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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 10, 2017
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Presentation of Museum Pass Program**
 - b. **Pass-A-Grille Way Project Update**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes from the following City Commission meetings: November 1, 2016 regular; November 15, 2016 regular; December 12, 2016; and December 13, 2016 workshop.**

- b. Authorization for the City Manager to purchase 10 pay stations from Cale America to upgrade and replace existing pay by space parking pay stations at a total cost of \$74,760.00**
- c. Authorize the City Manager to grant (sign) an easement to Duke Energy to allow for the placement of a switchgear at Fire Station #22, located at 1950 Pass-a-Grille Way.**
- d. Authorize the City Manager to execute a change order to the existing agreement with Tadorelli Construction, Inc. for \$5,883.75 for the Upham Beach Deck Replacement project.**
- e. Authorize the City Manager to enter into Continuing Contracts for Professional Design Services with Cardno, Inc., Cribb Philbeck Weaver Group, Inc., GGI, LLC (Genesis), George F. Young, Inc., Kimley-Horn and Associates, Inc., and Stanley Consultants, Inc.**
- f. Authorize the City Manager to enter into a purchase agreement with FCS, Inc for \$9,225.00 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.**
- g. Authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$17,000 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.**
- h. Authorize the City Manager to enter into a Federally Funded Public Assistance Funding Agreement with the Federal Emergency Management Agency (FEMA).**

5. Action Items

- a. Reject the one bid received from Morelli Landscaping, Inc. in the amount of \$321,600.00 for Pass-a-Grille Way North Washingtonia Palm Trees and authorize the City Manager to negotiate with Morelli Landscaping for the purchase.**
- b. Authorize the City Manager enter into a Purchasing Agreement with Asphalt Paving Systems, Inc. in the amount of \$158,170.10 to Piggyback an existing contract with Polk County for microsurfacing (rehabilitation) on ten city streets.**
- c. City Clerk Compensation**

6. Ordinances

- a. Ordinance 2016-24, Final Reading and Public Hearing, amending Division 26 - Sign Ordinance of the City's Land Development Code.**
- b. Ordinance No 2016-25 – Final Reading and Public Hearing, Temporary Moratorium for Medical Marijuana Dispensaries**

7. Resolutions

- a. Resolution 2017-01, a Resolution of the City of St. Pete Beach, Pinellas County, Florida declaring as surplus certain city owned vehicles, assets and equipment and authorizing the City Manager to Dispose of said assets in the manner required by law.**

8. Items for Discussion

- a. Consideration of hosting a Powerboat P1 USA Superstock race off the shores of St Pete Beach**

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL: In accordance with Florida Statute 286.0105, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

CITY COMMISSION MEETING

MINUTES

NOVEMBER 1, 2016

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Elaine Edmunds, Administrative Services Director
Jennifer McMahon, Recreation Director

1. Presentations

- a. Proclamation - "Walk like MADD and Dash Day"

Mayor Schechner presented the proclamation to Ms. Amber Waters.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

Bill Pyle, Sunset Way, commented on noise emanating from the Post Card Inn area.

4. Consent

- a. Authorization to approve street closures for the St. Pete Beach Christmas Parade scheduled for Sunday, December 11, 2016. Closures will be Gulf Winds Drive from 64th Avenue to 70th Avenue, 70th Avenue between Gulf Winds Drive and Gulf Boulevard, and Corey Avenue from Gulf Boulevard to Bay Street.
- b. Authorization of payment for annual maintenance support and hosting services from Vermont Systems for the Recreation Department in the amount of \$13,854.00.
- c. Authorization to approve a special event application request for road closure on Pass-A-Grille Way between 8th Avenue and 9th Avenue on December 3, 2016 for the Pass-A-Grille Boat Parade.
- d. Authorization to hang banners over 75th Avenue at Boca Ciega Drive for the two Suntan 100 Artist Shows held the weekends of February 25 & 26, 2017, and November 25 & 26, 2017.

City Manager Saunders reviewed the consent items and recommended approval.

Commissioner Pletcher moved to approve Consent Items 4(a), 4(b), 4(c), and 4(d) as presented. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- a. Authorization to transmit Comprehensive Plan Amendment 02-16 to the Department of Economic Opportunity and other mandated reviewers per FS 163.

Jennifer Bryla, Community Development Director, reported that the applicant-driven amendment to the Comprehensive Plan in the Boutique Hotel District includes a request to increase the Floor Area Ratio (FAR) to 1.6, a clarification to the front setback language and an allowance to what items may be extended above the roofline.

Ms. Bryla noted that staff recommends approval of the request with a 1.4 FAR along with the recommendations included in the staff report.

City Attorney Dickman noted that Item 5(a) is a transmittal only and an administrative decision, not a legislative decision.

Katie Cole, Esq., Cleveland Street, Clearwater, representing the applicant, reviewed the proposed project thus far including amendments to the Comprehensive Plan and the Land Development Code, the Conditional Use Permit applications, and the meetings with architects, industry representatives and surrounding hoteliers.

Robert Czystczon, applicant/Plaza Beach Hotel-Allure Hotel, Gulf Boulevard, provided an overview of the request for increased floor area ratio to include amenities travelers are seeking such as larger rooms for families, on-site restaurants, bars, exercise facilities, banquet rooms, conference rooms, spa services, etc.

Cindy Terratonni, Vice President/Florida Design Consultants, representing the applicant, provided justification for the requested 1.6 FAR, reviewed the project in detail, and presented letters of support from property owners within the Boutique Hotel District.

Timothy Weber, Central Avenue, St. Petersburg, representing Lido Beach Condominium property owners, commented on the data and analysis, studies, density pool and rooftop amenities in regard to the proposed project.

The following individuals spoke against the proposed Comprehensive Plan amendment:

- Bill Pyle, Sunset Way
- Jim Anderson, 41st Avenue
- Betsy Moran, East Vina del Mar Avenue

The following individuals spoke in favor of the proposed Comprehensive Plan amendment at 1.6 FAR:

- Phil Bracheers (phonetic spelling), Treasure Island
- Martin Ackleer (phonetic spelling), Gulf Boulevard
- DJ Mastronio, (phonetic spelling), Gulf Boulevard
- Chris Monroe, 67th Avenue
- Doug Izzo, Chamber of Commerce representative, Gulf Boulevard
- Joseph Katz, Treasure Island
- Brian Reed, St. Petersburg
- Jack Martynow, Palm Crest Hotel and Long Key Hotel, Gulf Boulevard

Commissioner Finnerty moved to continue Item 5(a) to date certain of November 15, 2016. The motion was seconded by Commissioner Pletcher.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Authorize the City Manager to enter into a purchasing agreement with Alan Jay Nissan for the purchase of a 2017 Nissan Frontier pick-up truck in the amount of \$20,271.33 for the Community Development Department.

City Manager Saunders requested Item 5(b) be tabled to the November 15, 2016 Commission meeting.

Commissioner Pletcher moved to continue Item 5(b), authorizing the City Manager to enter into an agreement with vendor Alan Jay Nissan to purchase a 2017 Nissan Frontier pick-up truck in the amount of \$20,271.33 to the November 15, 2016 Commission meeting. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Authorize the City Manager to execute a change order to the existing agreement with Wharton-Smith, Inc. for \$16,119.34 for emergency bypass pumping at Pump Station No. 3.

Mr. Saunders reported that the existing pump failed to operate and a six-inch emergency pump was installed on the evening of June 23, 2016. Wharton-Smith, Inc. installed a bypass pumping system on July 19, 2016 as part of the station rehabilitation.

Commissioner Finnerty moved to approve Item 5(c), to authorize the City Manager to execute a change order to the existing agreement with Wharton-Smith, Inc. for \$16,119.34 for an emergency bypass pump at Pump Station No. 3. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Authorize the City Manager to enter into a purchase agreement with Progressive Environmental (SWS) for \$81,303.74 for emergency pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Mr. Saunders reported that, in connection with the Inflow & Infiltration (I&I) Study, a 21-inch trunk line underwent an emergency cleaning to minimize the likelihood of a sanitary sewer overflow.

Vice Mayor Falkenstein moved to approve Item 5(d), to authorize the City Manager to enter into a purchase agreement with Progressive Environmental (SWS) for \$81,303.74 for emergency pumping of the

wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

There were no ordinances presented.

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

There were no items for discussion presented.

9. Audience Comments 2

There were no audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following item:

- Voting for the November 8, 2016 election in District 4 will take place at the Pass-A-Grille Community Church, 107 16th Avenue

City Manager Saunders reported on the following item:

- Offered an apology for missing the last Commission meeting due to illness.

City Attorney Dickman had no report.

Commissioner Pletcher reported on the following items:

- Vina del Mar distributed a survey in regard to designing a new entrance
- Coyotes have been sighted
- Vina del Mar will hold a community garage sale on Saturday, November 5, 2016

Commissioner Friszolowski reported on the following items:

- Belle Vista Civic Association will hold a garage sale on November 12, 2016
- Lido Beach Civic Association will hold a neighborhood meeting on November 17, 2016 at Lido Park

Commissioner Finnerty reported on the following items:

- Attended an Urban Administration Committee conference in Orlando
- Egan Park Phase II monies will be transferred from the services fund to the project fund
- Expressed appreciation to the Recreation Director in regard to applying for a \$50,000 grant for Egan Park playground equipment
- Reconsideration of serving alcohol on the beach
- The American Legion Post 305 will sponsor a Veterans Day celebration at 11:00 a.m. on November 11, 2016

Vice Mayor Falkenstein reported on the following items:

- Presentation of the stormwater vault system on the beach
- Two dead palm trees along Pinellas Bayway
- Self-pruning palm trees
- Skidder's Restaurant monument

Mayor Schechner reported on the following items:

- Good attendance at the last October Concert in the Park
- Attended the employee quarterly luncheon at Horan Park
- Attended a Big C Meeting
- Attended a press conference and kick-off for the Gulf Beaches Rotary Pedestrian Safety Awareness Program
- Will welcome a bike tour to the Sirata Beach Resort on November 2, 2016 through November 5, 2016
- Thanksgiving concert is scheduled at Pass-A-Grille Church at 7:00 p.m. on November 16, 2016
- Pinellas County will sponsor a mobile chemical collection drive at 1617 49th Street South
- Tea with the Mayor and City Manager scheduled for residents on November 16, 2016 at 3:30 p.m. and monthly thereafter

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:45 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

NOVEMBER 15, 2016

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Jennifer McMahon, Recreation Director

1. Presentations

There were no presentations.

2. Changes to the Agenda

City Manager Saunders requested to withdraw Item 5(a) at the applicant's request.

3. Audience Comments

The following individuals spoke in opposition to Comprehensive Plan amendments:

- Bill Jacobs, Gulf Boulevard
- Bill Pyle, Sunset Way

The following individuals spoke in regard to lack of signage and enforcement of wake laws on the Intracoastal channel:

- Christopher Ferry, Blind Pass Road
- John Ferry, Blind Pass Road

4. Consent

- a. Authorization for the City Manager to sign the Employee Health Insurance Enrollment renewal with Florida Blue.
- b. Authorization for the City Manager to sign and send a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.
- c. Authorization for the City Manager to sign an Employer Agreement with Guardian to provide employee dental insurance for 2017.
- d. Authorization to approve a special event application request for a beach fire on Pass-a-Grille beach on December 15, 2016.
- e. Authorization for street closures for four craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2017 events: Corey Art & Craft Show January 14-15, 2017; Corey Art & Craft Show March 25-26, 2017; Corey Art & Craft Show June 3-4, 2017; Corey Art & Craft Show December 2-3, 2017
- f. Authorize the City Manager to sign Amendment No. 1 to the Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities and reclaimed waterlines maintained by Pinellas County in conjunction with Phase I (north) of the Pass-a-Grille Way Reconstruction Project.
- g. Authorize the City Manager to sign an Inter-Local Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities maintained, supplied and operated by Pinellas County in conjunction with the Blind Pass Road Reconstruction Project.
- h. Authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$18,950 for emergency pumping of the wastewater system to facilitate the cleaning of our blocked and surcharged wastewater trunk lines.
- i. Authorize the City Manager to execute a change order to the existing agreement with Taborelli Construction, Inc. for \$17,987.70 for the Upham Beach Deck Replacement project.

Mr. Saunders reviewed the Consent items and recommended approval.

Commissioner Friszolowski moved to approve Consent Items 4(a), (b), (c), (d), (e), (f), (g), (h) and (i) as presented. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- ~~a. Authorization to transmit Comprehensive Plan Amendment 02-16 to the Department of Economic Opportunity and other mandated reviewers per FS 163~~

Item 5(a) was withdrawn by the applicant.

- b. Authorize the City Manager to enter into a purchasing agreement with Alan Jay Nissan for the purchase of a 2017 Nissan Frontier pick-up truck in the amount of \$20,271.33 for the Community Development Department.

City Manager Saunders noted the vehicle will be used by the new Code Enforcement Officer.

Commissioner Finnerty moved to approve Item 5(b), to authorize the City Manager to enter into an agreement with vendor Alan Jay Nissan to purchase a 2017 Nissan Frontier pickup truck in the amount of \$20,271.33. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. City Manager Compensation

Commissioner Pletcher moved to approve Item 5(c), to approve the City Manager's salary be adjusted by 5%, from \$145,000.00 to \$152,250.00, effective on his anniversary date of November 3, 2016. The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

Bill Pyle, Sunset Way, spoke in support of the wage adjustment.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2016-03, Final Reading and Adoption, amending Chapter 86, Utilities, of the City of St. Pete Beach Code of Ordinances, Section(s) 86-147 - 86-153, pertaining to Fats, Oils, and Grease (FOG).

Community Development Director, Jennifer Bryla, noted the changes to fees and the effective date that were requested during the first reading of the FOG ordinance.

Commissioner Finnerty moved to approve Item 6(a), Ordinance 2016-03, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendment of Chapter 86, Utilities, of the City of St. Pete Beach Code of Ordinances, Section(s) 86-147 to 86-153, pertaining to Fats, Oils and Grease (FOG); providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Ordinance 2016-22, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General Fund for fiscal year ending September 30, 2016, providing for funding and providing an effective date.

The proposed ordinance recognizes the revenue from the BP Oil settlement agreement, with \$432,264.00 appropriated to attorney fees and the net amount of \$1,167,736.00 to the General Fund.

Vice Mayor Falkenstein moved to approve Item 6(b), Ordinance 2016-22, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing for a supplemental appropriation to the General Fund for Fiscal Year ending September 30, 2016; providing for funding; providing for an effective date. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

- a. Resolution No. 2016-18, Re-appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate.

City Attorney Dickman noted that Ms. Amber Ashton has completed one year in the position of Special Magistrate, Parking Citation Hearing Officer and Administrative Appeals Hearing Officer.

Commissioner Friszolowski moved to approve Item 7(a), to approve Resolution 2016-18, a resolution of the City of St. Pete Beach, Pinellas County, Florida, reappointing Ms. Amber E. Ashton as the Parking Citation Hearing Officer, Administrative Hearing Officer and Special Magistrate. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

8. Items for Discussion

Commissioner Pletcher requested to discuss the “Tea with the Mayor and City Manager” meetings proposed on a monthly basis.

Commissioner Friszolowski requested to schedule a future discussion and power point presentation in regard to Pass-a-Grille Way.

Mayor Schechner requested to discuss the concept of a “community of residents with tourism” versus a “tourist community with residents”.

9. Audience Comments 2

Bill Pyle, Sunset Way, commented on advisory board minutes and the Technical Review Committee procedures.

Al Johnson, Blind Pass Road, commented on on-line meeting videos and the concept of community versus tourists.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following item:

- The Qualification Period for the March 14, 2017 election is December 1, 2016 through December 9, 2016, noon to noon; the Candidate Guidebooks are available as of November 18, 2016

City Manager Saunders reported on the following items:

- Holiday boat and land parades
- Rebuild of Pump Station No. 3 is complete
- Renovation of the Warren Webster Community Center is near completion

City Attorney Dickman reported on the following items:

- Update on pending legal cases
- Executive Session scheduled for 5:00 p.m. on Monday, December 12, 2016 to report on the Chmielewski mediation

Commissioner Finnerty reported on the following items:

- Veterans Day at the American Legion Post 305
- Gulf Beaches Elementary School students wrote letters to veterans
- Expressed appreciation to The Swigam Bar for their donation to Support Our Troops

Vice Mayor Falkenstein reported on the following items:

- Cable services work schedule along Gulf Boulevard
- Status of the Upham Beach concession stand
- Speed bump along Sunset Way
- Final construction schedule for Blind Pass Road

Commissioner Friszolowski reported on the following items:

- Expressed appreciation to Planning Board member, Martin Lott, for his voluntary service to the City
- Appointed Marvin Shavlan to the Planning Board
- Lido Beach Civic Association meeting scheduled for November 17, 2016
- Belle Vista Civic Association meeting scheduled for December 8, 2016
- Congratulated Joanne Lentino on her successful campaign for Pinellas County School Board

Commissioner Pletcher reported on the following item:

- Priority is to residents

Mayor Schechner reported on the following items:

- Mayors Council Holiday Luncheon scheduled for December 2, 2016
- Fish Broil was very successful
- Veterans Day celebration at the American Legion was very successful
- Will attend the Task Force in regard to the sewer system in Pinellas County
- Happy Thanksgiving to everybody

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:00 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

DECEMBER 12, 2016

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Mike Clarke, Public Works Director
Elaine Edmunds, Administrative Services Director
Jennifer McMahon, Recreation director

1. Presentations

- a. 60th Anniversary Update

Jennifer McMahon, Recreation Director, provided detailed information in regard to the events scheduled throughout 2017.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

There were no audience comments.

