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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 28, 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.
 - a. **Customary Use/Beaches**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes for the following meetings: July 19, 2018 Budget Workshop; July 24, 2018 regular meeting.**
 - b. **Request approval of a Utility Easement dedicated to Duke Energy Florida, LLC for a switchgear utility box,**

- capacitor bank, and associated conduit at 1500 Pass-a-Grille Way.
- c. Request approval of Change Order #1 to the agreement with Four Seasons Mowing and More, Inc. in the amount of \$12,498.20 for District 3 Landscape Maintenance.
 - d. Request approval of the purchase of a John Deere Skid Steer from John Deere Construction Retail Sales in the amount of \$22,108.40.
 - e. Request approval of the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$22,400.00, for FDOT Inflow and Infiltration point repair permit drawings.
 - f. Request approval of the task order under the Continuing Engineering Services Contract with Cribb Philbeck Weaver Group, in an amount not to exceed \$20,000.00, for City-wide restroom renovations.
 - g. Request approval of the Professional Services Agreement with M.T. Causley, LLC a SafeBuilt Company, for Building Department services.
 - h. Request Approval to enter into an interlocal agreement for planning, mapping and special project services approved by the Forward Pinellas Board.
 - i. Authorization to execute grant agreement no. LP52030 with the Florida Department of Environmental Protection for sanitary sewer improvements.

5. Action Items

- a. Lease agreement with Starson LLC, for the Beach Concession Operations at Upham Beach and Pass-A-Grille Beach.
- b. Request authorization for the City Manager to enter into an agreement for the purchase of BLK 54, lots 11, 14 and SW'SY ½ of lots 15 and 16 with a purchase price of \$600,000 with the City agreeing to pay closing costs.
- c. Request approval of Amendment #2 to Task Order #1 under the Continuing Engineering Services Contract with Cardno, Inc. in the amount of \$33,765.00 for design and construction documents for Library Improvements.
- d. Request Appointment to the General Employees' Pension Board of Trustees.

- e. Request approval of the proposal for City wide Holiday Decorations in the amount of \$41,307.50 from Clark Sales Display, Inc.**
- f. Request approval of the task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$115,165.00, for the Lidar survey of the Pass-a-Grille district from 12th Avenue to 7th Avenue.**

6. Ordinances

- a. Ordinance 2018-10, First Reading and Public Hearing. An ordinance of the City of St Pete Beach, Florida providing for addition to Appendix A (Fee Schedule) Code of Ordinances.**

7. Resolutions

- a. Resolution 2018-09. A Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a conditional use for the expansion of the Private Club located at 2301 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date.**

8. Items for Discussion – No items submitted at this time.

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.**

COMMISSION MEETING - BUDGET WORKSHOP

MINUTES

JULY 19, 2018

9:00 A.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 9:00 a.m.

PLEDGE OF ALLEGIANCE

PRESENT:

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

ALSO PRESENT:

Wayne Saunders, City Manager
Rebecca C. Haynes, City Clerk
Wesley Wright, Community Development Director
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director
Vince Tenaglia, Administrative Services Director

1. Review Fiscal Year 2019 Proposed Budget

Wayne Saunders, City Manager, explained the intent of the meeting to the board members, and Vince Tenaglia, Administrative Services Director, reviewed a PowerPoint presentation entitled "City of St. Pete Beach Proposed Budget Fiscal Year 2019" with the City Commission as follows:

- General Fund
- Special Revenue Funds
 - a. Building Fund
 - b. Capital Improvement Fund
- Enterprise Funds
 - a. Wastewater Fund
 - b. Reclaimed Water Fund
 - c. Stormwater Fund

There was a five-minute break from 10:25 a.m. until 10:30 a.m.

Mr. Tenaglia continued to review the following items contained in the "City of St. Pete Beach Fiscal Year 2019 Proposed Budget":

- Capital Improvement Plan, Page 139
- Individual project sheets, Page 145

City Manager Saunders reviewed the following slides contained in the PowerPoint presentation entitled "City of St. Pete Beach Proposed Budget Fiscal Year 2019":

- FY 2019 CIP Projects: Changes from Proposed, Slide 25
- FY 2019 CIP Projects, Slide 26
- FY 2019 CIP Projects, Slide 27

Mr. Clarke, Public Works Director, spoke to the City Commission in regard to the library improvements.

- FY 2019 CIP Projects, Slide 28

Mr. Clarke spoke to the City Commission in regard to the Gulf Way resurfacing and heat reduction.

- FY 2019 CIP Projects, Slide 29

Mr. Clarke spoke to the City Commission in regard to Vina del Mar bridge repairs, Boca Ciega bridge repairs and seawall maintenance.

At this time there was a lunchbreak from 12:18 p.m. to 1:11 p.m.

Mr. Saunders continued to review the following items contained in the PowerPoint presentation entitled "City of St. Pete Beach Proposed Budget Fiscal Year 2019":

- FY 2019 CIP Projects, Slide 29
- FY 2019 CIP Projects, Slide 30
- FY 2019 CIP Projects, Slide 31

Mr. Clarke, Public Works Director, spoke to the City Commission in regard to the Subaqueous Force Main No. 1 Replacement.

- FY 2019 CIP Projects, Slide 32
- Future CIP Projects, Slide 33

Mr. Clarke spoke to the City Commission in regard to the Gulf Winds Drive Reconstruction.

- Future CIP Projects, Slide 33
- Personnel by Department, Slide 34

Rebecca Haynes, City Clerk, spoke to the City Commission in regard to personnel.

Mr. Clarke spoke to the City Commission in regard to personnel.

- Citywide Expenditure Recap, Slide 35

Mr. Tenaglia continued to review the following items contained in the PowerPoint presentation entitled "City of St. Pete Beach Proposed Budget Fiscal Year 2019":

- Change in Reserve Balances, Slide 36

City Manager Saunders informed the City Commission that the Finance & Budget Committee reviewed each department and recommended approval of the budget with one change in the City Clerk's budget in regard to the Election Expenses. The item is contained in the "City of St. Pete Beach Fiscal Year 2019 Proposed Budget" as follows:

- City Clerk, Page 31

Rebecca Haynes, City Clerk, spoke to the City Commission in regard to election expenses.

There was a consensus of the City Commission to allow the City Clerk's original request of \$10,000.00.

Furthermore, Mr. Saunders stated the Finance & Budget Committee also made the following motions:

- Recommended that the City Commission maintain the 3.15 millage rate.
- Requested the City Commission review and consider the sheriff's office data to determine if and when additional sheriff's personnel be added and to expand the contract

Vice Mayor Pletcher inquired about the following item contained in the "City of St. Pete Beach Fiscal Year 2019 Proposed Budget":

- City Commission, Page 25 - Travel & Training

Ms. Haynes spoke to the City Commission in regard to Travel & Training.

There was City Commission discussion in regard to hiring a lobbyist, countywide and statewide. City Manager Saunders suggested putting out a Request for Proposal and, if approved, composing a budget amendment.

Commissioner Friszolowski inquired about the following item contained in the "City of St. Pete Beach Fiscal Year 2019 Proposed Budget":

- City Attorney, Page 39 – Legal Services

Mr. Saunders and Mr. Tenaglia spoke to the City Commission in regard to Legal Expenses.

Commissioner Finnerty spoke about the following items:

- Egan Park meters

- Tampa Electric Company, TECO, in regard to a franchise fee and utility services tax
- Increase in City Commission salaries on the 2019 ballot

City Clerk Haynes spoke to the City Commission in regard to the ballot referendum.

Commissioner Finnerty spoke about purchasing new chairs for the City Commission Chambers.

Ms. Haynes spoke to the City Commission in regard to her research for purchasing new chairs for the City Commission.

City Manager Saunders suggested listing the purchase of the chairs as a future agenda item.

Mayor Johnson inquired about the following item contained in the "City of St. Pete Beach Fiscal Year 2019 Proposed Budget":

- Public Works: Administration, Page 84 – Planning & Engineering

Mr. Tenaglia spoke to the City Commission in regard to Planning & Engineering and referred the City Commission to Page 119, Professional & Contractual, for an explanation of the budget item.

Mayor Johnson inquired about the following item contained in the "City of St. Pete Beach Fiscal Year 2019 Proposed Budget":

- Public Works: Streets Maintenance, Page 92 – R&M Other

Mr. Clarke spoke to the City Commission in regard to Streets Maintenance.

Commissioner Falkenstein spoke about the following items:

- I.T. personnel job descriptions and overtime
- Beach wedding permits and revenue
- Possibility of hiring additional personnel to issue parking violations for illegal parking

Mr. Tenaglia stated he would prepare some options to address the parking violations.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 2:48 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Al Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

JULY 24, 2018

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

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

Commissioner Falkenstein requested to add a discussion item in regard to new chairs at the dais.

3. Audience Comments

Dakota Priest, St. Pete Beach, is currently enrolled in St. Petersburg College Public Policy & Administration Program, and he commented in support of a potential bike path and pedestrian walkway in St. Pete Beach.

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 No. 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.

Vice Mayor Pletcher requested safe storage for the bricks that are removed in regard to Item 4(d).

Hearing no audience comments, Mayor Johnson called for a motion and the vote.

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

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.

The annual renewal purposes a 3.01% increase over the previous year's rate.

Commissioner Finnerty moved to approve Item 5(a), to authorize the City Manager to execute the inter-local agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2018 through September 30, 2019 in the amount of \$2,373,144.00. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

- 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.

The projected work includes sidewalk, concrete apron and curb replacements.

Commissioner Falkenstein moved to approve Item 5(b), to approve the unit price bid from Caveman Concrete, LLC for concrete, brick and mortar repair and replacement in an amount not to exceed the FY 18 budget. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

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.

Commissioner Falkenstein requested that all signage be updated, as time permits, and with the caveat that fines will be assigned every two hours where applicable.

Vice Mayor Pletcher moved to approve Item 6(a), Ordinance 2018-06, upon final reading, 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. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

- 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.

The budget amendment will provide sufficient funding for the Blind Pass Road Reconstruction Project to the net effect of \$2,001,885.00.

Commissioner Finnerty moved to approve Item 6(b), Ordinance 2018-09, on first reading, 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. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

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.

City Manager Saunders stated that the City is required to notify the Property Appraiser of the proposed millage rate by August 3, 2018. The budget hearings will be held at 6:00 p.m., September 4 and September 18, 2018.

Commissioner Friszolowski moved to approve Item 7(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. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

- 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.

The Commission was in agreement to add the word “The” before “Sunset Capital of Florida.”

Vice Mayor Pletcher moved to approve Item 7(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, including adding language “The” before “Sunset Capital of Florida.” The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

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

The resolution will put forth a referendum for the November 6th General Election requesting voter approval to sell the residential property located at 627 78th Avenue.

Commissioner Finnerty moved to approve Item 7(c), 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. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

8. Items for Discussion

- a. City Attorney Quarterly Report

The City Attorney's report was received and filed.

b. Purchase of Commission Chamber Chairs

It was the consensus of the Commission to request the City Clerk to search for new chairs for the dais.

9. Audience Comments 2

An unidentified individual spoke about shielded lighting.

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

City Clerk Haynes did not submit a report.

City Manager Saunders reported on the following items:

- The Community Center pool is out of order
- The Pass-a-Grille beach wall along Gulf Way is painted

City Attorney Dickman reported on the following items:

- Requested Commission approval to retain a real estate attorney for title work
- Matthew McConnell, Esq., associate with Dickman Law Firm, will serve as an assistant city attorney to attend advisory board meetings, etc.

Commissioner Finnerty reported on the following items:

- Update from the Sarasota Film Society
- Will attend the Suncoast League of Cities meeting

Commissioner Falkenstein reported on the following items:

- Pinellas County Sheriff's Office statistical report
- Rip Tide warning
- Turtle nest on the 'dog beach'
- Parking meter revenue

Commissioner Friszolowski did not submit a report.

Vice Mayor Pletcher reported on the following item:

- A celebration of life for former Mayor Steve McFarlin will be held Saturday, August 4th at Warren Webster Community Center

Mayor Johnson reported on the following items:

- Florida Department of Transportation grant monies
- Update on the Big C meeting
- Update on the Mayors' Council meeting

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:52 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Request approval of a Utility Easement dedicated to Duke Energy Florida, LLC for a switchgear utility box, capacitor bank, and associated conduit at 1500 Pass-a-Grille Way.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: On May 22, 2018, the City approved Change Order #7 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue project. This Change Order provided for the relocation of Duke Energy Florida's Capacitor Bank and Switchgear from the Right-of-Way along 17th Avenue to the south eastern corner of the Warren Webster property at 1500 Pass-a-Grille Way. This easement is in support of this relocation, and is required by Duke Energy in order to place the equipment on City property.

Requested Motion: "I move to approve a Utility Easement dedicated to Duke Energy Florida, LLC for a switchgear utility box, capacitor bank, and associated conduit at 1500 Pass-a-Grille Way."

Attachment: Duke Energy Municipal Easement

**Reviewed by the
City Manager:**

WS

Pinellas County, Florida
Work Request #: UG-18-Pass-a-Grille PH II
Address: 1500 Pass-a-Grille Way, St. Pete Beach
STR: 18-32S-16E

EASEMENT

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

WITNESSETH:

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

A 20.00 foot wide by 20.00 foot wide easement area for each switchgear and a 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

Undivided Block D, Block D, THE REVISED MAP OF PHILLIPS DIVISION OF PASS-A-GRILLE CITY, according to the map or plat thereof, as recorded in Plat Book 3, Page 38, Public Records of Pinellas County, Florida.

Tax Parcel Number: 18-32-16-68634-004-0000

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

(g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

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

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

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 2018, and is effective as of the Effective Date herein.

GRANTOR:

City of St. Pete Beach

Name of Municipality

ATTEST:

City Attorney

City Manager

Print or Type Name

Print or Type Name

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

Grantor(s) mailing address:

Signature of First Witness

155 Corey Ave

St. Pete Beach, Florida 33706

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 2018,
by _____ and _____, its
Mayor and its City Clerk, respectively of _____, who
is/are personally known to me or who has/have produced _____
as identification.

NOTARY SEAL

Name:

Notary Public

Serial Number:

My Commission Expires:

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

Issue Considered: Request approval of Change Order #1 to the agreement with Four Seasons Mowing and More, Inc. in the amount of \$12,498.20 for District 3 Landscape Maintenance.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City issued a Request for Bids for the Landscape Maintenance of Commission District 3 on April 7, 2017 and received five bids. Four Seasons Mowing and More, Inc. was the lowest responsive bidder.

The initial bid from Four Seasons did not anticipate the large effort that maintaining Lazarillo Park would require, and as such has requested that their Contract be changed to incorporate the additional time required to adequately maintain one of the City's flagship parks.

Four Seasons is requesting 11 additional hours per week to maintain this park, resulting in a change to the overall contract in the amount of \$12,498.20.

Funding: 001-6104-572-5310

Requested Motion: "I move to approve Change Order #1 to the agreement with Four Seasons Mowing and More, Inc. in the amount of \$12,498.20 for District 3 Landscape Maintenance."

Attachment: Change Order #1
Change Order Request Letter

**Reviewed by the
City Manager:**

WS



CHANGE ORDER NO. 01

PROJECT IDENTIFICATION:

Project Name: Landscape Maintenance - District 3

CONTRACTOR:

CONTRACT: The Agreement dated 6/15/2017 between Four Seasons Mowing and More, Inc. and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *Eleven (11) additional hours required to maintain Lazarillo Park.*

<i>Total Addition to Contract Sum</i>	<i>\$ 12,498.20</i>
--	----------------------------

Contract Sum with prior approved Change Orders was:	\$ 48,858.68
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The Contract Sum will be increased by this Change Order for the items described above in the amount of:	\$ 12,498.20
--	--------------

The new Contract Sum, including this Change Order, will be:	\$ 61,356.88
--	---------------------

The Contract Time will be changed as follows:	+ 0 days
---	----------

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 zero calendar days to the Contract Time.

CHANGE ORDER NO. 01

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.647.7396

E-mail: fourseasonsmowing@gmail.com

1807 Sunrise Blvd, Clearwater, Fl. 33760

TO: Brett Warner, City Engineer, City of St. Petersburg Beach FL.

FROM: James Ethridge, Manager, Four Seasons Mowing & More LLC.

SUBJECT: Cost Modification Request to Landscaping Maintenance-District 3.

Brett,

Good morning,

Four Seasons Mowing and More LLC. Requests a cost modification to Landscaping Maintenance-District 3 for the following park(s) and area(s):

Current rate:

LAZARILLO PARK Hrs: .5 Cost: \$10.93

Requested modification rate:

LAZARILLO PARK Hrs: 11.5 Cost: \$251.28

Justification:

The discussions and guidance given to FSMM during the initial bid submittal in May 2017 resulted in the current rate given as shown above.

Regardless of the cost inaccuracy outcome, throughout the past year FSMM has had no reported complaints or negative feed back from local residents or DPW employees. FSMM thoroughly enjoys and is grateful for the opportunity to support the City of St. Petersburg Beach not only with district 3, but district 4 as well.

Thank you for your time and consideration,. Please contact me if you have any questions or concerns.

Respectfully,

James Ethridge

General Manager

Four Seasons Mowing L.L.C

727.641.7396

fourseasonsmowing@gmail.com

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

Issue Considered: Request approval of the purchase of a John Deere Skid Steer from John Deere Construction Retail Sales in the amount of \$22,108.40.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The Public Works Department has identified the need to purchase a Skid Steer tractor in order to better suit the needs of the Streets Department. This piece of equipment will be better suited to maintaining the City's alleyways and properties than the current equipment.

The Skid Steer will be purchased utilizing the National Joint Powers Alliance piggyback contract with John Deere Construction Retail Sales, utilizing the trade-in of the John Deere Mini-Excavator, once it is declared surplus.

Funding: Streets Department - Vehicles
001-6103-541-5641

Requested Motion: "I move to approve of the purchase of a John Deere Skid Steer from John Deere Construction Retail Sales in the amount of \$22,108.40."

Attachment: Quote from John Deere Construction Retail Sales
Sourcewell NJPA Contract Discount

**Reviewed by the
City Manager:**

___WS___



June 14, 2018

City of St Pete
155 Corey Ave
St Pete Beach FL 33706
Phone: (727) 434-0426

Quote Number 167873 : Skid Steer 324G - Sourcewell(NJPA) Contract
032515-JDC.

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
00C0T	324G SKID STEER LOADER BASE	1	\$42,143.00
0800	NO PACKAGE	1	In Base
0950	EH JOYSTICK CONTROLS	1	\$2,565.00
1050	TWO SPEED SKID STEER	1	\$1,608.00
1301	ENGINE TURBO 4TNV98CT	1	\$2,613.00
1501	ENGLISH OP MAN & DECALS	1	\$0.01
1741	LESS JDLINK	1	\$0.01
2040	10X16.5 10 PR GAL BBY III HD	1	\$1,826.00
3002	HIGH FLOW HYDRAULICS	1	\$1,830.00
4001	2" SEAT BELT W/SHOULDERSTRAP	1	\$212.00
5001	POWER QUIK TATCH	1	\$724.00
5204	CAB W/ HEAT, DEFROST & AIR	1	\$4,473.00
5500	STANDARD LIGHT PACKAGE	1	In Base
6003	AIR SUSPENSION SEAT	1	\$452.00
6501	REVERSING FAN DRIVE	1	\$830.00
8075	HAZARD WARNING LIGHTS	1	\$159.00
8370	HD REAR GRILLE	1	\$486.00
9041	72 IN CONST BKT W/EDGE	1	\$1,231.00
Total			\$61,152.02
Discount (33%)			\$20,180.17
Net Price			\$40,971.85

Custom Jobs

Code	Description	Qty	Price
	Dlr. provide Pre-Delivery Inspection and Local Delivery	1	\$1,000.00
Total			\$1,000.00

TradeIns

Make	Model	Year	Description	Qty	Trade-in Unit Price
JOHN DEERE	26G	2016	Mini-Excavator S/N 262335	1	\$21,500.00
Total TradeIns Price					\$21,500.00

Quote Summary - Skid Steer 324G (per unit)

Item Description	Prices
Machine Net Price	\$40,971.85
Custom Jobs	\$1,000.00
Less Trade-ins	-\$21,500.00
Price per Machine	\$20,471.85

Destination	Freight Charge
Clearwater, FL	\$1,636.55

Total Net Price (Quantity = 1)**\$22,108.40****Warranty Terms**

324G includes Standard Warranty of 12 months.

Power Train and Hydraulics Extended Warranty for 24 months, 2000 hours.

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Thank you for the opportunity to quote. If any questions or changes, please contact me as follows: Adam Holdt, Phone 309-765-7787, HoldtAdamJ@JohnDeere.com Please make purchase order out to: John Deere Construction Retail Sales 1515 Fifth Avenue, Moline, IL 61265 Federal Tax ID: 36-3387700, DUNS: 142124762 Payment terms are Net 30 days only Municipal lease with full ownership is allowed, but no operating lease is permitted.

**John Deere Construction Retail Sales
Sourcewell/NJPA Contract 032515-JDC
Product Category and Discount Range as of June 2018**

Articulated Dump Trucks	30%
Backhoes	44-47%
Compact Excavators	30%
Compact Track Loaders	33%
Compact Wheel Loaders	29%
Crawler Loaders	30%
Dozers	30-31%
Excavators	30-46%
Motor Graders	42-45%
Skid Steers	33%
Tractor Loaders	40%
Wheel Loaders	41-43%
WorksitePro Attachments	20%

Please reach out to your local dealer for quote assistance:

https://dealerlocator.deere.com/servlet/country=US?locale=en_US

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

Issue Considered: Request approval of the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$22,400.00, for FDOT Inflow and Infiltration point repair permit drawings.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Nine of the sanitary sewer gravity main segments that require point repairs under the City's existing Inflow and Infiltration (I&I) contracts fall within Florida Department of Transportation's (FDOT) Right-of-Way along Gulf Boulevard. Due to the planned nature of these repairs, FDOT is requiring that the City submit for and obtain permit authorization to perform these repairs, rather than allowing these repairs to be performed on an emergency basis.

The City requested that Kimley-Horn and Associates, Inc. provide a task order to generate permit drawings and prepare the permitting package in support of the City's I&I mitigation efforts.

Funding: CIP – Inflow and Infiltration
101-6107-535-5633

Requested Motion: "I move to approve the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$22,400.00, for FDOT Inflow and Infiltration point repair permit drawings."

Attachment: Task Order Proposal from Kimley-Horn and Associates, Inc.

**Reviewed by the
City Manager:** WS



INDIVIDUAL PROJECT ORDER

August 6, 2018

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

FDOT Gravity Main Point Repairs – Design and Permitting

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services for the design and permitting of up to nine (9) gravity main segments requiring point repairs or replacement in the FDOT ROW. These segments were identified during the City's Point Repair project and will require permits to meet FDOT requirements prior to beginning construction.

The Engineer will provide general engineering services as described in the specific scope listed in Task 1 below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Design/Permit Application Package

This task shall include the following:

- A. The Engineer will provide the design for gravity main point repairs within the FDOT right-of-way for up to nine (9) gravity main segments on 11 x 17 plan sheets in accordance with FDOT requirements. All existing utilities will be included in each design plan from the City's GIS files. Right-of-way will be established using GIS parcel information. Survey, SUE, and Geotechnical investigation will not be completed for this project. Specifications and Bid documents will not be prepared for this project.

A single plan and profile sheet will be provided for each gravity main segment requiring repair or replacement. The plan sheets will be provided to the Client in PDF format for initial review. The Engineer will address up to one round of comments from the City.

Up to three (3) hard copies of the final design plans will be submitted to the City and Contractor. MOT control plans will not be included in the plan set and will be

the Contractor's responsibility as part of the Point Repair Contract. The Engineer will reference applicable FDOT MOT Indexes as part of the general notes included in the plan set.

- B.** The Engineer will prepare and submit documents and design data for FDOT permit applications required for up to nine (9) gravity main segments. All permit fees (if any) shall be paid by the City.

PROJECT DELIVERABLES

- A.** The deliverables to be provided for this project include:
- Initial design plans – electronically submitted,
 - Three (3) hard copies of final design plans and one digital copy electronically submitted.

The City shall provide and complete the following:

- Existing information and drawings as needed and available
- Review and comment on the deliverables
- Attend and participate in project meetings

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1 for a Lump Sum fee of \$22,400.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Construction Packages	
A. Design/Permit Application Package	\$22,400.00
a. \$2,489 per Gravity Main Segment	

TOTAL OVER FISCAL 2018
\$22,400.00

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Scott Gilner, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 8/6/2018

M:\Common\MKTG\Public\City of St. Pete Beach\Pipeline and Manhole Rehabilitation Planning and Const. Services\Revised - Pipeline and Manhole Rehabilitation Const. Services.docx

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

Issue Considered: Request approval of the task order under the Continuing Engineering Services Contract with Cribb Philbeck Weaver Group, in an amount not to exceed \$20,000.00, for City-wide restroom renovations.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested CPWG to provide design, construction management, and inspection duties as needed for the renovations to restroom facilities throughout the City. Duties will include meeting with contractors, reviewing pay applications, and general construction oversight during the renovations.

The first two restrooms to be renovated are the restrooms at Paradise Grille and Hurley Park.

Funding: CIP – Pass-a-Grille Restrooms
301-8000-590-5650

Requested Motion: “I move to approve the task order under the Continuing Engineering Services Contract with Cribb Philbeck Weaver Group, in an amount not to exceed \$20,000.00, for City-wide restroom renovations.”

Attachment: Task Order from CPWG

**Reviewed by the
City Manager:** WS



Exhibit “B”

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES**

<i>Date of Task Order Request</i>	13 August 2018
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<i>Firm Selected for Task</i>	CPWG
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<i>Task (Project) Name</i>	Design, Construction Management and Inspection Services (CEI) for City-wide restroom renovations
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<i>Task Description (and other relevant details)</i>	Provide Design, Construction Management and CEI duties as needed; attend meetings as needed; meet with contractor and other third-party personnel as needed. Review pay applications. Write a weekly progress report including an anticipated two week look ahead on major tasks. Project #1 Paradise Grille restrooms Project #2 Hurley Park restrooms
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<i>Task Budget</i>	Not to exceed \$20,000
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<i>Task Proposal Due Date</i>	As soon as possible to meet the intended start date.
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Services Department at 727.363.9243.

Michael F. Clarke

Mike Clarke
Public Works Director
City of St. Pete Beach

Acknowledgement of Task Order: _____ (Name)

_____ (Firm)

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

Issue Considered: Request approval of the Professional Services Agreement with M.T. Causley, LLC a SafeBuilt Company, for Building Department services.

Date: August 28, 2018

Prepared By: Wesley Wright, Community Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The Building Division for the City of St. Pete handles all matters relating to the city's adopted Building Codes, including the issuance of building permits, providing inspection and plan review services. Currently, the city employs a Building Official and has advertised for several weeks for a second Combination Inspector. This position has not been filled. Immediate assistance is needed to assist in the 470 building inspections requested on average each month. Last month, the Building Division performed 618 inspections, with a total of 3,766 inspections performed for the year. M.T. Causley, LLC c/o SafeBuilt has agreed to offer their building services.

Funding: Professional & Contractual (001-5401-515-5310)

Requested Motion: "I move to approve the Professional Services Agreement with M.T. Causley, LLC a SafeBuilt Company, for Building Department services."

Attachment: MT Causley Agreement
MT Causley-Treasure Island Agreement
Public Entity Crime Statement

**Reviewed by the
City Manager:** WS

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ST. PETE BEACH, FLORIDA
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement (“Agreement”) is entered into by and between the City of St. Pete Beach, Florida, (“City”) and M.T. Causley, LLC, (“Consultant”). The City and the Consultant shall be jointly referred to as the “Parties”.

WHEREAS, Consultant is currently under contract with the City of Treasure Island for Building Department Services: Contract for Services (the “TI Agreement”) is attached and incorporated as Exhibit A; and

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

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City’s purchasing policy adopted by the City Commission, the City is authorized to “piggy-back” onto the TI Agreement for the same or similar services; and

WHEREAS, the Consultant specifically consents to the City using its “piggy-back” authority and has provided a proposal to the City with the same or similar unit pricing as the TI Agreement; and

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

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. RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

2. PUBLIC RECORDS

Consultant shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS’ 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. TERM AND CONDITIONS

Except as otherwise stated herein; the terms and conditions of the City of Treasurer Island, Florida Agreement shall form the bases of this Agreement with the City. A true and correct copy of the City of Treasurer Island Agreement and subsequent term amendments is attached as

Exhibit A. The City of Treasurer Island, Florida Agreement and subsequent term amendments is hereby incorporated into the Agreement and shall be the controlling document.

4. COMMENCEMENT AND COMPLETION

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

5. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

6. SCOPE OF SERVICE

Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours.

