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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, July 24, 2018
6:00 PM

Call to Order
Pledge of Allegiance
Moment of Silence
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
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 the minutes from the following Commission meetings: July 10, 2018 Executive Session; July 10, 2018 Regular Meeting.**
 - b. **Authorization to enter into an agreement to extend our current 5 year lease for (2) 2013 "25 passenger" buses from Midwest Transit for 12 months at \$1,358 per month for both vehicles.**

- c. Authorization to apply for the Hazard Mitigation Grant Program via the Florida Division of Emergency Management.**
- d. Approve Change Order #9 to the purchase agreement with Gibbs & Register, Inc., for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$27,380.11.**
- e. Request Authorization for the demolition of structures at 627 78th Avenue, St. Pete Beach, FL 33706.**

5. Action Items

- a. Authorization of Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2018 through September 30, 2019 in the amount of \$2,373,144.**
- b. Request approval of the unit price proposal from Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY18 budget.**

6. Ordinances

- a. Ordinance 2018-06: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment to Section 82-171 (Fines for Violations) of the Code of Ordinances**
- b. Ordinance 2018-09: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement Projects Fund, Wastewater Fund, Stormwater Fund, Reclaimed Water Fund, and General Fund.**

7. Resolutions

- a. Resolution 2018-06: A Resolution of the City Commission of the City of St. Pete Beach, Florida, Establishing the Fiscal Year 2019 Tentative Millage Rate; Scheduling Public Hearing Dates for Budget Adoption; and Providing for an Effective Date.**
- b. Resolution 2018-07 - A Resolution of the City Commission of the City of St. Pete Beach, Florida, adopting a new official city logo; and providing for an effective date.**

c. Resolution 2018-10, A resolution enabling the placement of the sale of City owned real property on the ballot for City-wide vote.

8. Items for Discussion

a. City Attorney Quarterly Report

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 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this 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.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

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

CITY COMMISSION SPECIAL MEETING – EXECUTIVE SESSION

MINUTES

JULY 10, 2018

5:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 5:02 p.m.

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor (arrived at 5:03 p.m.)
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Announcement of Litigation

A. Chmielewski v. City of St. Pete Beach

- (1) Case No. 8:13-cv-03170-JDW-MAP; Middle District of FL
- (2) Case No. 16-16402; 11th Circuit Court of Appeals

Mayor Johnson announced the commencement of an attorney-client executive session.

2. Adjourn to Executive Session

Mayor Johnson adjourned the meeting to an attorney-client executive session.

3. Reconvene to Public Session

Mayor Johnson announced the conclusion of the executive session and reconvened the meeting to a public session.

4. Discussion and Possible Action

A. Chmielewski v. City of St. Pete Beach

- (1) Case No. 8:13-cv-03170-JDW-MAP; Middle District of FL
- (2) Case No. 16-16402; 11th Circuit Court of Appeals

City Attorney Dickman noted that he and City Manager Wayne Saunders are seeking instruction on going forth with three separate issues in regard to the Chmielewski lawsuit.

Commissioner Finnerty moved to not authorize an appeal of the 11th Circuit's opinion. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

Vice Mayor Pletcher moved to authorize the City Manager and the City Attorney to pay the judgment and the pre- and post-judgment interest from the restricted account subject to court order or court instructions. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

Commissioner Friszolowski moved to authorize the City Attorney to take appropriate action to secure the easement awarded by the Appellate Court on the Chmielewski beach parcel. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

5. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 5:58 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

JULY 10, 2018

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:03 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

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

1. Presentations

There were no presentations.

2. Changes to the Agenda

Vice Mayor Pletcher requested to allow public comments to Item 8(a) and to add a discussion item in regard to invocations at Commission meetings.

Commissioner Finnerty requested to add an action item for a future meeting in regard to invocations at Commission meetings.

Commissioner Falkenstein requested to add a discussion item in regard to public comments at Commission meetings.

3. Audience Comments

Jim Assenheimer, Pass-a-Grille Way, commented on construction equipment from the Pass-a-Grille Way Reconstruction Project currently being stored in his front yard.

Nancy Kelly Dobbs, Harbourside Condominiums, requested an update on renovation plans for the Pass-a-Grille area restrooms.

4. Consent

- a. Approval of minutes from the following City Commission meetings: June 12, 2018 and June 26, 2018.
- b. Authorization to hang banners over 75th Avenue at Boca Ciega Drive for the October Concert Series held each Friday in October 2018.
- c. Request approval of the quote from Newton Remodeling, Inc. for the renovation of the Fire Station 23 kitchen in the amount of \$22,180.00.
- d. Request Approval to enter into the second renewal term agreement, twelve months, with Accela Civic Platform to purchase ten permitting licenses in the amount of \$26,908.20 that will be assigned to the Community Development Department.

Commissioner Friszolowski moved to approve Consent Items 4(a), (b), (c), and (d) as submitted. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

5. Action Items

- a. Request approval of the bid from Kamminga & Roodvoets, Inc. for the construction of the Valve Vault Repair in the amount of \$291,692.00.

City Manager Saunders explained that in lieu of replacing the main that manifolds with a main from the City of Treasure Island, it was determined that new isolation valves and a new check valve should be installed.

Commissioner Friszolowski moved to approve Item 5(a), to approve the bid from Kamminga & Roodvoets, Inc., for the construction of the Valve Vault Repair in the amount of \$291,692.00. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

- b. Request approval of Task Order 2018-3 under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$31,370.00 for the design and contract documents of Stormwater Improvements at Sunset Way and 23rd Avenue.

The project is one of the eleven local stormwater improvement projects scheduled for design and improvement.

Vice Mayor Pletcher moved to approve Item 5(b), to approve Task Order 2018-03 under the continuing engineering services contract with GGI LLC, in the amount of \$31,370.00 for the design and contract documents of stormwater improvements at Sunset Way and 23rd Avenue. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

6. Ordinances

There were no ordinances submitted.

7. Resolutions

- a. Resolution No 2018-08 – Adopting the updated Statewide Mutual Aid Agreement.

Mr. Saunders explained that the proposed resolution provides for participation and request of interjurisdictional mutual assistance among political subdivisions within the State of Florida in the event of an emergency.

Commissioner Finnerty moved to approve Item 7(a), Resolution 2018-08, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing adoption of the Statewide Mutual Aid Agreement; and providing for an effective date. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

8. Items for Discussion

- a. The Corey Avenue Theater

At the request of Commissioner Finnerty, Mr. Dickman provided an update to the status of the Beach Theatre on Corey Avenue. It was the consensus of the Commission that the City Attorney provides bi-weekly updates on the ownership and possible sale of the business once the probate process is completed.

Steven Turner, 2nd Avenue, spoke in support of looking at business models with companies who have been successful in theatre operations.

Holly Young, resident and current Historic Preservation Board member, noted that she will ensure the issue is placed on the board's next meeting agenda for discussion.

Kim Turner, 2nd Avenue, spoke in support of the City serving as a facilitator in bringing together various companies who have expertise in theatre operations.

b. Beach Management

City Attorney Dickman requested the parameters of how the Commission wants to manage beach use and suggested combining all beach-related codes into one chapter of the City's code.

c. Invocation at Commission Meetings

It was the consensus of the Commission to continue with individual commissioner research, remove "Invocation" and replace with "Moment of Silence" for the next meeting, and place as a discussion item on a future agenda, if warranted.

d. Public Comments at Commission Meetings

Commissioner Falkenstein requested an extension of the time limit for each speaker under the audience comments sections of the agenda.

It was the consensus of the Commission to continue the current practice of allowing three minutes per speaker and to allow additional time on an individual basis.

9. Audience Comments 2

An unidentified speaker commented on audience comments.

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

City Clerk Haynes reported had no report to submit.

City Manager Saunders had no report to submit.

City Attorney Dickman reported on the following item:

- Placing a referendum on the November ballot

Commissioner Finnerty reported on the following items:

- Expressed appreciation to the Pinellas County Sheriff's Office (PCSO) for their assistance in eliminating the homeless population near the former Winn-Dixie property
- Senator Brandes cancelled his presentation scheduled for the July 24th meeting
- The fireworks display at Upham Beach

Commissioner Falkenstein reported on the following items:

- The fireworks display at Upham Beach
- 2nd Palm Point stormwater drain
- Spearfishing notice in the next newsletter

Commissioner Friszolowski reported on the following items:

- Parking along 37th Avenue
- Lighting regulations in regard to neighborhood intrusions and turtle regulations
- Speeding boaters and enforcement of wake laws north of the Bayway Bridge
- Boat citations over the last few years from the PCSO

Vice Mayor Pletcher reported on the following items:

- Bayway Bridge jumpers
- Circle K may close by the end of July
- Additional trash cans on 15th Avenue
- Vehicle accident on Pass-a-Grille Way that destroyed a Washingtonia palm tree
- The fireworks display at Upham Beach

Mayor Johnson reported on the following items:

- The Big C meeting discussion items including beach ideas, short-term rentals and beach re-nourishment

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:30 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization to enter into an agreement to extend our current 5 year lease for (2) 2013 “25 passenger” buses from Midwest Transit for 12 months at \$1,358 per month for both vehicles.

Date: July 24, 2018

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Recreation Department’s bus lease for (2) “25 passenger” buses with Midwest Transit expires August 31, 2018. We are interested in exploring purchasing the vehicles rather than lease to save funds in the future. By doing a one year extension, it allows for time to explore this option. This is a budget item.

Midwest Transit is who we currently lease the (2) 2013 “25 passenger” buses used in the Recreation Department. The buses are used for the after school program, summer camp and senior trips.

Funding: 001-6106-572-5441

Requested Motion: “I move to authorize to enter an agreement to extend our current 5 year lease for (2) 2013 25 passenger buses from Midwest Transit for 12 months at \$1,358.00 per month for both vehicles.”