4. Consent

- a. Approval of minutes from the following City Commission meetings: September 20, 2016 regular meeting; October 11, 2016 workshop; October 11, 2016 regular meeting; October 25, 2016 regular meeting; and November 1, 2016 Executive Session.
- b. Authorization to approve a special event application and street closure for "Pieces of Eight" Block Parties scheduled for January 21, May 13, and October 14, 2017.
- c. Authorization to approve special event application and street closure for the St. Pete Beach Classic for January 15-17, 2017. Closures, as indicated on SPB Classic race routes, would be in effect on January 16th and 17th from 6:00 a.m. to 10:00 a.m.
- d. Authorize the City Manager to execute four change orders to the existing agreement with Wharton-Smith, Inc., for a total of \$10,687.82 for Pump Station #3.
- e. Authorize the City Manager to enter into a purchase agreement with FCS, Inc. for \$15,918.75 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.
- f. Authorize the City Manager to sign a Grant Agreement with the Florida Department of Environmental Protection Division of Water Restoration Assistance to provide \$500,000 in financial assistance for the Blind Pass Road Stormwater Redesign and Roadway Reconstruction Project.
- g. Authorize the City Manager to prequalify Ajax Paving Industries of Florida, LLC, Gibbs & Register, Inc., Pepper Contracting Services, Inc., Gator Grading and Paving, Inc. and David Nelson Construction Company to provide General Contractor services for the Blind Pass Road Reconstruction project.
- h. Approval of payment to Pinellas County Supervisor of Elections in the amount of \$10,380.12 to conduct the March 14, 2017 municipal election.

City Manager reviewed the Consent Items, requested a date change on Item 4(c) and recommended approval as amended.

Commissioner Friszolowski moved to approve Consent Items 4(a), (b), (c), (d), (e), (f), (g) and (h) as amended. The motion was seconded by Commissioner Pletcher.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- a. Authorize the City Manager to enter into a purchase agreement with Alto Construction Company, Inc. in the amount of \$33,192.50 for the 37th Avenue Pavement Repairs.

The wastewater system repairs are due to damage caused by Tropical Storm Hermine.

Commissioner Finnerty moved to approve Item 5(a), to authorize the City Manager to enter into a purchase agreement with Alto Construction Company, Inc. in the amount of \$33,192.50 for the 37th Avenue Pavement Repairs. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Authorize the City Manager to enter into a purchase agreement with Everglades Farm Equipment in the amount of \$34,912.00 for the purchase of a John Deere Mini-Excavator.

The purchase will piggyback on the Florida Sheriff's Association Contract for the additional piece of equipment.

Commissioner Pletcher moved to approve Item 5(b), to authorize the City Manager to enter into a purchase agreement with Everglades Farm Equipment for \$34,912.00 for the purchase of a John Deere Mini-Excavator. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Authorize the City Manager to enter into an Agreement for Professional Services with Cribb Philbeck Weaver Group, Inc. (CPWG) in an amount not to exceed \$5,600,000 (through FY18) to piggyback on an existing contract between CPWG and the City of Indian Rocks Beach for the undergrounding of public utilities on Gulf Boulevard.

CPWG is currently working with several beach communities in regard to the Gulf Boulevard improvements and will work on schematics to provide preliminary costs prior to continuing with any undergrounding work.

Vice Mayor Falkenstein moved to approve Item 5(c), to authorize the City Manager to enter into an agreement for professional services with Cribb Philbeck Weaver Group, Inc. (CPWG) in an amount not to exceed \$5,600,000, to piggyback on an existing contract between CPWG and the City of Indian Rocks Beach for the undergrounding of public utilities on Gulf Boulevard. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Authorize the City Manager to enter into a purchase agreement with Hinterland Group, Inc. in the amount of \$416,050.00 for the Wastewater Lift Station Numbers 8 and 16 Project.

City Manager noted that the two lift stations are located in the Belle Vista neighborhood and are included in the on-going rehabilitation project.

Commissioner Friszolowski moved to approve Item 5(d), to authorize the City Manager to enter into a purchase agreement with Hinterland Group, Inc. in the amount of \$416,050.00 for the Wastewater Lift Station Nos. 8 and 16 Project. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- e. Authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration (I&I).

City Manager Saunders reported that Items 5(e), (f) and (g) are linked in order to move forward with the I&I repairs identified in the study.

Commissioner Pletcher moved to approve Item 5(e), to authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation, with purchases made under this agreement not to exceed the FY17 CIP budget for inflow and infiltration. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- f. Authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Point Repairs, with purchases made under this agreement not to exceed the FY17 CIP budget for inflow and infiltration.

Commissioner Finnerty moved to approve Item 5(f), to authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Point Repairs, with purchases made under this agreement not to exceed the FY17 CIP budget for inflow and infiltration. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- g. Authorize the City Manager to enter into a unit price purchasing agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining, with purchases made under this agreement not to exceed the FY17 CIP budget for inflow and infiltration.

Commissioner Finnerty moved to approve Item 5(g), to authorize the City Manager to enter into a unit price purchasing agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining, with purchases made under this agreement not to exceed the FY17 CIP budget for inflow and infiltration. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- h. Reallocation of General Fund Expenditures

The budget adjustments include an overage in legal fees due to the payment in the Anderson case and an overage in law enforcement pension costs.

Vice Mayor Falkenstein moved to approve Item 5(h), to approve the transfer of funds within the general fund budget from the Administrative Services Department of \$102,000 to the legal budget (\$57,000) and the law enforcement budget (\$45,000). The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- i. City Clerk Compensation

Commissioner Finnerty moved to postpone Item 5(i) to the January 10, 2017 commission meeting. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comment, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2016-22, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the general fund for fiscal year ending September 30, 2016; providing for funding and providing for an effective date.

Mr. Saunders reported that the proposed ordinance will provide the supplemental appropriation and revenue in the amount of \$432,000 and \$1,600,000 respectively, resulting from the BP Oil settlement.

Commissioner Friszolowski moved to approve Item 6(a), Ordinance 2016-22, upon final reading, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General Fund for Fiscal Year ending September 30, 2016; providing for funding; providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comment, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Ordinance 2016-25, First Reading, Temporary Moratorium for Medical Marijuana Dispensaries

City Attorney Dickman explained that the proposed ordinance will establish a temporary moratorium on regulating dispensaries and treatment facilities in regard to the recently enacted medical marijuana law, "Compassionate Medical Cannabis Act of 2014."

Commissioner Pletcher moved to approve Item 6(b), Ordinance 2016-25, upon first reading, an ordinance of the City of St. Pete Beach, Florida imposing a temporary moratorium on the establishment and operation of medical marijuana dispensing organizations and medical marijuana treatment centers within the city for a period of one hundred and eighty (180) days; providing for severability, conflicts and an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

There were no resolutions submitted.

8. Items for Discussion

There were no items for discussion submitted.

9. Audience Comments 2

There were no additional audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following items:

- The League of Women Voters will sponsor a Candidate Night Forum for the successful mayoral candidates on Thursday, February 16, 2017.
- New regulation in regard to printing ballots in Spanish – additional information will be forwarded when received from the elections office

City Manager Saunders reported on the following item:

- City Commission workshop scheduled for Tuesday, December 13th at 4:00 p.m.

City Attorney Dickman reported on the following item:

- Litigation updates

Commissioner Finnerty reported on the following item:

- Will provide information in regard to action items from the Florida League of Cities conference

Vice Mayor Falkenstein reported on the following items:

- Honor Walk participation
- Upham Beach concession stand repairs are complete

Commissioner Friszolowski reported on the following items:

- Complimented staff on the community holiday parties and parades
- Belle Vista Civic Association held their holiday party in Bill Corrotto Park
- Lido Beach Civic Association will hold their community meeting on 12/15/2016
- Congratulated the successful, unopposed candidates in Districts 2 and 4 and commented on the mayoral race criteria

Commissioner Pletcher reported on the following items:

- A holiday bonfire is scheduled in Pass-a-Grille on December 15th at the end of 8th Avenue on the beach; drop off wood between 1st and 2nd Avenues before December 15, 2016
- Vina del Mar Neighborhood Association will hold their holiday dinner at Dolphin Beach Resort on Wednesday, December 14, 2016
- Sailboat that ran ashore is still beached

Mayor Schechner reported on the following Items:

- Joined the Gulf Beaches Historical Museum as a docent
- Workshop on the stormwater and sewer systems will be held on December 13, 2016 at 4:00 p.m.

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:20 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING - WORKSHOP

MINUTES

DECEMBER 13, 2016

4:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 4:05 p.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Ian Wade, Project Manager

1. Sewer System Update

Mike Clarke, Public Works Director, reviewed the power point presentation as follows:

- Sanitary Sewer Capacity Report (Delivered September 2016)
 - o New sanitary force main from Pump Station No. 2 to Pump Station No. 1
 - o New sanitary force main from Pump Station No. 3 to Pump Station No. 2
 - o Four new sanitary gravity cross-overs across Gulf Boulevard
- I&I Study (due in January 2017)
- Funding for I&I Repairs; Pump Station Nos. 2 to 1, 3 to 2 and crossovers; Pass-a-Grille Phase I and Phase II

2. Stormwater System Discussion

Mr. Clarke reported that the Stormwater Master Plan developed in 1993 was updated in 2012 to include:

- An updated flood modelling with GIS technology
- An analysis of pollutant load with calculations
- Specified 'best management practices' for each basin
- Updated cost estimates

With the following results:

- Seventeen basin recommendations are incorporated into the Pass-a-Grille Way Improvement Projects I and II
- Three basin recommendations are included into the Blind Pass Road Improvement Project

Action Items for FY 17:

- Seven Hurricane Hermine projects are pending FEMA approval and reimbursement
- Seven local projects are scheduled for design or repair
 - o Five street-end or pipe-end failure locations
 - o Pass-a-Grille shell alley flooding solution analysis
 - o El Centro storm connection to Gulf Boulevard
- Recommendation to transfer \$100,000 from the Blind Pass Road project to perform the local projects with reimbursement made during FY18

Tom Perry, Boca Ciega Isle Drive, requested information on how the wastewater is pumped out of St. Pete Beach.

Tim Bogott, TradeWinds Island Resort, questioned the status of the stormwater study that is part of the settlement agreement.

3. Gulf Boulevard Undergrounding Project

City Manager Wayne Saunders reviewed the beautification project which is funded, based on population, by the Penny for Pinellas program. Improvements specified by beach communities through the Big C organization include undergrounding utilities, entrance signs, improved lighting, landscaping and benches.

Mr. Saunders requested to place the project on the January 10, 2017 agenda for further discussion and priority listing.

4. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 4:35 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization for the City Manager to purchase 10 pay stations from Cale America to upgrade and replace existing pay by space parking pay stations at a total cost of \$74,760.00

Date: January 10, 2017

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Administrative Services Director

Summary of Issue This purchase is the third phase of a four-year replacement plan to upgrade existing 12 year old parking pay stations located throughout the City. Since implementation of the replacement plan fourteen units of 34 have been replaced.

Staff recommends maintaining Cale America as the sole source vendor for the City pay stations as all thirty four units collectively communicate and transmit enforcement data, revenue, maintenance issues via the Cale America software systems and internet back office site utilized by the City. The pay stations are locally serviced by Cale America technicians annually by contract.

Unit pricing for this purchase equals that of the City of Deerfield Beach Fl., who issued RFP #12/13-24 seeking competitive bids for parking pay stations and subsequently awarded the contract to Cale America for the purchase of same. The Deerfield Beach RFP/cooperative pricing quote was also utilized by Hillsborough County on 7/29/16 for the purchase of like parking pay stations.

Requested Motion: “I move that the City Manager be authorized to purchase 10 parking pay stations from Cale America to upgrade and replace existing pay by space parking pay stations at a cost of \$74,760.00.”

Attachment: Cale America Quote

**Reviewed by the
City Manager** WS



Cale - Confidential Quotation

For: St.Pete Beach

Quote Issued: December 14, 2016

Quote Expires: January 31, 2017

Quote Name: St. Pete Beach CWT

Quote ID: 3

General Information

Bill To:

St.Pete Beach
200 76th Avenue
St.Pete Beach, FL 33706

Contact:

St.Pete Beach
200 76th Avenue
St.Pete Beach, FL 33706

Prepared By:

Natalie Pick

Prepared For:

Dan O'Connor

Equipment

Product Name	Quantity	Unit Price	Year One Total	Year Two Total	Year Three Total
CWT Pay Station	10	\$7,101.00	\$71,010.00		
Coin Acceptance	10	\$0.00	\$0.00		
Credit/Debit Card Acceptance	10	\$0.00	\$0.00		
Solar Charging	10	\$0.00	\$0.00		
Pay by License Plate	10	\$0.00	\$0.00		
Pay by Space	10	\$0.00	\$0.00		
Annual Total			\$71,010.00	\$0.00	\$0.00

General Services

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
Estimated CWT Shipping	10	\$100.00	\$1,000.00		
CWT Installation	10	\$275.00	\$2,750.00		
Annual Total			\$3,750.00	\$0.00	\$0.00

Payment Services

Product Name	Quantity	Transaction Fee

Total Costs

Year One Total	Year Two Total	Year Three Total
\$74,760.00	\$0.00	\$0.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Cale for the same products and services, if any:

Accepted by: _____ Date: ____/____/____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to grant (sign) an easement to Duke Energy to allow for the placement of a switchgear at Fire Station #22, located at 1950 Pass-a-Grille Way.

Date: January 10, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary of
Issue:**

In order to facilitate the installation of the necessary undergrounded electrical infrastructure for the Pass-a-Grille Way Reconstruction project, Duke Energy has indicated that an electrical switchgear must be installed in front of Fire Station #22.

Since this is a City-owned property, the City must grant Duke an easement to install and maintain this equipment.

Funding: N/A

**Requested
Motion:**

“Authorize the City Manager to grant (sign) an easement to Duke Energy to allow for the placement of a switchgear at Fire Station #22, located at 1950 Pass-a-Grille Way.”

Attachments: Duke Easement

**Reviewed by
City Manager:**

WS

Pinellas County, Florida
Work Request #: PG-UG-1904 20th Ave
Address: 1904 20th Ave N
STR: 18-32S-16E

EASEMENT

THIS EASEMENT ("Easement") from **City of St. Pete Beach**, 155 Corey Ave, St. Pete Beach, Florida 33706 ("**GRANTOR**," whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

Lots 25 and 26, along with the North 7.50 feet of vacated alley on South side of Lot 25, PHILLIPS DIVISION REVISED MAP OF BLOCK H, according to the map or plat thereof as recorded in Plat Book 3, Page 38, of the Public Records of Pinellas County, Florida.

Tax Parcel Number: 18-32-16-68634-008-0250

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**'s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR**'s expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR**'s adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 2017, and is effective as of the Effective Date herein.

GRANTOR:

City of St. Pete Beach

Name of Municipality

ATTEST:

City Attorney

City Manager

Print or Type Name

Print or Type Name

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature of First Witness

155 Corey Ave

St. Pete Beach, Florida 33706

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 2017,
by _____ and _____, its
City Attorney and its City Manager, respectively of
_____, who is/are personally known to me or who
has/have produced _____ as identification.

NOTARY SEAL

Name:

Notary Public

Serial Number:

My Commission Expires:

St. Pete Beach City Commission Agenda Report

Issue

Considered: Authorize the City Manager to execute a change order to the existing agreement with Taborelli Construction, Inc. for \$5,883.75 for the Upham Beach Deck Replacement project.

Date: January 10, 2017

Prepared By: Mike Clarke, Public Services Director

Summary Of Issue:

The existing dune walkover and deck surrounding the concession stand at Upham Beach are reaching the end of their service lives. On August 4, 2016, the City received sealed bids from three contractors to perform the repairs. After a review of the lump sum prices provided, Taborelli was determined to be the lowest qualified bidder.

The scope of the project, which had a FY16 budget of \$90,000 (with an additional \$45,000 budgeted for "Phase II" in FY17), included the replacement of the stringers, decking, and hand rail of these structures. The cost associated with replacement of foundations (piles and/or caps) was also requested as an optional service in case replacement was determined to be necessary upon removal of decking.

Upon removal of the last of the decking, it was determined that in addition to the 13 piles and 13 pile caps replaced under change order 1, an additional 1 pile and 5 pile caps also needed replacement. Based on the optional service (bid alternate) rates provided by Taborelli in their bid for the piles, caps, and the preparation of As-Built drawings, the attached change order summary was provided to the City.

Also included in this change order request is the implementation of a revised decking pattern, which required additional planks and stringer realignment. The final item also included in this change order was the cost for Taborelli to leave the existing fencing in place after their work was complete to allow City staff to complete additional renovations to the concession stand which were not part of the original scope of the project.

Funding: The deck replacement was budgeted in FY16 for \$90,000. This change order increases the cost of the project to \$102,381.20 which is \$12,381.16 (14%) over the budgeted amount. In FY17, \$45,000 is budgeted for additional improvements to the Upham Beach Concession. The overage in the deck replacement will be deducted from the \$45,000 and reduce the amount available for additional improvements to \$32,618.54.

Requested Motion: “I move to authorize the City Manager to execute a change order to the existing agreement with Taborelli Construction, Inc. for \$5,883.75 for the Upham Beach Deck Replacement project.”

Attachments: Change Order 2

Reviewed by
City Manager: WS

Change Order 2

Contractor: TABORELLI CONSTRUCTION, INC.

Project: Upham Beach Deck Repairs

Owner: City of St. Pete Beach, Florida

Item#	Description	Cost
1	Revised decking pattern	\$ 1,998.33
2	1 x Pile Replacement	\$ 724.45
3	5 x Pile Cap Replacement	\$ 1,883.75
4	Extend fence rental	\$ 477.22
5	As built drawing	\$ 800.00
	TOTAL	\$ 5,883.75

City of St. Pete Beach, Florida

Date

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to enter into Continuing Contracts for Professional Design Services with Cardno, Inc., Cribb Philbeck Weaver Group, Inc., GGI, LLC (Genesis), George F. Young, Inc., Kimley-Horn and Associates, Inc., and Stanley Consultants, Inc.

Date: January 10, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary of
Issue:**

On September 23rd, 2016, the City published a Request for Qualifications (RFQ) to receive a Statement of Qualifications (SOQ) package from qualified firms capable of providing Professional Design Services under a continuing contract. Each interested firm submitted a SOQ application package which included an overview of the firm (profile), design experience, legal and safety records, project and credit references, and financials (insurance, bonding capacity, and revenue).

On October 27th, 2016, the City received SOQ's from twenty firms. After a review by the City's Evaluation Committee, the City selected six firms to award Continuing Contracts for Professional Design Services. These firms, which are listed alphabetically, were Cardno, Inc., Cribb Philbeck Weaver Group, Inc., GGI, LLC (Genesis), George F. Young, Inc., Kimley-Horn and Associates, Inc., and Stanley Consultants, Inc.

