	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	5.3252	per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.8577	per \$1,000	(14)
15.	Current year proposed millage rate	5.3700	per \$1,000	(15)
16.	Minimum vote required to levy proposed millage: (Check one)			(16)
<input type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.			
<input checked="" type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.			
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.			
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.			
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	5.3700	per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$	2,775,135,899	(18)

Continued on page 2

Taxing Authority : CITY OF TARPON SPRINGS		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 14,902,480	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 14,902,480	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 14,902,480	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 14,902,480	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : MARK G. LECOURIS, CITY MGR	Contact Name and Contact Title : RON HARRING, FINANCE DIRECTOR	
	Mailing Address : PO BOX 5004	Physical Address : 324 E PINE ST (34689)	
	City, State, Zip : TARPON SPRINGS, FL 34688	Phone Number : 7279425612	Fax Number : 7279425637

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

[Reset Form](#)[Print Form](#)**TAX INCREMENT ADJUSTMENT WORKSHEET**DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : PINELLAS
Principal Authority : CITY OF TARPON SPRINGS	Taxing Authority : CITY OF TARPON SPRINGS
Community Redevelopment Area : TSI	Base Year : 2000

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	132,595,917	(1)
2.	Base year taxable value in the tax increment area	\$	41,037,900	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	91,558,017	(3)
4.	Prior year Final taxable value in the tax increment area	\$	119,083,035	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	78,045,135	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	
	Electronically Certified by Property Appraiser	6/30/2023 11:30 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)	
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	86,980,116	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	398,147	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000	per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>	0.00 %	(7d)	
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : MARK G. LECOURIS, CITY MGR		Contact Name and Contact Title : RON HARRING, FINANCE DIRECTOR	
	Mailing Address : PO BOX 5004		Physical Address : 324 E PINE ST (34689)	
	City, State, Zip : TARPON SPRINGS, FL 34688		Phone Number : 7279425612	Fax Number : 7279425637



City of Tarpon Springs, Florida

324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34689-5004
(727) 938-3711
www.ctsfl.us

July 25, 2023

To: Mayor, Vice-Mayor, and Commissioners

From: Mark G. LeCouris, City Manager

Subject: Ratification of Collective Bargaining Agreement

Recommendation:

That the Board of Commissioners ratify the attached Collective Bargaining Agreement between the City of Tarpon Springs and the Sun Coast Police Benevolent Association.

Background:

Pursuant to Florida Statutes, Chapter 447, the City and the Sun Coast Police Benevolent Association negotiated the attached three-year agreement. This agreement was approved overwhelmingly by the bargaining unit employees in a vote conducted earlier this month. The agreement is now being submitted to the Board of Commissioners for ratification. A letter from the PBA regarding the official voting results and a summary of the terms of the agreement are attached.

SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.

Telephone (727) 532-1722
Fax (727) 530-4816



14141 46th Street N #1205
Clearwater, Florida 33762

TARPON SPRINGS POLICE DEPARTMENT

OFFICER, SERGEANT

BARGAINING UNIT EMPLOYEES ONLY

Collective Bargaining Agreement: October 1, 2023 – Sept. 30, 2026

VOTE TALLY

1. Total number signatures of voters in the bargaining unit..... 47
2. Votes to ACCEPT..... 45
3. Votes to REJECT..... 2
4. VALID votes counted (sum of 2 and 3 above)..... 47
5. VOID Ballots..... 0

WE THE UNDERSIGNED REPRESENTATIVES ACTED AS AUTHORIZED OBSERVERS IN THE COUNTING AND TABULATION OF BALLOTS INDICATED ABOVE. WE HEREBY CERTIFY THAT THE COUNT AND TABULATING WERE FAIRLY AND ACCURATELY CONDUCTED; THAT THE SECRECY OF THE BALLOTS WERE MAINTAINED; AND, THAT THE RESULTS ARE AS INDICATED ABOVE.

BALLOTS TALLIED AND OFFICIAL COUNT GIVEN THIS 27 DAY OF July, 2023.

[Signature]
SCPBA Representative (SIGNATURE)

[Signature]
AGENCY Representative (SIGNATURE)

Jake Miller
SCPBA Representative (PRINT)

MICHAEL A. Tamm
AGENCY Representative (PRINT)

Silva Webster
Witness (SIGNATURE)

Silva Webster
Witness (SIGNATURE)

Silva Webster
Witness (PRINT)

Silva Webster
Witness (PRINT)

Executive Summary for Members:

Contract for TSPD Police Officers and Sergeants October 1, 2023 – September 30, 2026

Summary:

Steps:

- Implementing a 16 Step Pay Plan for patrol officers, which is a reduction of two steps from the current 18 Step Pay Plan.
- Implementing an 8 Step Pay Plan for sergeants, which is a reduction of three steps from the current 11 Step Pay Plan.

General Wage Increase:

- In Fiscal Year 2024:
 - A 12.50% increase for each step from Entry through Step 15 on the FY23 Officer Pay Plan.
 - A 7.07% increase for the four officers currently at the top of the Officer Pay Plan.
 - A 12.50% increase for each step from Entry through Step 7 of the Sgt. FY23 Pay Plan.
- In Fiscal Year 2025:
 - A 5% increase for each step from Step 1 through Step 16 on the FY24 Officer Pay Plan.
 - A 5% increase for each step from Step 1 through Step 8 of the FY24 Sgt. Pay Plan.
- In Fiscal Year 2026:
 - A 5% increase for each step from Step 1 through Step 16 on the FY25 Officer Pay Plan.
 - A 5% increase for each step from Step 1 through Step 8 of the FY25 Sgt. Pay Plan.

Assignment Pay:

- Corporals will receive an additional 5% in compensation as long as acting as a sergeant for at least 36 hours.
- Corporals will receive an additional 5% in compensation when acting as a field training officer for more than 12 consecutive hours.
- Detectives will be moved from 40 to a 42 hour workweek.

- Implementing Incentive Pay of 1% for the following special assignments:
 - Dive Team
 - FTO Coordinators and/or Supervisors
 - Honor Guard
 - SWAT
 - THI
 - Bilingual (Proficiency Test/Approval of Chief Required)

*Can receive a maximum of 2% incentive pay if a member of multiple eligible specialty assignments.

AGREEMENT
BETWEEN
THE CITY OF TARPON SPRINGS
AND THE
SUN COAST
POLICE BENEVOLENT ASSOCIATION, INC.

October 1, ~~2020~~2023 - September 30, ~~2023~~2026
(A three-year contract)

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ARTICLE 1
PREAMBLE

SECTION 1. This Agreement is entered into by the City of Tarpon Springs, Florida, hereinafter referred to as the "City" and the Sun Coast Police Benevolent Association, Inc., hereinafter referred to as the "PBA" for the purpose of promoting harmonious relations between the City and the PBA, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full Agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 1. The City recognizes the PBA as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries and other conditions of employment for all employees certified by the Florida Public Employees Relations Commission (P.E.R.C.) under certification number 136.

SECTION 2. The only employees included in the bargaining unit are full time police officers and sergeants. No other classifications of present or future employees in the Police Department are represented by the PBA under this agreement unless the parties mutually agree to the recognition of additional classifications.

SECTION 3. The city will make available to the PBA three (3) copies of this agreement for the purpose of information and to make known that the PBA has been recognized by the ~~city~~City.

ARTICLE 3
OPEN

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1. The PBA and the employees recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the City's right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof, to decide upon the number of employees that may be assigned to work on any shift or the equipment to be employed in the performance of such work or to classify or reclassify employees, change or add to or alter in any way job descriptions, reassign or reclassify employees, whatever may be the effect upon employment, when in its sole discretion it may deem it advisable to do all or any of these said rights. Management officials of the City further retain all the rights, in accordance with the applicable laws of the State of Florida, regulations, and provisions of the Civil Service Rules and Regulations, but are not limited to the following:

- A. To manage and direct the employees of the City.
- B. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- C. To establish change or modify the number, types, and grades of positions assigned to the department and to classify or reclassify the types and grades or positions of employees assigned to the department.
- D. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve from duties because of lack of work, funds or other legitimate reasons.
- E. To determine the methods, means and personnel by which said operations are to be conducted, including the right to contract and subcontract existing and future work.
- F. To determine the number of employees to be employed by the City.
- G. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- H. To set standards for services to be offered to the public.
- I. To exercise control and discretion over the organization and reorganization of the department and the efficiency of operations of the City.
- J. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- K. All matters covered by the Civil Service System.
- L. To establish, implement and maintain an effective Internal Security Procedure.

SECTION 2. The City and the City Commission have the sole authority to determine the purpose and mission of the Police Department and the amount of the budget to be adopted by the City Commission.

SECTION 3. If in the sole discretion of the City, it is determined that an emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this contract shall be suspended during the period of the emergency, by the City, provided that the wage rates and monetary fringe benefits shall not be suspended.

SECTION 4. If the union, its members or employees engage in any activities that are illegal under Chapter 447 of the Florida Statutes, the City will retain all of its rights under this Agreement and under the Florida Statutes.

SECTION 5. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the employer, may be required to perform duties not within their job description, provided it is Police Department related.

ARTICLE 5
PROHIBITION OF STRIKES

SECTION 1. The PBA, the employees, and the PBA members agree not to engage in a strike, as defined in the Florida Statutes, Chapter 447, work stoppages, or other similar forms of interference with the operation of the Police Department.

SECTION 2. Any employee who participates in or promotes a strike, work stoppage or other similar forms of interference with the operation of the Police Department shall be subject to disciplinary action, up to and including discharge.

SECTION 3. It is expressly understood and agreed that the PBA shall not be held financially liable for damages suffered by the City in the event of any unauthorized violation of this Article by any employees, provided the PBA shall:

- A. Within twenty-four (24) hours after giving written notice by the employer of such violation, promptly order the instigators and participants to cease all activities contrary to the provisions of this Article and contrary to the strike prohibition provisions of the Florida Statutes.
- B. Within twenty-four (24) hours after giving written notice by the employer of such violation, prepare and furnish to each employee in the bargaining unit the following notice:

"We have been advised by the City of Tarpon Springs that a strike or other violation of Article 5 of our Agreement has occurred. Inasmuch as no such strike or other violation has been authorized or sanctioned by this Association, you are herewith instructed to return to work immediately and to cease violating Article 5 of this Agreement."

SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.

By: _____

- C. Join with the City, at its option, in obtaining an injunction in the State Court restraining such violation; and
- D. Not interfere, directly or indirectly, with any attempts by the City to end the unauthorized violation of Article 5.
- E. In the event that certain bargaining unit employees who are involved in such unauthorized action shall refuse to discontinue such unauthorized action, the City shall have the right to discipline or discharge from employment or take any and all actions allowed under the Florida Statutes against such employees without any recourse to the grievance procedure.

SECTION 4. Employees covered by this Agreement, the PBA or its officers, agents, representatives, agree that Section 447.505 of the Florida Statutes prohibits them individually or collectively as public employees or as the association from participation in any strike against the City and prohibits them from instigating or supporting in any manner, a strike. Any violation of this article, Article 5, shall subject violator(s) to the penalties provided for by the Florida Statutes, this Agreement and the Rules and Regulations of the City.

SECTION 5. The City shall not lock out any bargaining unit employees during the term of this Agreement because of a labor dispute with the PBA.

ARTICLE 6
PBA REPRESENTATION

SECTION 1. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party. The bargaining committee of the PBA shall consist of not more than four (4) representatives. The PBA shall furnish the City Manager's Office with a written list of the PBA's bargaining committee, prior to the first bargaining meeting.

SECTION 2. PBA representatives shall be allowed to communicate official PBA business to members prior to on-duty roll call, and following off-duty roll call.

SECTION 3. Employees shall have the right to PBA representation if the employee desires to meet and consult with any supervisory or managerial official, via the appropriate chain of command.

SECTION 4. Copies of special orders, general orders or training bulletins affecting PBA members shall be made available to the PBA upon request, so long as such documents are provided by law to be public records.

SECTION 5. Special conferences on important matters will be arranged between the officers of the PBA and the Chief of Police or the City Manager. Arrangements for any special conferences shall be made five (5) calendar days in advance whenever possible and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda and the PBA representative shall be limited to no more than three (3) matters at any one (1) conference.

SECTION 6. Copies of all memoranda regarding police department operations and issued for all dissemination to the employees, by any means, shall be provided to the in-house PBA representative as authorized by the PBA President in writing.

ARTICLE 7
PBA BUSINESS

SECTION 1. Except in the case of an emergency, one (1) PBA official who is covered by this Agreement, shall be granted time off by the Chief of Police to attend State, County, and local PBA meetings, provided a written request is submitted five (5) working days prior to the time off period, and sufficient manpower is available in the regular shift to properly man the department during the absence of the PBA official.

SECTION 2. Time off for attendance at the State, County and local PBA meetings shall be allowed by exchange of duty time, class for class, by members of this Unit and by approval of the Chief of Police, at no cost to the City.

ARTICLE 8

CHECKOFF

SECTION 1. Employees covered by this Agreement authorize payroll deductions for the purpose of paying PBA dues, PBA dental plan premiums and uniform assessments. No authorization shall be allowed for payment of initiation fees or fines.

SECTION 2. The PBA will initially notify the City as to the amount of payroll deductions. Such notification will be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA dues, PBA dental plan premiums and uniform assessments will be similarly certified to the City and shall be done at least thirty days in advance of the effective date of such change.

SECTION 3. Dues, dental plan premiums and uniform assessments shall be deducted from the first paycheck of the month and the funds deducted shall be remitted to the treasurer of the PBA within thirty (30) days.

SECTION 4. The payroll deduction shall be revocable by the employee notifying the City and PBA in writing on a prescribed form.

SECTION 5. For the purpose of putting this Article into effect the PBA will furnish the City with the forms for such individual authorization.

SECTION 6. The PBA will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of payroll deductions of PBA dues, PBA dental plan premiums and uniform assessments.

ARTICLE 9
BULLETIN BOARDS

SECTION 1. The PBA shall have the use of a bulletin board located within the office area of the Police Department.

SECTION 2. The authorized bulletin board for PBA use shall be restricted to:

- A. Notices of PBA meetings.
- B. Notices of PBA recreational and social affairs.
- C. Notices of PBA appointments, PBA elections and results of PBA elections.
- D. Other notices concerning PBA affairs that are not political or controversial in nature.

The PBA will remove from the bulletin board, upon the written request of the City, any material that in the City's judgment is libelous, scurrilous or detrimental to the labor-management relationship.

There shall be no other general distribution, or posting by employees, or pamphlets, advertising or political matters, notices, or any kind of literature upon City property other than as herein provided.

ARTICLE 10

GRIEVANCE PROCEDURE

A Grievance is hereby defined as any alleged dispute or controversy arising out of the interpretation or application of this agreement covering the employee or employees concerned. Unless by mutual consent a substitute procedure is adopted, grievance matters shall be processed in accordance with the procedure set forth in this Article 10.

SECTION 1. INFORMAL PROCEDURE

It is the desire of the City to address grievances informally, and supervisors and employees are expected to make every effort to resolve problems as they arise. Nothing herein contained shall be construed to discourage, diminish, or impair such informal procedures and practices.

SECTION 2. GRIEVANCE FILING

If informal efforts to resolve the grievance are unsuccessful, an employee or group of employees may initiate a formal grievance, no later than ten (10) working days following the occurrence, by completing Step 1, Part A of the prescribed grievance form.

- A. The employee must state the grievance clearly, setting forth the specifics involved and the reason why the employee considers it to be justified, and
- B. The employee must state the remedy desired.

STEP ONE (1) OF GRIEVANCE PROCEDURE

The grievance is submitted to the Police Chief for resolution. The Police Chief shall inform the employee of his decision and the reasons for the decision within ten (10) working days from the file date of the grievance.

STEP TWO (2) OF GRIEVANCE PROCEDURE

If the employee is not satisfied with the Police Chief's response, or if ~~he/she~~ the employee does not receive such response within the time limit prescribed in the preceding paragraph, ~~he/she~~ the employee may submit the grievance to the City Manager within ten (10) working days. The City Manager has ten (10) working days from receipt of the grievance in which to respond. The City Manager's response to the grievance shall be communicated to the employee on the grievance form.

- 2.1 Any exhibits, attachments or additional documentation in support of the grievance by the employee or response to the grievance by the Police Chief or City Manager may be attached and become part of the grievance.
- 2.2 The time limits contained in this grievance procedure may be waived by mutual consent.
- 2.3 The aggrieved employee shall have the right to appear and has the right to the assistance of a union representative to represent the employee in grievance meetings.
- 2.4 All parties to the procedure are permitted to present relevant witnesses and documentation.

ARTICLE 11

ARBITRATION

SECTION 1. Either party may request arbitration of a grievance unsettled at the last step of the grievance procedure in accordance with the requirements of this Article.

SECTION 2. Either party may submit the grievance to arbitration by sending to the other party, by registered mail or certified mail within ten (10) working days or within the additional period of ten (10) working days as extended by written agreement of the parties, after the City Manager's response is due in Step 2 of the grievance procedure, a notice in writing in which the matter to be arbitrated is clearly set forth, as provided herein.

SECTION 3. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder:

- A. The grievance was filed in writing and processed in the manner and within the time limits prescribed in the grievance procedure of this Agreement.
- B. The written grievance and the request for arbitration clearly identify the Section or specific provisions of the Agreement allegedly violated.

All demands for arbitration that are not subject to arbitration as a matter of right under the provisions of this Section above shall not be subject to arbitration.

SECTION 4. It is the specific agreement of the parties that an arbitrator, in determining whether a grievance upon which arbitration has been requested is arbitrable, shall:

- 1. Give strict interpretation to the terms of this Agreement;
- 2. Consider that this agreement sets out expressly all the restrictions and obligations assumed by the respective parties and that no implied restrictions or obligations are inherent in this Agreement or were assumed by the parties in entering into this Agreement;
- 3. Find that the grievance upon which the request for arbitration is based on is not arbitrable unless the time limits and procedures provided for in the grievance procedure and this Article have been strictly complied with unless parties have agreed in writing to waive each time limit and procedure.

SECTION 5. After the conclusion of the final step of the grievance procedure, either party may apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators and from this list one (1) shall be selected by the process of elimination. The parties shall strike names from the list alternately, the moving party having the first strike, and the arbitrator remaining after each party had three (3) strikes shall be named the arbitrator for the grievance. All arbitrators must have a Florida address for expense reimbursement. Either party may reject a panel one time. Such arbitrator shall consider and determine the dispute pursuant to the established rules of arbitration and pursuant to the provisions of this Agreement and his decision shall be final and binding.

SECTION 6. The cost of the arbitration shall be borne by the losing party. If neither party is sustained completely, the costs of the arbitration shall be split evenly between the two parties. If either party requests a transcript, the cost will be split evenly. If during the course of the arbitration the aggrieved issue is resolved, any associated cost will be split evenly.

SECTION 7. The arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or alter in any way the provisions of this Agreement; he shall not have authority to pass on questions relating to his own jurisdiction; and he shall not have authority to be empowered to effect, rule upon, to grant extension of renewal of this Agreement.

SECTION 8. In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is remedial and under no circumstances shall an employee be made more than whole or receive back-pay for a period prior to first filing a grievance in writing, furthermore, no award for back-pay shall exceed the amount of wages the employee would have earned at his regular wage rate less any unemployment compensation, or any other compensation from any source, that he was receiving while not working for the City.

SECTION 9. The arbitrator shall render his award within thirty (30) calendar days after the date mutually agreed upon by the parties allowing for the receipt of the transcript and briefs submitted to the arbitrator that officially closes the hearing.

SECTION 10. The arbitration award, if any, shall be implemented by the appropriate parties within fifteen (15) days after receipt of the award, unless the City intends to challenge the arbitrator's award in court of competent jurisdiction. In that event, the City shall officially notify the PBA in writing.

ARTICLE 12

PAY PLAN

SECTION 1. Any member promoted to the next higher rank/grade shall realize at least a five percent (5%) increase in base pay and shall be placed at an appropriate level in the salary range at the discretion of the Police Chief.

SECTION 2. The pay plan for all bargaining unit employees is defined in Appendix 2 of this Agreement.

Effective ~~October 1~~September 28, 2020 2023, there shall be a ~~3~~ 12.5% general wage increase applied to the pay plan as shown in Appendix 2 ~~plus advancement in step for those not at maximum. The number of steps in the pay plan shall be reduced and renamed as shown in Appendix 2 and employees shall move laterally to the appropriate step of the new pay plan~~. ~~The parties also agree to wage re-openers for both fiscal year 2022 and fiscal year 2023, subject to a minimum floor of a guaranteed 1.25% general wage increase to the pay plan for both fiscal year 2022 and fiscal year 2023.~~ There shall be a 5% general wage increase applied to the pay plan in fiscal year 2025 and 2026. Employees would also ~~plus advancement one in step in the pay plan~~ each year for those not at maximum. During the wage reopeners for fiscal year 2022 and fiscal year 2023, the parties shall discuss additional wage increases for those two fiscal years.

SECTION 3. All salary increases, in Article 12, are conditional upon performance evaluations, as outlined in Appendix One Performance Evaluations, which is attached to this agreement. Deductions of wage increases that are 2% or less shall not be subject to the grievance and arbitration provisions of this contract. It is understood that no employee will receive base pay in an amount greater than the maximum pay for the applicable job classification.

ARTICLE 13
OPEN

ARTICLE 14
CLOTHING ALLOWANCE

SECTION 1. ~~Effective October 1, 2005, t~~The clothing allowance shall be four hundred dollars (\$400.00) a year paid in quarterly installments for uniformed officers and plain clothed sworn personnel other than Detectives. Detectives shall receive six hundred dollars (\$600.00) under this provision.

SECTION 2. Where possible the City will establish a purchase agreement with a uniform vendor affording Police Officers the opportunity to purchase uniform related personal items directly which may increase their purchasing powers

SECTION 3. Employees covered by this agreement will receive one hundred dollars (\$100.00) per fiscal year for footwear in accordance with department Standard Operating procedures.

ARTICLE 15
OFF DUTY COURT ATTENDANCE

SECTION 1. In the event that Court attendance may be required while off duty, employees shall be compensated for a minimum of three (3) hours for the first court appearance in any given calendar day, subject to the provisions set forth in Section 3 below. All hours of compensation for court appearances will count toward the build up of hours worked for overtime purposes, as defined in Article 16, Section 3. The City shall provide a vehicle when available.

SECTION 2. All personnel shall be required to personally report their court time, as determined by the Chief of Police, detailing their start time and ending time. This information is to be reported at the beginning of the first tour of duty following the court appearance.

SECTION 3. Compensation for Court Appearances:

1. In the event that the court appearance begins less than three (3) hours prior to the assigned tour of duty, time actually worked to the beginning of the shift shall be credited.
2. For each court appearance in excess of three (3) hours, employees shall receive credit for all hours during which attendance is required.
3. Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited. If treated as separate appearances, the employee will be guaranteed a three (3) hour minimum credit for the additional appearances providing there is a three (3) hour lapse between the release from the first appearance and the beginning of the subsequent appearance.

ARTICLE 16

BASIC WORKWEEK AND OVERTIME

SECTION 1. Departmental Management will establish the basic workweek and hours of work best suited to meet the needs of the department and provide superior service to the community.

SECTION 2. The basic workweek shall be 40 hours. This shall include a basic 8-hour shift. Employees' hourly pay rates shall be calculated according to a 40-hour week. Overtime shall be any hours worked over 40 in a given work week ~~not including pre-shift. Holidays and sick days shall be calculated as if pre-shift was included.~~ The workday shall include a paid one-half (1/2) hour lunch break and two (2) fifteen (15) minute breaks per day.

SECTION 3. All required and ordered work performed in excess of the forty (40)-hour weekly schedule ~~(not including pre-shift)~~ shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's straight time rate of pay. For the purpose of computing overtime, any time more than fifteen (15) minutes but less than thirty (30) minutes shall be computed as one-half (1/2) hour; any time less than forty-five (45) minutes but more than thirty (30) minutes shall be computed as one-half (1/2) hour; any time more than forty-five (45) minutes but less than one (1) hour shall be computed as one (1) hour.

SECTION 4. For purposes of overtime computation, actual hours worked, vacation, and administrative leave with pay shall be considered as time worked. All other leaves of absence with or without pay, or attendance at promotional exams while off duty, shall not be considered as time worked.

SECTION 5. Employees shall be required to work overtime when requested unless excused by supervision. In the event any employee is required to work overtime, ~~he/she~~ they will not be required to use annual leave nor be placed in a "Leave Without Pay" status during the basic work period in order to compensate or offset the overtime hours worked or to be worked.

SECTION 6. CALL BACK: Employees required to come to work on off hours shall be paid for the actual time worked with a minimum of (3) hours, at the rate of time and one-half (1-1/2) pay. Any member required to return to duty because of failure to complete duties (during their tour of duty) in the approved and required manner or to correct an improperly completed report or other work product, shall ~~do so without compensation from the City not be entitled to call back compensation.~~ However, such requirement to return to duty shall not be invoked in an arbitrary or abusive manner to avoid the payment of overtime. **COPS PROGRAM:** Employees that either volunteer or are required to work a COPS Program detail during their off hours shall be paid for a minimum of two (2) hours call back time.

SECTION 7. STANDBY TIME: In order to provide coverage for services during off duty hours, it may be necessary to assign and schedule certain employees to Standby Duty. A Standby Duty assignment is made by the Chief of Police who requires an employee to be available for work due to an urgent situation on his or her off duty time which may include nights, weekends, or holidays.

Employees while on Standby Duty will be provided a departmental vehicle to take home, if available, and when called out, overtime pay of time and one-half (1-1/2) over forty (40) hours based on forty (40) hours weekly, will be paid in the same manner as regular overtime is paid.

SECTION 8. A work schedule covering two (2) pay periods shall be established by the City and shall indicate the hours of work for each member, the member's days off and all other specially assigned work hours.

SECTION 9. Any officer who works a "Special Detail" while off duty and is paid by the City will receive a minimum of three (3) hours overtime. A "Special Detail" is defined as an event within the City where part of the officers assigned are hired by the event sponsor and the remaining assigned officers are paid by the City. Officers working "Special Details" arranged through the department are considered in service to the City. Overtime will be paid only if in compliance with Article 16 as it relates to the basic workweek.

SECTION 10. Officers who attend five (5) consecutive days of training outside a 15-mile radius from the station shall receive one (1) paid day off to be taken within two pay periods from the end of the training class, as assigned by management.

SECTION 11. 10 or 12 HOUR ALTERNATE WORK SCHEDULE:

A. General Definition. 12 Hour Schedule: “Day” shall be interpreted as 12 hours for those employees working a 12 hour shift schedule and “week shall be interpreted as 42 hours. The work period shall be defined as 84 hours in a 14 day cycle. **10 Hour Schedule:** “Day” shall be interpreted as 10 hours for those employees working a 10 hour shift schedule and “week” shall be interpreted as 40 hours. The work period shall be defined as 80 hours in a 14 day cycle.

B. Article 4. Management Rights. It shall be understood under Article 4 Section 1G that Management retains the right to hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City. Therefore, it shall be the sole discretion of Management to assign or remove employees to or from positions working the alternate work schedule, determine staffing levels, or to implement or discontinue the 10 or 12 hour shift schedule if it should be determined to adversely affect the operations of the department. Further, the parties agree that the Chief and/or the Chief’s Designee shall have the option of assigning the School Resource Officers, Logistics Officer, Community Policing Officer, Detectives and Administrative Sergeants to a 42 hour work week. The Chief and/or the Chief’s Designee shall also have the right to assign personnel to a 10 hour shift schedule.

C. Article 12. Pay Plan. Employees assigned to a 12 hour shift schedule shall be compensated at the same hourly rate as provided for in Appendix 2 of the agreement. Annual compensation shall be based on ~~2185-~~ 2184 hours per year.

D. Article 16. Basic Workweek and Overtime.

Section 2. Work Period. The basic work period for employees assigned to a 12 hour shift schedule shall be 84 hours in a 14 day work cycle. Employees working the 12 hour shift shall be compensated utilizing an average workweek of 42 hours. The 12 hour shift workday shall include a paid one (1) hour meal break and two (2) fifteen (15) minute breaks, whenever practical.

Section 3. Overtime. All work performed in excess of the eighty-four (84) hour, 14 day work period, shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 ½) times the employee’s straight time rate of pay. Overtime must be approved by a supervisor prior to the time being worked. Failure to obtain prior approval may result in disciplinary action.

Section 7. Standby Time. Employees assigned to a 12 hour shift schedule while on Standby Duty will be compensated at the overtime rate of time and one-half (1 ½) for all hours worked over 84 hours in the 14 day work cycle.

E. Article 20. Holidays.

Section 2. Compensation. Eligible employees assigned to the 12 hour shift schedule that are not required to work the holiday will receive twelve (12) hours compensation at the base rate of pay for each approved holiday. Employees required to work on the holiday shall receive additional compensation according to the following holiday formula:

Actual Holiday Hours Worked ÷ 2 = Number of Hours Paid at Straight Time Overtime (not to exceed 6 hours)

F. Article 22. Sick Leave Award. For employees assigned to the 12 hour shift schedule the term day shall be interpreted as 12 hours.

G. Article 23. Vacations. Section 2, Section 3 and Section 4: For employees assigned to the 12 hour shift schedule, “day” shall be interpreted as 12 hours and “week” shall be interpreted as 42 hours.

H. Article 31. General Provisions. Section 4. Funeral Leave. For employees assigned to the 12 hour shift schedule, “day” shall be interpreted as 12 hours.

~~I. — Article 35. Read Off Compensation. This article shall not be applicable to employees assigned to the 12 hour shift schedule. Read off time will be incorporated into the 12 hour shift.~~

~~J. — Article 39. Duration and Term of Agreement. There will be no expectation by the parties that the 12 hours shift schedule will extend beyond the term of this Agreement.~~

SECTION 12. K-9 Officer Compensation. Employees assigned as K-9 Officer shall be compensated as provided in Appendix 3. K-9 Officer Agreement Memorandum of Understanding.

ARTICLE 17
PROBATIONARY PERIOD

SECTION 1. All newly hired employees shall serve a probationary period of twelve (12) continuous calendar months of patrol time, uninterrupted by any type of service break, except as follows. Such probationary period shall commence after completion of the field-training program and may be extended at the discretion of the Police Chief for absences of greater than one hundred and twenty (120) hours.

SECTION 2. Probationary employees' service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the PBA shall have recourse to the grievance procedure over such termination.

SECTION 3. During the probationary period, all the provisions of this Agreement will apply to probationary employees except for the following conditions:

1. All employees are paid holiday pay from the first day on the job.
2. Except in cases of injury incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of thirty (30) calendar days of continuous service following the date of original appointment. Use of earned sick leave is authorized during the probationary period if necessary.

ARTICLE 18

SENIORITY

SECTION 1. CITY SENIORITY: City Seniority is defined as length of service with the City determined from the employee's most recent date of employment or re-employment.

SECTION 2. CLASSIFICATION SENIORITY: Classification seniority shall be understood to mean length of service in a particular classification and shall be measured from the date an employee first worked in the classification to which ~~he~~ **the employee** is presently assigned. An employee shall have classification seniority in no more than one (1) classification at any time. After successful completion of the probationary period, length of service in classification reverts to date of entry, transfer or promotion to present classification.

SECTION 3. Length of service under this Agreement shall prevail only if ability, experience and training are equal as determined by the City.

SECTION 4. City seniority shall be used for purposes of computing pensions, service awards and other matters based on length of service.

SECTION 5. Classification seniority shall be used in conjunction with the job classifications for ~~purpose's~~ **purposes** of layoff and recall.

SECTION 6. Seniority of employees shall be terminated for reasons including the following:

1. Voluntary termination;
2. Discharge for just cause;
3. Failure to return to work unless the employee shall have a justified excuse for failure to return;
4. By the employee being absent from work for two (2) working days without properly notifying ~~his or her~~ **their** immediate supervisor and giving a satisfactory reason for the absence;
5. Permanent layoff and has not been recalled for three (3) months;
6. Leave of absence without pay for thirty (30) calendar days or more that the City has not extended.

Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City Seniority date or the classification seniority date to be adjusted.

SECTION 7. Any police officer physically disabled in the line of duty, if transferred to another position or department within the City of Tarpon Springs, shall maintain all City rights previously accrued.

ARTICLE 19

SPECIAL ASSIGNMENTS

SECTION 1. Working Out of Classification. Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a rank above that which ~~he/she~~ they normally holds shall be paid five percent (5%) of ~~his/her~~ their base hourly rate while so acting if ~~he/she~~ the employee works in the higher position for 6 hours or more, except as provided for Corporals in Section 3 below.

SECTION 2. Field Training Officer Assignment. Any employee covered by this Agreement who is assigned as a Field Training Officer shall be paid five percent (5%) of ~~his/her~~ their base hourly rate while actually working in this capacity.

SECTION 3. Corporal Assignment. Any employee covered by this Agreement who is assigned as a Corporal shall be paid five percent (5%) of ~~his/her~~ their base hourly rate while so assigned. Employees assigned as Corporals shall be expected to perform the duties and responsibilities of the Sergeant in ~~his/her~~ their absence and the duties and responsibilities of a Field Training Officer when assigned, ~~without any additional compensation~~ Employees assigned as a Corporal shall be eligible for Acting Sergeant pay of an additional five percent (5%) of their base hourly rate when filling the role of Sergeant for more than 36 hours. If the role of Sergeant is performed for more than 36 hours within a basic work period, the employee shall be entitled to the additional five percent (5%) of their base hourly rate for all hours worked in the role of Sergeant within that basic work period. Employees assigned as a Corporal shall also be entitled to an additional five percent (5%) when filling the role of a training officer for more than twelve (12) consecutive hours. If the role of train officer is performed for more than twelve (12) consecutive hours by a Corporal, the employee shall be entitled to the additional five percent (5%) of their base hourly rate for all hours worked in the role of training officer within that shift.

SECTION 4. Corporals and Field Training Officers shall be considered to be assignments, not recognized classifications. All assignments shall be offered based on qualifications for such assignment in the sole judgment of the Chief of Police. The entire process including commencement and termination of the assignments described in this article shall be at the discretion of the Chief of Police and shall not be grievable or arbitrable.

SECTION 5. Detective Assignment. Any employee who is covered by this Agreement who is assigned to the Criminal Investigations Division shall be paid five percent (5%) of ~~his/her~~ their base hourly rate while assigned to the Criminal Investigations Division. Any employee who is assigned to the Criminal Investigations Division and who is also paid five percent (5%) based on ~~his/her~~ their service in another Special Assignment category under this Agreement, (i.e., corporal) shall not forfeit his/her other specialty assignment pay in order to also access his/her Detective Assignment pay.

SECTION 6. Other Special Assignments. Special Assignments are the sole discretion of the Police Chief. Any employee assigned shall be paid one percent (1%) of their base hourly rate as incentive pay, for up to two percent (2%) maximum, for the following special assignments:

- a. Dive Team
- b. FTO Coordinators and/or Supervisors
- c. Honor Guard
- d. SWAT Team
- e. Traffic Homicide Investigation (THI)
- f. Bilingual: Employees may be designated and assigned by the Police Chief as qualifying for the Bilingual Special Assignment Incentive Pay. Those who are designated as proficient in reading, writing and speaking the designated language will be required to assist in translating, interpreting, and transcribing as needed and required during the course of their regular duties. In order to qualify for the incentive, there must be a determination of need made at the Police Chief's discretion and an employee must demonstrate defined levels of proficiency in reading, writing and speaking as determined by a proficiency test, administered by an outside organization with oversight by the City's Human Resources Department, at the City's expense. The Determination of the languages needed, number of participants, and eligibility to take the proficiency test will be at the discretion of the Police Chief.

ARTICLE 20 **HOLIDAYS**

SECTION 1. **HOLIDAYS OBSERVED:** The following shall be recognized as paid holidays:

New Year's Day
Epiphany (January 6th)
Dr. Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day (last Monday in May)
July Fourth
Labor Day (first Monday in September)
Veteran's Day (National Observance)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day

(All holidays will be observed on the calendar date.)

During the term of this agreement, all members of the bargaining unit shall enjoy the same holidays observed by the City of Tarpon Springs.

SECTION 2. **COMPENSATION:** Eligible employees not required to work on the holiday will receive eight (8) hours compensation at the base rate of pay for each approved holiday.

Because of the nature of employment with the Police Department, recognition of the actual holidays by granting leave is not always possible. Employees required to work on the holiday shall receive additional compensation according to the following holiday formula:

Actual Holiday Hours Worked ÷ 2 = Number of Hours Paid at Straight Time Overtime (not to exceed 4 hours)

SECTION 3. **ELIGIBILITY FOR HOLIDAY PAY:**

In order to be eligible for Holiday Pay, the employee must have worked their last regularly scheduled work day prior to and first regularly scheduled work day after the holiday, unless this requirement waived by the Chief of Police.

SECTION 4. **HOLIDAY PAY NOT PAID:** No holiday pay will be paid to employees on leave of absence or layoff. If an employee is scheduled to work on a holiday and is absent from work, ~~he/she~~ they shall not receive holiday pay for that day unless excused by the City.

ARTICLE 21

INJURY LEAVE

SECTION 1. The City agrees to pay the following compensation to any employee injured while acting in the line of duty, in accordance with the following definitions, terms and conditions:

An employee who is temporarily disabled while acting in the line of duty will continue to receive wages, subject to the following conditions:

- A. The disability must have resulted from an injury or illness sustained directly in the performance of the employee's work, with case law regarding on-duty disability under the Workers' Compensation Act, and Section 185.34, F.S. to be used as a general standard.
- B. If incapacitated for the employee's regular position, such employee shall be given other duties with the Police Department for the period of recuperation, if practical. Unwillingness to accept such an assignment as directed by the Chief of Police will make the employee ineligible for disability leave during the time involved.
- C. A physician selected by the employer will be used to determine the physical ability of the employee to continue working or to return to work. Any medical or other examinations required by the employer shall be at the employer's expense with transportation to and from such examination provided by the employer.
- D. No such leave shall be given for more than 90 days. The City Manager may grant additional monthly extensions of such ninety (90) day period upon request of the employee.
- E. An employee on Workers' Compensation leave shall receive full pay and benefits (except as outlined in subsection E.2 below) during the period of recuperation without deduction from sick leave during the first ninety (90) days. The employer shall pay the difference between workers' compensation benefits and the employee's net pay at the date of the injury for the ninety (90) day period. After the ninety (90) day period, the City will continue to pay the difference between workers' compensation benefits and the employee's net pay at the date of injury, but the employer shall deduct such difference from the accrued sick leave of the employee. After the accrued sick leave is exhausted, the employee is only entitled to workers' compensation benefits.
 - E.1 During the period outlined in Section 1, paragraph E, the City will continue all payroll deductions accordingly, as previously requested by the employee.
 - E.2 An employee involved in a motor vehicle accident while not wearing a seatbelt will be subject to the statutory reduction in pay in accordance with Florida Statute 440 *Workers' Compensation Act*, unless said act is done in conjunction with an act of officer safety concerns.

SECTION 2. It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under the Workers' Compensation Law or the requirements of the City's Workers' Compensation insurance coverage.

SECTION 3. An employee who has filed a Workers' Compensation claim shall not be interviewed until and unless the employee is represented by a representative of his/her choice, who shall be present at all times during the interview.

ARTICLE 22
SICK LEAVE AWARD

SECTION 1. Sick leave shall be granted with pay to all regularly employed, full-time employees in the Police Department at the rate(s) defined below. Sick leave not utilized for the purpose intended at the time of the employee's retirement or termination in good standing after at least five consecutive years of service, shall be paid a percentage of accrued sick leave equal to their full years of service (i.e., 5 years = 5%; 6 years = 6%, etc.) with a maximum not to exceed forty (40) days.

A. Employees hired prior to 10/01/96:

B. Employees hired on or after 10/1/96:

YEARS OF SERVICE	DAYS PER YEAR	TOTAL DAYS	TOTAL DAYS PAID	YEARS OF SERVICE	DAYS PER YEAR	TOTAL DAYS	TOTAL DAYS PAID
5	14	70	3.50	5	12	60	3.00
6	14	84	5.04	6	12	72	4.32
7	14	98	6.86	7	12	84	5.88
8	14	112	8.96	8	12	96	7.68
9	14	126	11.34	9	12	108	9.72
10	14	140	14.00	10	12	120	12.00
11	14	154	16.94	11	12	132	14.52
12	14	168	20.16	12	12	144	17.28
13	14	182	23.66	13	12	156	20.28
14	14	196	27.44	14	12	168	23.52
15	14	210	31.50	15	12	180	27.00
16	14	224	35.84	16	12	192	30.72
17	14	238	40.00	17	12	204	34.68
18	14	252	40.00	18	12	216	38.88
19	14	266	40.00	19	12	228	40.00
20	14	280	40.00	20	12	240	40.00
21	14	294	40.00	21	12	252	40.00
22	14	308	40.00	22	12	264	40.00
23	14	322	40.00	23	12	276	40.00
24	14	336	40.00	24	12	288	40.00
25	14	350	40.00	25	12	300	40.00
26	14	364	40.00	26	12	312	40.00
27	14	378	40.00	27	12	324	40.00
28	14	392	40.00	28	12	336	40.00
29	14	406	40.00	29	12	348	40.00

SECTION 2. SICK LEAVE ABATEMENT PROGRAM

At any time during the duration of this contract, if the city reinstates the sick leave abatement program employees covered by this agreement will also receive it.