Attachments: Agreement

**Reviewed by
City Manager:** WS



ORIGINAL FINANCE LEASE DOCUMENTS

- * Sign and fill out the **CONTRACT**. Please have signature notarized and/or provide a copy of authority to sign contracts.
- * Fill in Federal ID # and sign the 8038 IRS Form.
(Santander Bank will file once lease is funded and finalized.)
- * Sign and fill out the Insurance Company and Coverage Information
Please send a copy to your agent ASAP and return copy with docs.
Fill out all necessary documents included in this Packet.
Including all checked and marked items.
- * Please attach a copy of signed Board Minutes in which this finance arrangement was approved. The official minutes can be used or the board's attorney must sign and approve.

ENCLOSE the most recent copy of the last TWO years of the Audited Financial Statements. (REQUIRED)

Complete Audits/Reports

Please include 2016 & 2017

Please include the current years approved budget. *

Return completed set of documents and other required documents to:

Mr. Chris Lounsbury
Midwest Transit Equipment
146 West Issert Drive
Kankakee, IL 60901



Municipal Lease Program

Customer's Full LEGAL Name City of St Pete Beach

Addresses (Street and Mailing) 155 Corey Avenue

City, State, Zip Code St Pete Beach, FL 33706

Distributor Midwest Transit Equipment

Name of Administrator/Business Officer/Title Jennifer McMahon

Telephone/Fax 727-363-9274 Fax # _____

Number of units to be sold & type 2 2013 Ford Starcraft 25 pass

Initial Payment: \$1,358.00 PMT Annual Delivery Date: 9/15/2018 estimated

Year City was formed: _____

City's Current Bus Fleet: _____ Federal /Employee ID Number: _____

Fleet Replacement: XXXX or Addition to Fleet _____

Provide Basic Justification for Request: _____

Borrowing Reference: _____ Bank Relationship Reference: _____

Completed By: _____ Title: _____

Computations from Amortization Schedule: Quote Expires if not accepted within 30 days. Quote Date:
Acceptance by Santander Bank is subject to Credit review and approval by Santander Bank
at it's sole discretion.
Compound Period: *Annual* Please send current two years audited financial statements to the below address.

If you have any questions, Please feel free to call, or email:

Jeff Drawdy, VP Santander Bank
831 Whitfield Walk, Zebulon GA 30295
Phone 770-567-5514 Fax 770-567-5516

MUNICIPAL LEASE AGREEMENT

LESSOR:

Santander Leasing, LLC
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747 631-531-0610

LESSEE:

Name: City of St. Pete Beach, FL
Street: 155 Corey Avenue
City/State/Zip: St. Pete Beach, FL 33706
Responsible Official: _____
Phone: () _____

1. LEASE OF VEHICLES: LESSOR hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the school buses or other motor vehicles and equipment and accessories thereon (herein "Vehicles") on the terms and conditions provided in this Agreement and the schedule and additional schedules annexed hereto (each a "Schedule" and collectively, the "Schedules"). Each Schedule shall be a separately enforceable Lease, the terms and conditions of which shall be those set forth herein and on each Schedule (each a "Lease" and collectively, the "Leases").

2. COVENANTS: LESSEE represents, covenants and warrants that (a) It is a public body corporate and politic, (b) It is a "tax-exempt issuer" within the meaning of the Internal Revenue Code, (c) It is authorized by all applicable laws to make, and perform under, this Lease, (d) The Vehicles are essentially needed for its proper, efficient and economic operation, (e) At the time of making the Lease, sufficient funds were appropriated to fulfill the Lessee's obligations of the current fiscal year, (f) It will do all things lawfully within its power to obtain and maintain funds from which payments under this Lease may be made, including making provisions for such payments in each annual budget and using bona fide best efforts to have such portion of the budgets approved, and (g) LESSEE has not previously terminated a lease for non-appropriation.

3. TERM AND RENT: The Lease term shall commence as of the date that the Vehicles are delivered to LESSEE, or LESSEE's Agent (the "Commencement Date") and shall continue for the term shown on the attached Schedule relating thereto, unless Lessee notifies LESSOR that an Event of Non-appropriation (described below) has occurred or LESSEE exercises its option under Section 18. At the end of such term LESSEE shall acquire legal title to the Vehicles and terminate this Lease with respect thereto by paying to LESSOR all amounts then due and unpaid hereunder and the remaining principal balance with respect to such Vehicles as shown on the Schedule relating thereto. In lieu of such payment LESSOR hereby grants LESSEE the option to renew this Lease with respect to such Vehicles for the additional period as shown on the Schedule relating thereto, provided that the rate of interest applicable to such additional period shall be mutually agreed upon by LESSOR and LESSEE. LESSEE shall give written notice to LESSOR at least ninety (90) days prior to the end of the Lease term as to whether it will terminate this Lease and acquire the Vehicles or exercise its option to renew in accordance with this Section 3. LESSOR shall endeavor to give written notice to LESSEE at least sixty (60) days prior to the end of the Lease term if no such notice has been received from LESSEE. The rent under this Lease shall be payable in lawful money of the United States of America, from any and all legally available funds, and at the times and in the amounts as indicated on each attached Schedule. In lieu of cash, LESSOR will accept payment by check or wire transfer of immediately available funds only. Each payment will consist of a principal and interest component.

4. EVENT OF NON-APPROPRIATION: Lessee shall notify LESSOR promptly (and in no case later than thirty (30) days prior to the last day of its current fiscal year) if sufficient funds are not appropriated for the payments for the next fiscal period (an "Event of Non-appropriation"). If LESSEE terminates this Lease or an Event of Non-appropriation occurs, Lessee agrees, to the extent not prohibited or required by law, not to: (a) purchase, lease, rent, or otherwise acquire vehicles performing functions similar to those performed by the Vehicles, or (b) contract with another party to furnish services that the Vehicles had provided, for one (1) year after such termination or occurrence.

5. PAYMENTS UNCONDITIONAL: Lessee has examined, tested and accepted the vehicles covered by this lease and schedules, and subject only to an event of non-appropriation, lessee's obligation to pay rent and other payments hereunder shall be absolute and unconditional and not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever, regardless of loss, damage, destruction, malfunction or disrepair of the equipment, or dispute with the manufacturer or supplier of the vehicles or for any other reason.

6. DISCLAIMER OF WARRANTIES: LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE VEHICLES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE VEHICLES OR THEIR MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE VEHICLES WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE VEHICLES "AS-IS". LESSEE HAS SELECTED THE SUPPLIER OF THE VEHICLES AND ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, OR SERVICE THE VEHICLES. If the Vehicles are unsatisfactory for any reason, LESSEE shall make claim on account thereof solely against Supplier, and any of Suppliers vendors, and shall nevertheless pay LESSOR all rent payable under the Lease. LESSOR hereby assigns to LESSEE all of the rights which LESSOR may have against Supplier and Suppliers vendors for breach of warranty or other representations respecting the Vehicles. LESSEE understands and agrees that neither Supplier nor any agent of Supplier; is an agent of LESSOR or is authorized to waive or alter any term or condition of this Lease.

7. RISK OF LOSS: LESSEE shall bear all risks of loss of and damage to Vehicles from any cause; occurrence of such loss or damage shall not relieve LESSEE of any obligation hereunder. In the event of loss or damage, LESSEE, at its option, shall (a) replace the damaged Vehicle in good repair, condition and working order; or (b) replace lost or damaged Vehicles with like Vehicles in good repair, condition and working order, with documentation creating a lien or favor of LESSOR or its assignee; or (c) purchase the Vehicles for the casualty value as listed on the Schedule in the term sheets.

8. INSURANCE: LESSEE will purchase and maintain in force during the term of this Agreement, insurance policies in at least the amounts listed below covering the Vehicles between the time of delivery thereof to LESSEE and final disposition by LESSOR. Said insurance shall be written by an insurance company or companies acceptable to LESSOR, insuring LESSEE against any loss, damage, claims, suits, actions or liability, and by endorsement naming LESSOR as [an Additional] Named Insured and Loss Payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to LESSOR at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.

Type	Amount
Public Liability and Property Damage (Comprehensive)	\$5,000,000 Combined Single Limit (per occurrence) (\$5,000,000) for multi-passenger or I.C.C. Regulated Vehicles
Collision, Fire and Theft (ALL RISK)	Not less than replacement value

The above insurance shall also include the following, in amounts not less than the applicable minimum legal requirements: (a) uninsured/underinsured motorist coverage, and (b) no fault protection. LESSEE shall in addition provide general liability insurance covering LESSEE'S indemnification responsibilities hereunder. Prior to the date that any Vehicle is placed in service by LESSEE, LESSEE shall furnish LESSOR with a certificate of insurance or other evidence thereof acceptable to LESSOR. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to LESSOR and/or LESSEE as their interests may appear. LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other action necessary to pursue insurance claims and recover payments if LESSEE fails to do so. Any expense of LESSOR in adjusting or collecting insurance shall be borne by LESSEE. In the event a Vehicle is involved in any material accident, LESSEE shall immediately notify LESSOR and provide (a) a detailed report describing the accident, (b) copies of all reports provided to an insurance carrier or governmental agency, and (c) copies of any legal papers relating to the accident.