Funding: N/A

**Requested
Motion:**

"Authorize the City Manager to enter into Continuing Contracts for Professional Design Services with Cardno, Inc., Cribb Philbeck Weaver Group, Inc., GGI, LLC (Genesis), George F. Young, Inc., Kimley-Horn and Associates, Inc., and Stanley Consultants, Inc."

Attachments: Continuing Contract for Professional Design Services

**Reviewed by
City Manager:**

WS

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

-

This is a Contract (the "Contract") entered into by and between the City of St. Pete Beach (hereinafter "CITY") and - (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the "Parties."

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design and Consulting Services for the CITY, more fully described below in the "scope of services" section; and,

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design and Consulting Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the "Consultants' Competitive Negotiation Act" in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.4 "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 1.5 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an

active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

- 1.6 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, due date October 27, 2016, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.
- 2.4 TASK ORDERS. Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and

method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the

CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.

- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 PAYMENT IN THE EVENT OF CONTRACT TERMINANATION OR SUSPENSION. In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.

- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

- 6.1 **GENERAL.** The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

11.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 **TERMINATION BY CITY FOR CAUSE.** The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.

- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. In the event of any of the causes described in this Contract, the CITY's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.
- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation

to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall 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, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:
- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.

- b. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. **AUTOMOBILE LIABILITY.** The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. **PROFESSIONAL LIABILITY INSURANCE.** Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. **CERTIFICATES OF INSURANCE.** The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

- 11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment.

- 11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

- 12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.
- 12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.
- 12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.
- 12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.
- 12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

- 13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.
- 13.2 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this

Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the

date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "Engineering and Consulting Services" (issued September 23, 2016), the proposal submitted October 27, 2016 and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

Exhibit C: Florida Public Records Law.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year set forth below.

-:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”

TASK ORDER FORM

EXHIBIT “C”

Florida Public Records Law

119.0701, Fla.Stat. Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011](#)(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with FCS, Inc for \$9,225.00 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Date: January 10, 2017

Prepared By: Mike Clarke, Public Services Director

Summary

Of Issue: The City's contractor, Underground Information Technologies, Inc. (UIT), has nearly completed the cleaning and televising of our entire wastewater collection system as part of our ongoing Inflow & Infiltration (I & I) study.

Among the sections recently completed was a substantially obstructed section of 21 inch trunk line on Gulf Boulevard. In order to accomplish the cleaning of this line and minimize delays and the likelihood of another sanitary sewer overflow, the City enlisted the services of FCS, Inc. to pump wastewater from manholes in support of UIT's crew. Had the City not elected to enlist FCS, Inc. for this assistance, this line would have remained obstructed for months to come, making the likelihood of an overflow high.

The City selected FCS, Inc. to provide this service based on the recent experience they have with following our Standard Operating Procedure for this type of pumping activity. FCS indicated that they had immediate truck availability. Based on these criteria, we are requesting a waiver of the City's bid requirements for a Purchase of this type.

Funding: These costs will be charged to FY16 I&I CIP. The FY17 I&I CIP budget includes a \$500,000 carryover of FY16 I& I repair monies. The additional charges for pumping required during the televising have reduced the amount available for carryover by \$136,474.41 to \$363,525.59.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with FCS, Inc for \$9,925.00 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines."

Attachments: Invoice #334652

Reviewed by
City Manager: WS

**FCS INC.****Go Green with the FCS Team**Recycling GT Waste & Yellow Oil
PERMIT #PCH0004-07/17 LIC #CFC056982INVOICE # **334652****REMIT TO:**3813 126th Avenue N., Suite 13
Clearwater, FL 33762
(727) 576-1111 24 Hr Emg.ACCOUNT # **344**NAME
ADDRESS
CITY
STATE**City of St Pete Beach**
155 Cory Avenue
SPB, Florida 33706

PO#	WO#	PHONE NUMBER	727-224-4182	CK. #	CREDIT CARD	C.O.D.	NET 10		
PUMPINGS	JETTINGS	CAR WASH	TRAPS	INTERCEPTORS	LIFTSTATION	DRAINFIELD	SEPTIC	OB	PAY THIS AMOUNT
J. Kretzer @ ST PETE BEACH. ORG									#9225.00
Eng Pumping & Hauling									
COMMENTS									
Baffle intact and unobstructed								☒ NA	☐ Yes ☐ Needs Repair
Cover secure & in good condition								☐ Yes ☐ Needs Repair	
Inlet/outlet pipes intact and in place								☐ Yes ☐ Needs Repair	
Walls & bottom in good condition								☐ Yes ☐ Needs Repair	
								TOTAL	#9225.00

Interceptor T-1 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch, Total Depth: _____
Condition: T-2 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ Time In _____ Out _____
T-3 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ AM/PM AM/PM

DRIVER: **Greg** DECAL # _____ TAG# _____ Volume Pumped (_____)

Week of 9-19-2016 through 9-23-2016.
See Attached

Customer Signature:**Thank You****Date:****9/26/2016****Print Customer Name:****Driver Signature:****Date:**

CERTIFICATION: I certify that the above information is true and accurate. I further certify that said device was completely pumped and cleaned, and no materials were pumped back into the device or the Jurisdiction Utilities wastewater collection system. I understand that falsification of this information is a violation of the Jurisdiction Utilities Ordinances and I may be subject to enforcement action in accordance with the provisions set forth therein (PCCS #126-613).

ACCEPTANCE OF WORK PERFORMED. I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action.

Discharge Approval: On this date _____ and time _____, the waste listed in this manifest were approved for discharge, and were disposed by the hauler at the following permitted treatment facility: _____

Operator Signature:**Disposal Manifest #****Comments:****UNIFIED MANIFEST • Retain this form at least 3 years in your files.**

City of St. Pete Beach

Monday 9/19/16	Driver	Hours		Rate		Totals
Truck & Man						
7:00am-4:00pm	Greg	9	x	\$225.00	=	\$2,025.00
Tuesday 9/20/16						
7:00am-4:00pm	Greg	9	x	\$225.00	=	\$2,025.00
Wednesday 9/21/16						
6:30am-3:45pm	Steve	9.25	x	\$225.00		\$2,081.25
Thursday 9/22/16						
6:30am-4:00pm	Steve	9.5	x	\$225.00		\$2,137.50
Friday 9/23/16						
7:00am-11:15am	Steve	4.25	x	\$225.00		\$956.25
				Total	=	\$9,225.00

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$17,000 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Date: January 10, 2017

Prepared By: Mike Clarke, Public Services Director

Summary

Of Issue: The City's contractor, Underground Information Technologies, Inc. (UIT), has nearly completed the cleaning and televising of our entire wastewater collection system as part of our ongoing Inflow & Infiltration (I & I) study.

Among the sections recently completed was a substantially obstructed section of 21 inch trunk line on Gulf Boulevard. In order to accomplish the cleaning of this line and minimize delays and the likelihood of another sanitary sewer overflow, the City enlisted the services of Seminole Septic to pump wastewater from manholes in support of UIT's crew. Had the City not elected to enlist Seminole Septic for this emergency assistance, this line would have remained obstructed for months to come, making the likelihood of an overflow similar to the one experienced during Hurricane Hermine high.

The City selected Seminole Septic to provide this service based on the recent experience they have with following our Standard Operating Procedure for this type of pumping activity. Seminole Septic indicated that they had immediate truck availability. Based on this, we are requesting a waiver of the City's bid requirements for a Purchase of this type.

Funding: These costs will be charged to FY16 I&I CIP. The FY17 I&I CIP budget includes a \$500,000 carryover of FY16 I&I repair monies. The additional charges for pumping required during the televising have reduced the amount available for carryover by \$136,474.41 to \$363,525.59.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$17,000 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines."

Attachments: Invoice #54323

**Reviewed by
City Manager:** WS

Seminole Septic, Inc.
8530 Starkey Rd.
Seminole, FL 33777-2835

Invoice

Date	Invoice #
10/07/2016	54323

Office (727)-392-1352 Fax (727)-393-0413

Grease Traps, Lift Stations, Jet Cleaning, Televising, Vector Combination Truck & More ...

Bill To:
City of St. Pete Beach 155 Corey Ave. St.Pete Beach, FL 33706

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
Scheduled pumping of manhole as directed. 09/29/16 through 09/30/16: Worked 32.75 hours and hauled 144,000 gallons.	32.75	200.00	6,550.00
Scheduled pumping of manhole as directed. 10/03/16 through 10/06/16: Worked 52.25 hours and hauled 224,000	52.25	200.00	10,450.00
Customer Signature		Total	\$17,000.00
Interest of 1 1/2% per month on past due invoices. Customer agrees to pay all collection costs, including legal fees on past due balances.		Payments/Credits	\$0.00
All sales are final.		Balance Due	\$17,000.00

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to enter into a Federally Funded Public Assistance Funding Agreement with the Federal Emergency Management Agency (FEMA).

Date: January 10, 2017

Prepared By: Mike Clarke, Public Services Director

Summary

Of Issue: The State and Federal government, specifically the Federal Emergency Management Agency (FEMA), acknowledges that the event "FEMA-4280-DR-Hurricane Hermine" was declared September 28, 2016 with Pinellas County (and the local municipalities within the County) included in those approved for public assistance funding;

In order to be eligible to receive reimbursement for activities performed in response to this event, the City must enter into a Federally Funded Public Assistance Funding Agreement with FEMA. This agreement names Wayne Saunders as the official authority figure and three authorized agents to handle communication with the State and FEMA. The agreement also recognizes the funding cost share, required timeline of work, and small project threshold guidelines. By signing this agreement, the City agrees to comply with all state and federal laws surrounding grant disbursement.

This agreement includes and acknowledges that the amounts submitted in our project worksheets will be our final claim amounts. These worksheets will be completed at the state level based on invoices submitted by the City agents and submitted to FEMA on our behalf.

Funding: N/A

Requested

Motion: "I move to authorize the City Manager to enter into a Federally Funded Public Assistance Funding Agreement with the Federal Emergency Management Agency (FEMA)."

Attachments: Agreement

Reviewed by
City Manager: WS

**INSTRUCTIONS TO EXECUTE THE
FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT
BY THE SUBGRANTEE/SUBRECIPIENT**

FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible cost is provided to primarily address the repair and restoration of public facilities and infrastructure which have been damaged or destroyed, or the restoration of services which were negatively impacted. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit facilities. In order to be eligible for federal funds, you were required to submit a Request for Public Assistance (RPA). That request has been approved.

FEMA and the State share the responsibility for making Public Assistance funds available to the Subgrantee/Subrecipient. Funds that FEMA obligates to the State via electronic transfer, reside in the Federal account (SMARTLINK) until the State is ready to award grants to the appropriate Subgrantees/Subrecipients.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Public Assistance (RPA) was approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Florida Division of Emergency Management (the Grantee/Recipient). The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient *must* be attached to the Agreement for review by the Division.)
 - a. **Corporation:** the chair of the board of directors or president;
 - b. **City:** the mayor or city manager;
 - c. **County:** the chair of the board of county commissioners or the county manager;
 - d. **School Board:** the superintendent;
 - e. **Fire District:** the district chief;
 - f. **Special Districts:** the executive director;
 - g. **Institution of Higher Education:** the president of the institution;
 - h. **Charter School:** the chair of the board of directors;
 - i. **County Sheriff's Office:** the sheriff;
 - j. **State Agencies:** the Secretary or Director of the Agency;
 - k. **All other Subgrantee/Subrecipients:** the chief executive officer of the entity.
2. Copies of the Agreement can be obtained through FloridaPA.org by anyone authorized by the Subgrantee/Subrecipient to access the system.

CHECKLIST FOR EXECUTING THE FUNDING AGREEMENT

In what may be a change from how the Funding Agreement has been executed in previous disasters, it is now necessary take the following steps to ensure that the Funding Agreement and associated documentation is processed as quickly as possible:

- O 1. Download the Agreement and these instructions from the "Funding Agreement" section of your FloridaPA.org Subgrantee/Subrecipient Account Summary page for disaster FEMA-4280-DR-FL within www.FloridaPA.org;
- O 2. Complete all user-defined fields, save the Agreement to your local computer, then print a copy of the Agreement with all attachments. (Print two copies if you want to receive an executed copy with original signatures back from the Division);
- O 3. Have the officer/official listed above, or their designee with signature authority, sign:
 - a. the Statement of Assurances signature page (Attachment A);
 - b. the Funding Agreement on page 23, under the subsection "For the Subgrantee/Subrecipient," (If signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient must be attached.); and
 - c. the bottom of Attachment D, on the line for "Subgrantee/Subrecipient Authority/Board/Commission Signature."
 - d. The bottom of Attachment E on the line "FOR: Subgrantee/Subrecipient BY:"
- O 4. Scan a PDF copy of the Agreement with *all* Attachments and upload the PDF copy into www.FloridaPA.org. (This can be accomplished by selecting "View Funding Agreement" on the Event Summary page for disaster FEMA-4280-DR-FL.)
- O 5. Once uploaded, advance the Agreement in www.FloridaPA.org, where it will be reviewed and advanced for legal review.
- O 6. Send the original(s) of the signed Agreement by U.S. Mail or courier service to the following address:

Attn: Evan Rosenberg, Bureau Chief
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100.

Once received, the Division's representative will execute the Agreement and a scanned copy of the fully executed Agreement will be uploaded into www.FloridaPA.org. (If the Subgrantee/Subrecipient has sent two copies of the Funding Agreement, each with original signatures, the Division will return one fully executed copy with original signatures to the Subgrantee/Subrecipient. If only one copy with original signatures has been sent by the Subgrantee/Subrecipient, then the Division will retain the resulting fully executed copy of the Agreement.)

OTHER INFORMATION

It is the Subgrantee's/Subrecipient's responsibility to review all of the provisions in the Agreement and Attachments, and completely fulfill its duties and obligations thereunder. While

the provisions may not be modified, the Subgrantee/Subrecipient has the right to consult with counsel and have counsel review the Agreement before signing and submitting it to the Division for acceptance.

While all of the provisions are important and must be complied with, the following provisions are especially important for the Subgrantee/Subrecipient to be aware of:

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Subgrantees/Subrecipients *must* use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Grantee/Recipient upon request by the Subgrantee/Subrecipient. *The Subgrantee/Subrecipient is required to have working knowledge of the FloridaPA.org system.*

TIMELINE FOR PERFORMANCE OF WORK

COMPLETION DATES

In accordance with 44 C.F.R. § 206.204, the Subgrantee/Subrecipient must complete all projects – whether small projects or large projects – no later than 18 months from the date a major disaster or emergency is declared by the President, except that the Subgrantee/Subrecipient only has 6 months to complete projects related to debris removal and emergency work. Based on extenuating circumstances or unusual project requirements beyond the control of the Subgrantee/Subrecipient, the Grantee/Recipient may – but is not required to – extend the completion deadline for an additional 6 months for debris removal and emergency work, and 30 months for permanent restoration work. The Subgrantee/Subrecipient must notify the State and certify work is complete on small projects.

CLOSEOUT

The Public Assistance Program is considered programmatically closed when FEMA assures that all of the grants awarded under this Agreement for a disaster meet the statutory and regulatory requirements that govern the program. To achieve programmatic closure, the Grantee/Recipient ensures that all funds have been obligated and all work has been completed in accordance with this Agreement. In addition, FEMA must resolve any appeals before programmatic closure is complete. Financial reconciliation of the grant, or grant closure, occurs later, when FEMA and the Grantee/Recipient (State) reach agreement that all applicable administrative actions related to the Public Assistance Program are complete and all program funds related to the disaster have been reconciled. A signed Project Completion and Certification report is required to close this Agreement.

Contract Number: -PA-00-08-62-01-023

Subgrantee/Subrecipient: St. Pete Beach, City Of

FIPS/PAID Number: 103-U5XAY-00

HURRICANE HERMINE DISASTER DECLARATION (FEMA-4280-DR-FL))

Federally Funded Public Assistance State Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, whose headquarters is in Tallahassee, Leon County, Florida (hereafter referred to as the "Grantee/Recipient"), and:

City of St. Pete Beach
(hereinafter referred to as the "Subgrantee/Subrecipient").

WHEREAS,

On September 28, 2016, President Barack H. Obama issued a Major Disaster Declaration designated FEMA-4280-DR-FL for the State of Florida as a result of Hurricane Hermine; and

WHEREAS,

The Declaration, as amended, authorizes Public Assistance funding for eligible disaster recovery efforts in Alachua, Baker, Citrus, Columbia, Dixie, Franklin, Gadsden, Gilchrist, Hernando, Jefferson, Lafayette, Leon, Levy, Liberty, Madison, Manatee, Marion, Pasco, Pinellas, Sarasota, Sumter, Suwannee, Taylor, Union, and Wakulla Counties; and

WHEREAS,

The FEMA-State Agreement executed October 6, 2016, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees/Subrecipients; and

WHEREAS,

The Subgrantee/Subrecipient is located in the affected area and appears to have suffered eligible damage; now

THEREFORE, the Grantee/Recipient and the Subgrantee/Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) DEFINITIONS.

- a. As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:
 - i. **Agreement Sum:** is the Grantee's/Recipient's amount of reimbursement to the Subgrantee/Subrecipient for its verified expenses, subject to the scope of work identified in the Project Worksheet for Small and/or Large Projects.
 - ii. **Eligible activities:** are those activities authorized in the FEMA-State Agreement (located in FloridaPA.org on the main Disaster Summary Page

under "documents"), and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA.

- iii. **FEMA - State Agreement:** is the agreement executed October 6, 2016, between the FEMA and the State of Florida, for a presidential major disaster declaration designated FEMA-4280-DR-FL.
- iv. **Large Project Threshold:** When the approved estimate of eligible costs for an individual project under major disaster is \$121,800⁰⁰ or greater, it is a Large Project.
- v. **P.2. package:** is the formal notification used for all versions of a Project Worksheet with a change in the funding amount.
- vi. **Project Worksheet (Subgrant Application):** is the primary form used to document the location, damage description and dimensions, scope of work, Special Considerations, and cost estimates for each small or large project. It is the basis for the grant.
- vii. **Reasonable:** for purposes of access to records, is construed according to the circumstances, but ordinarily means during the normal business hours of 8:00 a.m. to 5:00 p.m., local time, on any Monday through Friday that is not a state or federal holiday.
- viii. **Zero (0) Dollar Notification Letter:** is the notification for projects where there are scope changes, improved or alternate projects, ineligible cost or a zero (0) dollar variance closeout.

2) AGREEMENT TO BE BOUND.