SECTION 3. ADDITIONAL BENEFIT

Should any changes be made to the City policy increasing the employees' benefits regarding this section, the members of this bargaining unit shall be entitled to said increases.

ARTICLE 23

VACATIONS

SECTION 1. Annual leave is used for vacations and time off for personal matters.

After an employee completes the probationary period, such employee may use annual leave with the prior approval of the Police Chief. Vacation time and time off for personal matters must be approved in advance of the time that is wanted off from work.

SECTION 2. Employees hired prior to October 1, 1996:

Annual leave or vacation will be granted on the following basis:

- a. After twelve months continuous service two (2) weeks
- b. After two years continuous service, three (3) weeks
- c. After three years continuous service, three (3) weeks and one additional day.

In addition to the regular annual leave or vacation time that an employee has earned, the employee will also earn one "additional" day of vacation time or annual leave for each full calendar year that ~~he/she has~~ they have worked for the Department after completion of three full years. This means that when an employee has completed three full years with the Department, ~~he/she they~~ would be entitled to ~~his/her their~~ vacation of three weeks plus one "additional day". After the third year, the additional vacation days will accrue on a calendar month basis from the employee's date of hire.

* Note: Day denotes 8 hours; a week 40 hours

FULL CALENDAR YEARS OF SERVICE	REGULAR DAYS VACATION (weeks)	ADDITIONAL TOTAL DAYS EARNED	EARNED EACH YEAR
1	2	-	10
2	3	-	15
3	3	1	16
4	3	2	17
5	3	3	18
6	3	4	19
7	3	5	20
8	3	6	21
9	3	7	22
10	3	8	23

Employee reaches maximum vacation of 23 days after 10 years

SECTION 3. Employees hired on or after October 1, 1996:

FULL CALENDAR YEARS OF SERVICE	REGULAR DAYS VACATION (weeks)	ADDITIONAL TOTAL DAYS EARNED	EARNED EACH YEAR
*1	2	2	12
2	2	2	12
3	2	3	13
4	2	3	13
5	3	0	15
6	3	0	15
7	3	0	15
8	3	1	16
9	3	1	16
10	4	0	20

Employee reaches maximum of 20 days after 10 years

*First year is defined as being after completion of probationary period. All subsequent years are based on full calendar years from date of employment

SECTION 4. VACATION SELF FUNDING

Vacation Sell Back will be available to all members for the duration of this agreement.

4.1 The vacation self funding program is available to all employees that accrue vacation time, have the requisite and eligible amount of accrual to fund the program and has not been subject to disciplinary action for a level 4 or 5 offense during the 12 month period preceding the vacation time to be taken off. An employee may utilize this program normally once during a benefit year (fiscal year).

4.2 In order for accrued vacation time to be eligible for sell back it must have been posted to your accrual balance no later than September 30 of the previous fiscal year. Vacation time off must be in full weekly increments.

4.3 A maximum of fifteen (15) days' vacation may be sold back in any fiscal year. Sell back vacation time can be up to 5 days for each week taken as follows:

- a). take one week and sell up to 5 days (up to two times).
- b). take two weeks and sell up to 10 days (once).
- c). if an employee has taken the maximum sell back under Section a). or b). and still has at least a 200-hour balance, then ~~he/she~~ they may sell back an additional five (5) days without having to take additional vacation.
- d). sell back vacation time will be paid at the time vacation starts.
- e). any additional sell back provisions offered to other city employees shall be made available.

SECTION 5. ADDITIONAL BENEFIT

Should any changes be made to the City policy increasing the employees' benefits regarding this section, the members of this bargaining unit shall be entitled to said increases.

ARTICLE 24

EMPLOYEE RIGHTS

SECTION 1. The City agrees to comply with the provisions of Florida Statute, Section 112.532, known as the "Policeman's Bill of Rights" as amended from time to time.

SECTION 2. BLOOD DONORS The Chief of Police shall excuse for two (2) hours of duty, with pay, any employee of their command who volunteers to donate blood. There shall be no limit to the number of times a year an employee may invoke this Section, so long as the donated blood is to his immediate family, City Department, PBA, or in any emergency.

SECTION 3. COMPLAINT REVIEW BOARD The City agrees to comply with the State Statute concerning Complaint Review Boards. The Board will be impaneled upon the request of any aggrieved officer. A complaint review board shall be composed of three members: One member selected by the Chief of Police; one member selected by the aggrieved officer; and a third member to be selected by the other two members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the county. The Complaint Review Board's decision is binding on both parties. The decision of the Complaint Review Board cannot be the subject of a grievance under the grievance and arbitration procedure set forth herein.

SECTION 4. Letters of complaint shall not remain or be inserted into an officer's personnel record unless they have been investigated.

SECTION 5. Employees will be advised of complaints or commendations placed in their file and employees will have the opportunity to sign same. However, if there is a complaint, the subject officer(s) shall have absolutely no contact of any kind with the complainant(s) without the approval of the Chief of Police, except to fulfill the normal scope of police duties.

SECTION 6. Charges against employees leading to disciplinary action shall be specific in nature and shall not be vague.

SECTION 7. The City will process complaints against employees only as they relate to their job duties, performance or their job duties, and violations of laws.

SECTION 8. When possible, complaints against employees will be received in writing and the employee shall be informed of the name of all complainants. If the complaint was anonymous or the Chief of Police is the complainant the officer shall be so advised.

SECTION 9. Complaints against employees will be dated with an investigation started within ten (10) days.

SECTION 10. Investigations of allegations of misconduct shall be completed within 180 days of their initiation as provided for in Chapter 112.532(6).

SECTION 11. Any punitive action necessary against an employee as a result of such investigation will be taken within ten (10) working days of the conclusion of the investigation unless a time extension is mutually agreed upon by the City and the PBA.

SECTION 12. A copy of the determination(s) of findings of an internal investigation that are noted in a report of findings shall be available to the officer who has been under investigation.

SECTION 13. All investigations shall have one of the following conclusions:

- a. Unfounded: The allegation is false or not factual.
- b. Exonerated: The incident occurred, but was lawful and proper.
- c. Not Sustained: Insufficient evidence to either prove or disprove the allegation.
- d. Sustained: The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.

SECTION 14. In the event that misconduct not based on the original complaint is identified in the course of an internal affairs investigation, a new investigation will be started and the officer will be notified of the new investigation.

ARTICLE 25
EDUCATION AND TRAINING

SECTION 1. The City will make every effort that each employee qualified to receive the Police Standards pay supplement shall be afforded the opportunity to receive in-service training to be in accordance with the Florida Police Standards Board.

SECTION 2. Any officer attending St. Petersburg College (Tarpon Springs Campus) and should such class fall while on duty, at the discretion of the Chief of Police, said officer may attend class subject to call in case needed.

SECTION 3. Educational Assistance

It is the policy of the City of Tarpon Springs to develop a better educated and more highly skilled work force by providing educational assistance to its employees in accordance with the guidelines established below.

1. **Eligibility:** The program is only available to permanent employees who have completed one full year of service; have completed their initial probationary period and subject to the availability of funds.

All college or graduate courses taken towards obtaining a degree must be taken from a college or university accredited by the Southern Association for colleges and schools of the South East. Any exception must be approved by the Chief of Police and the Human Resources Department. All courses submitted under this policy must be job related. The initial determination of job relatedness shall rest with the employee's Police Chief and Human Resources Department with final determination by the City Manager or Designee.

Those desiring to participate must seek prior approval by submitting an Educational Assistance Request form to the Human Resources Department through the Police Chief.

2. **Processing:** The Human Resources Department, upon receipt of this request, shall issue written approval/disapproval from the Human Resources Director. The employee is notified of that decision and the request is filed pending completion of the course(s).

Upon completion of the course(s), the employee shall submit receipt(s) of payment and final grade through the Police Chief to the Human Resources Department. The Human Resources Department will then originate a requisition, along with copies of all materials, receipts, etc., to Purchasing for payment.

3. **Reimbursement:** There is a maximum of \$500.00 reimbursement and no limitation of job related courses, per employee, per fiscal year. This \$500.00 limitation will cover tuition, fees, and books and the employee may keep the books.

If at any time during the term of this contract, the City amends *Policy Number 1 Educational Assistance* to increase the maximum reimbursement, such increase will apply to members of the bargaining unit.

The following reimbursement schedule is to be applied:

GRADE/EQUIVALENT EVALUATION RECEIVED	% REIMBURSEMENT
A or B	100%
C	75%
Less than C	0%

For courses that do not use letter grades, but only indicate successful or unsuccessful completion, the reimbursement will be at 100% for successful completion. If the employee is able to submit acceptable evidence as to what the equivalent letter grade to successful completion is, reimbursement will be granted accordingly.

4. If the city increases Educational Assistance benefits during this contract, members will receive this same benefit.

ARTICLE 26
PRIOR BENEFITS

SECTION 1. Any written rule, regulation, policy or procedure in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy or procedure to be compatible with this Agreement.

ARTICLE 27
SAFETY AND HEALTH

SECTION 1. The Chief of Police will make every reasonable effort to provide and maintain safe working conditions. To this end the PBA will cooperate and encourage the employees to work in a safe manner. In addition, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the PBA. Within thirty (30) days of receipt, departmental management shall give a written reply to the employee/PBA. Within thirty (30) days of receipt, departmental management shall give a written reply to the employee/PBA regarding the disposition of their recommendations.

SECTION 2. Employees will be provided with a comprehensive medical examination annually. Participation in the medical examination shall be mandatory and shall remain confidential from the employer. All medical information is protected pursuant to HIPAA and exempt from the public records provisions as provided by law. The City shall not use the annual physical as a fitness for duty evaluation.

SECTION 3. The City and the PBA agree that maintaining a high level of wellness for all employees is a priority. During the life of this agreement, the Department will explore options for implementation of a physical agility test in consultation with the PBA.

ARTICLE 28
SAFE CONDITION OF VEHICLES AND EQUIPMENT

The purpose of this Article is to preclude the use of any vehicle or equipment that is dangerous to the operator or the public.

SECTION 1. For the purpose of this Article, definitions are:

- A. VEHICLE: Such as, but not limited to, motorcycles, scooters, bicycles, automobiles, water craft and trucks.
- B. EQUIPMENT: Such as, but not limited to, weapons, emergency gear, and any mechanical gear or machinery used in the performance of duty.
- C. DEADLINE: Immediate stoppage of use of a vehicle or piece of equipment.

SECTION 2. Employees covered by this Agreement shall not be required to use an unsafe vehicle or piece of equipment except in an emergency situation, and then only after the conditions of Section 3 of this Article have been met.

SECTION 3. Whenever an employee covered by this Agreement determines that a vehicle or other equipment is unsafe and therefore, unfit for service because it is a hazard to himself or to the public, ~~he~~ they shall immediately inform ~~his- their~~ supervisor and complete Part I of the Deadline Form. The unsafe vehicle or other equipment shall not be used until the Supervisor has inspected it and determined whether to deadline it by completing Part II of the Deadline Form. In the event of an emergency and the use of unsafe vehicles or equipment is required, the employee shall advise the radio operator of ~~his- their~~ assignment and of the nature of the unsafe condition.

SECTION 4. If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it should not be driven at all, e.g., inadequate brakes, the vehicle shall be deadlined at the location where it is deemed unsafe. An employee shall not be required to deliver such an unsafe vehicle to a place of repair. However, if the nature of the unsafe condition is such that the vehicle can be driven to a place of repair by the employee, without hazard to himself or to the public, ~~he- they~~ shall do so. The determination will be made by the supervisor.

SECTION 5. No vehicle or piece of equipment deadlined shall be released from deadline until inspected and/or repaired by a Mechanical Division Chief and/or Assistant, who will complete Part III of the Deadline Form.

SECTION 6. If there is a question by an employee as to the safety of a vehicle or a piece of equipment after it has been inspected or repaired, ~~he- they~~ may confer with ~~his- their~~ Supervisor for assistance and appropriate action.

SECTION 7. Completed copies of the Deadline Form, including the Release portion, shall be kept on file in the office of the Fleet Maintenance Supervisor. The file shall be available for inspection by PBA officials at their request.

ARTICLE 29
GROUP INSURANCE

SECTION 1. The Group Health, Dental and Life Insurance for the employee will be paid by the City of Tarpon Springs, and the coverage for dependents will be paid by the employee.

SECTION 2. DISABILITY INSURANCE If the City provides disability insurance to the City employees during the term of the contract, it will also be provided to the Police bargaining unit under the same terms and conditions as the City employees.

Section 3. During the term of this contract, the city will investigate and attempt to improve dependent health care rates and quality of coverage.

ARTICLE 30
PENSION

- 30.1 Employees covered by this Agreement shall be covered by the City's pension plan as set forth in Chapter 2, Article III, Division I, §2-35 of the City of Tarpon Springs Code of Ordinances, as amended.
- 30.2 The definition of "salary" for purposes of calculating pension benefits will be revised to exclude payments for accrued vacation and sick leave, in excess of the number of hours of vacation and sick leave, an employee has accrued as of date of ratification. Upon retirement, the pensionable salary for employees who were employed and in the police pension plan on the ratification date shall include payment for accrued vacation and sick leave up to the number of hours accrued as of the date of ratification, payable based on salary at retirement. The accrued hours are calculated as of the date of ratification and will not be subject to change. For employees hired on or after the ratification date, payouts of accrued vacation and sick leave occurring on or after the date of ratification, shall not be included in pensionable salary.
- 30.3 In accordance with s. 185.35, Florida Statute (2017), the income from the premium tax on the retirement plan for police officers is for the sole and exclusive use of the City's police officers. The City and the Union agree that 100 % of these revenues will be used to fund minimum benefits or other retirement benefits in excess of minimum benefits, to include an increase in the line of duty death benefit, pursuant to those provision of s. 185.35 (a) and (e). Should either party desire to re-open this provision to negotiate terms that deviate from the provisions of s. 185.35 (a) and (e), the desiring party may do so by providing at least fourteen (14) days written notice to the other party of the desire to negotiate different terms.
- 30.4 Either party may reopen the negotiations of any pension issues upon fourteen (14) days written notice to the other party.

ARTICLE 31
GENERAL PROVISIONS

SECTION 1. REIMBURSEMENT FOR LOST OR DAMAGED PERSONAL PROPERTY

An employee may be reimbursed for loss or damage to personal property in the performance of his duty subject to the following restrictions:

- A. Maximum reimbursement for items of personal necessity other than prescription eye-wear or work related equipment shall be limited to seventy five (\$75.00) dollars. Non-prescription eyewear including sunglasses shall be limited to fifty (\$50.00) dollars.
- B. The replacement value for prescription eye-wear or work related equipment shall be limited to two hundred and fifty dollars (\$250.00).
- C. Requests for reimbursement for the loss of, damage of or theft of personal property must be made within 48 hours of the shift in which the loss, damage or theft occurs.
- D. Reimbursement for lost, damaged or stolen personal property must be approved by the Chief of Police.

SECTION 2. DEPARTMENTAL PERSONNEL RECORDS

Employees covered by this Agreement shall have the right to inspect and pay for copies of their own departmental personnel record, said copies to be made by the police Department's record, said copies to be made by the police Department's clerical staff. Employees shall be given an opportunity to respond to any item that appears in their Departmental Personnel Record that is considered by the employee to be detrimental to his service in the department.

SECTION 3. REFUTATION

The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

SECTION 4. FUNERAL LEAVE

Where there is a death in an employee's immediate family, namely, a father or mother, stepfather or stepmother, foster father or foster mother, father-in-law or mother-in-law, brother-in-law or sister-in-law, grandfather, grandmother or grandchild, brother or sister, stepbrother or stepsister, husband or wife, child, stepchild, or any relative by blood or marriage living in the same establishment as the employee, the employee affected shall be allowed time off, with pay, not to exceed three (3) days. The time paid for shall be limited to lost, scheduled work time up to and including the day following the funeral. In the event that unusual circumstances should necessitate an absence longer than three (3) days to accomplish the purpose for which this section is designed, the Chief of Police may authorize sick leave or vacation not to exceed two (2) additional days. The city will consider the addition of aunts, uncles, nieces and nephews to the city funeral leave policy. If this policy changes, all employees covered by this agreement will receive this benefit.

SECTION 5. EQUIPMENT

The department supplies the entire uniform and replenishes it as needed. The weapon and all uniform gear are also provided. A bullet proof vest will be provided for each sworn officer and must be worn at all times while in uniform.

SECTION 6. DRUG FREE WORK PLACE

The parties agree that the City has in place a “Drug Free Workplace” program under the Florida Workers Compensation Act and that the City may unilaterally update such program as it may deem necessary to include conformance to the changes in the law.

SECTION 7. RETIREMENT PROVISION

The Tarpon Springs Police Department will provide an officer that retires with twenty years or more, continuous service in good standing, one complete uniform including the badge worn by that officer, the officer’s service handgun (with gun lock and key), and an identification card clearly marked retired and badge case. The eligible officer must provide written request to the Chief of Police for the aforementioned equipment.

An officer that retires with no less than ten (10) years of continuous service in good standing shall be eligible to receive the badge worn by that officer, an identification card clearly marked retired and a badge case.

ARTICLE 32
INDEMNIFICATION

SECTION 1. Pursuant to city ordinances, the City of Tarpon Springs shall indemnify all police officers and sergeants acting within the scope of their employment.

SECTION 2. The City will not object to the PBA joining in any suit filed on behalf of the members arising from suits covered in Section 1.

SECTION 3. The officer agrees to cooperate fully with the City's attorney, if the City undertakes the defense of said officer. The City will request the insurance carrier's attorney defending the City to send copies of all correspondence.

ARTICLE 33
REDUCTION-IN-FORCE

SECTION 1. LAY-OFF Whenever it becomes necessary, to reduce the number of employees in the Police Department, the Chief of Police shall report such reduction to the PBA in writing. The officers laid off shall be those who at the time of the lay-off are actually employed in the Classified Service, and

- A. Who had been in the service of the City by actual employment the least total time before such date. Provided that no service shall be included prior to a period of absence from service that exceeds one year.
- B. ~~Who-i~~ In the event that two or more employees affected have the exact same amount of service in the classification, the employee with the highest efficiency, as determined by the Chief of Police, will be deemed to be the senior employee.
- C. However, in lieu of lay-off, the Chief of Police with the approval of the Board of Commissioners of the City may order a reduction in the hours of employment for the employees in such department.

SECTION 2. In the event of a reduction in the number of members in any grade, the members shall be retained in that grade according to seniority, and those members thus being forced back to a lower grade or class, will thereafter receive the pay of said lower grade or class, and in the event the grade or class is again increased, shall be first to succeed to said old grade or class according to seniority, without further examination or probationary period, and in the event a reduction in said force or any grade thereof causes a member of the lowest grade of said force to go into inactive duty, said member or members on inactive duty shall not receive any pay, but said inactive member shall not lose his seniority, provided he remains inactive for a period not exceeding one year, and enters on said active duty within ten days after notice has been given him by the City that a position is open.

SECTION 3. REINSTATEMENT

- A. Any employee in the classified service laid off under "lay-off" of this Article may be reinstated without examination except physical examination, in a vacant position in the same class and of the same title within one year from the date of such separation.
- B. The names of such persons shall be entered upon a list in the order in which laid off and shall remain there for a period of one year and shall be certified in preference to names from the eligible register, the persons having been laid off first to be reinstated.
- C. Employees laid off in the Police Department shall have the preference only for vacancies in the bargaining unit for a period of one year if qualified.
- D. Employees laid off in the Police Department in which original appointment is dependent in part upon a physical examination, shall if required by the City, pass a new physical examination.

SECTION 4. A seniority list shall be certified by the City of all members of the bargaining unit and post same on the PBA bulletin board. Such list shall be considered correct unless written objection is raised.

SECTION 5. All sections of this Article are subject to Rules and Regulations of Florida Department of Labor and Employment Security, the Florida Police Standards Commission, and the Pinellas Police Standards Board. These regulations set by State statute will take precedence over these writings, if applicable.

ARTICLE 34
TRAVEL REIMBURSEMENT PROCEDURES

SECTION 1. For travel in the immediate area, with return the same day, e.g., appearances in court or attendance at a meeting or seminar, members shall make the necessary arrangements and submit your requests for reimbursement accordingly.

SECTION 2. For trips of greater distance (where air travel may be necessary) or of longer duration, i.e., more than one (1) day, members shall verify plans with the City Manager through the Chief of Police as to dates of travel, cost, place, purpose.

SECTION 3. REIMBURSEMENTS Reimbursements shall be consistent and identical to the policy set forth for the City of Tarpon Springs' city employees or the U.S. General Services Administration (GSA)/Internal Revenue Service (IRS) provisions, whichever is greater.

SECTION 4. Advanced funds may be requested, as required.

SECTION 5. Maximum use of city transportation will be made.

ARTICLE 35
OPEN

ARTICLE 36
SAVINGS CLAUSE

SECTION 1. If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

SECTION 2. In the event of invalidation of any Article or Section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 37
ENTIRE AGREEMENT

SECTION 1. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity, are set forth in this Agreement.

SECTION 2. AMENDMENTS

This Agreement may be amended at any time by the mutual written agreement of both parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 38

LIGHT DUTY

SECTION 1. IMPAIRED OFFICER

The police department shall allow injured police officers the opportunity of working limited light duty for a period of ninety calendar (90) days. Light duty shall be available for on duty injuries only. However, light duty may be available for off duty injuries at the discretion of the Police Chief. On duty injuries take precedent over off-duty injuries, regardless of which injury occurs first.

At the end of ninety (90) calendar days if additional recuperation/light duty time is required, the Chief of Police and Human Resources Director will review each case and make a determination on extending the ninety (90) calendar day time frame.

SECTION 2. IMPAIRMENT OF MORE THAN NINETY (90) CALENDAR DAYS

Once the initial or extended recuperative/light duty period has expired and the impaired officer is not able to return to the performance of the full duties of ~~his/her~~ their classification, they will be placed by the City into a classification consistent with the employee's qualifications and medical limitations.

This placement to an existing authorized vacancy should be accomplished within thirty (30) calendar days after the expiration of the recuperative/light duty period as defined above unless a determination of permanency is made earlier. Reasonable effort will be made to place the employee in a lateral job that is consistent with the employee's qualifications and medical limitations.

ARTICLE 39
DURATION AND TERM OF AGREEMENT

SECTION 1. This Agreement supersedes all prior Agreements and any and all written or oral understandings regardless of their nature between the City and the PBA.

SECTION 2. This Agreement shall be effective as of October 1, ~~2020~~ 2023 and shall remain in full force and effect until its expiration date, September 30, ~~2023~~ 2026. This Agreement shall continue in effect thereafter unless amended or terminated in the manner hereinafter provided. Either party desiring to amend or terminate this Agreement, shall notify the other party in writing at least seventy-five (75) days, but not more than ninety (90) days prior to September 30, of each contract year. However, either party may notify the other party in writing prior to the previously mentioned "window period" but not earlier than March 1, of each contract year. In the event of early notification, the party so notified shall make a good faith effort to commence with negotiations within twenty (20) calendar days, unless reasonable cause can be shown to the requesting party.

The attached Agreement between the City of Tarpon Springs, Florida, and the Sun Coast Police Benevolent Association, was ratified by the Board of City Commissioners on the ____ day of _____, ~~2020~~ 2023.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on this ____st day of _____, ~~2020~~ 2023.

CITY OF TARPON SPRINGS

SUN COAST POLICE
BENEVOLENT ASSOCIATION, INC.

BY: _____
CITY MANAGER
Mark G. LeCouris

BY: _____
~~EXECUTIVE DIRECTOR~~
~~Sasha Lohn, Esq. Christopher Lemmon~~

ATTEST:

APPROVED AS TO FORM:

Irene S. Jacobs
City Clerk & Collector

Erin G. Jackson, Esq.
Johnson Jackson LLC

APPENDIX 1

PERFORMANCE EVALUATIONS

POLICY STATEMENT

It is the policy of the City of Tarpon Springs to periodically and regularly evaluate the performance of its employees. This is to be done in an orderly, systematic and documented manner. The evaluation process is to allow a free flow of information between the supervisor and employee and should constructively cover both positive and negative aspects of the employees' performance.

I. FORMAT OF PERFORMANCE EVALUATION

The performance evaluation shall be made on a standard form approved by the City Manager, which provides for the signature of the employee as evidence that he has been informed of his rating and has had an opportunity to discuss it with the supervisor. The standard form provides a uniform and consistent method of evaluating employee performance related to the assigned duties and responsibilities of the employee.

A brief description of each performance area is included in the standard form. These definitions are not all inclusive, but deliberately general in nature. Supervisors are encouraged to use extra paper when additional space for comments, is needed, etc.

II. STANDARDS OF PERFORMANCE AND EVALUATION JUDGMENT

A. The performance evaluation shall represent the best judgment of the supervisor with approval by the Department Head. The evaluation is to document a profile of the employee's performance.

B. In the absence of a formally defined quantitative standard for any pertinent performance area, the performance for that area shall be measured against what the supervisor believes to be a reasonable standard for the job and the particular situation.

C. Both the employee and the supervisor should recognize that, although the employee's job product is primarily determined by the quantity and quality of work produced, inadequate performance in any applicable performance area could seriously impair the efficiency of other employees.

D. The supervisor should avoid:

1. Basing the evaluation on recent behavior instead of the whole rating period.
2. Allowing irrelevant factors to influence the evaluation.
3. Failing to include unfavorable comments even though justified.
4. Rating all subordinates on the same level.
5. Relying on memory.

E. Supervisors shall discuss the evaluation with the employee, covering both the employee's accomplishments and shortcomings, so that positive aspects of the employee's performance are reinforced and less than satisfactory performance is emphasized for improvement. At the time of discussion with the supervisor, the employee shall be given the opportunity to examine the performance evaluation and attach written comments if the employee disagrees with rating.

III. WORKSHEET DOCUMENTATION

A. Department Heads and supervisors are encouraged to keep worksheet documentation of significant events concerning the job performance of individuals under their supervision. These worksheet documentations can be essential in assessing performance and providing uniform treatment of all employees because they enable the rating supervisor to evaluate the job performance of the employee on the basis of written information compiled between appraisals rather than having to rely on memory. The Worksheet Form is designed so that documentation will be made in a chronological and specific manner. To ensure that all supervisors approach Work Sheet documentation in a consistent and positive manner, the following guidelines and suggestions have been developed and are outlined below.

B. It should be remembered that Work Sheet documentation is used for a variety of reasons including but not limited to:

1. Job Performance. Recognition of job performance will certainly affect an employee's morale. Generally, employees desire to do a good job and reviewing good performance will serve to reinforce such performance while discussing weaknesses will allow the employee to correct deficiencies. Written documentation that is positive, when reviewed with an employee, should result in a positive attitude toward the job.
2. Accountability. Policies and procedures, which are reviewed with the employee and documented on Work Sheets, assure supervisors that the employee has been informed and should understand the material that has been reviewed.
3. Discipline. Contacts made with the employee concerning disciplinary action should be completely documented on Work Sheets. Should the disciplinary action administered by management become subject to the grievance procedures, accurate Work Sheet documentation is essential.
4. Periodic Review of Employee Performance. Work Sheets should support an employee's evaluation by reflecting what the employee's performance has been for a review period.

C. Work Sheet Forms entries should either be made in ink or typewritten. Starting with the review period at the top of the Work Sheet, the From date should be the date of the first entry on the Work Sheet, and the To date should be the date of the last entry on the Work Sheet. Enter the employee's last name, first name, and middle initial along with the classification of the employee. If the employee's classification should change, then a new Work Sheet should be started. Each entry should be dated (indicate the date that the entry is made) and signed by the supervisor making the entry. When the entry is made, mark the block or blocks that best describe the entry. If none of the blocks are appropriate, then mark Other. After completing the entry and reviewing it with the employee, enter the date reviewed with the employee in the space provided following the entry. Encourage the employee to sign or initial the entry; however, it is not required. Should the employee elect not to sign or initial the Work Sheet entry, note on the Work Sheet "Employee elected not to sign" and record the date that the entry is reviewed with the employee.

D. The following guidelines should be applied when making Work Sheet entries:

1. All entries should be timely and accurate. Make sure that you thoroughly record the incident, whether it is good or bad, exactly as it happened---do not exaggerate. Do not delay making an entry, since such a delay could result in the entry not being recorded as it actually happened. In essence, the entry should be recorded while the incident is still fresh in your mind.
2. Make entries as legible as possible. Remember, other people may have the need to read your documentation and unless it is legible, it could be worthless. Work Sheet entries must not be made in pencil. Black or blue ink should be used.
3. Date and sign the entry. Each entry must be dated and signed, not merely initialed, by the supervisor making the entry. If documentation were to be used for any subsequent evaluation, it is essential that the day the incident occurred and the supervisor who observed it are noted on the Work Sheet.

4. Review the entry with the employee. If entries are not reviewed with the employee, appropriate action that should be taken by the employee may not be clearly understood. Remember, prior to covering the entry with the employee, ask yourself the question “Is the entry an accurate reflection of the employee’s conduct/work performance?”
5. It is recommended that Work Sheet entries be made at least once a quarter and on an “as required” basis throughout the year. Entries in multiple categories should be made throughout the review period. This will ensure that sufficient entries are made throughout the year to assist in administering the periodic review of employee’s performance properly and also so that the employee has a good understanding of their performance.
6. Work Sheet documentation should be specific and generalization should be avoided. Documentation should include WHO, WHAT, WHEN, WHERE, and WHY. The data should be objective (personal opinions should be clearly noted as such and should be separate from the factual).
7. Work Sheets are a permanent part of the employee’s local personnel file and should never be removed or destroyed. Work Sheets must be attached to the employee’s annual evaluation.

IV. RATINGS

The following ratings will be employed when evaluating employee performance:

SATISFACTORY: The employee meets your expectations of acceptable job performance. They have no notable weaknesses. An employee with this rating will receive a salary adjustment determined by Article 12 of this agreement.

SATISFACTORY, WITH IMPROVEMENT NEEDED: The employee’s performance is marginally acceptable to a varying degree depending on the number of performance areas where improvement is needed. This performance rating is for employees that have one or more performance areas where improvement is needed, but not to the extent that their performance is unsatisfactory overall. The supervisor is to explain the weaknesses and the corrective action required in the “comments” section of the evaluation form.

An employee’s annual salary adjustment in this category will be determined by reducing the increase outlined in Article 12 of this agreement by one percent for each performance area needing improvement. For example, if one performance area needs improvement, the employee’s salary percentage increase will be reduced by one percent. If two performance areas need improvement, the salary increase is then reduced by two percent. In order to justify this rating, the supervisor must have documented any performance weaknesses or deficiencies that are observed during the year which have not been corrected. This documentation can be based on any verbal or written comments or cautions to the employee noting weak performance.

A copy of any written comments or cautions to the employee should be sent to the Human Resources Department for placing in the employee’s record. If believed to be warranted by the supervisor, a written record of any verbal comments or cautions should also be made available and forwarded to the Human Resources Director. A written record of these verbal communications could be as simple as one or two sentence-handwritten notes. This demonstrates that the employee was cautioned prior to the annual evaluation. These comments are public information and an employee may review these comments at anytime. See “Attachment 1” for action required. This does not apply to Charter exempt employees.

UNSATISFACTORY: The employee’s performance is unacceptable. This could be based on severe deficiencies in as few as one or two performance areas, or milder deficiencies in numerous performance areas where the overall employee’s performance is unsatisfactory. The employee in this category will not receive a salary increase. The supervisor must explain the deficiencies and the corrective action required in the “comments” section of the evaluation form. See “Attachment 1” for action required. Written documentation of any observations of performance weaknesses or deficiencies is necessary. However, these must be based only on written comments or cautions to the employee during the year noting poor performance. Verbal comments alone do not demonstrate sufficient concern by the supervisor to justify this annual performance rating.

V. INEFFICIENT EMPLOYEES

Failure of an employee to perform their duties satisfactorily is sufficient grounds for appropriate levels of disciplinary action including demotion, suspension or dismissal.

Employees in this situation are referred to the Personnel Manual and in particular to Rule 18, Section 2, “Guidelines For Disciplinary Action”.

ATTACHMENT 1
PLAN OF CORRECTIVE ACTION

A personnel corrective action plan (outlined below) must be developed within 30 days of the date that the employee reviews the evaluation.

An employee receiving a rating of “Unsatisfactory” or “Satisfactory, with Improvement Needed” on their performance evaluation will be subject to the following:

1. The supervisor and the employee must develop a Plan of Corrective action addressing the area of deficiency and the steps to correct it.
2. A reasonable time for correction of the deficiency must be stipulated and that time will determine the re-evaluation period, normally not to exceed six (6) months.
3. If the deficiency has been corrected within the re-evaluation period, the employee’s salary will be adjusted to the annual rate that would have been in effect, had there been no such deficiency. Said salary adjustment will be effective six (6) months following the implementation date of the reduced salary. (e.g. April 1st following an October 1st fiscal year salary adjustment)
4. Failure to remedy the deficiency within the stipulated time may lead to disciplinary action.

APPENDIX 2

SALARY SCHEDULE

FISCAL YEAR 2024, 2025 and 2026

FY 24 Officers = 12.5% Increase - all steps 2.5% - number of steps reduced from Entry + 17 to 16

FY 24 Sergeants = 12.5% Increase - all steps 2.5% - number of steps reduces from Entry + 10 to 8

FY 25 = 5% Increase

FY 26 = 5% Increase

POLICE OFFICER				FISCAL YEAR 2024 PAY PLAN				FISCAL YEAR 2025 PAY PLAN			FISCAL YEAR 2026 PAY PLAN		
FY 2023		2080 Hours	2184 Hours	12.5% Increase		2080 Hours	2184 Hours	5% Increase	2080 Hours	2184 Hours	5% Increase	2080 Hours	2184 Hours
POLICE OFFICER STEP	FY 23 HOURLY BASE SALARY	ANNUAL PAY FY 23	ANNUAL PAY FY 23	NEW STEP NUMBER	ADJUSTED HOURLY RATE	ANNUAL BASE SALARY 8 HR	ANNUAL BASE SALARY 12 HR	ADJUSTED HOURLY RATE	ANNUAL BASE SALARY 8 HR	ANNUAL BASE SALARY 12 HR	ADJUSTED HOURLY RATE	ANNUAL BASE SALARY 8 HR	ANNUAL BASE SALARY 12 HR
ENTRY	\$25.8281	\$53,722.45	\$56,408.57	1	\$29.0566	\$60,437.73	\$63,459.61	\$30.5094	\$63,459.55	\$66,632.53	\$32.0349	\$66,632.59	\$69,964.22
1	\$26.4739	\$55,065.71	\$57,819.00	2	\$29.7831	\$61,948.85	\$65,046.29	\$31.2723	\$65,046.38	\$68,298.70	\$32.8359	\$68,298.67	\$71,713.61
2	\$27.1356	\$56,442.05	\$59,264.15	3	\$30.5276	\$63,497.41	\$66,672.28	\$32.0540	\$66,672.32	\$70,005.94	\$33.6567	\$70,005.94	\$73,506.23
3	\$27.8141	\$57,853.33	\$60,745.99	4	\$31.2909	\$65,085.07	\$68,339.33	\$32.8554	\$68,339.23	\$71,756.19	\$34.4982	\$71,756.26	\$75,344.07
4	\$28.5095	\$59,299.76	\$62,264.75	5	\$32.0732	\$66,712.26	\$70,047.87	\$33.6769	\$70,047.95	\$73,550.35	\$35.3607	\$73,550.26	\$77,227.77
5	\$29.2221	\$60,781.97	\$63,821.07	6	\$32.8749	\$68,379.79	\$71,798.78	\$34.5186	\$71,798.69	\$75,388.62	\$36.2445	\$75,388.56	\$79,157.95
6	\$29.9528	\$62,301.82	\$65,416.92	7	\$33.6969	\$70,089.55	\$73,594.03	\$35.3817	\$73,593.94	\$77,273.63	\$37.1508	\$77,273.66	\$81,137.35
7	\$30.7016	\$63,859.33	\$67,052.29	8	\$34.5393	\$71,841.74	\$75,433.83	\$36.2663	\$75,433.90	\$79,205.60	\$38.0796	\$79,205.57	\$83,165.85
8	\$31.4692	\$65,455.94	\$68,728.73	9	\$35.4029	\$73,638.03	\$77,319.93	\$37.1730	\$77,319.84	\$81,185.83	\$39.0317	\$81,185.94	\$85,245.23
9	\$32.2559	\$67,092.27	\$70,446.89	10	\$36.2879	\$75,478.83	\$79,252.77	\$38.1023	\$79,252.78	\$83,215.42	\$40.0074	\$83,215.39	\$87,376.16
10	\$33.0623	\$68,769.58	\$72,208.06	11	\$37.1951	\$77,365.81	\$81,234.10	\$39.0549	\$81,234.19	\$85,295.90	\$41.0076	\$85,295.81	\$89,560.60
11	\$33.8889	\$70,488.91	\$74,013.36	12	\$38.1250	\$79,300.00	\$83,265.00	\$40.0313	\$83,265.10	\$87,428.36	\$42.0329	\$87,428.43	\$91,799.85
12	\$34.7360	\$72,250.88	\$75,863.42	13	\$39.0780	\$81,282.24	\$85,346.35	\$41.0319	\$85,346.35	\$89,613.67	\$43.0835	\$89,613.68	\$94,094.36
13	\$35.6044	\$74,057.15	\$77,760.01	14	\$40.0550	\$83,314.40	\$87,480.12	\$42.0578	\$87,480.22	\$91,854.24	\$44.1607	\$91,854.26	\$96,446.97
14	\$36.4944	\$75,908.35	\$79,703.77	15	\$41.0562	\$85,396.90	\$89,666.74	\$43.1090	\$89,666.72	\$94,150.06	\$45.2645	\$94,150.16	\$98,857.67
15	\$37.4069	\$77,806.35	\$81,696.67	16	\$42.0828	\$87,532.22	\$91,908.84	\$44.1869	\$91,908.75	\$96,504.19	\$46.3962	\$96,504.10	\$101,329.30
16	\$38.3420	\$79,751.36	\$83,738.93										
17	\$39.3006	\$81,745.25	\$85,832.51										
18													
19													
20													
SERGEANT													
2080 Hours		2184 Hours			12.5% Increase	2080 Hours	2184 Hours	5% Increase	2080 Hours	2184 Hours	5% Increase	2080 Hours	2184 Hours
SERGEANT STEP	FY 23 HOURLY BASE SALARY	ANNUAL PAY FY 23	ANNUAL PAY FY 23	NEW STEP NUMBER	ADJUSTED HOURLY RATE	ANNUAL BASE SALARY 8 HR	ANNUAL BASE SALARY 12 HR	ADJUSTED HOURLY RATE	ANNUAL BASE SALARY 8 HR	ANNUAL BASE SALARY 12 HR	ADJUSTED HOURLY RATE	ANNUAL BASE SALARY 8 HR	ANNUAL BASE SALARY 12 HR
ENTRY	\$39.3162	\$81,777.70	\$85,866.58	1	\$44.2307	\$91,999.86	\$96,599.85	\$46.4422	\$96,599.78	\$101,429.76	\$48.7643	\$101,429.74	\$106,501.23
1	\$40.2991	\$83,822.13	\$88,013.23	2	\$45.3365	\$94,299.92	\$99,014.92	\$47.6033	\$99,014.86	\$103,965.61	\$49.9835	\$103,965.68	\$109,163.96
2	\$41.3066	\$85,917.73	\$90,213.61	3	\$46.4699	\$96,657.39	\$101,490.26	\$48.7934	\$101,490.27	\$106,564.79	\$51.2331	\$106,564.85	\$111,893.09
3	\$42.3393	\$88,065.74	\$92,469.03	4	\$47.6317	\$99,073.94	\$104,027.63	\$50.0133	\$104,027.66	\$109,229.12	\$52.5140	\$109,229.12	\$114,690.58
4	\$43.3978	\$90,267.42	\$94,780.80	5	\$48.8225	\$101,550.80	\$106,628.34	\$51.2636	\$106,628.29	\$111,959.70	\$53.8268	\$111,959.74	\$117,557.73
5	\$44.4827	\$92,524.02	\$97,150.22	6	\$50.0430	\$104,089.44	\$109,293.91	\$52.5452	\$109,294.02	\$114,758.72	\$55.1725	\$114,758.80	\$120,496.74
6	\$45.5948	\$94,837.18	\$99,579.04	7	\$51.2942	\$106,691.94	\$112,026.53	\$53.8589	\$112,026.51	\$117,627.84	\$56.5518	\$117,627.74	\$123,509.13
7	\$46.7347	\$97,208.18	\$102,068.58	8	\$52.5765	\$109,359.12	\$114,827.08	\$55.2053	\$114,827.02	\$120,568.38	\$57.9656	\$120,568.45	\$126,596.87
8	\$47.9030	\$99,638.24	\$104,620.15										
9	\$49.1007	\$102,129.46	\$107,235.93										
10	\$50.3282	\$104,682.66	\$109,916.79										