9. LESSEE'S OPERATION OF VEHICLES: LESSEE shall use the Vehicles primarily in the state of registration and only in the conduct of its traditional educational operations. LESSEE shall operate its Vehicles in a safe and lawful manner, and shall comply with all federal, state, county and municipal statutes, ordinances and regulations which may be applicable to the leasing, use or operation of the Vehicles. LESSEE shall, at its sole expense, maintain the Vehicles in good operating condition and repair. In addition, LESSEE shall prepare and furnish to LESSOR all documents, returns or forms legally required to be prepared by LESSEE. LESSEE shall be solely responsible for any fines or penalties assessed for violations of any statute, ordinance, by law or regulation of any duly constituted governmental authority, as a result of the use or operation of the Vehicles by any of LESSEE's employees, agents, sublessees or subcontractors, and indemnify LESSOR against any costs, fines or charges LESSOR is required to pay. LESSEE agrees to operate only those Vehicles which have adequate insurance coverage and to comply with all conditions of insurance related to the Vehicles, to maintain the Vehicles and all accessories and equipment thereof in safe and good mechanical condition and running order at all times during the term of this Agreement and to furnish all supplies, accessories, and other essentials required for the use or operation of the Vehicles. In no event will the Vehicles be used to transport any hazardous substances.

10. TITLE; REDELIVERY OF VEHICLES: Each Vehicle shall be titled in the name of the LESSOR c/o Lessee. If this Lease is terminated with respect to any Vehicles pursuant to Section 4 or Section 13 hereof, the LESSOR may repossess such Vehicles. If the LESSOR is entitled to repossess the Vehicles, the LESSEE shall permit the LESSOR or its agents to enter the premises where the Vehicles are located. In the event of any repossession, you shall execute and deliver such documents as reasonably required to restore possession of the Vehicles to the LESSOR, free of all liens and security interests incurred by the LESSEE. In the event of the exercise by LESSEE of its rights under Section 3 or Section 18 to acquire legal title with respect to any Vehicles, LESSOR shall transfer legal title to such Vehicles to LESSEE AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except such Vehicles shall be free of all liens and security interests incurred by LESSOR, and LESSOR shall execute and deliver such documents as LESSEE shall reasonably request with respect thereto.

11. NON-ASSIGNABILITY BY LESSEE: LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Lease or the Vehicles without the prior written consent of the LESSOR, except as otherwise provided in Section 18.

12. ASSIGNMENT BY LESSOR: This Lease, the Vehicles and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by LESSOR and its assignee, without affecting any obligations of LESSEE, and in such event LESSOR's transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against LESSOR. No assignee shall be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease.

13. DEFAULT: In the event of default by LESSEE, in the payment of any sums due under this Lease when due which continues uncured for thirty (30) days, or receivership, insolvency, or proceedings by or against LESSEE under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for fifteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (a) to declare all sums due and to become due hereunder, during the LESSEE's current fiscal period, immediately due and payable, without notice or demand to LESSEE; (b) to sue for and recover all payments then accrued or thereafter accruing with respect to the Vehicles; (c) to take possession of the Vehicles without demand or notice wherever it may be located, with or without legal process, and retain it free from any claims of LESSEE whatsoever; (d) to terminate this Lease; or (e) to pursue any other remedy at law or in equity. If LESSOR sells or re-leases any of the repossessed Vehicles, the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorneys' fees, shall be applied to the total amount due by LESSEE under this Lease and related Schedule and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. LESSEE shall pay all costs and legal expenses incurred by LESSOR in collecting, or attempting to collect, any sums due hereunder or in securing possession of the Vehicles. LESSEE consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of New York with respect to any dispute arising out of the Lease.

14. FEDERAL, STATE AND LOCAL TAXES: In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including *ad valorem* taxation, penalties, interest, recording and registration fees, if any) levied or assessed: upon the ownership, use or operation of the Vehicles and the payments due hereunder. LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the exemption from Federal income tax of the interest portion of payments made by LESSEE hereunder. Accordingly, LESSEE agrees that its failure to comply with those requirements shall constitute a Default hereunder. LESSEE certifies that it reasonably anticipates that not more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(D) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, (the "Code")) will be issued by it and subordinate entities during the calendar year in which the Lease begins. Further, LESSEE will, by resolution, designate the Lease as comprising a portion of the \$10,000,000 in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265(b)(3)(D) of the Code allowing for an exemption to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations. If for any reason the payments due hereunder are not exempt from federal taxes, then LESSEE shall pay LESSOR such amounts as will permit LESSOR to realize the same after tax income as if such payments were so exempt, together with all costs, liabilities, damages, expenses, taxes and penalties (including Federal income tax penalties and interest) incurred as a consequence thereof, which LESSEE agrees to pay upon written demand therefor.

15. ADMINISTRATIVE SUPPORT: LESSEE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to establish, perfect or maintain the legality and/or tax-exempt status of this Lease, or to execute documents needed for LESSOR's financing. LESSEE promises to promptly make such filings or to render such assistance as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnify and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCC-1 financing statements without LESSEE'S signature, and to fill in dates and other obvious minor corrections on this Lease.

16. SEVERABILITY: Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Lease.

17. INDEMNIFICATION: The LESSEE agrees to indemnify the LESSOR and its officers, agents, employees, servicers, successors and assignees against any and all loss, damage, injury, claims, fees, fines, penalties, and expenses (including legal fees) of every kind that relate to the use, operation, ownership, possession, or condition of the Vehicles.

18. EXERCISE OF OPTION: In the event LESSOR exercises its option under Section 3 to renew this Lease, during the term of such renewal LESSEE shall have the right to acquire legal title to any Vehicles and terminate this Lease with respect thereto: (i) on any payment date by paying to LESSOR on such date all amounts then due and unpaid hereunder and the principal portion of all future rental payments due with respect thereto, provided that LESSEE gives to LESSOR sixty days written notice of its intent to exercise such option; or (ii) on the last payment date with respect to any Vehicle by paying all amounts then due hereunder with respect to such Vehicle and the amount of \$1.00, which option shall be deemed exercised unless LESSEE gives to LESSOR sixty days written notice to the contrary. LESSOR hereby consents to the exercise of the purchase option and the termination of this Lease with respect to any Vehicles, on any date prior to the renewal hereof pursuant to Section 3 and upon sixty days written notice from LESSEE, at a price of all unpaid principal with respect to such Vehicles and interest thereon accrued and unpaid to the date of exercise of such option, provided that such Vehicles are immediately assigned by LESSEE to Midwest Transit Equipment.

19. FINANCIAL INFORMATION: LESSEE shall provide LESSOR with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other information relating to the ability of LESSEE to continue this Agreement within 180 days after the end of each fiscal year of LESSEE and at the request of LESSOR.

20. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Vehicles, and there are no representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Lease. No modification or amendment hereof shall be binding upon the LESSOR unless made in writing and executed on behalf of LESSOR by its duly authorized officer or agent.

Board Minutes of Lessor approving this transaction on (date) _____ are attached and included with these documents.

LESSOR: Santander Leasing, LLC

LESSEE: City of St. Pete Beach, FL

Signature: _____

Signature: _____ ✓

Print Name: _____ ✓

Title: _____ ✓

Date: _____ ✓

Print Name: _____

Title: _____

Date of this Lease: _____

Please Have Notary sign and stamp below, or use school seal stamp.

"Signed and sworn before me this _____ day of _____".

OPINION OF LESSEE'S COUNSEL IN LIEU OF BOARD CERTIFICATION

- As Counsel for aforementioned LESSEE, it is my opinion that:
- (a) LESSEE is a political subdivision of the State, duly organized, existing and operating under the constitution and laws of the State.
 - (b) The Lease has been duly authorized and has been executed by an authorized representative.
 - (c) The Lease creates a legal, valid and binding obligation of the LESSEE and that such Lease is enforceable in accordance with its terms.
 - (d) The equipment covered by the Lease is not being used for other than a public purpose.

COUNSEL FOR LESSEE:

Print Name: _____

Firm Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Santander Leasing LLC Lease Agreement Terms Sheet

Lessor: Santander Leasing, LLC
3 Huntington Quadrangle
Suite 101N
Melville, NY 11747-4616

Lessee: City of St Pete Beach
155 Corey Avenue
St Pete Beach, FL 33706

Equipment Description / Quantity

1

2013 IC/BE 35 passenger

Signed by: _____

*** I authorize this set of termsheets to be added to our attached contract**

**Schedule
of Terms**

PMT #	Payment Date	Payment amount	Implied Interest
1	9/15/2018	1,358.00	0.00
2	10/15/2018	1,358.00	114.32
3	11/15/2018	1,358.00	110.64
4	12/15/2018	1,358.00	106.95
5	1/15/2019	1,358.00	103.25
6	2/15/2019	1,358.00	99.53
7	3/15/2019	1,358.00	95.81
8	4/15/2019	1,358.00	92.08
9	5/15/2019	1,358.00	88.33
10	6/15/2019	1,358.00	84.58
11	7/15/2019	1,358.00	80.81
12	8/15/2019	1,358.00	77.03
13	9/15/2019	1,398.00	73.24
14	10/15/2019	1,398.00	69.32

PMT #	Payment Date	Payment amount	Implied Interest
15	11/15/2019	1,398.00	65.39
16	12/15/2019	1,398.00	61.45
17	1/15/2020	1,398.00	57.49
18	2/15/2020	1,398.00	53.53
19	3/15/2020	1,398.00	49.55
20	4/15/2020	1,398.00	45.56
21	5/15/2020	1,398.00	41.56
22	6/15/2020	1,398.00	37.55
23	7/15/2020	1,398.00	33.52
24	8/15/2020	1,398.00	29.49
25	9/15/2020	2,978.00	25.44
26	9/15/2021	2,978.00	203.74
27	9/15/2022	2,978.00	105.84

INSURANCE COMPANY AND COVERAGE INFORMATION SHEET

Please insert VIN(s)# and send to your Insurance Agent Immediately!!!!

Agency should fax completed Certificate of Insurance to - **888-853-0484**

TO: Santander Leasing, LLC
3 Huntington Quadrangle
Suite 101N
Melville, NY 11747-4616

From: City of St Pete Beach
155 Corey Avenue
St Pete Beach, FL 33706

INSURANCE: COMPANY AND COVERAGE

Company _____ ✓
Address _____ ✓
City/ST/Zip _____ ✓
Agent _____ ✓
Phone Number _____ ✓ Fax Number _____ ✓

In Agreement with the Types and Amounts listed in the Insurance Section of Santanders Lease Agreement, paragraph 8, the Insurance Company / Agent listed above, has been asked to issue a Certificate of Insurance naming Santander Bank as Loss Payee and additional insured, with full correct VIN # listed on COI.