- a. The parties enter into this Agreement intending to be bound by same.
- b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, by the FEMA - State Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA. The Subgrantee/Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment "A" and incorporated herein by reference.

3) FUNDING.

- a. The federal share of the eligible costs specified in the Project Worksheets under this Agreement is seventy-five percent (75%) of such costs, unless a higher percentage is approved. The non-federal share is the remaining amount.
- b. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share.
- c. The Subgrantee/Subrecipient acknowledges that the Grantee's/Recipient's obligation to pay under this Agreement is contingent upon an appropriation by the

State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

- d. Disbursement must be consistent with section 252.37, Florida Statutes. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206.228 and do not require matching funds may also be funded by FEMA.
- e. Subject to an advance payment of funds by the Grantee/Recipient to the Subgrantee/Subrecipient, the Grantee/Recipient will provide funds on a cost reimbursement basis to the Subgrantee/Subrecipient for eligible activities approved by the Grantee/Recipient and FEMA, as specified in the approved Subgrantee/Subrecipient Project Worksheets.
- f. The Grantee/Recipient may provide some portion of any nonfederal share for some Subgrantees/Subrecipients. As a condition of receipt of the federal funding, the Subgrantee/Subrecipient agrees to provide any nonfederal share not paid by the Grantee/Recipient. The federal allowable costs must be determined as per 2 C.F.R. and 44 C.F.R. §§ 13 and 206.
- g. The approved Project Worksheets will be transmitted to the Subgrantee/Subrecipient, and must state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement.
- h. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. **These actions will be denoted in the final version of the obligated project worksheet for each project.**
- i. The approved Project Worksheets will document the total eligible costs and the total federal share of those costs.
- j. As a condition of funding under this Agreement, the Subgrantee/Subrecipient agrees that the Grantee/Recipient may withhold funds otherwise payable to the Subgrantee/Subrecipient from any disbursement to the Grantee/Recipient, by FEMA or any other source, upon a determination by the Grantee/Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subgrantee/Subrecipient pursuant to this Agreement or any other funding agreement administered by the Grantee/Recipient.
- k. The Subgrantee/Subrecipient understands and agrees that the Grantee/Recipient may offset any funds due and payable to the Subgrantee/Subrecipient until the debt to the State is satisfied. In such event, the Grantee/Recipient will notify the Subgrantee/Subrecipient via the entry of notes in FloridaPA.org.

4) INSURANCE.

- a. The Subgrantee/Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subgrantee/Subrecipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

- b. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subgrantee/Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Grantee/Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.
- c. In addition to the preceding requirements, the Subgrantee/Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subgrantee/Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Act further states "If the requirement to purchase insurance is not met, FEMA will not provide assistance for damages sustained in the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.
- d. The Subgrantee/Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.
- e. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subgrantee/Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.
- f. The Subgrantee/Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

5) DUPLICATION OF BENEFITS PROHIBITED.

- a. The Subgrantee/Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subgrantee/Subrecipient receive any other duplicate benefits from any source whatsoever.
- b. The Subgrantee/Subrecipient agrees to reimburse the Grantee/Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subgrantee/Subrecipient has received payment from the Grantee/Recipient.
- c. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of,

applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

- d. In the event the Grantee/Recipient determines the Subgrantee/Subrecipient has received duplicate benefits, the Subgrantee/Subrecipient gives the Grantee/Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subgrantee/Subrecipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

- a. The Subgrantee/Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee/Recipient, and in accordance with applicable Local, State, and Federal legal requirements.
- b. If applicable, the contract documents for any project undertaken by the Subgrantee/Subrecipient, and any land use permitted by or engaged in by the Subgrantee/Subrecipient, must be consistent with the local government comprehensive plan.
- c. The Subgrantee/Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- d. The Subgrantee/Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

7) DOCUMENTATION AND INSPECTIONS.

- a. The Subgrantee/Subrecipient must create and maintain documentation of work performed and costs incurred on each project site identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Grantee/Recipient determines the Subgrantee/Subrecipient has failed to create and maintain such documentation, the Grantee/Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subgrantee/Subrecipient must, within sixty (60) days of receipt of Notice by the Grantee/Recipient, reimburse the Grantee/Recipient for all payments disbursed to the Subgrantee/Subrecipient, together with any and all accrued interest.
 - i. Failure of the Grantee/Recipient to terminate funding when a Subgrantee's/Subrecipient's breach is discovered does not act as a waiver of the Grantee's/Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.
- b. For all projects, the Subgrantee/Subrecipient must state on the "Project Completion and Certification Report" that all work was performed in accordance with this

Agreement and the requirements in each Project Worksheet, and must state the date of completion.

- c. For Small Projects, the Subgrantee/Subrecipient must notify the State when work is complete and must upload photographs clearly demonstrating completion of the work to the Subgrantee/Subrecipient's FloridaPA.org account.
- d. For Large Projects the Subgrantee/Subrecipient must submit a Request for Closeout on FloridaPA.org, and include:
 - i. a Request for Reimbursement (if funds are owed to the Subgrantee/Subrecipient); and
 - ii. a Summary of Documentation which is automatically created when the request for closeout is submitted on FloridaPA.org.
- e. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Grantee/Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.
- f. Interim Inspections may be requested by the Subgrantee/Subrecipient, on both small and large projects, to:
 - i. conduct insurance reconciliations;
 - ii. review an alternate scope of work;
 - iii. review an improved scope of work; and/or
 - iv. validate scope of work and/or cost.
- g. Interim Inspections may be scheduled and submitted by the Grantee/Recipient as a request in FloridaPA.org under the following conditions:
 - i. a quarterly report has not been updated between quarters;
 - ii. the Subgrantee/Subrecipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
 - iii. requests for a Time Extension have been made that exceed the Grantee's/Recipient's authority to approve; and/or
 - iv. there are issues or concerns identified by the Grantee/Recipient that may impact funding under this agreement
- h. The Subgrantee/Subrecipient must submit a request Large Project closeout in FloridaPA.org no later than sixty (60) days after the project's completion.
 - i. The Grantee/Recipient will use its authority to submit a request for project closeout if the Subgrantee/Subrecipient has identified the project to be complete but has failed to submit the request for closeout.

8) PAYMENT.

- a. The Grantee/Recipient agrees to disburse the eligible costs to the Subgrantee/Subrecipient in accordance with the following procedures:

- i. **Funding for Small Projects:** Small project funding will be based on estimated costs, only if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in the scope of work. (Revisions to the Project Worksheets may result in changes in funding level and/or category.) Payment methods are fully described in FEMA's Public Assistance Program and Policy Guide (January 2016). A request to increase cost on small projects is only allowed under a request for a Net Small Project Overrun. A Small Project Netting will require the inspection of *all* small projects to ensure that both the scope of work was completed and that all combined funds were expended.
 - 1. The Grantee/Recipient agrees to disburse the federal and nonfederal shares of the eligible costs for Small Projects to the Subgrantee/Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its obligation of the pertinent Small Project Worksheet.
- ii. **Funding for Large Projects:** Although Large project funding must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subgrantee/Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.
 - 1. The Grantee/Recipient agrees to reimburse the Subgrantee/Subrecipient for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Large Project Worksheet and submission of a Request for Reimbursement (RFR) by the Subgrantee/Subrecipient. The submission from the Subgrantee/Subrecipient requesting this reimbursement must include:
 - a) a Request for Reimbursement (available in FloridaPA.org);
 - b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
 - c) the FEMA Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

- b. Once the work is completed, the Grantee/Recipient and the Subgrantee/Subrecipient will conduct a final inspection to determine if the payments to the Subgrantee/Subrecipient were proper, if it is owed additional monies, or if it must submit repayment to the State for overpayment.
- c. In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.
- d. The amount which may be advanced may not exceed the expected cash needs of the Subgrantee/Subrecipient for the first three (3) months of the contract term, not to exceed the Federal share.
- e. Advances.
 - i. Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph "3) Funding," above, these payments are not bound by Section 216.181(16), Florida Statutes.
 - 1. The Grantee/Recipient must request a waiver from the State Comptroller each Fiscal year.
 - 2. For a federally funded contract, any advance payment is also subject to 2 C.F.R., federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
 - 3. All advances must be held in an interest-bearing account with the interest being remitted to the Grantee/Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
 - 4. In order to prepare a Request for Advance (RFA) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subgrantee/Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
 - 5. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
 - 6. The Subgrantee/Subrecipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
 - 7. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

8. The Grantee/Recipient may advance funds to the Subgrantee/Subrecipient, not exceeding the Federal share, only if the Subgrantee/Subrecipient meets the following conditions:
 - a) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that Subgrantee/Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) the Subgrantee/Subrecipient must submit to the Grantee/Recipient the budget supporting the request.
9. The Subgrantee/Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than 90 days after receipt of the Advance;
10. The Grantee/Recipient may, in its sole discretion, withhold a portion of the federal and/or nonfederal share of funding under this Agreement from the Subgrantee/Subrecipient if the Grantee/Recipient reasonably expects that the Subgrantee/Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subgrantee/Subrecipient was improper.

9) FINAL PAYMENT.

- a. The Grantee/Recipient agrees to disburse the final payment to the Subgrantee/Subrecipient upon satisfaction of the following conditions:
 - i. the Subgrantee/Subrecipient must have completed the project to the satisfaction of the Grantee/Recipient;
 - ii. the Subgrantee/Subrecipient must have submitted the documentation required by this Agreement;
 - iii. in the case of Large Projects, the Grantee/Recipient must have performed the final inspection;
 - iv. in the case of Small Projects, the project listing and certification must have been reviewed by the Grantee/Recipient, or alternatively, the Grantee/Recipient must have performed a final inspection (the subgrantee notifies the state when work is complete on small projects, small projects are considered closed when the P.4. has been processed and FEMA has closed the subgrantee Grant); and
 - v. the Subgrantee/Subrecipient must have requested final reimbursement.
- b. The Grantee/Recipient may submit the final Request for Reimbursement (RFR) based on final inspections and closeout versions.

10) RECORDS MAINTENANCE.

- a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:
 - i. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R. § 13, as amended;
 - ii. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended;
 - iii. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended;
 - iv. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended; and
 - v. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- b. The Subgrantee/Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subgrantee/Subrecipient account closeout by FEMA.
 - i. The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account close out.
- d. Records relating to the acquisition of real property must be retained for five (5) years after final account close out.
- e. The Subgrantee/Subrecipient and its employees or agents, including all sub-contractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Grantee/Recipient, the Florida Chief Financial Officer, the Florida Auditor General, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

11) REPAYMENT BY SUBGRANTEE/SUBRECIPIENT.

- a. If upon final inspection, final audit, or other review by the Grantee/Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subgrantee/Subrecipient under this Agreement exceed the eligible costs, the Subgrantee/Subrecipient must reimburse to the Grantee/Recipient the amount by which the total disbursements exceed the eligible costs no later than forty-five (45)

days from the date the Subgrantee/Subrecipient receives notice of such determination.

- b. All refunds or repayments owing to the Grantee/Recipient under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to:

Cashier, Division of Emergency Management,
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100.

- c. In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee/Recipient for collection, Recipient must pay the Grantee/Recipient a service fee of \$15⁰⁰ or 5% of the face amount of the returned check or draft, whichever is greater.

12) AUDITS.

- a. The Subgrantee/Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Subgrantee/Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Subgrantee's/Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subgrantee/Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subgrantee/Subrecipient of such non-compliance.
- e. The Subgrantee/Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subgrantee's/Subrecipient's fiscal year.
- f. The Subgrantee/Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subgrantee/Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- g. The Subgrantee/Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- h. The Subgrantee/Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

13) NONDISCRIMINATION BY CONTRACTORS.

- a. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subgrantee/Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subgrantee/Subrecipient is also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

14) MODIFICATION AND TIME FOR PERFORMANCE.

- a. Any amendments to, or modification of, this Agreement, including a modification extending the time for completion of a project, must be in writing, must be subject to the same terms and conditions as those set out in the initial Agreement, and takes effect only upon execution by both parties.
- b. Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subgrantee/Subrecipient through the Grantee/Recipient. The approval of any such modifications, however, is at the sole discretion of FEMA.
- c. Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project and in any amendment to this Agreement.
- d. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- e. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- f. The time for project completion can only be extended once unless the failure of the Subgrantee/Subrecipient to close out the project is caused by events beyond its

control. Extensions cannot be granted for delays caused by lack of cost-share funding.

- g. If any extension request is denied by the Grantee/Recipient, or is not sought by the Subgrantee/Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension for completed projects.
- h. Failure to complete a project is adequate cause for the termination of funding for that project and require reimbursement to the Grantee/Recipient of any and all project costs.

15) CONTRACTS WITH OTHERS.

- a. If the Subgrantee/Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subgrantee/Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Grantee/Recipient, its employees and/or their contractors, and the Subgrantee/Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.
- b. The Subgrantee/Subrecipient must document in the Quarterly Report the subcontractor's progress in performing its work under this Agreement.
- c. For each subcontract, the Subgrantee/Subrecipient must provide a written statement to the Grantee/Recipient as to whether the subcontractor is a minority vendor as defined in section 288.703, Florida Statutes. Copies of all contracts and subcontracts must be uploaded into FloridaPA.org by the Subgrantee/Subrecipient.
- d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II.
 - i. Grace Period. Notwithstanding the preceding, a Non-Federal Entity (NFE), may choose to continue to comply with the former procurement standards applicable to FEMA awards found at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of two additional fiscal years after December 26, 2014. This is an elective grace period. Note that if an NFE elects to use the previous procurement standards, it must affirmatively document this decision in its internal procurement policies, including the date upon which its grace period (based upon the two additional fiscal years) will end, and that it understand and agrees it must transition to the new procurement standards.

16) LIABILITY.

- a. The Grantee/Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee/Subrecipient is a governmental entity covered under section 768.28 (5), Florida Statutes, the Subgrantee/Subrecipient is solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Further, unless the Subgrantee/

Subrecipient is a governmental entity within the meaning of the preceding sentence, the Subgrantee/Subrecipient, by entering into this Agreement, agrees to indemnify and hold the Grantee/Recipient harmless from any and all claims asserted by third parties in connection with the performance of this Agreement.

- b. For the purpose of this Agreement, the Grantee/Recipient and the Subgrantee/Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c. Nothing in this Agreement is to be construed as a waiver by the Grantee/Recipient or the Subgrantee/Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d. The Subgrantee/Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.
- e. The Subgrantee/Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.

17) REPORTS.

- a. The Subgrantee/Subrecipient must provide Quarterly Reports to the Grantee/Recipient on the Quarterly Report Form available in FloridaPA.org, a sample of which is attached hereto as Attachment "B" and incorporated herein by reference.
- b. The first Quarterly Report is due at such time as the Subgrantee/Subrecipient is notified so. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA. Quarterly Reports must indicate the anticipated completion date (this is not the approved time extension date but the date the Subgrantee/Subrecipient actually expects the project work to be complete for each project), together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement.
- c. Interim inspections must be scheduled by the Subgrantee/Subrecipient before the final inspection, and may be required by the Grantee/Recipient based on information supplied in the Quarterly Reports.
- d. The Grantee/Recipient may require additional reports as needed, in which case the Subgrantee/Subrecipient must provide any such additional reports as soon as practicable.
- e. With respect to a Request for Advance or Reimbursement, Summary of Documentation, and Quarterly Reports, the contact for the Grantee/Recipient will be the State Public Assistance Officer.
- f. If the reports required under this section are not completed with all required information and timely submitted, the Grantee/Recipient must withhold payments payable to the Subgrantee/Subrecipient from any funding agreement.

- g. If reimbursement has not been requested within 720 days of obligation, FEMA may de-obligate funding as an interim financial reconciliation. If this occurs, the delay in funding is not appealable and the Subgrantee/Subrecipient will be eligible for funding when the project is complete and the final inspection has been processed by FEMA.

18) MONITORING.

- a. The Subgrantee/Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.
- b. In addition to reviews of audits conducted in accordance with 2 C.F.R. and OMB Circular A-133, as revised, and section 215.97, Florida Statutes, monitoring procedures may include, but are not limited to, on-site visits by the Grantee/Recipient or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures deemed necessary by the Grantee/Recipient or FEMA. By entering into this Agreement, the Subgrantee/Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee/Recipient. In the event that the Grantee/Recipient determines that a limited scope audit of the Subgrantee/Subrecipient is appropriate, the Subgrantee/Subrecipient agrees to comply with any additional instructions provided by the Grantee/Recipient regarding such audit.
- c. The Subgrantee/Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General.
- d. The Grantee/Recipient will monitor the performance and financial management by the Subgrantee/Subrecipient throughout the contract term to ensure timely completion of all tasks.
- e. The Subgrantee/Subrecipient must update its contacts in FloridaPA.org each quarter and ensure requests for updates are submitted as required by Florida Statutes.

19) MANDATED CONDITIONS.

- a. The Subgrantee/Subrecipient understands and agrees that:
 - i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.
 - ii. The Grantee/Recipient may unilaterally terminate this Agreement for refusal by the Subgrantee/Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, that are made or received by the Subgrantee/Subrecipient or its contractors and subcontractors in connection with this Agreement.

- iii. No funds or other resources received from the Grantee/Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- iv. Responsibility for compliance with this Agreement rests with the Subgrantee/Subrecipient, and further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subgrantee/Subrecipient Agreements.
- v. If otherwise allowed under this Agreement, all invoices for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- vi. The Grantee/Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, in violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [§ 74A(e) of the Immigration and Nationality Act ("INA")] and the Grantee/Recipient considers the employment of unauthorized aliens by any contractor a violation of § 274A(e) of the INA. Such violation by the Subgrantee/Subrecipient is grounds for unilateral cancellation of this Agreement by the Grantee/Recipient.
- vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.
- viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

- a. The Subgrantee/Subrecipient certifies that:
 - i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.
 - ii. The individual executing this Agreement on Subgrantee's/Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subgrantee/Subrecipient to its terms.

- iii. With respect to any Subgrantee/Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
 - 3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
 - b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- b. The Subgrantee/Subrecipient certifies that to the best of its knowledge and belief:
 - i. No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee/Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 1. Subgrantee/Subrecipient understands that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subgrantee/Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.
- c. The Subgrantee/Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers

(including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subgrantees/Subrecipients must certify and disclose accordingly. The Subgrantee/Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

- i. Subgrantee/Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000⁰⁰ and not more than \$100,000⁰⁰ for each such failure.
- d. Where the Subgrantee/Subrecipient is unable to certify to any of the statements in this certification, the Subgrantee/Subrecipient understands it must submit to the Grantee/Recipient (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which the Subgrantee/Subrecipient intends to fund under this Agreement. (See Attachment "C".) Such form must be received by the Grantee/Recipient prior to the Subgrantee/Subrecipient entering into a contract with any prospective subcontractor.