7. FEE SCHEDULE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Includes Residential and Commercial inspection and plan review for the follow:	
• Building, Plumbing, Mechanical and Electrical	
Inspection Services	\$89.50 per hour – four (4) hour minimum
Plan Review Services	\$99.00 per hour – four (4) hour minimum
Time tracked will start when Consultant checks in at the City or first inspection site.	
Consumer Price Index (CPI) Fee Adjustment	
Annually on January 1 st , the hourly rates listed above shall be increased based upon the increase in the Consumer Price Index, but not more than 4% annually. Hourly rates shall not decrease for the term of this Agreement.	

8. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

9. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

10. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented in person or sent pre-paid, first class United States Mail, addressed as follows:

As to the City:	As to the Consultant:
City Manager City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706	Thomas P. Wilkas M. T. Causley / SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: twilkas@safebuilt.com; smarquez@safebuilt.com

11. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

12. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of, or material breach of any obligation under this Agreement by, Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from City.

To the fullest extent permitted by law and without waiver of sovereign immunity, the City shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, the City or any

officer, employee, representative, or agent of the City or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from City.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

The City agrees that it will not employ/hire any of Consultant's employees during the contract period or affirmatively suggest, ask, request, encourage or in any manner recruit any of Consultant's employees to seek employment at the City during the contract period or within twelve (12) months of termination of this Agreement. The City shall not be held liable for any of Consultant's current or former employees who, on their own and without recruitment by the City, apply for and legitimately obtain employment with the City. Consultant shall maintain a "non-compete" and/or "non-recruitment" policy with its own employees to prevent any of Consultant's current and former employees from seeking employment at the City. Violation of this clause shall be considered a breach of this Agreement with any and all remedies as more fully addressed in the Agreement itself.

15. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

16. PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes, Section 287.133 (2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

- A. Consultant's "piggy-back" agreement with the City of Treasure Island (Exhibit "A")
- B. Florida public records law (Exhibit "B")
- C. Public Entity Crime Sworn Statement (Exhibit "C")

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

M.T. Causley, LLC:

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”
(Consultant “piggy-back” Agreement)

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”

Public Entity Crime Sworn Statement

AMENDMENT AND RENEWAL OF CONTRACT FOR SERVICES

THIS AMENDMENT and RENEWAL is made this 19th day of April, 2018 by and between **THE CITY OF TREASURE ISLAND FLORIDA** (hereinafter referred to as "CITY") and **M.T. CAUSLEY, LLC.**, hereinafter referred to as "MTC". City and MTC shall be jointly referred to as the "Parties".

WHEREAS, the City and MTC executed the Proposal dated May 27, 2015 on July 8, 2015; and

WHEREAS, the Proposal provided for three, one-year renewal options to include a cost of living increase; and

WHEREAS, the City and MTC desire to extend the term of the Proposal; and

WHEREAS, the first renewal was executed on June 22, 2016, extending the agreement until July 17, 2017; and

WHEREAS, the second renewal was executed on June 20, 2017, extending the agreement until July 17, 2018; and

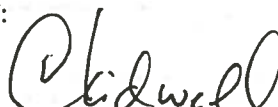
WHEREAS, the Parties desire to pursue the third renewal extending the agreement until July 17, 2019; and

NOW, THEREFORE, the parties agree that the Proposal is hereby amended as follows:

1. The term of the Proposal is renewed, effective on the day and year last written below and will continue in effect until July 17, 2019.
2. City will compensate MTC based on the revised rates described in Exhibit A, Rate Sheet.
3. All other provisions of the Proposal to the extent not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, CITY and MTC have executed this Amendment as of the day and year last written below.

ATTEST:

By: 
City Clerk, CELINE K. KOWAL
Date: 4-30-2018

CITY OF TREASURE ISLAND, FLORIDA
By: 
Garry Brumback, City Manager
Date: 4/30/2018


WITNESS

Date: April 19, 2018

M.T. CAUSLEY, LLC

By: 
MICHAEL T. CAUSLEY
President
Date: April 19, 2018

Exhibit A Rate Sheet
For The City Of Treasure Island
 April 19, 2018

SERVICE	STANDARD HOURLY RATE	BEYOND 5 PM AND SATURDAYS*
Building Official	\$89per hour	\$133.50 per hour
Full-time Multi-certified, 1&2 Family Inspector, excluding natural disaster	\$74 per hour	\$111 per hour (no minimum)
Plans Examiners and Inspectors (on as-needed, on-call basis, excluding natural disaster events)	\$77 per hour	\$115.50 per hour
In the event of a natural disaster, the City will be provided with licensed, qualified staff to conduct damage assessment services If additional plans examiners and inspectors are required to perform construction plan review and inspection services	\$79 per hour \$79 per hour plus expenses i.e., lodging, travel, and meals	\$118.50 per hour \$118.50 per hour plus expenses i.e., lodging, travel, and meals
Architects and Engineer Services	\$144 per hour	\$216 per hour
Permit Clerk(s)	\$54 per hour	\$81 per hour

*Services requested for US Federal Recognized Holidays and Sundays will be provided at 2 times the standard hourly rate.

AMENDMENT OF CONTRACT FOR SERVICES

THIS AMENDMENT is made this 30th day of August, 2017 by and between **THE CITY OF TREASURE ISLAND FLORIDA** (hereinafter referred to as "CITY") and **M.T. CAUSLEY, LLC.**, hereinafter referred to as "MTC".

WHEREAS, the City and MTC executed the Proposal dated May 27, 2015 on July 8, 2015; and

WHEREAS, the City requests that MTC provide Flood Plain Management services on an as-needed basis; and

NOW, THEREFORE, the parties agree that the Proposal is hereby amended as follows:

1. MTC will provide the City with Flood Plain Management services on an as-needed basis
2. Services will be compensated based on eighty dollars (\$80) per hour.
3. All other provisions of the Proposal to the extent not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, CITY and MTC have executed this Amendment as of the day and year last written above.

ATTEST:

CITY OF TREASURE ISLAND, FLORIDA

By: [Signature]
City Clerk

By: [Signature]
Amy Davis, Interim City Manager

Date: 9-1-2017

Date: 9/1/2017

[Signature]
WITNESS

M.T. CAUSLEY, LLC

By: [Signature]
MICHAEL T. CAUSLEY
President

Date: August 30, 2017

Date: August 30, 2017

EXHIBIT A

M.T. CAUSLEY, INC.

BUILDING DEPARTMENT A
GOVERNMENTAL SERVICES

Exhibit A Rate Sheet

For The City Of Treasure Island

April 26, 2017

SERVICE	STANDARD HOURLY RATE	BEYOND 5 PM AND SATURDAYS*
Building Official	\$87 per hour	\$123 per hour
Full-time Multi-certified, 1&2 Family Inspector, excluding natural disaster	\$72 per hour	\$108 per hour (no minimum)
Plans Examiners and Inspectors (on as-needed, on-call basis, excluding natural disaster events)	\$75 per hour	\$112.50 per hour
In the event of a natural disaster, the City will be provided with licensed, qualified staff to conduct damage assessment services	\$77 per hour	\$115.50 per hour
If additional plans examiners and inspectors are required to perform construction plan review and inspection services	\$77 per hour plus expenses i.e., lodging, travel, and meals	\$115.50 per hour plus expenses i.e., lodging, travel, and meals
Architects and Engineer Services	\$142 per hour	\$213 per hour
Permit Clerk(s)	\$52 per hour	\$78 per hour

*Services requested for US Federal Recognized Holidays and Sundays will be provided at 2 times the standard hourly rate.

AMENDMENT AND RENEWAL OF CONTRACT FOR SERVICES

THIS RENEWAL is made this 27th day of April, 2017 by and between **THE CITY OF TREASURE ISLAND FLORIDA** (hereinafter referred to as "CITY") and **M.T. CAUSLEY, LLC**, hereinafter referred to as "MTC".

WHEREAS, the City and MTC executed the Proposal dated May 27, 2015 on July 8, 2015; and

WHEREAS, the Proposal provided for three, one-year renewal options to include a cost of living increase; and

WHEREAS, the City and MTC desire to extend the term of the Proposal; and

WHEREAS, the first renewal was executed on June 22, 2016, extending the agreement until July 17, 2017; and

WHEREAS, the City and MTC desire to pursue the second renewal extending the agreement until July 17 2018; and

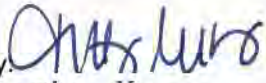
NOW, THEREFORE, the parties agree that the Proposal is hereby amended as follows:

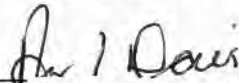
1. The term of the Proposal is renewed, effective on the day and year last written below and will continue in effect until July 17, 2018.
2. City will compensate MTC based on the revised rates described in Exhibit A, Rate Sheet.
3. All other provisions of the Proposal to the extent not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, CITY and MTC have executed this Amendment as of the day and year last written above.

ATTEST:

CITY OF TREASURE ISLAND, FLORIDA

By: 
City Clerk

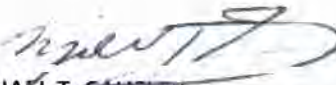
By: 
Amy Davis, Interim City Manager

Date: 6-20-17

Date: 6/20/2017

M.T. CAUSLEY, LLC


WITNESS

By: 
MICHAEL T. CAUSLEY
President
Date: April 27, 2017

Date: April 27, 2017

AMENDMENT AND RENEWAL OF CONTRACT FOR SERVICES

THIS RENEWAL is made this 14th day of June, 2016 by and between **THE CITY OF TREASURE ISLAND FLORIDA** (hereinafter referred to as "CITY") and **M.T. CAUSLEY, INC.**, hereinafter referred to as "MTC".

WHEREAS, the City and MTC executed the Proposal dated May 27, 2015 on July 8, 2015; and

WHEREAS, the Proposal provided for three, one-year renewal options to include a cost of living increase;

WHEREAS, the City and MTC desire to extend the term of the Proposal;

NOW, THEREFORE, the parties agree that the Proposal is hereby amended as follows:

1. The term of the Proposal is renewed, effective July 18, 2016 and will continue in effect until July 17, 2017.
2. All other provisions of the Proposal to the extent not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, CITY and MTC have executed this Amendment as of the day and year first written above.

ATTEST:

By: 
City Clerk

CITY OF TREASURE ISLAND, FLORIDA

By: 
Reid Silverboard
City Manager


WITNESS

M.T. CAUSLEY, INC.

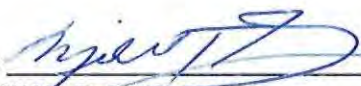
By: 
MICHAEL T. CAUSLEY
President

EXHIBIT 1

M.T. CAUSLEY, INC.
BUILDING DEPARTMENT &
GOVERNMENTAL SERVICES

PROPOSAL

May 27, 2015

To:

City of Treasure Island
C/O Ms. Paula Cohen
120 108th Avenue
Treasure Island, FL 33706

From:

M.T. Causley, Inc
97 NE 15 Street
Homestead, FL 33030

M.T. Causley, Inc. (MTC) proposes to supply Building Department Services in response to a request from the City of Treasure Island:

Scope of Services

MTC will provide the City with a Florida State licensed Building Official and Certified Floodplain Manager. MTC will supply a Building Official to oversee the Building Department's administration and provide plans review and inspection services as-needed. Services will be during the City's designated work schedule. Services can be provided beyond the typical business hours at an additional fee on a cost recovery basis.

The Building Official will be available 24-hours, 7-days a week to answer questions in person and by phone. Designated times can be established for the Building Official to be onsite to meet with City staff, property owners, architect/engineers and contractors. The Building Official's availability can be modified to meet the demands of the City. Additional Plan Examiners and Inspectors may be provided based on an on-call, as-needed basis to meet the needs of the City.

In the event of a natural disaster, MTC will provide the City with plan review and inspection services. MTC has access to a FEMA Coordinator should these services be required. Extended hours may be available to meet the needs of the City and the community prior to and following a natural disaster. Many of our staff members are trained in damage assessment. The benefit of MTC having employees located

throughout the state including Broward, Miami-Dade, Palm Beach, Monroe and Pasco Counties, as well as Belleview, is that these team members would be available to provide necessary relief and added services to the City. MTC also has agreements with other building departments throughout the state who have offered to send their staff to assist MTC if the need should arise due to a natural disaster.

Services will be conducted under the City's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

MTC will be responsible for:

1. Salaries and related taxes
2. Vacations
3. Continuing education courses
4. Vehicles and all related expenses
5. Telephones, cameras, laptops
6. Benefits including retirement
7. Insurance
 - a. Health Insurance
 - b. Automobile (owned and un-owned)
 - c. Professional Liability, Errors and Omission
 - d. General Liability
 - e. Workman's Compensation

City of Treasure Island will supply:

1. Furnished office space
2. All stationary and necessary forms
3. Access to computers, copy machines and telephone service within the City offices

Terms and Conditions:

1. The term of the contract will be for one year from July 18, 2015 to July 17, 2016, with the option of 3 one-year renewal options to include a cost of living increase.
2. Either the City or MTC may terminate this agreement after six months of the date of this agreement and upon 90 days written notice to the other party of the intention to terminate. City shall compensate MTC for services rendered up to the date of termination. Any notice to the City shall be sent to the Reid

City of Treasure Island
May 27, 2015

Silverboard, City Manager, 120 108th Avenue, Treasure Island, FL 34450.
Any notice to M.T. Causley, Inc., Inc., should be sent to Michael Causley, 97
N.E. 15th Street, Homestead FL 33030.

3. During the term of this agreement, and for a period of one year after termination of this agreement, the City shall not negotiate with or hire any individual who is employed with MTC at the termination of this agreement. The City shall not negotiate with or hire any individual who was employed by MTC during the term of this agreement for at least one year after termination of their employment with MTC.

Compensation:

1. City will compensate MTC, Inc. for services rendered based on the rate sheet hereto attached.

Acceptance

The parties have read the foregoing, understand the agreement completely and scope of work, and willingly enter into this agreement which will become effective on the date signed below by the CLIENT.



Reid Silverboard
City Manager
City of Treasure Island
120 108th Avenue
Treasure Island, FL 34450

7/8/15
Date



Michael T. Causley, President
M.T. Causley, Inc., Inc.
97 NE 15 Street
Homestead, FL 33030

5/27/15
Date

M.T. CAUSLEY, INC.
BUILDING DEPARTMENT &
GOVERNMENTAL SERVICES

Rate Sheet
For The City Of Treasure Island
May 27, 2015

SERVICE	STANDARD HOURLY RATE	BEYOND 5 PM AND SATURDAYS*
Building Official	\$85 per hour	\$90 per hour
Full-time Multi-certified, 1&2 Family Inspector, excluding natural disaster	\$70 per hour	\$90 per hour (no minimum)
Plans Examiners and Inspectors (on as-needed, on-call basis, excluding natural disaster events)	\$73 per hour	\$109.50 per hour
In the event of a natural disaster, the City will be provided with licensed, qualified staff to conduct damage assessment services	\$75 per hour	\$112.50 per hour
If additional plans examiners and inspectors are required to perform construction plan review and inspection services	\$75 per hour plus expenses i.e., lodging, travel, and meals	\$112.50 per hour plus expenses i.e., lodging, travel, and meals
Architects and Engineer Services	\$140 per hour	\$210 per hour
Permit Clerk(s)	\$50 per hour	\$75 per hour

*Services requested for US Federal Recognized Holidays and Sundays will be provided at 2 times the standard hourly rate.

PUBLIC ENTITY CRIME STATEMENT

PUBLIC ENTITY CRIMES

Pursuant to Subsections 287.133(2) and (3), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period

of 36 months following the date of being placed on the convicted vendor list."

I, _____, being an authorized representative
of _____, located at City: _____
State: _____ Zip Code: _____, have read and understand the contents
above.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2018,
by _____ who is personally known to me or has produced his/her
driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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

Issue Considered: Forward Pinellas is asking the City of St. Pete Beach to consider and approve an interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board on July 11, 2018

Date: August 28, 2018

Prepared By: Wayne Saunders, City Manager

Summary of Issue: Forward Pinellas provides planning, mapping and special project assistance to cities on an as needed basis.

The existing interlocal agreement for services with expires on September 30, 2018. The new agreement is essentially the same, with some minor language changes and updates in the staff hourly rates.

The new agreement will be effective October 1, 2018 and will remain in place for four years, with an opportunity to extend for one additional four-year period by mutual agreement. The agreement may be terminated at any time with proper notice by either party.

Funding: N/A

Requested Motion: “I move to approve the Forward Pinellas interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board on July 11, 2018.”

Attachment: Letter from Whit Blanton
Forward Pinellas Interlocal Agreement

Reviewed by the City Manager: WS



July 18, 2018

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



Dear Mr. Saunders:

Please find enclosed for consideration and approval by the City of St. Pete Beach a new interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board at its July 11, 2018 meeting.

At present, there is an existing interlocal agreement for said services with the City of St. Pete Beach that expires on September 30, 2018. The new agreement is essentially the same, with some minor language changes and an update in staff hourly rates to reflect the full range of potential services and current salaries.

The attached agreement provides the basis for any request from the City of St. Pete Beach for assistance from Forward Pinellas. There is no obligation to request such assistance, and Forward Pinellas is obligated to provide only such assistance as is mutually acceptable to both parties.

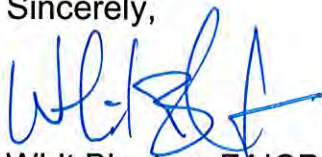
This new agreement begins on October 1, 2018 and will remain in place for four years, with an opportunity to extend for one additional four-year period by mutual agreement. However, the agreement may be terminated at any time with proper notice by either party.

If the agreement is satisfactory to the City of St. Pete Beach, please have it executed and returned to us for filing. After which, we will return a copy to you for your records.

Please call me with any questions or concerns that you may have. I am also available to address your Commission concerning the agreement if need be.

We appreciate the opportunity to continue our mutually productive relationship in the future.

Sincerely,



Whit Blanton, FAICP
Executive Director

Enclosure

cc: The Honorable Mayor Johnson
Rebecca Haynes, City Clerk
Mayor Joanne "Cookie" Kennedy, Forward Pinellas Representative

INTERLOCAL AGREEMENT
FOR
PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK
WITH THE
CITY OF ST. PETE BEACH

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as "Agreement", is made and entered into this _____ day of _____, 20____, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as "Forward Pinellas,") and the CITY OF ST. PETE BEACH (hereinafter referred to as the "Local Government").

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2014; and

WHEREAS, the current interlocal agreement between the parties expires on September 30, 2018; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

Section 2. Term

The term of this Agreement shall be from October 1, 2018 through September 30, 2022; which term may be renewed by mutual written agreement, signed by both parties, for one additional four-year period through September 30, 2026, unless terminated as provided for elsewhere in this Agreement.

Section 3. Scope of Services

- A. The, Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.
- B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.
- C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.
- D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
- E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable therefor.

Section 4. Charges

- A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.

- B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.
- C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.
- D. The fee schedule may be revised by mutual written consent, signed by both parties, and included as an addendum to this Agreement.

Section 5. Use of Product

- A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.
- B. Forward Pinellas has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.
- C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.
- D. Nothing contained in this Agreement shall prohibit either party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.
- E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

Section 6. Accounting and Records

- A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.
- B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Section 7. Notice

Notice by either party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas
Attn: Whit Blanton, Executive Director
310 Court Street, 2nd Floor
Clearwater, FL 33756

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

Section 8. Construction

This Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

Section 9. Termination

This Agreement may be terminated by either party at any time by giving the other party not less than thirty days' notice of such termination. In the event this termination provision is exercised by either party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

Section 10. Filing; Effective Date

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the parties, and shall take effect upon such filing.

Section 11. Successor Agency

In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any further written agreement between the parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates referenced below.

FORWARD PINELLAS

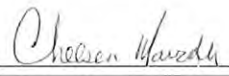
Attest:

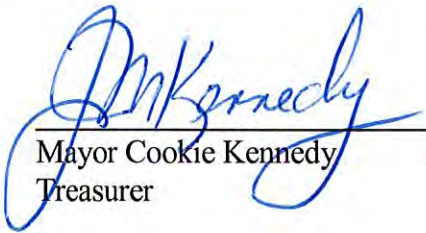

By: Whit Blanton, FAICP
Executive Director


By: Vice Mayor Doreen Caudell
Chair

Approved as to form:

Date: _____


By: Chelsea Hardy
Assistant County Attorney


By: Mayor Cookie Kennedy
Treasurer

LOCAL GOVERNMENT

Attest:

By: Rebecca Haynes
City Clerk

By: Alan Johnson
Mayor

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. Ongoing Planning Services

- A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Ongoing planning services may include, but is not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

II. Mapping Services

- A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Mapping services may include, but is not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.
- C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

III. Special Planning Projects

- A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.
- B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, as determined to be consistent with the mission and role of Forward Pinellas.

EXHIBIT B

PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following hourly rates:

1.	Executive Director	\$109.00/hour
2.	Supervising Planner	\$72.00/hour
4.	Principal Planner	\$62.00/hour
5.	Planner/Analyst	\$48.00/hour
8.	Communications Specialist	\$55.00/hour
9.	Administrative Support	\$36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects

Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.

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

Issue Considered: Authorization to execute grant agreement no. LP52030 with the Florida Department of Environmental Protection for sanitary sewer improvements.

Date: August 28, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Staff is requesting authorization to execute a grant agreement with the Florida Department of Environmental Protection. The City was awarded a \$1,000,000 appropriation for sanitary sewer improvements prior to the Fiscal Year 2018 budget, contingent upon final approval of a project work plan. The attached project work plan secures the funding through December 31, 2021.

Requested Motion: “I move to authorize the execution of grant agreement no. LP 52030 with the Florida Department of Environmental Protection for sanitary sewer improvements.”

Attachment: State of Florida Department of Environmental Protection Standard Grant Agreement

Reviewed by the City Manager: WS

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): St. Pete Beach Sanitary Sewer Improvements		Agreement Number: LP52030	
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000		(Department)	
Grantee Name: City of St. Pete Beach		Entity Type: Local Government	
Grantee Address: 155 Corey Avenue, St. Pete Beach, FL 33706		FEID: 59-6000423 (Grantee)	
3. Agreement Begin Date: Upon Execution		Date of Expiration: December 31, 2021	
4. Project Number: (If different from Agreement Number)		Project Location(s): Lat/Long (27.7220, -82.7402)	
Project Description: The Grantee will install a new force main extension from the existing force main discharge point for Pump Station #3 to the wet well at Pump Station #2.			
5. Total Amount of Funding: \$1,000,000.00	Funding Source? ☒ State ☐ Federal ☐ State ☐ Federal ☐ Grantee Match	Award #s or Line Item Appropriations: FY 17-18, GAA Line Item 1606A	Amount per Source(s): \$1,000,000.00
Total Amount of Funding + Grantee Match, if any:			\$1,000,000.00
6. Department's Grant Manager Name: Evan Beitsch or successor Address: Department of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399 Phone: (850)245-2993 Email: evan.beitsch@floridadep.gov		Grantee's Grant Manager Name: Vince Tenaglia or successor Address: St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706 Phone: (727)363-9250 Email: vtenaglia@stpetebeach.org	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
☒ Attachment 2: Special Terms and Conditions			
☒ Attachment 3: Grant Work Plan			
☒ Attachment 4: Public Records Requirements			
☒ Attachment 5: Special Audit Requirements			
☐ Attachment 6: Program-Specific Requirements			
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.			
☐ Attachment 8: Federal Regulations and Terms (Federal)			
☐ Additional Attachments (if necessary):			
☒ Exhibit A: Progress Report Form			
☐ Exhibit B: Property Reporting Form			
☒ Exhibit C: Payment Request Summary Form			
☐ Exhibit D: Quality Assurance Requirements for Grants			
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo			
☐ Additional Exhibits (if necessary):			

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of St. Pete Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Wayne Saunders, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Evan Beitsch, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

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The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

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charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

Attachment 1

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- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LP52030**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is St. Pete Beach Sanitary Sewer Improvements The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridadep.gov.

15. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: St. Pete Beach Sanitary Sewer Improvements

PROJECT LOCATION: The Project will be generally located in the outside north-bound lane of Gulf Boulevard from an existing force main discharge in a manhole in Gulf Boulevard at the 37th Avenue intersection to the existing pump station wet well at 55th Avenue within the City of St. Pete Beach in Pinellas County; Lat/Long (27.7220,-82.74021). See Figure 1 for a location map.

PROJECT BACKGROUND: In 2016, the City of St. Pete Beach (Grantee) completed a comprehensive Sanitary Sewer Capacity Report to identify and prioritize sewer overflow conditions within the City and eliminate or reduce the problem. The project was identified as one of the top three initiatives that would reduce the demand being placed on the main gravity trunk line that travels the length of the island. The current sewer system has limited capacity and overflows during major storm events, resulting in discharge into Boca Ciega Bay. The Project will include the installation of a new force main extension from the existing force main discharge point for Pump Station #3 to the wet well at Pump Station #2. The Project will increase the Grantee's sewer system capacity to mitigate sewage overflow.

PROJECT DESCRIPTION: The Grantee will install a new force main extension from the existing force main discharge point for Pump Station #3 to the wet well at Pump Station #2.

The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Documentation: The Grantee will complete the design of the new force main extension and obtain all necessary permits for construction of the project.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverable 2: The Grantee will construct the new force main extension in accordance with the construction contract documents.

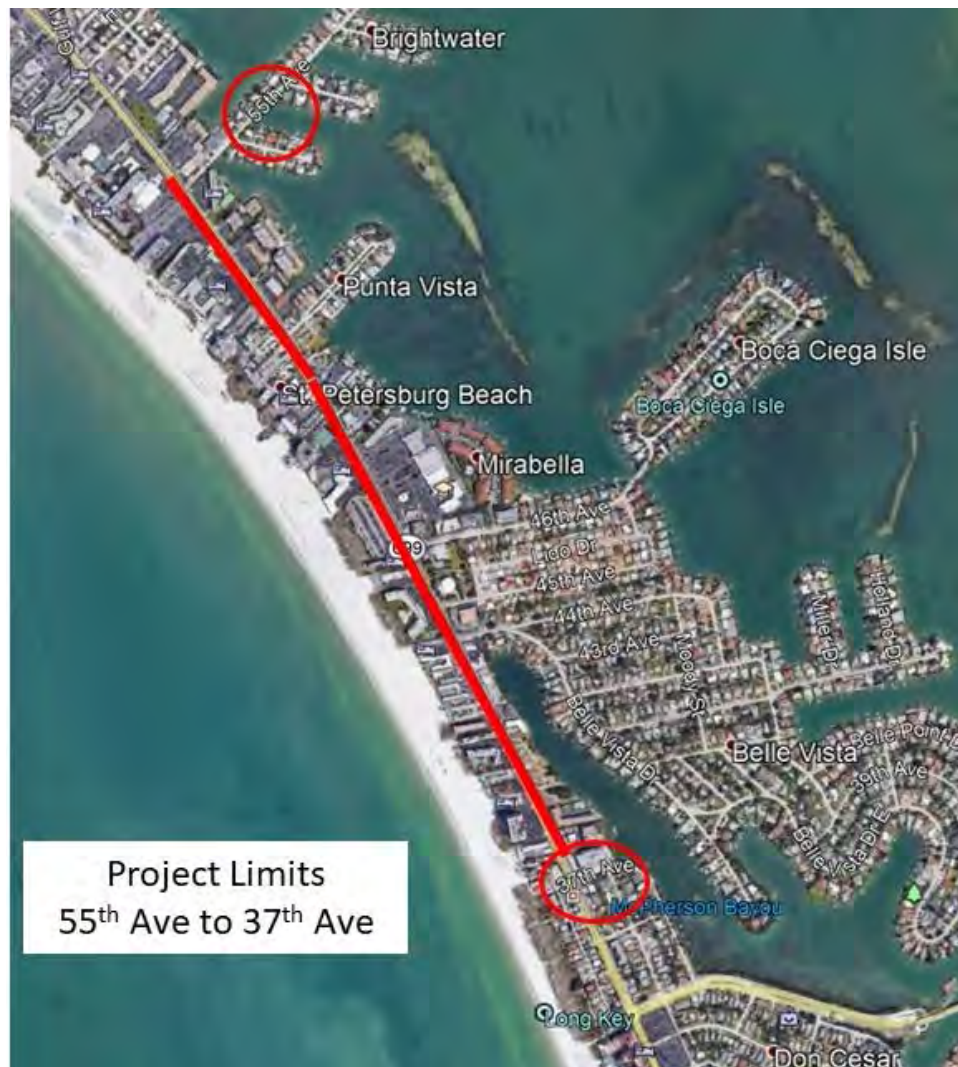
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$287,000	07/01/2017	06/30/2021
2	Construction	Contractual Services	\$713,000	07/01/2017	06/30/2021
Total:			\$1,000,000		

Figure 1: Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FY 17-18, GAA Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	1,000,000	140047

Total Award	\$1,000,000
-------------	-------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	LP52030
Grantee Name:	City of St. Pete Beach
Grantee Address:	155 Corey Avenue, City of St. Pete Beach, FL 33706
Grantee's Grant Manager:	Vince Tenaglia
Reporting Period:	
Project Number and Title:	LP52030-St. Pete Beach Sanitary Sewer Improvements

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:

A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task #: Description: _____

Progress for this reporting period:

Identify any delays or problems encountered:

Task #: Description: _____

Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP52030 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. LP52030 Payment Request No. _____ Request Date: _____

Grantee: (Name & Mailing Address)	City of St. Pete Beach
	155 Corey Avenue
	St. Pete Beach, FL 33706
Grantee's Grant Manager	Vince Tenaglia

Task No(s). _____ Task Amount(s) Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

**Engineer's Certification
of Payment Request**

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the project
(name of Grantee)
described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. _____:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

PAYMENT REQUEST NUMBER: Number of payment request

REQUEST DATE: Date request is submitted

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

TASK NO.: This is the number of the task that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

ENGINEER'S CERTIFICATION: Must be signed by Professional Engineer when Construction is being requested for reimbursement.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:	City of St. Pete Beach				Payment Request No.:		
DEP Agreement No.:	LP52030						
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
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Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

Local Share or Other Funding or Amount Not Requested: Portion of invoice paid for by Grantee, that is not being requested for reimbursement by this grant

2 **Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).