<u>Type</u>	<u>Amount</u>
Public Liability and Property Damage(Comprehensive)	\$1,000,000.00 Combined Single Limit (per occurrence)
Collision, Fire and Theft (All Risk)	Not less than replacement Value
Combined Minimum for Collision, Fire and Theft(Risk)	\$ 72,681.00

Lessee: City of St Pete Beach

Responsible Official: _____ ✓

Title: _____ ✓

VIN # _____

3 Huntington Quad suite 101 N
Melville, NY 11747
800.238-4009 Fax 631-531-0677

DATE: 04/30/18

155 Corey Avenue
St Pete Beach, FL 33706
Attn: Jennifer McMahon

3 Huntington Quad, Suite 101N
Melville, NY 11747
Att: Donna Quilty

TOTAL DUE	\$1,358.00
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Make all checks payable to Santander Bank.
If you have any questions concerning this invoice, call: Jeff Drawdy @ 770-567-5514

THANK YOU FOR YOUR BUSINESS!

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

Issue Considered: Authorization to apply for the Hazard Mitigation Grant Program via the Florida Division of Emergency Management.

Date: July 24, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Staff is requesting authorization to apply for grant funding from the Florida Division of Emergency Management. The Hazard Mitigation Grant Program includes available funds following the Presidential Disaster Declaration for Hurricane Irma. Eligible projects include those which are designed to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

The City's application includes funding requests for a generator to be located at Fire Station 22 and stormwater improvements on Boca Ciega Isle Drive. The latter project is included in the current budget in the amount of \$350,000; award of the grant package would simply reimburse \$262,500 of the City's costs. The generator project is not currently budgeted; however, the grant package would fund \$112,500 of the estimated \$150,000 acquisition cost. If both projects are awarded, the net effect on the FY 2018 budget would be a gain of \$225,000.

Requested Motion: "I move to approve to apply for the Hazard Mitigation Grant Program via the Florida Division of Emergency Management."

Attachment: N/A

**Reviewed by the
City Manager:**

WS

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

Issue Considered: Approve Change Order #9 to the purchase agreement with Gibbs & Register, Inc., for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$27,380.11.

Date: July 24, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Change Order #9 includes the removal of an unforeseen brick roadway that was discovered underneath the top layers of asphalt pavement on the project. There was no indication prior to construction that these sections of brick roadways were present within the project limits, and were not accounted for on the contractor's bid.

Also included in Change Order #9 is the removal of a buried section of historic seawall that was discovered in the middle of the roadway, which was in direct conflict with Stormwater infrastructure installation. The contractor was required to remove this concrete wall in order to perform the contract work.

The brick removal portion of Change Order #9 is categorized as an increase in Roadway cost, while the buried seawall removal is categorized as an increase in Stormwater cost.

Funding: CIP-Pass-A-Grille Way Reconstruction Project
(301-8000-590-5650)

Requested Motion: "I move to approve Change Order #9 to the purchase agreement with Gibbs & Register, Inc., for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$27,380.11."

Attachment: Change Order #9

**Reviewed by the
City Manager:**

WS



CHANGE ORDER NO. 09

PROJECT IDENTIFICATION:

Project Name: Pass A Grille Way from 1st Ave to 19th Ave – Paving and Drainage Improvements – Phase II

CONTRACTOR: Gibbs and Register, Inc.

CONTRACT: The Agreement dated 11/05/2017 between CONTRACTOR and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

- 1. Additional scope of work for: Brick Removal from 1/17/2018 through 5/31/2018 and Demolition of Old Seawall from 4/17/2018 through 5/31/2018; Seven (7) additional days – The changes shall be made as described in G&R's price proposals COR 14 & COR 15. Seven (7) additional contract days. **\$27,380.11***

<i>Total Addition to Contract Sum</i>	<i>\$27,380.11</i>
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Contract Sum with prior approved Change Orders was:	\$8,962,648.91
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The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of:	\$27,380.11
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The new Contract Sum, including this Change Order, will be	\$8,990,029.02
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The Contract Time will be changed as follows:	+ 7 days
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Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of Seven (7) calendar days to the Contract Time.

CHANGE ORDER NO. 09

OWNER/CITY:

CONTRACTOR:

By: _____

By:  _____

Name: Brett Warner

Name: MARK BATEMAN

By: _____

Title: CFO

Name: Mike Clarke

Date: 7/6/18

By: _____

Name: Vincent Tenaglia

By: _____

Name: Wayne Saunders

Date: _____

SUMMARY

CHANGE ORDER REQUEST # 14 - Unforeseen brick removal encountered under the roadway

The change order proposal covers labor, equipment, material and subcontractor charges for additional scope of work related to unforeseen brick encountered under the roadway.

DATE	AMOUNT
Labor & Equipment	
1/17/2018	\$1,004.85
1/18/2018	\$1,004.85
1/23/2018	\$1,670.04
1/24/2018	\$967.42
4/13/2018	\$278.85
4/25/2018	\$749.01
5/23/2018	\$2,557.13
Haul & Dump Fee	\$9,642.03
4/10/18-5/11/18	
SUBTOTAL	\$ 17,874.19

Total Contract Days Requested: 4 days

SUMMARY

CHANGE ORDER #15 - Unforeseen Old Seawall encountered under the roadway

The change order proposal covers labor, equipment, material and subcontractor charges for additional scope of work related to demolishing and hauling off seawall encountered under the roadway

<i>Labor & Equipment</i>	
DATE	AMOUNT
4/17/2018	\$320.42
4/24/2018	\$601.50
4/25/2018	\$919.87
5/1/2018	\$224.73
5/3/2018	\$636.72
5/7/2018	\$1,330.01
5/7/2018(2)	\$1,207.42
5/8/2018	\$939.62
5/9/2018	\$1,009.35
5/23/2018	\$2,316.28
SUBTOTAL	\$ 9,505.92

Additional Contract Days Requested	3
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**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request Authorization on the Demolition of structures at 627 78th Avenue, St. Pete Beach, FL 33706.

Date: July 24, 2018

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: Due to large code enforcement liens and the failure of Mr. Birmingham to bring the property, located at 627 78th Avenue, into compliance after several years of code violations, the City filed a foreclosure action in Pinellas County to foreclose its liens on the property. On February 23, 2018 the City obtained a Final Judgment of Foreclosure on the property in the amount of \$520,098.13. A foreclosure sale was held on June 5, 2018 and the City Commission instructed that the minimum amount acceptable to satisfy the liens was \$300,000.00. At the foreclosure sale, the property was obtained by the City for \$180,100.00 as there were no bids made by third parties higher than this amount. On June 19, 2018 the City received a certificate of title to the property. The property has a vacant single-family home and detached garage that are in poor condition, and demolition may be warranted.

Requested Motion: I move to authorize demolition of the structures on the property located at 627 78th Avenue, St. Pete Beach, FL 33706.

Attachments: Certificate of Title

**Reviewed by the
City Manager:** WS

CIRCUIT/COUNTY COURT
PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

UCN: 522017CA005529XXCICI

REF: 309893695

Doc Stamps Assessed \$1,260.70
PAID

CITY OF ST PETE BEACH
Plaintiff

VS.

BIRMINGHAM, JAMES A
Defendant

CERTIFICATE OF TITLE

The undersigned Clerk of the Circuit Court certifies that he executed and filed a Certificate of Sale in this action on June 05, 2018, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Pinellas County, Florida:

Lot 3, Block 79, North Unit NO: 1, According to the Plat thereof, as recorded in Plat Book 21,
Page 27 of the Public Records of Pinellas County, Florida.
Property Address: 627 78th Avenue, St. Pete Beach, Florida 33706.

was sold to: CITY OF ST PETE BEACH, A FLORIDA MUNICIPAL CORPORATION
whose address is
C/O DICKMAN LAW FIRM City Clerk 155 Corey Avenue
St. Pete Beach, FL 33706

WITNESS my hand and the seal of this court on June 19, 2018.




KEN BURKE, CPA
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

Issue Considered: Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2018 through September 30, 2019 in the amount of \$2,373,144.

Date: July 24, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Staff is requesting authorization to accept the Pinellas County Sheriff's Office proposal for fiscal year (FY) 2019 law enforcement services. The FY 2019 proposal represents a 3.01% increase over FY 2018. The proposal is consistent with the FY 2019 budget and staff recommends approval.

Funding: The FY 2019 proposed budget includes \$2,373,144 for this request.

Requested Motion: "I move to authorize the City Manager to execute the interlocal agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2018 through September 30, 2019 in the amount of \$2,373,144."

Attachment: Interlocal Agreement

Reviewed by the City Manager: WS

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

WITNESSETH:

WHEREAS, the PARTIES enter into this AGREEMENT pursuant to the provisions of Sections 163.01, et seq., the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida, and wishes to provide municipal law enforcement services for that area of land within its municipal boundaries; and

WHEREAS, the CITY is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the CITY desires to retain its ability to determine whether law enforcement services shall be provided by a City police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement within the CITY be transferred to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. **PURPOSE:** The purpose of this Agreement is to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office. The parties agree that the CITY'S determination to provide law enforcement services by transfer of its law enforcement function to the SHERIFF is an exercise of the legislative planning function of the CITY and that at no time will the CITY exercise any specific operational control over the activities of any of the employees of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of the Agreement.