21) TERM.

- a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.
 - i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.
- b. The Subgrantee/Subrecipient agrees to commence work on the project(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

- a. Upon the occurrence of any one or more of the following events the Grantee/Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Grantee/Recipient to disburse further funds under this Agreement terminate at the option of the Grantee/Recipient:
 - i. The determination that any representation by the Subgrantee/ Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subgrantee/Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subgrantee/Subrecipient is unable or unwilling to meet its obligations under this Agreement;
 - ii. the Subgrantee/Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Grantee/Recipient, if Subgrantee/Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Grantee/Recipient;

- iii. any reports required by this Agreement have not been submitted to the Grantee/Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress, or Office of Management and Budget.
- b. Notwithstanding the preceding, the Grantee/Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.
- c. Upon the occurrence of any one or more of the foregoing events, the Grantee/Recipient may at its option give notice in writing to the Subgrantee/Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subgrantee/Subrecipient to cure, the Grantee/Recipient may exercise any one or more of the following remedies:
 - i. terminate this Agreement upon not less than fifteen (15) days' notice of such termination after delivery by certified letter to the Subgrantee/Subrecipient at the address specified in Attachment "D" of this Agreement;
 - ii. commence an action in law or in equity for the judicial enforcement of this Agreement;
 - iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subgrantee/Subrecipient pursuant this Agreement; and
 - iv. take any other actions that may otherwise be available in law or in equity.
- d. Upon the rescission, suspension or termination of this Agreement, the Subgrantee/Subrecipient must refund to the Grantee/Recipient all funds disbursed to the Subgrantee/Subrecipient under this Agreement.
- e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Grantee/Recipient does not relieve the Subgrantee/Subrecipient of liability to the Grantee/Recipient for the restitution of funds advanced to Subgrantee/Subrecipient under this Agreement, and the Grantee/Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subgrantee/Subrecipient under this Agreement until such time as the exact amount of restitution due the Grantee/Recipient from the Subgrantee/Subrecipient is determined. In the event that FEMA should de-obligate funds formerly allowed under this Agreement, the Subgrantee/Subrecipient must immediately repay such funds to the Grantee/Recipient. Any de-obligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.
- f. If the Subgrantee/Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee/Recipient must withhold any disbursement otherwise due the Subgrantee/Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the

violation is not cured, the Grantee/Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

- i. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee/Subrecipient in this Agreement, in any subsequent submission or response to the Grantee/Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Grantee/Recipient and with fifteen (15) days written notice to the Subgrantee/Subrecipient, cause the termination of this Agreement and the release of the Grantee/Recipient from all its obligations to the Subgrantee/Subrecipient.

23) ATTACHMENTS.

- a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.
- c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Grantee/Recipient as necessary or posted on the Grantee's/Recipient's website at www.FloridaPA.org.

24) HEADINGS.

- a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

- a. This contract is governed by, and must be construed in accordance with, the laws of the State of Florida, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Florida.
- b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Grantee/Recipient or the Subgrantee/Subrecipient, relating to or arising out of this contract must be brought in Leon County, Florida and venue will lie therein.

26) ATTORNEY FEES.

- a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES.

- a. Should the Subgrantee/Subrecipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Subgrantee/Subrecipient prior to the payment of such funds by the State as the Grantee/Recipient.
- b. Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

28) DESIGNATION OF AGENT.

- a. The Subgrantee/Subrecipient must complete Attachment "D" by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subgrantee/Subrecipient.
- b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.
- c. In the event the Subgrantee/Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subgrantee's/Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

29) NOTICE AND CONTACT.

- a. All notices required to be made to the Grantee/Recipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Grantee/Recipient at the following addresses:

Evan Rosenberg, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com.

- b. All notices required to be made to the Subgrantee/Subrecipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Subgrantee/Subrecipient at the address indicated in Attachment "D" which the Subgrantee/Subrecipient must complete and submit with this Agreement.

30) FEDERALLY FUNDED SUBAWARD

- a. This Agreement and the Project Worksheet (FEMA Form 90-91) combine to form a Federally Funded Subaward and Grant Agreement.

- b. The parties agree that the Federally Funded Subaward and Grant Agreement formed as described above should comply with the requirements of Section 215.971, Florida Statutes.

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
HURRICANE HERMINE DISASTER DECLARATION
(FEMA-4280-DR-FL)**

Federally Funded Public Assistance State Agreement

IN WITNESS WHEREOF, the Grantee/Recipient and the Subgrantee/Subrecipient have executed this Agreement:

FOR THE GRANTEE/RECIPIENT:
DIVISION OF EMERGENCY MANAGEMENT

Governor's Authorized Representative

Date

FOR THE SUBGRANTEE/SUBRECIPIENT:

Wayne Saunders, City manager
Printed Name and Title

Signature

Date

DUNS Number: 025164955

Federal Employer Identification Number (FEIN): 59-6000243

or

State Agency FLAIR Number: _____

CFDA Number:

97.036

Federal Fund Number

20 2 750001

State Fund Number

20 2 339047

- Attachments: A) Statement of Assurances
B) Example of Public Assistance Quarterly Report
C) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
D) Designation of Authority with Instructions
E) DHS OIG Audit Issues & Acknowledgement
F) Justification for Advance Payment

Statement of Assurances

- 1) The Subgrantee/Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee/Subrecipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's/Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Subgrantee/Subrecipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, **as** necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Subgrantee/Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subgrantee's/Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Subgrantee/Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subgrantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
 - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
 - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Subgrantee/Subrecipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
 - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
 - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
 - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
 - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
 - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in federally financed or assisted construction activities.
 - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
 - j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subgrantee/Subrecipient, this assurance shall obligate the Subgrantee/Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;

- v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
- vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
- vii. The Fish and Wildlife Coordination Act of 1958;
- viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
- ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subgrantee/Subrecipient by FEMA. The Subgrantee/Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee/Subrecipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUBRECIPIENT:

Signature

Printed Name and Title

Date

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**Certification Regarding
Debarment, Suspension, Ineligibility,
and
Voluntary Exclusion**

Subcontractor Covered Transactions:

The prospective subcontractor of the Subgrantee/Subrecipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Where the Subgrantee's/Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor must attach an explanation to this form.)

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Printed Name

Subgrantee's/Subrecipient's Name

Attachment "C"

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee: City of St. Pete Beach

Box 1: Authorized Agent (Full Access)

Agent's Name Wayne Saunders
Signature _____
Organization / Official Position City of St. Pete Beach, City Manager
Mailing Address 155 Corey Avenue
City, State, Zip St. Pete Beach, Florida, 33706
Daytime Telephone 727-363-9231
E-mail Address wsaunders@stpetebeach.org

Box 2: Primary Agent (Full Access)

Agent's Name Merca Serfustini
Signature Merca Serfustini
Organization / Official Position City of St. Pete Beach, Admin. Assistant
Mailing Address 155 Corey Avenue
City, State, Zip St. Pete Beach, Florida, 33706
Daytime Telephone 727-363-9243
E-mail Address mserfustini@stpetebeach.org

Box 3: Alternate Agent (Full Access)

Agent's Name Michael Clarke
Signature Michael Clarke
Organization / Official Position City of St. Pete Beach, Public Works Director
Mailing Address 155 Corey Avenue
City, State, Zip St. Pete Beach, Florida, 33706
Daytime Telephone 727-363-9255
E-mail Address mclarke@stpetebeach.org

Box 4: Other-Finance/Point of Contact (Full Access)

Official's Name Jim Kilpatrick
Signature Jim Kilpatrick
Organization / Official Position City of St. Pete Beach, Fire Chief
Mailing Address 155 Corey Avenue
City, State, Zip St. Pete Beach, Florida 33706
Daytime Telephone 727-363-9206
E-mail Address j.kilpatrick@stpetebeach.org

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Agent's Name _____
Signature _____
Organization / Official Position _____
Mailing Address _____
City, State, Zip _____
Daytime Telephone _____
E-mail Address _____

Box 6: Other-Environmental-Historical (Full Access)

Agent's Name _____
Signature _____
Organization / Official Position _____
Mailing Address _____
City, State, Zip _____
Daytime Telephone _____
E-mail Address _____

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature _____

Date _____

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:		Date:	
Box 7: Other (Read Only Access)		Box 8: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9: Other (Read Only Access)		Box 10: Other (Read Only Access)	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11: Other (Read Only Access)		Box 12: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: October Day: 1			
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000243			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 10-04-16 DISCARD PREVIOUS VERSIONS

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subgrantee's/Subrecipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if *all* authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DHS OIG AUDIT ISSUES & ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Subgrantees/Subrecipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

FOR City of St. Pete Beach BY _____
Subgrantee/Subrecipient Signature

Date

Printed Name and Title

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested.
Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to reject the lone bid received from Morelli Landscaping, Inc. in the amount of \$321,600.00 for Pass-a-Grille Way North Washingtonia Palm Trees. Since this bid exceeded the established budget the City Manager will also be authorized to negotiate an acceptable price for this contract with Morelli Landscaping.

Date: January 10, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

To save money on the ongoing Pass-a-Grille Way Reconstruction project, the City elected to self-perform or solicit separate contracts for several line items contained in the low bid of David Nelson Construction Company. One such item, for which the City elected to solicit a separate contract, was the replacement of Washingtonia Palm trees.

On November 28th, 2016, the City received a sealed bid from Morelli Landscaping, Inc. to install and establish the trees.

Due to only receiving one bid and that bid exceeding the established budget, Public Works recommends rejecting this bid and authorizing the City Manager to negotiate an acceptable price for this contract with Morelli Landscaping.

Funding: CIP – Pass-a-Grille Way Reconstruction (North/Phase I)

**Requested
Motion:**

“Authorize the City Manager to reject the lone bid received from Morelli Landscaping, Inc. in the amount of \$321,600.00 for Pass-a-Grille Way North Washingtonia Palm Trees. Since this bid exceeded the established budget the City Manager will also be authorized to negotiate an acceptable price for this contract with Morelli Landscaping.

Attachments: None

**Reviewed by
City Manager:**

WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager enter into a Purchasing Agreement with Asphalt Paving Systems, Inc. in the amount of \$158,170.10 to Piggyback an existing contract with Polk County for microsurfacing (rehabilitation) on ten city streets.

Date: January 10, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The City of St. Pete Beach selects its annual scope of street rehabilitation based largely on a Pavement Condition Assessment performed once every 3-4 years by an outside consultant. Based on the most recent assessment report from 2014, the City has identified that a significant number of streets would benefit largely from a rehabilitation technique called microsurfacing. This technique, which is more surficial and significantly more cost effective on a per street basis than the City's previous primary rehabilitation technique of milling and resurfacing, will allow us to address numerous areas which are on the verge of, but have not experienced, pavement failure.

This approach to street rehabilitation will result in a more significant improvement to the overall condition index of the streets in our City, while allowing us to do so within the constraints of the CIP budget.

Funding: The FY17 budget includes \$250,000 for street repairs. This contract will be charged to this project.

Requested Motion: "I move to authorize the City Manager enter into a Purchasing Agreement with Asphalt Paving Systems, Inc. in the amount of \$158,170.10 to Piggyback an existing contract with Polk County for microsurfacing (rehabilitation) on ten city streets."

Attachments: Project Proposal
Polk County Notice of Award
Purchasing Agreement

**Reviewed by
City Manager:**

WS

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

NOTICE OF RECOMMENDED AWARD

DATE: September 29, 2015

BID NUMBER: 15-601-SM

BID TITLE: Pavement Management Alternative Methods

RECOMMENDED AWARD TO:

Pavement Technology, Inc. awarded: PC-002

Asphalt Paving Systems awarded: PC-003 ALT, PC-004 ALT, PC-005 ALT, PC-006 ALT, PC-007 ALT, PC-008 ALT, PC-009 ALT

BASED ON: Only Bid Submitted in those catagories

PROCUREMENT SPECIALIST: Tammy G. Spearman, CPPO, CPPB,

Any actual bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract or bid may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest on the bid award may do so by submitting a non-refundable cashier's check in the amount of \$1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. Deadline for filing protest: **Friday, October 2, 2015 at 4:00 p.m.** If no protests are received, the Procurement Director will award the project.

PC-002 ASPHALT REJUVENATOR			Pavement Tech	Asphalt Paving Systems
Item No.	Description	Unit	Unit Price	
PC-002	ASPHALT REJUVENATOR			
PC-002-1	ASPHALT REJUVENATOR PER SPECIFICATION	SY	\$0.78	No Bid
902-2	SILICA SAND	SY	\$0.02	No Bid
101-1	MOBILIZATION			
	Work Order Total \$0.00 - \$50,000	LS	\$1,500.00	No Bid
	Work Order Total \$50,001 - \$100,000	LS	\$1,200.00	No Bid
	Work Order Total \$100,001 - \$500,000	LS	\$1,000.00	No Bid
	Work Order Total Over \$500,000	LS	\$500.00	No Bid
102-1	Maintenance of Traffic (MOT)			
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	\$800.00	No Bid
BASIS FOR AWARD TOTAL BID: \$5,000.80				
ADDITIONAL PRICING FOR INFORMATION				
PC-012	REFLECTIVE PAVEMENT MARKERS			
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	\$1.10	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	\$5.50	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	\$5.50	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	\$5.50	No Bid
710	PAINTED PAVEMENT MARKINGS			
11-111	Standard, White, Solid 6"	NM	\$1,742.00	No Bid
11-122	Standard, White, Solid 8"	LF	\$0.55	No Bid
11-123	Standard, White, Solid 12"	LF	\$1.65	No Bid
11-124	Standard, White, Solid 18"	LF	\$2.47	No Bid
11-125	Standard, White, Solid 24"	LF	\$3.30	No Bid
11-131	Standard, White Skip 6"	GM	\$580.00	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	\$0.55	No Bid
11-160	Standard, White, Message	EA	\$55.00	No Bid
11-170	Standard, White, Arrows	EA	\$27.50	No Bid
11-180	Standard, White, Yield Line	LF	\$5.50	No Bid
11-211	Standard, Yellow, Solid 6"	NM	\$1,742.00	No Bid
11-222	Standard, Yellow, Solid 8"	LF	\$0.55	No Bid
11-223	Standard, Yellow, Solid 12"	LF	\$1.65	No Bid
11-224	Standard, Yellow, Solid 18"	LF	\$2.47	No Bid
11-225	Standard, Yellow, Solid 24"	LF	\$3.30	No Bid
11-231	Standard, Yellow, Skip 6"	GM	\$726.00	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	\$0.55	No Bid
711	Thermoplastic Pavement Markings (711)			
11-111	Thermo, Standard, White, Solid 6"	NM	\$4,356.00	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	\$1.32	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	\$2.75	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	\$4.12	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	\$5.50	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	\$1,234.00	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	\$1.21	No Bid
11-160	Thermo, Standard, White, Message	EA	\$209.00	No Bid
11-170	Thermo, Standard, White, Arrows	EA	\$66.00	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	\$8.80	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	\$4,356.00	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	\$1.21	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	\$2.75	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	\$4.12	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	\$5.50	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	\$1,234.00	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	\$1.21	No Bid

PC-002-ALT. ASPHALT REJUVENATOR

Item No.	Description	Unit	Unit Price	Pavement Tech	Asphalt Paving Systems
PC-002	ASPHALT REJUVENATOR			No Bid	No Bid
PC-002-2	ASPHALT REJUVENATOR - ALTERNATE MATERIAL	SY		No Bid	No Bid
902-2	SILICA SAND	SY		No Bid	No Bid
101-1	MOBILIZATION			No Bid	No Bid
	Work Order Total \$0.00 - \$50,000	LS		No Bid	No Bid
	Work Order Total \$50,001 - \$100,000	LS		No Bid	No Bid
	Work Order Total \$100,001 - \$500,000	LS		No Bid	No Bid
	Work Order Total Over \$500,000	LS		No Bid	No Bid
102-1	Maintenance of Traffic (MOT)			No Bid	No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day		No Bid	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid	No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA		No Bid	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA		No Bid	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA		No Bid	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA		No Bid	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid	No Bid
11-111	Standard, White, Solid 6"	NM		No Bid	No Bid
11-122	Standard, White, Solid 8"	LF		No Bid	No Bid
11-123	Standard, White, Solid 12"	LF		No Bid	No Bid
11-124	Standard, White, Solid 18"	LF		No Bid	No Bid
11-125	Standard, White, Solid 24"	LF		No Bid	No Bid
11-131	Standard, White Skip 6"	GM		No Bid	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
11-160	Standard, White, Message	EA		No Bid	No Bid
11-170	Standard, White, Arrows	EA		No Bid	No Bid
11-180	Standard, White, Yield Line	LF		No Bid	No Bid
11-211	Standard, Yellow, Solid 6"	NM		No Bid	No Bid
11-222	Standard, Yellow, Solid 8"	LF		No Bid	No Bid
11-223	Standard, Yellow, Solid 12"	LF		No Bid	No Bid
11-224	Standard, Yellow, Solid 18"	LF		No Bid	No Bid
11-225	Standard, Yellow, Solid 24"	LF		No Bid	No Bid
11-231	Standard, Yellow, Skip 6"	GM		No Bid	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid	No Bid
11-111	Thermo, Standard, White, Solid 6"	NM		No Bid	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF		No Bid	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF		No Bid	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF		No Bid	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF		No Bid	No Bid
11-131	Thermo, Standard, White Skip 6"	GM		No Bid	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
11-160	Thermo, Standard, White, Message	EA		No Bid	No Bid
11-170	Thermo, Standard, White, Arrows	EA		No Bid	No Bid
11-180	Thermo, Standard, White, Yield Line	LF		No Bid	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM		No Bid	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF		No Bid	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF		No Bid	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF		No Bid	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF		No Bid	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM		No Bid	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid

BASIS FOR AWARD**TOTAL BID:****\$0.00**

 Company Name

PC-003 CRACK SEALING

			Asphalt Paving Systems	Pavement Tech
Item No.	Description	Unit	Unit Price	No Bid
PC-003	CRACK SEALING			No Bid
	0 - 500	GAL	20	No Bid
	501 - 1,000	GAL	18	No Bid
	1,001 - 5,000	GAL	16	No Bid
	5,001 AND OVER	GAL	15	No Bid
101-1	MOBILIZATION			No Bid
	Work Order Total \$0.00 - \$50,000	LS	500	No Bid
	Work Order Total \$50,001 - \$100,000	LS	200	No Bid
	Work Order Total \$100,001 - \$500,000	LS	200	No Bid
	Work Order Total Over \$500,000	LS	200	No Bid
102-1	Maintenance of Traffic (MOT)			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
BASIS FOR AWARD			TOTAL BID: \$2,419.00	
ADDITIONAL PRICING FOR INFORMATION				No Bid
PC-011	STRIPING AND PAVEMENT MARKING REMOVAL			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid

PC-004 CHIP SEAL

Item No.	Description	Unit	Asphalt Paving Systems	Pavement Tech
			Unit Price	No Bid
PC-004-1	CHIP SEAL (SINGLE APPLICATION)			No Bid
	0 - 25,000	SY	2.8	No Bid
	25,001 - 50,000	SY	2.39	No Bid
	50,001 AND OVER	SY	2.26	No Bid
PC-004-2	CHIP SEAL (DOUBLE APPLICATION)			No Bid
	0 - 25,000	SY	4.15	No Bid
	25,001 - 50,000	SY	3.88	No Bid
	50,001 AND OVER	SY	3.78	No Bid
	50,001 AND OVER	SY	3.78	No Bid
902-2	Silica Sand	SY	0.15	No Bid
PC-011	STRIPING AND PAVEMENT MARKING REMOVAL			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	MOBILIZATION			No Bid
	Work Order Total \$0.00 - \$50,000	LS	2500	No Bid
	Work Order Total \$50,001 - \$100,000	LS	2500	No Bid
	Work Order Total \$100,001 - \$500,000	LS	2500	No Bid
	Work Order Total Over \$500,000	LS	2500	No Bid
102-1	Maintenance of Traffic (MOT)			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
BASIS FOR AWARD			TOTAL BID: \$26,296.19	
ADDITIONAL PRICING FOR INFORMATION				No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-005 MICRO-SURFACING

Item No.	Description	Unit	Asphalt Paving Systems	Pavement Tech
			Unit Price	
PC-003	CRACK SEALING			No Bid
	0 - 500	GAL	20	No Bid
	501 - 1,000	GAL	18	No Bid
	1,001 - 5,000	GAL	16	No Bid
	5,001 AND OVER	GAL	15	No Bid
PC-005	MICRO-SURFACING			No Bid
PC-005-1	SINGLE MICRO	SY	2.25	No Bid
PC-005-2	DOUBLE MICRO	SY	3.45	No Bid
PC-005-3	RUT FILLING	TON	150	No Bid
PC-011	STRIPING AND PAVEMENT MARKING REMOVAL			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	MOBILIZATION			No Bid
	Work Order Total \$0.00 - \$50,000	LS	1500	No Bid
	Work Order Total \$50,001 - \$100,000	LS	1500	No Bid
	Work Order Total \$100,001 - \$500,000	LS	1500	No Bid
	Work Order Total Over \$500,000	LS	1500	No Bid
102-1	Maintenance of Traffic (MOT)			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
BASIS FOR AWARD TOTAL BID: \$22,497.70				
ADDITIONAL PRICING FOR INFORMATION				No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-006 SCRUB SEAL

			Asphalt Paving Systems	Pavement Tech
Item No.	Description	Unit	Unit Price	No Bid
PC-006	SCRUB SEAL			No Bid
	0 - 25,000	SY	3.65	No Bid
	25,001 - 50,000	SY	3.25	No Bid
	50,001 AND OVER	SY	3.15	No Bid
PC-009	FOG SEAL			No Bid
	0 - 25,000	SY	0.55	No Bid
	25,001 - 50,000	SY	0.4	No Bid
	50,001 AND OVER	SY	0.35	No Bid
902-2	Silica Sand	SY	0.15	No Bid
PC-011	STRIPING AND PAVEMENT MARKING REMOVAL			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	MOBILIZATION			No Bid
	Work Order Total \$0.00 - \$50,000	LS	2500	No Bid
	Work Order Total \$50,001 - \$100,000	LS	2500	No Bid
	Work Order Total \$100,001 - \$500,000	LS	2500	No Bid
	Work Order Total Over \$500,000	LS	2500	No Bid
102-1	Maintenance of Traffic (MOT)			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
BASIS FOR AWARD			TOTAL BID: \$26,284.50	
ADDITIONAL PRICING FOR INFORMATION				No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-007 COLD-IN-PLACE RECYCLING (CIP)

			Asphalt Paving Systems	Pavement Tech
Item No.	Description	Unit	Unit Price	
PC-001	Milling from 0 to 1,000 Square Yards			No Bid
PC-001-1	0" - 1"	Sq Yd	6	No Bid
PC-001-2	1.01" - 2"	Sq Yd	8	No Bid
PC-001-3	2.01" - 3"	Sq Yd	9	No Bid
PC-001-4	3.01" -4"	Sq Yd	10	No Bid
PC-001-5	greater than 4"	Sq Yd	11	No Bid
	Milling from 1,001 to 5,000 Square Yards			No Bid
PC-001-6	0" - 1"	Sq Yd	4.75	No Bid
PC-001-7	1.01" - 2"	Sq Yd	5.5	No Bid
PC-001-8	2.01" - 3"	Sq Yd	6.25	No Bid
PC-001-9	3.01" -4"	Sq Yd	6.5	No Bid
PC-001-10	greater than 4"	Sq Yd	6.75	No Bid
	Milling from 5,001 to 25,000 Square Yards			No Bid
PC-001-11	0" - 1"	Sq Yd	2.5	No Bid
PC-001-12	1.01" - 2"	Sq Yd	3	No Bid
PC-001-13	2.01" - 3"	Sq Yd	3.5	No Bid
PC-001-14	3.01" -4"	Sq Yd	4	No Bid
PC-001-15	greater than 4"	Sq Yd	4.5	No Bid
	Milling over 25,000 Square Yards			No Bid
PC-001-16	0" - 1"	Sq Yd	1.75	No Bid
PC-001-17	1.01" - 2"	Sq Yd	2.25	No Bid
PC-001-18	2.01" - 3"	Sq Yd	2.75	No Bid
PC-001-19	3.01" -4"	Sq Yd	3.25	No Bid
PC-001-20	greater than 4"	Sq Yd	3.75	No Bid
334	Asphalt Types from 0 to 100 Tons			No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 9.5) (PG 67-22)	Ton	109	No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 12.5) (PG 67-22)	Ton	107	No Bid
337-1	Superpave Asphaltic Concrete (Traffic C, FC-9.5) (PG 76-22)	Ton	120	No Bid
334	Asphalt Types from 101 to 1,000 Tons			No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 9.5) (PG 67-22)	Ton	99	No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 12.5) (PG 67-22)	Ton	97	No Bid
337-1	Superpave Asphaltic Concrete (Traffic C, FC-9.5) (PG 76-22)	Ton	110	No Bid
334	Asphalt Types over 1,001 Tons			No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 9.5) (PG 67-22)	Ton	94	No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 12.5) (PG 67-22)	Ton	92	No Bid
337-1	Superpave Asphaltic Concrete (Traffic C, FC-9.5) (PG 76-22)	Ton	105	No Bid
PC-007	Cold-in-Place Recycling (CIP)			No Bid
PC-007-1	Excavation for Widening or Unsuitable Material	CY	25	No Bid
PC-007-2	Added RAP or Aggregate	Ton	18	No Bid
	CIP from 0 to 25,000 Square Yards			No Bid
PC-007-3	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	7.25	No Bid
PC-007-4	Asphalt Emulsion	Gal	2.45	No Bid
	CIP from 25,001 to 50,000 Square Yards			No Bid
PC-007-5	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	5.75	No Bid
PC-007-6	Asphalt Emulsion	Gal	2.45	No Bid
	CIP over 50,000 Square Yards			No Bid
PC-007-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	4.95	No Bid
PC-007-8	Asphalt Emulsion	Gal	2.45	No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Unit Price	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	MOBILIZATION			No Bid
	Work Order Total \$0.00 - \$50,000	LS	7000	No Bid
	Work Order Total \$50,001 - \$100,000	LS	7000	No Bid
	Work Order Total \$100,001 - \$500,000	LS	7000	No Bid
	Work Order Total Over \$500,000	LS	7000	No Bid
102-1	Maintenance of Traffic (MOT)			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid

BASIS FOR AWARD

TOTAL BID: \$45,587.35

PC-008 FULL DEPTH RECLAMATION (FDR)

		Asphalt Paving Systems		Pavement Tech
Item No.	Description	Unit	Unit Price	No Bid
PC-001	Milling from 0 to 1,000 Square Yards			No Bid
PC-001-1	0" - 1"	Sq Yd	6	No Bid
PC-001-2	1.01" - 2"	Sq Yd	8	No Bid
PC-001-3	2.01" - 3"	Sq Yd	9	No Bid
PC-001-4	3.01" -4"	Sq Yd	10	No Bid
PC-001-5	greater than 4"	Sq Yd	11	No Bid
	Milling from 1,001 to 5,000 Square Yards			No Bid
PC-001-6	0" - 1"	Sq Yd	4.75	No Bid
PC-001-7	1.01" - 2"	Sq Yd	5.5	No Bid
PC-001-8	2.01" - 3"	Sq Yd	6.25	No Bid
PC-001-9	3.01" -4"	Sq Yd	6.5	No Bid
PC-001-10	greater than 4"	Sq Yd	6.75	No Bid
	Milling from 5,001 to 25,000 Square Yards			No Bid
PC-001-11	0" - 1"	Sq Yd	2.5	No Bid
PC-001-12	1.01" - 2"	Sq Yd	3	No Bid
PC-001-13	2.01" - 3"	Sq Yd	3.5	No Bid
PC-001-14	3.01" -4"	Sq Yd	4	No Bid
PC-001-15	greater than 4"	Sq Yd	4.5	No Bid
	Milling over 25,000 Square Yards			No Bid
PC-001-16	0" - 1"	Sq Yd	1.75	No Bid
PC-001-17	1.01" - 2"	Sq Yd	2.25	No Bid
PC-001-18	2.01" - 3"	Sq Yd	2.75	No Bid
PC-001-19	3.01" -4"	Sq Yd	3.25	No Bid
PC-001-20	greater than 4"	Sq Yd	3.75	No Bid
334	Asphalt Types from 0 to 100 Tons			No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 9.5) (PG 67-22)	Ton	109	No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 12.5) (PG 67-22)	Ton	107	No Bid
337-1	Superpave Asphaltic Concrete (Traffic C, FC-9.5) (PG 76-22)	Ton	120	No Bid
334	Asphalt Types from 101 to 1,000 Tons			No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 9.5) (PG 67-22)	Ton	99	No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 12.5) (PG 67-22)	Ton	97	No Bid
337-1	Superpave Asphaltic Concrete (Traffic C, FC-9.5) (PG 76-22)	Ton	110	No Bid
334	Asphalt Types over 1,001 Tons			No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 9.5) (PG 67-22)	Ton	94	No Bid
334-1	Superpave Asphaltic Concrete (Traffic C, SP 12.5) (PG 67-22)	Ton	92	No Bid
337-1	Superpave Asphaltic Concrete (Traffic C, FC-9.5) (PG 76-22)	Ton	105	No Bid
PC-008	Full Depth Reclamation (FDR)			No Bid
PC-008-1	Excavation for Widening or Unsuitable Material	CY	25	No Bid
PC-008-2	Added RAP or Aggregate	Ton	18	No Bid
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards			No Bid
PC-008-3	Pulverization	Sq Yd	7.1	No Bid
PC-008-4	Cement - Cement Treatment	Ton	145	No Bid
PC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	6	No Bid
PC-008-6	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45	No Bid
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards			No Bid
PC-008-7	Pulverization	Sq Yd	5.5	No Bid
PC-008-8	Cement - Cement Treatment	Ton	145	No Bid
PC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	6	No Bid
PC-008-10	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45	No Bid
	Full Depth Reclamation (FDR) over 50,000 Square Yards			No Bid
PC-008-11	Pulverization	Sq Yd	4.5	No Bid
PC-008-12	Cement - Cement Treatment	Ton	145	No Bid
PC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	6	No Bid
PC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45	No Bid
	SHOULDER AND ROADSIDE			No Bid

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Unit Price	No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	MOBILIZATION			No Bid
	Work Order Total \$0.00 - \$50,000	LS	7000	No Bid
	Work Order Total \$50,001 - \$100,000	LS	7000	No Bid
	Work Order Total \$100,001 - \$500,000	LS	7000	No Bid
	Work Order Total Over \$500,000	LS	7000	No Bid
102-1	Maintenance of Traffic (MOT)			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid

BASIS FOR AWARD TOTAL BID: \$46,039.50

PC-009 FOG SEAL

				Asphalt Paving Systems	Pavement Tech
Item No.	Description	Unit	Unit Price	No Bid	
PC-009	FOG SEAL			No Bid	
	0 - 25,000	SY	0.55	No Bid	
	25,001 - 50,000	SY	0.4	No Bid	
	50,001 AND OVER	SY	0.35	No Bid	
902-2	Silica Sand	SY	0.15	No Bid	
PC-011	STRIPING AND PAVEMENT MARKING REMOVAL			No Bid	
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid	
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid	
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid	
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid	
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid	
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid	
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid	
710	PAINTED PAVEMENT MARKINGS			No Bid	
11-111	Standard, White, Solid 6"	NM	1585	No Bid	
11-122	Standard, White, Solid 8"	LF	0.5	No Bid	
11-123	Standard, White, Solid 12"	LF	1.5	No Bid	
11-124	Standard, White, Solid 18"	LF	2.25	No Bid	
11-125	Standard, White, Solid 24"	LF	3	No Bid	
11-131	Standard, White Skip 6"	GM	530	No Bid	
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid	
11-160	Standard, White, Message	EA	50	No Bid	
11-170	Standard, White, Arrows	EA	25	No Bid	
11-180	Standard, White, Yield Line	LF	5	No Bid	
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid	
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid	
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid	
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid	
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid	
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid	
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid	
711	Thermoplastic Pavement Markings (711)			No Bid	
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid	
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid	
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid	
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid	
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid	
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid	
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid	
11-160	Thermo, Standard, White, Message	EA	190	No Bid	
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid	
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid	
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid	
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid	
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid	
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid	
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid	
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid	
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid	
101-1	MOBILIZATION			No Bid	
	Work Order Total \$0.00 - \$50,000	LS	200	No Bid	
	Work Order Total \$50,001 - \$100,000	LS	200	No Bid	
	Work Order Total \$100,001 - \$500,000	LS	200	No Bid	
	Work Order Total Over \$500,000	LS	200	No Bid	
				No Bid	
102-1	Maintenance of Traffic (MOT)			No Bid	
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid	
BASIS FOR AWARD				TOTAL BID: \$17,074.45	
ADDITIONAL PRICING FOR INFORMATION				No Bid	
	SHOULDER AND ROADSIDE			No Bid	
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid	
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid	
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid	
577-70	SHOULDER REWORK	SY	1.75	No Bid	
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid	
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid	



DATE: 9/9/2016

TO: John Kretzer Operations Manager
City Of St Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727.363.9247

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
D Micro

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Polk County Contract				\$ -
PC-005-2	Double Micro	SY	38,178.00	\$ 3.45	\$ 131,714.10
PC-005-3	Rut Filling	Ton	72.00	\$ 150.00	\$ 10,800.00
					\$ -
101-1	Mobilization	LS	1.00	\$ 1,500.00	\$ 1,500.00
102-1	Maintenance Of Traffic	Per Day	6.00	\$ 1,250.00	\$ 7,500.00
				\$ -	\$ -
711	THERMOPLASTIC PM				
11-125	Thermo STD, White, Solid, 24"	LF	0.00	\$ 5.00	\$ -
11-123	Thermo STD, White, Solid, 12"	LF	0.00	\$ 2.50	\$ -
11-111	Thermo STD, White, Solid, 6"	NM	0.00	\$ 4,000.00	\$ -
11-131	Thermo STD, White, 10'-30' Skip, 6"	GM	0.00	\$ 1,125.00	\$ -
11-170	Thermo STD, White, Arrows	EA	0.00	\$ 60.00	\$ -
11-160	Thermo STD, White, Message	EA	0.00	\$ 190.00	\$ -
11-124	Thermo STD, White, Solid, 18"	LF	0.00	\$ 3.75	\$ -
11-211	Thermo STD, Yellow, Solid, 6"	NM	0.00	\$ 4,000.00	\$ -
11-231	Thermo STD, Yellow, Skip, 6"	GM	0.00	\$ 1,125.00	\$ -
11-224	Thermo STD, Yellow, Solid, 18"	LF	0.00	\$ 3.75	\$ -
PC--012-2	FURNISHING/ INSTALLING BI-DIRECTIONAL YELL	EA	70.00	\$ 5.00	\$ 350.00
710	PAINTED PM				
11-111	Standard, White, Sloid, 6"	NM	1.90	\$ 1,585.00	\$ 3,011.50
11-123	Standard, White, Solid, 12"	LF		\$ 1.50	
11-125	Standard, White, Sloid, 24"	LF	200.00	\$ 3.00	\$ 600.00
11-211	Standard, Yellow, Sloid, 6"	NM	1.70	\$ 1,585.00	\$ 2,694.50
11-231	Standard, Yellow, Skip, 6"	GM	0.00	\$ 675.00	\$ -
11-160	Standard, White, Message	EA	0.00	\$ 50.00	\$ -
11-170	Standard, White, Arrows	EA	0.00	\$ 25.00	\$ -
					\$ -
*	Proposal includes all Labor, and Equipment for all items.				
					\$ -
Page 1 of 5				Total	\$ 158,170.10

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

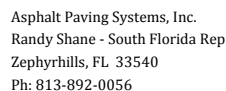
Signature: _____

Date: _____

* Proposal valid for 30 days.