3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **Water and Springs Restoration Program**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: WSRP@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb 1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Proof of payment (copies of canceled checks, front and back or EFT verification)
- 5) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Evan Beitsch (850) 245 2993
evan.beitsch@floridadep.gov

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

Issue Considered: Lease agreement with Starson LLC, for the Beach Concession Operations at Upham Beach and Pass-A-Grille Beach.

Date: August 28, 2018

Prepared By: Wayne Saunders, City Manager

Summary of Issue: The City Commission at the Tuesday August 14, 2018 meeting, directed staff to negotiate an agreement with Mike Janecek, Stardom, LLC for the operation of the Pass-A-Grille and Upham Beach Concessions. Attached is the proposed agreement.

Funding: N/A

Requested Motion: “I move to approve the lease agreement with Starson LLC, for the Beach Concession Operations at Upham Beach and Pass-A-Grille Beach.”

Attachment: Starson LLC, Lease Agreement

Reviewed by the City Manager: WS

LEASE AGREEMENT
BEACH CONCESSION OPERATIONS AT PASS-A-GRILLE AND UPHAM BEACH

THIS LEASE AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF ST. PETE BEACH, a Florida municipal corporation, with a principal office located at 155 Corey Avenue, St. Pete Beach, Florida 33706, hereinafter referred to as "City" and STARSON, LLC, a Florida Limited Liability Company, with a principal office located at, 423 Lotus Path, Clearwater, Florida 33756, hereinafter referred to as "Lessee." The City and Lessee together shall be referred to as the "Parties."

WHEREAS, the City is the owner of certain premises commonly known as the Pass-A-Grille and Upham Beach Concession Facilities located within the City of St. Pete Beach and as more particularly described in **Exhibit "A"** which are attached and incorporated herein as and for the description of the leased premises (Premises), and

WHEREAS, the City properly issued a Request for Proposals, attached and incorporated hereto as **Exhibit "B"** and the City Commission authorized the selection of Lessee at its August 14, 2018 public hearing; and

WHEREAS, Lessee is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same, more fully described by **Exhibit C**, which attached and incorporated hereto; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and Lessee; and

WHEREAS, Lessee desires to lease said Premises.

NOW, THEREFORE, upon the mutual covenants contained herein and other good and valuable consideration to be paid by the Lessee to City as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. **PREMISES:** The City hereby leases to the Lessee and Lessee hereby leases from the City, subject to the terms and conditions set forth in the scope of work and herein, that certain Premises described in Exhibit "A" attached and incorporated herein, Said Premises located within the City of St. Pete Beach, Pinellas County, Florida.
2. **INSPECTIONS:** The leased Premises have been inspected by both Parties and by the execution of this Lease both Parties accept the Premises in their present condition.
3. **TERMINATION FOR CONVENIENCE:** At any time, the City may terminate this Agreement for convenience, in whole or in part, when it is deemed in the best interests of the City, by giving Lessee at least ninety (90) days prior written notice delivered in accordance with Section 21. The City may not exercise this clause in bad faith, to arbitrary

dishonor obligations under this Agreement, or to avoid a breach claim. In the event the City terminates for convenience, the Lessee shall be entitled to recoup a percentage of the capital invested into the Premises.

4. LEASE TERM: The term of this Lease shall be for five (5) years and shall commence on August 31, 2018. The lease will expire on August 31, 2023. One (1) additional (5) year extension is available upon mutual agreement of both Parties. Lessee shall notify the City at least one hundred twenty (120) days prior to the expiration of the current term and option whether Lessee wishes to extend the term as provided above. The City Manager reserves the right to re-bid this lease, should it be in the best interest of the City. The City will notify the Lessee within sixty (60) days of Lessee's notice to extend, of their acceptance or not.
5. RENT: Lessee, in consideration of the leasing of Premises and the performance of City of the covenants and agreements herein provided to be performed by it, hereby covenants and agrees to pay rent to City in accordance with the following provisions:
 - a. Rent payment, generally. All rent payments shall be paid in equal monthly installments on or before the first day of the month. Monthly rent due shall be \$15,000.00.
 - b. Rent escalation. Effective October 1, 2019 and for each successive calendar year through the remaining term of this Lease, annual rent shall be the sum of twelve (12) monthly installments as provided in Section 4(a) and 4(b), plus an annual compounding increase. The annual compounding increase shall take effect each October 1, and shall be the greater of:
 - i. Three percent (3%) increase, or
 - ii. The cost of living increase as measured by the United States Department of Labor Consumer Price Index All Urban Consumers (CPI-U), South Urban Area, for the preceding December through November 12-month period.
 - iii. In the event the United States Department of Labor ceases to publish the above-mentioned Consumer Price Index, City and Lessee shall agree on a substitute index within forty-five (45) days after either party has notified the other that said index is no longer published. In the event the Parties fail to agree upon a substitute index, City shall substitute an index recognized by the United States Government of equal quality, which gathers economic information, and which is published as an index reflecting increases or decreases in the cost of living in the United States.
 - c. Inoperability. At any time during the term of this Lease, should a concession facility become inoperable or significantly diminished as determined by the City Manager due to force majeure for any length of time and where the business of the Lessee is obviously affected, the monthly rent may-be reduced by an amount negotiated by the City and the Lessee. This may include, but is not limited to,

acts of nature such as red tide and major storm events.

- d. License fees. Lessee shall obtain all permits and licenses required by any and all laws of any Federal, State, or local governmental agency and the ordinances of the City of St. Pete Beach and pay all fees therefore.
- e. Commercial Lease Tax. In the event the publicly-owned recreational facility tax exemption applicable to concession services is amended, Lessee shall pay the applicable commercial lease tax on the monthly rental of Premises from City. Any such taxes shall be paid to City in addition to the rent established in Sections 4(a) and 4(b) of this Lease.
- f. Monthly Payment of Rent. Lessee shall make its monthly rental payment payable to the "City of St. Pete Beach" and directed to the Administrative Services Department located at 155 Corey Ave, St. Pete Beach, Florida 33706, unless otherwise directed in writing (including email) by the City.

6. PERMITTED USE OF PREMISES BY LESSEE:

- a. Concession facilities shall be open to the public daily from 8 a.m. until 30 minutes after sunset unless otherwise approved by the City.
- b. Sale of food products prepared on site or packaged. The menu of sale items shall be in general agreement with the sample menu provided in Lessee's response to the City's Request for Proposals.
- c. Sale of beer and wine subject to compliance with all Federal, State and Local laws, codes and regulations. Lessee must obtain all required licenses, permits and liquor insurance. Beer and wine shall be served only in single disposable biodegradable cups. No glass or metal containers are allowed. Package sales are prohibited. All cups must contain establishment logo or name as approved by the City. Except for tap handles, advertising for beer and wine shall only be as menu item with no specific or separate advertising.
- d. Sale of clothing, souvenirs, sundries, gifts and other merchandise approved by the City.

7. PROHIBITED USE OF PREMISES BY LESSEE:

- a. Engage in any unlawful, improper or offensive uses.
- b. Engage in any residential use on the Premises.
- c. Use of the Premises in any manner which would cause damage or injury to

the leased Premises.

- d. Conduct any use or activity, which the City determines is not consistent with the character of the permitted uses as set forth above. If the City determines a use or activity is inconsistent with the permitted uses and activities, the City shall issue a written notice to the Lessee to discontinue the use or activity and the Lessee shall have thirty (30) days from the receipt of said notice to discontinue the use or activity.
- e. Amplified music, live or not, without prior approval via the City of St. Pete Beach special event application process, except for ambient music approved by City.
- f. Store materials or equipment outdoors without prior written approval of City.
- g. Accept deliveries at unreasonable hours as determined by City.
- h. Construct, add, or modify any exterior signage without prior written approval of City.
- i. Provide happy hour or other alcohol specials.
- j. Allow alcohol consumption outside Premises.

8. RESPONSIBILITIES OF LESSEE:

- a. Operation. The Lessee shall provide all equipment and merchandise necessary for the operation of the concession facilities. The Lessee shall be responsible for keeping the leased Premises free of all trash, garbage, and other debris and shall be responsible for picking it up and depositing it in trash containers. The Lessee understands that the City expects the Premises and concession facilities to be maintained and operated as first-class facilities with modern/working equipment; and in that regard, throughout the term of this Lease, the Lessee is expected to operate the concession facilities in a manner consistent with said expectations and objective of the City. The City Manager or designee shall be responsible for determining whether the Lessee has met the standards set by this paragraph.
- b. Responsible Lessee Staffing or Agents. Lessee shall provide City with a written list of all responsible employee(s) or agent(s) and provide contact information if requested by City in writing (including email). The employee(s) or agent(s) shall have proof of being employed (e.g., name tag, ID, uniform, etc.) with full authority to act for the Lessee in all cases and to carry out any instructions relative to the Lease, which may be given, by City or its agent.
- c. City Access. City, its agents, employees, or any person duly authorized by the City of St. Pete Beach shall be given free access to the leased Premises for the purposes of making inspections to ascertain whether the Premises are maintained

and operated to the standards hereto specified:

- i. Allowing future prospective lessees to inspect and examine Premises with two (2) business days written notice (including email).
- d. Public Restrooms. Restrooms will be open to the public from 6:00 a.m. until 30 minutes after sunset every day regardless of the hours of concession operation or weather conditions. City, its agents, or employees shall closely monitor the maintenance of the restroom facilities. Daily cleaning is required at minimum, as well hourly checks for cleanliness. Paper goods and restroom supplies are to be furnished by the Lessee. Restroom facilities must be maintained in accordance with conditions required by any City, County, State and/or Federal law. Plumbing repairs to these public restroom facilities and outside showers shall be the responsibility of the City. City may remodel existing restrooms and they shall meet minimum ADA standards.
- e. Lessee shall purchase any Business License or other licenses required by the City of St. Pete Beach.
- f. The City shall pay any applicable taxes which may be levied on the City's Premises and its contents, when due and shall bill the Lessee for such taxes which shall be due and payable upon receipt.
- g. Lessee shall not assign this lease or sublet the Premises or any part thereof.
- h. Lessee shall quit the leased Premises at the end of the term or any renewal thereof, in as good condition as said Premises now are, ordinary wear, decay and damage excepted.
- i. Before Lessee can make any change in the appearance of the buildings or improvements located on the Premises, including a change in the color of the paint and/or stain used on said improvements, Lessee shall obtain the written approval of the City.
- j. Lessee and City mutually understand and agree that nothing contained in this Lease is intended, or shall be construed, as creating or establishing the relationship of joint venture partners, agents, or representatives of the City for any purpose or in any manner whatsoever.
- k. Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease and increase same, and not to divert or cause, or allow to be diverted any business from the concession.
- l. Lessee shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or Premises caused by its operations at

leased Premises and shall indemnify, defend and save harmless the City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or Premises of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence, or improper conduct of the Lessee or any of its agents or employees.

- m. Lessee Maintenance Responsibilities. Maintenance shall be at the Lessee's sole expense and shall be subject to general inspection by the City to ensure a continuing quality of maintenance and appearance and physical condition of the leased Premises, including the area of the dumpsters.
- n. The Lessee shall provide the necessary management, labor and materials, for janitorial and custodian services, trash and garbage removal services and for any and all other related services necessary to maintain the leased Premises in a clean sanitary condition and safe throughout the term of this Lease.
- o. Waste pipes and grease traps providing and leading from the Premises, which are located both interior and exterior of the facility and those portions of all utility lines supplying said Premises which are located outside the Premises unless such utility lines are maintained or repaired by utility companies.
- p. Servicing of grease traps as required by applicable City ordinance(s). Documentation of such service shall be provided to City quarterly throughout the term of this Agreement.
- q. All repair and maintenance for air conditioning, ventilating and exhaust equipment, including wiring, pipes, conduits and other associated equipment with the concession and gift shop business.
- r. Maintain hot and cold-water services to the concession business.
- s. Maintain and repair concession serving windows, screens, doors and shutters.
- t. Pest exterminating services needed to keep Premises clean and sanitary.
- u. Premises Damages. The Lessee shall be responsible for all damage or injury to Premises caused by the use of the leased Premises, ordinary wear and accepted. Lessee shall be responsible for repairs to plumbing, electrical and the food serving shutters in concession area.
- v. Miscellaneous. Lessee shall keep all equipment and fixtures, furnishings and other Premises installed by it in good operating condition and repair.
- w. Lessee shall furnish all necessary utilities including electricity, gas and telephone,

which may be required on the leased Premises. A default by the Lessee in the payment of any utility bill shall constitute a default under the terms of this Lease.

- x. Beach wheelchair if provided by City, shall be kept clean and secured and made available upon request. City shall be responsible for repairs and/or replacement.

8. CITY RESPONSIBILITIES:

- a. All exterior and structural repairs to the concession buildings other than what's being proposed in this Agreement.
- b. Water and sewer service, drainage and waste pipes in connection with the public restrooms.
- c. Lights, wires, and conduits, ventilating fans associated with the restrooms facilities. The City will remodel existing restrooms and will provide temporary restrooms at the City's expense during remodel.
- d. Exterior decorative security pole lights.
- e. All seawall repairs and maintenance.
- f. City shall provide two (2) parking spaces that are reserved for the lessee in close proximity to the concession facilities.

9. IMPROVEMENTS TO LEASED PREMISES:

- a. Upon prior written approval by City, Lessee shall have the right to make alterations to the leased Premises in conformity with the general architectural and design criteria approved by the City for the Premises. Lessee must obtain all required permits at Lessee expense and all plans must be approved by the City.
- b. Existing business identification signage may be retained but not altered except for name change. Alteration may be considered by the City but must be approved by the City and at a minimum meet the City's sign regulations.

10. BOOKS, PUBLIC RECORDS AND AUDITS:

- a. Books and Records. Notwithstanding all applicable Public Records laws, Lessee agrees to keep accurate books and records in accordance with recognized accounting practices concerning all gross receipts from sales as herein defined and to keep and preserve in the City for a period of seven (7) years following the end of each lease year full, complete and true records thereof. All books and records maintained by Lessee relating to gross receipts shall be available, with prior written notice (including email) at all reasonable business hours for inspection and copying by City and its agents.

- b. Finality of Report. Unless City serves notice of dissatisfaction to Lessee within thirty (30) days after the receipt of any statement submitted by Lessee as herein provided, such statement shall be deemed final and binding.
- c. Public Records. Lessee shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "D". IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEES' 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).

11. INSURANCE:

- a. Fire, Premises Damage and Other Hazard. The Lessee shall, at its expense, carry fire insurance, property damage insurance, alcohol liability, and such other hazard insurance as may be deemed necessary to protect the City's interest in the leased Premises from any loss or damage occasioned by the Lessee's use of the leased Premises. Lessee shall pay for insurance of Lessee's personal property on said premises. The Lessee shall defend any action instituted against the City as a result of any such Premises damage or personal injury. Lessee shall be responsible for damages caused by Lessee's sole negligence. Provided, however, that the City may, at its option determine to employ and be responsible to pay its own counsel.
- b. Liability and Premises Damage. Lessee, at its own expense, shall keep in force during the term of this Agreement, insurance issued by responsible insurance companies and in form acceptable to the City, for the protection of City against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City, by reason of damage to the Premises of, injury to or death of any person or persons on account of any matter or thing which may occur on the leased Premises, in a policy or policies in the amount of One Million Dollars, (\$1,000,000.00) and naming the City as additional insured, provided that such coverage may be limited by the usual and customary limitations and additions contained in standard owners-landlord-and tenant policies written by the majority of stock or mutual insurance companies doing business in the City of St. Pete Beach and provided such policies shall protect the City against products liability in the amounts set forth above.
- c. Workers' Compensation. Lessee shall procure and obtain Workers Compensation insurance during the term of this Lease as required by law.
- d. Payment of Insurance. Said insurance shall be procured by the date of the

execution of this Agreement and shall be kept and shall be maintained in full force and effect throughout the entire term of this Agreement or any extension thereof at the sole expense of the Lessee. Copies of all such policies shall be delivered to City and the City shall receive copies of any notices of termination of said insurance.

12. INDEMNIFICATION & HOLD HARMLESS/NON-WAIVER OF SOVEREIGN IMMUNITY.

- a. Indemnification and Hold Harmless. Lessee covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Lessee during the performance of this Agreement, whether direct or indirect, and whether to any person or Premises to which City or said Parties may be subject, except that neither Lessee nor any of its sub-Lessees will be liable under this section for damages arising out of injury or damage to person or persons directly caused or resulting from the sole negligence of City or any of its officers, agents or employees.
- b. Non-Waiver of Immunity. Notwithstanding anything in this Agreement, or any amendments thereto to the contrary, nothing contained in this Agreement or any amendments thereto shall be construed as modifying, limiting, restricting, waiving or otherwise adversely affecting any sovereign immunity defenses and limitations available to City under Florida law.

13. CITY'S RIGHT OF ACCESS: Lessee shall allow City, through its designated agents, free access to the leased Premises for the purpose of examining the same to ascertain if they are in safe, sanitary conditions and in good repair; to make repairs, renewals or restorations to the extent required to be made by City under other sections of this Lease; and to inspect the leased Premises from time to time, in order to assure itself of compliance with the terms and conditions of this Lease. With respect to the operation and use of the Premises, Lessee shall comply immediately with any recommendation made by City regarding cleanliness, sanitation, maintenance, as well as compliance with any local, state or federal law.

14. NONDISCRIMINATION: Lessee shall not discriminate against any person, employee or applicant for employment because of race, color, religion, sex, age or national origin.

15. SECURITY DEPOSIT: As security for the faithful performance of Lessee's obligations as created hereunder or as provided by law, the Lessee shall deposit with City Fifteen thousand (\$15,000) dollars. City shall hold as a Security, said security deposit, and it shall be returned to the Lessee at the end of the lease, if Lessee furnishes City with proof of compliance with all terms of this Agreement, including the payment of all utilities and improvements, and that City has inspected the premises and finds no defaults of Lessee's obligations requiring forfeiture of all or part of said security deposit. The security

deposit is subject to the annual escalator provisions established in Sections 4(c) of this Agreement and will be held on deposit in an amount equivalent to the product of the base monthly fee and all applicable escalations thereafter. Lessee shall remit the deposit balance due relating to annual increase provisions on or before June 1 of each calendar year throughout the term of this Agreement.

16. DISPOSITION OF STRUCTURE AND IMPROVEMENTS: Upon the termination of this Agreement by a lapse of time or otherwise, including Lessee's default, the Concession facility, including improvements made thereto, shall become the property of the City and shall not be removed by the Lessee.
17. DEFAULTS: A default shall occur in the event the Lessee fails and/or refuses to comply with any of the terms or conditions contained in this Agreement; or if the Lessee fails and/or refuses to comply with any applicable law, code or ordinance. In any of the following events, City, at any time hereafter, shall have the right at City's election immediately to terminate this Agreement:
 - a. Failure to pay rent. In the event Lessee shall fail to pay the rent in the amounts and at the time and in the manner herein provided and such failure shall continue for thirty (30) or more days;
 - b. Violations of covenant. In the event Lessee shall fail to keep and perform or shall violate the terms, covenants and conditions of this Agreement on its part to be kept and performed, and Lessee shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Lessee;
 - c. Insolvency. If Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or insolvency, or shall be adjudged a bankrupt, or in the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Agreement.
 - d. Abandonment. In the event Lessee shall vacate or abandon said Premises, or, shall permit the same to remain vacant or unoccupied without the consent of City.
 - e. Maintenance. In the event said Premises shall not be maintained by Lessee as herein required, City may enter said Premises (without such entering, causing or constituting a termination of this Lease or any interference with the possession of the leased Premises by Lessee) and may cure the default of Lessee. Should such event occur, Lessee agrees to pay City in addition to the rent hereby reserved all reasonable costs and expenses incurred by City in curing such default. Such maintenance shall be at the Lessee's sole expense and shall be subject to general inspection by the City to insure a continuing quality of maintenance and

appearance and physical condition of the leased Premises commensurate with maintenance, health and safety standards established by the City.

- f. Insurance. In the event of the failure of the Lessee to maintain such insurance as provided herein, the City shall have the right to terminate this Agreement immediately and to take such other steps as the City deems appropriate in order to cancel and terminate said Agreement.

18. REMEDIES.

- a. Repossession by City. Upon the occurrence of any one or more of the events of default specified in Section 17 hereof, Lessee's rights to possession of the leased Premises shall terminate and Lessee shall surrender possession thereof immediately. In such event Lessee hereby grants to City full and free license to enter into and upon said Premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said Premises, or any part thereof, and City may use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary; and City may repossess said Premises, but said entry of said Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in this Agreement, to be performed by Lessee. Lessee shall make no claim of any kind against City, its agents and representatives by reason of such termination or any act incident thereto.
- b. Dispute Resolution. This Agreement shall be construed under Florida Law. The Parties agree that all controversies, claims and other matters in question between the Parties arising out of or relating to this Agreement or its breach shall be resolved through mediation. Upon notice of any party to the Agreement of a dispute, question or controversy, the Parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least 40 (forty) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) days of a notice of the dispute between the Parties, the Parties may proceed with a civil action in the state court with jurisdiction over the dispute.
- c. Damages. In any action brought to enforce this Agreement, the successful party may recover reasonable court costs and attorneys' fees for bringing the action.
- d. Other Remedies. City may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any

other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

- e. Removal of Premises. Any and all Premises which may be removed from the leased Premises by City pursuant to the provisions hereof or of law, may be handled, removed or stored by City at the sole risk, cost and expense of Lessee, and City shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to City upon demand any and all storage charges against such Premises so long as the same shall be in City's possession or control.
 - f. Security Deposit. In addition to the foregoing, in the event of default, Lessee shall forfeit any right to the security deposit and City shall be entitled to said security deposit as payment for any damages resulting from Lessee's breach.
19. WAIVER DEFAULT: The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of City's right to act or of any other right hereby given to City, or as an election not to proceed under the provisions of this Agreement.
20. EFFECTS OF DEMANDS: The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any thirty (30) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased Premises. City may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which City may have by virtue hereof.
21. NOTICES:
- a. City. In every case where, under the provisions of this Agreement, it shall be necessary or desirable for Lessee to give to or serve upon City any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

City Manager
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, Florida 33706
 - b. Lessee. Lessee shall be responsible for keeping Lessor informed of any and all

names, address and email changes. In every case where under the provisions of this Agreement it shall be necessary or desirable for City to give to or serve a written or printed copy of said notice or demand by registered mail, postage prepaid, or by personal service, addressed as follows:

Starson, LLC
423 Lotus Path
Clearwater, Florida, 33756
Email: _____

And

Gottlieb & Gottlieb P.A.
2475 Enterprise Road, Suite 100
Clearwater, Florida 33763
Email:_____

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

Starson, LLC:
Lessee

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL CORRECTNESS:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”
Leased Premises

EXHIBIT “B”

City’s Request for Qualifications (RFQ)

EXHIBIT “C”

Lessee’s Proposal

EXHIBIT “D”

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.

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

Issue Considered: Request authorization for the City Manager to enter into an agreement for the purchase of BLK 54, lots 11, 14 and SW'SY ½ of lots 15 and 16 with a purchase price of \$600,000 with the City agreeing to pay closing costs.

Date: August 28, 2018

Prepared By: Wayne Saunders, City Manager

Summary of Issue: The owner of BLK 54, lots 11, 14 and SW'LY ½ of Lots 15 and 16 approached the city informing us of his intent of selling this property. Lots 11 and 14 have been leased by the City for several years and have been used as parking for the library. Lots 15 and 16 have two structures, a boarded up apartment and a single family house. The owner's asking price was \$680,000. An appraisal ordered on the property by the City valued the property at \$600,000. The owner has agreed to accept the appraised value as long as the City would pay closing costs. We are asking the Commission's authorization to enter into a purchase agreement with the owner.

Funding: To be determined

Requested Motion: "I move to authorize the City Manager to enter into the purchase agreement with Corey Properties II, LLC to purchase real property with a purchase price of \$600,000 with the City agreeing to pay closing costs."

Attachment: Pinellas County Property Appraiser information for BLK 54, lots 11, 14 and SW'LY ½ of Lots 15 and 16.
Purchase and Sale Agreement

**Reviewed by the
City Manager:** WS

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT by and between COREY PROPERTIES II LLC, a Florida limited liability company, and its successors and assigns (the "**Seller**") and CITY OF ST. PETE BEACH, a Florida body politic (the "**Purchaser**") is entered into and effective on the date it is last executed by the Seller or Purchaser (the "**Effective Date**").

RECITALS:

A. Seller is the owner of certain property located in Pinellas County, Florida.

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. Sale of Property. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, that certain real property located in Pinellas County, Florida, described or shown on Exhibit A, attached hereto and made a part hereof, together with all appurtenances, easements and privileges thereto belonging, including all right, title and interest of the Seller in and to any easements, strips, gores, appurtenances, streets, alleys or ways adjoining the real property (collectively, the "**Property**").

2. Definitions. For purposes of this Agreement, the following terms are defined as hereinafter set forth:

"**Agreement**" shall mean this Real Property Purchase and Sale Agreement, as it may be amended from time to time.

"**Closing**" shall mean the execution and delivery of the Transaction Documents and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property.

"**Closing Date**" shall mean the date on which the Closing shall occur, as set forth in Paragraph 7 herein.

"**Encumbrance**" shall mean and include any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"**Environmental Law**" shall mean any federal, state or local statute, regulation or ordinance or

any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state of local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety & Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

"Hazardous Materials" shall mean any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"Purchase Price" shall mean the total consideration to be paid by the Purchaser to the Seller for the Property.

"Survey" shall mean a survey of the Property certified by a Florida Registered Land Surveyor.

"Transaction Documents" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. Price / Deposits / Financing. The total Purchase Price for the Property shall be SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) ("**Purchase Price**"). The Purchase Price shall be due and payable as follows:

A. Within Five (5) Business Days of the Effective Date of this Agreement, Purchaser

will deposit the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "**Earnest Money Deposit**") with Sanders Title Company as escrow agent (the "**Escrow Agent**"). The Earnest Money Deposit shall be held in a non-interest bearing account. After expiration of the Inspection Period, the Earnest Money Deposit shall become non-refundable (except in the event of Seller's default or as otherwise expressly provided in this Agreement). The Earnest Money Deposit shall be credited to the Purchaser at the time of the Closing (hereinafter defined).

B. The remaining balance shall be paid to Seller at Closing in immediately available funds via wire transfer, subject to adjustments and prorations.

4. Execution / Calculation of Time / Time of the Essence

A. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. A facsimile copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

Seller acknowledges Purchaser shall have a twenty (20) day period from the date Seller executes this Agreement to receive approval from the St. Pete Beach City Commission authorizing the City Manager or other designee to execute this Agreement. In the event this Agreement is not executed by the authorized representative of Purchaser prior to the expiration of the twenty (20) day period, then at any time thereafter Seller shall have the right to rescind its signature on this Agreement and shall no longer be bound by any of its terms. This Agreement shall not be binding or enforceable against Purchaser until such time as executed by the authorized representative of Purchaser.

B. Calculation of Time. All references to days shall mean calendar days unless Business Days are specifically stated. Business Days shall mean Monday through Friday and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

C. Time of the Essence. **The Parties have been fully advised and agree that time is of the essence in this Agreement.**

5. Survey. Within thirty (30) days after the Effective Date, Purchaser may obtain, at Purchaser's expense, a boundary survey of the Property (the "**Survey**"). In the event the Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads, or any other adverse matters not acceptable to Purchaser, Purchaser may notify Seller of Purchaser's objections to the Survey within the applicable time period set forth in Paragraph 6 hereof. Objections to the Survey shall be treated as Title defects pursuant to Paragraph 6. Purchaser shall be entitled to obtain an update of the Survey ("**Updated**

Survey") at any time prior to the Closing, at Purchaser's expense. If any Updated Survey reveals any adverse matter not disclosed by the Survey, then such Updated Survey defect shall be handled in the same manner as a new title defect.