CURRENT FISCAL YEAR 2023				FISCAL YEAR 2024			FISCAL YEAR 2025				FISCAL YEAR 2026				3 YR INCREASE	
Officer	Position	Step	Salary	New Step #	FY 2024	FY 2024 INC %	GW1 5.0%	Step 2.5%	FY 2025	FY 2025 INC %	GW1 5.0%	Step	FY 2026	FY 2026 INC %	FY 24-26	
Vacant	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Vacant	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Vacant	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Vacant	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Vacant	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Berner, Blake	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Briseno, Nathaniel	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Moreno, Luis	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Rybenski, Adam	OFFICER	E	\$25.8281	1	\$29.0566	12.50%	\$30.5094	2	\$31.2723	7.6255%	\$32.8359	3	\$33.6567	7.6246%	30.3104%	
Insalaco, Kaili	OFFICER	1	\$26.4739	2	\$29.7831	12.50%	\$31.2723	3	\$32.0540	7.6248%	\$34.4045	4	\$34.4982	7.6253%	30.3102%	
Johnson, Ambere	OFFICER	3	\$27.8141	4	\$31.2909	12.50%	\$32.8554	5	\$33.6769	7.6252%	\$35.3607	6	\$36.2445	7.6242%	30.3098%	
Reyes, Mario	OFFICER	3	\$27.8141	4	\$31.2909	12.50%	\$32.8554	5	\$33.6769	7.6252%	\$35.3607	6	\$36.2445	7.6242%	30.3098%	
Brown, Jeffrey	OFFICER	4	\$28.5095	5	\$32.0732	12.50%	\$33.6769	6	\$34.5186	7.6244%	\$36.2445	7	\$37.1508	7.6255%	30.3102%	
Faugno, Scott	OFFICER	4	\$28.5095	5	\$32.0732	12.50%	\$33.6769	6	\$34.5186	7.6244%	\$36.2445	7	\$37.1508	7.6255%	30.3102%	
Smith, Kevin	OFFICER	4	\$28.5095	5	\$32.0732	12.50%	\$33.6769	6	\$34.5186	7.6244%	\$36.2445	7	\$37.1508	7.6255%	30.3102%	
Craig, Christine	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
Gibson, Stephen	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
Halabi, Jamil	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
Hazime, Sabrina	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
Miller, Jacob	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
O'Neill, Kevin	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
Rose, Brittney	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
Wood, Nicholas	OFFICER	6	\$29.9528	7	\$33.6969	12.50%	\$35.3817	8	\$36.2663	7.6250%	\$38.0796	9	\$39.0317	7.6253%	30.3107%	
Palmer, LeeAnn	OFFICER	7	\$30.7016	8	\$34.5393	12.50%	\$36.2663	9	\$37.1730	7.6252%	\$39.0317	10	\$40.0074	7.6249%	30.3105%	
Sparks, Joshua	OFFICER	7	\$30.7016	8	\$34.5393	12.50%	\$36.2663	9	\$37.1730	7.6252%	\$39.0317	10	\$40.0074	7.6249%	30.3105%	
Trinidad, Michael	OFFICER	7	\$30.7016	8	\$34.5393	12.50%	\$36.2663	9	\$37.1730	7.6252%	\$39.0317	10	\$40.0074	7.6249%	30.3105%	
Patton, Kevin	OFFICER	8	\$31.4692	9	\$35.4029	12.50%	\$37.1730	10	\$38.1023	7.6248%	\$40.0074	11	\$41.0076	7.6250%	30.3103%	
Gomez, Robert	OFFICER	9	\$32.2559	10	\$36.2879	12.50%	\$38.1023	11	\$39.0549	7.6251%	\$41.0076	12	\$42.0329	7.6252%	30.3107%	
Scarpati, Lara	OFFICER	9	\$32.2559	10	\$36.2879	12.50%	\$38.1023	11	\$39.0549	7.6251%	\$41.0076	12	\$42.0329	7.6252%	30.3107%	
Schmidt, Damien	OFFICER	9	\$32.2559	10	\$36.2879	12.50%	\$38.1023	11	\$39.0549	7.6251%	\$41.0076	12	\$42.0329	7.6252%	30.3107%	
Smith, Justin	OFFICER	10	\$33.0623	11	\$37.1951	12.50%	\$39.0549	12	\$40.0313	7.6252%	\$42.0329	13	\$43.0835	7.6245%	30.3101%	
Thiel, Ryan	OFFICER	10	\$33.0623	11	\$37.1951	12.50%	\$39.0549	12	\$40.0313	7.6252%	\$42.0329	13	\$43.0835	7.6245%	30.3101%	
MacIsaac, Scott	OFFICER	11	\$33.8889	12	\$38.1250	12.50%	\$40.0313	13	\$41.0319	7.6247%	\$43.0835	14	\$44.1607	7.6253%	30.3102%	
Rondos, Robert	OFFICER	11	\$33.8889	12	\$38.1250	12.50%	\$40.0313	13	\$41.0319	7.6247%	\$43.0835	14	\$44.1607	7.6253%	30.3102%	
Boone, Anthony	OFFICER	12	\$34.7360	13	\$39.0780	12.50%	\$41.0319	14	\$42.0578	7.6253%	\$44.1607	15	\$45.2645	7.6245%	30.3101%	
Melton, Paul	OFFICER	12	\$34.7360	13	\$39.0780	12.50%	\$41.0319	14	\$42.0578	7.6253%	\$44.1607	15	\$45.2645	7.6245%	30.3101%	
Sapino, Mark	OFFICER	12	\$34.7360	13	\$39.0780	12.50%	\$41.0319	14	\$42.0578	7.6253%	\$44.1607	15	\$45.2645	7.6245%	30.3101%	
Diebel, John	OFFICER	13	\$35.6044	14	\$40.0550	12.50%	\$42.0578	15	\$43.1090	7.6245%	\$45.2645	16	\$46.3962	7.6253%	30.3103%	
Bird, Larry	OFFICER	15	\$37.4069	16	\$42.0828	12.50%	\$44.1869	16	\$44.1869	4.9999%	\$46.3962	16	\$46.3962	4.9999%	24.0311%	
Nguyen, Tommy	OFFICER	15	\$37.4069	16	\$42.0828	12.50%	\$44.1869	16	\$44.1869	4.9999%	\$46.3962	16	\$46.3962	4.9999%	24.0311%	
Volker, William	OFFICER	15	\$37.4069	16	\$42.0828	12.50%	\$44.1869	16	\$44.1869	4.9999%	\$46.3962	16	\$46.3962	4.9999%	24.0311%	
Gassen, Steve	OFFICER	17	\$39.3006	16	\$42.0828	7.08%	\$44.1869	16	\$44.1869	4.9999%	\$46.3962	16	\$46.3962	4.9999%	18.0547%	
Geer, Matthew	OFFICER	17	\$39.3006	16	\$42.0828	7.08%	\$44.1869	16	\$44.1869	4.9999%	\$46.3962	16	\$46.3962	4.9999%	18.0547%	
Walguarnery, Kris	OFFICER	17	\$39.3006	16	\$42.0828	7.08%	\$44.1869	16	\$44.1869	4.9999%	\$46.3962	16	\$46.3962	4.9999%	18.0547%	
Warwick, Andrew	OFFICER	17	\$39.3006	16	\$42.0828	7.08%	\$44.1869	16	\$44.1869	4.9999%	\$46.3962	16	\$46.3962	4.9999%	18.0547%	
Sergeant																
Gibson, John	SERGEANT	E	\$39.3162	1	\$44.2307	12.50%	\$46.4422	2	\$47.6033	7.6250%	\$49.9835	3	\$51.2331	7.6251%	30.3104%	
Anderson, Derek	SERGEANT	3	\$42.3393	4	\$47.6317	12.50%	\$50.0133	5	\$51.2636	7.6250%	\$53.8268	6	\$55.1725	7.6251%	30.3104%	
Spatz, John	SERGEANT	3	\$42.3393	4	\$47.6317	12.50%	\$50.0133	5	\$51.2636	7.6250%	\$53.8268	6	\$55.1725	7.6251%	30.3104%	
Crawford, Jeffrey	SERGEANT	6	\$45.5948	7	\$51.2942	12.50%	\$53.8589	8	\$55.2053	7.6248%	\$57.9656	8	\$57.9656	5.0001%	27.1320%	
Mathis, Taurean	SERGEANT	6	\$45.5948	7	\$51.2942	12.50%	\$53.8589	8	\$55.2053	7.6248%	\$57.9656	8	\$57.9656	5.0001%	27.1320%	
Osarczuk, Scott	SERGEANT	8	\$47.9030	8	\$52.5765	9.76%	\$55.2053	8	\$55.2053	5.0000%	\$57.9656	8	\$57.9656	5.0001%	21.0062%	
Miller, Edward	SERGEANT	10	\$50.3282	8	\$52.5765	4.47%	\$55.2053	8	\$55.2053	5.0000%	\$57.9656	8	\$57.9656	5.0001%	15.1752%	
Total Annual (2184 hrs)			\$3,749,056.80		\$	4,187,378.61			\$	4,483,750.91			\$	4,795,242.82		Increase over Contract
					% Cost FY24	11.69%			% Cost FY25	7.08%			% Cost FY26	6.95%		27.91%
					\$ Cost FY 24	\$	438,321.81		\$ Cost FY25	\$	296,372.29		\$ Cost FY26	\$	311,491.91	

APPENDIX 3
K-9 OFFICER MEMORANDUM OF UNDERSTANDING



TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

TARPON SPRINGS POLICE DEPARTMENT

K-9 OFFICER AGREEMENT

MEMORANDUM OF UNDERSTANDING

K-9 Officers perform work related to the care of the Tarpon Spring Police Department ("TSPD") K-9s. The City of Tarpon Springs ("City") recognizes that this time is compensable under the current provisions of the Fair Labor Standards Act and will be paid in accordance with the provisions of this agreement. The City and the Sun Coast Police Benevolent Association ("PBA") agree to the following:

1. An average of seven (7) hours per week is spent on duties related to the care of the K-9 in order to maintain healthy and well-behaved dogs. These seven hours are to be worked during regularly scheduled work hours when possible and will be paid at the K-9 Officer's regular rate of pay. K-9 Officers will not exceed seven hours in one week for the care of the K-9 unless exigent circumstances indicate a need and only upon the approval of a supervisor. TSPD, in its sole discretion, will determine whether time spent in excess of seven hours per week is necessary. Approved time spent for the care of the K-9 that causes the K-9 Officer to exceed the hours of their regular workweek, as defined and calculated by the 2020-2023 Agreement between the City and the PBA (the "Agreement"), at Article 16, Sections 2 and 11, will be paid at the K-9 Officer's overtime rate, as defined and calculated by the Agreement at Article 16, Sections 2-3, 11.
2. TSPD will provide the food for each K-9. Food will be delivered to TSPD [monthly?]. The K-9 Officer is responsible for picking up from TSPD the food required for the K-9 in their care.
3. TSPD will provide a maximum allowance of Three Hundred and Fifty dollars (\$350.00) per annum to each K-9 assigned to an Officer, to be used for the reimbursement of costs, including but not limited to routine annual health care, County licensing fees, flea control, equipment such as leashes or collars, or other maintenance items or services. The K-9 Officer will purchase these items as needed and submit the receipt for reimbursement. The K-9 Officer must receive approval from a supervisor for purchases in excess of the \$350.00 per K-9 annum allowance.



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

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TARPON SPRINGS POLICE DEPARTMENT

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Jeffrey P. Young
CHIEF OF POLICE

4. TSPD agrees to pay for K-9 medical expenses related to on-duty injuries that result from the K-9 performing duties specifically related to law enforcement activities. However, TSPD reserves the right to limit or refuse to pay any amount for treatment, which is deemed excessive. In the event of serious injury, TSPD may agree to pay for the K-9 to be euthanized if agreed to by the handling K-9 Officer. If TSPD refuses to pay for treatment that it deems excessive, the K-9 Officer may continue medical treatment at his or her own expense. The K-9 Officer must notify TSPD of any of the K-9's veterinary needs pursuant to on-duty injury prior to the treatment.
5. TSPD agrees to provide on-duty training time for specific activities to keep the K-9 proficient in tracking and drug detection. In most cases, the training will be during normally scheduled work hours. In the event this is not possible, a K-9 Officer will flex his or her work schedule without notice to receive training. Overtime for training may only occur with prior approval from the Operations Commander and is only a last resort. TSPD further agrees to pay for annual training expenses related to keeping the K-9 and handler certified.
6. TSPD reserves the right to retire the K-9 from service to the City should it be deemed by the Chief of Police or his designee to be in the best interest of TSPD.
7. The K-9 Officer must abide by the provisions contained in General Order #501 Police Canine Operation.

The PBA has read and agrees to the terms of this Agreement with TSPD.

[signatures on following page]



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TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

[Signature]
Jonathan Vazquez

5/15/23
Date

Sun Coast PBA, President

Chief JPP
Jeffrey P. Young

5-9-2023
Date

Chief of Police

[Signature]
Erin Jackson

5.9.23
Date

City Labor Attorney

[Signature]
Thanh Nguyen

5-9-23
Date

Police Officer

Mark G. LeCouris *5-9-2023*

Mark G. LeCouris

Date

City Manager

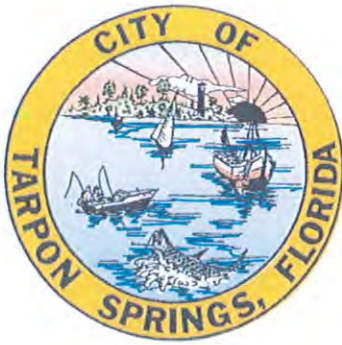
Rev: 5/2023



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CITY OF TARPON SPRINGS, FL

Procurement Services

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

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: 07/25/2023
SUBJECT: Award File No. 230139-P-AS, Electrical, Instrumentation, and Control System Services

RECOMMENDATION:

Award File No. 230139-P-AS, Electrical, Instrumentation, and Control System Services to McKim & Creed, Inc., for a five (5) year period effective from the date of award, in an estimated total amount not to exceed \$955,000, for the Public Services Department – Water and Wastewater Utilities. Purchase orders will only be issued against approved budgets.

BACKGROUND:

The purpose of this contract is to provide ongoing and as needed electrical engineering and instrumentation control services to support the City's water and wastewater utilities. This contract includes a variety of functions, including SCADA systems, integrating new equipment and instruments into the utility systems, conducting cybersecurity audits, and providing electrical engineering services (see attached memo).

Procurement Services issued a Request for Proposals, and two responses were received. The evaluation committee determined McKim & Creed, Inc., as the highest-ranking proposal and lowest cost proposal based on hourly unit rates. Work under this contract will be authorized as a series of smaller individual task work orders over the five (5) year term.

FUNDING: 402-4603-536.6300; 402-4603-536.3100; 402-4305-536.6300 and 402-4305-536.3100 - Water/Sewer Enterprise Fund

Accepted by: _____
City Manager

Attest: _____
City Clerk

Tabulation of Submittals
For
Request of Proposals No. 230139-P-AS
Electrical, Instrumentation, and Control System Services
Tuesday, June 13, 2023 @ 3:00 p.m.

Company	Ranking
McKim & Creed, Inc. Clearwater, FL 33756	93
Star Controls, Inc. Coral Springs, FL 33076	66.9

Broadcast: 721 Planholders: 21 Responses: 2

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



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: July 19, 2023
To: Janina Lewis, Procurement Services Director
Through: Paul Smith, Public Services Director *PS*
From: R. Thomas Kiger, Public Services Assistant Director
Subject: Recommendation to Award RFP# 230139-P-AS to McKim & Creed, Inc. for Electrical, Instrumentation, and Control System Services for the Water and Sewer Utility.

Recommendation

It is recommended to award RFP# 230139-P-AS, Electrical, Instrumentation, and Control System Services to the top ranked proposer McKim & Creed, Inc. for a 5-year contract term with a total not to exceed amount of \$955,000 over five years.

Background

The City of Tarpon Springs water and wastewater utilities maintain an ongoing contract for electrical engineering and instrumentation and control services to support utility operations. This contract includes a variety of critical functions for the City, including programming the utility SCADA systems, integrating new equipment and instruments into the utility systems, and providing electrical engineering services for capital projects.

This contract was recently competitively advertised via an updated request for proposals, and McKim & Creed submitted the highest-ranking proposal. McKim & Creed was also the City's incumbent contractor for these services for the last five years and utility staff are familiar with McKim and Creed's work product, and have found this firm to be responsive, technically proficient, and dedicated to meeting City needs.

McKim & Creed has worked closely with the City to complete a series of critical infrastructure projects in a timely manner, including, upgrading the water and wastewater SCADA systems to a new software platform, integrating new instruments, programming treatment process improvements to improve utility operations, and supporting the completion of the wastewater treatment facility chlorine conversion project.

Historical spending for these services has ranged from \$80,000 to \$350,000 annually, depending on the annual needs for professional services to support ongoing operations or capital projects.

This contract was bid for a five-year term and McKim & Creed submitted both the highest-ranking proposal and the lowest cost proposal based on hourly unit rates. The requested spending authorization under this contract will be a total of \$955,000 over a five-year period, which accounts for annual professional engineering and SCADA integration needs, as well as a contractual annual unit rate increase of approximately 3%. This authorization represents an estimated maximum authorized contract amount based on the anticipated work over the next five years.

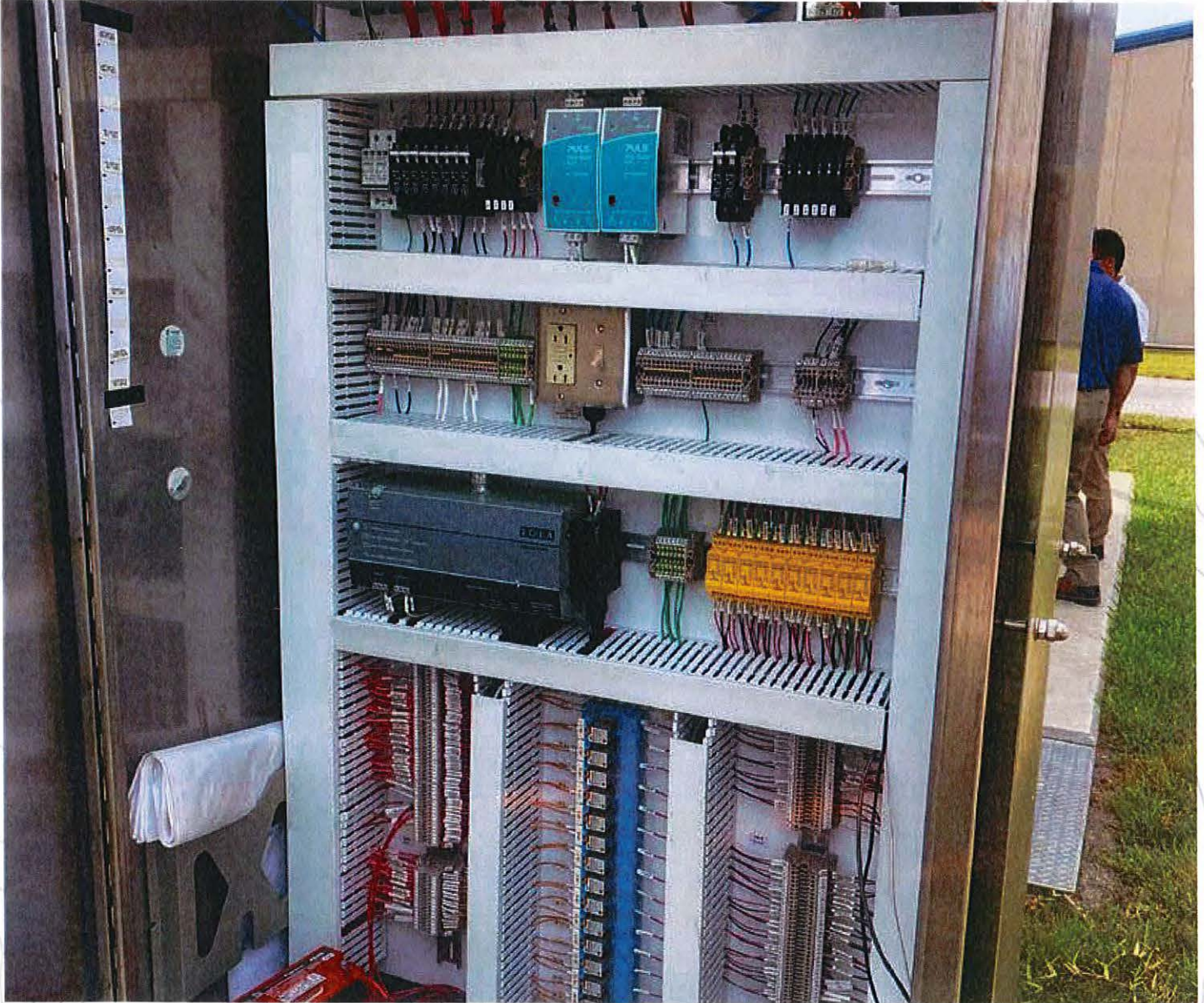
Work under this contract will be authorized as a series of smaller individual task work orders. Major planned initiatives include: upgrading the existing lift station control systems to updated SCADA software, improving SCADA systems for emergency response, process improvements at the AWWTF, and other general annual needs such as integrating replacement instruments or new equipment into the SCADA system.

Funding

Funds are available in the current year fiscal budget in the Water/Sewer Enterprise Fund in accounts Sewage Treatment 402-4603-536.6300, 402-4603-536.3100 and Water Treatment Plant 402-4305-536.6300 and 402-4305-536.3100.

Request for Proposals

ELECTRICAL, INSTRUMENTATION, AND CONTROL SYSTEM SERVICES



RFP #230139-P-AS

SUBMITTED TO

CITY OF TARPON SPRINGS

Tarpon Springs, Florida

SUBMITTED BY

MCKIM & CREED

Clearwater, Florida

 **MCKIM & CREED**
ENGINEERS SURVEYORS PLANNERS



TITLE PAGE

RFQ TITLE: Electrical, Instrumentation & Control
System Services
RFP NUMBER: 230139-P-AS



McKim & Creed, Inc.



Mike Stoup, PE



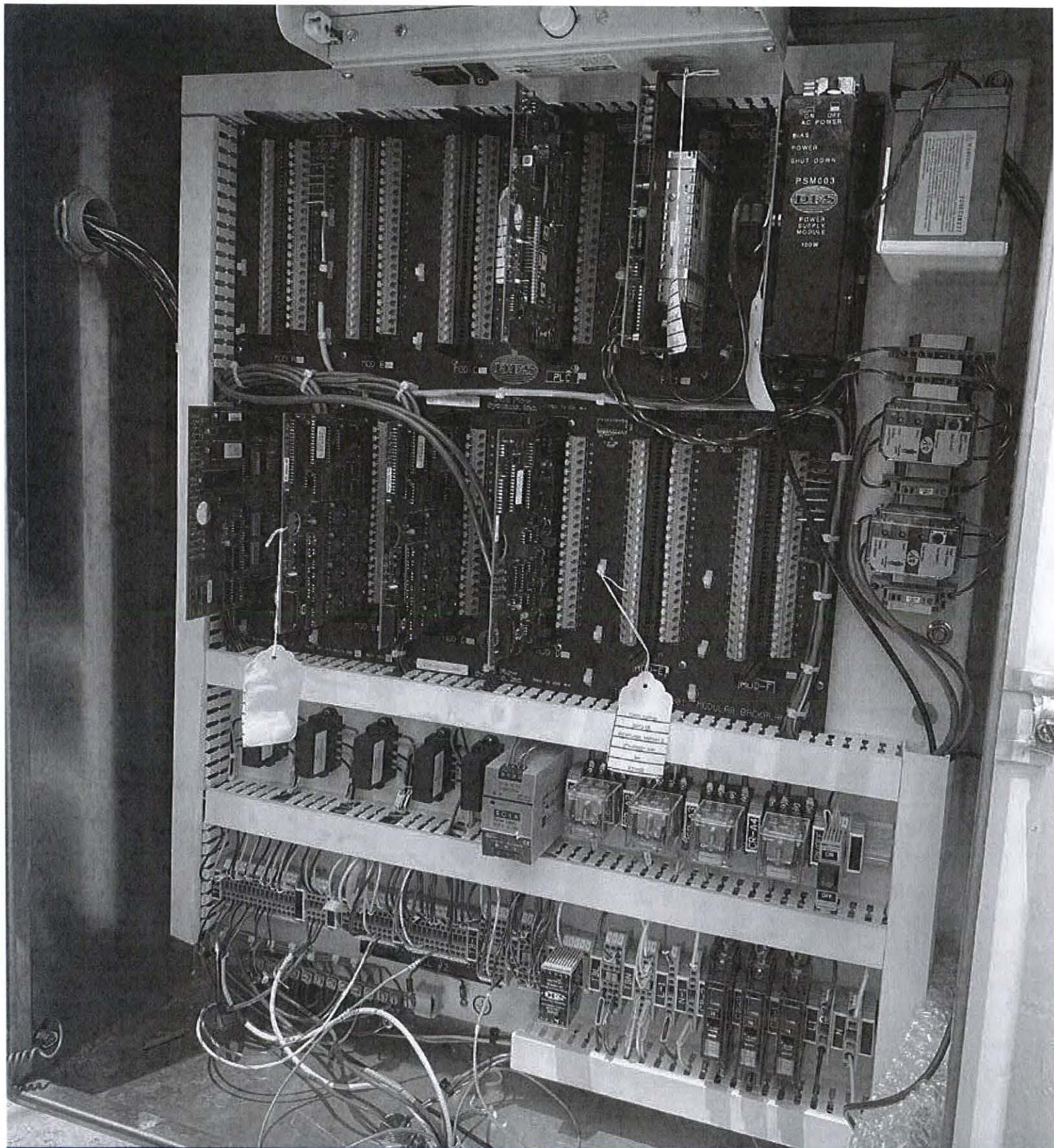
1365 Hamlet Avenue
Clearwater, FL 33756-3331



727.442.7196

JUNE
2023

13



1

TAB 1: TRANSMITTAL LETTER

June 13, 2023

City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689



RE: RFP # 230139-P-AS: Electrical, Instrumentation, and Control System Services

Dear Members of the Selection Committee:

The McKim & Creed team is grateful for the opportunity to be considered for this important contract and looks forward to continuing to serve the City of Tarpon Springs.

PHILOSOPHY OF PLAY / With our business mission of "People Helping People Achieve Their Goals and Dreams," we always put our clients' needs first. We pursue this by comprehending your issues, challenges, and requirements. We recognize the value and relevance of maintaining working electrical systems and an up-to-date SCADA system. As a utility, consistent power and an up-to-date SCADA system are required to power, monitor, and manage the processes. A coordinated system that integrates data from power systems and plant SCADA systems saves time and allows operators to focus on more critical activities.

TEAM QUALIFICATIONS / The electrical and instrumentation (E&I) Group at McKim & Creed consists of 28 engineers, designers, programmers, integrators, and field administrators. We can also combine these resources with those of our internal IT department and our subcontractor OT Overwatch to secure the security of your utility system. We have over 150 years of combined experience with electrical and SCADA systems in municipal and industrial industries. We employ ten licensed professional engineers with licenses in more than 15 states. Our team's expertise includes critical specialty services such as IT resources, electrical engineering assistance, and MEP design.

EXPERIENCE & KNOWLEDGE / McKim & Creed, founded in 1978, provides a comprehensive range of engineering, surveying, and planning services. Electrical engineering, SCADA system design, PLC programming, SCADA HMI configuration, IT networks and cybersecurity, water and wastewater process planning and design, electrical and site/civil engineering, landscape architecture, structural engineering, and surveying specialties are among the firm's core competencies.

FOR OUR ORGANIZATION, SCADA IS NOT SECONDARY, BUT RATHER OUR PRIMARY FOCUS.

Our team has extensive experience ranging from standard design engineering to master planning investigations. This is supplemented by considerable experience in PLC, HMI, and related software development, network communications, system integration, instrument calibrations, and plant control system starting and conversions. The municipal water and wastewater industry is where McKim & Creed's SCADA expertise shines.

UNDERSTANDING OF THE SCOPE / We understand the necessity to keep operations running, and we have vast expertise in upgrading electrical and control systems to meet these needs. We understand the selected consultant will get individual work orders on an ongoing basis to offer electrical and SCADA planning, design, and integration at City facilities under this contract. We will also be able to help with networking issues, cybersecurity concerns, and process enhancements thanks to our enhanced in-house expertise.

Sincerely,

McKim & Creed, Inc.

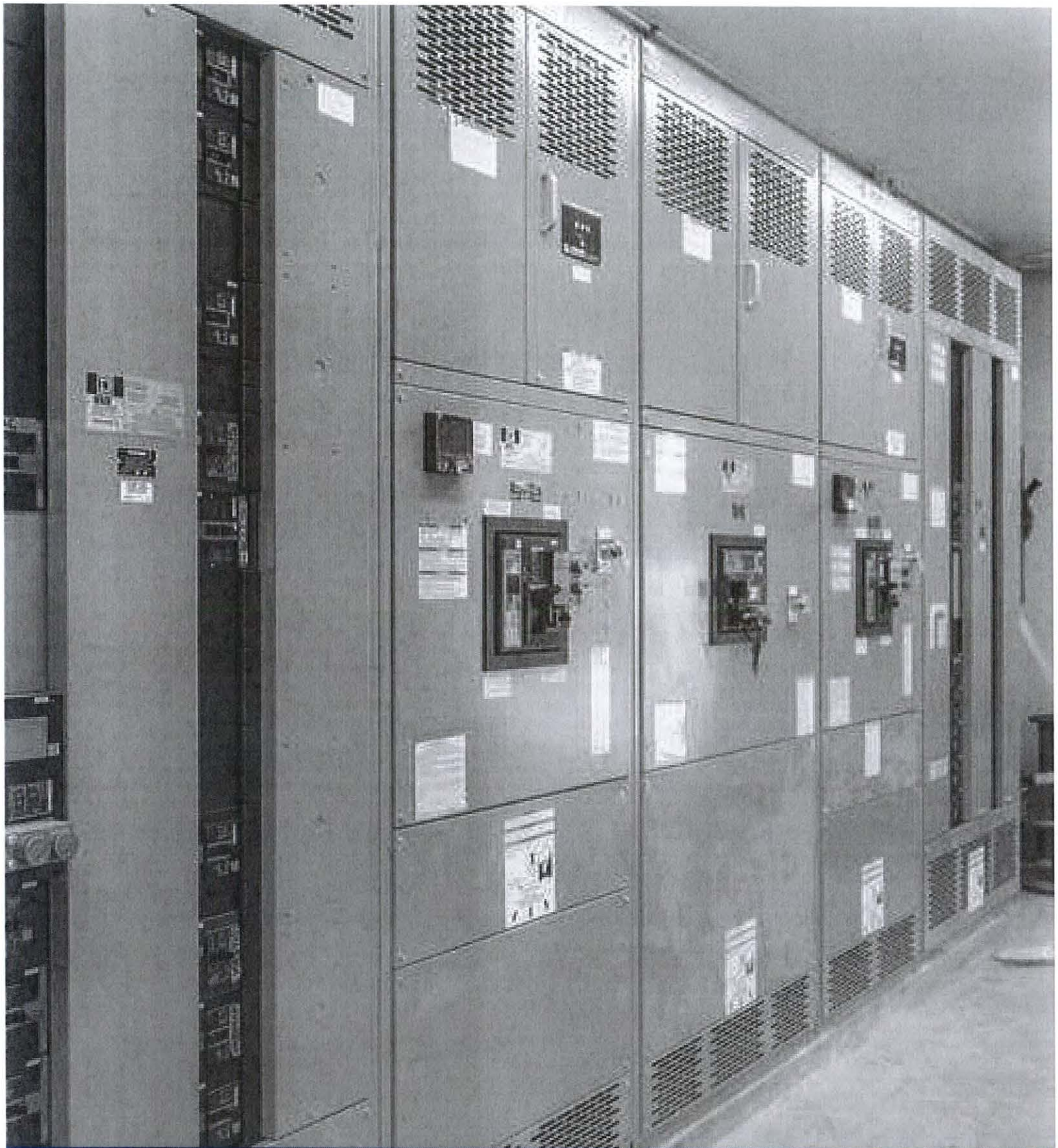
Mike Stoup, PE
Project Manager

Mike Stoup, PE
Project Manager

1365 Hamlet Avenue
Clearwater, FL 33756-3331
727.442.7196
mstoup@mckimcreed.com

2023 OFFICER LIST

<u>Titles of Officers</u>	<u>Names</u>	<u>Business Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Chief Financial Officer	Chris Nelson	1731 Varsity Drive, Suite 500	Raleigh	NC	27606
President & CEO	A Street Lee	1365 Hamlet Avenue	Clearwater	FL	33756
Chairman of the Board	John Lucey	242 North Front Street	Wilmington	NC	28401
Director and Secretary	Herbert P. McKim, Jr.	243 North Front Street	Wilmington	NC	28401
Director	Mark Mulhern	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Director	Ken Garcia	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Director	Paula Sims	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Director	Jeanne Cormier	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Senior Vice President Geomatics	David L. Jones	242 North Front Street	Wilmington	NC	28401
Senior Vice President Geomatics	Tom Ruschkewicz	8868 Research Blvd	Austin	TX	78758
Senior Vice President	Matthew Daves	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Senior Vice President	Grant Livengood	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Vice President	John D. Thompson	243 North Front Street	Wilmington	NC	28401
Vice President	Tim VanGelder	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Vice President	Tony Boahn	243 North Front Street	Wilmington	NC	28401
Vice President	Donald Pettigrew	8020 Tower Point Drive	Charlotte	NC	28227
Vice President	Tom Lawry	2593 Wexford Bayne Rd., Suite 306	Sewickley	PA	15143
Vice President	Robert Garland	551 North Cattlemen Rd	Sarasota	FL	34232
Vice President	Edward Pollard	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Vice President	Glenn Halstead	1206 N. Palafox St	Pensacola	FL	32501
Vice President	Patrick Jehle	1206 N. Palafox St	Pensacola	FL	32501
Vice President	Chris Martin	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Vice President	Mike Stoup	1365 Hamlet Avenue	Clearwater	FL	33756
Vice President	Barry Hales	243 North Front Street	Wilmington	NC	28401
Vice President	Glenn Shaheen	1022 Purpera Avenue	Gonzales	LA	70737
Vice President	Daniel Keck	1365 Hamlet Avenue	Clearwater	FL	33756
Vice President	Christopher Bosshart	3903 Northdale Blvd. Suite 115E	Tampa	FL	33624
Vice President	Richard Dorr	9960 West Sam Houston Parkway	Houston	TX	77099
Vice President	William Wudte	551 North Cattlemen Rd	Sarasota	FL	34232
Vice President	James Rudd	370 N. Louisiana Ave.,	Asheville	NC	28806
Vice President	Brad Palmisiano	300 Bilmar Drive	Pittsburgh	PA	15205
Vice President	John Reese	300 Bilmar Drive	Pittsburgh	PA	15205
Vice President	Gregory Schmidt	12718 Century Dr.	Stafford	TX	77477
Vice President	Brian Nesvadba	12718 Century Dr.	Stafford	TX	77477
Assistant Vice President Engineering	Charles Hill	1901 Mason Avenue, Suite 102	Daytona Beach	FL	32117
Assistant Vice President Engineering	Richard Collier	243 North Front Street	Wilmington	NC	28401
Assistant Vice President Engineering	Emmett Anderson	4720 Salisbury Road, Suite 117	Jacksonville	FL	32256
Assistant Vice President Engineering	Bob Huffmyer	2593 Wexford Bayne Rd, Ste 306	Sewickley	PA	15143



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TAB 2: TABLE OF CONTENTS

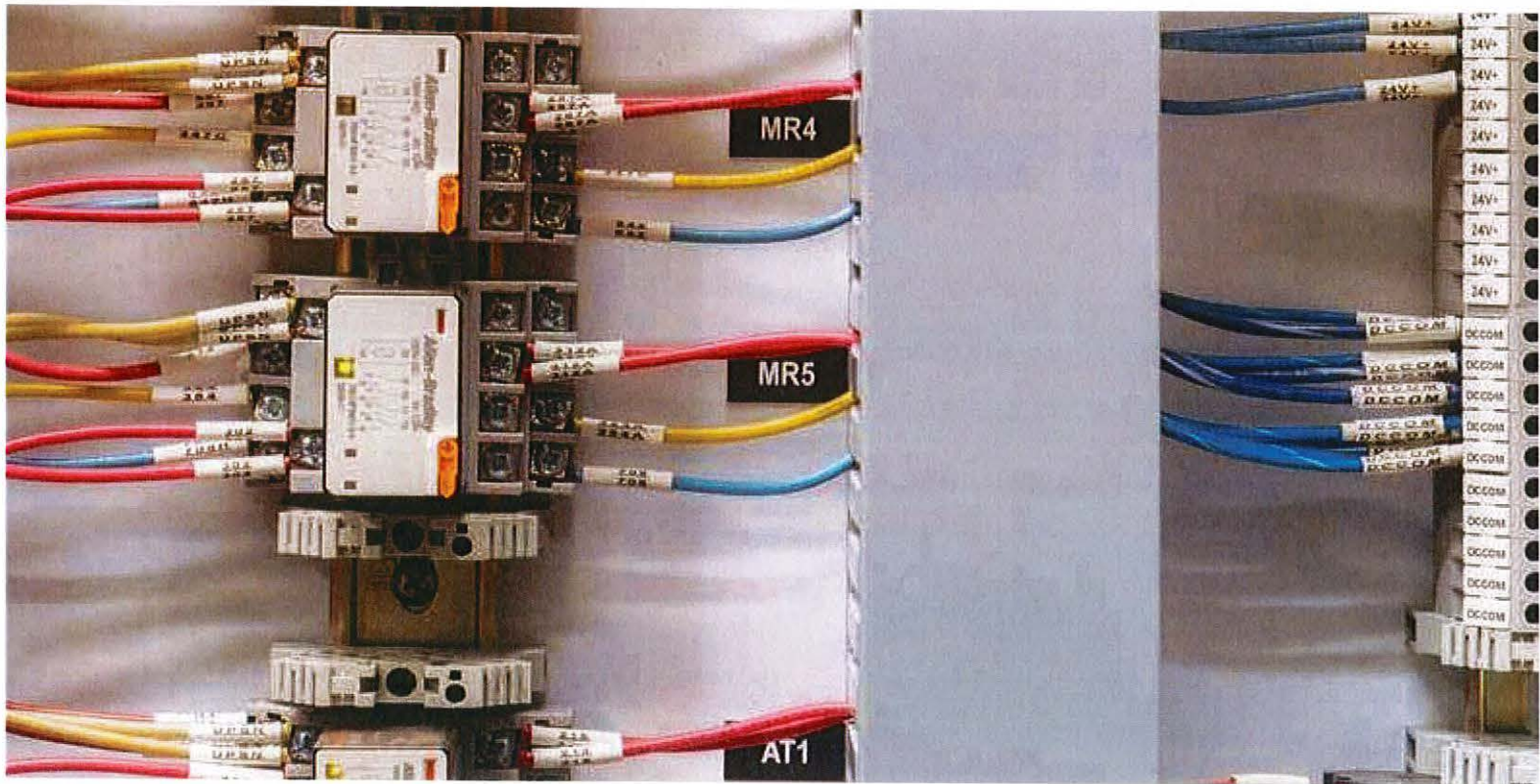
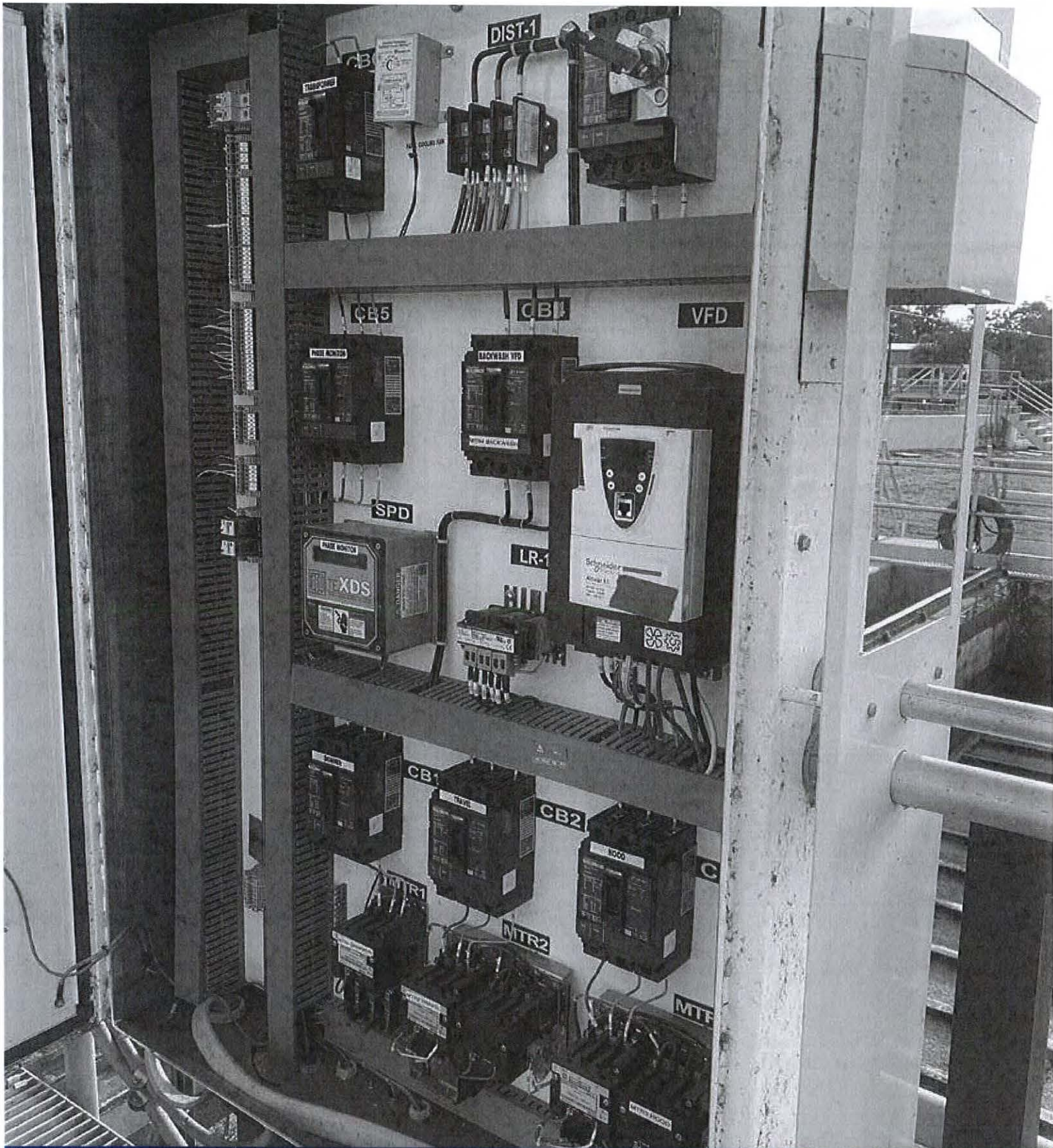


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TAB 3: PRICE



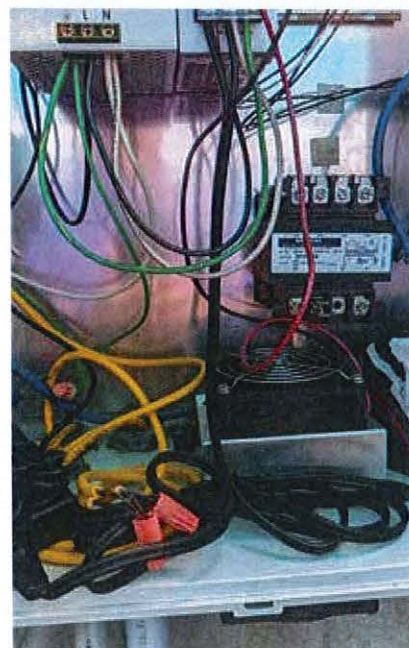
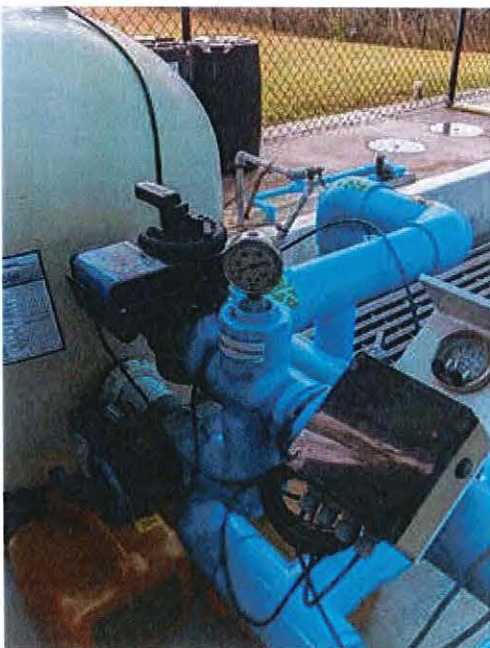
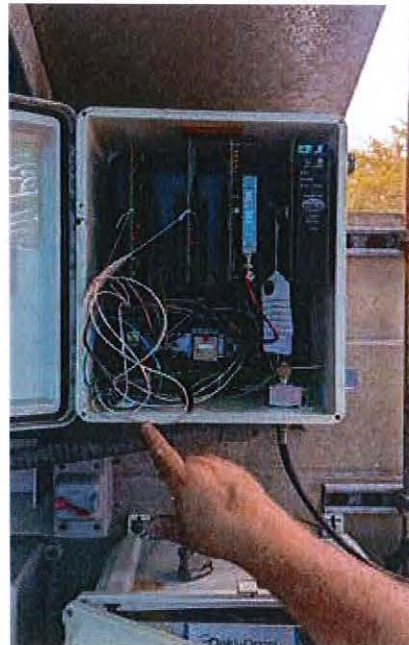
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TAB 4: PREVIOUS EXPERIENCE

1

AS-NEEDED INSTRUMENTS, SCADA, PLC'S, ELECTRICAL AUDIT TARPON SPRINGS, FL

McKim & Creed worked closely with the City of Tarpon Springs to provide comprehensive support for I&C and electrical systems, focusing on Citect before the conversion of VTScada, VTScada after the conversion, and Allen-Bradley PLCs. McKim & Creed assisted with their communication systems for their remote sites and provided instrumentation calibration for DEP compliance. McKim & Creed worked closely with the City of Tarpon to improve the control systems and optimize their water and wastewater treatment processes. The enhancements have increased efficiency and improved both performance and regulatory compliance for the facilities.