M/O	CAPE	CRDM
-----	------	------

TM/O	-		
	T CAPE	0	
		T CRDM	0



ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W
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ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W
------	-------------	------	-----------	-------	-------	------

DM	73rd Ave	200			60	
	10 Ton Leveling					
DM	71st Ave	100			30	
	5 Ton Leveling					
DM	71st Ave	100			70	
	5 Ton Leveling					
DM	64th Ave	100				630
	5 Ton Leveling					
DM	Bay St				20	
	10 Ton Leveling					
DM	Sunset Way				20	1600
	2 Ton Leveling					

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W
DM	55th Ave	7600				7600
	10 Ton Leveling					
DM	Pali Way					
	5 Ton Leveling					
DM	Leilani Dr					
	5 Ton Leveling					
DM	Aloha Dr					
	5 Ton Leveling					
DM	Punta Vista Dr	100				
	10 Ton Leveling					
	TOTALS	8200	0	0	200	9830

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W
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CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Asphalt Paving Systems, Inc.
Microsurfacing FY17

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Asphalt Paving Systems, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than June 1, 2017 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 3 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$158,170.10 as full consideration for goods or services provided in this Agreement and more specifically in Exhibit A.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

7. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

8. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

9. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

13. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

14. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

16. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

17. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Asphalt Paving Systems, Inc.
Attn.: Randy Shane
9021 Wire Road
Zephyrhills, FL 33540

As to CITY:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Asphalt Paving Systems, Inc.:

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011](#)(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: City Clerk Compensation

Date: January 10, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: My employment agreement with the City provides for the Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment effective October 1, 2016.

Funding: Budgeted Salaries and Benefits

Requested Motion: "I move that the City Clerk's annual salary be adjusted from \$64,417.68 to _____, effective October 1, 2016.

Attachment: N/A

**Reviewed by
City Manager:** WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2016-24, amending Division 26 - Sign Ordinance of the City of St. Pete Beach Land Development Code relating to clarification of electronic message signs and placement of political signs.

Date: January 10, 2017

Prepared By: Jennifer Bryla, AICP

Through: Wayne Saunders, City Manager

Summary of Issue: At the direction of the City Commission, Ordinance 2016-24 specifically clarifies where sign definitions can be found, provides for 2027 “sunset” provision for non-conforming signs and further clarifies electronic message signs by adding definition that electronic message boards include any changeable words, lines, logos, symbols, or illustrations and include LED type signs. Internally lit signs shall be permitted only in zoning districts that expressly allow them. Specifically that would be TC-1, TC-2, although internally lit signs are prohibited from fronting Corey Avenue. The Ordinance regulates that electronic message boards shall only be located along Gulf Boulevard from 37th to 75th Avenues. The Ordinance also clarifies where political signs may be placed, as the Ordinance provides for a clear definition of the word “lot”.

On November 15, 2016, the Planning Board held a public hearing on the ordinance and recommended approval 5-0 in favor of its passage.

Requested Motion: I move to approve Ordinance No. 2016-24 on final reading

Attachment: Ordinance No. 2016-24
Staff Report

**Reviewed by
City Manager:**

WS



St. Pete Beach City Commission

155 Corey Avenue
St. Pete Beach, FL 33706
727-367-2735

12/13/2016

Item Number Ordinance #2016-24

Type of Application

Amendment to Land
Development Code
Division 26 – Sign
Ordinance

Applicant

City of St. Pete Beach

Location

City wide

Project Planner

Jennifer Bryla, AICP,

Requested Action

Approval of Ordinance
2016-24

Staff

Recommendation

Approval

Planning Board

Hearing 11/15; approval 5-0

City Commission

First Reading approval 5-0

Final Reading (1/10/2017)

Findings

In its review of the
proposed application,
staff has determined:

ITEM SUMMARY:

Division 26 of the City's Land Development Code regulates signage. The purpose and intent of the sign code is to promote the public health, safety and general welfare through reasonable, consistent and nondiscriminatory sign standards. It has come to the attention of the City Commission that certain aspects of the sign code were not meeting the criteria of the intent.

Ordinance 2016-24 specifically clarifies where sign definitions can be found, provides for a "sunset" provision for non-conforming signs and further clarifies electronic message board signs and their locations and intensities. The Ordinance also clarifies where political signs may be placed.

PUBLIC NOTICE:

Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, one (1) written comment of objection was received. Oral and written comments may be presented at the public hearing.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the City of St. Pete Beach's Comprehensive Plan, specifically:

Policy 2.1.2

The following livable roadway strategies and features shall be pursued wherever appropriate within the Community Redevelopment District and all features shall



1. The proposed application is consistent with Florida Statutes. 2. The proposed application is consistent with the Pinellas County Regional Policy Plan. 3. The proposed application is consistent with the St. Pete Beach Comprehensive Plan. 4. The proposed application is consistent with the intent of the LDC.	meet or exceed ADA requirements: *** • Signage that is clear, easily readable, user-friendly, is consistent with international signage rules and symbols, does not create visual clutter and is part of an overall comprehensive branding signage program for St. Pete Beach. The proposed Ordinance is consistent with the intent of the Land Development Code and further balances the visual impacts of commercial development and residential intrusion. PLANNING BOARD: The Planning Board heard Ordinance 2016-24 on November 15th, 2016 and made a (5-0)(Chaney & Olhaber) recommendation of approval to the City Commission.. CITY COMMISSION: The City Commission on first reading changed the location of Electronic Message Boards from only being permitted in the LR and BHC Districts to all Districts that front Gulf Boulevard from 37th to 75th Avenues. This modification was approved by a vote of 5-0. STAFF RECOMMENDATION: Upon review of the above guiding documents, staff recommends approval of Ordinance 2016-24. Attachments (1) Staff Report (2) Ordinance 2016-24
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ORDINANCE 2016-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE ST PETE BEACH LAND DEVELOPMENT CODE AS FOLLOWS: SECTION 2.1 – WORDS, TERMS, & PHRASES DEFINED; AMENDING SECTION 26.2 – DEFINITIONS; AMENDING SECTION 26.5 – NONCONFORMING SIGNS; AMENDING SECTION 26.23 – ILLUMINATED AND ELECTRONIC MESSAGE BOARD SIGNS; AMENDING 26.25(g) – ALL DISTRICTS; AMENDING SECTION 26.33 – TC-1 and TC-2 DISTRICTS; RENUMBERING SECTION 26.41 – SEVERABILITY TO 26.42; PROVIDING FOR 26.41 - PASS-A-GRILLE OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the need to regulate election signs and internally illuminated sign throughout the city; and

WHEREAS, the City Commission has found this Ordinance to be in the best interest of the health, safety, and welfare of the citizens of the city;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

Section 1. Section 2.1 of the St. Pete Beach Land Development Code is hereby amended:

Sec. 2.1 – Words, terms, and phrases defined.

* * *

Signs. ~~See Chapter 122, St Pete Beach, Code of Ordinances.~~ See Section 26.2 of Division 26 herein.

* * *

Section 2. - Sec. 26.2. - Definitions.

* * *

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, including signs set in motion by movement of the atmosphere, or made up of ~~a series of sections~~ external sign elements that revolve or turn.

* * *

Electronic message board sign means a sign by which the message copy can be electronically changed and controlled. This shall include but not be limited to changeable words, lines, logos, symbols, or illustrations and shall include all LED type signs regardless if the sign periodically changes copy.

* * *

Sight visibility triangle means a triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 20 feet in length from the intersection along the abutting curb lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the curb line and along the driveway line to form a triangle. (See illustration in section 6.21 herein).

* * *

Sign area means the total square foot area of sign surface, including all parts thereof devoted to the background, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto (see illustrative examples in section 26.3, herein). The area of a sign painted directly on a wall or awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign.

Section 3. - Sec. 26.5. - Nonconforming signs.

A nonconforming sign that was lawfully erected may continue to be maintained: (a) until the nonconforming sign is substantially damaged or destroyed, or (b) until the real property on which the sign is located is redeveloped, whichever of the foregoing occurs first. At such time the sign is substantially damaged or destroyed or at such time the real property is redeveloped, the nonconforming sign must either (a) be removed or (b) be brought into conformity with this division and with any other applicable law or regulation. For the purpose of this section, the term "redevelopment" shall mean a substantial improvement of the principal structure on the real property.

In addition to the above, all legally erected nonconforming electronic message board signs, including all LED-type signs, must be made to conform to the applicable provisions of this Division by January 1, 2027.

Section 4. - Sec. 26.23. - Illuminated and electronic message board signs.

The following conditions and restrictions shall apply to illuminated signs.

Except as hereinafter provided in this section, illuminated signs, or illumination in show windows, display windows, in or upon any building shall have the source of light concealed from view from the exterior of the building or structure, except that where channel letters or figures are used for any sign the illumination thereof may be visible if recessed within the depth of the channel.

Illuminated signs are subject to the following maximum illumination intensity levels:

Maximum Illumination Intensity Level

Type of Illumination	Located Within 500 Feet and Visible from a Residential District	Not Visible From a Residential District or Located Beyond 500 Feet of a Residential District
Direct, internal or back lighted	90 footlamberts <u>28.65 foot-candles</u>	150 footlamberts <u>47.75foot-candles</u>
Indirect or reflected sign	10 foot-candles	25 foot-candles

Internally illuminated signs or portions of a sign that are internally illuminated, shall not be larger than 50 square feet in area.

Electronic message board signs or portions of a sign that are electronic message boards, shall not be larger than 32 square feet in area. They shall only be located in a front yard or on a building façade, or shall have a minimum setback of 20 feet from the front yard property line, whichever is more restrictive. Electronic message board signs are only permitted on properties adjacent to Gulf Boulevard from 37nd Avenue to 75th Avenue.

Internally illuminated signs shall be prohibited in all districts which do not expressly permit them in the following sections, except menu display boards may be internally illuminated when associated with a permitted drive thru restaurants.

Electronic message board signs, including LED-type, shall only be permitted as defined above in the LR and BHC districts. All other existing nonconforming electronic message board signs shall be subject to the amortization schedule set forth in Section 26.5.

~~Illuminated signs located within 500 feet of a residential zone, and which are visible from such residential zone shall be turned off not later than 11:00 p.m. each night.~~
No animated, intermittent, or flashing illumination ~~will~~ shall be permitted.

Section 5.- Sec. 26.25. - All districts.

* * *

(g) Election signs. For each ~~parcel~~ lot within the city one election sign for each issue may be displayed. An election sign may be displayed as an attached sign or as a freestanding sign. On parcels that are in residential use, the election sign shall not exceed three square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed three feet in height. On parcels that are in nonresidential use, the election sign shall not exceed 12 square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed six feet in height. Freestanding election signs shall be set back at least three feet behind the sidewalk or, if there is no sidewalk, ten feet from the edge of pavement. Election signs are prohibited on public property and public right-of-way. An election sign shall be removed within seven calendar days following the election to which it pertains. For this section, the term lot means: the least fractional part of subdivided lands having limited fixed boundaries and an assigned number, letter, legal description or other name through which it may be identified.

* * *

Section 6. - Sec. 26.33. - TC-1 and TC-2 Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the TC-1 or TC-2 District may have up to three of the following signs in [subsections] (a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign. One of the allowable signs may be internally illuminated subject to Sec. 26.23. Such signs shall not be located on any building façade or property frontage adjacent to Corey Avenue.

* * *

~~Section 7. - Sec. 26.34. - LR and BHC Districts.~~

~~In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the LR or BHC District that has an exclusive entrance to the interior of the building from the exterior of the building may have up to three of the following signs in [subsections] (a)—(e) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four from [subsections] (a)—(e) below). One of the allowable signs may be internally illuminated (including electronic message board) subject to Sec. 26.23.~~

* * *

Section ~~7 8~~ - Sec. 26.41. — Severability Pass-a-Grille Overlay District.

All signs shall be allowed in accordance with the underlying zoning district's permitted signage, except that internally illuminated signage shall be expressly prohibited.

Sec. 26.412. - Severability.

* * *

Section 8 ~~9~~. All Ordinances or parts of Ordinances, in conflict here with are hereby repealed to the extent of any conflict with this Ordinance.

Section 9 ~~10~~. If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

Section 10 ~~11~~. This Ordinance shall become effective immediately.

PASSED ON FIRST READING _____, a.d. 2016

PASSED ON SECOND AND FINAL READING _____, a.d. 2016

Deborah Schechner , MAYOR

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLISHED: _____

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2016.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2016-25 – Temporary Moratorium for Medical Marijuana Dispensaries

Date: January 10, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: In 2014 the Florida Legislature enacted a medical marijuana law, the “Compassionate Medical Cannabis Act of 2014” which authorized a limited number of large nurseries to cultivate, process, and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments, which was amended by the Florida Legislature in its 2016 session. On November 8, 2016, Florida’s voters affirmatively selected to amend the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”). The Florida Department of Health is tasked with promulgating rules and policies for the Act and Amendment 2.

Local governments may establish temporary moratoriums when there is a rational basis and legitimate governmental purpose for the imposition of a moratorium; and establishing a record that the moratorium would further the governmental purpose of creating, finalizing, and adopting regulations relating to medical cannabis. WCI Communities, Inc. v. City of Coral Springs, 885 So.2d 912(Fla. 4th DCA 2004), and Smithfield Concerned Citizens for Fair Zoning v. Town of Smithfield, 907 F.2d 239, 243 (1st Cir. 1990).

Requested Motion: I move to approve Ordinance No. 2016-25 on the final reading (read title).

Attachments: Exhibit A – Ordinance 2016-25

**Reviewed by the
City Manager**

WS

Ordinance 2016-25

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
IMPOSING A TEMPORARY MORATORIUM ON THE
ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA
DISPENSING ORGANIZATIONS AND MEDICAL MARIJUANA
TREATMENT CENTERS WITHIN THE CITY FOR A PERIOD OF
ONE HUNDRED AND EIGHTY (180) DAYS; PROVIDING FOR
SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

WHEREAS, in 2014 the Florida Legislature enacted a medical marijuana law, the “Compassionate Medical Cannabis Act of 2014” (codified as §381.986, Fla.Stat.) (the “Act”) which authorized a limited number of large nurseries to cultivate, process, and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments; and

WHEREAS, the Florida Legislature in its 2016 session amended the Compassionate Medical Cannabis Act (§381.986, Fla. Stat.) to include the use of “medical marijuana” for eligible patients with terminal conditions; and

WHEREAS, the 2016 Amendment expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

WHEREAS, on November 8, 2016, Florida’s voters approved an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”); and

WHEREAS, Amendment 2 would fully legalize the medical use of marijuana throughout the State of Florida for those individuals with specified “debilitating” conditions, and would authorize the cultivation, processing, distribution and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers”; and

WHEREAS, a comprehensive state licensing and regulatory framework for the cultivation, processing and dispensing of cannabis under Act of 2014 presently exists and provides that criteria for the number and location of dispensaries and other permitting requirements that do not conflict with state law or Department of Health rules may be established by local ordinance; and

WHEREAS, businesses licensed pursuant to the Act have begun cultivating cannabis for processing and dispensing; and

WHEREAS, to promote the effective regulation of such activities, the City Commission wishes to preserve the status quo while researching, studying, and analyzing the potential impact of dispensing facilities within the City's boundaries upon adjacent uses and the surrounding areas, including its effect on traffic, congestion, surrounding property values,

demand for City services including inspections and increase police monitoring, and other aspects of the operation of dispensing facilities impacting the general welfare of the community; and

WHEREAS, due to the historical prohibition of marijuana, the City of St. Pete Beach, Florida does not currently have any land development Codes governing the use of real property for purposes of cultivating, processing, distributing or selling marijuana or related activities and such uses are neither lawfully existing nor permissible within the City; and

WHEREAS, to promote effective land use planning if a dispensing organization should seek to operate within the City, the City Commission wishes to preserve the status quo while researching, studying and analyzing the potential impact of Medical Marijuana dispensing organizations and Medical Marijuana Treatment Centers upon nearby properties; and

WHEREAS, the City Commission finds that imposing a temporary moratorium until adequate regulations have been developed, considered and adopted is in the best interest of the health, safety and general welfare of the community and the residents of the City.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. A temporary moratorium is hereby imposed on the establishment and operation of Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers (as referenced in §381.986 and Constitutional Amendment 2, respectively) within the corporate limits of the City of St. Pete Beach, Florida. While the temporary moratorium is in effect, the City shall not accept, process or approve any application relating to the establishment or operation of a Medical Marijuana Dispensing Organization or Medical Marijuana Treatment Center. Nothing in this temporary moratorium shall be construed to prohibit the medical use of medical marijuana or low-THC cannabis by a qualifying or eligible patient, as determined by a licensed Florida physician, pursuant to Amendment 2, Fla. Stat. § 381.986 or other Florida law, as applicable.

SECTION 3. For purposes of the temporary moratorium, a “Medical Marijuana Treatment Center” means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health. “Dispensing organization” means an organization approved by the Florida Department of Health to cultivate, process, transport and dispense low-THC cannabis or medical cannabis pursuant to Fla. Stat. § 381.986.

SECTION 4. This ordinance shall take effect immediately upon adoption. The temporary moratorium shall terminate one hundred and eighty (180) days from the effective date of this

ordinance, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

SECTION 5. The City Commission directs the City Manager to have the Community Development Director and the City Attorney's Office initiate a zoning review of Medical Marijuana dispensing organizations and Medical Marijuana Treatment Centers within the City of St. Pete Beach, to prepare a staff report containing recommendations as to the appropriate zoning regulations in which such facilities should be located and whether such facilities should be permitted within such district(s) as principal permitted uses, by conditional use permit, or by some other process; and to present such report to the City Commission.

SECTION 6. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 7. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption, but shall terminate one hundred and eighty (180) days from the effective date, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____

Deborah Schechner, MAYOR

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2016.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

**ST. PETE BEACH CITY COMMISSION
AGENDA REPORT**

Issue Considered: Resolution 2017-01 declaring as surplus certain City owned vehicles, assets and equipment, authorization for the City Manager to dispose of same in the manner required by law.

Date: January 10, 2017

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Administrative Services Director

Summary: This is a request to approve Resolution 2017-01 and declare as surplus:

Miscellaneous vehicles, assets and equipment as described in Resolution 2017-01 - Appendix A attached hereto. Said vehicles, assets and equipment have been determined by the respective department directors as either no longer being needed for municipal purposes and or exceeded useful life and are now considered surplus.

Said vehicles, assets and equipment will be disposed of in the manner required by law.

Requested Motion: "I move to approve Resolution 2017-01(read title)"

Attachments: Resolution 2017-01 and Appendix A

Reviewed by:
City Manger: WS

RESOLUTION 2017-01

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DECLARING AS SURPLUS CERTAIN CITY OWNED VEHICLES, ASSETS AND EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID ASSETS IN THE MANNER REQUIRED BY LAW.