6. Evidence of Title. At least twenty (20) Days prior to the Closing Date, Purchaser shall obtain, at Purchaser's expense, and provide a copy thereof to Seller within five (5) days after receipt thereof, a commitment for an owner's title insurance policy, (the "**Title Commitment**"), agreeing to issue to Purchaser, upon recording of the Warranty Deed, a title insurance policy in the amount of the Purchase Price, insuring Purchaser's title to the Property, subject only to Encumbrances and matters that are permitted, ("**Permitted Encumbrances**").

A. Permitted Encumbrances include the following:

- i. Requirements, approvals, ordinances, regulations, restrictions, prohibitions or other matters issued by a Governmental Entity, including, but not limited to such matters that involve land use, zoning, water retention, or storm water management;
- ii. Matters appearing on a plat of record or common to a subdivision in which the Property exists, other than plats that may have existed previously but are not part of the current development plan;
- iii. Oil, gas or mineral rights if there is no right of entry;
- iv. Easements to a public utility or governmental entity;
- v. Taxes for the year of Closing and subsequent years;
- vi. Other Permitted Encumbrances: none.

The Title Commitment shall include legible copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. Seller shall provide to the Escrow Agent any affidavits, undertakings and other instruments required to delete said standard exceptions, and the Party responsible for submitting a Survey shall provide such Survey with required certifications.

B. Objections to Title. If the Title Commitment contains exceptions to coverage other than the standard exceptions which adversely affect title to the Property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Paragraph 5 hereof, the Purchaser shall notify the Seller, in writing, of Purchaser's objection to such exceptions within twenty (20) days after the Title Commitment and copies of all underlying title search instruments and the Survey have been furnished to Purchaser.

C. Curing Title Objections. The Seller shall have thirty (30) days after receipt of such notice in which to cure such defects (the "**Title Curative Period**") and furnish to the Purchaser evidence that same have been cured. The Closing Date shall be postponed and extended for the Title Curative Period. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Purchaser, but not earlier than the Closing Date. In the event that Seller is unable to cure such defects within the Title Curative period, Seller may give notice of the necessity to extend the Title Curative Period for an additional one hundred twenty (120) days. If the Seller fails to cure such defects within the Title Curative Period (as extended if applicable), or notifies Purchaser in writing that Seller has determined, in Seller's sole discretion, that it is not feasible on a commercially reasonable basis to cure one or more of Purchaser's objections (in which event Seller shall notify Purchaser of its determination within twenty (20) days after its receipt of Purchaser's notice of title objections), Purchaser shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to the Purchaser.

If the Property has previously been platted, and the plat is not part of the current development plan, and the plat contains roads, easements, restrictions or other matters to which Purchaser objects, Seller shall obtain from the Local Government a vacation of all underlying streets shown on prior plats within the Property. The Closing Date shall be extended as necessary even beyond the Title Curative Period if required in order to complete the vacation of such plats or particular matters on the plats to which Purchaser objects.

D. Updates of Title. If Closing is scheduled to occur more than thirty (30) days from the date of the Title Commitment, the Title Commitment shall be updated by endorsement ("**Update Endorsement**") which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser no less than five (5) days before the respective Closing Date. If any Update Endorsement discloses any new requirement, defect, Encumbrance or other adverse matter that is not a Permitted Encumbrance, then Purchaser shall notify Seller in writing specifying the new title defect. Seller shall have a period of thirty (30) days following the receipt of such notice from Purchaser to cure such new title defect and, if necessary, the Closing Date shall be extended as provided above. Seller agrees to use diligent, good faith efforts to attempt to remove the new title defect, as provided above. If Seller fails to cure any such new title defect Purchaser shall have the remedies provided above in this Section.

E. Title Policy. At or after Closing, the Party who procured the Title Commitment shall be responsible for providing Purchaser a standard ALTA Owner's Policy of Title Insurance (6/17/06) (with Florida modifications) for the Property based on the Title Commitment and any issued Update Endorsements (the "Policy"). The Policy will be issued by the Escrow Agent and be underwritten by the Escrow Agent that underwrote the Title Commitment, will be in the amount of the Purchase Price, and will insure Purchaser's fee simple title to the Property subject

only to the Permitted Encumbrances. If Purchaser has not provided Escrow Agent a Survey certified to all appropriate parties and showing no defects, the policy shall obtain exceptions for matters which would be disclosed by an accurate Survey and inspection of the Property, and easements and claims of easements not shown by the public records.

F. The Parties have been fully advised and agree that time is of the essence with respect to the parties' obligations under this Section.

7. Closing Date and Procedure / Documents to be Provided.

A. Closing Date. The Closing Date contemplated by this Agreement shall be no later than ten (10) days after the expiration of the Inspection Period set forth below. Closing shall occur in the county in which the Property is situated, or at such location mutually agreed upon in writing by the Parties hereto. **The Parties have been fully advised and agree that time is of the essence with respect to the Closing Date.**

B. Closing Procedure.

1. Seller. At Closing, if not previously delivered to Purchaser, Seller shall execute and deliver to Purchaser:

- (i) a fully executed Warranty Deed;
- (ii) a fully executed certification as to Seller's non-foreign status, if applicable;
- (iii) an owner's title affidavit. The owner's title affidavit shall attest to the absence, unless otherwise provided for herein, of any lien or Encumbrance upon the Property or any personal property to be conveyed, claims of lien or potential liens known to Seller, improvements or repairs to the Property within ninety (90) days immediately preceding date of Closing. However, if the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all potential lienors and an affidavit setting forth the names of all potential lienors and affirming that all charges for improvements or repairs have been paid or will be paid at the Closing;
- (iv) originals, or if unavailable, copies of the specifications, technical manuals and similar materials for the Property to the extent same are in Seller's possession;
- (v) a fully executed assignment of leases, if applicable;
- (vi) Warranty Bills of Sale as to any personal property conveyed; and
- (vii) any other document reasonably required by the Escrow Agent.

2. Purchaser. At Closing, Purchaser shall deliver to Seller the following:

- (i) the balance of the Purchase Price payable at the Closing, as adjusted for prorations and taxes, in the manner required under this Agreement;
- (ii) instructions from Purchaser directing Escrow Agent to pay the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate; and
- (iii) if applicable, Purchase Money Mortgage, Promissory Note, Guarantees, and any other documents required in connection with the transactions contemplated by this Agreement, or reasonably required by the Escrow Agent.

3. Seller and Purchaser. Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:

- (i) any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;
- (ii) the Closing Statement; and
- (iii) any other affidavit, document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

8. Costs. At the time of Closing, Purchaser shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Ad valorem real property taxes shall be prorated based on taxes for the current year, if known, and allowances made for the maximum discount. If Closing occurs before the amount of current year's taxes or current year's millage is fixed, the taxes shall be prorated based upon the assessment and/or millage rate for the immediately preceding year. If the information for the current year is not available, the proration shall be the previous year's tax figure. Any proration based upon an estimate shall be readjusted upon request by either Party when the actual tax statement is received. This covenant shall survive Closing.

A. Seller shall pay for the cost of curing any title or survey defect(s), including the preparation and recordation of curative instruments and for its attorney fees.

B. Purchaser shall pay for, including but not limited to the following items: (i) the recording fees and documentary stamp tax due for the Warranty Deed; and (ii) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation; (iii) intentionally omitted (iv) Purchaser's legal fees and expenses, (v) any third party professional and consulting fees incurred at Purchaser's request; (vi) cost of any Survey, and any survey certification to any lender, all endorsements, extended coverage, or upgrades to Purchaser's title insurance policy; and (vii) the cost of the premium due on the Owner's Title Insurance required under this Agreement, along with all related title and search costs related thereto.

9. Purchaser's Inspection Period.

A. Purchaser shall have a period of sixty (60) days after full execution of this Agreement (herein referred to as the "**Inspection Period**") to inspect the Property. Seller, following reasonable notice from Purchaser, shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right to have a representative of Seller present during the course of each such entry. During the course of any such entry Purchaser shall not cause, and shall not suffer or permit to occur, any damage or injury to the Property or any part thereof and if Purchaser does cause, suffer or permit any damage or injury to the Property, Purchaser shall, at its expense, promptly restore the Property to the condition it was in immediately prior to such injury or damage.

B. Purchaser shall indemnify Seller from and against any and all damage to the Property resulting from any entry on the Property by Purchaser or any of its agents, contractors, consultants or other representatives, or any activities conducted by them, or any of them, during any such entry, together with all reasonable expenses incurred by Seller by reason thereof including, without limitation, reasonable attorneys' fees and disbursements, which obligation shall survive the Closing or the termination of this Agreement; provided, however, such indemnity shall not extend to repair or remediation of any existing conditions at the Property. Purchaser shall deliver a certificate of insurance evidencing liability insurance coverage held by any agent or consultant retained by Purchaser to perform any studies or survey of the Property, in amount, form and substance reasonably satisfactory to Seller before any of such agents or consultants will be granted access to the Property.

C. To assist Purchaser in its inspections of the Property, and to the extent in Seller's control or possession, Seller shall deliver to Purchaser, within ten (10) days after the Effective Date, all existing title policies concerning the Property, together with hard copies of all Schedule B exceptions; all existing surveys (whether ALTA or otherwise) concerning the Property; all existing environmental reports (including all soil and geotechnical testings) prepared with respect to the Property during the five (5) year period preceding the date of this Agreement; all plans, plats, studies, appraisals, permits, authorizations, plans, specifications, development orders, feasibility studies, approvals and other intangibles rights pertaining to the ownership and/or operation of the Property; all maintenance, property and operational contracts; copies of real estate tax bills (including special assessments) for prior 3 years, including evidence of payment; copies of any Development of Regional Impact Studies, if applicable; evidence of compliance with all applicable laws, including zoning regulations; and any other documents pertaining to the Property which would assist the Purchaser in its inspection of the same to the extent in Seller's control or possession. In the event the transaction does not close, Purchaser shall promptly return all documents to Seller.

D. In the event that the results of Purchaser's inspections, investigations, reviews and feasibility studies are, in Purchaser's sole opinion and sole discretion, unacceptable for any reason whatsoever, the Purchaser shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no

further force and effect, at which time the Escrow Agent shall immediately return the Earnest Money Deposit to the Purchaser. In such event, Purchaser shall provide to Seller copies of all reports and other documentation resulting from Purchaser's inspections. If Purchaser does not give such notice, the contingency shall have expired, and Purchaser shall proceed to Closing, and the Deposit disbursed to Seller, if not previously disbursed to Seller.

E. The Parties have been fully advised and agree that time is of the essence with respect to the parties obligations under the Inspection Period.

10. Duties and Rights of Escrow Agent.

A. Escrow Agent is hereby authorized and agrees by acceptance hereof, to hold all monies paid as the Earnest Money Deposit ("**Escrowed Funds**") in escrow and to disburse the same in accordance with the terms and conditions of this Agreement.

B. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit all monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the county in which the Property lies, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate. Purchaser and Seller agree that Escrow Agent shall not be liable to any party or person whomsoever for mis delivery to Purchaser or to Seller of money subject to this escrow, unless such mis delivery shall be due to a willful breach of Escrow Agent's duties under this Agreement or fraudulent conduct by Escrow Agent.

11. Default and Notice to Cure.

A. If Purchaser defaults in the payment of the Purchase Price or if Purchaser shall default in the performance of any of its other material obligations, Seller shall have the right to receive disbursement of the Deposit if not previously delivered and terminate this Agreement. Upon such delivery of the Deposit in accordance with the preceding sentence, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

B. If Seller defaults in any of its material obligations to be performed on or prior to the Closing Date, Purchaser shall have the right (i) to receive a return of the Deposit and terminate this Agreement, or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement), or (iii) to seek any legal or equitable remedy, including, without limitation, any action for money damages. Upon such return and delivery of the Deposit in accordance with Clause (i) of the preceding sentence if such remedy is elected by Purchaser, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

C. In the event any party breaches the terms and provisions of this Agreement, non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement. The party who has breached this Agreement shall remedy its breach within one (1) day if the default is failure of the defaulting party to close, or within ten (10) days of receipt of written notice thereof as to any other default, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the ten (10) day period, in which case additional time shall be afforded, provided said cure is begun within the ten (10) day period and diligently and continuously thereafter prosecuted to completion, and provided that in no event shall such additional time exceed sixty (60) days from the receipt by the defaulting party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

D. **Attorneys' Fees and Costs.** In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings.

E. The provisions of this Section shall survive the termination hereof.

12. **Condemnation.** If, prior to the Closing Date, any part of the Property is taken (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority, having eminent domain power over the Property, of its intention to take, by eminent domain proceeding, any part of the Property (a "**Taking**"), then Purchaser shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon this Agreement shall be deemed canceled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except pursuant to the provisions of this Agreement, which are expressly provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely elected to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, (i) assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking.

13. **Notices.** Any notices provided for in this Agreement shall be in writing to the address set forth below and shall be effective (a) upon receipt or refusal if delivered personally or by fax; (b) one (1) Business Day after deposit with a recognized overnight courier; or (c) three (3) Business

Days after deposit in the U.S. mail.

If to Seller:

14152 Jennifer Terrace
Largo, Florida 33774-5105
Attn: Jack E. Buns, Manager
Telephone: _____
Facsimile: _____

With copy to:

Stephen A. Baker, Esq.
605 75th Avenue
St. Pete Beach, Florida 33706
Telephone: 727-363-9944
Facsimile: 727-363-1344

If to Purchaser:

155 Corey Avenue
St. Pete Beach, Florida, 33706
Attn: Wayne Saunders, City Manager
Telephone: 727-363-9201
Facsimile: _____

With copy to:

Christopher C. Sanders, Esq.
Sanders Law Group, P.A.
2958 First Avenue North
St. Petersburg, Florida 33713
Telephone: 727-328-7755
Facsimile: 727-328-7744

If to Escrow Agent:

Sanders Title Company
2958 First Avenue North
St. Petersburg, Florida 33713
Telephone: 727-328-7733
Facsimile: 727-328-7744

Either party may change their address by written notice given to the other as hereinabove provided. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. Covenants; Preclosing Rights and Obligations of Seller.

- A. From the Effective Date of this Agreement until the Closing Date, Seller shall:
- i. not take any action which will adversely affect title to the Property;
 - ii. notify Purchaser of any material changes discovered by Seller to the representations or warranties made by Seller. In the event that Purchaser learns, through Seller or otherwise, prior to the Closing Date, that any of Seller's warranties or representations are materially incorrect, Purchaser shall have the right to terminate this Agreement and all deposits shall be immediately returned in full to Purchaser;
 - iii. not apply for or otherwise attempt to effectuate any rezoning of the Property unless Purchaser has previously consented in writing;
 - iv. not enter into any lease, license or other agreement for occupancy of the Property, unless Purchaser has previously consented in writing;
 - v. not enter into any service contracts which survive the Closing, unless Purchaser has previously consented in writing.

B. Whenever in this Agreement Seller is required to obtain Purchaser's approval with respect to any transaction described therein, Purchaser shall, within five (5) days after receipt of Seller's request therefore, notify Seller of its approval or disapproval of same and, if Purchaser fails to notify Seller of its disapproval within said five (5) day period, Purchaser shall be deemed to have approved same.

C. Seller shall cause the Property to be vacant of all tenants and/or occupants prior to closing, and all leases, licenses or other occupancy agreements shall be terminated and of no further force and effect.

D. The provisions of this Paragraph 14 shall survive the Closing.

15. Warranties, Representations and Disclosures of Seller. Seller makes the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing.

A. Organization. The Seller is a legal entity duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to execute and deliver this Agreement.

B. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby by the Seller have been duly authorized and approved by all necessary company action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of

equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

C. Marketable Title. As of the Closing Date, Seller shall have the ability to deliver good, marketable and insurable title to the Property, subject only to Permitted Encumbrances and any other matter permitted by the terms of this Agreement.

D. Condemnation. Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

E. Environmental Matters. As to the Property, the Seller is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any Environmental Law. Seller has no basis to expect, nor has any other person or entity for whose conduct they are or may be held to be responsible received, any actual or threatened order, notice, or other communication from (A) any governmental body or private citizen acting in the public interest, or (B) the current or prior owner or operator of the Property, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any environmental, health, and safety liabilities with respect to any of the Property, or with respect to any property or facility at or to which Hazardous Materials, as defined by law, were generated, transported, stored, handled, disposed, manufactured, refined, transferred, imported, used or processed by Seller, or any other person or entity for whose conduct they are or may be held responsible related to the Property. To the best of Seller's knowledge, there has been no release or threat of release, of any Hazardous Materials at or from the Property.

F. Pending Litigation/Violations. There are no legal actions, suits, code enforcement, regulatory actions, or other legal or administrative proceedings, including bankruptcy proceedings, pending or threatened, against the Property or Seller, and Seller is not aware of any facts which might result in any action, suit or other proceeding against the Property or Seller that could result in a lien encumbering the Property or any part thereof.

G. No Notice of Violation. Seller has not received any written notice of any violations of law, or municipal ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department, agency or bureau or any other governmental authority having jurisdiction over the Property with respect to the Property, except such notices as have been disclosed in writing to Purchaser.

H. Assessment Proceedings. There are no proceedings pending to reduce the assessment of the Property for real estate tax purposes.

I. Other Obligations and Assessments. There are no outstanding impact fees, obligations, assessments, fair share agreements or capital recovery obligations for sewer, water, drainage, roadway or other improvements which affect the Property by reason of any past or existing improvements on the Property.

J. Agreements. As of the Effective Date, there are no options, contracts or rights of any third parties affecting the Property in any manner whatsoever except as specifically set forth herein, nor shall there be any such leases, options, contracts or right of third parties granted during the term of this Agreement without the prior written consent of the Purchaser except as may be liens that will be removed by payment by Seller on or before Closing.

K. Special Assessments. There are no outstanding special assessments with respect to the Property. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Any special assessment lien that has not been certified, confirmed and ratified as of Closing shall be assumed by Purchaser.

L. Development Rights. Seller has not transferred any development rights with respect to the Property.

M. Historic District/Landmark. No portion of the Property is in a historic district nor has it been designated a historic landmark.

It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Purchaser shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller does not otherwise elect or is unable to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void. In the event of such a termination by Purchaser pursuant to this Paragraph, the Earnest Money Deposit shall be immediately returned to Purchaser.

16. Warranties and Representations of Purchaser. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing.

A. Good Faith. Purchaser shall use reasonable diligent effort in good faith to inspect the Property in an expeditious manner so as to determine as quickly as possible whether the Property is suitable to the Purchaser.

B. Organization. Purchaser is a body politic duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to execute and deliver this Agreement.

C. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by the Purchaser have

been duly authorized and approved by all necessary company action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Purchaser of such inaccuracy, and provided that Purchaser does not otherwise elect to cure such inaccuracy, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void and Purchaser shall be deemed in default.

17. Purchaser's Conditions Precedent. The following are conditions precedent to Purchaser's obligations to close this transaction:

- A. Marketable Title. Seller's delivery of good, marketable and insurable fee simple title to the Property as provided in Paragraph 6 above.
- B. Document Delivery. Seller shall have executed and delivered to Purchaser all of the documents required of Seller under this Agreement, including but not limited to an acceptable Warranty Deed, the Seller's Affidavit sufficient and acceptable to the Escrow Agent to address the elimination of standard exceptions for "gap" coverage, construction liens and possession, and the IRC Section 1445 requirements.
- C. Performance of Covenants. Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.
- D. Truth of Representations and Warranties. All of Seller's representations and warranties set forth in Paragraphs 14 and 15 of this Agreement shall be true and correct in all material respects though first made as of the date of the Closing.

Purchaser may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Seller, Seller shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Purchaser shall have the right and option to either (i) waive any such unsatisfied condition precedent and close

this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Purchaser terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination, the Earnest Money Deposit shall be immediately returned to Purchaser.

E. Existing Tenants and Occupants. The Property and buildings shall be vacant of all existing tenants and other occupants and all leases, licenses or other occupancy agreements shall have terminated prior to the Closing Date.

18. Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to close this Transaction:

A. Delivery of Documents. Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.

B. Performance of Covenants. Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

C. Payment of Purchase Price. Purchaser shall have delivered to Seller the balance of the Purchase Price and the Escrow Agent shall have delivered to Seller the Earnest Money Deposit.

D. Truth of Representations and Warranties. All of Purchaser's representations and warranties set forth in Section 16 of this Agreement shall be true and correct in all material respects.

Seller may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Purchaser, Purchaser shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonable diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination pursuant to this Paragraph, the Earnest Money Deposit shall be retained by Seller (or if not previously disbursed, the Earnest Money Deposit shall be immediately disbursed to Seller).

19. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors

and assigns; and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other. Any assignment without such written consent shall be void and shall not act to release the assigning party from its duties and obligations hereunder. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

B. Broker's Commissions. Except for **None** (the "**Broker**"), Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement. Seller shall be solely responsible for all fees due to the Broker, if any. Seller shall indemnify Purchaser against any claim of any broker, including the Broker, claiming by, through or under Seller. This warranty and representation shall survive delivery of the Deed and Closing of this transaction.

C. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

D. 1031 Exchange. If either Party wishes to enter into a IRC Section 1031 like-kind exchange with respect to the Property ("**Exchange**"), the other party agrees to cooperate, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

E. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

F. Mold. Mold is naturally occurring and may cause health risks or damage to property. This Agreement is not contingent upon testing for the existence of toxic mold unless specifically provided.

G. Risk of Loss. If a structure exists on the Property and is damaged substantially prior to Closing and the cost of restoration does not exceed 1.5% of the Purchase Price of the Property so damaged, the Seller shall repair the structure at Seller's expense and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds 1.5% of the Purchase Price of the Property, Purchaser shall either take the Property as is, together with either the 1.5% difference paid or to be paid by Seller or credited at Closing, and any insurance proceeds payable by virtue of such loss or damage or cancel the Agreement and receive a refund of the Earnest Money Deposit.

H. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach

I. Severability. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

J. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be the Circuit Court in and for Pinellas County, Florida.

PURCHASER:

CITY OF ST PETE BEACH

By: _____
Wayne Saunders, City Manager

Date: _____

SELLER:

COREY PROPERTIES II LLC, Florida limited liability company

By: _____
Jack E. Buns, Manager

Date: _____

Exhibit A
DESCRIPTION OF REAL PROPERTY

Parcel 1

ST PETERSBURG BEACH REPLAT BLK 54, LOT 11 LESS ALLEY ON N
Parcel No. 36-31-15-77994-054-0110
0 73RD Avenue, St. Pete Beach, Florida

Parcel 2

ST PETERSBURG BEACH REPLAT BLK 54, LOT 14 LESS ALLEY ON N
Parcel No. 36-31-15-77994-054-0140
0 73RD Avenue, St. Pete Beach, Florida

Parcel 3

ST PETERSBURG BEACH REPLAT BLK 54, SW'LY ½ OF LOTS 15 AND 16 LESS ALLEY
ON N
Parcel No. 36-31-15-77994-054-0150
305 73rd Avenue, St. Pete Beach, Florida

[Interactive Map of this parcel](#)[Sales Query](#)[Back to Query Results](#)[New Search](#)[Tax Collector Home Page](#)[Contact Us](#)

WM

36-31-15-77994-054-0110[Compact Property Record Card](#)[Tax Estimator](#)**Updated August 18, 2018**[Email](#) [Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
COREY PROPERTIES II LLC 14152 JENNIFER TER LARGO FL 33774-5105	73RD AVE ST PETE BEACH

[Property Use:](#) 1090 (Vacant Commercial Land w/XFSB)

Total Heated SF:

Total Gross SF:

[\[click here to hide\] Legal Description](#)

ST PETERSBURG BEACH REPLAT BLK 54, LOT 11 LESS ALLEY ON N

File for Homestead Exemption			2018 Parcel Use	
Exemption	2018	2019		
Homestead:	No	No		
Government:	No	No		
Institutional:	No	No		
Historic:	No	No		
			Homestead Use Percentage: 0.00%	
			Non-Homestead Use Percentage: 100.00%	
			Classified Agricultural: No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)				
Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
18995/1244		121030280033	A	5/28

2018 Preliminary Value Information					
Year	Just/Market Value	Assessed Value / Non-HX Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2018	\$168,789	\$142,525	\$142,525	\$168,789	\$142,525

[click here to hide] Value History as Certified (yellow indicates correction on file)						
Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2017	No	\$134,789	\$129,568	\$129,568	\$134,789	\$129,568
2016	No	\$117,789	\$117,789	\$117,789	\$117,789	\$117,789
2015	No	\$109,289	\$109,289	\$109,289	\$109,289	\$109,289
2014	No	\$100,789	\$100,789	\$100,789	\$100,789	\$100,789
2013	No	\$96,241	\$96,241	\$96,241	\$96,241	\$96,241
2012	No	\$93,054	\$93,054	\$93,054	\$93,054	\$93,054
2011	No	\$93,054	\$93,054	\$93,054	\$93,054	\$93,054
2010	No	\$104,741	\$104,741	\$104,741	\$104,741	\$104,741
2009	No	\$121,741	\$121,741	\$121,741	\$121,741	\$121,741
2008	No	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000
2007	No	\$133,800	\$133,800	\$133,800	N/A	\$133,800
2006	No	\$138,700	\$138,700	\$138,700	N/A	\$138,700
2005	No	\$76,800	\$76,800	\$76,800	N/A	\$76,800
2004	No	\$59,800	\$59,800	\$59,800	N/A	\$59,800
2003	No	\$48,400	\$48,400	\$48,400	N/A	\$48,400
2002	No	\$35,700	\$35,700	\$35,700	N/A	\$35,700
2001	No	\$31,400	\$31,400	\$31,400	N/A	\$31,400
2000	No	\$32,400	\$32,400	\$32,400	N/A	\$32,400
1999	No	\$32,400	\$32,400	\$32,400	N/A	\$32,400
1998	No	\$27,000	\$27,000	\$27,000	N/A	\$27,000
1997	No	\$29,400	\$29,400	\$29,400	N/A	\$29,400
1996	No	\$29,400	\$29,400	\$29,400	N/A	\$29,400

2017 Tax Information		Ranked Sales (What are Ranked Sales?) See all transactions				
2017 Tax Bill	Tax District: SPB	Sale Date	Book/Page	Price	Q/U	V/I
2017 Final Millage Rate	17.6600	17 Feb 2015	18995 / 1244	\$137,700	M	V
Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new Tax Estimator to estimate taxes under new ownership.		04 Aug 1994	08746 / 2102	\$615,000	U	I
Amendment 1 - Will you Benefit? Check Estimated 3rd Homestead Exemption Benefit						

2018 Land Information		
Seawall: No	Frontage: None	View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Vacant Commercial (10)	50x101	38.00	5000.0000	1.0000	\$190,000	SF

[\[click here to hide\] 2018 Extra Features](#)

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	\$1.75	4,900.00	\$8,575.00	\$8,575.00	0

[\[click here to hide\] Permit Data](#)

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			

[Interactive Map of this parcel](#)[Map Legend](#)[Sales Query](#)[Back to Query Results](#)[New Search](#)[Tax Collector Home Page](#)[Contact Us](#)

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36-31-15-77994-054-0140[Compact Property Record Card](#)[Tax Estimator](#)**Updated August 18, 2018**[Email Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
COREY PROPERTIES II LLC 14152 JENNIFER TER LARGO FL 33774-5105	73RD AVE ST PETE BEACH

[Property Use:](#) 1090 (Vacant Commercial Land w/XFSB)

Total Heated SF:

Total Gross SF:

[click here to hide] **Legal Description**

ST PETERSBURG BEACH REPLAT BLK 54, LOT 14 LESS ALLEY ON N

File for Homestead Exemption			2018 Parcel Use	
Exemption	2018	2019		
Homestead:	No	No		
Government:	No	No		
Institutional:	No	No		
Historic:	No	No		
			Homestead Use Percentage: 0.00%	
			Non-Homestead Use Percentage: 100.00%	
			Classified Agricultural: No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)				
Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
18995/1244		121030280033	A	5/28

2018 Preliminary Value Information					
Year	Just/Market Value	Assessed Value / Non-HX Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2018	\$168,789	\$142,525	\$142,525	\$168,789	\$142,525