KEY HIGHLIGHTS

- Citect to VTScada Conversion
- Process Optimization
- Fast Response with all requests
- PLC code enhancements

PROJECT DETAILS

OWNER

Tarpon Springs, FL
Raymond Page
Utilities Superintendent
rpage@ctsfl.us
727.224.3024

LOCATION

Tarpon Springs

PROJECT DATES

2018 - Present

PROJECT COSTS

\$760,000

SERVICES PERFORMED

SCADA Cybersecurity Audit
Field Research
Final Report

PROJECT TEAM

- ▶ Mike Stoup, PE
- ▶ Eric Brown
- ▶ Flavio Velecela, EI
- ▶ Ian Ott
- ▶ Jon Van Waardhuizen
- ▶ Adam DiRienzo



2 MASTER PLAN – PLANNING, VISION, PLC'S, SCADA, MCC'S, BACKUP GENERATION TARPON SPRINGS, FL

McKim & Creed provided a thorough review and evaluation of the electrical and I&C systems for the City of Tarpon Springs. Evaluations included the power distribution and backup generation gear at both facilities and the remote pumping stations, as well as a complete review of the SCADA and PLC systems. The network switches and connectivity were also reviewed for the SCADA network as part of the plan to identify any cybersecurity issues. Telemetry options to add redundancy were evaluated due to the risk Florida has for hurricanes. All findings were assembled into a technical memorandum including recommendations for improvement. Project profiles were developed including scopes, budget estimates, and priority of execution were included in the report to assist the City with CIP planning.

KEY HIGHLIGHTS

- Identified Obsolete Equipment
- Road Map for Electrical Upgrades
- Future CIP Planning

PROJECT DETAILS

OWNER

Tarpon Springs, FL
Thomas Kiger, P.E.
Assistant Public Services
Director
727-942-5616 Ext. 2300

LOCATION

Tarpon Springs

PROJECT DATES

2022-2023

PROJECT COSTS

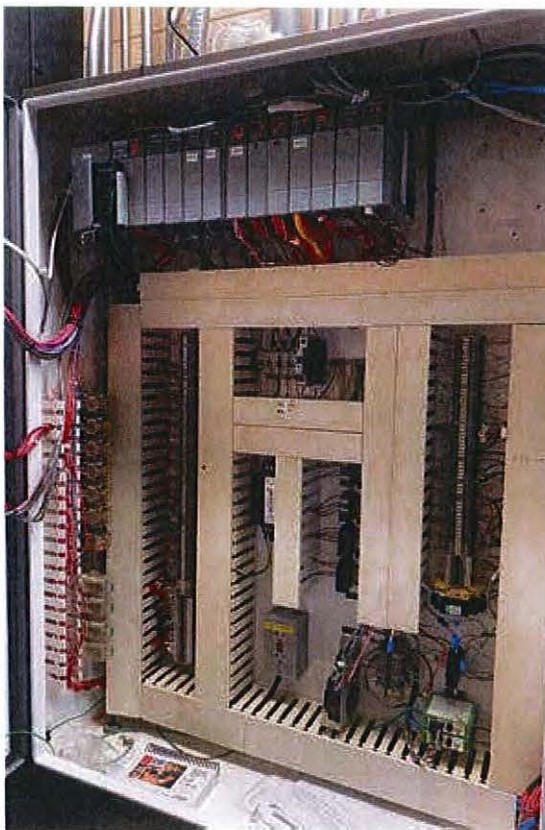
\$79,054

SERVICES PERFORMED

SCADA Cybersecurity Audit
Field Research
Final Report
CIP Project Recommendations

PROJECT TEAM

- ▶ Mike Stoup, PE
- ▶ Eric Brown
- ▶ Chris Anderson
- ▶ Suvath Seng
- ▶ Brian Thorniley, PE
- ▶ Mike Fadini, PE





3 SCADA SYSTEM CYBERSECURITY AUDIT CHARLOTTE COUNTY

Charlotte County Utilities (CCU) recognized they could be a more mature security organization. They engaged McKim & Creed and Crimson Resolve for a supervisory control and data acquisition (SCADA) System Cybersecurity Audit. Our team identified several architectural issues and firewall misconfigurations that could allow threat actors to gain access to both the IT and OT networks. Additionally, we upgraded several Internet discoverable and accessible devices to newer models, making them not visible via the internet.

During our audit, CCU acted very quickly to remediate issues upon discovery, such as disabling several insecure protocols such as SMBv2 and NetBIOS. Our team identified the protocols and improperly configured Business Modems, then corrected the configurations and mitigated the protocols.

The County's SCADA network hardware, configurations and policies were reviewed as well as their PLC hardware to ensure the most recent firmware versions were in use. A more comprehensive network audit was also performed to provide recommendations for improved security. Primary items audited were the SCADA facility and remote communication networks, network architecture, remote access, and the current backup and disaster recovery plan. A roadmap to Maturity was prepared to give the County guidance for moving the organization towards a high level of security maturity.

Charlotte County Utilities improved its security posture significantly and provided a roadmap for future maturity due to the attention given by the McKim & Creed and Crimson Resolve Team.

KEY HIGHLIGHTS

- Rogue Device Removal
- Internet Visible Exploitable Firewalls Found/Replaced
- Unknown Network found with no ownership
- Roadmap to architectural maturity reported

PROJECT DETAILS

OWNER

Charlotte County
Bryan Hatfield
Project Manager
Bryan.Hatfield@charlottecountyfl.gov
941-764-4385

LOCATION

Port Charlotte

PROJECT DATES

2020-2021

PROJECT COSTS

\$140,384

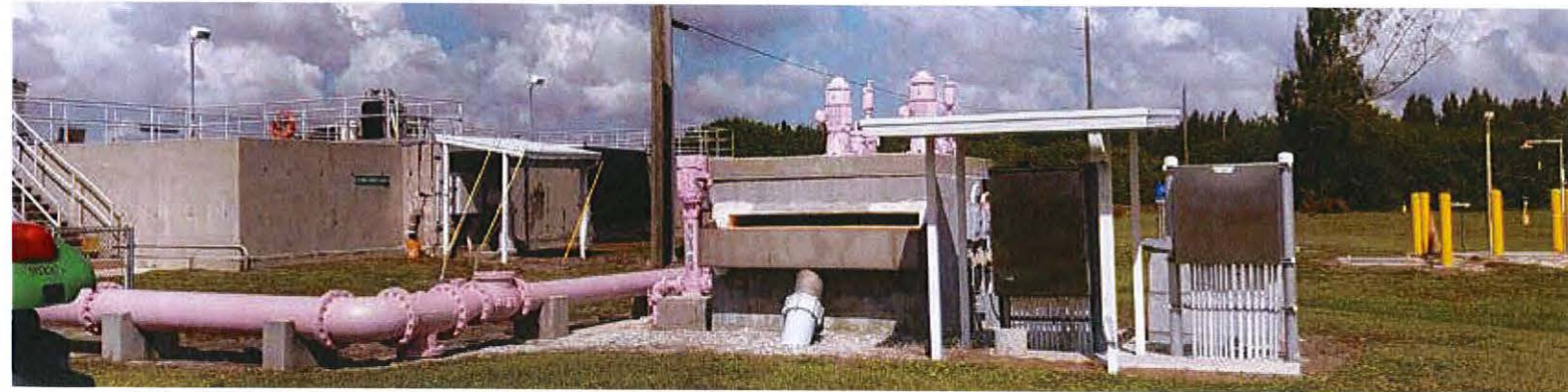
SERVICES PERFORMED

SCADA Cybersecurity Audit
Field Research
Final Report

PROJECT TEAM

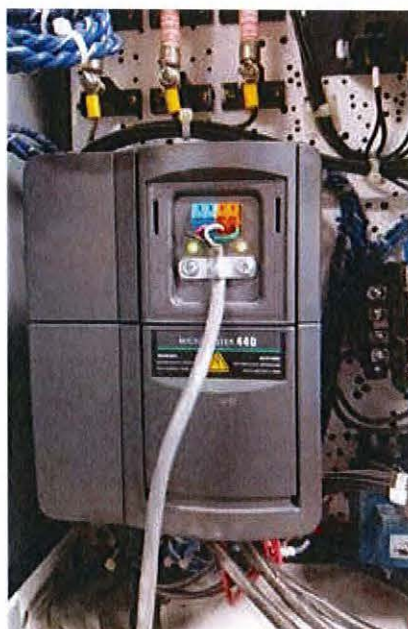
- Mike Stoup, PE
- Eric Brown
- Robert Burney





4 AS NEEDED – SERVER, NETWORKS, INSTRUMENTS, PLC'S, SCADA CHARLOTTE COUNTY

McKim & Creed worked closely with Charlotte County to provide comprehensive support for I&C and electrical systems, focusing on Wonderware before the conversion of VTScada, VTScada after the conversion, and Allen-Bradley PLCs. McKim & Creed assisted the County with its OT network and supported the IT Department when needed. As part of this contract, we provided emergency repair services to minimize downtime and prevent disruptions to the treatment processes. We installed new instrumentation and electrical equipment as required for system expansion or replacement; implemented upgrades and retrofits to enhance the performance, reliability, and efficiency of existing systems; ensured seamless integration of new equipment with the client's current infrastructure; and assisted with the commissioning and startup of the upgraded systems.



KEY HIGHLIGHTS

- PLC Troubleshooting
- SCADA Enhancements
- Process Optimization
- OT Network Assistance

PROJECT DETAILS

OWNER

Peter Giannotti
I&C Supervisor
Peter.Giannotti@charlottecountyfl.gov
941-626-0013

LOCATION

Port Charlotte

PROJECT DATES

2019-Present

PROJECT COSTS

\$232,000

SERVICES PERFORMED

PLC Programming
Wonderware / VTScada
Programming
Networking

PROJECT TEAM

- Eric Brown
- Flavio Velecela, EI
- Brian Thorniley, PE
- Ian Ott
- Jason Burnett

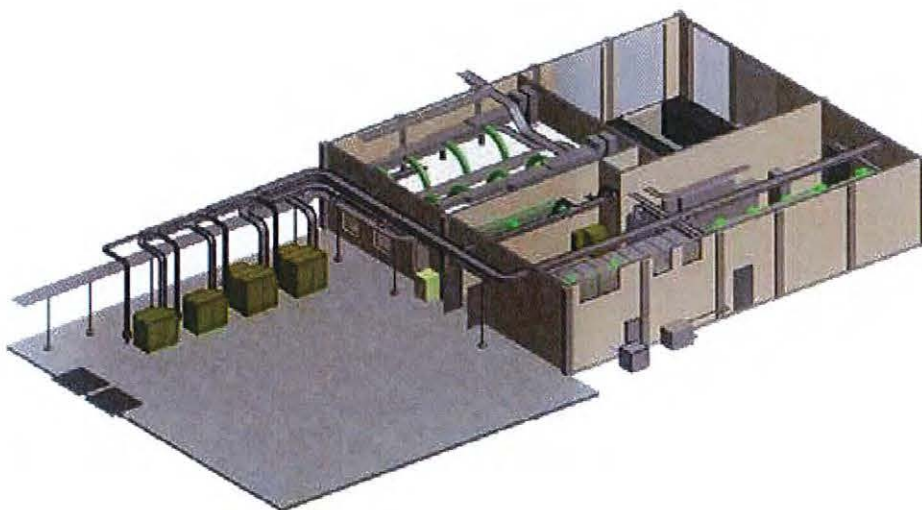




MANATEE SWWRF POWER UPGRADE – POWER DISTRIBUTION, MCC'S, BACKUP GENERATION

MANATEE COUNTY

McKim & Creed provided design and construction of various electrical improvements at the Manatee County Southwest Water Reclamation Facility. The project included the replacement of medium voltage switchgear into a new climate-controlled room and replacing and reconfiguring six (6) existing substations with the creation of a new Florida Power and Light Transformer Vault. The project included I&C implementation of the electrical equipment in the facility's SCADA system and upgrading its obsolete PLC.



KEY HIGHLIGHTS

- Design Build Construction
- Advanced Protection Relays to Mitigate Arc Flash
- Advanced Power Quality Monitoring
- Reduction of Heat Loading

PROJECT DETAILS

OWNER

Wharton-Smith
Helia Baxley
Project Manager
HBaxley@whartonsmith.com
813-369-8681

LOCATION

Bradenton, FL

PROJECT DATES

2021-2023

PROJECT COSTS

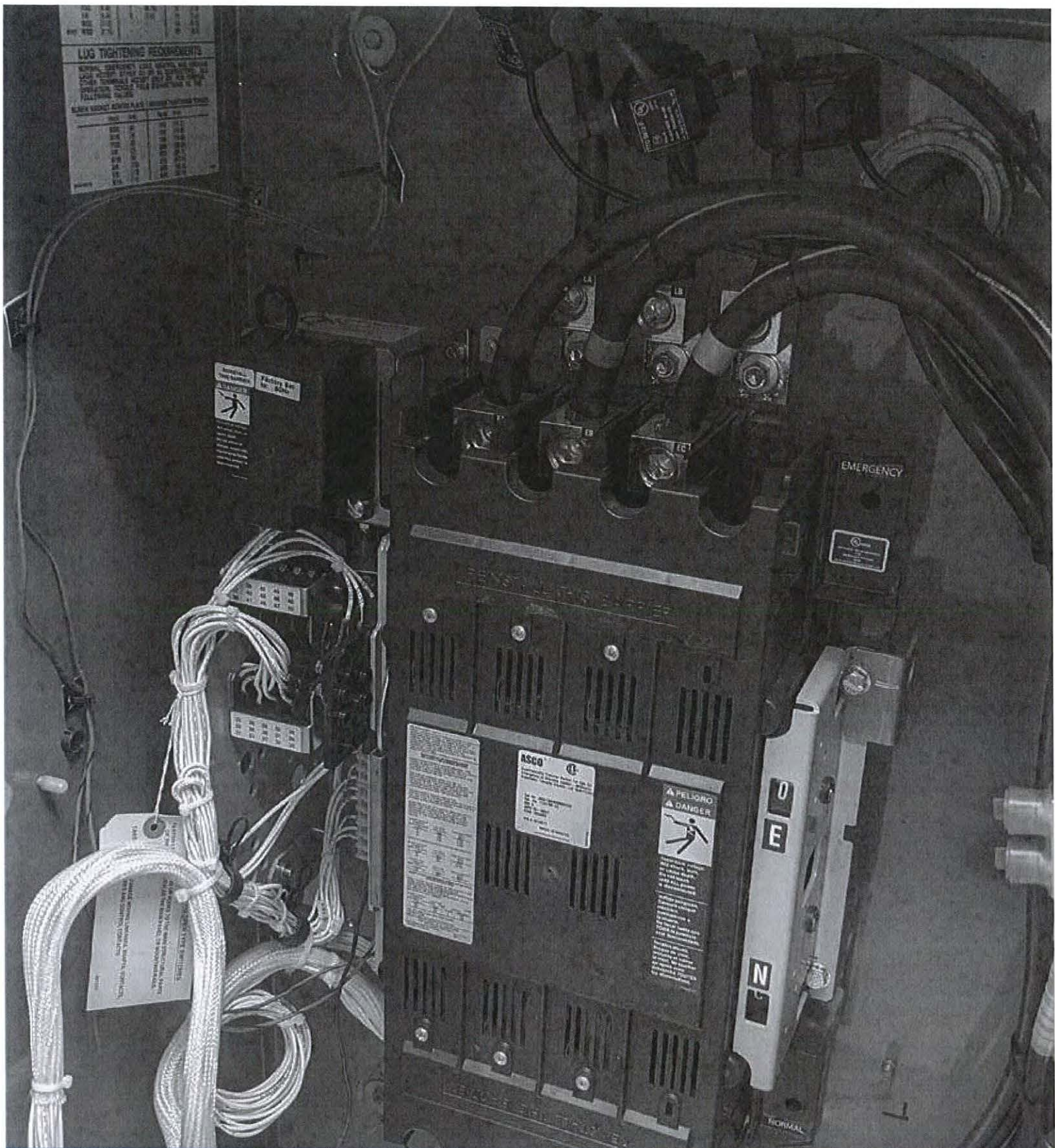
\$854,694.75

SERVICES PERFORMED

Medium Voltage Design
I&C Implementation
Construction Services

PROJECT TEAM

- ▶ Aubrey Haudricourt, PE
- ▶ Mike Tweedel, PE
- ▶ Eric Brown
- ▶ Suvath Seng, EI
- ▶ Laurel Smith, PE
- ▶ Mike Stoup, PE
- ▶ David Stoner, EI



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TAB 5: ABILITY OF FIRM TO PERFORM

5 ABILITY OF FIRM TO PERFORM

McKim & Creed has years of experience with the City of Tarpon Springs' SCADA systems and decades of experience with electrical and SCADA systems throughout the Southeast US. Our scope of services ranges from equipment evaluation, initial conceptual design, detailed design, programming, commissioning, construction administration, and cost estimating. Our staff is trained and located to provide exemplary service to the City of Tarpon Springs for all of their electrical and SCADA needs.

McKim & Creed's E&I Group is comprised of 28 engineers, designers, programmers, integrators and field administrators. Collectively we have over 150 years of experience with electrical and SCADA systems in the municipal and industrial markets. We have ten licensed professional engineers on staff that hold licenses in over 15 states.

We will service this contract from our E&I Group's Clearwater, FL office where we have 16 engineers, designers and programmers. Eric Brown, our Florida I&C Manager, lives less than two miles from the Tarpon Springs Wastewater Treatment Plant and will be available for support and project for the City.

We are proficient in the following hardware, software, and communication networks:



HARDWARE

Allen-Bradley PLC5, SLC-500,
MicroLogix, CompactLogix
and ControlLogix

Schneider SCADAPack, M340
and M580

Modicon Quantum

Siemens S5 Series and S7
Series

GE 9030 and RX3i

Automation Direct PLCs

Data Flow Systems (DFS)



SOFTWARE

Trihedral VTScada

Schneider Electric Citect

Wonderware InTouch and
System Platform

Rockwell FTViewSE and
FTViewME

GE Intellution and iFix

Induction Automation Ignition

Data Flow Systems (DFS)



COMMUNICATION

Ethernet

Ethernet I/P

Modbus

Modbus TCP

DNP3

Fiber Optic Networks
including both single-mode
and multi-mode

Licensed and Unlicensed
Radio Frequencies

Cellular

WE ALSO HAVE EXTENSIVE PROCESS EXPERIENCE IN ALL AREAS OF THE WATER AND WASTEWATER FIELD INCLUDING:

- » Water Plant Processes
- » Wastewater Plant Processes
- » Well Field Processes
- » Surface Water Applications
- » Sewer Pump Station Processes
- » Stormwater Pumping
- » Sluice Gate Control



CONTROL AND AUTOMATION EQUIPMENT AND METHODS:

- » Remote Telemetry Devices and Systems
- » Data Flow Systems (DFS)
- » Integrating OEM packages into overall plant systems
- » Green field design of new plants or plant expansions
- » Upgrade designs of plant control systems
- » Cloud-hosted HMI solutions
- » Virtualized server solutions

ELECTRICAL AREAS OF EXPERTISE:

- » Power distribution design — 15kv and below
- » Transformers, automatic transfer switches, redundant busses
- » Utility service and coordination
- » Backup & emergency generation
- » Grounding, lighting, lightning protection
- » Fire systems
- » Master planning
- » Asset inventory and evaluation
- » Arc flash studies and labels

CYBERSECURITY

McKim & Creed also brings extended services with us to this contract for IT services, Cybersecurity experience and knowledge of the Tarpon Springs processes. SCADA, IT and plant processes are all inter-related and the firm that can speak all three languages and interconnect them in design and application will produce a more well-rounded project solution. Sean Bolster is a member of our internal IT Group and will be available to the City for networking design and configuration support. Sean lives in Spring Hill, FL and works in the Tampa and Clearwater offices. Robert Burney, a subcontractor to us from Overwatch OT, lives in Sarasota and has extensive experience with Cybersecurity. He has worked with McKim & Creed and the City in the recent past to audit the cybersecurity profile and prepare a path towards a more mature system. He will work with our local SCADA resources to lead the City through the risk assessment and mitigation strategies to ensure a secure system.

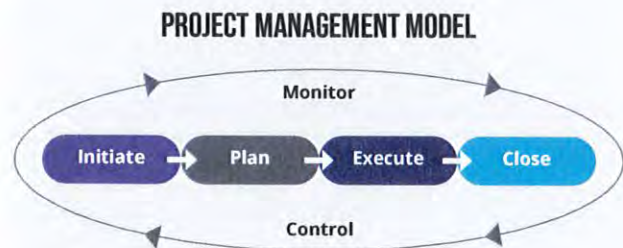
While having all of this experience, knowledge and capabilities internally is important, without solid project management we cannot execute successful projects.

ADDITIONAL SERVICES:

- » Conceptual Design and Scope Development
- » Engineering Design and RFP Development
- » Support through bidding and award of integration
- » Development of PLC and HMI programs and integration
- » Design/Build solutions
- » Construction Administration
- » Construction Management
- » Field Investigation
- » As-Built documentation development
- » Panel fabrication
- » Field installation
- » System check-out, startup and commissioning
- » Training and O&M Manual Development

The City of Tarpon Springs can continue to depend on the McKim & Creed E&I team as they have since 2007.

McKim & Creed at its core is a professional engineering consultant firm and brings to every project our formal project management program. eTOPS (Electronic Threshold Operating Procedures and Standards) is closely woven into the fabric of the company and provides a sound, proven project management approach to ensure success.





Our method to managing and completing this project will include developing the scope, timeline, and fees, forecasting manpower, allocating resources, quality control, and reporting project progress. Where applicable, our scope creation approach involves research of current stations, interviews with key employees, and the application of years of industry experience. Internally, draft scopes are examined by top management before being given to the City for evaluation and discussion, with the final scope being the result. The project manager and/or project engineer assigned to the project develop the schedule and fees. Schedules and fees are created utilizing a work breakdown structure (WBS) approach, in which the project is divided into smaller jobs with their own costs and dates. Prior to submission, all schedules and fees are checked by higher management.

Team members are assigned to each project depending on technical needs, availability, and project timeline. Tasks are assigned based on team member experience and capability, and younger staff members work under the supervision and direction of senior staff members.

Each project begins with a kick-off meeting attended by the City, McKim & Creed, and suitable subcontractors. A communication plan is prepared after reviewing the safety program, scope, schedule, and budget. All projects have a purpose, which is frequently lost during the RFP and solicitation phases. We believe it is critical to discuss the project purpose during the kick-off meeting so that we completely comprehend the project's aim, not just the written scope. This technique frequently leads to value engineering opportunities that would otherwise be overlooked or ignored.

Projects are carried out using both internal McKim & Creed project management methods and industry-standard project management processes. Using both of these ensures a solid, well-rounded management strategy and a successful project. Throughout the length of the project, regular project meetings are held both internally and with the City. A single point of contact, usually the project manager, is designated. A formal QA/QC process that involves peer review and project engineer/manager evaluation is used to assess all submittals. Electronic and/or textual comments are recorded and included into the final submittal, depending on the submittal being authorized. These

comments are saved for further consideration as part of the QA/QC process. These reviews are performed and approved by successively higher-level people to guarantee that both the tiniest detail and the general goal of the design scope are accomplished.

Our considerable experience in the municipal sector has taught us the value of public safety and service. Every project undertaken by a municipality has the public as its ultimate client, and the project's performance is inversely proportional to its influence on the community. When carrying out projects, visually beautiful installations that do not disrupt public activities, the reduction or removal of environmental consequences, as well as thoughtful work schedules and alternatives to reduce noise and air pollution, are all priorities. Involving public and municipal project resources in project planning reduces the impact on the community and adds to a successful project. McKim & Creed has the experience required to detect and resolve possible challenges through the use of innovative concepts and methodologies.

McKim & Creed has had a fruitful 15-year collaboration with the City of Tarpon Springs. Our team designed a large portion of the SCADA system and was significantly involved in its installation. We recently completed a master plan for your electrical and SCADA systems to assist you in creating a vision for the future, and in the process, we got an extensive understanding of your plants. We will apply this knowledge and experience to improve plant operations by improving the process via SCADA data gathering and analysis. Our IT Group and Cybersecurity experts will collaborate with City staff to integrate the controls and city networks in a secure and easy-to-maintain manner.

McKim & Creed is one of the few firms that has worked on Data Flow Systems (DFS) and has merged their hardware and software into other SCADA systems. We have integrated data collecting and control with DFS systems at your site, as well as those in Manatee County, Charlotte County, Palm Coast, the City of Clearwater, Citrus County, and Marion County.

McKim & Creed is the apparent choice as the best firm for this contract based on its proximity to the City, knowledge of the City's systems and processes, and ability to provide in-house IT and Cybersecurity support. We are excited to work with the City again.



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TAB 6: QUALIFICATIONS OF KEY PERSONNEL

6 QUALIFICATIONS OF KEY PERSONNEL

Backed by more than 40 years of industry experience, the instrumentation, controls and electrical professionals at McKim & Creed know and understand water and wastewater operations and the processes that control them. Through our approach of collaborative teamwork, outstanding engineering design, seamless system integration, thorough training and ongoing support, we plan, design, and implement in-plant and system-wide SCADA / I&C systems and in-plant power distribution systems that enable utilities to operate efficiently, effectively and safely.

To strengthen our team even further, we have added Robert Burney, with Overwatch OT as a subcontractor. Robert is located in Sarasota, FL and has extensive experience with Cybersecurity. He has worked with McKim & Creed and the City recently to audit the cybersecurity profile and prepare a path toward a more mature system. He will work with our local SCADA resources to lead the City through risk assessment and mitigation strategies to ensure a secure system.

Below is a table that highlights our proposed team, their office locations, years of experience and their areas of technical competency highlighted in the RFP. In addition, full-page resumes have been included for our **KEY STAFF** identified to the right.

KEY PERSONNEL:



Mike Stoup, PE



Eric Brown



Flavio Velecela, EI



Ian Ott



Adam DiRienzo



Laurel Smith, PE



Mike Fadini, PE



TEAM'S TECHNICAL COMPETENCY

Name	Location	Years Experience	TEAM'S TECHNICAL COMPETENCY					
			SCADA	ELECTRICAL	GE POWER DISTRIBUTION	MOTOR CONTROL CENTER EQUIPMENT	SERVER + NETWORKING	CYBERSECURITY
Mike Stoup, PE	Clearwater, FL	28	•	•		•	•	•
Eric Brown	Clearwater, FL	29	•	•	•		•	•
Mike Fadini, PE	Clearwater, FL	36		•	•	•		
Brian Thorniley, PE	Clearwater, FL	32	•	•		•	•	
Laurel Smith, PE	Clearwater, FL	8		•	•	•		
Suvath, Seng, EI	Clearwater, FL	6		•	•	•		
Ian Ott	Clearwater, FL	13	•				•	•
Adam DiRienzo	Clearwater, FL	12	•				•	•
Jon Van Waardhuizen	Sarasota, FL	2	•				•	
Jason Burnett	Sarasota, FL	15	•				•	•
David Stoner, EI	Clearwater, FL	3		•	•	•		
Chris Anderson	Clearwater, FL	21		•	•	•		
Regina Sandbach	Clearwater, FL	12		•		•		
Dan Cox, PE	Clearwater, FL	13		•	•	•		
Flavio Velecela, EI	Clearwater, FL	24	•			•	•	•
Sean Bolster	Tampa, FL	16					•	•
Chris White	Clearwater, FL	26	•			•	•	
Sterling Graham	Clearwater, FL	12		•	•	•		
Robert Burney	Sarasota, FL	16					•	•

Table 1 | Team's Experience, Location & Technical Competency



Mike Stoup, PE

PROJECT MANAGER

QUALIFICATIONS

- + Team management
- + Extensive E&I experience
- + Knowledge of available technology
- + Focus on practical application of automation

EDUCATION

B.S., Electrical Engineering, University of South Florida

LICENSURE

Professional Engineer, FL #65702

Professional Engineer, LA, TX, NC

AFFILIATIONS

FS-AWWA Information Systems Division Chair

FS-AWWA Automation Past Committee Chair

ISA Tampa Chapter Past Vice President & Past Program Chair

MILITARY SERVICE

Air Defense Crewman, US Army, 1985-89

Mike's career spans over 28 years of planning, design, implementation and management of SCADA system and process instrumentation and controls projects in the industrial and municipal marketplace. He offers extensive experience in the areas of project management, QA/QC, control system planning and design, PLC and HMI software implementation, communications and network planning and control systems implementation. His system hardware and software knowledge extends to platforms provided by VTScada, Allen Bradley/Rockwell, Schneider Electric, Trihedral, Inductive Automation and Wonderware software.

► Project Experience

SCADA Modernization | Virginia Beach, VA: Project Manager. McKim & Creed worked with Virginia Beach and the contractor to put together a comprehensive plan to upgrade 450 stations while continuing to provide uninterrupted services to the residents and businesses of Virginia Beach. This plan included the offline testing of each component of the system prior to deployment to the field to ensure minimum downtime. Virginia Beach Operations was included in the plan development so they could make system configuration changes to maintain service during the upgrade outage.

HMI Evaluation and Recommendation | Hillsborough County | Tampa, FL: Project Manager. The McKim & Creed team evaluated six different SCADA Human Machine Interface (HMI) software platforms and submitted an evaluation report of the findings with recommendations to Hillsborough County. The evaluation was performed to provide the County with a basis for determining if an upgrade to its HMI software is required, and which of the available software platforms would best support the County's management of its water and wastewater utilities.

Charlotte County SCADA Master Plan | Charlotte County, FL: QA/QC Manager. Charlotte County enlisted McKim & Creed to develop a SCADA master plan that acts as a detailed roadmap to the County for enacting SCADA system improvements. Our team's scope of work included five key elements: project management, goals/objectives workshops, system data collection, information analysis and development of the master plan document.

FMS Phase II SCADA Server Split and Rebuild | Hillsborough County, FL: Project Manager. McKim & Creed was selected to create a single Citect HMI application with four separate clusters (FMS, FMSN, FMSC and FMSS) for the Northwest pumps, BSOC and South County AWTP Citect application zones. This single application was loaded on each of the three sets of redundant server pairs.

WWTP SCADA Upgrade Evaluation | City of Inverness | Inverness, FL: Principal. McKim & Creed provided professional engineering services to replace the aging SCADA system at the City's wastewater treatment plant with a VTScada HMI. The scope of work included onsite programming and configuration work to stabilize the old system while upgrades were accomplished.



Eric Brown

ASSISTANT PROJECT MANAGER

QUALIFICATIONS

- + Project Management
- + SCADA
- + HMI
- + PLC Programming
- + Electrical Circuits and Design
- + Electrical Control Panel Design
- + Communications
- + Networking

EDUCATION

B.S.E.E Electrical Engineering, University of South Florida

A.S. Computer and Electrical Engineering, Tampa Technical Community College

A.A. General Studies, Saint Petersburg College

CERTIFICATIONS

VTScada
 Wonderware System Platform
 Wonderware Intouch
 Wonderware Historian

Eric offers over 28 years of experience in designing, building and installing hardware and software for SCADA applications in the wastewater and water industries. Mr. Brown is well-versed in PLC programming using Siemens, Emerson, Schneider Electric, GE, Automation Direct and Allen Bradley applications and has experience with numerous SCADA related Human Machine Interface (HMI) software packages including VTScada, Wonderware, CitectSCADA, VTScada, Rockwell FactoryTalk, and iFix.

► Project Experience

As-Needed - Instruments, SCADA, PLC's, Electrical gear | Tarpon Springs, FL:

Project Manager. McKim & Creed worked closely with the City of Tarpon Springs to provide comprehensive support for I&C and electrical systems, focusing on Citect before the conversion of VTScada, VTScada after the conversion, and Allen-Bradley PLCs. McKim & Creed assisted with their communication systems for their remote sites and provided instrumentation calibration for DEP compliance. McKim & Creed worked closely with the City of Tarpon to improve the control systems and optimize their water and wastewater treatment processes. The enhancements have increased efficiency and improved both performance and regulatory compliance for the facilities.

Charlotte County SCADA Master Plan | Charlotte County, FL:

Senior I&C Specialist. Charlotte County enlisted McKim & Creed to develop a SCADA master plan that acts as a detailed roadmap to the County for enacting SCADA system improvements. Our team's scope of work included five key elements: project management, goals/objectives workshops, system data collection, information analysis and development of the master plan document.

SCADA System Upgrades | Charlotte County, FL:

Project Manager. McKim & Creed migrated their current SCADA system from Wonderware App Server to VTScada to reduce costs and improve functionality. The project scope included procurement of computer equipment and software as well as the development of the SCADA applications to migrate 5 facilities: Burnt Store WRF, Rotunda WRF, Burnt Store WTP, East Port WRF, West Port WRF. McKim & Creed met with operations to discuss screen design and functionality prior to development. With the intention to define the conceptual screen layouts, pop-ups, navigation, and functionality for all facilities using these decisions.

SCADA Standards | Charlotte County, FL: Project Manager. McKim & Creed worked with the County staff to develop SCADA standards for us in future projects. We developed the specifications and drawings to define how the PLC and SCADA programming and hardware design would be performed. This will ensure the County receives a standard, repeatable, and proven design each time regardless of the consultant performing the work. We also researched various communication products and protocols and selected one that would optimize their remote site communications and preserve data during times of communication interruptions.

Master Plan - Planning, Vision, Plc's, Scada, Mcc's, Backup Generation | Tarpon Springs, FL:

Project Manager. McKim & Creed provided a Cybersecurity audit in two phases for the City of Tarpon Springs with the assistance of our sub-contractor. The project's first phase identified immediate threats to the system and vulnerabilities that required attention. The project's second phase provided a more in-depth audit of the systems, where we evaluated the network topology, reviewed the City's disaster recovery plan, reviewed remote connectivity methods and procedures, and provided a roadmap for cybersecurity maturity.



Ian Ott

SENIOR TECHNICAL SPECIALIST

QUALIFICATIONS

- + PLC & HMI Programming
- + VTScada, Ignition, Citect, and Wonderware Platforms
- + Allen Bradley/Rockwell and Schneider Software

EDUCATION

B.S., Electrical Systems Technology, Southern Illinois University

Ian is an I&C Specialist with over a decade of experience in the design, implementation and management of SCADA system and process instrumentation and controls projects in the industrial and municipal marketplace. He has experience in PLC programming, HMI development, VFD integration and Servo/robotics programming. His hardware and software knowledge extends to platforms provided by Allen Bradley/Rockwell software, Schneider software, VTScada, Ignition, Citect, and Wonderware.

► Project Experience

SCADA Standards | Charlotte County, FL: Senior Technical Specialist .McKim & Creed worked with the County staff to develop SCADA standards for us in future projects. We developed the specifications and drawings to define how the PLC and SCADA programming and hardware design would be performed. This will ensure the County receives a standard, repeatable, and proven design each time regardless of the consultant performing the work. We also researched various communication products and protocols and selected one that would optimize their remote site communications and preserve data during times of communication interruptions.

SCADA Migration - Remote Sites | Charlotte County, FL: Senior Technical Specialist. Charlotte County Utilities (CCU) requested a SCADA Master Plan to identify concerns and prepare a vision for their future SCADA system. Per the County's needs, McKim & Creed added the current remote sites to the newly installed VTScada system for better visibility and to be prepared for migration to different technologies. McKim & Creed procured the software as well as developed the SCADA applications to use VTScada and display the information from the DFS remote sites. VTScada was connected to DFS's Hyper SCADA Server and collected the station data from there instead of communicating directly from VTScada to each remote station which consisted of the 6 following locations: Vacuum Sewer Stations, Water Booster Stations, Lift Stations, Reclaim Stations with Tanks, Reclaim Stations without Tanks, and Ingraham Disinfection Station.