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting duly assembled on Tuesday, January 10, 2017 resolves as follows:

WHEREAS, the Board of Commission of the City of St. Pete Beach, Pinellas County, Florida have determined at the present time that the list of City owned vehicles, assets and equipment attached hereto in Appendix A have been declared surplus:

WHEREAS, it has been determined that said City owned vehicles, assets and equipment may be disposed of:

NOW, THEREFORE the City Commission of the City of St. Pete Beach, Pinellas County, Florida, at its regular meeting duly called provides as follows:

BE IT RESOLVED:

That the City Commission of St. Pete Beach, Pinellas County, Florida, authorizes the City Manager to dispose of the City vehicles, assets and equipment attached hereto in Appendix A in the manner required by law.

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 10th. Day of January 2017.

Deborah Schechner, Mayor

Rebecca Haynes , City Clerk

SURPLUS RESOLUTION 2017-01

Recreation Department: **(1) 2009 GEM ES Electric Car –VIN: 5ASGTGA46AF051383**

Administrative Services Parking:

(1)2005 Cale Pay station- Serial: MP104DBR1
(1)2005 Cale Pay station- Serial: MP104GW2
(1)2005 Cale Pay station- Serial: MP104GW7
(1)2005 Cale Pay station- Serial: MP104GW10
(1)2005 Cale Pay station- Serial: MP104GW11
(1)2005 Cale Pay station- Serial: MP104GW12
(1)2005 Cale Pay station- Serial: MP104GW17
(1)2005 Cale Pay station- Serial: MP104GW18
(1)2005 Cale Pay station- Serial: MP104GW19
(1)2005 Cale Pay station- Serial: MP104GW20

Administrative Services Finance:

Assortment of miscellaneous office furniture items / desks / cabinets etc. replaced with new.

Community Development:

Assortment of miscellaneous office furniture items / desks / cabinets etc. replaced with new.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Consideration of continued discussion of hosting a Powerboat P1 USA Superstock race off the shores of St Pete Beach

Date: January 10, 2017

Prepared By: Jennifer McMahon, Recreation Director

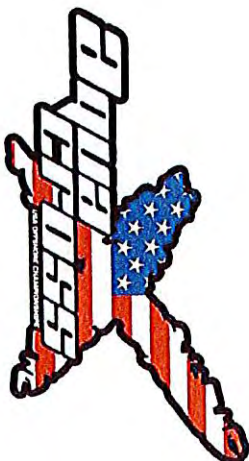
Summary of Issue: We have been approached about having a Powerboat P1 USA Superstock race off St Pete Beach June 16-18, 2017. Powerboat P1 USA conducts races internationally, with one of their largest ones being in Sarasota each fall that brings in over 40 million in economic impact to the area. They estimate a 1.5 million dollar economic impact for our area for a first time race in hopes of growing that each year. The event entails set up on Friday, June 16. There are 2 types of races, Superstock and AquaX (JetSkis) and those would be spread out on Saturday from 9-4:30pm and Sunday from 11 – 2pm with awards at 3pm. The Jet Skis launch from the beach, the Superstock boats from the St Petersburg Yacht Club in Pass-a-Grille. The course in the Gulf of Mexico would be a 2 mile course around and would be located close to the host hotel. They have 8 water safety and course marshals on the water with additional med boats and ambulance on stand by. The Pinellas County Sheriff's office, their marine unit, Coast Guard, St Pete Beach Fire and other city staff all met with the organizers to review their plan. They have received the cost estimates from those agencies and the necessary permitting requirements.

Funding: N/A

Requested Motion: N/A

Attachments: PowerPoint from Powerboat P1 USA

**Reviewed by
City Manager** WS



St. Pete Beach Grand Prix Event Plan



St. PETE BEACH FOLIO –

EVENT:

Powerboat and personal watercraft (PWC) racing.

DATES: 2017

Set up June 16th

Race Days June 17th

Race Day and tear down June 18th

RACERS:

Estimate PWC – 60 racers

Estimate Powerboats – 12 Panthers – 1 Racer and 1 Throttle-man per boat

WEEKEND SCHEDULE:

Sample schedule attached.

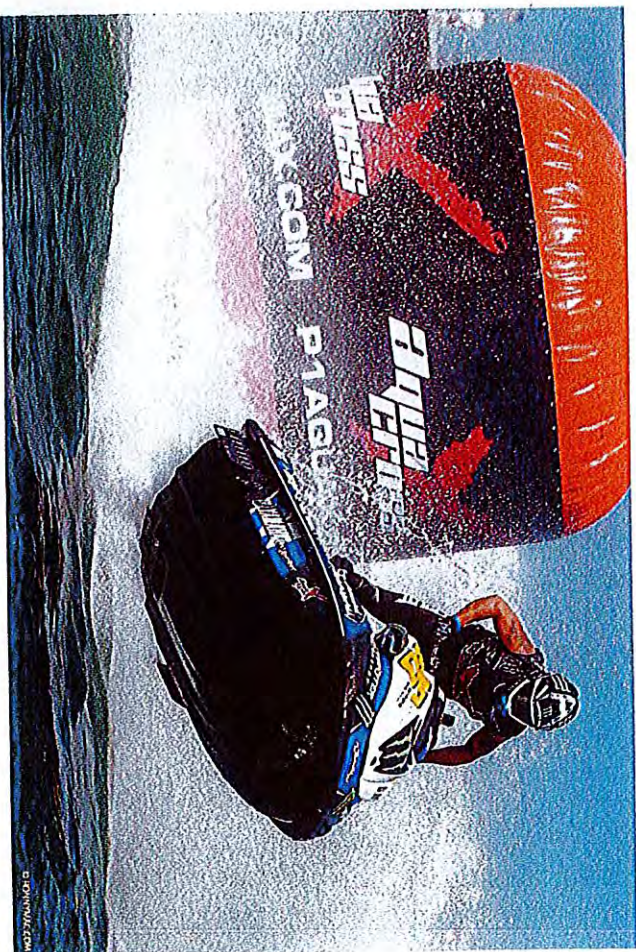
SITE PLAN:

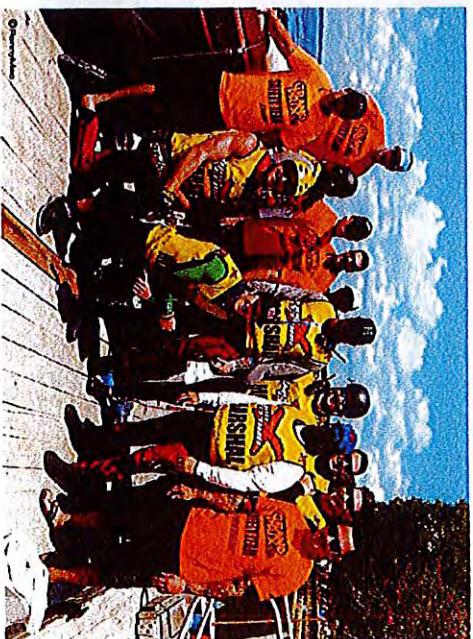
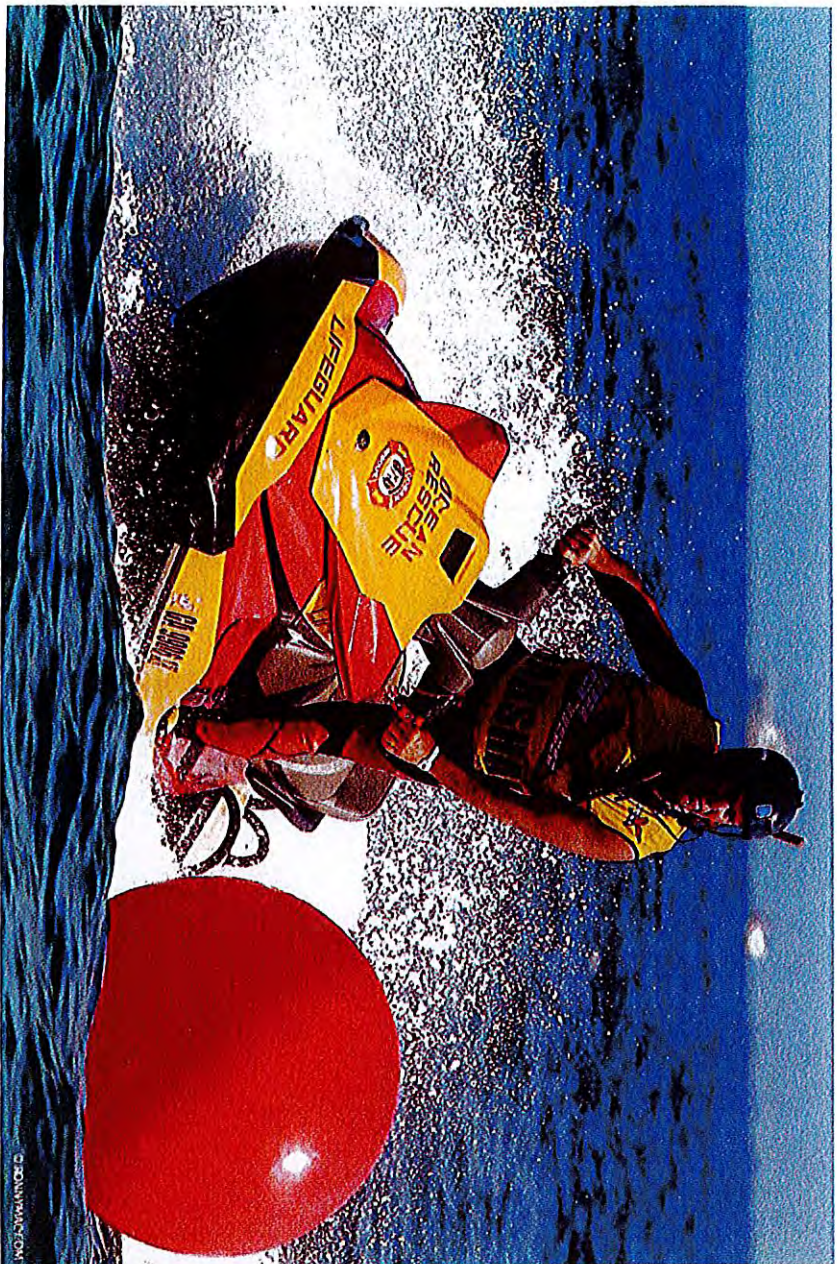
Prelim Site plan attached.



HOST HOTEL:

P1 will chose a hotel to be listed as our priority host hotel for our staff and Racers.





RACE COURSE AND SAFETY:

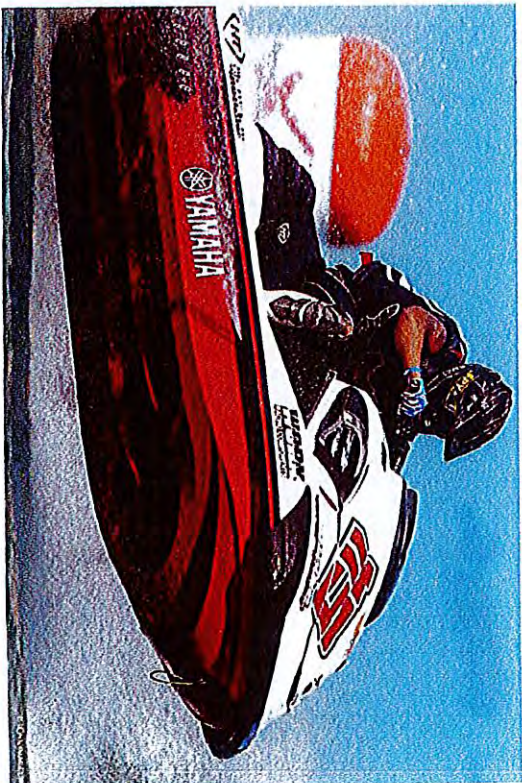
- Approx 2.4 mile course used for both Superstock powerboats and AquaX races.
- 8 on water safety and course marshals on water.
- Additional med boats on water.
- Ambulance on stand by.
- Start finish line in front of viewing area.

Friday July 1, 2016		From	Until	Location
Registration Opens		1:00pm	7:00pm	Bldg
Safety Tech Inspections		1:00pm	7:00pm	Dry Pits
New Rider Training		11:30pm	3:30pm	Bldg
Saturday July 2, 2016		From	Until	Location
Late Registration / Tech		7:00am	7:30am	USCG Bldg
Riders Briefing / Roll Call		7:30am	8:00am	PITS
All Aquax Riders Launch		8:00am	8:40am	
AQUAX PRO RACE 1		9:00am	9:45am	Race Course
AQUAX AM RACE 1		9:45am	10:30am	Race Course
SuperStock Practice + Race 1 & 2		10:45am	11:45pm	Race Course
Lunch		12:00pm	12:30pm	PITS
SuperStock Race 3 & 4		2:00pm	3:00pm	Race Course
Aquax Launch		2:00pm	2:40pm	PITS
AQUAX PRO RACE 2		3:00pm	3:45pm	Race Course
AQUAX AM RACE 2		3:45pm	4:30pm	Race Course
Sunday July 3, 2016		From	Until	Location
Riders Briefing / Roll Call		7:30am	8:00am	Hyatt
Aquax Riders Launch		10:00am	10:40am	Hyatt
AQUAX PRO RACE 3		11:00am	11:45am	Race Course
AQUAX AM RACE 3		11:45am	12:30pm	Race Course
SuperStock Race 5		12:45pm	1:45pm	Race Course
PODIUM**		3:00pm		PITS

**Subject to change

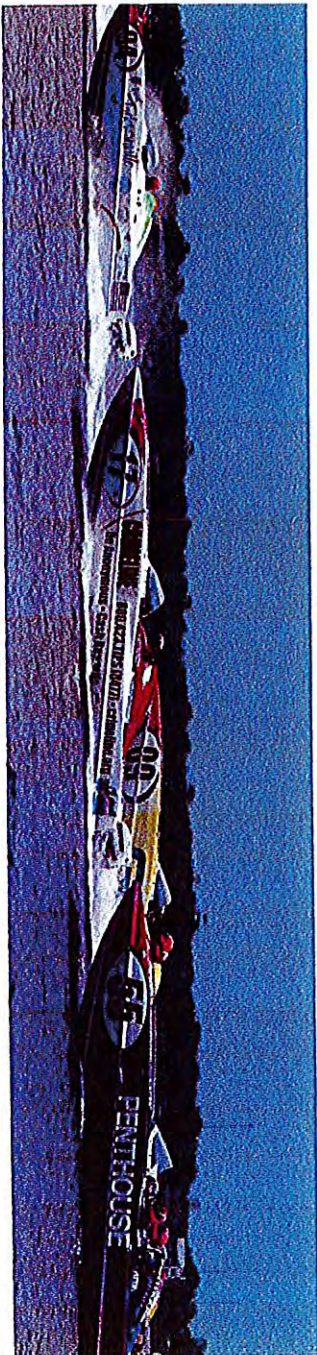
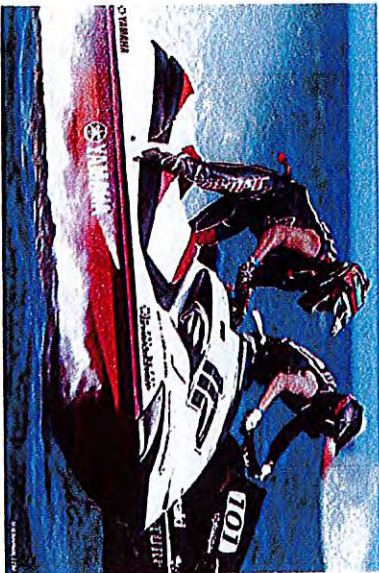
EVENT SCHEDULE

This is an example of a possible scheduled event. We understand there is a wedding on Sunday Aug 20th watercraft will need to be off the water before 5pm



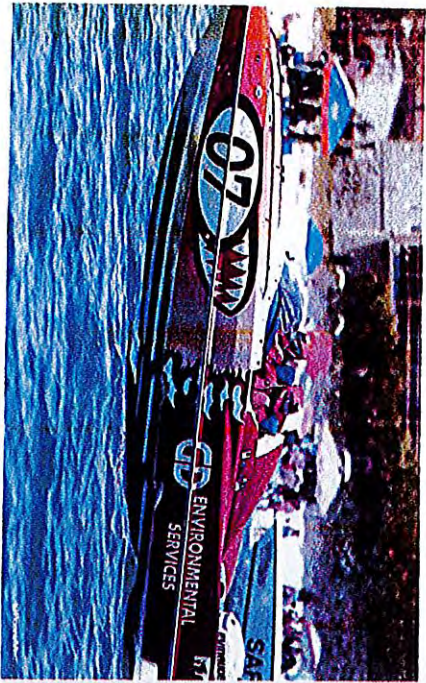
Media

- Superstock and Aquax each airs an hour TV show on FOX Sports Sun, FOX Sports Southeast, FOX Sports FLORIDA,
- TV Show airs internationally, on FOX Sports International and SKY TV as well as several other International broadcast stations.
- Events are covered in most powerboat and jetski publications.
- Significant web presence
- Top quality event imagery and photographers.



EVENT MARKETING

- Radio Spots
- TV Commercials
- Fliers
- Posters
- Newspaper Ads
- Social media
- Web and Internet presence
- USBA Sanctioned – Use of USBA database



AUG 01-02

ST CLOUD GRAND PRIX

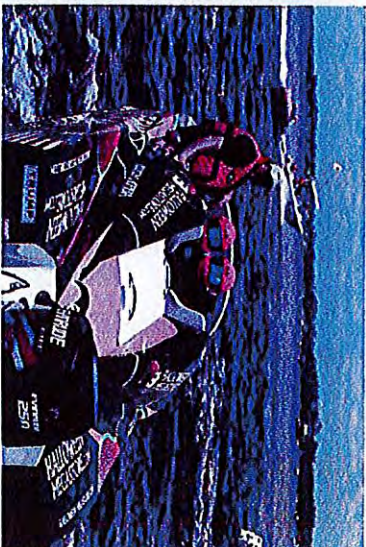
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CONTACT:

Azam Rangoonwala:

P1 USA Director

407-985-1938

Azam.Rangoonwala@powerboatp1.com

Michelle Petro

Aquax USA Series Administrator

352-572-8686

Michelle.Petro@powerboatp1.com

Gene Stephens

Superstock Race Manager

813-731-8389

Superstockusa@powerboatp1.com