3. **POWER OF THE CITY TO DIRECT SERVICES:** The SHERIFF shall confer with the Mayor and the City Commission and/or City Manager regarding law enforcement problems within the CITY and shall accept from the City Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law enforcement problems within the CITY. The SHERIFF shall comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the City Manager, Mayor and the City Commission, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

4. **NO PLEDGE OF AD VALOREM TAXES:** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF does not have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement, and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the CITY to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

5. INDEPENDENT CONTRACTOR: The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor, provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn deputies.

6. SOVEREIGN IMMUNITY: The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

7. INDEMNIFICATION OF THE CITY: The SHERIFF will defend and pay any litigation or judgment against the CITY, its agents or employees, arising out of the acts or omissions of the SHERIFF, his deputy sheriffs, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28 as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

8. TRANSITION/LIABILITY: The CITY is responsible for all liability, including but not limited to liability in both tort and workers' compensation, which arose out of acts or omissions of its employees which occurred prior to the January 6, 2013, transfer of the law enforcement function to the SHERIFF effective at 7:00 a.m. This includes pending lawsuits, administrative proceedings, and claims, as well as those filed after the transfer of the law enforcement function to the SHERIFF, provided that such lawsuits, claims, or administrative proceedings arose out of such acts or omissions which occurred prior to such transfer of the law enforcement function to the SHERIFF.

9. SERVICE LEVEL: The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing personnel as more particularly described in Attachment 1, attached hereto and incorporated herein by reference. The services to be provided by the Sheriff under the terms of this Agreement include but are not limited to routine patrol, marine patrol on the intracoastal and beach waterways, and periodic beach patrol. This service also includes two (2) deputy positions titled as Community Policing Deputy to provide community-oriented policing, with one of these deputies focusing in particular upon beach and neighborhood patrol. The above said services will be provided as directed by the Patrol Bureau Commander or his designee in conjunction and after consultation with the City Manager. Additional deputies can be added at any time by mutual agreement, and the City may

choose to utilize secondary employment deputies to supplement the personnel provided in Attachment 1 as special circumstances or situations might temporarily warrant. Said use of secondary employment deputies shall be in accordance with Sheriff's Office policy and procedures, with the charges per hour provided in Attachment 2.

In addition to the law enforcement services detailed above, the SHERIFF also agrees to provide two school crossing guards. The hours of service of the school crossing guards shall be determined by the SHERIFF based on the hours of operation of the school served.

10. PROVISION OF SERVICE: The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, as determined by the SHERIFF.

11. OFFICE SPACE: The CITY, at no cost to the SHERIFF, will provide the SHERIFF office space in the CITY, the location and size of which is to be mutually agreed upon, for the purpose of allowing deputy sheriffs, particularly the detective assigned to the CITY, to carry out his or her law enforcement responsibilities, including meeting with citizens.

12. PERSONNEL: The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all of his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office.

13. PERSONNEL TRANSITION: Pursuant to Section 121.081(1), Florida Statutes, each former CITY employee who became employed by the SHERIFF pursuant to the Agreement dated November 13, 2012, had the choice to remain in the appropriate CITY-sponsored retirement plan or become a member of the Florida Retirement System (FRS). All former CITY employees electing to participate in FRS are bound to all statutory and administrative procedures regulating FRS. All former CITY employees electing to remain with the CITY pension plan are subject to the terms of the CITY plan, except that all employer pension contributions shall be made by the SHERIFF on behalf of the employee, not to exceed the total employer contribution as required by FRS. In the event the required employer contribution to the CITY pension plan exceeds the FRS employer contribution, the CITY is responsible for the additional contribution.

14. ENFORCEMENT OF LAWS: The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the

CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

15. **FINES AND FORFEITURES:** All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

16. **RECORDS:** The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month. Additionally, the SHERIFF shall maintain an electronic dispatch log with respect to calls for assistance. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

17. **LIAISON:** A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The City Manager, Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or other information to the City Manager and City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

18. **CONTRACT COSTS:** The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of TWO MILLION THREE HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS AND NO CENTS (\$2,373,144.00). Payment shall be made in twelve monthly installments of ONE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS AND NO CENTS (\$197,762.00). Payment shall be made on the first day of each month beginning on October 1, 2018, and each month thereafter. (See Attachment 1.)

19. NOTICE: Notice as required to be given hereunder shall be given to the following persons:

- A. Sheriff, Pinellas County, Florida: Bob Gualtieri, P.O. Drawer 2500, Largo, FL 33779-2500.
- B. City of St. Pete Beach: City Manager, 155 Corey Avenue, St. Pete Beach, FL 33706.

20. TERM. This Agreement shall take effect October 1, 2018, and continue in effect thereafter through September 30, 2019, unless hereafter extended upon such terms and conditions as the parties hereto may later agree in writing.

21. TERMINATION. Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice to the other party given not less than ninety (90) days prior to the requested termination date. The required notice is deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2019, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2019, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

22. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages against the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

23. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting, and which consent may be withheld within the sole discretion of the CITY.

24. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by the parties hereto and with the same formality of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2018.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM

City Attorney

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

Attachment 1

City of St. Pete Beach
Cost of Law Enforcement Services
Worksheet - FY 19

A.	Cost per Deputy				\$	93,875.00						
B.	Deputies by Post											
	Number		Relief Factor		Deputy							
	10	x	1.2	x	\$	93,875.00				\$	1,126,500.00	
C.	Deputies ~ Special Enforcement (CPD)											
	Number		Relief Factor		Deputy							
	2	x	1	x	\$	93,875.00				Community Policing Dep/Law Enf	\$	187,750.00
D.	Sergeants											
	Number		Relief Factor		Sergeant							
	4	x	1.2	x	\$	122,705.00					\$	588,984.00
E.	Additional Support Positions											
	Number		Factor		Salary	Position						
	1	x	1	x	\$	93,875.00		Detective	\$	93,875.00		
	1	x	1	x	\$	68,111.00		Public Safety Telecomm	\$	68,111.00		
	2	x	1	x	\$	8,259.00		School Crossing Guard	\$	16,518.00	\$	178,504.00
F.	Vehicle Cost											
	Number		# Miles		\$ per mile	Days per Yr						
	1	x	360	x	0.7803	x	365	patrol deputy	\$	102,531.00		
	1	x	60	x	0.7803	x	365	sergeant	\$	17,089.00		
	2	x	20	x	0.7803	x	260	Community Policing Dep/Law E	\$	8,115.00		
	1	x	20	x	0.7803	x	260	detective	\$	4,058.00	\$	131,793.00
G.	Supervision											
	Number supv'd		Factor		Cost	Position						
	4	x	4.600%	x	\$	140,360.00		Lieutenant	\$	25,826.00		
	1	/	8.00	x	\$	122,705.00		Det Sgt	\$	15,338.00		
	1	/	7.00	x	\$	94,323.00		Comm Ctr Supv	\$	13,475.00		
	2	/	12.0	x	\$	19,131.00		SCG Supv	\$	3,189.00	\$	57,828.00
H.	Equipment											
	Number		Positions		Equip Cost							
	17	/	1285	x	\$	995,077.00				\$	13,164.00	
I.	Allocated Indirect Cost (AIC)											
	Number		Positions		AIC~CD							
	17	/	1285	x	\$	6,698,848.00				\$	88,623.00	
J.	Supervision, Equipment and AIC subtotal											
										\$	159,615.00	
K.	TOTAL											
								Yearly	\$	2,373,146.00		
								Rounding	\$	(2.00)		
								Contract Amount	\$	2,373,144.00		
								12 monthly payments	\$	197,762.00		
Increase/decrease from prior year-percentage					\$	2,373,144.00		/	\$	2,303,888.00		3.01%
Increase/decrease from prior year-amount									\$	69,256.00		

transitioned from 8 to 12 hr shifts eff 2/1/17

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

Issue Considered: Request approval of the unit price bid from Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY18 budget.

Date: July 24, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City received sealed bids with unit prices including sidewalk, concrete apron and curb replacement on June 29, 2018. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost.

After a review of the bid packages submitted and the resultant bid tabulation, Caveman Concrete, LLC was determined to be the lowest qualified bidder.

Funding: Streets Maintenance – R&M Other
001-6103-541-5469

Requested Motion: “I move to approve the unit price bid from Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY18 budget.”

Attachment: Services Agreement
Bid from Caveman Concrete, LLC
Bid Tabulation

**Reviewed by the
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Concrete, Brick and Mortar Repair & Replacement

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Caveman Concrete, LLC (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "Parties."

WHEREAS, the City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "A", and the City Commission authorized the selection of Contractor at its July 24, 2018 public hearing; and

WHEREAS, City desires to purchase from Contractor the services described in this Agreement; and

WHEREAS, Contractor is in the business of providing the 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 Contractor.

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. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "C".
4. Contractor shall provide the services, described herein no later than September 30, 2018 ("completion date").
5. 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 4

herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Contractor's full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit "C."

7. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

8. Contractor agrees to permit any representative(s) of the City, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the City's personnel, to conduct such inspections and tests as it may require.

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

10. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor'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. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor'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. Contractor 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 Contractor 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 Contractor, Contractor'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, Contractor 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. Contractor 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 held in a court of competent jurisdiction located in Pinellas County, Florida.

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

- a. Request for Bid (Exhibit "A")
- b. Florida public records law (Exhibit "B")
- c. Contractor proposal (Exhibit "C")

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

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

David Will
Caveman Concrete, LLC
16049 Redington Drive
Redington Beach, FL 33708

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. Neither party to this Agreement shall be responsible for any delays or failure to perform any provisions of this Agreement if such delay or failure is caused by reason of force majeure. The term "force majeure" as used herein shall mean, but shall not be restricted to, acts of God or of the public enemy, insurrection, riots, strikes, epidemics, quarantine restrictions, embargoes, acts of government authorities, fires, floods and severe weather. This provision does not automatically entitle the contractor or vendor to any cost increase change orders related to costs of materials. All change orders will be reviewed on a case-by-case basis.

21. 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.

22. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

Caveman Concrete, LLC

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”

[Place City’s Request for Bids behind this page]

EXHIBIT “B”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —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) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “C”

[Place Contractor’s Bid Proposal behind this page]



2018 Request for Bid

Concrete, Brick, and Mortar Repair & Replacement

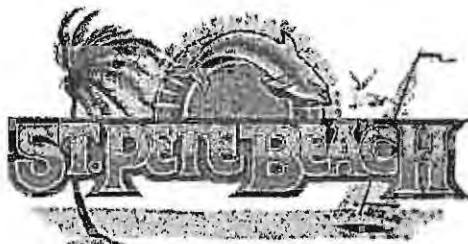
City of St. Pete Beach

29 June 2018

David Will
Caveman Concrete, LLC. | License No. 10222
16049 Redington Drive | Redington Beach, FL | 33708
(727) 459-9710 | cavemanconcrete1@gmail.com

Section I: Addendum 1	1
Section II: Contractor's Bid Submittal & Bid Schedule.....	2
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Section I: Addendum 1



THE SUNSET CAPITAL OF FLORIDA
155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 1

Concrete, Brick and Mortar Repair

Issued May 29, 2018

The deadline for bid submission is changed to June 29th, 2018 at 11:00 AM. Bids received by this deadline will be immediately opened publicly in the Commission Chamber at City Hall.

Acknowledge receipt of this addendum by initialing and including this page with the bid submittal.

Initial

Section II: Contractor's Bid Submittal & Bid Schedule

I. CONTRACTOR'S BID SUBMITTAL

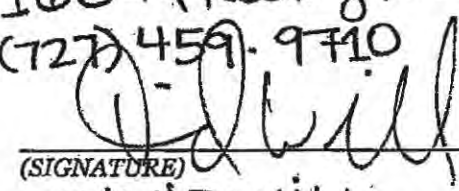
The company that is submitting a bid declares that it has extensive experience in concrete and masonry installation and repair.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for **"Concrete, Brick and Mortar Repair & Replacement"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"Concrete, Brick and Mortar Repair & Replacement"**.

COMPANY: **CAVEMAN CONCRETE**
DATE: **6.25.2018**
ADDRESS: **16049 Redington Drive Redington Beach FL 33708**
PHONE: **(727) 459-9710**
BIDDER: 
(SIGNATURE)
NAME: **DAVID WILL**
(PRINT NAME & TITLE)

SUBMIT BID ITEMIZATION WITH PROPOSAL TO:

OFFICE OF THE CITY CLERK
CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH, FLORIDA 33706

BID SCHEDULE - UNIT PRICES

4" Sidewalk Replacement	\$ <u>6.50</u> /SQFT
6" Sidewalk Replacement	\$ <u>7</u> /SQFT
Concrete Pavement - 6"	\$ <u>7</u> /SQFT
Stamped Sidewalk - 4"	\$ <u>8</u> /SQFT
Stamped Sidewalk - 6"	\$ <u>8.50</u> /SQFT
Salt Finish Sidewalk - 4"	\$ <u>8</u> /SQFT
Install Brick Pavers	\$ <u>7</u> /SQYD
Concrete Apron - 6"	\$ <u>7</u> /SQFT
Miami Curb	\$ <u>32</u> /LNFT
Intersection Valley Curb	\$ <u>36</u> /LNFT
D Curb	\$ <u>32</u> /LNFT
F Curb	\$ <u>32</u> /LNFT
Header Curb	\$ <u>32</u> /LNFT
ADA Sidewalk/Curb Ramp w/ Truncated Dome - 4' Sidewalk	\$ <u>2000</u> /EA
ADA Sidewalk/Curb Ramp w/ Truncated Dome - 6' Sidewalk	\$ <u>2200</u> /EA
Concrete Patch/Pad - 3,500 PSI	\$ <u>72</u> /SQYD
Concrete Patch/Pad - 5,000 PSI	\$ <u>90</u> /SQYD
Sod Replacement - Bahia:	\$ <u>.60</u> /SQFT
Sod Replacement - St. Augustine:	\$ <u>1</u> /SQFT
Add Rebar Reinforcing to Curb	\$ <u>2</u> /LNFT
Add Fiber Reinforcing to Concrete	\$ <u>10</u> /CUYD
Use of Georgia Buggy	\$ <u>20</u> /HR
Use of Line Pump	\$ <u>100</u> /HR
Import, Place, and Compact Clean Fill	\$ <u>100</u> /CUYD
FDOT Rail - FDOT Index 870 - 2 line rail	\$ <u>52</u> /LNFT
FDOT Rail - FDOT Index 862 - Picket Infill	\$ <u>80</u> /LNFT
Storm Water Inlet Top - 4' x 4' x 4"	\$ <u>1500</u> /EA
Dump Truck - Additional Hauling	\$ <u>150</u> /HR

*Note: Unit price for Brick Paver Install does not include material cost. The City shall direct purchase pavers.

Section III: References & Qualifications

References & Qualifications

Professional References

Randy Shane, Superintendent
Asphalt Paving Systems | asphaltpavingsystems.com
(813) 892-0056 | Rd.shane@hotmail.com

Chris Wiggins, Owner
Paul Davis Restoration | pinellas.pauldavis.com
(727) 639-9280 | stpe@pdr-usa.net

Don Reynolds, Owner
Hodge Management | hodgemanagement.com
(813) 507-0507 | HodgeLLC@hodgemanagement.com

Governmental Agencies

Dean Scharmen, Public Services Director
City of Indian Rocks Beach | Public Works
(727) 595-6889 | Dscharmen@irbcity.com

Gordon Wolfe, Crew Leader
City of Dunedin | Parks and Recreation
(727) 415-7957 | GWolfe@dunedinfl.net

***** Performed work for the City of Tampa in 2014-2015 as a subcontractor under Asphalt Paving Systems and Mas Tech*****

***** Performed work for the City of Safety Harbor in 2016-2017 as a subcontractor under Gator Paving*****

References & Qualifications

Company History

Caveman Concrete, LLC has been an accomplished masonry contracting firm for more than 15 years. To date, we have been contracted in Pinellas, Hillsborough, and Pasco counties. As a firm, we predominantly focus on concrete flat work, block, and stucco.

The owner of our firm, David Will, is currently Vice-Mayor of the City of Redington Beach and has been a member of the Board of Commissioners for eight years, or five terms. In his capacity on the commission, David's specific role is Building Commissioner which oversees variance applications, building permits, and city code. He also manages the activity of the Board of Adjustments, the board that is responsible for the approval of new construction inside the city.

To date, Caveman Concrete's work has encompassed sidewalks, driveways, footings, slabs, room additions, and construction of block homes. Depending on the size and scope, our individual project capacities have been billed at an upwards of \$400,000.

The detailed scope of work and specifications listed within the City of St. Pete Beach's bid for Concrete, Brick, and Mortar Repair is our firm's expertise. Our staff is more than equipped to complete the specified work and has more than 50 years combined experience with similar projects.

Statement of Assurance

Caveman Concrete is not presently in violations of any statutes or regulatory rules that might have an impact on our operation.

Bonding Capacity and History of Claims

Caveman Concrete has an overall bonding capacity of \$500,000.

To date, Caveman Concrete has not had any history of any claims against our bond. Over the years, we have submitted "quality of work" guarantees to clients but have yet to process any claims against our work.

Section IV: Contractor's License

C-10222

*Will, David
16049 Redington Drive
Redington Beach, FL 33708*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

COMPETENCY CARD

**THIS CERTIFIES THAT David Will
DBA Caveman Concrete LLC**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-10222**

AND IS DULY CERTIFIED AS A(N)

Flatwork Masonry Spec Contr

**IN GOOD STANDING UNTIL September 30, 2018
DATE OF ISSUANCE 02/12/2018**

*** Please cut out license along lines**

Section V: Certificate of Insurance

1. Commercial General Liability
2. Automobile Liability
3. Worker's Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scarr Insurance Group 8200 113th Street N Suite 202 Seminole FL 33772	CONTACT NAME: Dotte Booth, CIC PHONE (A/C, No, Ext): (800) 289-5055 E-MAIL ADDRESS: dbooth@scarrinsurance.com FAX (A/C, No): (727) 382-0497
INSURED Caveman Concrete LLC 16049 Redington Drive Redington Beach FL 33708	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18/19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BLS(19)56603305	03/17/2018	03/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER-STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

SUBJECT TO POLICY TERMS, CONDITIONS & EXCLUSIONS

CERTIFICATE HOLDER

CANCELLATION

City of St Pete Beach 155 Corey Ave St Pete Beach FL 33708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BAY AREA INSURANCE, LLC 11125 PARK BLVD STE 111A		CONTACT NAME: Sandra Tatro PHONE (A/C No. Ext.): (727) 803-6920 FAX (A/C No.): E-MAIL ADDRESS: angelebayareains@gmail.com	
Semipole FL 33772		INSURER(S) AFFORDING COVERAGE	
INSURED DAVID WILL CAVEMAN CONCRETE 18049 REDINGTON DR REDINGTON BEACH FL 33708-1662		INSURER A: NATIONAL GEN'INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23728	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		2003047008	03/06/2018	03/06/2019	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION ☐					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	VEH COLLISION VEH COMPREHENSIVE		2003047008	03/06/2018	03/06/2019	\$500 DED \$500 DED

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

2007 CHEV SILVERADO K3500 TRUCK VIN#1GCHK33687F508528

CERTIFICATE HOLDER**CANCELLATION**CITY OF ST PETE BEACH
155 COREY AVENUE
ST PETE BEACH, FL 33706

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

06/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc	
	PHONE (A/C, NO. EXT): 877-266-6850 FAX (A/C, No): 585-389-7426	
	E-MAIL ADDRESS: Certs@paychex.com	
INSURED CAVEMAN CONCRETE LLC 16049 REDDINGTON DR. REDDINGTON BEACH, FL 33708	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NorGUARD Insurance Company	31470
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP/ AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LAB ☐ OCCUR ☐ EXCESS LAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CAWC922496	03/06/2018	03/06/2019	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER THE CITY OF ST. PETE BEACH 155 COREY AVE ST. PETE BEACH, FL 33706	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Maur. P. Shale
--	--

Section VI: Contractor Education & Training

V. CONTRACTOR EDUCATION & TRAINING



City of St. Pete Beach
Public Works Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254 * Fax: 727-367-2736
www.stpetebeach.org

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

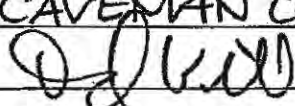
Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Works Department](#)

Company Name: CAVEMAN CONCRETE

Signature: 

Name/Title: DAVID WILL, OWNER

Date: 6.25.2018

All site inspectors and site operators must be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City.