Wonderware/SCADA Support Services | Charlotte County, FL: Senior Technical Specialist .McKim & Creed upgraded the Allen Bradley SLC-504 and Data Highway Remote I/O Components at the West Port Water Reclamation Facility due to the lifecycle status of their hardware. Included in this project scope upgrade was the programming of the new PLC components purchased by the County and the modifications to the recently installed VTScada application. The County performed the installation of the components with the assistance of McKim & Creed. The County's IT department is in the process of installing the fiber optic cabling and configured the new managed network switches. McKim & Creed is executing this project in collaboration and coordination with the CCU staff.

SCADA Standards | City of St. Petersburg, FL: Senior Technical Specialist. McKim & Creed is providing SCADA Standards for the City of St. Petersburg. These standards are critical for consistent and reliable SCADA system development, implementation and maintenance. Proper use will reduce maintenance and operations costs as well as improve the overall functionality, reliability, and maintainability of the system. This project is to develop and document the standards associated with proper and successful SCADA system development and implementation. Included is the development of code blocks and objects that can be reused, reducing development time. Two standard lift station RTU designs will be developed in conjunction with the Lift Station Standards team.



Flavio Velecela, EI

I&C SPECIALIST

Flavio specializes in instrumentation and controls design and programming in our Clearwater, Florida office. He is proficient with electrical industrial equipment, instrumentation, programmable controllers, operator interfaces, SCADA network system and fiber distribution systems. Flavio has a thorough understanding of various software packages, including RSView32, InTouch, Allen Bradley, Siemens and Modicom controllers. His expertise also extends to electrical power and distribution having prior experience as an electrician and low voltage technician. He offers more than 18 years of experience working with instrumentation, automation, and control systems.

► Project Experience

Master Plan – Planning, Vision, Plc's, Scada, Mcc's, Backup Generation | Tarpon Springs, FL:

I&C Specialist. McKim & Creed provided a Cybersecurity audit in two phases for the City of Tarpon Springs with the assistance of our sub-contractor. The project's first phase identified immediate threats to the system and vulnerabilities that required attention. The project's second phase provided a more in-depth audit of the systems, where we evaluated the network topology, reviewed the City's disaster recovery plan, reviewed remote connectivity methods and procedures, and provided a roadmap for cybersecurity maturity.

SCADA System Upgrades | Charlotte County, FL:

I&C Specialist. McKim & Creed migrated their current SCADA system from Wonderware App Server to VTScaDa to reduce costs and improve functionality. The project scope included procurement of computer equipment and software as well as the development of the SCADA applications to migrate 5 facilities: Burnt Store WRF, Rotunda WRF, Burnt Store WTP, East Port WRF, West Port WRF. McKim & Creed met with operations to discuss screen design and functionality prior to development. With the intention to define the conceptual screen layouts, pop-ups, navigation, and functionality for all facilities using these decisions.

As Needed SCADA Support Services | City of Clearwater, FL:

I&C specialist. McKim & Creed is providing on a continual basis the City of Clearwater as-needed technical consulting to support the continued maintenance and operation of the computer hardware, software and HMI systems used by the Water Pollution Control Division in monitoring and control of the wastewater treatment facilities.

William Dunn WWTP Belt Press Control Panel Replacement | Pinellas County, FL:

I&C specialist for the complete upgrade of the MCP-DW with a PLC-based solution featuring flat-panel touch screens and operator-process interface (OPI) and functionality. The electrical/control cabinets of two belt filter presses (BFPs) were gutted and replaced; only the cabinets and some field equipment were reused. McKim & Creed's turnkey services included overall retrofit design; equipment removal, procurement and installation; management of electrical and panel fabricator subconsultants; wiring and testing; and PLC and SCADA programming. The new system allows plant operations staff to monitor and control the sludge press equipment locally via the OPIs, as well as remotely through the plant's SCADA system.

QUALIFICATIONS

- ✦ Extensive experience with PLC Programming
- ✦ History of delivering projects on time and within budget
- ✦ Power & Distribution
- ✦ Instrumentation and Controls (I&C) Systems
- ✦ HMI Programming
- ✦ AutoCAD

EDUCATION

B.S., Electronics & Control Engineering, National Polytechnic University

LICENSURE

Engineer Intern,
FL #1100011107

CERTIFICATIONS

NICET Certification

FEMA-ICS100

FEMA-ICS700

AFFILIATIONS

Institute of Electrical and Electronics Engineers

International Society of Automation (ISA)



Mike Fadini, PE

DESIGN ENGINEER

QUALIFICATIONS

- ✦ Instrumentation & Controls
- ✦ Electrical Engineering
- ✦ I&C/SCADA System Hardware

EDUCATION

B.S., Electrical Engineering,
Ohio State University

LICENSURE

Professional Engineer, FL
#87173

Professional Engineer, NJ,
DE

Mike's career spans over three decades of design, implementation and project management of electrical and instrumentation systems in the industrial and municipal marketplace. He is adept at engineering designs, AutoCAD, and construction management, including start-up, troubleshooting and commissioning. Additionally, Mike excels at managing projects, mentoring designers and engineers, construction support and building client and trades relationships. He has recent experience and professional development in Ethics, Safety, 2017 NEC Code Changes, SEL Protective Relay Programming for Transformer and Motor Protection, Allen Bradley VFD and Smart MCC programming.

► Project Experience

East Port WRF Expansion Design | Charlotte County, FL: *Senior Electrical Engineer*
McKim & Creed provided electrical and I&C design services as subconsultant to Jones Edmunds to support the contract with Charlotte County Utilities (CCU) for engineering and construction of upgrades to CCU's East Port Water Reclamation Facility (WRF). The scope of services included a capacity analysis of all WRF electrical distribution systems; an energy efficiency evaluation with consideration of alternatives that include solar, anaerobic digestion with biogas, natural gas and technology advances on process equipment; evaluation of expansion plan relative to electrical and I&C systems; and update of the Preliminary Engineering Report developed by Jones Edmunds to upgrade the existing facility from 6 mgd to 9 mgd capacity. Our team also supported the application for State Revolving Fund assistance for the project.

Burnt Store Water Reclamation Facility | Charlotte County, FL: *Senior Electrical Engineer*
Charlotte County has retained McKim & Creed to provide master planning, preliminary engineering, design and construction phase services in three distinct, overlapping and integrated phases to replace the existing 0.5 mgd Burnt Store Water Reclamation Facility (WRF) with a new 2.5 mgd facility with the capability to expand to 7.5 mgd. The existing WRF will be decommissioned and demolished upon completion and successful start-up of the new WRF. Major unit treatment processes in the new WRF will include: influent lift station, headworks structure, biological treatment system, clarifier flow splitter box, secondary clarifiers, return/waste activated sludge pump station, tertiary treatment, chlorine contact basin, sodium hypochlorite disinfection system, effluent transfer pump station, reclaimed and reject water storage, reclaimed water high-service pump station, aerated sludge holding, plant drain pump station, electrical building and standby power facilities.

Master Plan – Planning, Vision, Plc's, Scada, Mcc's, Backup Generation | Tarpon Springs, FL: *Senior Electrical Engineer*
McKim & Creed provided a Cybersecurity audit in two phases for the City of Tarpon Springs with the assistance of our sub-contractor. The project's first phase identified immediate threats to the system and vulnerabilities that required attention. The project's second phase provided a more in-depth audit of the systems, where we evaluated the network topology, reviewed the City's disaster recovery plan, reviewed remote connectivity methods and procedures, and provided a roadmap for cybersecurity maturity.



Adam DiRienzo

I&C PROGRAMMER

QUALIFICATIONS

- + PLC & HMI Programming
- + VTSkadaand Wonderware Platforms
- + Schneider Software

Adam is an I&C Programmer with over a decade of experience in the design, implementation and management of SCADA system and process instrumentation and controls projects in the industrial and municipal marketplace. He has experience in Networks, Servers, PLC programming, HMI development programming. His hardware and software knowledge extends to platforms provided by Schneider software, VTSkada, and Wonderware.

► Project Experience

Pinellas County PS-190 RTU Replacement | Pinellas County, FL: I&C Programmer. Pinellas County Utilities recently commissioned a SCADA Master Plan to identify concerns and prepare a vision for their future SCADA system. Detailed in the recommendations of the final report was developing a design standard for the lift station RTU panels. To stay with this vision, PCU upgraded the RTU at PS-190 from Motorola ACE to Schneider Electric M340. The project included the design of PS-190 RTU panel and the development of the RTU programming as well as the modification of the Wonderware SCADA template.

Pinellas County Security Audit | Pinellas County, FL: I&C Specialist. McKim & Creed provided an audit on the major facility security equipment, such as cameras, fence lines, gates, and card access stations, to better improve their facility security posture. This audit focused on coverage of the major facilities, access to controlled areas, and equipment technological advances. Prepared a technical memorandum with an audit summary, and recommendations for security posture improvement.

Town of Horseshoe Beach As-needed Services | Pinellas County, FL: I&C Programmer. McKim & Creed provided as-needed services for the City of Horseshoe Beach / US Water. The services included assisting with their Siemens S7-300 PLC and the WINCC application. In addition the programming assistance, We programmed, configured and installed their firewall device to allow for a secure VPN connection.



Laurel Smith, PE

DESIGN ENGINEER

QUALIFICATIONS

- ✦ Electrical & Control Engineering
- ✦ Evaluates system reliability & makes recommendations for improvements
- ✦ Identifies complex problems & reviews relevant information
- ✦ Experienced with the design of power distribution system elements
- ✦ Highly skilled in the use of CAD, Excel, and MathCAD based tools

EDUCATION

B.S., Electrical Engineering,
University of South Florida

LICENSURE

Professional Engineer, FL
#91041

Laurel is experienced with the design of power distribution system elements such as generators, medium and low voltage switchgear, motor control centers, and single and three-phase panel boards. She has experience performing voltage drop calculations and expected load calculations including three-phase current vector plotting, designing electronic control systems for pump stations and other wastewater facility components, and performing cost-benefit analysis for both new installations and upgrades to existing equipment and facilities. She is highly skilled in the use of CAD, Excel, and MathCAD based tools.

► Project Experience

SEWRF 10 MG Storage Tank and High Service Pumps | Manatee County, FL:

Engineer Intern. Ms. Smith set up an independent low service (low pressure) system at the SEWRF to distribute effluent from the CCCs to the storage ponds. This effort was implemented to improve MCMRS reliability during facility upset conditions and reduce power consumption of the facility to bring down operating costs. Project included installation of new 10 mg GST, high service RCW pumping system, electrical and SCADA system components.

WWRF Biological Treatment Improvements DCP | City of Largo, FL:

Engineer Intern. Ms. Smith provided electrical engineering design for upgrading "middle of the plant" processes to increase capacity and mitigate storm surge. Electrical design included elevated standby generation systems and elevated electrical distribution buildings in several locations throughout the plant. Process changes provided for elevated pumping, filter and valve systems. Design-build construction was used to expedite the project schedule to accommodate for the annual storm season.

Howard Curren WWTP Master Plan Phase I City of Tampa, FL:

Engineer intern. McKim & Creed provided engineering services for phase 1 of the project, which included; review of the historical and ongoing projects, reports and studies; initial observation and familiarization of the plant; and a conceptual level assessment of major equipment within the facility and the current operations.

Marshall St. Lab and East APCF Generator Improvement Project | City of

Clearwater (David Porter), Clearwater, FL: Engineer intern. Project included demolition of two standby generator systems and the consolidation into one single standby generator which was mounted on a raised concrete platform with hurricane rated enclosure. New power ductbanks and switchgear were installed along with four new transfer switches. Complete bulk fuel and day tanks were also part of the project. Controls of these system were a combination of hardwired and Ethernet over a fiber media.

Water Treatment Plant Biological Treatment Unit | Manatee County, FL:

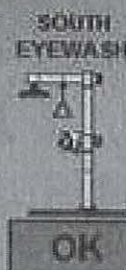
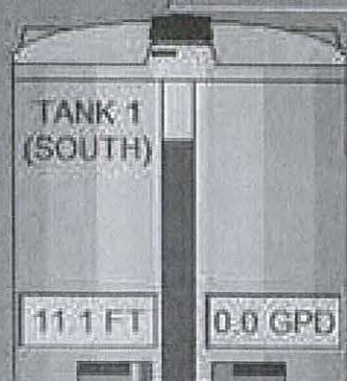
Engineer intern. Provided design, permitting, bidding and construction phase services needed for the WTP Biological Treatment Unit (BTU). Electrical design called for upgrades and addition to existing medium voltage (MV) plant distribution system with the addition of MV breakers and 2000kVA transformers, new MV feeders to raw water pumping stations, and 1500kVa plant process transformers, motor control centers and switchgear.

User: None

DISINFECTION PROCESS AND CONTROLS

SODIUM HYPOCHLORITE

	PUMP 1	PUMP 2	PUMP 3
MODE	AUTO	AUTO	AUTO
STATUS	OFF	RUNNING	OFF
SPEED	0.0 %	46.1 %	0.0 %
CAPACITY	38.0 GPH	38.0 GPH	38.0 GPH
STROKE LENGTH	152.0 SPM	152.0 SPM	152.0 SPM
COMMANDS	START/STOP	START/STOP	START/STOP
	RESET	RESET	RESET
	Manual Start OFF	Manual Start OFF	Manual Start OFF



BISULFITE

	PUMP 1	PUMP 2
SPEED	74.1	
FEED RATE	0.0 GPD	24.0 GPD
PUMP CAPACITY	120.0 GPD	120.0 GPD
COMMANDS	START/STOP	START/STOP

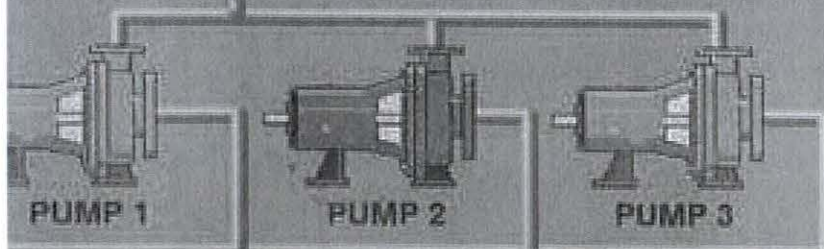
CLEARWELL CL2
RESIDUAL

0.30 PPM

MODE:

MOD

- (0) = OFF
- (1) = MANUAL
- (2) = FLOW
- (3) = FLOW



FLOW SELECTION

	CCC	CCC	FILTER
N	6.1 MGD		5.0 MGD
S	0.0 MGD		

CHL
CHAN
NORT

IN

IN

Disinfection Process

Disinfection Process

City of Clea

7

TAB 7: LOCATION OF PERSONNEL

7 LOCATION OF PERSONNEL

In this section, we have provided a map (below) outlining the location of our proposed team and their respective locations, as well as an organizational chart on the following page. In addition, Table 1 on the following page includes information about our team's location, years of experience, and technical competencies relative to the scope of work identified in this RFP.

Our Instrumentation and Electrical (I&E) group is fully capable of responding quickly to the City's work authorizations. Our staff members are multifaceted in I&C and electrical design and implementation and capable of performing SCADA, PLC, HMI, communication, and electrical repair, maintenance and training.

McKim & Creed will manage and execute assignments, minimizing City involvement to where it is most needed, thus saving your valuable time for other duties.



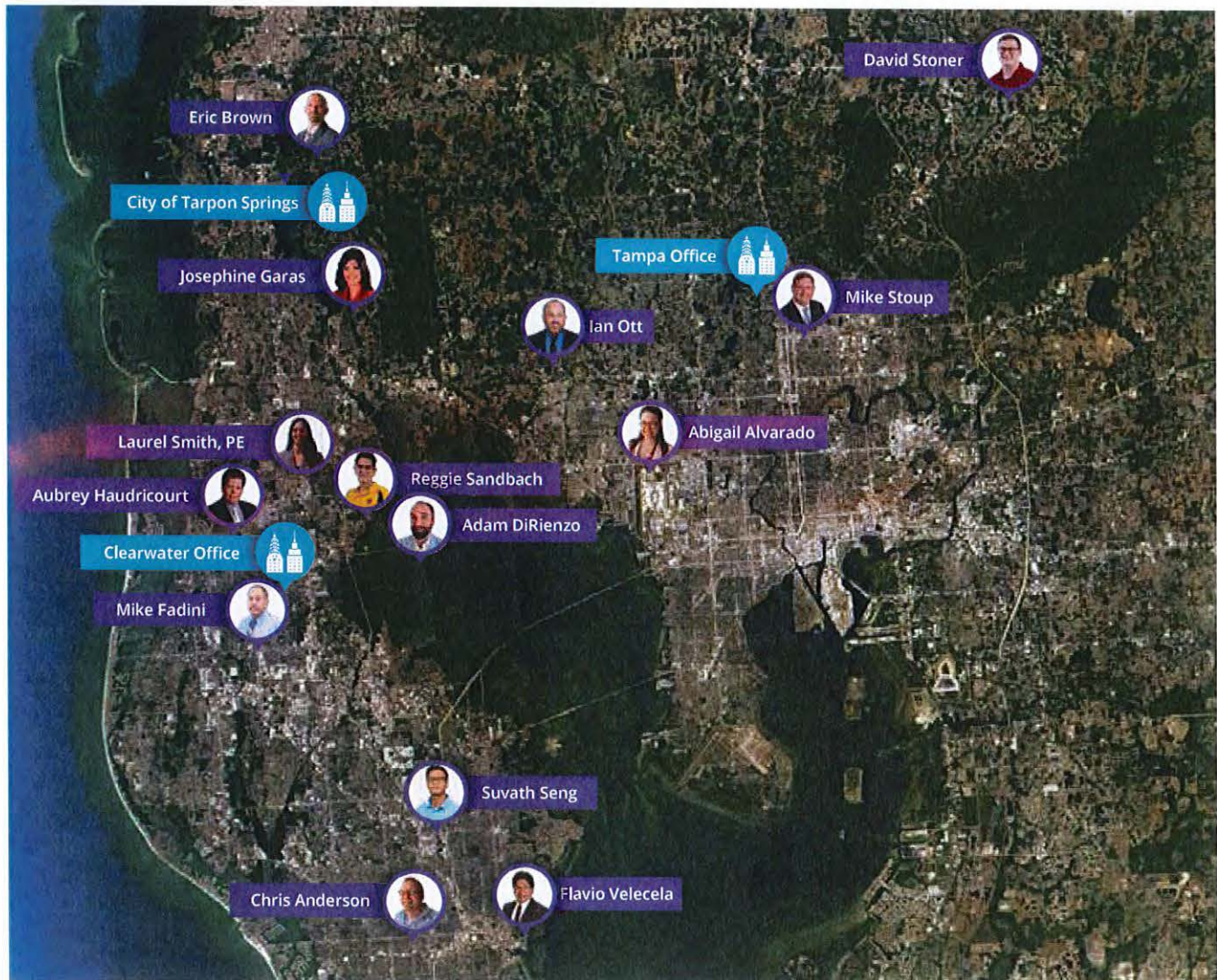
Personnel Fast Facts:

13

LOCAL SCADA
PERSONNEL

150+

COLLECTIVE YEARS
OF EXPERIENCE



Map | Team's Location



TEAM'S TECHNICAL COMPETENCY

Table 1 | Team's Experience, Location & Technical Competency

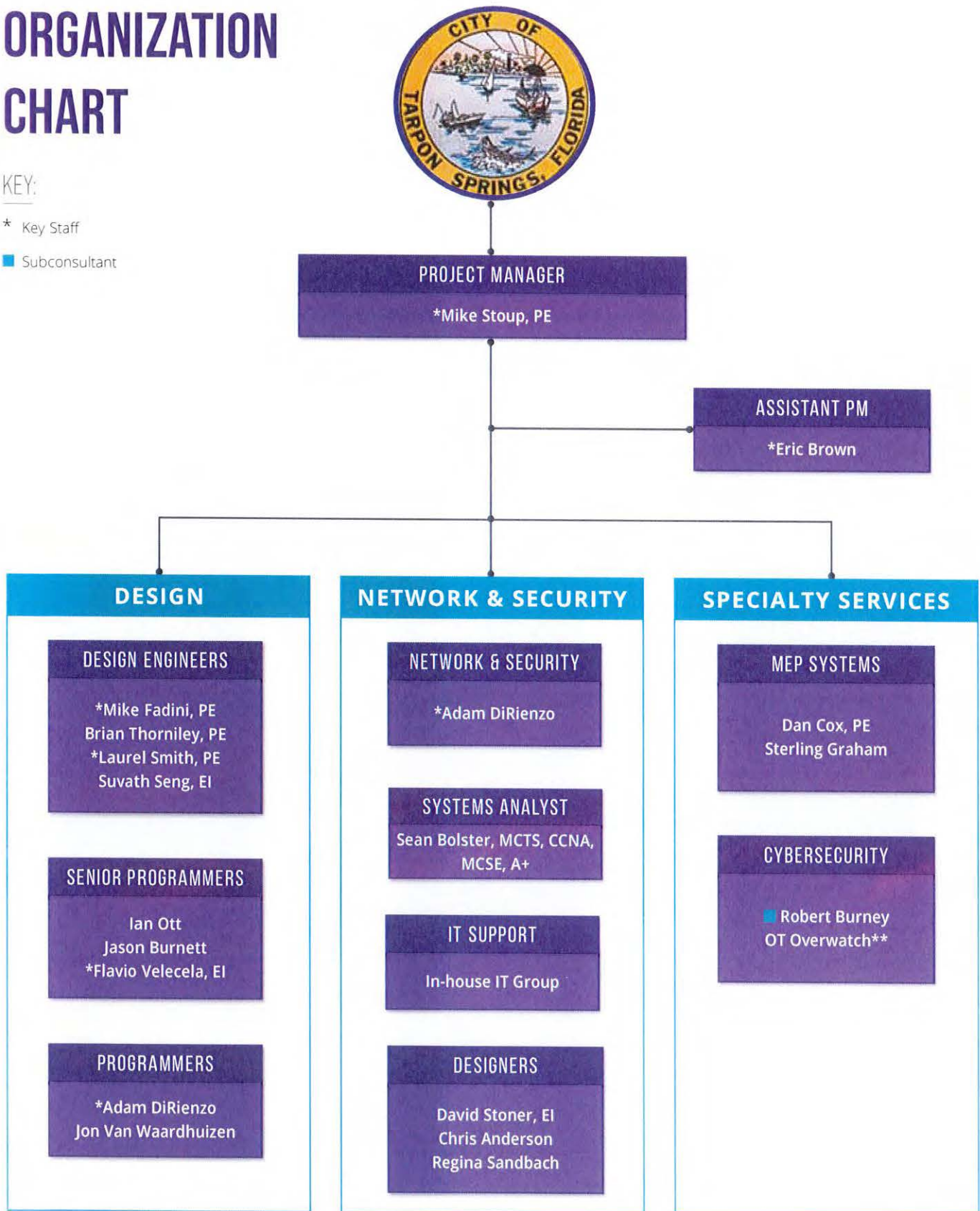
Name	Location	Years Experience	TEAM'S TECHNICAL COMPETENCY					
			SCADA	ELECTRICAL	GE POWER DISTRIBUTION	MOTOR CONTROL CENTER EQUIPMENT	SERVER + NETWORKING	CYBERSECURITY
Mike Stoup, PE	Clearwater, FL	28	•	•		•	•	•
Eric Brown	Clearwater, FL	29	•	•	•		•	•
Mike Fadini, PE	Clearwater, FL	36		•	•	•		
Brian Thorniley, PE	Clearwater, FL	32	•	•		•	•	
Laurel Smith, PE	Clearwater, FL	8		•	•	•		
Suvath, Seng, EI	Clearwater, FL	6		•	•	•		
Ian Ott	Clearwater, FL	13	•				•	•
Adam DiRienzo	Clearwater, FL	12	•				•	•
Jon Van Waardhuizen	Sarasota, FL	2	•				•	
Jason Burnett	Sarasota, FL	15	•				•	•
David Stoner, EI	Clearwater, FL	3		•	•	•		
Chris Anderson	Clearwater, FL	21		•	•	•		
Regina Sandbach	Clearwater, FL	12		•		•		
Dan Cox, PE	Clearwater, FL	13		•	•	•		
Flavio Velecela, EI	Clearwater, FL	24	•			•	•	•
Sean Bolster	Tampa, FL	16					•	•
Chris White	Clearwater, FL	26	•			•	•	
Sterling Graham	Clearwater, FL	12		•	•	•		
Robert Burney	Sarasota, FL	16					•	•

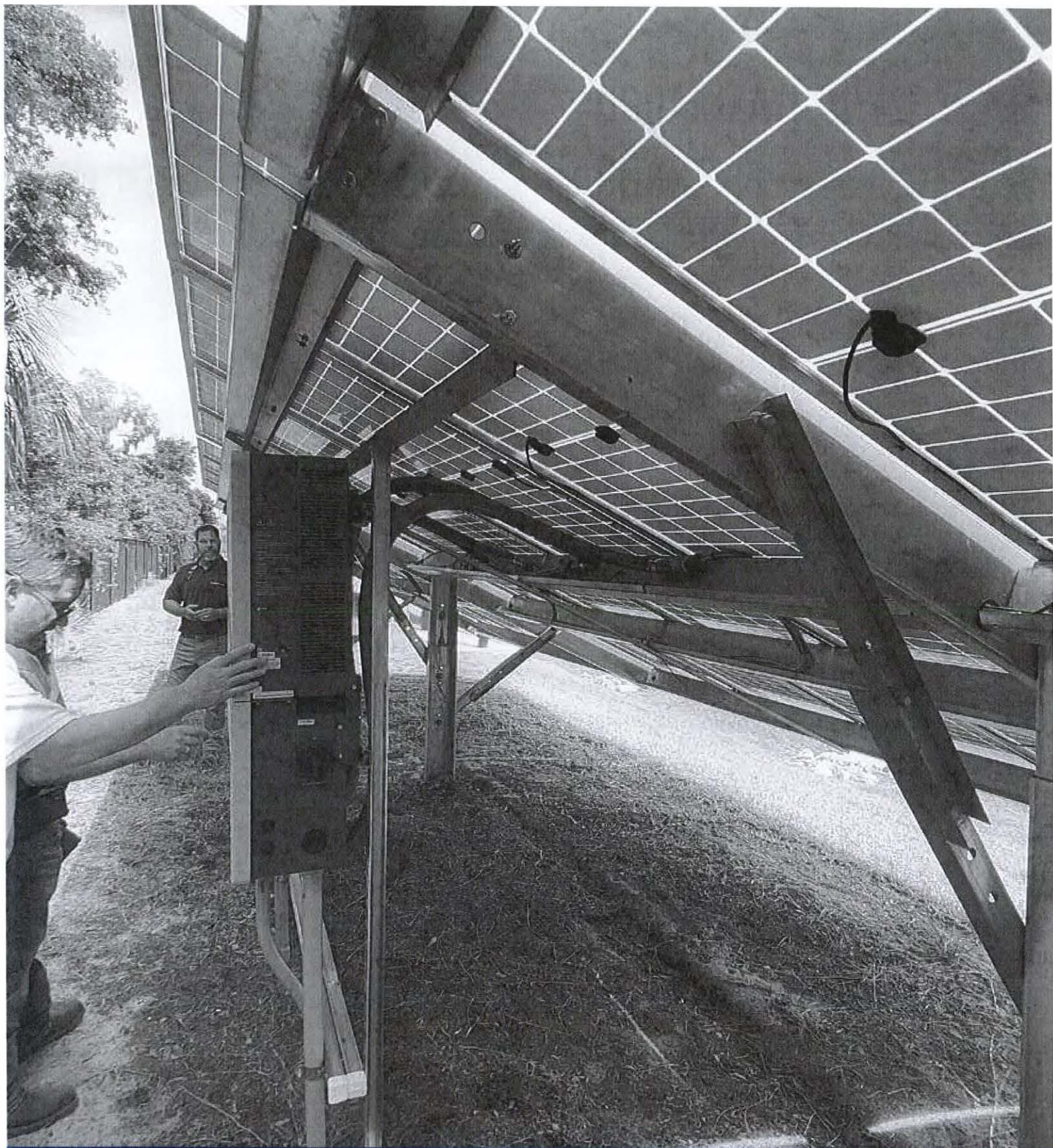
ORGANIZATION CHART

KEY:

* Key Staff

■ Subconsultant





8 TAB 8: FORMS

RFP No. 230139-P-AS
Electrical, Instrumentation, and Control System Services
REFERENCES – INCLUDE IN TAB 4

#1 Agency	Charlotte County Utilities	
Address	3100 Loveland Blvd	
City, State, Zip	Port Charlotte, FL 33980	
Contact Person	Peter Giannotti	
Telephone:	941-626-0013	Email: Peter.giannotti@charlottecountyfl.gov
Date(s) of Service	2016-Present	
Type of Service	As-Needed, Electrical, I&C, Networking	
Comments		
#2 Agency	City of St. Petersburg	
Address	1650 3rd Ave N, St.	
City, State, Zip	St. Petersburg, FL 33713	
Contact Person	Paul Mac	
Telephone:	727-892-5666	Email: Paul.Mac@stpete.org
Date(s) of Service	2002-Present	
Type of Service	As-Needed, I&C programming, I&C design, Networking	
Comments		
#3 Agency	Manatee County	
Address	3333 Lena Road	
City, State, Zip	Bradenton, FL 34211	
Contact Person	Christian Collins	
Telephone:	941-920-2083	Email: chris.collins@mymanatee.org

Date(s) of Service	2002-Present	
Type of Service	As-Needed, Electrical Design, I&C programming, I&C design, Networking	
Comments		
#4 Agency	Citrus County	
Address	3600 W. Sovereign Path	
City, State, Zip	Lecanto, FL 34461	
Contact Person	Gary Loggins	
Telephone:	352-302-6152	Email: GARY.LOGGINS@citrusbocc.com
Date(s) of Service	2002-Present	
Type of Service	As-Needed, I&C programming, I&C design, Networking	
Comments		
#5 Agency	City of Oldsmar	
Address	300 Commerce Blvd	
City, State, Zip	Oldsmar, FL 34677	
Contact Person	Johna Jahn	
Telephone:	JJahn@myoldsmar.com	Email: Paul.Mac@stpete.org
Date(s) of Service	2002-Present	
Type of Service	As-Needed, Electrical, I&C, Networking	
Comments		

NON-COLLUSION AFFIDAVIT

I, Mike Stoup, PE, depose and say that:

1. I am Vice President of the firm of McKim & Creed, Inc., the firm submitting the response described in this Request for Proposals for: RFP 230139-P-AS, Electrical, Instrumentation, and Control System Services and that I executed the said response with full authority to do so:

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

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

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

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

Signature of Bidder: Mike Stoup Date: 6/12/2023

STATE OF: Florida CITY OF: Hernando

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this June 12 day of 2023.

NOTARY PUBLIC

My Commission Expires: 4/5/2027



DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: June 13, 2023

Signature: 

Company: McKim & Creed, Inc.

Name: Mike Stoup, PE
(Typed or Printed)

Address: 1365 Hamlet Ave
Clearwater, FL 33756

Title: Vice President

Phone No: 727.442.7196

E-Mail: MStoup@mckimcreed.com

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company)

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

Signature 

Date: 6/12/2023

STATE OF: Florida CITY OF: Hernando

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

NOTARY PUBLIC

My commission expires: 4/5/2027



MINIMUM INSURANCE REQUIREMENTS

1. Insurance

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

A. The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current A.M. Best Company, Inc. Key Rating Guide. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Broad Form Property Damage and Fire Legal Liability(Per Occurrence)	\$50,000
2.	Automobile Liability	
	Each Occurrence Combined Single Limit	\$1,000,000
	General Aggregate	\$1,000,000
3.	Worker's Compensation	\$1,000,000
4.	Employer's Liability	
	Each Accident	\$1,000,000
	Disease Each Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, c/o Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor

from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.

4) City of Tarpon Springs shall be endorsed to the required policy or policies as an "Additional Insured" or "Additional Named Insured", endorsed on the policy/policies.

5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

- C. Cyber Liability Technology:** Including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, prior to performing services, Contractor will provide to the owner a certificate of insurance including Cyber Security Insurance Coverage in the event of data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance during Agreement's term shall constitute a material breach of the Agreement.

DATA SECURITY: The parties agree to abide by and maintain adequate security measures, consistent with industry standards and best practices to protect Confidential Electronic data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

1. Data Encryption both at rest and in transit.
2. Strong Authentication and Appropriate Access Control for any data shares.
3. Data Classification clearly labeling the sensitivity of shared information defined as classified or sensitive.

has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City of Tarpon Springs.

4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal.

Proposer: Mike Stang (signature)

PROPOSAL FORMS

FIRM INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: McKim & Creed, Inc.

Address 1: 1365 Hamlet Ave

Address 2: _____

City: Clearwater

State: FL

Zip Code: 33756

Phone Number: 727.442.7196

Fax Number: _____

Project Contact: Mike Stoup, PE

e-mail address: MStoup@mckimcreed.com

Remittance (Payment) Mailing Information

Address 1: 1365 Hamlet Ave

Address 2: _____

City: Clearwater

State: FL

Zip Code: 33756

Phone Number: 727.442.7196

Fax Number: _____

Project Contact: Mike Stoup, PE

e-mail address: MStoup@mckimcreed.com

Federal Tax ID No.: _____

56-2136769

Tax ID Type: x Federal Tax ID Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:

- (a) Proposer has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
<u>5.22.23</u>	<u>1</u>	_____	_____
<u>5.30.23</u>	<u>2</u>	_____	_____

- (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.
 - (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer

SUBMITTED BY:
MCKIM & CREED | CLEARWATER, FL
www.mckimcreed.com



MCKIM & CREED
ENGINEERS SURVEYORS PLANNERS

**ATTACHMENT A
Proposal Pricing Form**

ELECTRICAL AND INSTRUMENTATION AND CONTROL SYSTEM SERVICES

RFP No. 230139-P-AS

Include Attachment A - Proposal Pricing Form with RFP Response

Proposer will ***furnish goods/provide all services*** in accordance with the Contract Documents for the unit prices shown below:

Estimated Annual Amount for Services Pursuant to the Solicitation:

Item #	Year	Total for Year
1	Year 1	\$ 340,950.00
2	Year 2	\$ 351,178.50
3	Year 3	\$ 361,713.86
4	Year 4	\$ 372,565.27
5	Year 5	\$ 383,742.23
		Grand Total \$ 1,810,149.85

Item #	Title	Days/Hours	Rate per Hour	Estimated Hours	Total for Year 1
1	Senior Programmer	M-F 7:30 a-5:00 p	\$ 185.00	300	55,500.00
		Nights/Weekends or Holidays	\$ 185.00	30	5,500.00
2	Programmer	M-F 7:30 a-5:00 p	\$ 155.00	400	62,000.00
		Nights/Weekends or Holidays	\$ 155.00	40	6,200.00
3	Field Technician	M-F 7:30 a-5:00 p	\$ 95.00	400	38,000.00
		Nights/Weekends or Holidays	\$ 130.00	40	5,200.00
4	Design Engineer	M-F 7:30 a-5:00 p	\$ 190.00	300	57,000.00
5	Senior Engineer	M-F 7:30 a-5:00 p	\$ 205.00	300	61,500.00
6	Principal / Subject Matter Expert	M-F 7:30 a-5:00 p	\$ 250.00	200	50,000.00
		Grand Total			\$340,950.00

Repair Parts and Subconsultant Services (if necessary) Mark Up: 10 % (must not exceed 15%)

(Back-up for materials and subconsultant costs must be included with invoices)

Senior Programmer: This classification would typically be utilized for complex or advanced modifications and customization of the instrumentation and control system, with a focus on software and network components, such as the creation of new programs or major updates to control systems.

Programmer: This classification would typically be utilized for modifications and customization of existing instrumentation and control system, with a focus on software and network components.

Field Technician: This classification would typically be utilized for repair, modification, troubleshooting, calibration, and installation of hardware components of the utility control system, such as online instruments, analyzers, meters, PLCs, control panels, and other related components of the electrical and instrumentation and control system.

Design Engineer: This classification would typically be utilized for designing, permitting, procuring, and implementing new control systems or electrical systems and providing CAD drawings for upgrades.

Senior Engineer: This classification would typically be utilized for designing, permitting, procuring, and implementing new control systems or electrical systems and providing CAD drawings for upgrades. This classification would also be used for project management or oversight of projects and would typically be required to possess a Professional Engineer license in the State of Florida.

Principal / Subject Matter Expert: This classification would typically be utilized for individual team members with specific expertise, experience, and responsibility in a particular field. This classification would also be utilized for senior managerial staff involved in the project management or oversight of larger or more complex projects. Typical titles associated with this level of work might include Principal Engineer/Scientist, Project Director, Group Lead/Manager, Practice Leader, or similar roles.

OFFER SUBMITTED BY: Mike Stoup, PE | McKim & Creed, Inc. on June 13, 2023.



Project Administration Department


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

Memorandum

Date: July 25, 2023
To: Mark LeCouris, City Manager
From: Bob Robertson, P.E., Project Administration Department Director
Subject: Whitcomb Bayou Coastal Resilience and Funding Strategy Update

Staff and the City's Consultant, Arcadis, will present an update on the subject project to the Board of Commissioners at the July 25, 2023, Regular Session meeting.

The presentation will provide an update on the recommended project design elements, estimated construction costs, and an update on proposed grant funding strategies. The presentation slides are attached.



Whitcomb Bayou Grant Application Development & Additional Design & Analysis

Project Summary Presentation

July 2023

Agenda

- 1 **Recap of Alternatives Analysis**
- 2 **Hybrid Earth Berm and T-Wall Summary**
- 3 **Project Funding**
- 4 **Questions**

Recap of Alternatives Analysis

Alternatives considered

The following alternatives were vetted by the community and evaluated for environmental impacts, community impacts and cost:



Hybrid Earth Berm and T-Wall Summary

Additional Analysis of Shoreline Protection Hybrid Alternative



-



Hybrid: Earth Berm and T-wall

Proposed structure locations



- Earth Berm
4,320 feet
- Earth Berm / T-Wall
535 feet
- Road/Intersection Raising
345 feet



LEGEND: █ EARTH BERM █ EARTH BERM/T-WALL █ RAISED ROAD

Living Shoreline

Portions of the hybrid alternative will include living shoreline components as feasible

Living shorelines are green infrastructure that may include vegetation and other natural materials like oyster beds, sand or rock

They can reduce flooding/erosion, enhance water quality/habitat, and provide other environmental and social benefits



Stoplog Structure



Project Costs

Flood Protection Element	Length (feet)	Cost
Earth Berm	4,320	\$2,661,000
Earth Berm / T-Wall	535	\$1,000,000
Road Raising	345	\$507,000
Stop Logs at Bridge	50	\$6,000,000
AquaFence	35	\$25,000
Design / Investigation Costs		\$605,000
Total		\$10,798,000

Benefit Cost Analysis

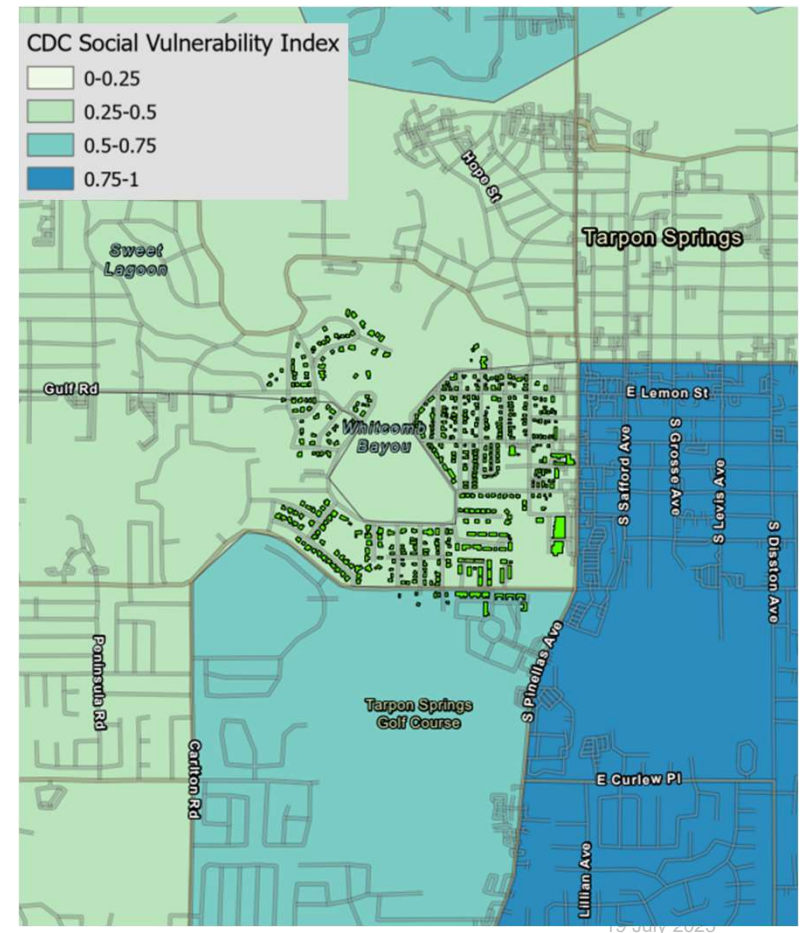
BCA ratio : 1.9

Avoided Damage Type	Avoided Damages in USD
Avoided residential structure damages	\$11,000,000
Avoided non-residential structure damages	\$2,400,000
Avoided residential structure contents damages	\$15,000,000
Avoided non-residential structure contents damages	\$2,000,000
Avoided residential structure displacement costs	\$2,500,000
Avoided non-residential structure displacement costs	\$88,000
Total Avoided Damages	\$33,000,000

SOCIAL VULNERABILITY

PROJECT AREA CDC SOCIAL VULNERABILITY INDEX

- Demographic variables include:
 - Socioeconomic status (below poverty, unemployed, income, no high school diploma)
 - Household composition and disability (aged 65 or older, aged 17 or younger, civilian with disability, single parent households)
 - Minority status and language
 - Housing type and transportation (multi-unit structures, mobile homes, crowding, no vehicle, group quarters)
- The structures protected from the proposed project fall within the 0.25 to 0.5 range for the CDC Social Vulnerability Index
- The two Census tracts located southeast of the benefiting projects area both exceed a 0.6 SVI



Project Funding

Grant Program Next Steps

We will continue to identify appropriate funding opportunities

Potential upcoming opportunities include:

- NOAA Climate Resilience Regional Challenge
- Resilient Florida Program
- CDBG

Questions

Thank You

For questions or comments please contact:

Melissa Hew, CFM, Senior Management Consultant – Urban & Community Resilience Team

Melissa.Hew@arcadis.com

Paul Walansky, PE, Principal Engineer – Coastal Modeling Team

Paul.Walansky@arcadis.com

MEMORANDUM

Date: July 19, 2023

From: Costa Vatikiotis, Mayor

To: Board of Commissioners

Subj: Proposed Schedule for City Manager Candidate Interviews

Recommendation: Approve the city manager candidate interview process as described in the Mayor's memorandum of July 19, 2023.