[click here to hide] Value History as Certified (yellow indicates correction on file)						
Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2017	No	\$134,789	\$129,568	\$129,568	\$134,789	\$129,568
2016	No	\$117,789	\$117,789	\$117,789	\$117,789	\$117,789
2015	No	\$109,289	\$109,289	\$109,289	\$109,289	\$109,289
2014	No	\$100,789	\$100,789	\$100,789	\$100,789	\$100,789
2013	No	\$96,241	\$96,241	\$96,241	\$96,241	\$96,241
2012	No	\$93,054	\$93,054	\$93,054	\$93,054	\$93,054
2011	No	\$93,054	\$93,054	\$93,054	\$93,054	\$93,054
2010	No	\$104,741	\$104,741	\$104,741	\$104,741	\$104,741
2009	No	\$121,741	\$121,741	\$121,741	\$121,741	\$121,741
2008	No	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000
2007	No	\$133,800	\$133,800	\$133,800	N/A	\$133,800
2006	No	\$138,700	\$138,700	\$138,700	N/A	\$138,700
2005	No	\$76,800	\$76,800	\$76,800	N/A	\$76,800
2004	No	\$59,800	\$59,800	\$59,800	N/A	\$59,800
2003	No	\$48,400	\$48,400	\$48,400	N/A	\$48,400
2002	No	\$35,700	\$35,700	\$35,700	N/A	\$35,700
2001	No	\$31,400	\$31,400	\$31,400	N/A	\$31,400
2000	No	\$32,400	\$32,400	\$32,400	N/A	\$32,400
1999	No	\$32,400	\$32,400	\$32,400	N/A	\$32,400
1998	No	\$27,000	\$27,000	\$27,000	N/A	\$27,000
1997	No	\$29,400	\$29,400	\$29,400	N/A	\$29,400
1996	No	\$29,400	\$29,400	\$29,400	N/A	\$29,400

2017 Tax Information		Ranked Sales (What are Ranked Sales?) See all transactions				
2017 Tax Bill	Tax District: SPB	Sale Date	Book/Page	Price	Q/U	V/I
2017 Final Millage Rate	17.6600	17 Feb 2015	18995 / 1244	\$137,700	M	V
Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new Tax Estimator to estimate taxes under new ownership.		04 Aug 1994	08746 / 2102	\$615,000	U	I
Amendment 1 - Will you Benefit? Check Estimated 3rd Homestead Exemption Benefit						

2018 Land Information		
Seawall: No	Frontage: None	View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Vacant Commercial (10)	50x100	38.00	5000.0000	1.0000	\$190,000	SF

[\[click here to hide\] 2018 Extra Features](#)

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	\$1.75	4,900.00	\$8,575.00	\$8,575.00	0

[\[click here to hide\] Permit Data](#)

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			

[Interactive Map of this parcel](#)[Map Legend](#)[Sales Query](#)[Back to Query Results](#)[New Search](#)[Tax Collector Home Page](#)[Contact Us](#)

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36-31-15-77994-054-0150[Compact Property Record Card](#)[Tax Estimator](#)**Updated August 18, 2018**[Email Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address (First Building)
COREY PROPERTIES II LLC 14152 JENNIFER TER LARGO FL 33774-5105	305 73RD AVE ST PETE BEACH
	Jump to building: (1) 305 73RD AVE ▼

[Property Use:](#) 0810 (Single Family - more than one house per parcel)

Total Living: SF: 1,663 Total Gross SF: 2,818 Total Living Units:2

[\[click here to hide\] Legal Description](#)

ST PETERSBURG BEACH REPLAT BLK 54, SW'LY 1/2 OF LOTS 15 AND 16 LESS ALLEY ON N

Mortgage Letter	File for Homestead Exemption	2018 Parcel Use
Exemption	2018	2019
Homestead:	No	No
Government:	No	No
Institutional:	No	No
Historic:	No	No
		Homestead Use Percentage: 0.00%
		Non-Homestead Use Percentage: 100.00%
		Classified Agricultural: No

Parcel Information [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
18682/2217	\$253,000 Sales Query	121030280033	A	5/28

2018 Preliminary Value Information

Year	Just/Market Value	Assessed Value / Non-HX Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2018	\$222,993	\$199,013	\$199,013	\$222,993	\$199,013

[\[click here to hide\] Value History as Certified \(yellow indicates correction on file\)](#)

Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2017	No	\$182,435	\$180,921	\$180,921	\$182,435	\$180,921
2016	No	\$164,474	\$164,474	\$164,474	\$164,474	\$164,474
2015	No	\$174,658	\$174,658	\$174,658	\$174,658	\$174,658
2014	No	\$189,528	\$189,528	\$189,528	\$189,528	\$189,528
2013	No	\$181,443	\$181,443	\$181,443	\$181,443	\$181,443
2012	No	\$173,219	\$173,219	\$173,219	\$173,219	\$173,219
2011	No	\$189,256	\$189,256	\$189,256	\$189,256	\$189,256
2010	No	\$180,831	\$180,831	\$180,831	\$180,831	\$180,831
2009	No	\$189,776	\$189,776	\$189,776	\$189,776	\$189,776
2008	No	\$215,500	\$215,500	\$215,500	\$215,500	\$215,500
2007	No	\$254,000	\$254,000	\$254,000	N/A	\$254,000
2006	No	\$276,600	\$276,600	\$276,600	N/A	\$276,600
2005	No	\$195,000	\$195,000	\$195,000	N/A	\$195,000
2004	No	\$160,700	\$160,700	\$160,700	N/A	\$160,700
2003	No	\$151,100	\$151,100	\$151,100	N/A	\$151,100
2002	No	\$128,400	\$128,400	\$128,400	N/A	\$128,400
2001	No	\$104,700	\$104,700	\$104,700	N/A	\$104,700
2000	No	\$91,700	\$91,700	\$91,700	N/A	\$91,700
1999	No	\$75,800	\$75,800	\$75,800	N/A	\$75,800
1998	No	\$73,200	\$73,200	\$73,200	N/A	\$73,200
1997	No	\$65,300	\$65,300	\$65,300	N/A	\$65,300
1996	No	\$63,300	\$63,300	\$63,300	N/A	\$63,300

2017 Tax Information[2017 Tax Bill](#)Tax District: [SPB](#)

2017 Final Millage Rate 17.6600

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions.

Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

Amendment I - Will you Benefit?

[Check Estimated 3rd Homestead Exemption Benefit](#)**Ranked Sales** (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
02 Dec 1997	09921 / 0636	\$130,000	Q	I
	05159 / 0019	\$78,000	Q	
	03315 / 0625	\$24,000	Q	

2018 Land Information

Seawall: No

Frontage: None

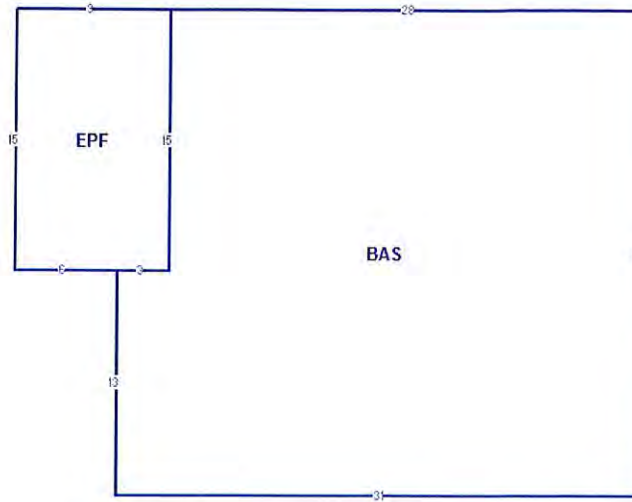
View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Multi-Fam <10 Units (08)	50x100	38.00	5000.0000	1.0000	\$190,000	SF

[click here to hide] 2018 Building 1 Structural Elements [Back to Top](#)

Site Address: 305 73RD AVE

Building Type: **Single Family**
 Quality: **Average**
 Foundation: **Continuous Footing**
 Floor System: **Wood**
 Exterior Wall: **Cb Stucco/Cb Reclad**
 Roof Frame: **Gable Or Hip**
 Roof Cover: **Shingle Composition**
 Stories: **1**
 Living units: **1**
 Floor Finish: **Carpet/Hardtile/Hardwood**
 Interior Finish: **Drywall/Plaster**
 Fixtures: **6**
 Year Built: **1949**
 Effective Age: **45**
 Heating: **Unit/Space/Wall/Floor**
 Cooling: **None**

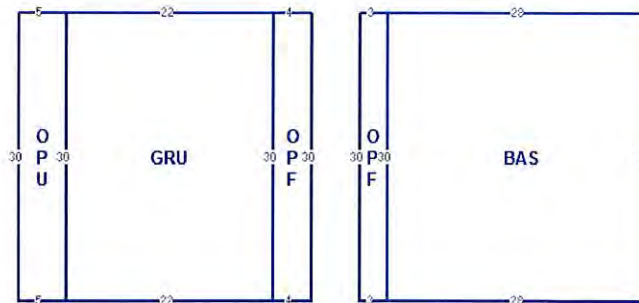
[Compact Property Record Card](#)[Open plot in New Window](#)**Building 1 Sub Area Information**

Description	Living Area SF	Gross Area SF
Enclosed Porch	0	135
Base	823	823
Total Living SF: 823		Total Gross SF: 958

[click here to hide] 2018 Building 2 Structural Elements [Back to Top](#)

Site Address: 305 BOCA CIEGA DR

Building Type: **Single Family**
 Quality: **Average**
 Foundation: **Continuous Footing**
 Floor System: **Wood**
 Exterior Wall: **Frame Siding**
 Roof Frame: **Flat Shed**
 Roof Cover: **Shingle Composition**
 Stories: **1**
 Living units: **1**
 Floor Finish: **Carpet/ Vinyl/Asphalt**
 Interior Finish: **Drywall/Plaster**
 Fixtures: **6**
 Year Built: **1953**
 Effective Age: **55**
 Heating: **Unit/Space/Wall/Floor**
 Cooling: **None**

[Compact Property Record Card](#)[Open plot in New Window](#)**Building 2 Sub Area Information**

Description	Living Area SF	Gross Area SF
Open Porch Unfinished	0	150
Open Porch	0	210
Garage Unfinished	0	660
Base	840	840
Total Living SF: 840		Total Gross SF: 1,860

[click here to hide] 2018 Extra Features

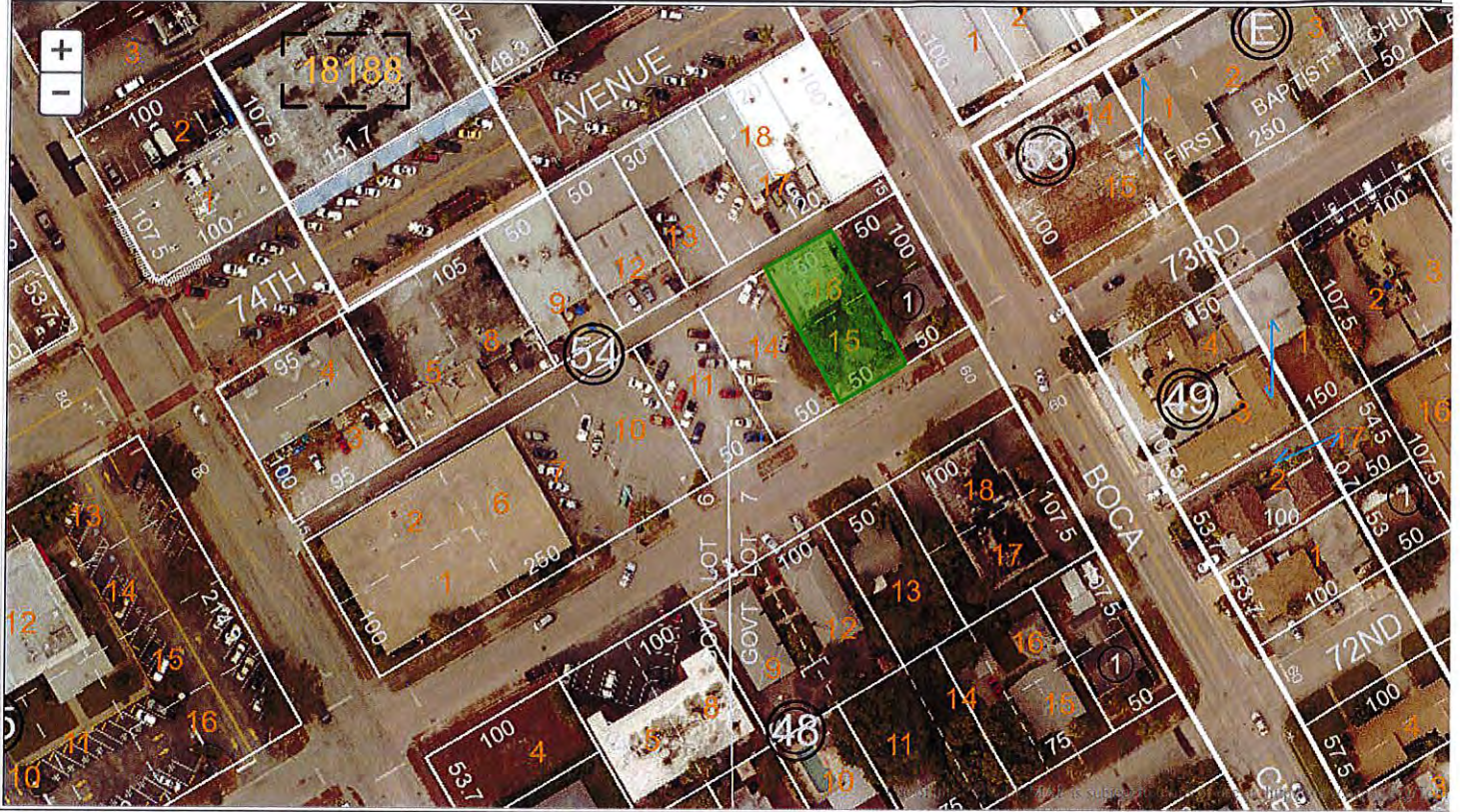
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
PATIO/DECK	\$30.00	60.00	\$1,800.00	\$720.00	1953

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions

regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20161555	ROOF	20 Oct 2016	\$4,100
20110349	SPECIAL USE	06 Apr 2011	\$1,100



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[Map Legend](#)
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**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of Amendment #2 to Task Order #1 under the Continuing Engineering Services Contract with Cardno in the amount of \$33,765.00 for design and construction documents for Library Improvements.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City approved Task Order #1 with Cardno on September 19, 2017 for design services related to the repair or replacement of the St. Pete Beach Public Library's roof/precast walls and HVAC System. These services were based on a comprehensive building inspection performed by Advanced Building Inspections (ABI) in September 2016.

Amendment #1 provided for services associated with the precast connection, as-built drawings, and the exploratory testing of the roof. The initial inspection performed by ABI did not include any destructive testing, which was included in Amendment #1 as roofing core samples to determine roof thickness, composition and weight.

Amendment #2 includes services associated with the replacement of the roof deck, replacement of the strip windows, and updates to the electrical and phone services. This expanded design scope is a result of the conclusions drawn from the exploration performed under Amendment #1.

Funding: CIP – Library Improvements
(301-8000-590-5650)

Requested Motion: “I move to approve Amendment #2 to Task Order #1 under the Continuing Engineering Services Contract with Cardno in the amount of \$33,765.00 for design and construction documents for Library Improvements.”

Attachment: Amendment #2 to Task Order #1 from Cardno

**Reviewed by the
City Manager:**

WS



July 12th, 2018

Mr. Brett Warner
Public Works Department
City of St. Pete Beach
7581 Boca Ciega Dr.
St. Pete Beach, FL 33706-1839

380 Park Place Blvd
Suite 300
Clearwater, FL 33759

Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

www.Cardno.com

Re: City of St. Pete Beach Continuing Contract for Professional Design Services
Task Order No. 1 Amendment 2– St. Pete Beach Public Library Renovation

Dear Mr. Warner,

Please see the attached Amendment No. 2 to Task Order No. 1 for the St. Pete Beach Public Library Restoration Project. This proposal includes services associated with the replacement of the roof deck, replacement of the strip windows, and updates to the electrical and phone service. Please see the attached Scope of Services, fee spreadsheet, sub-consultant service sheets, schedule, and reports.

If you have any questions please let me know at my direct line below or via email at Ananda.Kelley@cardno.com.

Sincerely,

Approved:

Ananda Kelley, PE

Structures Practice Group Manager
Direct Line (727) 431-1594

Wayne Saunders

City Manager
St. Pete Beach, FL

Enclosures

CC: File

CITY OF ST. PETE BEACH
SCOPE OF SERVICES FOR AMENDMENT NO. 2 TO TASK ORDER NO. 1
ST. PETE BEACH PUBLIC LIBRARY RESTORATION

I. DESCRIPTION OF PROJECT

Professional design services were requested for renovations to the St. Pete Beach Public Library. An inspection of the library performed on September 23rd, 2016 noted deficiencies to the electrical, mechanical, and plumbing systems as well as a roofing system in need of replacement due to ongoing problems including water intrusion at the fascia/soffit around the perimeter of the building.

A three-package proposal was submitted in August of 2017 and the City approved to move forward with Package 2 (HVAC) and Package 3 (Roof/Pre-Cast Wall) and opted to not move forward with Package 1 (Structural Floor Repairs) due to further investigation being required.

Two of Cardno's subconsultants, McCarthy & Associates and MBA, had included services associated with Packages 2 & 3 under Package 1. McCarthy included services to investigate, prepare construction documents, and perform construction phase services for the precast connections under Package 1 instead of Package 3. MBA included the task of preparing the existing library As-Built Drawings in AutoCAD in Package 1 anticipating that this one-time task would be used for all three packages. A note was included on their proposal that if Package 1 was not done first then some money would need to be allocated into Packages 2 & 3.

Additionally, it was found during the roof inspection that the roof had been updated since the original library construction. To determine the current roof thickness, composition, and weight, the roof will need additional exploratory testing. The underside of the roof deck will also need to be surveyed to determine the extent of deck damage. Ceiling tiles will need to be removed and re-installed by others for this evaluation.

Subsequent to Amendment No. 2, the structural engineer, architect and roofer inspected the Library's roof on May 20th, 2018. This inspection confirmed that the roof was not the original roof and has sustained damaged as noted in the Architectural and Structural Reports included in Attachment C of this Scope Amendment.

It is the Architect's professional opinion that the scope should be expanded in the best interest of the City and taxpayer's dollars. The new proposed scope for the roof is a total demolition and removal of the existing roof and composite roof deck down the structural joists. The existing metal roof deck is badly deteriorated and repair is a highly questionable alternative and it should be replaced now.

The structural system will need to be evaluated, but should conceptually remain intact. We recommend installation of a new metal deck and a mechanically fastened tapered insulation type built up roof.

The addition of Four (4) roof drains located on the South side of the roof tied into the existing storm system will simplify the tapered insulation layout.

All ductwork, ceiling, grid, light fixtures will need to be replaced with the replacement of the roof.

The strip windows should also be replaced as they are part of the original installation, approaching 50 years of service, and are not impact rated.

The electrical and phone service should also be updated to fix code violations.

The purpose of this amendment is to get authorization to perform the services associated with the removal and replacement of the roof deck, replacement of the strip windows to impact rated windows, and updating of the electrical and phone service to fix current code violations.

II. SCOPE OF SERVICES

Amendment 1 – Roof replacement, Window replacement, electrical and phone update

- Removal of existing roof deck down to the structural joists, repair joists
- Installation of new metal roof deck
- Addition of 4 roof drains
- Replacement of HVAC Ductwork
- Replace ceiling, grid, diffusers, low voltage equipment, and light fixtures
- Replace Windows
- Rework electrical/phone service installation to fix code violations
- Provide Post Design Services for Amended Scope Items

III. SCHEDULE

See Attachment B

IV. CITY'S RESPONSIBILITIES

The City's responsibilities include providing the A/E with construction plans for any modifications to the library. This City should also remove ceiling tiles required for the roof deck evaluation.

V. DELIVERABLES

Deliverables include two sets of 24" x 36" paper along with electronic copy of repair plans and electronic copies of reports and construction cost estimate.

VI. A/E'S COMPENSATION

The A/E's Compensation is detailed in Attachment A.

REMAINING PORTION INTENTIONALLY LEFT BLANK

I. Manpower Estimate

Direct Labor Rates Classifications		Principal		Project Manager		Senior Engineer		Designer		Clerical		Total Hours	Labor Cost
Billing Rates: ¹		\$	250.00	\$	180.00	\$	170.00	\$	105.00	\$	70.00		
TASK													
1	Removal of existing roof deck down to the joists, repair joists				4							4	\$ 720.00
2	Installation of new metal roof deck				4							4	\$ 720.00
3	Addition of 4 roof drains				4							4	\$ 720.00
4	Replacement of HVAC Ductwork				4							4	\$ 720.00
5	Replace ceiling, grid, diffusers, low voltage equipment, and light fixtures, rework electrical/phone service for code compliance				4							4	\$ 720.00
6	Replace windows				4							4	\$ 720.00
7	Post-Design Services				4							4	\$ 720.00
Totals		0			28		0		0		0	28	\$ 5,040.00

II. Fee Calculation

Task	Labor Cost	Expenses	Subconsultant Services				Mark-up on Subconsultant Services	Total Cost Without Allowance
			MBA	McCarthy	Griner	MPS		
1	\$720.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$175.00	\$4,395.00
2	\$720.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$50.00	\$1,770.00
3	\$720.00	\$0.00	\$1,500.00	\$0.00	\$200.00	\$0.00	\$0.00	\$2,420.00
4	\$720.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,720.00
5	\$720.00	\$0.00	\$3,000.00	\$0.00	\$200.00	\$10,000.00	\$0.00	\$13,920.00
6	\$720.00	\$0.00	\$3,000.00	\$2,000.00	\$0.00	\$0.00	\$100.00	\$5,820.00
7	\$720.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,720.00
Total	\$5,040.00	\$0.00	\$9,500.00	\$6,500.00	\$2,400.00	\$10,000.00	\$325.00	\$33,765.00

III. Fee Limit

Lump Sum Cost	\$33,765.00
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MASON BLAU & ASSOCIATES, INC.

ARCHITECTS ■ PLANNERS ■ AA 0002779
 4625 EAST BAY DRIVE, SUITE 228
 CLEARWATER, FL 33764
 727.530.0570 p
 727.530.0672 f

WWW.MASONBLAU.COM

June 26, 2018

Ananda Kelley
 Cardno
 Main +1 727 531 3505
 380 Park Place Boulevard, Suite 300
 Clearwater, FL 33759
Ananda.Kelley@cardno.com

Re: Proposal for Professional Services
 St. Pete Beach
 Public Library
 Restrooms & Chiller
 St. Pete Beach, Florida
 MBA No. 17029

Dear Ms. Kelley:

We are requesting additional services for new scope items to be added to the project.

Task 3	Addition of 4 Roof Drains and Roof Deck Replacement	
	Change the existing roof design from the low slope structure lightweight type design, and replace and shim a new metal roof deck to level, add four (4) additional roof drains and provide a tapered insulation built up roof layout. Provide additional demolition/renovation drawing, notes and details to compensate for the revision.	\$1,500.00
Task 5	Replace Ceiling	
	Replace the existing lay-in ceiling through out the facility, ceiling grid, diffusers, low voltage equipment and light fixtures. Provide demolition and new reflected ceiling drawings, details and specifications.	\$3,000.00
Task 6	Replace Windows	
	Replace the existing exterior butt glazed strip windows with new tinted insulated impact rated storefront windows. Provide drawing details, tie-ins and specifications. Note: all exterior doors are being replaced by the Owner outside of our scope.	\$3,000.00
Task 7	Additional Shop Drawings & Construction Administration	
	Review of additional shop drawing submittals and additional construction administration services.	\$2,000.00
	Total Architectural Fee	\$9,500.00

*St. Pete Beach
Public Library
St. Pete Beach, Florida
June 26, 2018
Additional Services 01
MBA #17029
Page 2 of 2*

Total for all services listed above. Nine Thousand Five Hundred Dollars (\$9,500.00)

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Michael R. Mason, AIA, LEED AP
President

June 26, 2018

PROJECT NO. CRDNO17001

Ms. Ananda Kelley, PE
Cardno TBE
380 Park Place Blvd, Suite 300
Clearwater, FL 33759

RE: ST. PETE BEACH LIBRARY
REQUEST FOR ADDITIONAL SERVICES – ADD2
DESIGN REPAIRS

Dear Ananda:

Based on our discussion on June 20, 2018, we have been asked to provide the following additional services that are not included in our original scope of services. This is a request to bill for our time as "Additional Services" in accordance with the terms of our agreement and in the amount of \$6,500.00.

Additional services to design repairs to address:

Task 1	1) Removal of existing roof deck, re-level the existing roof structure to provide flat roof for new metal roof decking.	\$2,500.00
Task 2	2) Installation of new metal roof decking.	\$1,000.00
Task 6	3) Provide details for the attachment of new impact rated windows/curtain wall system above existing precast panels. (Design of curtain wall system by delegated engineer).	\$2,000.00
Task 1	4) Miscellaneous structural repairs to steel roof framing.	\$1,000.00
Total:		\$6,500.00

APPROVED AND ACCEPTED:



E. Michael McCarthy, P.E.
McCarthy and Associates
A Division of Pennoni

By: _____
Signature

Title: _____

Date: _____

Please sign and return. We will not proceed with these services until we receive a signed copy back to this office indicating your acceptance. This is not an invoice.



May 22nd, 2018

Ms. Ananda Kelley, P.E.
Cardno
380 Park Place Blvd, Suite 300
Clearwater, FL 33759

Re: St. Pete Beach Library HVAC

Dear Ms. Kelley:

I spoke with Jenny Luong and Mike Mason regarding the additional design work at the St. Petersburg Beach Public Library. It appears that there is internally lined branch ductwork at the Library which should be replaced in order to improve the indoor air quality. This proposal is in response to the change in our original scope.

DESIGN SERVICES

MECHANICAL

1. Review existing ductwork. Design new branch ductwork where there is existing internally lined duct.

GENERAL

1. One meeting during design is included in the base fee.
2. One set of reasonable red-line comments is included. All revisions to comply with code comments are included in the base fee.

FEES

My proposed fee is two thousand four hundred(\$2,400).

ADDITIONAL SERVICES/REIMBURSABLES

1. Except as noted above, contract administration, inspections, etc. are not included in the fee. These services as well as any other additional services outside the scope of the basic fee proposal will be billed at the following hourly rates:

Principal	\$150
Project Manager	\$95
Project Engineer	\$75
Designer	\$65
CADD Operator	\$55
Clerical	\$40

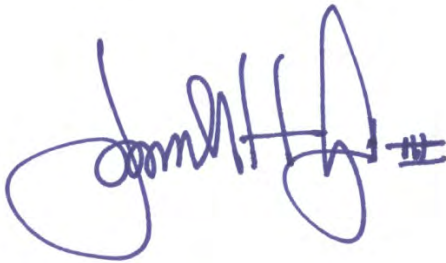
2. The cost of reproduction express delivery, travel, and other subcontracted services will be billed at invoice cost (or market rates in the case of in-house printing) plus a 10% fee. Plots/prints requested from GEI will be billed at a rate of \$.40 per square foot.

PAYMENT SCHEDULE

1. Progress billings will be issued on a monthly basis as work proceeds.
2. Terms are net thirty (30) days. In the event legal action is necessary to enforce the payment terms of this Agreement, GEI shall be entitled to collect from Cardno any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by GEI in connection therewith and, in addition, the reasonable value of GEI's time and expenses spent in connection with such collection action, computed according to the prevailing fee schedule and expense policies.

Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph H. Griner III", with a stylized flourish at the end.

Joseph H. Griner III, P.E., LEED AP
President



240 Pine Ave. North
Oldsmar, FL 34677

MPS ENGINEERING
www.mpseng.com
813.855.2721
AN M.P. SPYCHALA COMPANY

PROPOSAL

Date: June 29, 2018
To: Ananda Kelley
From: Michael P. Spychala PE
Subject: St. Petersburg Beach Library
MPS Job No: Proposal for expanded scope

Dear Ananda,

As requested I have prepared a fee for the additional electrical engineering services needed for the scope added to this project. The scope of work includes the electrical engineering services needed for replacement of the lighting throughout the building with new LED lighting, addressing electrical items associated with the ceiling grid replacement, reworking the electrical and phone service to fix existing code violations, addressing electrical items associated with the roof replacement and other minor electrical items associated with the remaining renovations scheduled for the building.

This proposal and fee is in addition to the agreed upon scope and fees already approved.

Based on these assumptions and on the preliminary information provided by your office, please consider the following fee proposal.

For Construction Documents	\$ 8,800.00
For bidding assistance and electrical shop drawing review	\$ 800.00
For construction administration services	<u>\$ 1,200.00</u>
Total fee for electrical engineering services	\$10,000.00

All direct expenses for printing, shipping, courier service, long distance phone calls, travel outside of the Tampa Bay area, preparation of electronic files for signing and sealing or for contractor or vendor use and other expenses incurred on behalf of the owner shall be reimbursable at cost. These items will be identified and listed separately on our invoices.