Bid Results - Concrete, Brick and Mortar Repair & Replacement

29-Jun-18

	Gilliam Construction, LLC	Caveman Concrete, LLC	Mend-It Asphal & Concrete Services, Inc.	<i>Unit</i>
4" Sidewalk Replacement	\$ 8.64	\$ 6.50	\$ 6.00	/SQFT
6" Sidewalk Replacement	\$ 10.62	\$ 7.00	\$ 7.60	/SQFT
Concrete Pavement – 6"	\$ 12.70	\$ 7.00	\$ 7.00	/SQFT
Stamped Sidewalk – 4"	\$ 20.00	\$ 8.00	No Bid	/SQFT
Stamped Sidewalk – 6"	\$ 25.00	\$ 8.50	No Bid	/SQFT
Salt Finish Sidewalk – 4"	\$ 9.73	\$ 8.00	\$ 7.20	/SQFT
Install Brick Pavers	\$ 135.00	\$ 7.00	\$ 22.05	/SQYD
Concrete Apron – 6"	\$ 10.38	\$ 7.00	\$ 8.00	/SQFT
Miami Curb	\$ 30.00	\$ 32.00	\$ 42.00	/LNFT
Intersection Valley Curb	\$ 53.00	\$ 36.00	\$ 65.00	/LNFT
D Curb	\$ 33.00	\$ 32.00	\$ 46.00	/LNFT
F Curb	\$ 38.00	\$ 32.00	\$ 46.00	/LNFT
Header Curb	\$ 27.00	\$ 32.00	\$ 46.00	/LNFT
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 4' Sidewalk	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	/EA
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 6' Sidewalk	\$ 1,400.00	\$ 2,200.00	\$ 1,400.00	/EA
Concrete Patch/Pad – 3,500 PSI	\$ 52.50	\$ 72.00	\$ 75.00	/SQYD
Concrete Patch/Pad – 5,000 PSI	\$ 60.00	\$ 90.00	\$ 90.00	/SQYD
Sod Replacement - Bahia:	\$ 0.50	\$ 0.60	No Bid	/SQFT
Sod Replacement - St. Augustine:	\$ 0.80	\$ 1.00	No Bid	/SQFT
Add Rebar Reinforcing to Curb	\$ 3.25	\$ 2.00	\$ 2.40	/LNFT
Add Fiber Reinforcing to Concrete	\$ 8.00	\$ 10.00	\$ 40.00	/CUYD
Use of Georgia Buggy	\$ 120.00	\$ 20.00	\$ 60.00	/HR
Use of Line Pump	\$ 120.00	\$ 100.00	\$ 125.00	/HR
Import, Place, and Compact Clean Fill	\$ 55.00	\$ 100.00	\$ 270.00	/CUYD
FDOT Rail – FDOT Index 870 – 2 line rail	\$ 90.00	\$ 52.00	No Bid	/LNFT
FDOT Rail – FDOT Index 862 – Picket Infill	\$ 110.00	\$ 80.00	No Bid	/LNFT
Storm Water Inlet Top – 4' x 4' x 4"	\$ 1,880.00	\$ 1,500.00	\$ 1,200.00	/EA
Dump Truck – Additional Hauling	\$ 105.00	\$ 150.00	\$ 70.00	/HR

Bid Package Review

Items Required to Be Submitted with Bid	FIRM 1	FIRM 2	FIRM 3
Bidder's Contract Proposal Form	Yes	Yes	Yes
3 References (within past 5 years)	Yes	Yes	Yes
Firm's History & Personnel Experience	Yes	Yes	Yes
Claims/Disputes	Yes	Yes	Yes
Bonding Capacity	Yes	Yes	Yes
Certificate of Insurance	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Contractor Proof of License	Yes	Yes	Yes
Contractor's Education and Training	Yes	Yes	Yes
Addendum Acknowledgment	Yes	Yes	Yes

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2018-06: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment to Section 82-171 (Fines for Violations) of the Code of Ordinances.

Date: July 24, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission provided direction at the May 22, 2018 regular meeting to increase parking ticket fees. Ordinance 2018-06 is tentatively drafted to amend parking fines and parking permit violations as follows:

Description	Base Fee	After 15 Days
(1) Overtime parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(2) Improper parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(3) Double parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>
(4) No parking zone	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(5) Motor running, unattended	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(6) Keys in ignition	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(7) Other	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(8) Parking in space reserved for disabled persons	\$255	\$270
(9) Parking in front of fire hydrant	\$100	\$115
(10) Parking on streets or lots restricted to specific permit parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>

Requested Motion: “I move to approve Ordinance 2018-06 (read title) on final reading.”

Attachment: Ordinance 2018-06

**Reviewed by the
City Manager:**

WS

Ordinance 2018-06

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO SECTION 82-171 (FINES FOR VIOLATIONS) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Section 82-171 (Fines for Violations) of the Code of Ordinances; and

WHEREAS, the City Commission desires to re-define certain fees and charges in Section 82-171 (Fines for Violations); and

WHEREAS, the City Commission desires to amend or delete certain fees and charges included in Section 82-171 (Fines for Violations); and

WHEREAS, the City Commission desires to establish additional fees and charges to be included in Section 82-171 (Fines for Violations); and

WHEREAS, the City Commission finds these amendments, deletions, and additions to be in the best interest of the citizens of the City of St. Pete Beach.

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. Section 82-171 (Fines for Violations) of the Code of Ordinances is hereby amended as follows:

82-171: Fines for Violations:

The following fines shall be charged for certain parking violations:		
Description	Base Fee	After 15 Days
(1) Overtime parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(2) Improper parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(3) Double parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>
(4) No parking zone	\$30 <u>\$50</u>	\$45 <u>\$65</u>

(5) Motor running, unattended	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(6) Keys in ignition	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(7) Other	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(8) Parking in space reserved for disabled persons	\$255	\$270
(9) Parking in front of fire hydrant	\$100	\$115
(10) Parking on streets or lots restricted to specific permit parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. 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 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, 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 _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

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

Issue Considered: Ordinance 2018-09: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement Projects Fund, Wastewater Fund, Stormwater Fund, Reclaimed Water Fund, and General Fund.

Date: July 24, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The intent of Ordinance 2018-09 is to amend the budget to provide sufficient funding for the Blind Pass Road reconstruction project. The attached table specifies individual funding sources, including new revenue and expenditures.

Funding: Ordinance 2018-09 increases capital outlay expenditures in the amount of \$3,852,353, which is partially offset by additional revenue totaling \$1,850,468. The net effect is an expenditure increase of \$2,001,885.

Requested Motion: “I move to approve Ordinance 2018-09 on first reading (read title).”

Attachment: Ordinance 2018-09
Appendix A
Blind Pass Road Project Fund Summary

Reviewed by the City Manager: WS

Ordinance 2018-09

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS TO THE CAPITAL IMPROVEMENT PROJECTS FUND, WASTEWATER FUND, STORMWATER FUND, RECLAIMED WATER FUND, AND GENERAL FUND; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2018 budget; and

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, the fiscal year 2018 budget includes revenue and expenditures as adopted by Ordinance 2017-20 and supplemented by Ordinances 2017-31 and 2018-04; and

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments; and

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures corresponding to the Blind Pass Road reconstruction project.

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. The City of St. Pete Beach fiscal year 2018 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. 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 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the

requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, 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 _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

City of St. Pete Beach
Ordinance 2018-09

Appendix A

Account	Description	Amount
Capital Projects Fund:		
301.337.300	County reimbursement	(1,682,094)
301.361.100	Interest earnings	(55,205)
301.8000.590.5650	Capital outlay	3,852,353
301.381.001	Transfer from General Fund	(404,575)
301.381.101	Transfer from Wastewater Fund	(418,994)
301.381.102	Transfer from Reclaimed Water Fund	(691,485)
301.381.103	Transfer from Stormwater Fund	(600,000)
Wastewater Fund:		
101.365.000	Sale of surplus assets	(55,685)
101.331.620	FEMA reimbursement	(34,488)
101.361.100	Interest earnings	(22,996)
101.6107.535.5695	Transfer to Capital Projects Fund	418,994
Stormwater Fund:		
103.6108.537.5695	Transfer to Capital Projects Fund	600,000
Reclaimed Water Fund:		
102.6108.537.5695	Transfer to Capital Projects Fund	691,485
General Fund:		
001.9618.581.5999	Transfer to Capital Projects Fund	404,575

Blind Pass Road Project Fund Summary

Total current project fund:	<u>\$ 5,654,568</u>
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Additional funding sources:

Budgetary gains:

Capital Projects Fund - Pinellas County JPA	1,682,094
Wastewater Fund - sale of vac truck	55,685
Capital Projects Fund - interest earnings	55,205
Wastewater Fund - FEMA reimbursement (Hermine)	34,488
Wastewater Fund - interest earnings	<u>22,996</u>

Subtotal	1,850,468
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Appropriations from reserves:

Reclaimed Water Fund	691,485
Stormwater Fund	600,000
General Fund	404,575
Wastewater Fund	<u>305,825</u>

Subtotal	2,001,885
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Total revisions:	<u>3,852,353</u>
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Total revised project fund:	<u>\$ 9,506,921</u>
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**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Resolution 2018-06: Establishing the fiscal year 2019 tentative millage rate and scheduling public hearings for budget adoption.