Background: The attached notes and schedule are for your consideration for the interviews on August 5th. They are based on having three candidates. The actual number will not be known until Slavin Associates finishes its work. We could have one or up to five and the schedule would be the same.

The process is a little more involved than what was discussed with Mr. Slavin at the work session. The details have been worked out with the City Manager and the City Clerk. I recalled sometime earlier that we said we would include the business community and other members of the public in the selection process. The approach described below, I hope, satisfies that intent given only one day for the interviews.

The morning's "meet and greet" is for the business community and the City's not-for-profit organizations. The "not-for-profit" invitations are being sent to participants of the Greater TS Community Council. The invitations will not be sent until the Commission approves this process. It includes over 20 organizations. The business community will be from the Chamber of Commerce and the Merchants Association. We are also inviting Advent Health North Pinellas, St. Petersburg College, the Historical Society, the Greek Community, and the CAP Organization.

The City Manager will be arranging his staff to meet the candidates as opportunities arise during the day. Two staff members will be escorting each candidate to lunch.

On August 5th, we will have a couple of choices at the end of the special session. We can decide on a candidate that evening. We can mull it over and provide ourselves an opportunity to ask others in the community their thoughts and decide at the regular session of August 8th. We also do not need to choose and continue the search. Of course, there are the risks of the candidates taking another position over the three days between the 5th and the 8th, or we may not have as good quality candidates in the future.

In any case, the traditional approach after choosing a candidate is to authorize the City Attorney to negotiate the terms of a contract with the prospective City Manager. I would think our attorney in this matter would be Mr. Salzman given his background. I also wish to state here that City Manager Lecouris also has terms in his contract that must be considered as part of this transition. He may wish to convert those terms to something else. I'll leave it to you to discuss with Mr. Lecouris his thoughts on the matter when we get to that point. However, here too, I believe the City Attorney should negotiate Mr. Lecouris's terms, as well. There are other factors, as well, concerning Mr. Lecouris that should be addressed, but that will also include thoughts from the new City Manager.

Thank you.

City Manager Candidate Schedule of Events

Saturday, August 5, 2023

1. Candidate Interviews from 9 a.m. to 4:30 p.m.
2. Special Session 5:00 p.m. - City Hall Auditorium
3. Meet & Greet 11:00 a.m. - Heritage Museum
4. Lunch & mini tour at Noon. City Staff to host each candidate individually.
5. Break from 4:30 p.m. to 5:00 p.m.

City Manager Candidate Schedule of Events

Saturday, August 5, 2023

	<u>Comm. Eisner</u>	<u>Vice Mayor Lunt</u>	<u>Mayor Vatikiotis</u>	<u>Comm. Koulianos</u>	<u>Comm. Koulias</u>
9:00 AM	C1	C2	C3		
10:00 AM		C1	C2	C3	
11:00 AM	Community Meet & Greet - Heritage Museum (1 hour)				
Noon	Lunch and mini tour with City Staff (1 ½ hrs.)				
1:30 PM			C1	C2	C3
2:30 PM	C3			C1	C2
3:30 PM	C2	C3			C1
4:30 PM	<i>Break</i>				
5:00 PM	Special Session Public Meeting - City Hall Auditorium				

(COMMISSIONERS ONLY NEEDED FOR INTERVIEWS AND SPECIAL SESSION)

MOSES TUCKER PARTNERS #22-141

Planning and Zoning Board – July 17, 2023

Board of Commissioners – July 25, 2023 & August 8, 2023





PUBLIC HEARING TIMELINE

February 27, 2023 Hearing – With a vote of 3 to 2, the Board recommended denial of Ordinance 2023-05. The Board's overall concerns were the expanded list of potential permitted uses in comparison to the current allowances and the potential impacts to the Brittany Park Townhomes.

March 20, 2023 Request for Rehearing – With a vote of 3 to 2, the Board voted to rehear this application with the corrected R/O/R use and density/intensity allowances.

April 17, 2023 Rehearing – With a vote of 5 to 1, the Board recommended denial of Ordinance 2023-05. The Board's overall concerns were the potential impacts to the Brittany Park Townhomes and increased FAR allowance.

June 13, 2023 BOC Hearing – BOC voted to send application back to the Planning & Zoning Board to consider additional information (Brittany Park Agreement).

July 17, 2023 Planning & Zoning Board Hearing – With a vote of 4 to 1, the Board recommended approval of Ordinance 2023-05. There was one member of the public representing Brittany Park Townhomes who spoke in favor of the application.

SUMMARY OF REQUEST

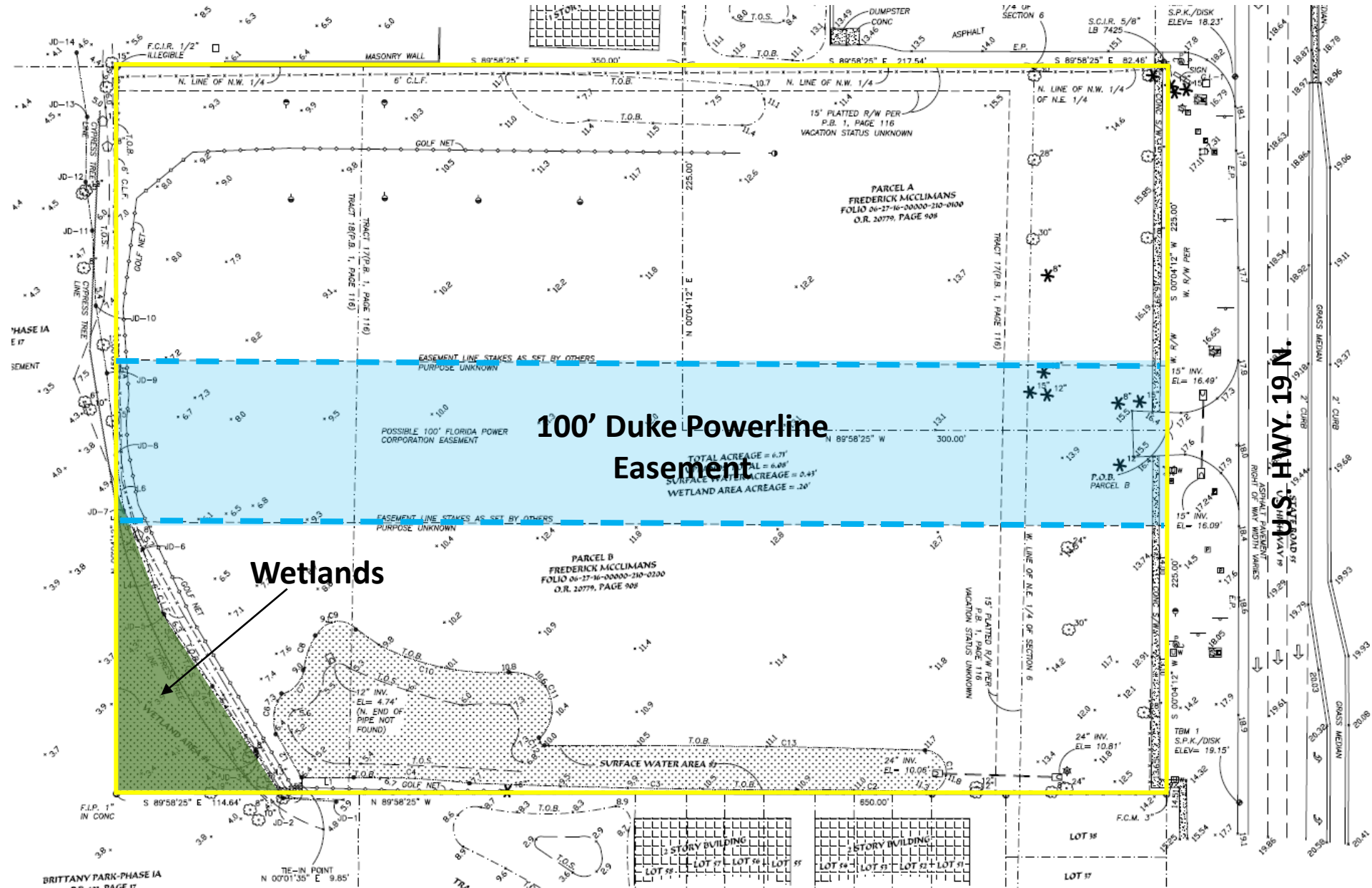
- **#22-141 – Ordinance 2023-05** Future Land Use Map Amendment (FLUM)
 - Location: 44098 US Highway 19 N.
 - Land Use:
 - Current: R/O/R (Residential/Office/Retail)
 - Proposed: CG (Commercial General) & P (Preservation)
 - Zoning:
 - Current: HB (Highway Business)
 - Property Features
 - 6.71 acres (Upland = 6.51 acres / Wetland = 0.2 acres)
 - Vacant, formerly operated as a commercial golf driving range
- **Applicant:** Moses Tucker Partners
- **Owner:** Frederick & Jane McClimins
- *Request to amend FLUM designation to be consistent with the current HB (Highway Business) zoning and to remove requirement to develop mixed-use.*



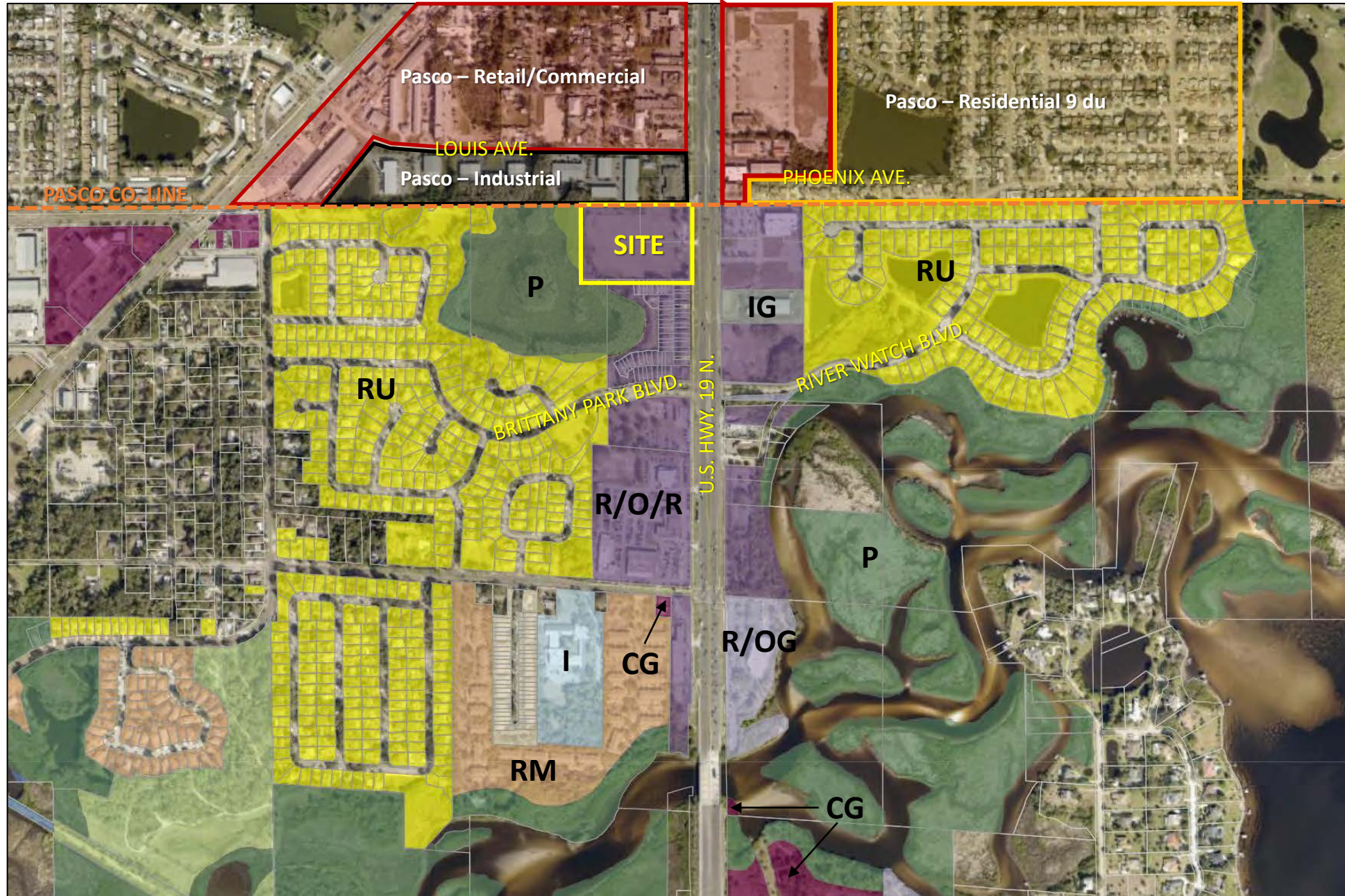
LOCATION & CONTEXT



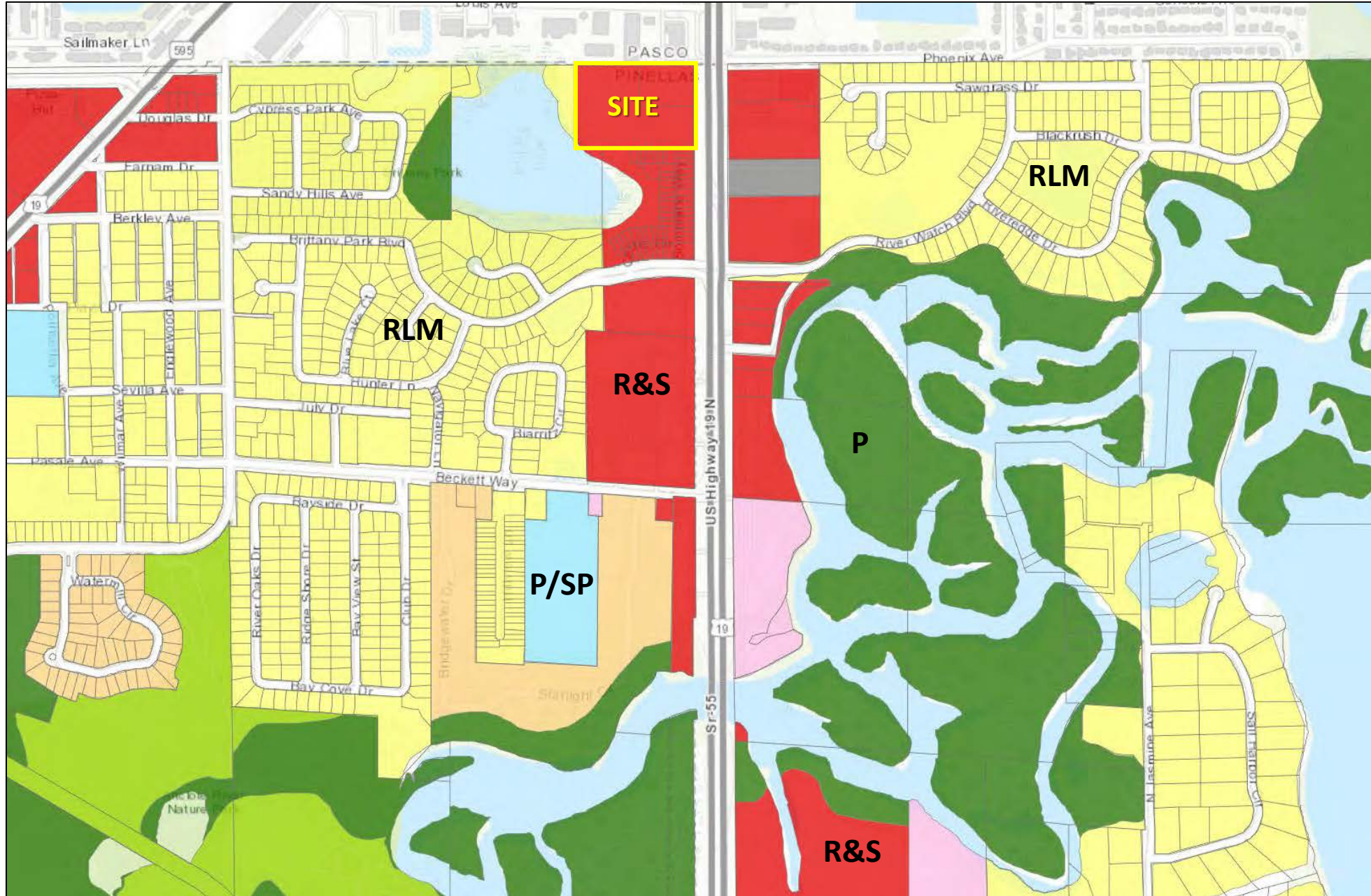
SURVEY



FUTURE LAND USE MAP - CURRENT



COUNTYWIDE MAP



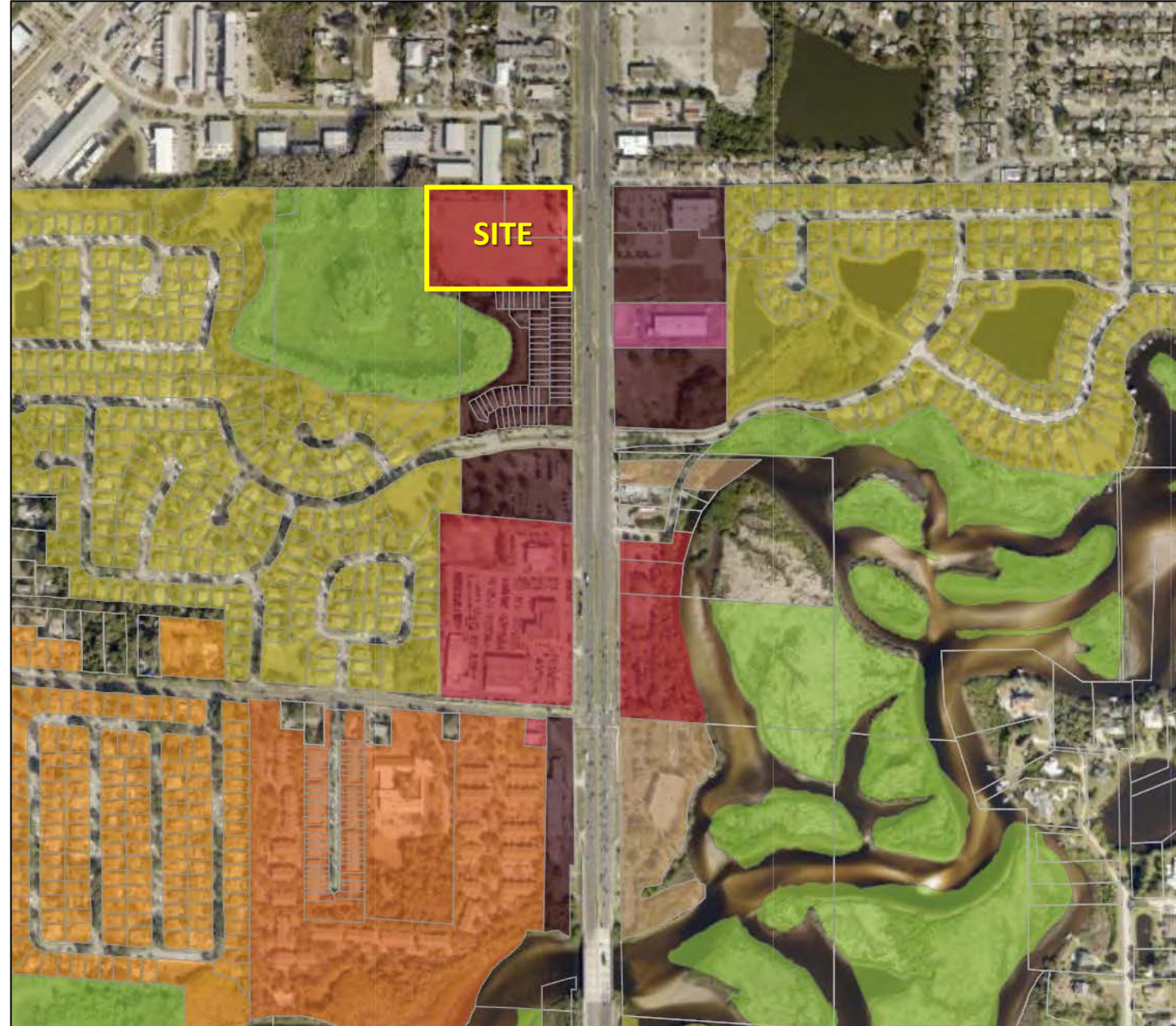
LAND USE CATEGORY COMPARISON

	Current FLU: R/O/R	Proposed FLU: CG	
Intent	To allow and encourage a range of complimentary uses in close proximity to facilitate shorter vehicle trips and alternative transportation choices such as walking and cycling. <i>All mixed-use categories shall require a mixture of uses distributed as follows: Residential (5%-30%) and Nonresidential (70%-95%).</i>	To designate existing commercial areas which may be either highway or commercial oriented and include uses of varying degree and intensity.	
Primary Uses	Office Retail Personal Services Transient Accommodations Residential	Not Subject to Acreage Thresholds: Personal Service/Office Support Retail Commercial Transient Accommodation Wholesale Distribution Storage/Warehouse Commercial Commercial Recreation Research/Development Light Manufacturing/Assembly	Subject to 5 Acre Maximum: Residential Residential Equivalent Institutional Transportation/Utility
Secondary Uses	Public Education Facilities Institutional Public/Semi-Public Research and Development	N/A – See acreage limitations above	
Max. Density	15 du/ac	15 du/ac	
Max. FAR	Commercial Uses - 0.20 FAR Office Uses – 0.30 FAR	0.45* FAR *HB Zoning Limits FAR to 0.40	
Max. ISR	0.75 ISR	0.85 ISR	

ZONING CONSIDERATIONS

HB (Highway Business)

- Most intensive commercial district that allows for a range of commercial, office, and light industrial uses.
- Multifamily Residential only allowed with conditional use approval.



ZONING CONSIDERATIONS

HB (Highway Business)

If amendment is approved, additional potential uses:

- **Permitted By Right:**
 - Bowling Alley
 - Commercial Recreation Facilities
 - Construction Equipment Sales/Rental (Light)
 - Light Printing Establishments
 - Light Utility Service
 - Transportation Terminal
- **Conditional Use (Public Hearing Process):**
 - Billiard Halls, Arcades and Game Rooms
 - Communication Towers
 - Construction Material Establishments
 - Construction Service Establishments
 - Heavy Utility Service
 - Landscape Service Establishment
 - Light Manufacturing
 - Miniwarehouse
 - Rental Service Establishment
 - Warehouses
 - Wholesale Trade



REVIEW CRITERIA – FLUM AMENDMENT

Consistency with Florida Statutes

- Qualifies as a ‘small-scale development amendment’
- Does not require any text changes and is not located in an area of critical concern.

Consistency with Comprehensive Plan GOPs

- Applicable GOPs
 - FLU Goal 2; FLU Objective 2.1; FLU Goal 3; FLU Policy 3.4.5; FLU Policy 6.4.3; Conservation Policy 1.6.7; Property Rights Policy 1.1.2.
- The allowable uses, densities and intensities of the requested CG land use category are consistent with those permitted within the HB (Highway Business) zoning district and are appropriate with the surrounding use along the US 19 corridor.
- Proposed CG category eliminates the requirement to have a residential component as a part of a future development, which is more consistent with the development pattern of the US 19 corridor.

Consistency with Countywide Plan

- Proposed CG and P categories do not require a countywide plan map amendment.

ADDITIONAL INFORMATION

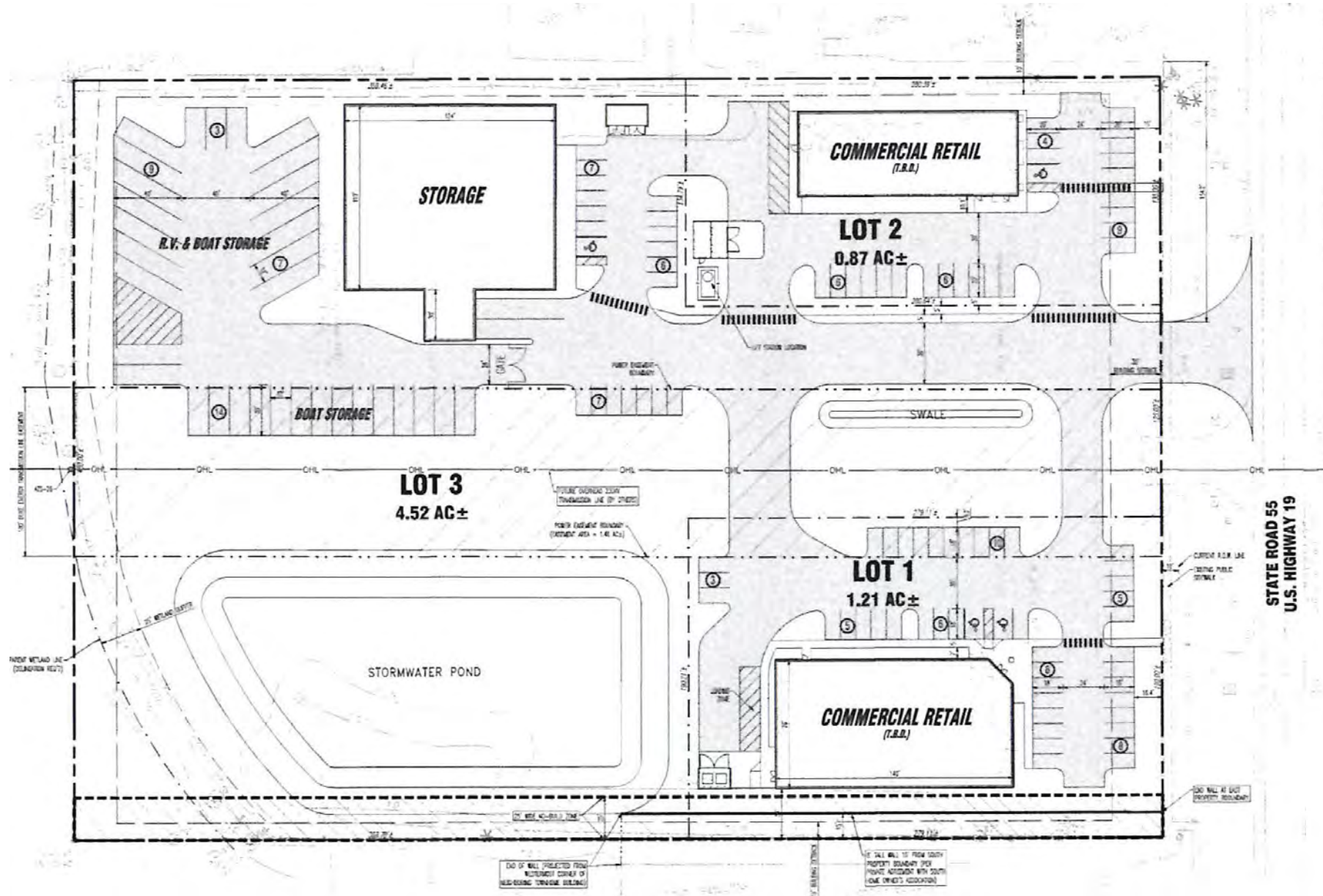
- An agreement (provided in staff report attachments) has been reached between the applicant and the adjoining Brittany Park Townhomes HOA.
- During the public hearing at the April 2023 meeting of the Planning and Zoning Board it was disclosed that an agreement was being negotiated between the applicant/developer and the Brittany Park Townhomes HOA. Details could not be discussed at that time.
- City is NOT a party to the agreement

ADDITIONAL INFORMATION

Agreement Details:

- To install an 8 ft wall and 8 ft fence along the property line. The wall will run along and approximately five (5) feet past the buildings and then a fence will continue until the wetland area. Both the wall and the fence will be maintained by MTP, with the wall being repainted at least once every 10 years;
- To screen the remainder of the property line in accordance with the City of Tarpon Springs Code;
- To limit the height of the building pad immediately adjacent to the neighbors to a single story 22' building;
- To limit the use of the building pad immediately adjacent to the neighbors to not allow the following uses: 1) fast food restaurants; (2) adult entertainment/sales; (3) car wash facilities; (4) gas/service stations; (5) car dealerships; or (6) tire/automotive repair stores;
- To limit the hours of operation of the building pad immediately adjacent to the neighbors from 6:00 a.m. to 10:00 p.m.;
- 25 year agreement
- Binds any subsequent purchaser of the property

CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT



SAMPLE RENDERING (STORAGE USE)



PRELIMINARY STAFF RECOMMENDATION

#22-141 - *Approval* of the **Ordinance 2023-05**, Future Land Use Map amendment from R/O/R (Residential/Office/Retail) to CG (Commercial General) & P (Preservation).

Public Notice Provided – no written responses were received

On-Line Future Land Use and Zoning Map:

<https://gis.ctsfl.us/portal/apps/webappviewer/index.html?id=9596539ae16744b4af44d320f190c791>

Comprehensive Plan Elements:

<https://gis.ctsfl.us/portal/apps/webappviewer/index.html?id=9596539ae16744b4af44d320f190c791>

PLANNING & ZONING BOARD RECOMMENDATION

At the July 17, 2023, meeting, the Board recommended *approval* of Ordinance 2023-05 with a vote of 4 to1.

Public Comment – One member of the public representing Brittany Park Townhomes spoke in favor of the application.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[~~FEBRUARY 27, 2023~~ ~~APRIL 17, 2023~~ / ~~JUNE 13, 2023 & JUNE 27, 2023~~]
[JULY 17, 2023 / JULY 25, 2023 / AUGUST 8, 2023]

STAFF REPORT

Application No. / Project Title: #22-141 (Moses Tucker Partners)
Staff: Allie Keen, AICP, Senior Planner
Applicant / Owner: Moses Tucker Partners / Frederick & Jane McClimans
Property Size: **Total:** 6.71 acres
Uplands: 6.51 acres
Wetlands: 0.2 acres
Current Land Use: R/O/R (Residential/Office/Retail)
Proposed Land Use: CG (Commercial General) & P (Preservation)
Current Zoning: HB (Highway Business)
Location: 44098 U.S. Highway 19 North
Parcel ID(s): 06-27-16-00000-210-0200 & 06-27-16-00000-210-0100
Proposed Ordinance: **#2023-05**

BACKGROUND SUMMARY:

The applicant is requesting to amend the future land use map designation of the subject property from R/O/R (Residential/Office/Retail) to CG (Commercial General). Additionally, the applicant is seeking to amend the land use category of the 0.2 acre wetland area in the southwest corner of the site to P (Preservation).

At the February 27, 2023, meeting, the Planning and Zoning Board heard this request and recommend denial to the Board of Commissioners with a vote of 3 to 2. Following the hearing, staff realized incorrect information regarding the current land use category allowances was provided in the staff report and presentation. Staff cited the standards for the R/OG (Residential/Office General) category, rather than the R/O/R category. This resulted in incorrect use and density/intensity allowances being provided for the current land use designation.

At the March 20, 2023, meeting, the applicant requested the Planning and Zoning Board to rehear this application with the updated information at the next meeting. The Planning and Zoning Board voted to rehear the application, by a vote of 3 to 2, at the April 17, 2023, meeting. This application was readvertised, and the staff report and presentation have been updated (new information show in red).

Following the April 2023 meeting of the Planning and Zoning Board the applicant provided a signed letter from the developer and the adjoining Brittany Park HOA in advance of the June 13, 2023, Board of Commissioners (BOC) meeting. The agreement specifies certain buffering improvement, restricts certain heights, and uses and is effective for 25 years. It is provided as an attachment to this staff report. However, the City is NOT a party to this agreement, nor can it be a "condition of approval" to the land use amendment being requested by the applicant.



At the June 13, 2023, BOC meeting, the Board voted to send the application back to the Planning and Zoning Board in order to consider the additional information that was provided by the applicant. In addition to the signed letter, the applicant has also provided a copy of the signed agreement with Brittany Park, and a conceptual site plan with a sample rendering (storage use). Please note, the concept plan is provided for reference only and cannot be a condition of approval. The applicant will be required to submit a full site plan application, that will come back to the Board, if the current land use amendment is approved.

At the July 17, 2023, the Planning and Zoning Board reheard this application including the additional information (agreement, concept plan, and sample rendering) and recommended approval to the Board of Commissioners with a vote of 4 to 1. There was one member of the public representing the Brittany Park Townhomes spoke in favor of the application.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends **approval** of Ordinance 2023-05 amending the Future Land Use Map (FLUM) from R/O/R (Residential/Office/Retail) to CG (Commercial General) and P (Preservation).

PLANNING AND ZONING BOARD RECOMMENDATION (FROM APRIL 17, 2023 MEETING):

The Planning and Zoning Board, with 5 members in attendance, held a public hearing on this application at the February 27, 2023 regular meeting. With a vote of 3 to 2, the Board recommended denial of Ordinance 2023-05. The Board's overall concerns were the expanded list of potential permitted uses in comparison to the current allowances and the potential impacts to the adjacent Brittany Park Townhome development to the South.

At the March 20, 2023 Planning and Zoning Board meeting, the applicant requested a rehearing on this application due to an error in the staff report and presentation regarding the use and density/intensity allowances of the current future land use designation of R/O/R. Staff incorrectly cited the standards of the R/OG category rather than the R/O/R category. With a vote of 3 to 2, the Planning and Zoning Board voted to rehear the application at the April 17, 2023 hearing.

The Planning and Zoning Board, with 6 members in attendance, held the rehearing on this application at their regular meeting of April 17, 2023. With a vote of 5 to 1, the Board recommended denial of Ordinance 2023-05. The Board's overall concerns were the potential impacts to the adjacent Brittany Park Townhome development to the south and increased FAR allowance.

There were 2 members of the public, representing the Brittany Park Townhomes, who spoke on this item. Their primary concerns with the proposed amendment were buffering between their property and the subject property, noise, and height.

CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant/Undeveloped – Formerly used as a commercial golf driving range
Site Features:	Existing curb cut on US Highway 19 N, a few trees, and a 100-foot wide Duke Energy Easement
Vehicle Access:	This property gains access from US Highway 19 N.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	Pasco County – C3 (General Commercial)	Pasco County – IL (Industrial Light)



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

South:	CPD (Commercial Planned Development) – <i>Brittany Park Residential Development</i> LC (Land Conservation)	R/O/R (Residential/Office/Retail)
East:	CPD (Commercial Planned Development) IPD (Industrial Planned Development)	R/O/R (Residential/Office/Retail) IG (Industrial General)
West:	LC (Land Conservation)	P (Preservation)

PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The subject property currently has a future land use designation of R/O/R (Residential/Office/Retail) and zoning designation of HB (Highway Business). The applicant is requesting to amend the land use designation to the CG (Commercial General) category to support the current HB commercial zoning. Additionally, there is an approximately 0.2-acre portion of the subject property that are wetlands. The applicant is requesting to place that piece into the P (Preservation) land use category.
2. The 6.71 acre site is currently vacant and was formerly a commercial golf driving range that is no longer in operation.
3. The R/O/R future land use category is one of the mixed-use land use categories. Per the Future Land Use Element (FLU) Objective 2.3, all mixed-use land categories are required to provide for a mix of uses, subsequently requiring the future development of the subject property to include a residential component. According to the survey, there is a 100-foot wide Duke Energy powerline easement that runs through the center of the property. The applicant has indicated the presence of this easement and transmission line creates a compatibility issue for residential development.
4. With the exception of the Caliber Collision property on the east side of US 19, all properties north of the Anclote River have a land use designation of R/O/R or R/OG (Residential/Office General). Although all of these properties have the mixed-use land use designation, none have been developed as a mixed-use project. The most recent development along this stretch of US 19 was Caliber Collision, which went through a land use amendment and rezoning in order to develop an industrial use.
5. In addition to the site limitations due to the powerline easement, the applicant has indicated that the inconsistencies between the current zoning and land use present additional issues for future development. **The HB zoning district is the most intensive commercial district that allows for a range of commercial, office, and light industrial uses. If the proposed amendment is approved, the following outlines the permitted and conditional uses of the HB zoning district that would now be allowed:**
 - **Permitted by Right**
 - Bowling Alley
 - Commercial Recreation Facilities
 - Construction Equipment Sales/Rental (Light)
 - Light Printing Establishments
 - Light Utility Service
 - Transportation Terminal
 - **Conditional Uses (Public Hearing Process)**
 - Billiard Halls, Arcades and Game Rooms
 - Communication Towers
 - Construction Material Establishments (no outdoor storage)
 - Construction Service Establishments
 - Heavy Utility Service
 - Landscape Service Establishment
 - Light Manufacturing
 - Miniwarehouse
 - Rental Service Establishment
 - Warehouses



o Wholesale Trade

A full list of permitted and conditional uses for the HB zoning district that highlights what is currently allowed under the R/O/R land use designation is provided as an attachment to this report.

The subject site is currently zoned HB (Highway Business), which primarily permits a range of commercial uses. The HB district only allows residential use (multifamily dwellings) by conditional use. The current R/O/R land use designation only allows for business/professional offices, residential, public education facilities, institutional uses, recreation/open space, and community gardens, but does not allow for general retail commercial uses.

6. The subject property is located off US Highway 19 N. which is primarily a mix of commercial and industrial uses. There is an existing townhome development, Brittany Park, to the south of the subject property, however, this is the only residentially developed property along the US 19 corridor north of the Anclote River. The site sits on the Pinellas/Pasco County border. The adjacent Pasco County properties are primarily commercial, office, and warehouse uses.
7. The applicant has provided trip generation information for the proposed land use amendment using the Forward Pinellas traffic generation matrix in the Countywide Rules. The property is located within the R&S (Retail & Services) category, which is consistent with the proposed local land use category. The R&S category generates 433 daily trips/acre and the proposed Preservation category only 0.3 trips per acre. The current proposal slightly reduces the daily traffic calculation from 2,905 trips to 2,818 trips by placing the wetlands into preservation. The applicant has indicated that highway-oriented businesses tend to capture passer-by traffic, as opposed to the new trips generated by a residential development. At the time a development is proposed, the city may require a detailed traffic study and/or a Transportation Management Plan if the proposed use will generate more than 50 new peak hour trips.

REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT

The Future Land Use Map amendment is a legislative decision of the Board of Commissioners.

Consistency with Florida Statutes

According to F.S. 163.3187, a small scale development amendment may be adopted under the following conditions:

1. The proposed amendment involves a use of 10 acres or fewer.
2. The cumulative annual effect of the acreage for all small scale development amendments adopted by the local government does not exceed a maximum of 120 acres in a calendar year.
3. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan, but only proposes a land use change to the future land use map for a site specific small scale development activity.
4. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

Staff Analysis: The proposed amendment involves a 6.71-acre site and proposes a land use change for a site specific small scale development that would be consistent with the current HB zoning designation. The proposed amendment does not require any text changes to the City's Comprehensive Plan and is not located within an area of critical concern identified by the State (the Florida Keys).