If additional services are requested, we will perform the services requested at our standard hourly rates. Our rates for this project will be as follows: Principal \$165.00 per hour, Professional Engineer \$135.00 per hour, Project Manager \$115.00 per hour, Designer \$95.00 per hour, Cadd Operator \$75.00 per hour, Clerical \$60.00 per hour. If definite scope of work is determined for the additional service, we can provide a fee quotation for the work. We will need written authorization for additional services.

If you have any questions about this proposal or about any of our assumptions, please call me at your convenience to discuss them. Thank you once again for your consideration.

Sincerely,

Michael P. Spychala PE

President



MASON BLAU & ASSOCIATES, INC.

Architects, Planners AA 0002779
4625 East Bay Drive, Suite #228
Clearwater, FL 33764
(727) 530-0570
(727) 530-0672 fax

May 15, 2018

Ms. Ananda Kelley
Cardno TBE Group, Inc.
380 Park Place Blvd., Suite 300
Clearwater, FL 33759
727/531-3505

Re: St. Pete Beach
Public Library Renovations
365 73rd Avenue
St. Pete Beach, Florida
MBA No. 17029

Dear Ms. Kelley:

Mason Blau and Associates, Inc. is pleased to submit this Architectural Report and recommendations for the St. Pete Beach, Library Renovation.

1.1 Background

The St. Pete Beach Public Library is a municipal library located downtown in the City of St. Pete Beach approximately two blocks from City Hall. The library is in an existing one story building of approximately 8,981 gross sq. ft. The building was originally completed in 1969. There are City documents indicating a roof replacement was bid in 1993. A partial building renovation occurred in 1995. The Public Toilets are currently being renovated by the City's own forces and is outside of our scope (Package #1). The main library includes a Collection Space for book shelves and reading room, Conference Room, Office, Work Room, Staff Office with Toilet, Public Toilets for Men and Women, and a Mechanical Room.

The City would like to do a partial renovation to the facility which includes a reroof, maintenance and repair on the exterior precast walls and cement plaster soffits (Package #3), and a HVAC Chiller replacement (Package #2). The basis of this scope was identified and included in an inspection report the City had completed by Advanced Building Inspections in September 23, 2016. The only departure from this basic report is the City started having issues with the HVAC chiller and a decision was made to look at updating this system.

1.2 Existing Conditions

The building envelope is constructed of architectural precast concrete infill walls and architectural precast concrete fascia panels. The roof's super structure appears to be structural steel columns and wide flange steel beams with steel bar joist framing for the roof. The windows glazing is fixed clear ¼" tempered glass set in a rabbet joints at the head and sill with silicone sealant, along with butt glazing and sealant at the vertical mullions. There is a sloped cement plaster (stucco) soffit that connects horizontally the precast fascia to the window head. The exterior doors are a combination of storefront, automatic glazed doors and hollow metal doors. The window and door openings do not appear to be designed to meet current code requirements for wind borne debris resistance. The roof assembly appears to have been replaced since it was originally built in 1969. The as-built drawings from 1969 indicate a bulb tee and mineral deck composite roof with built up roofing membrane. The current roof is a steel joist with a composite metal deck and what appears to be gypsum concrete (or lightweight) structural system, and includes 1" of expanded polystyrene insulation sandwiched in between. This is low-sloped roof and the structure is sloped for the roof up to 4" to the roof drains. The roof membrane appears to be an asphalt built-up roof with gravel ballast set in an asphalt flood coat. The roof base membrane is mechanically fastened through to the deck with screws set approximately 24" wide and 12" o.c.

Most of the interior finishes appear to be circa the 1996 renovation and are primarily carpet flooring, painted gypsum, and lay-in acoustical tile. The light fixtures appear to be florescent troffer type fixtures and the HVAC system includes lay in type diffusers in the ceiling.

1.2 Observations:

A visual tour and survey was made of the Library on December 12, 2017, and May 10, 2018. In general, the observations made are based on a visual survey without invasive selective demolition. The structural engineer (McCarthy Engineering a Division of Pennoni) requested 3 to 4 sample 12" X 12" roof cuts into the roof assembly down the metal deck by a licensed roofer. We were on site on May 10, 2018 when the roofer, Sutter Roofing, made these sample cuts. Although the facility appears to be maintained, there are obvious deficiencies on the building envelope we will attempt to address here.

The current roof (or roof deck) does not appear to be original. The roof type and construction appears to be consistent with the 1993 reroof bid documents. Bid documents indicated a built-up roof consisting of mechanically fastened ventilated 4 ply roof applied hot mopped asphalt with slag aggregate surfacing installed in flood coat of hot asphalt. The mechanical fasteners were intended to be corrosion resistant for "gypsum concrete". The roof vents and aggregate are easily identifiable on the roof. The guaranty requested in the bid documents is for five years. Assuming the roof was installed in 1993, the current roof is twenty-four years old and is outside of the requested warranty of five years, and outside the typical useful life of an asphalt built up roof which is typically 20 years before replacement is required. Run off from this roof

is sloped and captured with a roof drain system that slopes to terminate into City storm lines. Only an aluminum gravel stop edge was saw cut in the top of the fascia panel at the roof edge. It appears an overflow scupper cut was made at the North elevation in the gravel stop for water runoff. An overflow scupper is not required by code for this roof type since a parapet wall is not present and apparently some issues have occurred with standing water or run off. In general, the roof appears to be in good shape for the age of the installation. There were no obvious issues observed on the exterior surface of the roof. No roof leaks were evident from visual observations inside the Library. Any damage had been repaired. Typically leaks would be identified primarily by stained acoustical ceiling tiles, damaged/stained gypsum board and/or both, and/or stained paint. However, the exterior cement plaster (stucco) soffit between the window head and the precast concrete parapet shows signs of leaks. The exposed bottom surface of the soffit is severely water stained with efflorescence and delamination of both paint and surface on all elevations. These particular leaks may be endemic of some issues with flashing and sealant failure on the precast parapet to be discussed later.

During our first site visit on December 12, 2017, the structural engineer (refer also to structural engineers report and recommendations for the roof and building envelope) noticed significant rust on the underside of the metal roof deck during observation being made above ceiling. One small area of rust at a tie wire in the deck actually spalled off and was laying on a ceiling tile to be recovered. The structural engineer subsequently requested the sample cuts in the roof, mentioned previously, which occurred on May 10th. During the work to retrieve the samples, it was noted the roof assembly included corrugated metal deck with a slurry of gypsum concrete in the flutes, 1" of expanded polystyrene insulation on top of this with approximately 2-1/2" gypsum concrete coverage on top of this. The built up roof membrane had a protection board and base sheet which was mechanically fastened with screws to the deck. A cap sheet and asphalt flood coat and gravel were over the base sheet. The exposed metal deck in the sample areas was severely rusted on top and in some locations a ball point pen could be pushed through the rusted areas fairly easily at the sample cuts.

The architectural precast concrete wall and fascia panels are starting to show some obvious maintenance issues. The architectural precast surface is an integral exposed aggregate finish which tends to stain and discolor over time due to exposure and is in need of some attention. The sealant at all precast joints has started fail, crack and is pulling away from the joint surfaces where it is intended to protect and keep watertight. We are concerned the aluminum drip edge at the top of the fascia panel is not protecting the roof transition adequately at would typically be a coping type top. Additional selective demolition testing would be needed for the structural engineer to review the roof level fascia panels for damage. Many of the ground level precast concrete wall panel structural connections have rusted to point where remedial work is now required (See the structural engineer's report.)

The exterior cement plaster soffit appears to be a suspended ceiling system with wire ties, light gauge steel members, metal lath, and furring with 3/4" cement plaster. The soffit is sloped down 8" in height from the bottom of the parapet to the window. Fiberglass batt insulation has been laid over the top of the metal lath in the interior interstitial space. As mentioned previously,

staining and damage to the soffit is significant. On the North elevation, it appears at one a time a remedial attempt to install a drip edge at the bottom of the precast fascia was made to assist water flow from running down the soffit. The slope in the soffit and the lack of a drip edge could also have been impacted by water flow. The top of the fascia parapet does not have a typical gravel stop roof edge which would wrap down usually a minimum of 4", and the sealant at the precast fascia panel joints is failing. A leaking roof or any one or combinations of the conditions mentioned could be contributing to water damage at the soffit.

The high strip windows are a minimalist type of butt glazing. There are no traditional window, storefront or curtain wall aluminum frames to receive the 1/4" tempered glass. The sealant for the windows appears to need maintenance. As mentioned previously, the windows and doors do not appear to be impact rated.

The City has requested replacement of the existing HVAC air cooled chiller located on the exterior of the North elevation. This is a fairly easy change out as far as construction means and methods go. The mechanical engineer (Griner Engineering) has also recommended replacement of the HVAC lined ductwork throughout the facility. This work will require removal of significant portions of the lay-in ceiling grid, ceiling tile, HVAC diffusers, fluorescent troffer light fixtures, and low voltage systems. The ceiling and related systems appear to be from the 1996 renovation and salvage and reuse may not be really practical.

1.3 Recommendations:

We understand the City of St. Pete Beach's intent for the Library and we can make recommendations consistent with the requested scope: a reroof, maintenance and repairs of the building wall envelope, and an HVAC chiller replacement. However, in our professional opinion, it appears the scope needs to be expanded in the best interest of the City and taxpayer's dollars. The new proposed scope for the roof would be a total demolition and removal of the existing roof and composite roof deck down the structural joists. The existing metal roof deck is badly deteriorated and repair is a highly questionable alternative and it should be replaced now. The structural system will need to be evaluated by the structural engineer, but should conceptually remain intact. We recommend installation of a new metal deck and a mechanically fastened tapered insulation type built up roof. The tapered insulation should be a minimum of 3" to 4" of polyisocyanurate with a 1/2" protection board to target an approximate average R value of 30 for the entire roof assembly. The addition of Four (4) roof drains located on the South side of the roof tied into the existing storm system could simplify the tapered insulation layout. The built up roof would be a modified bitumen multiple plies type membrane. The tapered roof system should be specified for the appropriate wind pressures and include a 20-year NDL guaranty. We would also recommend a typical aluminum gravel stop edge be installed to overlap the precast concrete fascia panel greater than 4" in length down the face.

The precast concrete panels should be cleaned with a pressure washer, a masonry cleaner and mildicide. Once the face is cleaned, the precast aggregate surface should be coated with a clear

St. Pete Beach
Public Library Renovations
Architectural Report
May 15, 2018
MBA #17029
Page 5 of 5

water tight sealer to protect and extend the life of the wall and fascia panels. The precast joints should have all existing sealant and backer rod removed. The joint faces should be cleaned and prepped to receive new silicone sealant and backer rod. The silicone sealant should be specified to have a twenty year warranty.

The sloped cement plaster soffit should be replaced with a new flat or level cement plaster soffit suspended with wire ties, light gauge steel members, metal lath, furring with $\frac{3}{4}$ " cement plaster, and a drip edge termination at the bottom of the precast concrete fascia. We would recommend a vertical clear aluminum break metal panel to gap the exposed 8" distance at the window head.

The strip windows, at a minimum, should have the sealant removed and replaced at the head, sill and jambs. Since the windows appear to be part of the original installation and are approaching 50 years of service and are not impact rated, consideration should be given to update them with impact rated, energy efficient glass, and aluminum frames. Also, probably all exterior doors should be considered for replacement.

As part of the chiller replacement, the mechanical engineer is recommending replacement of the HVAC ductwork throughout the facility. The ductwork replacement will require removal of major portions of the suspended interior ceiling. If the roof deck is replaced, removal of the ceiling is mandatory. Since the ceiling, grid, diffusers, low voltage equipment and florescent troffer light fixtures are over twenty years old, although salvage and reuse could be an option, we recommend replacement with updated finishes, devices and LED light fixtures.

We acknowledge, the other consultants are currently recommending options that could have architectural implications. Obviously, the City will make those decisions based on budget and best value. The proposed scope of work will also impact the operation and use of the library. Careful phasing of the work could lessen the impact. However, consideration needs to be given to protect the public and staff during construction activities. Also, the Library collection and contents will need to be protected or relocated during construction to ensure exposure to weather or construction work is not a concern.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Michael R. Mason, AIA, LEED AP
President

May 29, 2018

Project No. CRDNO17001

Mrs. Ananda Kelley, P.E.
Structures Practice Group Manager, Cardno
380 Park Place Blvd. Suite 300
Clearwater, FL 33759

**RE: ST. PETE BEACH LIBRARY RENOVATIONS
365 73RD AVENUE
ST. PETE BEACH, FL 33706
EXPLORATORY ROOF DEMOLITION AND SURVEY**

Dear Mrs. Kelley,

At your request, a site visit was conducted on Thursday, May 10, 2018 with James Vincent Barnes III, P.E. representing McCarthy and Associates, a Division of Pennoni. During the site visit, access to the property was provided by Mr. Brett Warner, P.E., City Engineer for the City of St. Pete Beach. Our services included a survey of the underside of the roof deck for damage, exploratory demolition of (4) roofing cores by Sutter Roofing. After the completion of the roofing cores this report was prepared summarizing our findings.

A previous report has been issued by our office regarding damages to the building's precast wall panels. See our previous report dated December 15, 2017 for a description of the structure and our findings regarding the damaged precast panels used to form the exterior building's walls.

1.0 Field Observations of Damaged Areas

The following field observations were made during the site visit and pertain to only the roof deck. Where applicable, preliminary repair recommendations have been included. Damages/issues identified in this survey have been indicated on the Limited Condition Assessment Plans by "key code" marks. For example, Corrosion of Deck is listed as **(CD)** on the plans, attached in Exhibit A.

1.1 Review of Metal Roof Deck

The bottom deck of the galvanized S-style corrugated roof deck panels was accessed by the removal of several ceiling tiles along the west facing elevation. The decking is approximately 7/8" deep and estimated to be 22 gauge in thickness.

Damage/corrosion to large portions of the decking were identified throughout the underside of the roof. It is estimated that approximately 30-40 % of the visible underside surface area has corrosion. The corrosion has significantly structurally weakened the decking. Several holes in the metal roof decking measuring 1-4 inches were noted throughout the field of the deck at locations of previous deck penetrations/wire hangers and roof insulation fasteners. See picture 5.

The decking was also noted to have minimal attachment to the steel roof joists or panel side laps. Typically, the decking is fastened to the main supporting members with either 5/8 diameter puddle welds or Tek screws. The lack of attachment at the panel side laps likely contributed to material seepage thru the joints when the built-up roof was installed. See the below picture 3.



Picture 1 – Deck Damage at Panel Seam



Picture 2 – Damaged Roofing Around Drain



Picture 3 – Minor Corrosion of Main Truss



Picture 4 – Corrosion at Penetration



Picture 5 – Corrosion of Deck at Fastener Penetration

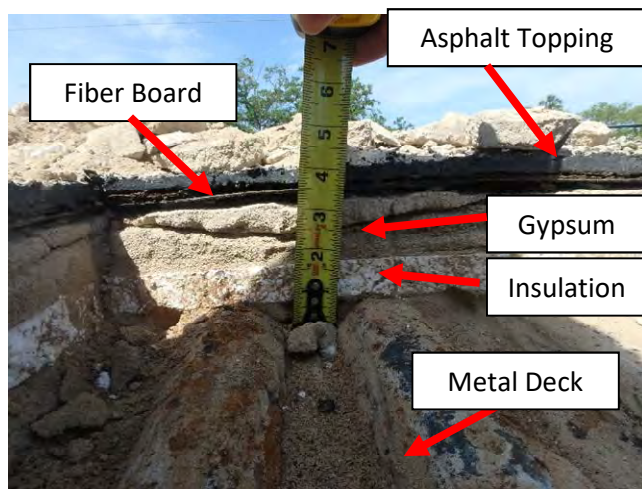
1.2 Review of Built Up Roofing

Four (4) exploratory cores approximately 1'-0" x 1'-0" were completed throughout the top of the roof to review the composition of the roofing and inspect the top side of the metal deck for damage.

The roofing was found to be comprised of the following:

Table 1 – Description of Roofing Composition / Thickness					
Core Number Location	Aggregate/ Hot Mopped Asphalt	Fiber Board and Underlayment	"Gypsum" Concrete	Polystyrene Insulation	Total Thickness
1 - SW Corner	Yes (~1/2")	Yes (~1/2")	1 1/2"	1"	4"
2 - South Central	Yes (~1/2")	Yes (~1/2")	2 3/4"	1"	4 3/4"
3 - Near NE Roof Drain	Yes (~1")	Yes (~1/2")	2 3/4"	None	4 1/4"
4 - North Elevation Near Roof Edge	Yes (~1")	Yes (~1/2")	2 1/2"	None	4"

See the attached plan sheet 1 for Roofing Core Locations.



Picture 6 – Example of Roofing Core



Picture 7 – Swollen Fiber Board



Picture 8 – Corrosion of Metal Deck



Picture 9 – Corrosion at Penetration

From the completion of the roofing cores, the following issues were identified:

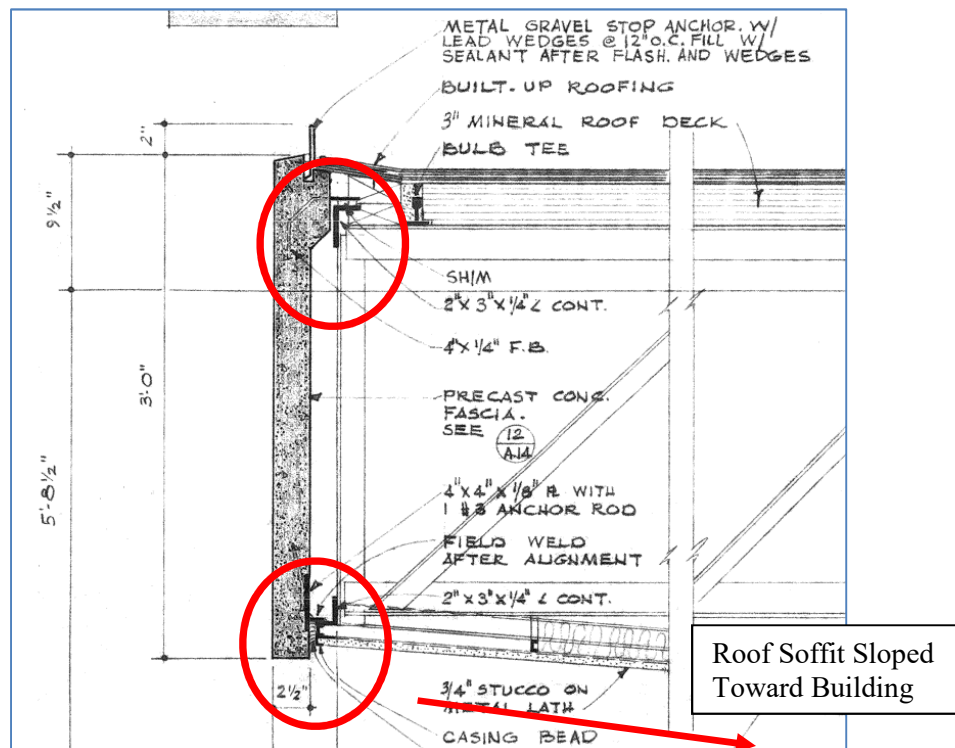
- The roofing fiber board was found to be damp, swollen and decayed.
- Corrosion/rust was found on the top side of the decking.
- The 6" roof fastening screws that had been used to secure the polystyrene insulation to the roof deck penetrations were found to be protruding through the top layer of asphalt, see photo 4. This has likely contributed to water intrusion into the roofing system at each fastener location and corrosion of the roof deck.
- Brittle and damp gypsum layers.
- Varying depths of roofing and missing locations of polystyrene insulation on north elevation of roof. It is likely that the insulation was not installed near the roof drain to facilitate the tapering of the roofing system.

It is estimated that the roof deck including the 4-ply built up roof weighs 20 psf.

1.3 Roof Fascia and Soffit

The perimeter of the roof fascia is comprised of precast concrete panels with an exposed aggregate finish. During our site visits we did not identify major distress or displacement in the fascia panels. The panels are connected to the steel roof framing of the building with steel embed plates, see Figure 1 for an excerpt detail from the original 1968 plans. A comprehensive review of the panel connections could not be completed due to limited accessibility. However, given that the water intrusion was noted along the bottom edge of the roof fascia (Picture 11), it is possible that some of the embedded steel connections are damaged. The removal of the roof deck or the roof soffit would be required to verify this.

The damaged roof soffit is also recommended to be removed and replaced to address the water intuition along this portion of the building's exterior. The exterior soffit edge would benefit from the installation of a drip edge and resloping of the soffit to direct water away from the building. See the Architect for additional information.





Picture 10 – Example of Roof Fascia Panels



Picture 11 – Example of Roof Soffit

1.4 Additional Miscellaneous Roof Framing Issues

During our review of the underside of the roof deck, we noted isolated locations where roof bracing had become detached, see Picture 10. It is likely that the failed connections are the results of insulation defect and corrosion of the welds from water intrusion. These damaged connections will need to be addressed during the re-roofing of the building.



Picture 12 – Example of Detached Bracing

2.0 Conclusion

Based on our visual assessment of the underside of the deck and the exploratory roofing cores extensive damage to the deck and missing attachments were identified. The corrosion of the roof deck has significantly weakened the load bearing capacity of the deck and the effectiveness of the roof diaphragm. Therefore, it is recommended that as part of the re-roofing of the building, the existing metal roof deck be removed replaced.

To replace the roof deck, it is likely that the interior contents of the building will become exposed to the elements. The interior contents of the building may need to be temporarily relocated and the drop ceiling replaced as part of the replacement.

During the roof or soffit replacement, the connections of the concrete fascia panels are recommended to be inspected for damage.

3.0 Replacement Roof Recommendations

Preliminary the roof and deck are recommended to be replaced as follows:

1. The new roofing system should be designed within 5% of the of the existing roof deck. If a heavier roofing system is selected, then additional structural analysis of the building will be required to determine if additional roof reinforcement is required to resist the current wind loading.
2. The roof deck is recommended to be replaced with a 1 ½" Type B galvanized metal deck. The deck can be attached to the existing steel structure with puddle welds or Tek screws.
3. Based on our consultation with the Architect, Mason Blau & Associates, Inc., the replacement roofing could consist of tapered insulation with a modified built up Torch down. See Architect for additional information.

4.0 Limitations

Information for our investigation and assessment was obtained solely from visual observation made at specific areas of the building where concerns were reported. There was limited visual access to structural building components and we did not conduct a comprehensive inspection of the building.

The sign and seal on this project indicates professional engineering responsibility for the structural portion only. General architecture, life safety, accessibility, electrical, mechanical, etc. are the responsibility of others.

If field conditions change, are different than indicated, or additional damage is uncovered, it is the responsibility of all interested parties to notify the Engineer.

All work shall be completed by a Florida certified contractor.

The sign and seal on this project indicates professional engineering responsibility for the structural portion only. General architecture, life safety, accessibility, electrical, mechanical, etc. are the responsibility of others.

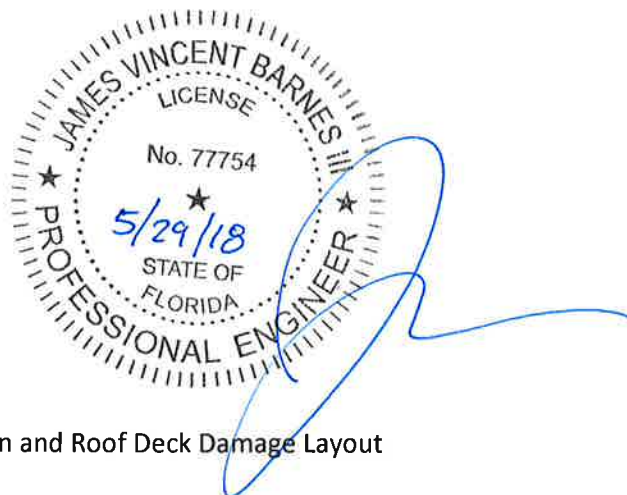
If you have any questions or need additional information, please feel free to contact us.

Sincerely,
McCarthy and Associates
A Division of Pennoni

James Vincent Barnes III, P.E. 77754
Project Engineer

Attachments:

- Exhibit A – Roofing Core Location Plan and Roof Deck Damage Layout



AREA OR ROOF NOT
AVAILABLE FOR REVIEW
DUE TO HARD DROP CEILING

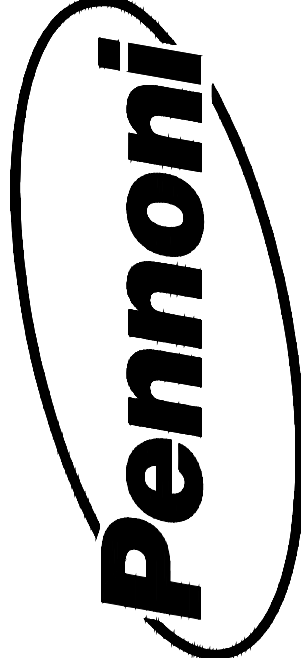


McCarthy and Associates
A DIVISION OF PENNONI ASSOCIATES, INC.
2555 Nursery Road, Suite 101
Clearwater, FL 33764-3080
(727) 538-5719
F 727 538-5719
James Vincent Barnes III, P.E.
Florida P.E. #7735
Pennon Project No. CRDNO17001

NOT FOR CONSTRUCTION - NOT FOR FINAL PRICING - SUBJECT TO CHANGE

LEGEND	
	APPROXIMATE LOCATION OF VISIBLE METAL ROOF DECK DAMAGE
	SOFT ROOF
	HOLE IN DECK
	HOLE IN DECK

NOTES:	
1. SITE VISIT PERFORMED ON MAY 10, 2018.	
2. THIS PLAN SHALL NOT BE CONSTRUED AS A LIST OF ALL POSSIBLE DAMAGES. DAMAGE TYPES NOT IDENTIFIED HEREIN HAVE NOT BEEN INCLUDED FOR REFERENCE ONLY.	
3. SEE THE SITE VISIT REPORT FOR ADDITIONAL INFORMATION.	