Date: July 24, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Public hearings are tentatively scheduled for adoption of the fiscal year 2019 budget on September 4 and September 18, 2018. Prior to the public hearings, the Pinellas County Property Appraiser will mail Truth in Millage (TRIM) notices to residents, indicating the proposed millage rate being considered by the City of St. Pete Beach. The final rate adopted by the City Commission in September may be lower but cannot exceed the rate advertised via TRIM notices. Staff is requesting confirmation of the public hearing dates and direction on the millage rate to be advertised.

The proposed budget is based on the current rate of 3.1500 mills per \$1,000 of taxable value. This will generate \$966,385 in new revenue due to an estimated 11.74% increase in property values.

Alternative millage options are available to the City Commission. The attached table illustrates a range of potential rates and their corresponding effects on the proposed budget. The rolled-back rate of 2.8294, for instance, would reduce estimated revenue by \$945,705.

Staff recommends advertising the 3.1500 millage rate. This will allow the City to balance its budget, fund the capital projects identified in the Capital Improvement Plan, and build reserves for future capital projects.

Requested Motion: "I move to approve Resolution 2018-06 (read title)."

Attachment: Resolution 2018-06
Millage rate benchmarks table

**Reviewed by the
City Manager:**

WS

RESOLUTION 2018-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2019 TENTATIVE MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed fiscal year 2019 budget has been delivered to the City Commission; and

WHEREAS, the City of St. Pete Beach must notify the Pinellas County Property Appraiser's Office of its tentative millage rate and first public hearing schedule prior to August 3, 2018; and

WHEREAS, the City Commission intends to advertise a maximum millage rate of _____; and

WHEREAS, the City Commission intends to provide advance notice to residents regarding public hearing dates for the fiscal year 2019 budget adoption process.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The fiscal year 2019 millage rate shall not exceed _____ mills per \$1,000 of taxable value.

Section Three: Public hearings relating to the fiscal year 2019 budget adoption process are hereby scheduled for Tuesday, September 4th at 6:00 p.m. and Tuesday, September 18th at 6:00 p.m. at 155 Corey Avenue.

Passed this ____ day of _____, by the City Commission of the
City of St. Pete Beach, Florida.

* * * * *

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

City of St. Pete Beach
Resolution 2018-06

Millage Rate Benchmarks

	Rate / \$1,000	Revenue	Variance vs. Proposed	Voting Requirement
Super Majority Maximum	3.1581	\$ 9,315,748	\$ 23,893	Super Majority
Proposed Rate	3.1500	\$ 9,291,855	N/A	Super Majority
Simple Majority Maximum	2.8710	\$ 8,468,862	\$ (822,993)	Simple Majority
Rolled-Back Rate	2.8294	\$ 8,346,150	\$ (945,705)	Simple Majority

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

Issue Considered: Resolution No 2018-07 – New City Logo. A Resolution adopting a new official City Logo.

Date: July 24, 2018

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: The City wishes to formally adopt a new logo to ensure that branding and messaging of the city is consistent and of high quality. The City hired a consultant, Jonathan Mugmom Design, to assist the City in place making and branding. On December 12, 2016, Mr. Jonathan Mugmom presented several logo options to the City Commission and solicited public input. The logo created by the consultant is depicted in the attached Exhibit “A”

Requested Motion: “I move to approve Resolution No. 2018-07 (read title).”

Attachments: Resolution 2018-07
Exhibit A

**Reviewed by the
City Manager:** WS

RESOLUTION 2018-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ADOPTING A NEW OFFICIAL CITY LOGO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to formally adopt a new logo to ensure that branding and messaging of the City is consistent and of high quality;

WHEREAS, the City hired a consultant, Jonathan Mugmon Design, to assist the City in place making and branding;

WHEREAS, on December 12, 2016, Mr. Jonathan Mugmon presented several logo options to the City Commission and solicited public input; and

WHEREAS, after consideration, the City Commission wishes to formally adopt the logo depicted in the attached Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

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

SECTION 2. The City Commission hereby adopts the City Logo as depicted in Exhibit "A," which is attached and incorporated herein.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Exhibit "A"



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

Issue Considered: Resolution 2018-10, requesting approval to place a referendum on the ballot for the General Election, to be held November 6, 2018, for the sale of the acquired property located at 627 78th Avenue, St. Pete Beach

Date: July 24, 2018

Prepared By: Rebecca Haynes, City Clerk

Through: Wayne Saunders, City Manager

Summary of Issue: The City obtained the property located at 627 78th Avenue through a foreclosure sale held on June 5, 2018. Earlier in this meeting, City Commission authorized the demolition of the structures on the property which will render the land vacant.

The City desires to sell the vacant land.

Section 1.02 (b) of the City Charter requires the specific authorization of a majority of qualified electors voting at a city-wide referendum in order sell city-owned real estate. The sale will be listed as a referendum on the November 6, 2018 General Election ballot.

Funding: City Clerk, Elections: Account #001-5101-512-5493

Requested Motion: "I move to approve Resolution 2018, (read title).

Attachments: Resolution 2018-10
Copy of City Charter, Section 1.02(b)

**Reviewed by
City Manager:** ____WS____

RESOLUTION 2018-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PURSUANT TO FLORIDA STATUTE, 101.161, ENABLING THE PLACEMENT OF THE SALE OF CITY OWNED REAL PROPERTY ON THE BALLOT FOR CITY-WIDE VOTE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach is the sole owner of real property located at 627 78th Avenue, St. Pete Beach, Florida; and

WHEREAS, Article I, Section 1.02(b) of the City Charter states that any real estate owned by the City shall not be sold except upon specific authorization of a majority of qualified electors voting at a city-wide referendum; and

WHEREAS, the City desires to sell the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

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

SECTION 2. The following statement be placed on the ballot:

City of St. Pete Beach REFERENDUM QUESTION

Sell City-Owned Residential Property Located at 627 78th Avenue

The City of St. Pete Beach acquired a residential lot located at 627 78th Avenue as a result of a code enforcement foreclosure action. Article I, Section 1.02(b) of the City Charter, requires specific authorization of a majority of qualified electors to sell the property. Shall the City sell the property?

() Yes

() No

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

ARTICLE I. CREATION AND POWERS**Sec. 1.01. Creation and powers.**

The City of St. Pete Beach is created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

Editor's note—The name of the city has been changed to St. Pete Beach in this Charter, based on a referendum held on March 8, 1994.

State law reference—Municipal Home Rule Powers Act, F.S. ch. 166.

Sec. 1.02. City property; use and disposition.

(a) Any real estate owned by the City of St. Pete Beach shall not be leased for a term in excess of five (5) years except upon specific authorization of a majority of qualified electors voting at a city-wide referendum.

(b) Any real estate owned by the City of St. Pete Beach shall not be sold except upon specific authorization of a majority of qualified electors voting at a city-wide referendum.

(c) City-owned real estate may be leased for a term of five (5) years or less only upon specific authorization by an affirmative vote of a majority of the full commission.
(Ord. No. 80-5, § 1, 1-29-80/3-4-80)

Sec. 1.03. Vacation of right-of-way.

Any alleys, walkways, drainage facilities, dedicated streets or utility easements shall be vacated only upon specific authorization by an affirmative vote of four (4) members of the city commission after written notification to all property owners within three hundred (300) feet from the perimeter of the real estate sought to be vacated.

Any lands conveyed to the public to be used for streets, parks, playgrounds, recreation centers, swimming pools, or libraries can only be disposed of in any way upon specific authorization of a majority vote of a city-wide referendum.

No easement, dedicated or granted to the city, right-of-way, or access to the gulf, bay or other waterfront shall be vacated.

ARTICLE II. CORPORATE LIMITS**Sec. 2.01. Description of corporate limits.**

The following area shall constitute the corporate limits of the City of St. Pete Beach: From a point of beginning at the intersection of the center line of Blind Pass and a line which is 40 feet south of the south boundary of 74th Avenue extended in St. Pete Beach; thence run northerly along the center line of Blind Pass to a point 870 feet north of [and] measured at right angles from the center of Blind Pass Bridge where it now crosses Blind Pass on the present State Road No. 699; thence run north 81 degrees, 31 minutes, and 3 seconds east along a line parallel to Blind Pass Bridge to the center line of the Government Channel in Boca Ciega Bay; thence run southeasterly and southerly along the center line of said Government Channel in Boca Ciega Bay to where said channel intersects what is known as Pass-a-Grille Channel lying east of what is now Vina Del Mar, formerly known as Mud Key; thence run southerly along the center line of said Pass-a-Grille Channel to a point 500 feet south of the southernmost tip of Long Key as it now exists; thence run due west into the Gulf of Mexico 10 miles; thence run due north to a point which lies south 60 degrees west from the point of beginning; thence run north 60 degrees east to the point of beginning. Together with the tracts of land described in fee simple deed from Elsie S. Allen, widow, to the Long Key Sewer District, a political subdivision of the State of Florida, dated May 3, 1956, and filed May 4, 1956, in deed book 1594, page 526, as clerk's instrument No. 274302A, Pinellas County Records, and in fee simple deed from Kenneth Eriksen and Jacquelyn M. Eriksen, his wife, to the Long Key Sewer District, a political subdivision of the State of Florida, dated December 13, 1955, and filed October 16, 1956, in deed book 1625, page 261, as clerk's instrument No. 311304A, Pinellas County Records, said lands being the land on which the sewer plant of the Long Key Sewer District is to be located; and including any and all submerged lands lying between the side