Comparison of Current and Proposed Land Use Categories

The Future Land Use Map amendment is a legislative decision of the Board of Commissioners. The standards for the current and proposed future land use categories are summarized below. Please note, the provisions for the proposed P (Preservation) category are not provided because it is only being applied to the jurisdictional wetlands on the subject property.



	Current FLU: R/O/R	Proposed FLU: CG
Intent:	To allow and encourage a range of complimentary uses in close proximity to facilitate sorter vehicle trips and alternative transportation choices such as walking and cycling. All mixed use land categories shall require a mixture of uses distributed as follows within each category: Residential (5% to 30%), and Non-residential (70% - 95%). This requirement may be waived for parcels less than one acre.	To designate existing commercial areas which may be either highway or commercial oriented and include uses of varying degree and intensity.
Primary Uses:	Business/Professional Offices Residential Office Retail Personal Services Transient Accommodation Residential	Permitted Not Subject to Acreage Thresholds: Office Personal Service/Office Support Retail Commercial Commercial/Business Service Transient Accommodation Wholesale/Distribution Storage/Warehouse Commercial Commercial Recreation Research/Development Light Manufacturing/Assembly Recreation/Open Space Permitted Uses Subject to 5 Acre Maximum: Residential Residential Equivalent Institutional Transportation/Utility
Secondary Uses:	Public Education Facilities Institutional Transportation Utility Recreation/Open Space Ancillary Nonresidential Residential Equivalent Community Gardens Public/Semi-Public Research and Development	N/A – See Acreage Limitations Above
Max. Density:	15 dwelling units/acre	15 dwelling units/acre
Max. Floor Area Ratio (FAR):	0.40 FAR Commercial Uses - 0.20 Office Uses – 0.30	0.45 FAR*
Max. Impervious Surface Ratio (ISR):	0.75 ISR	0.85 ISR

*Although the CG land use category allows up to a 0.45 FAR, the HB (Highway Business) zoning district further restricts the maximum FAR to 0.40 which would apply to any future development of this property.



Applicable Comprehensive Goals, Objectives, and Policies

The Goals, Objectives and Policies (GOPs) of the City's Comprehensive Plan were reviewed. The applicable GOPs are listed below:

Future Land Use (FLU) Goal 2: *Land use designations are intended to protect community character, discourage urban sprawl, promote economic growth and promote compatibility between uses. The Future Land Use Map shall be the guiding mechanism that directs development through general category locations, descriptions, densities and intensities of future land use.*

FLU Objective 2.1: *The City of Tarpon Springs Future Land Use Map 2025 (FLUM) included in Appendix A of this Element characterizes the long term end toward which land use patterns in the City are ultimately directed. The FLUM also displays Future Land Use Categories for unincorporated areas in order to depict the relationship of the City's FLUM with other relevant jurisdictional areas.*

FLU Goal 3: *Ensure that new development and redevelopment is consistent with the public facility needs of current and future residents and discourages the proliferation of urban sprawl.*

FLU Policy 3.4.5: *Manage all development along U.S. 19 and Alternate 19 north of the Anclote River as follows:*

- a. Utilize the Planned Development review procedure (within the Land Development Code) where designated which allows the City more flexibility in terms of use selection and design*
- b. .20 to .40 maximum floor area ratio, depending upon the need to retain consistency with the Pinellas Planning Council [Forward Pinellas] Countywide Land Use Plan and interlocal planning agreement with Pinellas County unless otherwise approved as a Special Area Plan.*
- c. Require controlled access.*
- d. Require side street access.*
- e. Cluster development in activity centers.*
- f. Utilize mixed use zoning districts and land use categories where necessary to enhance the potential for activity centers and reduce the need for external vehicle trips.*

FLU Policy 6.4.3: *Encourage mixed use development patterns, where appropriate, to reduce commuting costs and vehicle miles traveled.*

Conservation Element Policy 1.6.7: *Wetlands that are not designated as 'Preservation' or 'Recreation/Open Space' on the FLUM shall require a future land use amendment to either of these two categories prior to issuance of any construction permits for adjacent upland development.*

Property Rights Element Policy 1.1.2: *Consideration of property rights shall also include ensuring city regulatory and land use decisions are based primarily on the public safety, health and welfare of the residents, institutions, and businesses of the city as whole, and on the goals, objectives and policies of this comprehensive plan.*

Staff Analysis: The allowable uses, densities and intensities of the requested CG land use category, as listed in the table above, are consistent with those permitted within the HB (Highway Business) zoning district and are appropriate with the surrounding uses along the US 19 corridor. The CG category eliminates the requirement to have a residential component as a part of the future development, which would be more consistent with the development pattern of the US 19 corridor in the immediate area.

Countywide Plan Map Consistency

The proposed CG (Commercial General) and P (Preservation) land use categories are consistent with the current countywide plan land use designation of R&S (Retail & Services), therefore a countywide plan map amendment is not required.



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

TECHNICAL REVIEW COMMITTEE:

TRC reviewed this project on January 5, 2023, for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing. There were no further comments from the TRC.

PUBLIC CORRESPONDENCE:

The property owners within 500 feet were sent written notification in accordance with Section 206.00(J)(4) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 166.041, Florida Statutes. Notice was advertised in the *Tampa Bay Times*. *Staff has not received any responses to these notices.*

ATTACHMENTS:

1. Staff Presentation
2. Draft Ordinance #2023-05
3. LDC Section 25.12 – HB (Highway Business) Uses Currently Allowed
4. Project Narrative
5. Survey
6. Pasco County Consistency Review
7. Brittany Park Agreement Letter (Provided for 6/13/23 BOC Hearing)
8. Brittany Park Signed Settlement Agreement (Provided for 7/17/23 P&Z Hearing)
9. Concept Plan & Sample Rendering (Provided for 7/17/23 P&Z Hearing)

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR 6.71 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 44098 US HIGHWAY 19 NORTH, FROM LAND USE DESIGNATION R/O/R (RESIDENTIAL/OFFICE/RETAIL) TO LAND USE DESIGNATIONS CG (COMMERCIAL GENERAL) AND P (PRESERVATION); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said parcel has requested to amend to the Future Land Use Map designation of said parcel from Residential/Office/Retail (R/O/R) to Commercial General (CG) and Preservation (P); and,

WHEREAS, the permitted uses within the CG and P Future Land Use Map categories are compatible with the surrounding and existing land uses; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this future land use amendment Ordinance on July 17, 2023; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS

1. That the Board of Commissioners finds that this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. The Board of Commissioners finds that this amendment to the Commercial General (CG) and Preservation (P) land use designations are appropriate.

Section 2. FUTURE LAND USE MAP AMENDMENT

That the Future Land Use Map of the City of Tarpon Springs is hereby amended for the property described as:

“A portion of Tract 17, Tampa-Tarpon Springs Land Company Subdivision of Section 6, Township 27 South, Range 16 East, as shown on plat recorded in Plat Book 1, Page 116 of the public records of Hillsborough County, Florida, of which Pinellas County was formally a part, and a portion of the northwest ¼ of the northeast ¼ of Section 6, Township 27 South, Range 16 East, Pinellas County, Florida.”

AND

“A portion of Tract 17 and 18, Tampa-Tarpon Springs Land Company Subdivision of Section 6, Township 27 South, Range 16 East, as shown on

plat recorded in Plat Book 1, Page 116 of the public records of Hillsborough County, Florida, of which Pinellas County was formally a part, and a portion of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 6, Township 27 South, Range 16 East, Pinellas County, Florida.”

Section 4. EFFECTIVE DATE

This Ordinance shall be effective after approval in the manner provided by law.

DRAFT

§ 25.12 HB Highway Business District.

- (A) The HB District is established to provide for predominantly retail shopping and highway oriented service areas outside the central business district.
- (B) Permitted Uses
 - (1) Adult Entertainment Uses (Pursuant to Section 54.00 of this Code)
 - (2) Bowling Alleys
 - (3) Business and Professional Offices
 - (4) Car Wash
 - (5) Community Assembly
 - (6) Commercial Recreation Facilities
 - (7) Construction Equipment Sales/Rental (Light)
 - (8) Eating Establishments, Fast Food
 - (9) Eating Establishments, Sit Down and Taverns
 - (10) Emergency Service Facilities
 - (11) Financial Institutions
 - (12) Hotels and Motels
 - (13) Light Printing Establishments
 - (14) Light Utility Service
 - (15) Other Community Service Uses Not Specifically Listed
 - (16) Personal Service Establishments
 - (17) Post Offices
 - (18) Repair Service Establishments
 - (19) Retail Food Establishments
 - (20) Retail Nurseries and Garden Supplies
 - (21) Retail Sales Establishments
 - (22) Schools of Special Education
 - (23) Self-Service Gasoline Stations
 - (24) Service Stations
 - (25) Shopping Centers
 - (26) Theaters, Indoor
 - (27) Transportation Terminals
 - (28) Vehicle Repair (Minor and Major)
 - (29) Vehicle Sales and Rentals

(C) Conditional Uses

- (1) Billiard Halls, Arcades and Game Rooms
- (2) Communication Towers
- (3) Congregate Care Facilities
- (4) Construction Material Establishment (All material shall be stored indoors)
- (5) Construction Service Establishments
- (6) Day Care Centers
- (7) Emergency Shelters, Residential Treatment Facilities, and Recovery Homes
- (8) Funeral Homes or Mortuaries
- (9) Heavy Utility Service
- (10) Landscape Service Establishment
- (11) Light Manufacturing
- (12) Miniwarehouse
- (13) Multifamily Dwellings
- (14) Overnight Boarding of Animals subject to Section 72.00
- (15) Private Clubs
- (16) Rental Service Establishment
- (17) Theaters, Drive-In
- (18) (Reserved)
- (19) Veterinary Clinics
- (20) Warehouses
- (21) Wholesale Trade

**NARRATIVE SUMMARY
LAND USE PLAN AMENDMENT FOR 44098 US 19 SITE**

Owner: Frederick & Jane McClimans
40 Bahama Circle
Tampa, FL 33606

Developer: Moses Tucker Partners (Attn: Matt Chandler)
200 River Market Avenue, Suite 501
Little Rock, AR 72201

Authorized Agent: Amy Huber, Esq.
Amy Huber, PA
1299 Main Street, Suite C
Dunedin, FL 34698

Planner: Robert Pergolizzi, AICP / PTP
Gulf Coast Consulting, Inc.
13825 ICOT Boulevard, Suite 605
Clearwater, FL 33760

Robert Pergolizzi 1/20/23

Parcel ID # 06/27/16/00000/210/0100 & 06/27/16/00000/210/0200 (6.71 acres)

I. INTRODUCTION

The subject site contains a total of 6.71 acres and has Residential/Office/Retail (R/O/R) land use and Highway Business (HB) zoning in the City of Tarpon Springs. The site is presently vacant and was formerly a commercial golf driving range that has gone out of business. The owner seeks a land use plan amendment to Commercial General (CG) to establish fully commercial land use to support the existing HB zoning. As requested by staff, a small wetland area in the extreme SW corner of the site will be changed to Preservation (P). The site is located on the west side of US Highway 19 and is immediately south of the Pasco County border. The site is in a highly commercialized area on a major commercial corridor (US 19) through the city, Pinellas County and Pasco County.

The site has 450 feet of frontage on US 19 and extends 650 feet west of US 19. The site is bifurcated by a 100-foot Duke Energy Powerline Easement that runs through the center of the property for the entire 650-foot depth. The R/O/R Land Use category REQUIRES a portion of the site be developed residentially which creates a compatibility problem. In addition, the HB zoning district allows several uses that are not listed as allowable uses in the R/O/R Land Use Plan category, which creates internal inconsistency between zoning and Land Use. The proposed amendment to CG would resolve these inconsistencies and has prompted the request for the Land Use Plan Amendment to CG.

II. LAND USE / ZONING

The subject site is vacant, and the surrounding uses are as follows:

North: North of the site along Louis Avenue and US 19 in Pasco County are offices, warehouses, and various commercial uses. These include Holiday Warehouse Park, boat storage, a Frontier Communications switching station, Tidal Wave Auto Spa, Patriotic Fireworks sales, State Farm Insurance, Wells Fargo bank, and a vacant former retail center. These establishments are on land having C-2 zoning. This C-2 zoning in Pasco County is similar to the City of Tarpon Springs HB zoning.

South: Immediately south of the subject site are Brittany Park townhomes the ONLY residential use directly fronting US 19 which has CPD zoning and R/O/R land use. Further south are the Ferman Volvo and Ferman Chevrolet auto dealerships with full repair services. These auto dealerships are on land having HB zoning and R/O/R land use and directly front US 19 a major commercial thoroughfare through the city.

East: To the east are vacant property, Caliber Collision on land having IPD zoning and Industrial General (IG) land use, and Northern Tools, a tool sales business, on land having CPD zoning and R/O/R land use. Both of these businesses directly front US 19 and do not involve residential uses directly along US19.

West: To the west is a large wetland area with land Conservation (LC) zoning. This wetland conservation area serves as a large buffer between the subject property directly fronting US 19 and single-family residential homes further west having RPD zoning and Residential Urban (RU) land use.

Justification for the Plan Amendment to CG is supported by the following:

- 1. The R/O/R land use designation requires a residential use on part of the property.**
- 2. The existing Highway Business (HB) zoning allows various types of commercial development that are not allowed in the R/O/R land use category, and residential development can only be accomplished as a "Conditional Use", therefore an inconsistency exists between the zoning and the land use.**
- 3. The Duke Energy easement that bifurcates the property makes residential development difficult and nearly impossible to market given the presence of the transmission powerline.**
- 4. US 19 is a highly commercialized corridor that is dominated by retail/commercial and office uses, with extremely limited residential development directly fronting US 19.**

5. The Brittany Park townhomes to the south are an anomaly representing the **ONLY** residential development in the area that directly fronts US 19.
6. The large wetland just west of the site provides a natural buffer between the proposed CG and the residential development to the west of the wetland.

The land use amendment of the subject property would allow for consistent and compatible zoning and land use on the subject property. The depth of the “CG” land use would be limited by the adjacent wetland to the west which serves as a natural and effective buffer between the subject property and the residential development to the west of the wetland. The CG area would match the HB area.

IV. COUNTYWIDE LAND USE PLAN CONSISTENCY & TRANSPORTATION

The Countywide Planning Authority (CPA) requires all local government Land Use Plans be consistent with the Countywide Plan Map. A major update to the Countywide Plan completed in 2015 consolidated prior categories into new Countywide Land Use categories. As a result, the subject property and the overwhelming majority of properties fronting US 19 have a “Retail & Sales” (R&S) designation on the Countywide Plan Map. Both city categories of R/O/R and CG are considered R&S on the Countywide Plan Map. Therefore, this city amendment to CG would NOT require a Countywide Plan Map amendment and is fully consistent with the Countywide Plan.

Per the Forward Pinellas traffic generation matrix in the Countywide Rules, the R&S category generates 433 daily trips/acre and Preservation only 0.3 daily trips per acre. The proposed amendment to the 6.71-acre site would result in a slight reduction in traffic generation. The comparative traffic impact of the amendment to the city land use plan is shown below:

Existing LU Plan			
<u>Land Use Designation</u>	<u>Acres</u>	<u>Traffic Rate</u>	<u>Daily Traffic</u>
Retail & sales (R&S)	6.71	433 trips/acre	2,905
Proposed LU Plan			
<u>Land Use Designation</u>	<u>Acres</u>	<u>Traffic Rate</u>	<u>Daily Traffic</u>
Retail & sales (R&S)	6.51	433 trips/acre	2,818
Preservation (P)	0.20	0.3 trips/acre	0

Per the city Mobility Management regulations (Section 122.11 of the LDC) the city may require a detailed traffic study and/or Transportation Management Plan (TMP) during the Site Plan review process for developments generating more than 50 new peak hour trips. Preparation of a TMP or study would be appropriate when specific uses are identified on a Site Plan. Furthermore, highway-oriented businesses tend to have a high degree of passer-by capture which reduces their traffic impact to the roadway system, whereas residential traffic is 100% new vehicle trips.

V. AVAILABILITY OF PUBLIC UTILITIES

Public utilities are readily available to the site. The site is served by water and sanitary sewer facilities located within the US 19 right-of-way that are provided by the City of Tarpon Springs. There is an 8-inch directly in front of the site. There is an 8-inch sanitary sewer force main at US 19/Brittany Park Blvd that can be extended to the site by the applicant.

VI. DEVELOPMENT CONSIDERATIONS

Although the R/O/R Land Use and CG Land Use categories have varying FAR and ISR maximums with CG allowing up to 0.45 FAR, the existing HB zoning limits future development to a 0.40 FAR and a 0.85 ISR. Maximum height is limited to 35 feet (hotels 70 feet), and building setbacks are as follows:

Front = 30 feet

Side = 10 feet

Rear = 25 feet

R/O/R land use category requires a mixture of uses but allows non-residential uses to be between 70% up to 95% of the total development. The CG land use category is for 100% non-residential uses, which is only a 5% difference and very similar.

Section 25.12 of the LDC specifies that *"The Highway Business (HB) district is established to provide for predominantly retail shopping and highway-oriented service areas."* Given the direct frontage on US 19, the HB zoning is appropriate. Policy 2.4.3 of the Comprehensive Plan specifies CG land use is *to designate existing commercial areas which may be either highway or commercial oriented and include uses of varying degree and intensity.* Finally, the Countywide Plan Rules Section 2.3.3.7 specify the following locational characteristics for R&S *"This category is generally appropriate to locations in and adjacent to activity centers where surrounding uses support and are compatible with intensive commercial uses; in areas in proximity to and with access to major transportation facilities."* Given the site location along US 19 it clearly meets the locational characteristics of R & S (countywide) and CG (city).

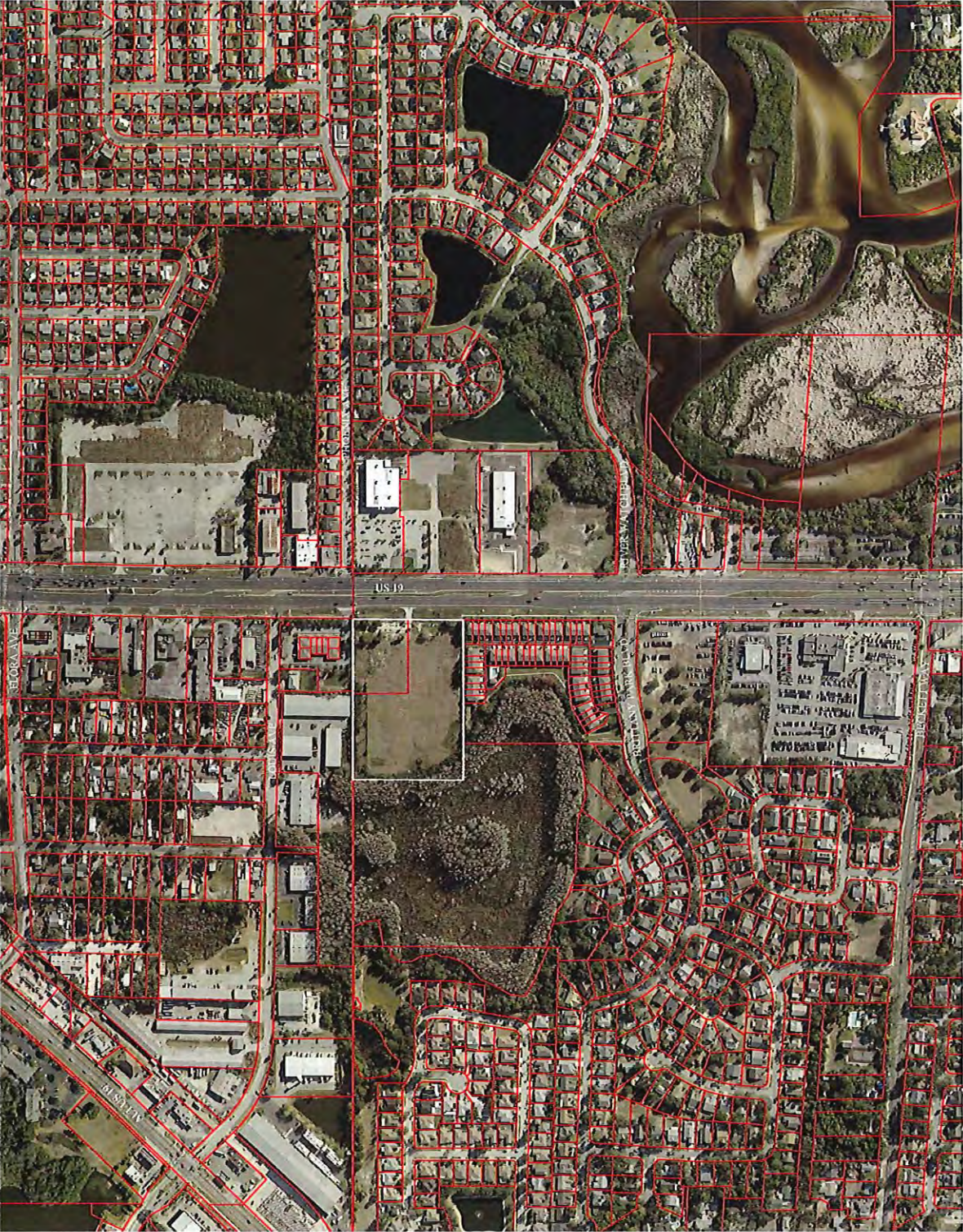
VII. CONCLUSION

The proposed land use plan amendment from R/O/R to CG & P is appropriate given the predominantly commercial surrounding uses, the frontage on US 19 a 6-lane major arterial through the city, and the large wetland buffer to the west. The R/O/R land use is inconsistent with the existing "HB" zoning and the CG land use would eliminate that inconsistency. Since the site is not conducive to residential development the R/O/R land use category requirements cannot be complied with, and CG land uses are more compatible with the highway-oriented uses directly fronting US 19.



CONCEPT PLAN ONLY
SUBJECT TO CHANGE BASED ON FINAL DESIGN, BOUNDARY
& TOPOGRAPHIC SURVEY AND JURISDICTIONAL WETLAND
CONSTRAINTS. SUBJECT TO SITE PLAN APPROVAL

44098 US 19 SITE
AERIAL PHOTOGRAPH



44098 US 19 SITE
AERIAL PHOTOGRAPH

CONCEPT PLAN ONLY
SUBJECT TO CHANGE BASED ON FINAL DESIGN, BOUNDARY & TOPOGRAPHIC SURVEY
AND JURISDICTIONAL WETLAND CONSTRAINTS. SUBJECT TO SITE PLAN APPROVAL





Web GIS Map, City of Tarpon Springs

11/3/2022 9:30 AM



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,



Aerial Imagery 2021

- Red: Band_1 Red: Band_2
- Green: Band_2 Green: Band_3
- Blue: Band_3 Blue: Band_3
- CTS City Limits 2021

Future Land Use 2022

- Commercial General
- Commercial General Fishing
- Commercial Limited
- Commercial Neighborhood
- Commercial Recreation
- Community Redevelopment District
- Industrial General
- Industrial Limited
- Institutional
- Planned Redevelopment-Mixed Use
- Preservation
- Recreation/Open Space
- Residential Low
- Residential Medium
- Residential Medium
- Residential Rural
- Residential Suburban

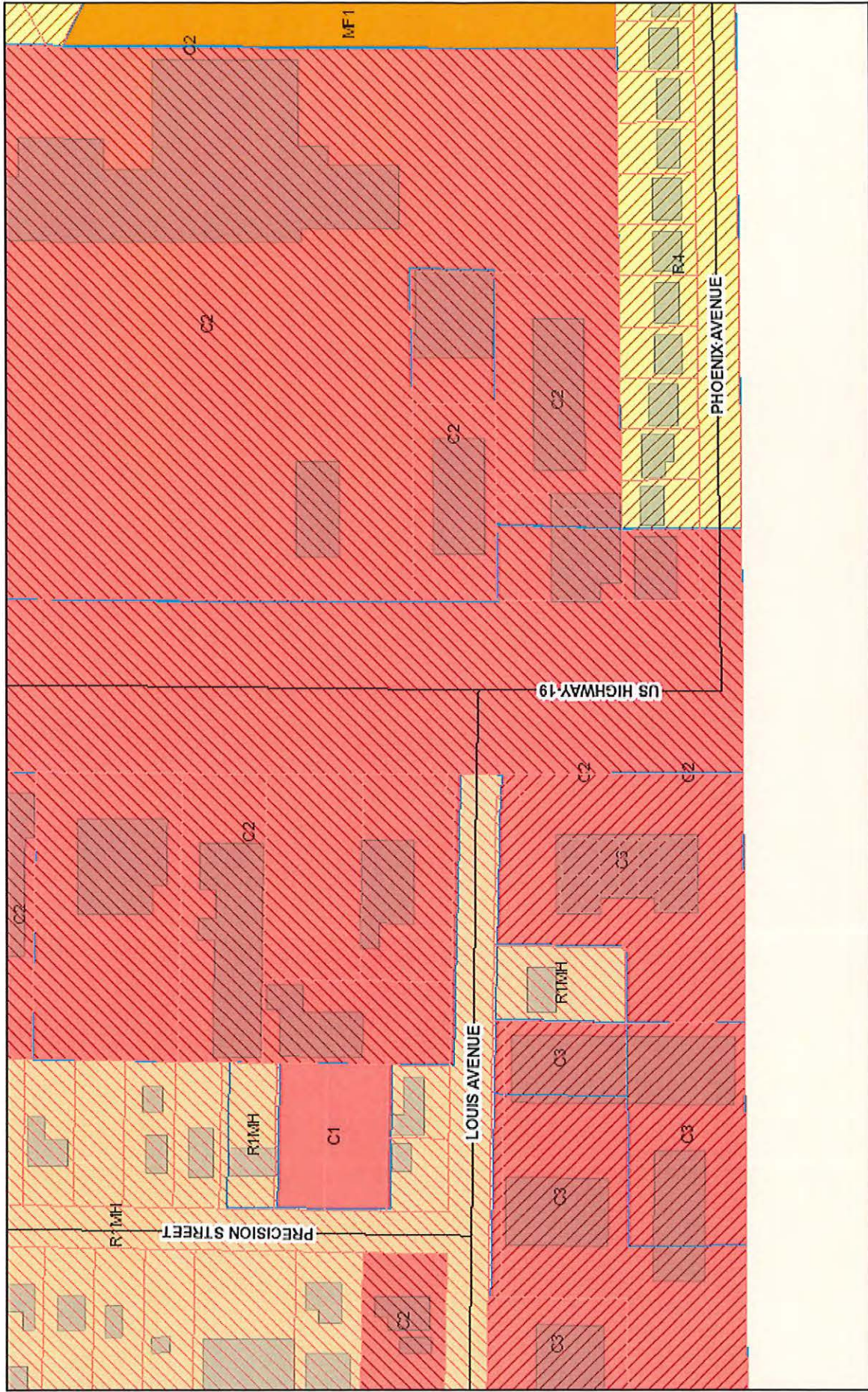
Web GIS Map, City of Tarpon Springs

11/3/2022 9:33 AM



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,

Pasco County - ZONING



11/3/2022, 10:28:47 AM

- Parcels
- Footprints
- Railroad Zoning
- Roads
- AC

- AC1
- AR
- AR1
- AR5
- AR5MH
- C1
- C2
- C3
- ER
- ER2
- I1
- I2
- MF1
- MF2
- MF3
- MPUD
- PO1
- PO2
- PUD
- R1
- R1MH
- R2
- R2MH
- R3

1:2,257

0 0.01 0.03 0.05 0.06 mi
0 0.03 0.05 0.1 km

J Edwards, SWFWMD

Concerning the Administration of the Countywide Future Land Use Plan, As Amended, ("Countywide Plan Rules") including criteria and standards for nomenclature, continuum of plan classifications and categories, use and locational characteristics, map delineation, other standards, and special rules. Where certain standards are not identified or may be in conflict with the minimum criteria established in the Countywide Plan Rules, the standards of the Countywide Plan Rules shall be applied.

Policy 4.1.3 The City of Tarpon Springs shall review and amend all Future Land Use categories to establish/maintain consistency with the Countywide Plan Rules during the 2017 EAR based amendment cycle.

Policy 4.1.4 Per Article 4 of The Countywide Rules, (effective date August 7, 2015) the following Table 10 is provided showing the City's Future Land Use Categories corresponding to appropriate Countywide Plan Map Categories.

Table 10: Corresponding Future Land Use Categories and Countywide Map Categories

Plan Symbol	City Future Land Use Categories	Corresponding Countywide Map Categories
RVL	Residential Very Low	RVL
RS	Residential Suburban	RLM
RL	Residential Low	RLM
RU	Residential Urban	RLM
RLM	Residential Low Medium	RLM
RM	Residential Medium	RM
R/OG	Residential/Office General	O
R/OR	Residential/Office Retail	R&S
RFO	Resort Facilities Overlay	R
R/OL	Residential/Office Limited	O
RFM	Resort Facilities Medium	R
RFH	Resort Facilities High	R
CN	Commercial Neighborhood	R&S
CL	Commercial Limited	R&S
CR	Commercial Recreation	R
CG	Commercial General	R&S
CG-F	Commercial General-Fishing	R&S
IL	Industrial Limited	E
IG	Industrial General	I
IG-WF	Industrial General-Waterfront	I
P	Preservation	P
R/OS	Recreation/Open Space	R/OS
I	Institutional	P/SP
T/U	Transportation/Utility	P/SP
MU	Mixed Use	AC, MMC
IND	Industrial	I
W/DF	Water/Drainage Feature	
CRD	Community Redevelopment District	AC
CBD	Central Business District	AC

Objective 4.2

Transferable Development Rights are to be allowed within the City consistent with Article 5, Section 5.2.1, Rule 5.2.1.1 of Forward Pinellas' Countywide Rules as amended through May 31, 2016.

2.3.3.7 Category/Symbol – Retail & Services (R&S).

Purpose – This plan category is intended to depict areas developed with, or appropriate to be developed with, a mix of businesses that provide for the shopping and personal service needs of the community or region, provide for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses.

Use Characteristics – Those uses appropriate to and consistent with this category include:

- Permitted Uses Not Subject to Acreage Thresholds – Office; Personal Service/Office Support; Retail Commercial; Commercial/Business Service; Commercial Recreation, Residential; Residential Equivalent; Vacation Rental pursuant to the provisions of Section 509.242(1)(c), Florida Statutes; Recreational Vehicle Park; Temporary Lodging; Research/Development- Light; Storage/Warehouse-Light; Manufacturing-Light; Recreation/Open Space; Community Garden; Agricultural-Light.
- Permitted Uses Subject to Acreage Thresholds – Any contiguous use or combination of uses subject to the same acreage threshold specified below, alone or when added together, exceeding the acreage maximum shall require a map amendment to another land use category that permits the use(s):
 - Uses Subject to Three Acre Maximum – Manufacturing-Medium.
 - Uses Subject to Five Acre Maximum – Institutional; Transportation/Utility; Agricultural; Ancillary Nonresidential.
- Locational Characteristics – This category is generally appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; in areas in proximity to and with access to major transportation facilities, including transit; and on Multimodal Corridors and Future Transit Corridors depicted on the Land Use Strategy Map, where its proximity to transit service supports the type and density/intensity of the proposed use characteristics. – US 19
- Scenic/Noncommercial Corridor (SNCC) – Amendments to Retail & Services in SNCCs are governed by Section 6.5.4.1.4, which restricts the category and its permitted uses to certain SNCC classifications.
- Traffic Generation Characteristics – The standard for the purpose of calculating typical traffic impacts relative to an amendment for this category shall be 433 trips per day per acre; which impacts may take into account the proximity and availability of transit service.

Density/Intensity Standards – Shall include the following:

- Residential and Vacation Rental Use – Shall not exceed 24 units per acre (UPA).
- Residential Equivalent Use – Shall not exceed an equivalent of 3.0 beds per permitted dwelling

2.3.3.12 Category/Symbol – Preservation (P).

Purpose – This plan category is intended to recognize natural resource features worthy of preservation and those areas of the county that are now used, or are appropriate to be used, for the conservation, production, and management of the regional potable water supply and the supporting infrastructure, consistent with the natural resources of the area.

Use Characteristics – Those uses appropriate to and consistent with this category include:

- Permitted Uses Not Subject to Acreage Thresholds – Preservation; Environmental Education/Research; Wellfield Protection, and Groundwater Monitoring and Recharge; Resource-Based Recreation; Replacement/Repair of Water Infrastructure; Site Alterations as Permitted by a Management Plan Approved by a Local Government
- Uses subject to requirements per the local government management plan: Wellfield Development; Water Supply Infrastructure and Facilities
- Locational Characteristics – This category is generally appropriate to those natural resource features it is designed to recognize wherever they may appear and at a size significant to the feature being depicted in relationship to its surroundings. In recognition of the natural conditions which they are intended to preserve, these features will frequently occur in a random and irregular pattern interposed among the other categories. This category is also generally appropriate to those properties that are the assets of a regional, county or municipal utility, held and operated for the provision, operation and delivery of a public water supply system consistent with the natural resource features of the property, pursuant to a management plan approved by the local government.
- Scenic/Noncommercial Corridor (SNCC) – Per the provisions of Section 6.5.4.1.4, this category is permitted in all SNCC classifications.
- Traffic Generation Characteristics – The standard for the purpose of calculating typical traffic impacts relative to an amendment for this category shall be 0.3 trips per day per acre.

Density/Intensity Standards – Shall include the following:

- Nonresidential Use:
 - Shall not exceed a floor area ratio (FAR) of .10, nor an impervious surface ratio (ISR) of .20.
 - No public water supply use shall exceed an FAR of .25 nor an ISR of .50.
- Where an entire parcel of property is located seaward of the Coastal Construction Control Line and no transfer of development rights has occurred, the property shall be permitted a minimum beneficial use subject to the various provisions of these Countywide Rules and the Countywide Plan Map, but private property shall not be taken without due process of law and the payment

**Table 5
Summary Category Matrix**

CATEGORY/SYMBOL	UPA MAX.	FAR MAX.	ISR MAX.	TRAFFIC GENERATION RATE (ADT/ACRE)
Residential Very Low (RVL)	1.0	.30	.60	6
Residential Low Medium (RLM)	10	.50	.75	67
Residential Medium (RM)	15.0	.50	.75	96
Residential High (RH)	30.0	.60	.85	162
Office (O)	15.0	.50	.75	89
		1.0 (specified uses in TEC)		101 (in TEC)
Resort (R)	30.0	1.2	.95	279
Retail & Services (R&S)	24.0	.55	.90	433
		1.1 (specified uses in TEC)		
Employment (E)	N/A	.65	.85	206
		1.3 (specified uses in TEC)		236 (in TEC)
Industrial (I)	N/A	.75	.95	216
		1.5 (specified uses in TEC)		246 (in TEC)
Public/Semi-Public (P/SP)	12.5	.65 (institutional) .70 (trans./utility) 1.0 (hospital)	.85 (institutional) .90 (trans./utility)	192 (institutional) 114 (educational) 173 (medical) 104 (religious/civic) 835 (municipal/public) 67 (other institutional) 15 (transportation) 16 (municipal/public utility) 79 (other transportation/utility)
Recreation/Open Space (R/OS)	N/A	.25	.60	3
Preservation (P)	N/A	.10 (preservation) .25 (water supply)	.20 (preservation) .50 (water supply)	0.3
Target Employment Center (TEC)	See Otherwise Applicable Category and Multiplier Factor			
Activity Center (AC)				
Urban Center	200	8.0	N/A	724
Major Center	150	5.0	N/A	542
Community Center	90	3.0	N/A	325
Neighborhood Center	60	2.0	N/A	216
Multimodal Corridor (MMC)				
Premium Transit Corridor	60	4.0	N/A	600
Primary Corridor	55	3.5	N/A	533
Secondary Corridor	50	3.0	N/A	467
Supporting Corridor	45	2.5	N/A	400
Planned Redevelopment District	45	2.0	N/A	364
Scenic/Noncommercial Corridor	See Otherwise Applicable Category			

Key to abbreviations:

UPA: dwelling units per acre
FAR: floor area ratio

ISR: impervious surface ratio
ADT: average daily trips

TEC: Target Employment Center

$$\begin{aligned}
 6.71 \times 433 &= 2905 \text{ daily trips} \\
 6.51 \times 433 &= 2818 \\
 0.20 \times 0.3 &= 0
 \end{aligned}$$





1"=40'

TOTAL ACRE = 0.43'
SQUARE FOOT = 1873.08'
LENGTH = 957.80'

CURVE	RADIUS	ARC LENGTH	CURVE LENGTH	CURVE BEARING	DELTA ANGLE
C1	14.00	38.53	26.56	N 05°20'27" E	164°47'35"
C2	81°43'19"	181.91	81°44'	N 88°45'42" E	4°42'38"
C3	6431.10'	202.62'	202.62'	S 88°45'42" E	1°48'19"
C4	558.29'	72.63'	72.58'	N 87°18'00" E	7°27'15"
C5	22.00'	3.20'	3.20'	N 89°43'00" E	3°58'35"
C6	24.71'	25.77'	24.62'	N 09°46'58" W	59°46'07"
C7	19.00'	22.07'	20.85'	N 39°48'43" E	66°32'35"
C8	40.61'	22.71'	22.41'	N 21°01'54" E	32°08'49"
C9	55.00'	28.19'	24.03'±	S 74°12'37" E	17°20'51"
C10	145.08'	101.23'	99.19'	S 74°12'37" E	1°58'58"
C11	23.51'	57.69'	49.26'	S 25°14'46" E	140°37'52"
C12	3.78'	6.37'	6.37'	S 05°15'47" E	1°59'29"
C13	5225.07'	179.62'	178.81'	S 89°09'32" E	1°58'11"

TOTAL ACRE = 0.20'
SQUARE FOOT = 8593'
LENGTH = 526.40'

LINE	BEARING	DISTANCE
L1	N 30°15'04" W	30.86'
L2	N 33°34'42" W	47.78'
L3	N 34°09'08" W	54.13'
L4	N 17°44'36" W	42.32'
L5	N 26°02'49" W	26.62'
L6	N 08°32'18" W	29.29'

	12"	OAK TREE AND SIZE
	6"	MISCELLANEOUS TREE AND SIZE
	12"	PALM TREE AND SIZE
	4"	PINE TREE AND SIZE

(W) CALCULATED MEASUREMENT	UGS UNDERGROUND SANITARY	Ⓢ UNDERGROUND CABLE MARKER
(N) RIGHT OF WAY MEASUREMENT	Ⓣ TELEPHONE MANHOLE	Ⓢ SANITARY MANHOLE
CONC CONCRETE	UGSP UNDERGROUND PHONE	WATER METER
EP EDGE OF PAVEMENT	UGSP MITERED END SECTION	WATER VALVE
MULT. MANHOLE	STMH STORM MANHOLE	F.C.W. FOUND CAPPED IRON ROD
Ⓢ CURB INLET	UGW UNDERGROUND FORCE MAIN	F.N.D. FOUND NAIL & DISK
Ⓢ GRATE INLET	UGW UNDERGROUND ELECTRIC	F.C.D. FOUND CONCRETE FOUNDMENT
SAH SANITARY MANHOLE	UGW OVERHEAD WIRES	(P) PLAT MEASUREMENT
STMH STORM MANHOLE	UGW UNDERGROUND GAS	(F) FIELD MEASUREMENT
FLA FLAG POLE	T.O.S. TOP OF SLOPE	N.C.F. NO CORNER FOUND
Ⓢ GRACE TRAP MANHOLE	W.F. WOOD FENCE	SV SEWER VALVE
HYDRAINT	PVCY PLASTIC PRIVACY FENCE	Ⓢ MONITOR WELL
PREVENTER VALVES	E.O.W. EDGE OF WATER	S SIGNAL SUPPORT POLE
MIN. LIGHT POLE	LB LICENSED BUSINESS	ICV IRRIGATION CONTROL VALVE
CLEANOUT	OHV OVERHEAD WIRE	RRB IRRIGATION VALVE(RECLAIM)
Ⓢ STORM MANHOLE	ⓧ TRANSFORMER PAD	P.O.B. POINT OF BEGINNING
Ⓢ GAS VALVE	ⓧ TYPICAL	P.O.C. POINT OF COMMENCEMENT
Ⓢ UNDERGROUND ELECTRIC	T.O.B. TOP OF BANK	Ⓢ UNDERGROUND GAS MARKER
Ⓢ UNDERGROUND WATER MARKER	ⓧ CROSS WALK SIGNAL	Ⓢ ELECTRIC BOX
CONCRETE LIGHT POLE	Ⓢ WELL	Ⓢ TRAFFIC BOX
WOOD LIGHT POLE	MAILBOX	Ⓢ UNDERGROUND PHONE MARKER
WOOD POWER POLE	ⓧ GUY WIRE	RAILROAD LIGHT
CONC POWER POLE	ⓧ SIGN	
RAILROAD X-ING GATE	ⓧ PHONE BOX	
	ⓧ CABLE BOX	
	WATER MANHOLE	
	ⓧ FIRE DEPARTMENT CONNECTION	
		P1 PARCEL 1



PARCEL A:

A PORTION OF TRACT 17, AS MAPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMALLY A PART, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6 FOR A POINT OF BEGINNING; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6, 17.54 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG THE WEST BOUNDARY LINE OF SAID SECTION 6, 1515.00 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 55, SECTION 15150 (US HIGHWAY NO. 19) AS IT IS NOW ESTABLISHED; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID STATE ROAD NO. 55, 8.00'04"12" W, A DISTANCE OF 225.00 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6, 17.54 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD 55, N 00°04'12" E, A DISTANCE OF 225.00 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 17, THE SAME BEING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE S 17° 09' 58" 25" E, A DISTANCE OF 217.54 FEET TO THE POINT OF BEGINNING.