PENNONI ASSOCIATES INC.
1900 Market Street, Suite 300
Philadelphia, PA 19103
T 215.222.3000 F 215.222.3588

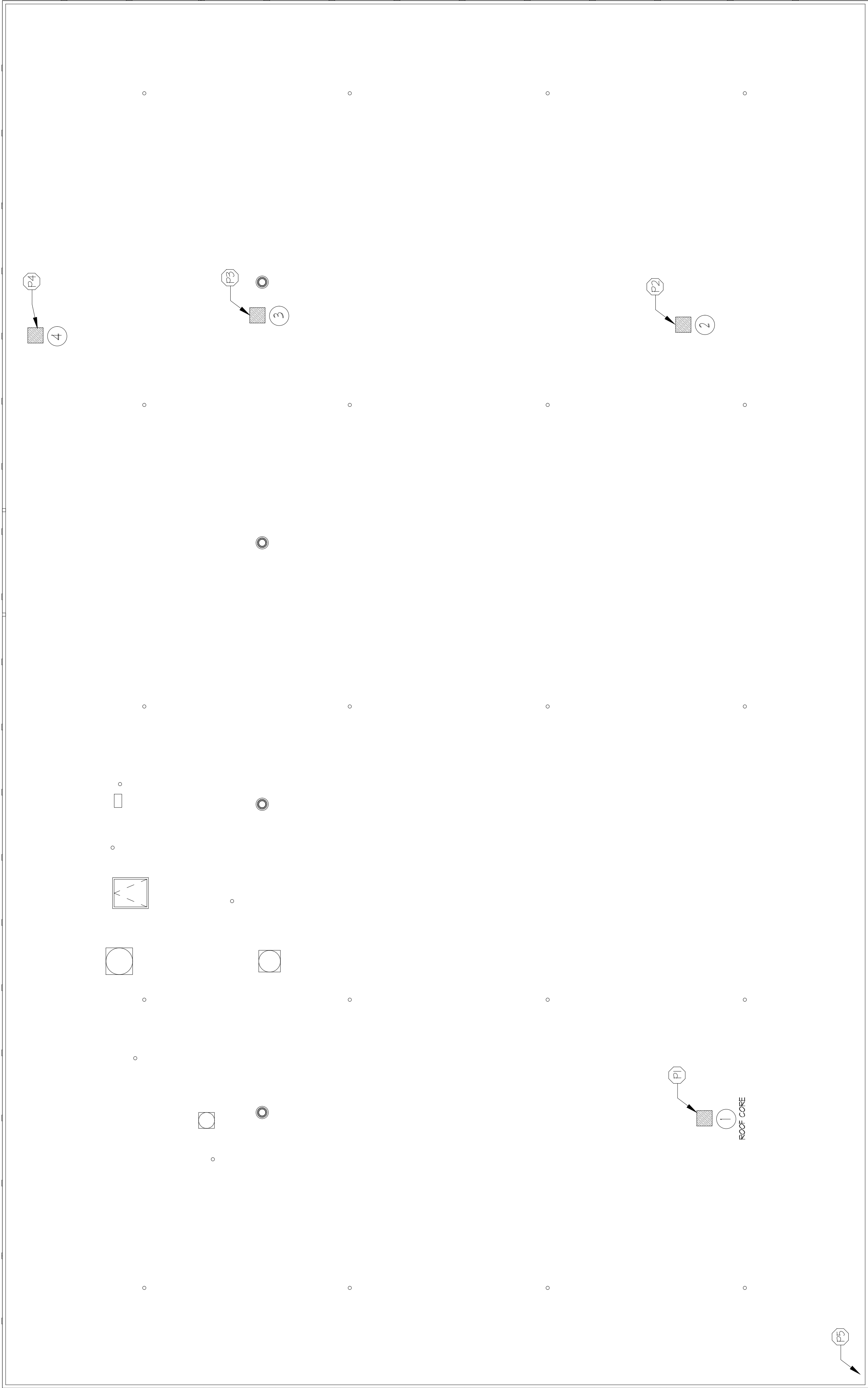
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ST. PETERSBURG BEACH
PUBLIC LIBRARY
365 73RD AVE
ST. PETERSBURG BEACH, FL

PROJECT	CRDNO17001
DATE	05/24/2018
DRAWING SCALE	N.T.S.
DRAWN BY	TS
APPROVED BY	JVB
ROOF DECK DAMAGES SHEET 2 OF 2	

McCarthy and Associates
A DIVISION OF PENNONI ASSOCIATES, INC.
2555 Nursery Road, Suite 101
Clearwater, FL 33764-3080
(727) 536-7777
1740 3rd St. N.
Florida, Clearwater 34618
James Vincent Barnes III, P.E.
Florida License # 77533
Pennon Topgat, Inc. CRDNO17001

NOT FOR CONSTRUCTION - NOT FOR FINAL PRICING - SUBJECT TO CHANGE



ROOF PLAN
SCALE: 1/8" = 1'-0"



P1



P2



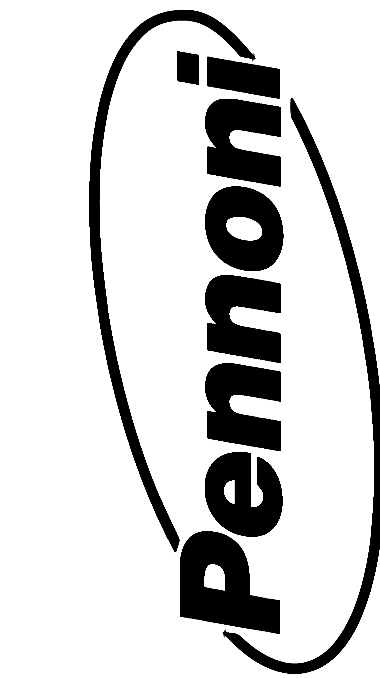
P3



P4



P5



PENNONI ASSOCIATES INC.
1900 Market Street, Suite 300
Philadelphia, PA 19103
T 215.222.3000 F 215.222.3588

**ST. PETERSBURG BEACH
PUBLIC LIBRARY
365 73RD AVE
ST. PETERSBURG BEACH, FL**

PROJECT **CRDNO17001**

DATE **05/24/2018**

DRAWING SCALE **N.T.S.**

DRAWN BY **TS**

APPROVED BY **JVB**

**ROOFING CORE
LOCATION
SHEET 1 OF 2**

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

Issue Considered: Appointment to the General Employees' Pension Board of Trustees

Date: August 28, 2018

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: There are currently two positions vacant on the General Employees' Pension Board. One seat is Commission appointed and one seat is Commission approved.

Mr. Tim McLean has contacted the Clerk's Office with interest in serving in the position that is appointed by the City Commission. The term is a two-year appointment.

Requested Motion: "I move to appoint Mr. Tim McLean to the General Employees' General Pension Board of Trustees for a term of two years, beginning October 18, 2018.

Attachments: Citizen Talent Bank Application
Correspondence from Mr. Tim McLean

Reviewed by *WS*
City Manager: -----

**CITIZEN TALENT BANK APPLICATION
CITY OF ST. PETE BEACH**

If you are interested in serving the City either as a Board or Committee member, a poll worker or a volunteer, please select any of the following options. You MUST be a city resident in order to serve as a Board or Committee member.

If you need information on voter registration, please call: 727-464-3551

My preferences are:

☐ Beach Stewardship Committee	☐ Historic Preservation Board
☐ Board of Adjustment	☐ Library Advisory Board
☐ Code Enforcement	☐ Planning Board
☐ Finance and Budget Review Committee	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☒ General Pension Board	☐ City Volunteer
☐ Election Poll Worker: Call 464-6108	☐ Hurricane Response Team

Other: _____

Explain:

Please complete the following information:

Name: Tim McLean

Street Address: 824 Boca Ciega Isle Drive
St. Pete Beach, Florida 33706

Mailing address if different from above:

Phone No. (727) 641-0126

E-mail.: tim.mclean@allstate.com

Fax No. () _____

Work No.: 727-572-6562

Please return this form to:

Rebecca C. Haynes, City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706
(727) 363-9220 Office
(727) 363-9236 Fax

Email: cityclerk@stpetebeach.org

Rebecca Haynes

From: McLean, Tim <Tim.McLean@Allstate.com>
Sent: Monday, June 18, 2018 10:50 AM
To: Rebecca Haynes
Subject: FW: Pension Board follow up

Here is a brief outline of my current role and experience for reference.

Marketing Manager – Allstate Insurance Co., 30 + years experience

- Various roles, responsibilities, and accomplishments
 - Underwriting/Risk Management
 - Product Management
 - Marketing
 - Leadership roles in all functions
- Current role includes
 - Leading employee Consultants
 - Work with 730 + Allstate Agencies in Florida
 - Managing \$1M + Marketing budget

If you need anything else, please let me know.

Thanks,

Tim

Tim McLean

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

Issue Considered: Request approval of the proposal for City wide Holiday Decorations in the amount of \$41,307.50 from Clark Sales Display, Inc.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Clark Sales Display, Inc. has a contract with the City of Treasure Island which St. Pete Beach can piggyback. City wide Holiday decorations include a tree and decorations in Horan Park, tree wraps on Gulf Blvd., and decorative pole mounts and lamp post wraps throughout the City.

Funding: 001-6103-541-5469

Requested Motion: “I move to approve the proposal for City wide Holiday Decorations in the amount of \$41,307.50 from Clark Sales Display, Inc.”

Attachment: Clark Sales Display, Inc. Proposal

Reviewed by the City Manager: WS

Qty	REF.	Description	Price	Extend
		STAR TOPPER DONE IN NATURAL BRANCH GARLAND COMPLETE WITH OVER 935 C7 LED LIGHTS 306 TRADITIONAL COLORED ORNAMENTS 4"-8" IN SIZE 4' 3D TREE TOPPER BASE SIZE IS 10' IN DIAMETER		
1	SSTL 48 49	ANIMATED SANTA SLEIGH W/ 4 REINDEER 58' X 15' LED	\$2,875.00	\$2,875.00
1	SSTL 48	11' W X 8' T ANIMATED SANTA W/SLEIGH (1450 WATTS / 13 AMPS)	\$0.00	\$0.00
4	SSTL 49	10' W X 14' T ANIMATED REINDEER IN FLIGHT (1125 WATTS / 10 AMPS EACH)	\$0.00	\$0.00
1		** ADDED 50 MORE POLES FOR 2018****		
		NEW POLES ON PASS A GRILLE WAY FROM 19TH AVE TO 32TH AVE		
73	LAMP	25' GREEN POLE TRIM SPIRALED DOWN SMALL LAMPPOST WITH A 2- 24" LARGE RED VINYL AFFIXED TO THE TOP	\$88.00	\$6,424.00
1	INFO	DECORATIONS WILL BE INSTALLED IN NOVEMBER, AND REMOVED TO OUR STORAGE FACILITY IN JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS. THIS ALSO INCLUDES THE RESETTING OF GFCI BREAKERS THAT POP DUE TO MOISTURE, RAIN, SPRINKLERS, ETC. ** ALL TREE LIGHTING WILL BE INSTALLED IN SEPTEMBER OR OCTOBER FOR A NOVEMBER PLUG IN**	\$0.00	\$0.00
TAX				
TOTAL ANNUAL LEASE				\$41,307.50

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above, it is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

Signature: _____

Signature: _____

Name: _____ Title: _____

Date of Acceptance: _____

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

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

Issue Considered: Request approval of the task order proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$115,165.00, for the Lidar survey of the Pass-a-Grille district from 12th Avenue to 7th Avenue.

Date: August 28, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested a task order proposal from George F. Young, Inc. for professional engineering and surveying services in support of a drainage assessment for the Pass-a-Grille district, from 12th Avenue to 7th Avenue. The goal of this assessment is to evaluate the roadways in this area, and determine how efficiently they convey Stormwater towards the drainage structures along the newly constructed Pass-a-Grille Roadway.

This task order's scope of services includes grant support, survey, civil engineering, and GIS data collection.

Funding: CIP – Street Rehabilitation
301-8000-590-5650

Requested Motion: “I move to approve the task order proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$115,165.00, for the Lidar survey of the Pass-a-Grille district from 12th Avenue to 7th Avenue.”

Attachment: Task Order Proposal from GFY

**Reviewed by the
City Manager:** WS

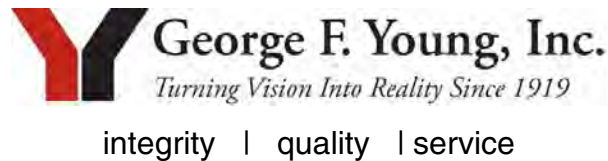


PROJECT **PROPOSAL**

Pass-a-Grille Surface Water Drainage Assessment

Prepared for **The City of St. Pete Beach**
155 Corey Avenue St.
Pete Beach, FL 33706
Mike Clarke, Public Works Director
P: 727.363.9243 | E: mclarke@stpetebeach.org

Prepared by **George F. Young, Inc.**
299 Dr. Martin Luther King, Jr. Street North
St. Petersburg, FL 33701
Matt Walker, PE, Project Manager
P: 727.822.4317 | E: mwalker@georgefyoung.com



August 7, 2018

City of St. Pete Beach
ATTN: Mike Clarke, Public Works Director
155 Corey Avenue St.
Pete Beach, FL 33706

In response to your request, George F. Young, Inc. (GFY) is pleased to provide you our proposed scope and fee for professional engineering and surveying services for the Pass A Grille Surface Water Drainage Assessment project at the south end of Pass-a-Grille, generally between 1st Ave and 12th Ave. This scope reflects our previous correspondence regarding the property and project, our understanding of the project, our research efforts, and the information provided. We trust the information contained in the attached proposal is consistent with your understanding.

Our basic scope of services amounts to \$115,165. We are open to additional scope discussions and subsequent fee negotiations or general condition adjustments that may need to be made upon your review.

We appreciate the opportunity to be of service to you on this project and look forward to working with you on the successful development of the Pass-a-Grille Surface Water Drainage Assessment project. Please feel free to contact me if you should have any questions or require any changes.

Sincerely,

George F. Young, Inc.



Jerry Dabkowski, PE
Project Director
P: 727.822.4317
E: jdabkowski@georgefyoung.com



727.822.4317



299 Dr. MLK Jr. Street North
St. Petersburg, FL 33701



www.georgefyoung.com



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PROJECT UNDERSTANDING

It is our understanding that areas of the Pass-a-Grille Beach section of the City of St. Pete Beach suffer from localized flooding and periods of standing water after storm events. This is likely due to a number of contributing factors such as the condition of the existing asphalt roadways, the shell alleys running thru the interior of the peninsula, decades of development prior to stormwater management facilities being required by law and the proximity of this area to the Gulf of Mexico and Intercoastal Waterways which contribute to high water tables at various times during the day.

The City of St. Pete Beach engaged George F. Young, Inc. (GFY) in conversations to help determine whether a comprehensive approach to solving stormwater challenges would be feasible in this area. The comprehensive approach involves providing a proof of concept that drainage problems over a several block area can be alleviated by preparing a detailed survey of the area, analyzing existing drainage patterns and locating problem areas and low spots, and offering an engineering solution that takes standing surface water east to Pass-a-Grille Way stormwater management system and to the Intracoastal waters.

To do this GFY is proposing to prepare survey based on laser scanning that will provide details from Right of Way to Right of Way in such a level of detail that allows our engineers and GIS technicians to review and provide recommendations to the City.

The location of this study would be for an area between 7th Avenue and 12th Avenue. This covers the area around the Hurricane Grill and Keystone Motel as well as the City park between 9th and 10th Avenues. This area was initially selected by the City to allow for concurrent design and construction with a separate project along Gulf Way that is anticipated within the next 24 months.



Project Schedule

Based upon needs of the City and budget constraints, the schedule will be developed at the notice to proceed.

Funding

State and Federal funding may be available to fund a portion of the design and construction of this project.

Scope of Services

Pricing is in the Project Costs Section of this proposal (page 9).
Pricing is based on the following scope of services:



Grant Writing – GFY will prepare grant applications for the Florida Department of Environmental Protection (FDEP) and the Southwest Florida Water Management District (SWFWMD). The FDEP grant is available for studies while the SWFWMD money may be available for construction.



Survey – Provide a laser scan of the selected work area and provide that data to the City of St. Pete Beach. The 3D Laser Scans will create an accurate 3D model of the survey area providing the accurate elevation information while also capturing additional information of structures that can be implemented into the City's GIS database for asset management.



Civil – Delineate survey data for the City to identify low areas and areas subject to standing water. Provide exhibits showing existing drainage patterns, highlighting the problem areas for City staff to review. The engineering team will then analyze the survey data to provide options to the City of St Pete Beach to improve surface drainage in the area. Once an accepted plan for implementing drainage improvements is generated, GFY will prepare exhibits and schematic plans for City staff to review and present our findings to the City Council.



GIS – Our GIS Staff will utilize the survey data collected to assist the City with identifying existing assets and helping them incorporate the survey data into the City GIS system. GFY will prepare the design data from the survey and engineering CADD data and assemble them into a local GIS geodatabase. GFY will then migrate the features into a provided datamodel and populate with relevant and available feature attributes. This geodatabase will be submitted into the City's GIS system.



GEORGE F. YOUNG, INC.

ABOUT US

Welcome to George F. Young, Inc.

Everything we do is about improving and evolving the communities we live in. We achieve this by helping our partners turn their vision into reality. We are a full-service engineering and surveying firm ready to take on our client's challenges.

George F. Young brings new thinking and fresh ideas to every project. Through communication and training, we stay well engaged in the ongoing development of new technologies, processes and regulatory changes in the engineering and survey industries. If there is a way to do it better, we find it!

Beginning in 1919, the idea was simple: "provide the highest attention to solutions and stay passionately committed to integrity, quality, and service". As one of the most recognized, long-standing companies in Florida, we offer a dedication to serving our clients with the very best service. We do that by embracing a passionate culture of putting the customer at the center of everything we do.

The multiple projects completed over the decades have resulted in a solid reputation for outstanding technical knowledge, based on our experience, and the promise to approach each project with attention and integrity.

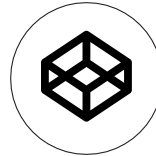


From Concept to Completion

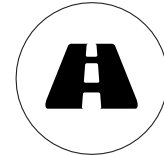
Our expertise includes both land development engineering and site-specific design for hospitality, multifamily, retail, institutional, industrial, community and recreational uses, for the public and private sector including stormwater, utilities, and GIS services.

From project concept through completion, we will provide the resources of our experienced staff of professionals, technicians, and specialists who are dedicated to delivering service second to none. Our approach is combining our full service, in-house team and assigning one project manager, whether it's for one service or various services, and to provide a single point of contact with coordinated effort to seamlessly move your project from start to finish.

We continue to stand by the core values that our founder, Mr. Young, built this company on and will remain passionately committed to integrity, quality and dedication to superior service and long-term relationships.



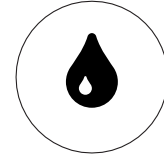
Civil Engineering



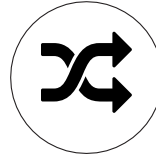
Traffic Engineering



Land Surveying



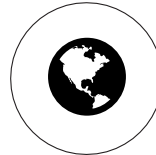
Water Infrastructure



Subsurface Utility Engineering



Utility Coordination



GIS



Ecology



1
2
3

RELEVANT CAPABILITIES

Civil / Drainage Engineering

Development of sustainable environmentally sound stormwater management solutions that minimize / eliminate flooding while also recharging natural systems and complying with progressively more stringent Federal and State water quality is one of the most significant challenges facing local communities. GFY has successfully completed hundreds of stormwater management projects in Florida which have provided our clients with solutions that met their needs, often providing unanticipated benefits, and reducing life cycle costs.

Our design process includes design and upgrading of stormwater collection systems comprised of smaller underground piping systems, ditches, stormwater retention and detention ponds, lakes, overflow structures and culverts.

Land Surveying (3D Laser Scanning)

At GFY we have the latest laser equipment and software to properly perform and process 3D laser scans. With 3D Laser Scanning, GFY can quickly capture highly accurate measurements of project sites. 3D Laser Scanning is a non-contact, non-destructive technology that digitally captures the landscape and structures of the real world using a line of laser light. 3D laser scanners create "point clouds" of data from the surface of an object, enabling us to capture infrastructure and facilities in their exact size and shape as a 3D computer representation.

GIS and Asset Management

GFY has experience engineering, surveying, and providing GIS services for Stormwater assets. Stormwater, unlike Water and Wastewater, is often not a closed pipe network. GFY understands the challenges of mapping a stormwater system into a GIS system that provides a geometric network allowing up and downstream tracing capabilities on a piped or ditched system.

GIS is the ideal tool for conducting, developing, and maintaining asset inventories and performing asset management. The GFY staff has over 20-years' experience in the collection, conversion and condition inspection of local government assets. George F. Young is currently working with the City of St. Pete Beach on the development of their GIS system.



\$

PROJECT COSTS

7th Ave to 12th Ave



Description	Fee Type	Fee
Grant Writing	Lump Sum	\$10,900
Civil Drainage Services	Lump Sum	\$84,265
Surveying Services	Lump Sum	\$20,000
GIS Services	Lump Sum	As needed
Total		\$115,165

St. Pete Beach City Commission Agenda Report

Issue Considered:	Ordinance 2018-10, First Reading and Public Hearing. An ordinance of the City of St Pete Beach, Florida providing for addition to Appendix A (Fee Schedule) Code of Ordinances.
Date:	August 28, 2018
Prepared By:	Jennifer McMahon, Recreation Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	We need to establish rates for patio rentals in Pass-A-Grille since the city will be taking over that responsibility in the near future. The following rates are proposed: City operated markets: \$25 + tax per vendor 4pm – 10pm: \$450 for 3 hour rental (minimum) + tax; additional \$100 for each additional hour after 3 hours; \$200 deposit due at time of booking. • A renter can rent anytime between the hours of 4-10pm. Set up and clean up times must be factored in that time. All renters must be off the premises by 10pm. • Additional fees: if the Renter does not have event liability insurance, the renter must purchase that through the city for an additional \$150.00 • The rental amount gives the renter exclusive use of the patio space. It does not include tables, chairs, liability insurance, decorations, food, garbage bins or bags. The renter must supply those items needed for the event. • Renters wishing to put up a tent must fill out a temporary structure permit application and pay the \$25 permit fee.

Requested Motion: "I move to approve Ordinance 2018-10, on first reading (read title)..."

Attachments: Ordinance 2018-10
Appendix A
Fee Comparison

**Reviewed by
City Manager:** WS

Ordinance 2018-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO APPENDIX A (FEE SCHEDULE) 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 Appendix A (Fee Schedule) of the Code of Ordinances; and

WHEREAS, the City Commission desires to re-define certain fees and charges in Appendix A (Fee Schedule); and

WHEREAS, the City Commission desires to amend or delete certain fees and charges included in Appendix A (Fee Schedule); and

WHEREAS, the City Commission desires to establish additional fees and charges to be included in Appendix A (Fee Schedule); 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. Appendix A (Fee Schedule) of the Code of Ordinances is hereby amended as illustrated “Exhibit 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:
Final 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 the _____ day of _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

“EXHIBIT A”

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

	Description	Amount
	Chapter 2. Administration	
	Miscellaneous fees	
	Photocopy charges:	
	Per side of page	0.15
	Per two-sided duplicated page	0.20
	Reprint of color photos up to 5" x 7"	3.00
	Reprint of color photos larger than 5"x 7"	Actual cost of duplication
	DVD or CD of meetings	5.00
	Administrative fees:	
	Returned Check fee	25.00
	Credit Card Processing Fee	2.50%
	Notarization of documents, per document	No charge
	Preparation of declaration and notarization of domicile, per preparation	7.00
	Temporary street banners permitted by chapter 122 pertaining to signs:	
	Erection by city employees	184.00
	City civic associations or charitable special events, no fee	
	Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
	Fees for off-duty fire department personnel special detail work per person (minimum three hours)	50.00
	Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00

	Chapter 10. Amusements and Entertainment	
	Article II. Adult Entertainment Establishments	
	Permit fee for employee of licensed adult entertainment establishment	25.00
	Permit renewal fee for employee of licensed adult entertainment establishment	25.00
	Replacement of lost permit for employee of licensed adult entertainment establishment	25.00
	Adult use business fees:	
	Adult use establishment license; fee for zoning review	375.00
	Adult use establishment nonrefundable license fee	25.00
	Annual licensing regulatory fees for adult entertainment establishments:	
	Adult theater:	
	Having only adult booths, for each booth	450.00
	Having only a hall or auditorium, for each seat	450.00
	Having only an area outdoors designed to permit viewing by customers seated in vehicles, for each parking space	450.00
	Having a combination of two or more of the items listed in subsections (a)(1)a—(1)c of this section, the cumulative license fee applicable to each under subsections (a)(1)a—(1)c of this section	
	Special adult cabaret	450.00
	Adult photographic studio	450.00
	Physical culture establishment	450.00
	Adult bookstore/video store	450.00
	Change of name of adult use establishment	5.00
	Appeal of denial, suspension or revocation of adult entertainment license or permit	25.00
	Plus, deposit for costs of administrative hearing officer	250.00
	Certified mail/postage/handling	
	Per certified letter (depending on the weight of letter)	Time & Material
	Per noncertified letter (depending on the weight of letter)	Time & Material

	Copies, per copy per letter	0.15																														
	Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00																														
	Chapter 26. Businesses																															
	Regulatory fee for unlicensed businesses	15.00																														
	Special Event Administrative Regulations and Fees																															
	Event fees																															
	Type IA Event: St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days.																															
	Type IB Event: Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days																															
	Type IIA Event: St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies																															
	Type IIB Event: Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies. Type III Event: Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact.																															
	Special event fees:																															
	<table><tr><td>Attendance</td><td>Type IA</td><td>TypeIB</td><td>Type IIA</td><td>Type IIB</td><td>Type III</td></tr><tr><td>Up to 249</td><td>\$25.00</td><td>\$50.00</td><td>\$75.00</td><td>\$100.00</td><td>TBD</td></tr><tr><td>250-500</td><td>\$50.00</td><td>\$100.00</td><td>\$250.00</td><td>\$350.00</td><td>TBD</td></tr><tr><td>501-999</td><td>\$75.00</td><td>\$150.00</td><td>\$500.00</td><td>\$650.00</td><td>TBD</td></tr><tr><td>1,000+</td><td>\$100.00</td><td>\$200.00</td><td>\$750.00</td><td>\$1,000.00</td><td>TBD</td></tr></table> Non-Permitted Event Fee - 3 times event fee plus cost incurred by City	Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III	Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD	250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD	501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD	1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD	
Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III																											
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD																											
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD																											
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD																											
1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD																											

	Beach Wedding:	
	St. Pete Beach Resident	\$100.00
	Non-Resident	\$250.00
	Beach Wedding with no Commercial support (i.e. no equipment, chairs, etc.) limited to 20 people:	
	St. Pete Beach Resident	\$50.00
	Non-Resident	\$75.00
	Business permit for fire and other altered goods sale or going out of business sale	
	First 60 days	20.00
	Additional 15 days	5.00
	Chapter 38. Elections	
	Candidate guidebook administrative costs	10.00
	Qualifying fee for position of mayor-commissioner or city commissioner	40.00
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Response to fourth or succeeding false alarm	150.00
	Chapter 46. Environment	
	Article II. Nuisances	
	Lot clearing or mowing by city:	
	Administrative fee	200.00
	Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
	Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
	Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
	Article III. Junked, Wrecked, Abandoned Property	

	Storage of abandoned or unclaimed property, per day	10.00
	Chapter 50. Library	
	Special, temporary "tourist" card for visitors from outside the Tampa Bay Area	
	Up to 90 days	25.00
	90—180 days	50.00
	Over 180 days	100.00
	Books returned in such condition that they cannot be returned to circulation.	replacement value
	50-3 becomes 50-3-2 50-3 becomes 50-3-3 50-3 becomes 50-3-4	
	Copies from the self-service photocopy machine	0.20
	Print-outs from the public computers, per page	0.20
	Chapter 58. Parks and Recreation	
	Fees and Memberships:	
	Resident daily use (visitor) fees for multi-facilities (gym, arts studio, fitness room)	1.00
	Non-resident daily use (visitor) fees for multi-facilities (gym arts studio, fitness room)	2.00
	Warren Webster	60.00
	Park/pool pavilion	25.00
	All Don Vista Rooms: Mary Nabors, Mary Tracy, Don Vista "A", "B" and "C"	25.00
	Gymnasium	75.00
	Raymond Room	75.00
	Boca Ciega Room (entire floor)	200.00
	½ Boca Ciega Room	100.00
	Balcony Room and Board Room	20.00
	Under the CC Building and Courtyard	60.00
	Friday/Saturday/Sunday rental of Community Center	
	4 hours	

	Standard (Friday & Sunday)	1,000.00
	Premium (Saturday)	1,500.00
	6 hours	
	Standard (Friday & Sunday)	1,500.00
	Premium (Saturday)	2,000.00
	8 hours	
	Standard (Friday & Sunday)	2,000.00
	Premium (Saturday)	2,500.00
	10 or more	
	Standard (Friday & Sunday)	2,500.00
	Premium (Saturday)	3,000.00
	Additional Rental Charges:	
	Pool umbrella—Party rental	25.00
	Staff Cost:	
	Staff (min. two hours)	20.00
	Staff holiday pay (min. two hours)	45.00
	Rental of park property based on the number of anticipated attendees:	
	Residents:	
	50—100	150.00
	101—250	250.00
	251—500	350.00
	Nonresidents:	
	50—100	250.00
	101—250	350.00
	251—500	400.00
	Deposit	50.00—500.00
	Rental deposit for facilities:	
	Under 50 people	100.00
	Over 50 people	500.00
	The resident hourly and time block room rental fees will be ten percent less than the standard fee schedule.	