AND;


PARCEL B:

A PORTION OF TRACT 17 AND 18, TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMALLY A PART, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6, S 89°58'25" E, A DISTANCE OF 82.46 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 55, S 89°58'25" E, A DISTANCE OF 150 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 55, S 89°58'25" E, A DISTANCE OF 150 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 55, S 00°04'12" E, A DISTANCE OF 225.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 55, S 00°04'12" E, A DISTANCE OF 225.00 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6, S 89°58'25" E, A DISTANCE OF 45.00 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 55, S 89°58'25" E, A DISTANCE OF 45.00 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 18, THE SAME BEING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACTS 18 AND 17, S 89°58'25" E, A DISTANCE OF 300.00 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 55, S 89°58'25" E, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

- 1) THIS IS A WETLAND DELINEATION SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND ONLY, MADE ON THE GROUND UNDER THE SUPERVISION OF A FLORIDA REGISTERED LAND SURVEYOR AND MAPPER AND EXCEEDS THE MINIMUM TECHNICAL STANDARD FOR HORIZONTAL AND VERTICAL ACCURACY FOR THIS PROPERTY'S EXPECTED USE.
- 2) BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 6-27-16A BEING S.89°58'25" E, PER DEED AND GEODETIC BEARINGS, NAD. 83, ZONE WEST.
- 3) THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A WETLAND DELINEATION SURVEY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.
- 4) THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, THERE MAY BE OTHER EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.
- 5) NO UNDERGROUND UTILITIES, UNDERGROUND ENCROACHMENTS, BUILDING FOUNDATIONS WERE OBSERVED AS A PART OF THIS SURVEY, UNLESS OTHERWISE SHOWN. SHRUBS WERE NOT LOCATED, UNLESS OTHERWISE SHOWN.
- 6) THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 7) THE PARCEL SHOWN HEREON APPEARS TO FALL WITHIN FLOOD ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP 12103C, COMMUNITY PANEL NUMBER 0036 H, MAP REVISED 08/24/2021.
- 8) ELEVATIONS DEPICTED HEREON BASED UPON N.A.D. 88, UTILIZING NGS CONTROL POINT "Q 759" ELEVATION 15.64" (N.A.D. 88). SITE BENCHMARKS DEPICTED HEREON AND ARE IN (N.A.D. 88) DATUM.
- 9) WETLAND AREA DEPICTED HERE BY ARMSTRONG ENVIRONMENTAL SERVICES FLAGGED ON 1/11/23.


Alex B. Thompson Jr., P.L.S.
State of Florida No. 5318
Registered Land Surveyor and Mapper

1/19/2023

Last Date of Field Survey: 1/18/202

EXTREME SURVEYING OF FLORIDA, INC.

29340 RHODIN PLACE
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973-2092
FAX. (813) 973-2122
EMail: alex@extreme-surveying.com

Email: alex@extreme-surveying.com

[illegible]

WETLAND DELINEATION SURVEY

44098 US HIGHWAY 19 N.
PINELLAS COUNTY, FLORIDA

DESIGNED BY:

DRAWN BY

CHECKED BY:

SCALE:	DATE:
--------	-------

1"=40'	1/19/2
--------	--------

DW

FIELD BOOK:1

CAD FILE:

JOB NUMBER:

2155T

1 of 1

COMMENTS
LONG RANGE PLANNING CONSISTENCY REVIEW

DATE: 4/7/23

Project ID: 44098 US Highway 19 N

FROM: Robert Irving, Long Range Planner I

PARCEL: N/a

SUBJECT: Long Range Planning Division
Comments for Accela

ATTACHMENT(S): n/a

To Whom it May Concern:

The following assessment was completed by Robert Irving, Planner I for the Pasco County Long Range Planning Division. This evaluation reviewed the 2025 Pasco County Comprehensive Plan for consistency with the proposed development/application and provides comments to the impacts of the proposed development.

This consistency review and conclusion is not binding on other departments and is subject to change, if conditions change or additional information is submitted. The provided comments are based on the information available at time of review. Should plans change, an additional review may be required.

Comments:

Pasco County Long Range Planning has reviewed the proposed amendment to CG (Commercial General) and P (Preservation) and the proposal is consistent with the abutting Pasco County parcels to the north.

For the Pasco County Parcels to the North:

Existing Future Land Use (FLU):
Zoning:

IL (Industrial-Light), ROR(Retail/Office/Residential)
C-2 (General Commercial)

Long Range has no further comments if you have any questions my contact info will be below.

Rirving@Pascocountyfl.net
727-847-8142 x7643

Via Electronic Mail

June 6, 2023

Renea Vincent, AICP, CPM
Planning Director
City of Tarpon Springs
324 Pine Street
Tarpon Springs, FL 34689
rvincent@ctsfl.us

Re: App # 22-141, Future Land Use Map Amendment

Dear Ms. Vincent:

This correspondence is transmitted to you on behalf of Moses Tucker Partners (“MTP”), the applicant, and the Townhomes of Brittany Park Homeowners Association, Inc. (“Brittany Park”), the abutting property owner (collectively referred to as the “Parties”). The Parties have spent a significant amount of time speaking with each other and are pleased to advise the City that they have reached an agreement (the “Agreement”) with respect to the proposed application. Brittany Park supports the approval of the above-referenced application to change the land use for the subject property.

In an effort to address potential concerns and impacts expressed by Brittany Park, MTP has agreed to the following:

- To install an 8 ft wall and 8 ft fence along the property line. The wall will run along and approximately five (5) feet past the buildings and then a fence will continue until the wetland area. Both the wall and the fence will be maintained by MTP, with the wall being repainted at least once every 10 years;
- To screen the remainder of the property line in accordance with the City of Tarpon Springs Code;
- To limit the height of the building pad immediately adjacent to the neighbors to a single story 22’ building;
- To limit the use of the building pad immediately adjacent to the neighbors to not allow the following uses: 1) fast food restaurants; (2) adult entertainment/sales; (3) car wash facilities; (4) gas/service stations; (5) car dealerships; or (6) tire/automotive repair stores;
- To limit the hours of operation of the building pad immediately adjacent to the neighbors from 6:00 a.m. to 10:00 p.m.;

The Parties have agreed to develop in accordance with the Agreement for a period of twenty-five (25) years, and the Agreement binds any subsequent purchaser of the MTP property

for that twenty-five (25) year period. The Parties have worked diligently and in good faith to reach a compromise so that the application and project can move forward.

As always, please free to contact us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'Scott Gross', written in a cursive style.

Scott Gross, Esq.
On behalf of Brittany Park

A handwritten signature in black ink, appearing to be 'Amy Huber', written in a cursive style.

Amy Huber, Esq.
On behalf of MTP

cc: Allie Keen; akeen@ctsfl.us
Regina Kardash, Esq., rkardash@flgovlaw.com

CONFIDENTIAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of June, 2023 (the "Effective Date"), by and between **TOWNHOMES AT BRITTANY PARK HOMEOWNERS ASSOCIATION, INC.**, (the "Association") and MTEH, LLC d/b/a **MOSES TUCKER PARTNERS**, an Arkansas limited liability company ("MTP") (together, the "Parties").

RECITALS

WHEREAS, BRITTANY PARK is a Florida homeowners' association and the owner of certain real property having a physical address of 1773 Sommarie Way, Tarpon Springs, Florida (the "Association Property");

WHEREAS, MTP is the developer of certain real property having a physical address of 44098 U.S. Highway 19 North, Tarpon Springs, Florida (the "MTP Property"), located adjacent to the Association Property;

WHEREAS, MTP is currently seeking development approvals from the City of Tarpon Springs for the redevelopment of the MTP Property (the "Project");

WHEREAS, the Association has expressed concerns regarding the potential impacts of the Project;

WHEREAS, to amicably, speedily, and efficiently settle the disputes and issues between the Parties, the Parties have mutually agreed to enter into this Confidential Settlement Agreement;

NOW THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits to accrue to each, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. Recitals.

The above recitals are true and correct and are incorporated as if fully re-stated herein.

2. Obligations of the Association

In exchange for the obligations of MTP outlined in Section 3, below, the Association agrees to the following:

- a. To provide support at all public meetings for the Project, including but not limited to hearings for the following:
 - i. Future Land Use Map Amendment application from ROR to CG;
 - ii. Site Plan Application;
 - iii. Conditional Use Application for the approval of a storage facility on the MTP Property.

The Association, at the Association's sole and absolute discretion, will send its attorney to appear in person at all public hearings to speak on behalf of the Association. In the event, the Association's counsel cannot attend, they will send a mutually agreed upon letter of support; and

- b. To encourage the residents of the Association to support, and not object the Project.
- c. In the event, the Association believes that the MTP Property is not being developed in accordance with the terms of this Agreement, the Association agrees to notify MTP so that the Parties can work together to reach an Agreement. In the event, they cannot reach an Agreement on their own, then prior to the Association or any of its members going to the City, the Parties agree to attend mediation in Pinellas County to amicably resolve their dispute. The purpose of mediation is to obtain opinions and proposed solutions to help the Parties resolve their dispute. In the event that the Association or its members object to the City or other Authority Having Jurisdiction, which interferes with the approvals or development of the project, or causes excessive conditions to the approval, rather than following the procedure in this Agreement to resolve disputes, then the Agreement and its terms and obligations are void. If any of the approvals are denied, this Agreement and its terms and obligations are void.
- d. The Association and the nine (9) individual property owners who own property abutting the wall and fence, agree and affirm that placement of the wall and fence off of its property line to allow for preservation of existing trees, does not grant any rights of adverse possession, ownership, right to use, construct, build or otherwise improve the MTP property abutting it/their property. The Association and the nine individual property owners agree to execute an Agreement confirming same that will be executed and enforceable against all future property owners.

3. Obligations of MTP.

In exchange for the obligations of the Association outlined in Section 2 above, MTP agrees to the following:

- a. MTP will develop the MTP Property in accordance with Exhibit "A" attached hereto. Specifically, MTP agrees to the following:
 - i. "No Building Zone" – a side setback of 25' where no building footprint will be developed. Access drives, fire circulation or other non-building structures are permitted in this area;
 - ii. "Building A Envelope"- any building developed in the "Building A Envelope" depicted in the attached Exhibit will not exceed 22' in height and shall be a single story structure;
 - iii. Screening – Within four (4) weeks of receiving all of the approvals outlined above, MTP will apply for building permits to construct the wall and fence as provided below. MTP will use best efforts to immediately begin construction of the wall and fence after receiving permits from all authorities having jurisdiction. MTP furthers agrees that prior to the start of any vertical construction of any building,
 1. MTP will remove the existing chain link fence along the property line between the Association Property and the MTP Property only in the location where a wall or fence will be replacing the existing fence as outlined below. The existing fence along the remainder of the property shall remain. MTP shall not remove any fences or trees belonging to an individual owner, without the express written consent of the owner.
 2. MTP will construct an 8-foot-high finished concrete block wall along the property line between the Association Property and the MTP Property directly behind the Association residential buildings as depicted on the attached Exhibit. The exact location of the wall will be determined by MTP in an effort to maintain existing healthy trees on the property line. The wall will run approximately 295 linear feet in length along the property line behind the residential buildings and shall continue for at least five (5) feet beyond the westernmost point of the residential buildings. The wall shall be designed and maintained solely by MTP, and shall be painted at least once every ten (10) years.

3. MTP will construct an 8-foot-high fence approximately 172 linear feet along the property line and will run from the end of the wall referenced above to the beginning of the wetlands depicted on the attached Exhibit. The fence will be designed and maintained solely by MTP. The fence will include a locked gate that allows access to its property behind the wall and gate.
 4. The remainder of the property line shall be screened in accordance with City of Tarpon Springs Code. The Association agrees to execute any permits or other documents necessary to obtain approvals for the installation of the wall. The Association shall not be responsible for the payment of any permit fees related to this agreement.
 5. MTP agrees to grant an easement to allow the Association to clean or maintain the landscaped area abutting its property at its discretion. MTP will also regularly clean and maintain this area in accordance with its regular maintenance schedule.
- b. MTP agrees not to have any use on the Building Envelope "A" parcel that operates 24 hours a day, 7 days a week on the MTP Property. Moreover, MTP agrees not to have any business on the Building Envelope "A" parcel open to the public between the hours of 10:00 p.m. and 6:00 a.m. These hour restrictions do not apply to employees, maintenance, cleaning, or other activities necessary to maintain the business when closed to the public. MTP shall not develop the Building Envelope "A" on the attached Exhibit, or cause the Building Envelope "A" on the attached Exhibit to be utilized for the following activities: (1) fast food restaurants; (2) adult entertainment/sales; (3) car wash facilities; (4) gas/service stations; (5) car dealerships; or (6) tire/automotive repair stores. Under no circumstances, including transfer of ownership of the MTP Property, shall any of the activities (1 through 6, above) be allowed on the portion of the MTP Property identified as Building Envelope "A".
- c. MTP, and any subsequent owner, agrees to develop in accordance with this agreement for a period of twenty-five (25) years from the date of this Agreement. The parties agree that should MTP sell the property, the new owner of the MTP Property may request a meeting with the Association for purposes of discussing any modifications of this Agreement.

4. Confidentiality.

The Parties intend for this Confidential Settlement Agreement to remain confidential and not to be disclosed to anyone, other than the Parties of this Agreement and the MTP Property Owners at all times during the course of this Agreement and for five (5) years following the completion of the Project. The Parties agree to execute a joint letter outlining the terms of this Agreement to be submitted to the City or other jurisdictions having authority in order to implement the terms of this Agreement. The Association may disclose the agreement to its members pursuant to Fla. Stat. §720.303 and the open records provisions therein.

5. Construction.

The language used in this Agreement, and its Exhibits, will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of construction shall be applied against either Party as the drafter of this Agreement.

6. Expenses.

Except as otherwise specified, each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with the negotiation and consummation of, this Agreement and the transactions contemplated hereby.

7. Relationship of the Parties.

The Parties hereto acknowledge that the Association Property and the MTP Property are separate properties separately owned by separate and independent entities and nothing herein shall be deemed to create a joint venture, association, partnership, agency or employment relationship between the two. Neither party shall have the power to act in the name of, on behalf of, or incur obligations binding upon the other Party. Neither Party shall acquire an interest in the business or operations of the other by virtue of this Agreement. Furthermore, neither Party endorses or warrants the activities of the other or their business, business practices, projects, products, services, or other activities.

8. Consideration.

The Parties agree that the consideration referenced in the Recitals to this Agreement constitutes adequate and ample consideration for the rights and claims they are waiving under this Agreement, and for the obligations imposed upon them by virtue of this Agreement.

9. Enforcement of Settlement Agreement.

None of the Parties herein are settling or releasing their right to bring an action to enforce the terms of this Agreement. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses incurred in that action or proceeding, even if not taxable as court costs (including, without limitation, such fees, costs and expenses incident to appeals), in addition to any other relief to which such party may be entitled.

10. Severability.

If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. If any provision hereunder shall be held unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect without being impaired in any way.

11. Waivers.

The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement shall not affect the right of such Party to require performance of that provision or any other provision hereunder. Any waiver by any Party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any other right or remedy under this Agreement. Notice to or demand on any Party in any circumstance shall not, of itself, constitute any other or further notice or demand in similar or other circumstances.

12. Complete Agreement.

This Agreement, and all the terms and provisions contained therein, including without limitation the Exhibits thereto, constitute the full and complete agreement between the Parties hereto to the Effective Date with respect to the matters expressly set forth therein, and supersede and control over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral. Any provision of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

13. Amendments.

The provisions of this Agreement may not be amended, supplemented, waived or changed, other than by a writing signed by both Parties, making specific reference to this Agreement.

14. Captions.

The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

15. Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday, it shall be postponed to the next following business day.

16. Notices.

The Parties designate the following persons as representatives to receive any notices with regard to this Agreement:

For Brittany Park: Brittany Park Homeowners Association

For MTP: Moses Tucker Partners
Attn. David Cole
200 River Market Ave, Suite 300
Little Rock, AR 72201

17. Further Assurances.

The Parties agree to execute and deliver from time to time such documents, and to perform all actions which may be necessary to effectively and completely carry out the intended effect of this Agreement, including but not limited to, defending the Agreement from legal or administrative challenges.

18. Execution.

The execution, delivery, and performance of this Agreement have been duly and validly authorized by all necessary corporate representatives of the Association and MTP. This Agreement constitutes, and when executed and delivered will constitute, a valid and binding obligation of the Parties enforceable in accordance with the terms set forth herein. The Parties agree that this Agreement may be executed in counterpart originals with the

same force and affect as if fully and simultaneously executed as a single original document. A facsimile or electronic copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

19. Florida Law.

This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Florida.

20. Equitable Remedies.

Each party acknowledges that in the event of a breach of any of its obligations hereunder, the other parties' damages will be substantial and difficult, if not impossible to ascertain, that the other parties will be irreparably harmed and that money damages would be an inadequate remedy for any breach or threatened breach of this Agreement by such Party. Accordingly, in the event of a breach or threatened breach by any party of any provision of this Agreement, the other party shall be entitled, upon application to any court of competent jurisdiction, to seek both temporary and permanent injunctive relief to restrain such breach.

21. Jurisdiction and Venue.

All actions to enforce this Agreement shall be commenced in the 6th Judicial Circuit Court in and for Pinellas County, Florida.

22. Jury Waiver.

With respect to any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns or relates to this Agreement, any transactions contemplated hereunder, the performance hereof or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right (statutory, constitutional, common law or otherwise) it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court as written evidence of the waiver of the other parties' right to trial by jury. No party has made or relied upon any oral representations by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

23. Time is of the Essence.

Time is of the essence for each and every provision of this Agreement.

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relied upon any oral representations by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

23. Time is of the Essence.

Time is of the essence for each and every provision of this Agreement.

[Balance of Page Intentionally Left Blank – Signature Page(s) to Follow]

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first written above.

Signed, sealed and delivered in the presence of:

**TOWNHOMES AT BRITTANY PARK
HOMEOWNERS ASSOCIATION,**
a Florida Not For Profit Corporation

Witnesses:

Witness:

Stacey Acker

By:

Vince Manna
President

Print Name:

Stacey Acker

Dated:

7 day of JUNE, 2023

Witness:

Deborah L. Smith

Print Name:

Deborah L. Smith

STATE OF FLORIDA)

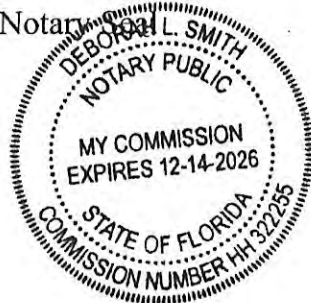
ss:)

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an office duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Vince Manna, the President of **Townhomes at Brittany Park Homeowners Association**, who is personally known to me, or who has produced FL Drivers License, as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of June, 2023.

Notary Seal



Deborah L. Smith
Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

an Arkansas limited liability company

By: [Signature]

Dated: 7th day of June, 2023

Print Name: David Cole

Witness: Angie

Print Name: George Friedmann

STATE OF Arkansas)

COUNTY OF Pulaski

I HEREBY CERTIFY that on this day before me, an office duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Chrismos, the Manager of **MOSES TUCKER PARTNERS**, who is ✓ personally known to me, or who has produced drivers license, as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of June, 2023.

Notary Seal

Sharon Burkhead
Notary Public, State of Arkansas

Print Name: Sarah Burkhead

My Commission Expires: September 23, 2029

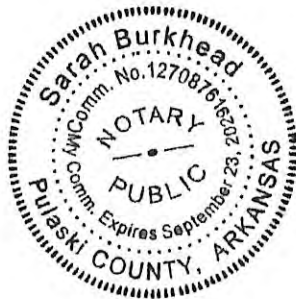


Exhibit “A”

Building Zones

NOTE:



- [illegible]

Revisions	4				
	3				
	2				
	1				
	No.	Date	Description	By	

CADD Tech	AVF	Project No.	*
Designer	AVF	Scale	AS SHOWN
Engineer	SAL	Date	04/27/23

MUGEL, PETER, P.E.
Professional Engineer
No. 40335
State of Texas
Mechanical Engineering



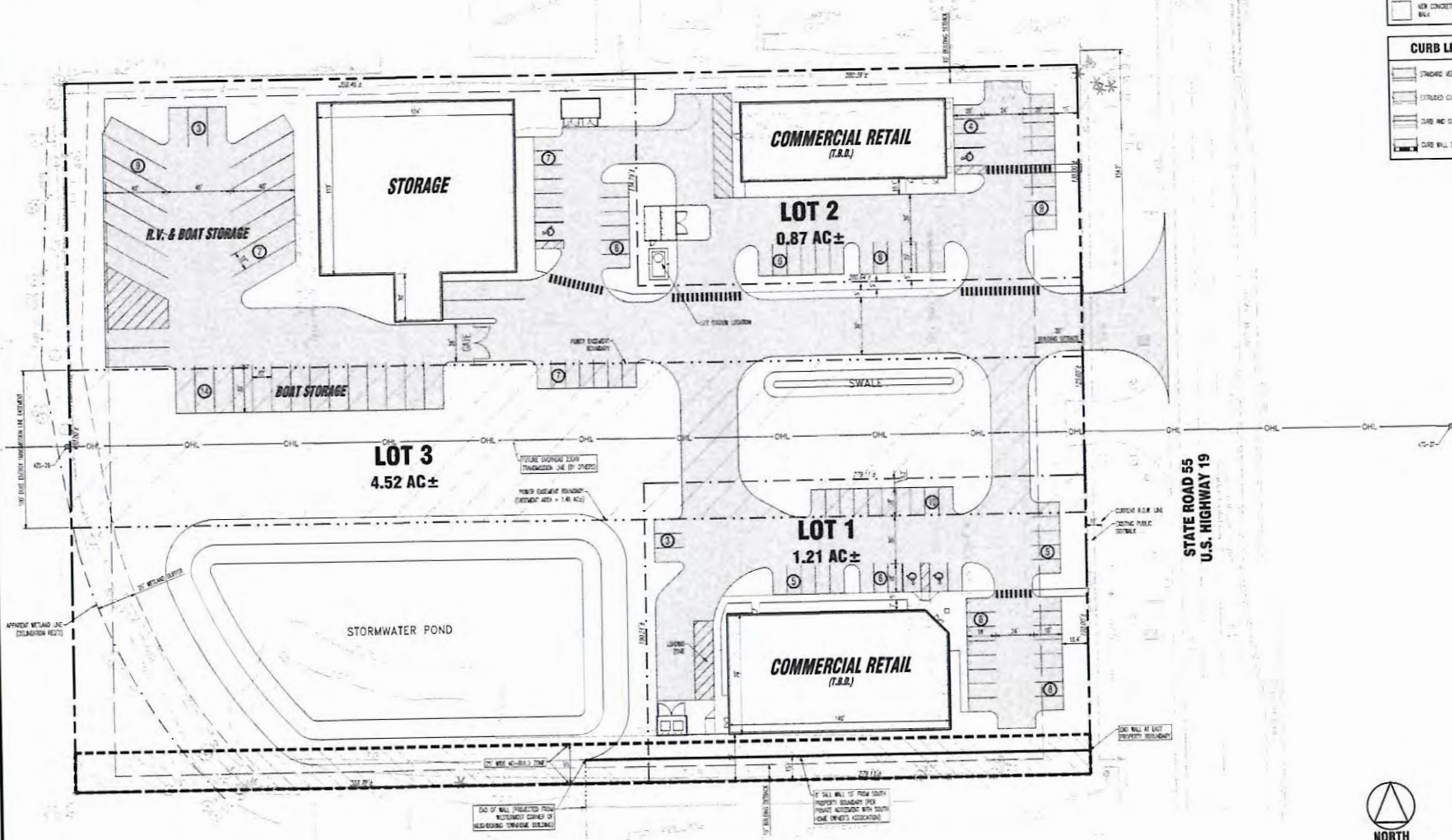
LA Civil, Inc.
Engineering Business License # 0002995
PO BOX 7649
Clearwater, Florida 33758-7649
Phone: 333.456.0000

SETTLEMENT EXHIBIT

SHEET
TITLE

SHEET No.
EX.1

NOTE:
THIS PLAN IS PART OF AN OVERALL SET OF PLANS. THIS SHEET IS CONSIDERED VOID UNLESS
ACCOMPANIED BY ALL OTHER SHEETS IN THE SET OF PLANS ON THE JOB SITE OR FOR RECORD
PURPOSES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE SET OF
PLANS TO ALL THOSE CONDUCTING WORK ON THIS PROJECT.



FREDERICK McCLIMANS

COMMERCIAL CENTER
U.S. HIGHWAY 19
TAMPA SPRINGS, FL

CONCEPTUAL LAYOUT PLAN

SHEET No.
1

FLA. LIC. NO. 100000000
PRO. NO. 100000000
EXPIRATION DATE 12/31/2020
Professional Engineer

PROJECT NO. 100000000
DATE 06/22/23





City of Tarpon Springs, Florida

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

MEMORANDUM

July 25, 2023

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: RON HARRING, CPFO, CGFO, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTION 2023-24

RECOMMENDATION:

To approve Budget Resolution 2023-24.

BACKGROUND:

Budget resolutions are necessary when amending the budget and funds are transferred between funds, between departments of a fund, and/or the budget is increased or decreased.

The purpose of Budget Resolution 2023-24 is to budget for items that were not previously budgeted for in the Fiscal Year 2023 Budget. The items are:

MLK So Spring – Funding of total amount of \$1,071,600, BOC Approved 7/11/23	\$1,071,600
Funding – Grant, Penny and ARPA Funds	
Mango St PH II – Additional funding to approved amount of \$1,653,936, BOC Approved 4/25/23	\$719,574
Funding – Multiple Funds	
Sanitation – Street Sweeper, BOC Approved 1/10/23	\$346,898
Funding – Sanitation and Stormwater Funds	
Sanitation – Yard Waste Loader, BOC Approved 2/28/23	\$198,978
Funding – Sanitation Fund and FEMA Hurricane Ian Reimbursement	
General Fund – Community Center Generator, BOC Approved 4/25/23	\$148,170
Funding –FEMA Hurricane Ian Reimbursement	
Vacation Sell-Back, and Retirements	\$131,523
Funding – Compensation Absences Reserve	
Sustainability – Vulnerability Assessment Additional Grant Funding	\$116,168
Funding – Vulnerability Assessment Grant	
Cemetery – Mausoleum Roof Additional Funding to Total of \$422,211, BOC Approved 11/15/22	\$100,781
Funding – Cemetery Perpetual Care Fund	
City Attorney – Special Counsel estimate for FY 2023	\$96,561
Funding – General Fund	
Capital Project Fund – Street Paving to approved amount of \$390,242, BOC Approved 4/25/23	\$90,242
Funding – Capital Project Fund	
Emergency Management – Budget for new Floodplain Administrator and Expenditures	\$79,092
Funding – General Fund	
Roads & Streets – Flat Bed Truck, BOC Approved 1/10/23	\$69,086
Funding – Maintenance Reserve	
Fire SAFER Grant	\$65,000
Funding – SAFER Grant	
IT Training	\$50,000
Funding – SUGA Grant	
Fire Department – County CME Instructor Reimbursement	\$44,281
Funding – Pinellas County	
Police Scanner	\$40,873
Funding – Justice Assistance Grant (JAG)	
General Fund – Insurance Reimbursements, Maintenance Items etc.	<u>\$36,862</u>
Funding – General Fund	
Total	<u>\$3,405,689</u>

RESOLUTION 2023-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS,
FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-23.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA
THAT THE FOLLOWING AMENDMENTS ARE MADE TO THE FISCAL YEAR BUDGET OF 2022-23.

GENERAL FUND (001)

EXPENDITURES

Description	Budget	Increase	Decrease	Revised
<u>City Manager</u>				
001-0202-512.52-00	\$ 5,017	\$ 4,264	\$ -	\$ 9,281
Operating Supplies				
Replace two computers				
<u>IT</u>				
001-0304-513.55-00	5,500	50,000	-	55,500
Training				
IT SUGA Grant				
<u>Internal Audit</u>				
001-0402-513.11-00	53,817	2,463	-	56,280
Executive Salaries & Wages				
To budget for vacation sellback				
<u>Human Resources</u>				
001-0502-513.11-00	124,430	2,816	-	127,246
Executive Salaries & Wages				
To budget for vacation sellback				
001-0502-513.12-00	155,863	9,192	-	165,055
Regular Salaries & Wages				
Vacation Sick Payoff Employee Retirement				
<u>City Attorney</u>				
001-0702-514.31-08	-	96,561	-	96,561
Professional Services				
To budget for special counsel				
<u>City Clerk</u>				
001-0902-512.12-00	87,265	11,020	-	98,285
Regular Salaries & Wages				
To budget for vacation sellback				
<u>Police</u>				
001-1002-521.12-00	4,878,605	54,907	-	4,933,512
Regular Salaries & Wages				
To budget for vacation sellback				
001-1002-521.64-00	86,735	40,873	-	127,608
Machinery & Equipment				
To budget for forensic scanner				
<u>Fire</u>				
001-1102-522.12-00	3,221,213	23,152	-	3,244,365
Regular Salaries & Wages				
To budget for vacation sellback				
001-1102-522.14-00	350,031	44,281	-	394,312
Overtime				
To budget for CME Instructor Reimbursement				
001-1102-522.54-00	11,826	1,772	-	13,598
Books-Publications-Subscriptions				
Reimbursement of Learning Management System				
<u>Emergency Management</u>				
001-1105-522.12-00	-	79,092	-	79,092
Regular Salaries & Wages				
To budget for Floodplain Administrator				
<u>Building Development</u>				
001-1202-524.11-00	112,835	12,500	-	125,335
Executive Salaries & Wages				
Vacation Sick Payoff Employee Retirement				
001-1202-524.12-00	599,382	7,100	-	606,482
Regular Salaries & Wages				
Vacation Sick Payoff Employee Resignation				
<u>Facilities Maintenance</u>				
001-1203-539.12-00				
Regular Salaries & Wages	390,303	3,060	-	393,363
To budget for vacation sellback				

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
Recreation					
001-1402-572.12-00		287,953	2,408	-	290,361
Regular Salaries & Wages					
To budget for vacation sellback					
Cemetery					
001-1406-539.63-00		400,560	100,781	-	501,341
Improvements O/T Buildings					
Mausoleum Roof Replacement	CE0015	100,781			
Heritage Center					
001-1605-573.63-00		-	7,125	-	7,125
Improvements O/T Buildings					
Heritage Center A/C	A/C20	7,125			
Safford House					
001-1606-573.63-00		-	7,125	-	7,125
Improvements O/T Buildings					
Safford House A/C	A/C32	7,125			
Performing Arts					
001-1679-579.34-00		142,225	15,000	-	157,225
Other Contractual Services					
Additional Performances					
Roads & Streets					
001-4102-541.12-00		366,591	2,905	-	369,496
Regular Salaries & Wages					
To budget for vacation sellback					
001-4102-541.46-00		15,180	1,576	-	16,756
Repairs & Maintenance					
To budget for insurance re-imbursement					
001-4102-541.64-00		-	69,086	-	69,086
Machinery & Equipment					
Flat Bed Truck Replacement					
Non Departmental					
001-8802-519.63-00		230,286	148,170	-	378,456
Improvements Other Than Buildings					
Community Center Generator	PS2307				
Total Expenditures		\$ 11,295,331	\$ 797,229	\$ -	\$ 11,944,390
REVENUE					
001-0000-323.10-00		\$ 1,915,940	\$ 87,827	\$ -	\$ 2,003,767
Franchise Fees Electric					
001-0000-331.20-26		-	40,873	-	40,873
Intergovernmental - JAG Scanner					
001-0000-331.50-27		-	148,170	-	148,170
FEMA- Hurricane Ian					
001-0000-335.18-01		2,007,482	87,826	-	2,095,308
Half Cent Sales Tax					
001-0000-339.03-00		30,000	50,000	-	80,000
Intergovernmental - IT SUGA Grant					
001-0000-342.90-03		14,000	44,281	-	58,281
Charges for Services - CME Training					
001-0000-342.90-05		1,515	1,772	-	3,287
Charges for Services - Learning Management System					
001-0000-347.39-02		141,500	15,000	-	156,500
Ticket Sales					
001-0000-369.30-01		29,400	1,576	-	30,976
Miscellaneous - Insurance					
001-0000-389.01-05		502,049	100,781	-	602,830
Carryover Cash - Perpetual Care					
001-0000-389.01-09		245,000	87,600	-	332,600
Carryover Cash - Management Designations					
001-0000-389.01-12		-	131,523	-	131,523
Carryover Cash - Compensated Absences					
Total Revenues		\$ 2,970,946	\$ 797,229	\$ -	\$ 3,680,348
RECAP FUND 001					
Total Expenditures		\$ 32,176,875	\$ 797,229	\$ -	\$ 32,974,104
Total Revenue		\$ 32,176,875	\$ 797,229	\$ -	\$ 32,974,104

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
FUND 101- ARPA FUND					
EXPENDITURES					
ARPA					
101-8830-538.63-00		\$ -	\$ 317,000	\$ -	\$ 317,000
Improvements O/T Buildings					
So Spring MLK	SU2304 317,000				
Total Expenditures		\$ -	\$ 317,000	\$ -	\$ 317,000
REVENUE					
101-0000-389.01-00		\$ 9,948,748	\$ 317,000	\$ -	\$ 10,265,748
Carry Over					
Total Revenues		\$ 9,948,748	\$ 317,000	\$ -	\$ 10,265,748
RECAP FUND 101					
Total Expenditures		\$ 10,152,032	\$ 317,000	\$ -	\$ 10,469,032
Total Revenue		\$ 10,152,032	\$ 317,000	\$ -	\$ 10,469,032
FUND 137- TRANSPORTATION IMPACT FUND					
EXPENDITURES					
TRANSPORTATION IMPACT					
137-8891-541.63-00		\$ 204,750	\$ 132,148	\$ -	\$ 336,898
Improvements O/T Buildings					
Mango St PII II	TR2203 132,148				
Total Expenditures		\$ 204,750	\$ 132,148	\$ -	\$ 336,898
REVENUE					
137-0000-334.40-06		\$ -	\$ 129,500	\$ -	\$ 129,500
Intergovernmental - Mango St PII II					
137-0000-389.01-00		99,403	2,648	-	102,051
Carryover - Cash					
Total Revenues		\$ 99,403	\$ 132,148	\$ -	\$ 231,551
RECAP FUND 137					
Total Expenditures		\$ 204,750	\$ 132,148	\$ -	\$ 336,898
Total Revenue		\$ 204,750	\$ 132,148	\$ -	\$ 336,898
FUND 143- SAFER GRANT FUND					
EXPENDITURES					
SAFER GRANT					
143-1106-522.12-00		\$ -	\$ 65,000	\$ -	\$ 65,000
Regular Salaries					
SAFER Grant					
Total Expenditures		\$ -	\$ 65,000	\$ -	\$ 65,000
REVENUE					
143-0000-331.20-21		\$ -	\$ 65,000	\$ -	\$ 65,000
SAFER Grant					
Total Revenues		\$ -	\$ 65,000	\$ -	\$ 65,000
RECAP FUND 143					
Total Expenditures		\$ -	\$ 65,000	\$ -	\$ 65,000
Total Revenue		\$ -	\$ 65,000	\$ -	\$ 65,000
FUND 301- CAPITAL PROJECT FUND					
EXPENDITURES					
ROAD PROGRAM					
301-8402-541.63-00		\$ 554,896	\$ 90,242	\$ -	\$ 645,138
Improvements O/T Buildings					
Street Paving	TR2302 90,242				
Total Expenditures		\$ 554,896	\$ 90,242	\$ -	\$ 645,138
REVENUE					
301-0000-389.01-00		\$ 300,000	\$ 90,242	\$ -	\$ 390,242
Carryover - Cash					
Total Revenues		\$ 300,000	\$ 90,242	\$ -	\$ 390,242
RECAP FUND 301					
Total Expenditures		\$ 554,896	\$ 90,242	\$ -	\$ 645,138
Total Revenue		\$ 300,000	\$ 90,242	\$ -	\$ 390,242

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
FUND 307- LOCAL OPTION SALES TAX					
EXPENDITURES					
LOCAL OPTION SALES TAX					
307-8603-538.63-00		\$ 224,527	\$ 754,600	\$ -	\$ 979,127
Improvements O/T Building					
MLK South Spring	SU2304 754,000				
307-8603-541.63-00		4,586,003	526,839	-	5,112,842
Improvements O/T Building					
Mango St Phase 2	TR2203 526,839				
Total Expenditures		\$ 4,810,530	\$ 1,281,439	\$ -	\$ 6,091,969
REVENUE					
307-0000-312.06-00		\$ 3,522,138	\$ 82,839	\$ -	\$ 3,604,977
One Cent Sales Tax					
307-0000-334.40-06		-	444,000	-	444,000
Intergovernmental - Mango Street					
307-0000-334.40-07		-	673,000	-	673,000
Intergovernmental - So Spring MLK					
307-0000-361.10-00		59	81,600	-	81,659
Interest Earnings					
Total Revenues		\$ 3,522,197	\$ 1,281,439	\$ -	\$ 4,803,636
RECAP FUND 307					
Total Expenditures		\$ 13,541,059	\$ 1,281,439	\$ -	\$ 14,822,498
Total Revenues		\$ 13,541,059	\$ 1,281,439	\$ -	\$ 14,822,498
FUND 401 - SANITATION FUND					
EXPENDITURES					
Solid Waste					
401-4105-534.64-00		\$ 11,770	\$ 173,449	\$ -	\$ 185,219
Machinery & Equipment					
Street Sweeper					
Yard Recycling					
401-4109-534.64-00		50,000	198,978	-	248,978
Machinery & Equipment					
Loader					
Total Expenditures		\$ 61,770	\$ 372,427	\$ -	\$ 434,197
REVENUE					
401-0000-331.50-27		\$ -	\$ 198,978	\$ -	\$ 198,978
FEMA- Hurricane Ian					
401-0000-343.41-01		5,934,172	50,000	-	5,984,172
Sanitation Fees					
401-0000-343.41-06		881,966	30,000	-	911,966
Recycling Fees					
401-0000-389.01-00		261,854	93,449	-	355,303
Carryover - Cash					
Total Revenues		\$ 7,077,992	\$ 372,427	\$ -	\$ 7,450,419
RECAP FUND 401					
Total Expenditures		\$ 8,800,390	\$ 372,427	\$ -	\$ 9,172,817
Total Revenues		\$ 8,800,390	\$ 372,427	\$ -	\$ 9,172,817
FUND 402 - WATER/SEWER FUND					
EXPENDITURES					
Sustainability					
402-4002-536.31-00		\$ 122,716	\$ 116,168	\$ -	\$ 238,884
Professional Services					
To budget for Vulnerability Assessment					
Total Expenditures		\$ 122,716	\$ 116,168	\$ -	\$ 238,884
REVENUE					
402-0000-334.39-08		\$ -	\$ 116,168	\$ -	\$ 116,168
Vulnerability Assessment Grant					
Total Revenues		\$ -	\$ 116,168	\$ -	\$ 116,168
RECAP FUND 402					
Total Expenditures		\$ 33,038,699	\$ 116,168	\$ -	\$ 33,154,867
Total Revenues		\$ 33,038,699	\$ 116,168	\$ -	\$ 33,154,867

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
<u>FUND 406-STORMWATER FUND</u>					
<u>EXPENDITURES</u>					
<u>Stormwater</u>					
406-4802-538.63-00		\$ 1,778,115	\$ 60,587	\$ -	\$ 1,838,702
Improvements O/T Building					
Mango St Phase 2	TR2203 60,587				
406-4802-538.64-00		11,770	173,449	-	185,219
Machinery & Equipment					
Street Sweeper					
Total Expenditures		\$ 1,789,885	\$ 234,036	\$ -	\$ 2,023,921
<u>REVENUE</u>					
406-0000-334.40-06		\$ -	\$ 138,750	\$ -	\$ 138,750
Intergovernmental - Mango St Phase 2					
406-0000-389.01-00		312,015	95,286	-	407,301
Carryover - Cash					
Total Revenues		\$ 312,015	\$ 234,036	\$ -	\$ 546,051
<u>RECAP FUND 406</u>					
Total Expenditures		\$ 3,532,275	\$ 234,036	\$ -	\$ 3,766,311
Total Revenues		\$ 3,532,275	\$ 234,036	\$ -	\$ 3,766,311
<u>RECAP - TOTAL CITY BUDGET</u>					
Total Expenditures		\$ 111,871,353	\$ 3,405,689	\$ -	\$ 115,277,042
Total Revenues		\$ 111,871,353	\$ 3,405,689	\$ -	\$ 115,277,042