	Pool (151—180 guest)	200.00
	Additional Rental Charges:	
	Pool Umbrella - Party Rental	25.00
	Staff Cost:	
	Staff (Min. 2 hrs)	20.00
	Staff Holiday pay (Min. 2 hrs)	45.00
	Pass-a-Grille Patio Rental: 7am-4pm: \$25/hr + tax Market Space Rental: \$25/vendor + tax 4pm – 10pm: \$100/hr + tax + \$ 100 refundable deposit	
	Chapter 62. Peddlers and Solicitors	
	Article II. Commercial Solicitations	
	Solicitation permit fee, per individual, yearly	100.00
	Chapter 78. Taxation	
	Article IV. Business License Tax	
	Business tax license application fee	10.00
	Transfer of business tax license to another person:	
	Transfer of business tax license from one location to another:	
	Not less than	3.00
	Not more than	25.00
	Chapter 82. Traffic and Vehicles	
	Parking decals:	
	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.	25.00
	City resident or nonresident owning property within city	20.00

	Parking permits:	
	Gulf Way and Eighth Avenue area:	Below
	Houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue:	Below
	"A" Permit purchase by record title owner of each unit.	20.00
	On-premises businesses in Pass-a-Grille:	Below
	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	4.00
	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
	"E" Permit Purchase by record title owner of unit, each	20.00
	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
	Parking meter rates for coin operated parking meters per hour	2.00
	Parking meter rates for parking pay stations.	2.75 per hour
	Parking meter rates County Park Beach Access parking pay stations.	2.75 per hour
	"C" and "D" Controlled parking residential parking annual permit,	5.00
	"C" and "D" Controlled parking residential temporary parking permit	3.00 per mo.
	Daily parking permits	
	Daily B permit for city metered parking spaces and non-metered city streets requiring, parks and lots requiring B permit (other than County Park)	\$27.00 per day
	Temporary non metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B Permit only zone.	\$3.00 per month
	Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B permit only zone. Cannot be consecutive days.	Up to 20 one-day permits \$3.00
	Storage charge for impounded motor vehicle, per day	35.00
	Chapter 86. Utilities	
	Identification or location of sanitary sewer tap-in	25.00
	Fats Oils and Grease annual inspection fee	100.00

	Fats Oils and Grease re-inspection fee	50.00
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	
	Each vehicle	50.00
	Each driver	10.00
	Driver's permit fee	10.00
	Chapter 94. Waterways	
	Article IV. Water Taxis	
	Fee for water taxi permit, per year	100.00
	Renewal fee, per year	100.00
	Chapter 98. Buildings and Building Regulations	
	General site development/Site plan review-Fire:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or three stories in height.	350.00
	Re-submittals	100.00
	Building construction:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or greater than three stories in height.	350.00
	Building four stories or higher add additional fee per floor.	50.00
	Re-submittals	100.00
	Fire protection/Life safety systems:	

	Plan review, inspections and acceptance test	250.00
	Re-submittals	100.00
	Re-inspections and Red tag	50.00
	Fire prevention inspections:	
	Certificate of occupancy inspection	No charge
	Periodic-inspection	50.00
	Business tax inspection (For fire inspection of new occupancy)	50.00
	Hotels	
	- Small (< 15,000 sq. ft.)	100.00
	- Large (> 15,000 sq. ft.)	150.00
	Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
	Apartments, condominiums and transient occupancies buildings	50.00 per floor
	Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor.	25.00
	Assisted living facilities—Per floor	50.00
	Foster homes	50.00
	Daycares	50.00
	Other (Specialty facilities: [Marina], boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
	Special events—Fire-Permits and inspections:	
	Temporary structure permit	25.00
	Beach fire permit	25.00
	Outdoor cooking permit	25.00
	Fireworks permit—Application fee and site inspection	150.00
	Special events/Temporary use	100.00
	Chapter 106. Flood Control	
	Planning and Zoning Fees	
	<u>Mobile Food Establishment Permit</u>	<u>170.00</u>

	<u>Renewal of Mobile Food Permit</u>	<u>85.00</u>
	Site Plan Review (initial and one revision)	
	Not located In CRD Lot less than 5,000 sq. ft.	\$500.00
	Lot greater than 5,000 sq. ft.	\$1,000.00 plus \$100 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	250.00
	Within CRD:	
	Lot less than 5,000 sq. ft.	\$1,200.00
	Lot greater than 5,000 sq. ft.	\$1,200.00 plus \$125 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	\$350.00
	Zoning Review (where no building permit is required)	\$50.00
	Preliminary Plat	\$500.00 plus direct costs for review
	Final Plat	\$300.00 plus any direct costs and recording fees
	Required Mailing	\$.20 per piece plus associated mailing costs
	Planned Development Review	\$1000.00

	Each re-submittal review	\$125.00
	Temporary Use approval	\$100.00 plus direct mailing costs
	Vacation of Easement/ROW request	\$375.00 plus direct mailing costs
	Conditional Use Permit	\$500.00 plus direct mailing costs
	Conditional Use Permit with Variance Request	\$700.00 plus direct mailing costs
	Conditional Use Permit with Planning Board Review	\$1000.00 plus direct mailing costs
	Administrative Appeal to City Manager	\$250.00
	Administrative Appeal to Special Magistrate	\$500.00
	Concurrency Review	\$75.00 plus Direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
	Variance Request	\$500.00 plus direct mailing cost
	Certificate of Appropriateness	\$50.00
	With FEMA Variance	\$100.00 plus direct mailing costs
	Land Development Code Text change	\$800.00 plus direct mailing costs
	Land Development Code Map change	\$2000 plus direct mailing costs

	Comprehensive Plan Amendment (not in CRD)	\$2,500.00 plus direct mailing costs
	Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs
	Sign Permit	\$25.00 plus building permit fee
	Building Permit Fees	
	Plan Review	½ of Building Permit Fee
	Building Permit Base fee	\$50.00 plus \$16.00 per \$1,000 of project valuation
	Plan Revisions	\$15.00 per sheet
	Certificate of Occupancy	\$100.00
	Conditional Certificate of Occupancy	\$100.00 for each 30 days of portion thereof
	Certificate of Completion	\$100.00
	Permit placard replacement	\$15.00
	Penalty fee for failure to post permit card	\$50.00
	Re-inspection fee	\$50.00
	Stop Work Order	\$100.00
	Permit Extension	\$50.00
	Permit Reinstatement	50% of original permit fee applied to remaining work to be completed

	Transfer of Permit	\$15.00 or 10% of original permit fee whichever is greater
	Commencement of work without permit	3 times permit fee
	Chapter 130. Vegetation	
	Tree removal permit application filing fee	25.00
	Tree removal permit appeal fee	20.00

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium or single apartment

\$2,668

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8" or 3/4"	\$2,668
1"	\$6,670
1½"	\$13,340
2"	\$21,344
3"	\$42,688
4"	\$66,700
6"	\$133,400
8"	\$213,440

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

PAG PATIO SUGGESTED RENTAL RATES

City operated markets: \$25 + tax per vendor

4pm – 10pm: \$450 for 3 hour rental (minimum) + tax; additional \$100 for each additional hour after 3 hours; \$200 deposit due at time of booking.

A renter can rent anytime between the 4-10pm. Set up and clean up times must be factored in that time. All renters must be off the premises by 10pm.

Example of Rental amount:

5-9pm: (4 hour rental) \$450 + \$100 additional hour + \$38.50 tax = \$588.50 + \$200 refundable deposit

4-10pm: (6 hour rental) \$450 + \$300 additional hours + \$52.50 = \$802.50 + \$200 refundable deposit

Additional fees: if the Renter does not have event liability insurance, the renter must purchase that through the city for an additional \$150.00

The rental amount gives the renter exclusive use of the patio space. It does not include tables, chairs, liability insurance, decorations, food, garbage bins or bags. The renter must supply those items needed for the event.

Renters wishing to put up a tent must fill out a temporary structure permit application and pay the \$25 permit fee.

Comparable to:

Treasure Island Beach Pavilion – directly on the beach, has shaded open air picnic area, restrooms, showers, playground area, vending area.

Resident: \$200 plus tax for a six hour rental, 8am -10pm Mon-Thurs, \$300 plus tax for six hour rental Friday – Sunday.

Non Resident: \$300 plus tax for six hour rental, 8am – 10pm Mon-Thurs, \$400 plus tax for six hour rental Friday – Sunday.

Overtime fee of \$75 plus tax per hour

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

Issue Considered: Resolution 2018-09. A Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a conditional use for the expansion of the Private Club located at 2301 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date.

Date: August 28, 2018

Prepared By: Wesley T. Wright, Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: Applicant requests a Conditional Use Permit pursuant to Section 17.3 of the City's Land Development Code (LDC).

Additionally, the following variances (3) are being requested:

- (1) the four foot fence height requirement in the front yard (Section 6.15),
- (2) the required front landscaping area (Section 22.7(a)) and
- (3) the 56 required parking spaces (Section 23.5).

Staff recommends approval with conditions.

Funding: N/A

Requested Motion: "I move to approve Resolution 2018-09 (read title)

Attachment: Resolution 2018-09
Staff Report with attachments
Application of request

**Reviewed by the
City Manager:** WS

STAFF REPORT

TO: City of St. Pete Beach City Commission

FROM: Wesley T. Wright, Director

MEETING DATE: August 28, 2018



GENERAL INFORMATION

Case Number: 17-00046

Owner

St. Petersburg Yacht Club
2301 Pass-a-Grille Way
St. Pete Beach, FL 33706

Applicant

Joe Klingel
255 Corey Avenue
St. Pete Beach, FL 33706

Request:	In accordance with Section 17.3(d) of the City of St. Pete Beach Land Development Code, the applicant, on behalf of the owner, is requesting a conditional use permit to expand the Private Club to allow for the construction of a swimming pool. Additionally, Variances (3) are requested: (1) the four foot fence height requirement in the front yard (Section 6.15), (2) the required front landscaping area (Section 22.7(a)) and (3) the 56 required parking spaces (Section 23.5).
Location:	The property is located at 2301 Pass-a-Grille Way and is more specifically described as Property ID #18-32-16-88074-006-0010.
Future Land Use:	Institutional (I) – uses within this category are limited to the following: Public/private schools; Hospital; Medical clinic; Church, other religious institution; Social/public service agency; Child day care; Fraternal or civic organization; Municipal offices/public buildings; Public safety facility; Emergency medical service building.
District:	INS / PAG –Institutional District / PASS-A-GRILLE OVERLAY DISTRICT
Existing Use of Property:	Private Club / Restaurant
Proposed Use of Property:	Private Club / Restaurant with swimming pool

Surrounding Zoning & Land Use:

North: RU-2/PAG – Residential

East: Intracoastal Waterway

South: INS/PAG –Residential
(Pass-a-Grille Woman’s Club)

West: RU-2/PAG – Residential

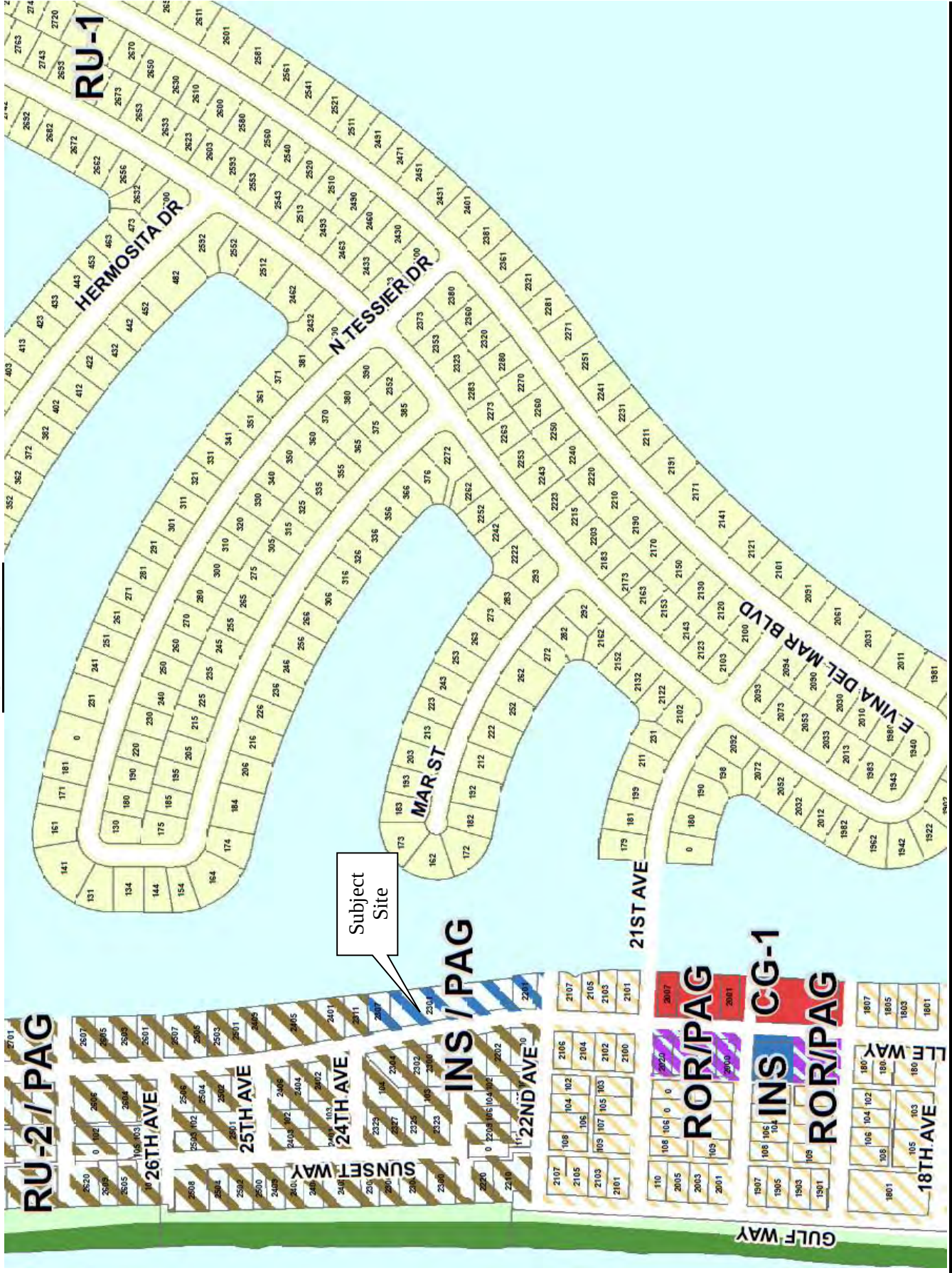
PUBLIC NOTICE

Notice of public hearing has been advertised and notice has been provided as required by State Statutes including mailings within 500 feet of the subject property, posting of the property, and newspaper advertisement. As of the date of this report, no written comments have been received. Oral and written comments may be presented at the public hearing.

FLUM MAP



ZONING MAP



AERIAL MAP



Conditional Use Permits.

4.4 Standards for review.

- (a) *Standards applicable to all conditional uses.* When considering an application for approval of a conditional use, the City Commission review shall consider the following standards.

*(Applicant's responses to the criteria of the Standards for review are underlined. Staff analyses of the criteria of the Standards for review are in **italics**.)*

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;

Applicant response: Presently the subject property is being used as a private yacht club. We intend to upgrade the the existing facility by adding a swimming pool. The upgraded facility remains constant with the goals, objectives and policies of the comprehensive plan.

Staff analysis: *The application is consistent with Goal 2 of the Future Land Use Element of the Comprehensive Plan, that ensures that the residential character of the City is maintained and protected while (1) Maximizing the potential for economic benefit resulting from the tourist trade ... and visitors alike, (2) Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation (3) Maintaining the community's recreation Additionally, Objective 2.1 encourages the integrity and quality of life throughout the City to be improved and redevelop through the use of land development regulations and other incentives, in accordance with the Future Land Use Element.*

- (2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

Applicant response: Overall appearance and function will remain unchanged with the addition of a swimming pool.

Staff analysis: *The addition of a swimming pool to the club will not significantly affect the overall appearance of the area; however, deviation from landscaping requirements may. The area is characterized by multi-story single family residential uses. The existing one-story building is in keeping with the scale and*

massing of nearby structures, and is actually smaller in square footage than some single family homes in the immediate area. Lack of parking may affect the function of the area.

b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;

Applicant response: n/a

Staff analysis: *The applicant will demolish 2307 Pass-a-Grille Way, which is a contributing structure to the Pass-a-Grille Historic District, which is listed in the National Register of Historic Places. The adjacent parcel to the north, 2311 Pass-a-Grille Way, is a single family residence that is also a contributing structure to the Pass-a-Grille Historic District. The adjacent parcel to the south, 2201 Pass-a-Grille Way, the Pass-a-Grille Woman's Club, is a Locally-Designated Historic Resource as well as a contributing structure to the Pass-a-Grille Historic District. The addition of a swimming pool adjacent to the existing structure will adversely affect neither 2311 nor 2201 Pass-a-Grille Way; however, deviation from landscaping requirements may.*

c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.

Applicant response: Existing structure remains unchanged. The pool will be fenced and screened from Pass-A-Grillw Way with additional buffering and a 6' fence.

Staff analysis: *Based on size, style and scale, the proposed addition of a swimming pool is compatible with adjacent development, which includes institutional and single family residential. The existing landscape buffer with hedge meets the landscaping requirements of the LDC with the exception of the 11 back-out parking spaces along Pass-a-Grille Way. The new Vehicle Use Area (VUA) does not meet the required 6 foot perimeter landscaping with hedge along the adjacent residential use; instead, a 6 foot high fence is proposed.*

d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.

Applicant response: The proposed pool and deck is fenced and buffered from Pass-A-Grille Way on the west. The exisitnig clubhouse lies between the pool and any

residential home to the north. The Woman's Club adjoins the SPYC parcel to the south. There will be no adverse impact on any nearby parcels.

Staff analysis: ***The application will not have adverse impacts on the livability of surrounding properties. The Applicant has stated that the pool will close at dusk and that no additional exterior lighting installed. Significant increase in noise is not anticipated.***

- (3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;

Applicant response: The transportation system will not be affected by the addition of a swimming pool.

Staff analysis: ***The application will not have an adverse impact on the transportation system. The swimming pool will be for members only and as such, will not add significant traffic to the transportation system. Deviation from on-site parking requirements may impact on-street parking.***

- (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;

Applicant response: Off street parking is 56 spaces. Presently there are 49 spaces, none for loading and unloading. The revised site provides a total of 46. It should be noted that the 10 spaces on the west side of the clubhouse are now fully usable, in the past they were not usable because of the curbing, telephone poles, etc.

Staff analysis: ***A loading space is not required pursuant to the LDC. Minimum off-street parking requirements of 56 spaces will not be met; 46 spaces are proposed.***

- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

Applicant response: No adverse effect.

Staff analysis: ***The swimming pool will be for members and guests only, and as such, will not affect the health, safety and welfare of the community in a negative manner.***

- (6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as

proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation;

Applicant response: The Board of Directors of SPYC have approved the funding of this project and said funds are in a reserve account, readily available. SPYC has retained Freestyle Pools and Spas for design, engineering and construction on this project, and the services of Frank Freaze, Registered Agent.

Staff analysis: *The application indicates that the funds for the project have been placed in a reserve account, which would demonstrate the ability to complete the project in a timely manner. The application also indicates that a registered architect and a pool and spa company have been engaged to complete the project.*

- (7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Applicant response: In compliance.

Staff analysis: *The proposed use will require variances to height of fence in the front yard setback, number of parking spaces and the landscape provisions of the LDC.*

3.12 Variances.

The following three (3) variances are being requested as a part of this CUP application and should be incorporated into the final approval:

- (1) The four foot fence height requirement in the front yard (Section 6.15),
- (2) The required front landscaping area (Section 22.7(a)) and
- (3) The 56 required parking spaces (Section 23.5).

- (a) Authority and approval criteria.

- (1) The City Commission may authorize variances to the land development code if the applicant is able to demonstrate compliance with all of the conditions outlined in (a) through (e).

*(Applicant's responses to compliance criteria of the variances are underlined. Staff analyses to the compliance criteria of the variances are in **italics**.)*

- (a) The existence of conditions and circumstances that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same district which have complied with these regulations without hardship; that the strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building; and the peculiar conditions and circumstances are not the result of the actions of the applicant.

Applicant response: 1. Existing structure is a conditional use requesting permission to construct a swimming pool. A 6' fence is requested both for public safety and buffer from Pass-A-Grille Way. Presently there are 49 parking spaces, the proposed plan will have 46 spaces. Because of the existing location of the clubhouse structure and existing parking spaces, it is not possible to landscape along Pass-A-Grille Way. Also, the northern boundary line shows a 6' vinyl fence but lot size does not permit a landscape barrier.

2. Strict application of the parking requirements would prohibit the use of the existing facilities (56 spaces are required). Presently there are 49 spaces with a variance requested for 46 spaces. The 11 spaces west of the existing structure make landscaping in that area not possible.

3. The existing location of driveways and parking lot will permit required front yard and vehicular use landscape requirements. The location of existing clubhouse required the pool to be constructed in part of the existing parking areas which lies in the front yard set-back (25'). The clubhouse also extends into the front yard set-back. This structure was constructed some 50 years ago.

Staff analysis: ***(Variance 1) Conditions or circumstances have not been identified that are peculiar to the subject land that would require the fence to exceed four feet in height. The strict application of the provisions of the land development regulations would not deprive the applicant of reasonable use of such land.***

(Variance 2) Conditions or circumstances have not been identified that are peculiar to the subject land that would merit the waiver of the front landscaping area along the right-of-way. The strict application of the provisions of the land development regulations would not deprive the applicant of reasonable use of such land.

(Variance 3) Conditions or circumstances have not been identified that are peculiar to the subject land that would merit the waiver of parking spaces for the installation of a swimming pool. The strict application of the provisions of the land development regulations would not deprive the applicant of reasonable use of such land.

Condition A – Compliance has not been demonstrated for Variance 1, 2 or 3.

- (b) Neither a nonconforming use of neighboring lands, structures or buildings, legal or illegal, in the same district, nor a permitted use in adjacent districts shall be considered as grounds for issuance of a variance.

Applicant response: Variances will not permit a non-conforming use of any use not specifically permitted in the zoning district.

Staff analysis: ***Nonconforming uses of neighboring lands, structures or buildings within the INS District are not being considered for any of the three variances requests. Permitted uses in adjacent RU-2 district are not being considered for any of the three variances requests.***

Condition B – Compliance has been demonstrated for Variance 1, 2 and 3.

- (c) The proposed variance(s) will not have the effect of changing any district boundary on the zoning map, nor constitute the granting of a nonconforming use. Under no circumstances shall a variance permit an increase in development density or permit a use not specifically permitted in the district.

Applicant response: The proposed variance will have no effect on any district boundary on the zoning map. None of the variance increase density of intensity over that which is permitted in the Comprehensive Plan.

Staff analysis: ***(Variance 1) The proposed height increase for the fence from 4 feet to 6 feet will not have the effect of changing the INS District boundary on the zoning map, nor constitute the granting of a nonconforming use. This variance will not permit an increase in development density or permit a use not specifically permitted in the INS District.***

(Variance 2) The proposed wavier of the front landscaping area along the right-of-way will not have the effect of changing the INS District boundary on the zoning map, nor constitute the granting of a nonconforming use. This variance will not permit an increase in development density or permit a use not specifically permitted in the INS District.

(Variance 3) The reduction of the required 56 parking spaces to the proposed 35 parking spaces will not have the effect of changing the INS District boundary on the zoning map, nor constitute the granting of a nonconforming use. This variance will not permit an increase in development density or permit a use not specifically permitted in the INS District.

Condition C – Compliance has been demonstrated for Variance 1, 2 and 3.

- (d) The granting of a variance(s) will be in harmony with the general purpose and intent of the land development code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In granting the variance(s), the appropriate board of authority may prescribe any conditions and safeguards it deems necessary or desirable as a condition of approval of the variance application.

Applicant response: The variances are in harmony with the purpose and intent of the land development regulations. None of the proposed variances will be injurious to the neighborhood or otherwise. The proposed pool is located in the middle of the property, as far from the adjoining neighbors as possible.

Staff analysis: ***(Variance 1) The proposed height increase for the fence from 4 feet to 6 feet will not*** be in harmony with the general purpose and intent of the land development code.

(Variance 2) The proposed wavier of the front landscaping area along the right-of-way will not be in harmony with the general purpose and intent of the land development code.

(Variance 3) The reduction of the required 56 parking spaces to the proposed 35 parking spaces will not be in harmony with the general purpose and intent of the land development code.

The City Commission may prescribe any conditions and safeguards it deems necessary or desirable as a condition of approval of any of the variance requests.

Condition D – Compliance has not been demonstrated for Variance 1, 2 or 3.

- (e) The appropriate board of authority finds as a reasonable conclusion that hardship would unnecessarily result from a literal enforcement of the provisions of the land development code as set forth in the application, and the variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.

Applicant response: With the existing site and structure presently being non-conforming, the variances proposed are the minimum variances that will permit a reasonable use of the land and existing clubhouse.

Staff analysis: ***(Variance 1) A hardship would not unnecessarily result if the fence height were to remain at 4 foot in height, as outlined in the provisions of the land development code. The variance proposed is not the minimum variance that will make possible the reasonable use of the land.***

(Variance 2) A hardship may unnecessarily result if the front landscaping area along the right-of-way was required. The variance proposed is the minimum variance that will make possible the reasonable use of the land.

(Variance 3) A hardship would not unnecessarily result if 56 parking spaces were required, as outlined in the provisions of the land development code. The variance proposed is not the minimum variance that will make possible the reasonable use of the land.

Condition E – Compliance has not been demonstrated for Variance 1 or 3.

Compliance may be demonstrated for Variance 2.

The Technical Review Committee reviewed the application on March 7th, 2018. The departmental comments have been incorporated into the conditions should the City Commission consider approval of the request.

STAFF RECOMMENDATION:

Upon review of the City's guiding documents, Staff recommends approval of the Conditional Use Permit for the addition of the swimming pool. Each of the variances requested should be considered on case-by-case bases. Should the City Commission grant the Conditional Use Permit, with one or the all the variances, the Conditional Use permit should be subject to the following conditions:

1. Plan and specifications prepared and sealed by a registered engineer must be submitted detailing how the seawall will be protected.
2. Prior to issuance of a Development Order, Applicant shall record a 10-foot wide stormwater/drainage utility easement, as indicated on the site plan, with Pinellas County in a form approved by the City.
3. Hours of Operation. The pool hours shall be permitted to operate from dawn to dusk.
4. Lighting. All exterior lighting shall be shielded and no direct source of illumination shall be visible beyond the lot line of the property
5. Applicant understands and agrees that if any of the stated conditions are violated the City Commission may revoke this Conditional Use Permit by resolution following a public hearing.
6. All construction must adhere to the approved site plan.
7. Where construction is necessary prior to the operation of the conditional use, failure to obtain a building permit within 12 months of the date of approval of an application for a conditional use permit, shall invalidate the approval. A shorter compliance period may be required by the city commission (LDC 4.3(c)).

Conditional Use Application



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
(727) 367-2735
www.stpetebeach.org

Case Number: **PLN18-00003**

PROPERTY OWNER:

Name: St. Petersburg Yacht Club
Address: 11 Central Avenue
City: St. Petersburg State: FL
Zip: 33701 Telephone: 727 822-3873

Email: gm@spyc.org

APPLICANT/AGENT (Attach agent authorization form):

Name: Joe Klingel
Address: 255 Corey Avenue
City: St. Pete Beach State: FL
Zip: 33736 Telephone: 727-367-7602

Email: natvone@aol.com

SUBJECT PROPERTY:

Address: 2301 Pass A Grille Way Current Name of Business: St. Petersburg Yacht Club
Parcel ID: 18-32-16-88074-006-0010 Name of Project: Beach Club, Pool Project

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

The existing clubhouse is a non-conforming structure. We are requesting permission to add a swimming pool. The house located at 2307 Pass-A-Grille Way will be demolished with the vacant lot to be used for additional parking. Existing code requires 56 parking spaces. Finished project will have 46 spaces, presently there are 49 spaces. Parking variance is requested. Also a variance to permit a 6' fence in the front yard set back is requested.


Signature of Applicant / Agent

February 5, 2018
Date



In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development Code (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. **LDC Sec. 4.4(a)(1)** Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

Presently the subject property is being used as a private yacht club. We intend to upgrade the existing facility by adding a swimming pool. The upgraded facility remains consistent with the goals, objectives and policies of the comprehensive plan.

2. **LDC Sec. 4.4(a)(2)a-d** Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

Overall appearance and function will remain unchanged with the addition of a swimming pool.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

n/a

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

Existing structure remains unchanged. The pool will be fenced and screened from Pass-A-Grille Way with additional landscape buffering and a 6' fence.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The proposed pool and deck is fenced and buffered from Pass-A-Grille Way on the west. The existing clubhouse lies between the pool and any residential home to the north. The Woman's Club adjoins the SPYC parcel to the south. There will be no adverse impact on any nearby parcels.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

The transportation system will not be affected by the addition of a swimming pool.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

Off street parking is 56 spaces. Presently there are 49 spaces, none for loading and unloading. The revised site provides a total of 46. It should be noted that the 10 spaces on the west side of the clubhouse are now fully usable, in the past they were not usable because of the curbing, telephone poles, etc.

5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

No adverse effect

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

The Board of Directors of SPYC have approved the funding of this project and said funds are in a reserve account, readily available. SPYC has retained Freestyle Pools and Spas for design, engineering and construction on this project, and the services of Frank Frazee, Registered Architect.

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

In compliance

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.

No effect from addition of swimming pool

2. Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

See attached site plan, no effect

3. Hydrological features and storm water management infrastructure.

Additional new parking will be a permeable surface and has no effect.

4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.

See site plan.

5. Site landscaping, open space provision and impervious surface limitations.

See site plan

6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.

No change

7. Fire suppression and facility security.

n/a

8. Emergency management and hurricane evacuation provisions.

No effect

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and

n/a

b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

n/a



THE SUNSET CAPITAL OF FLORIDA

PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Joseph W. Klingel, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): St. Petersburg Yacht Club/Joseph W. Klingel

Address: 11 Central Avenue, St. Petersburg FL 33701

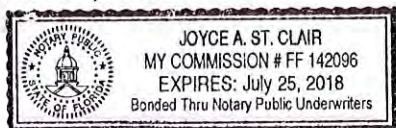
Joseph W. Klingel
Signature

January 30, 2018
Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 30th day of January, 2018 by Joseph W. Klingel, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission Expires:



NOTARY: Joyce A. St. Clair

Print Name: Joyce A. St. Clair

Notary Public, State of Florida

(Notarial Seal)



Owner's Authorization for Agent
Community Development Department
City of St. Pete Beach, Florida

I/WE St. Petersburg Yacht Club
(print name of property owner)

hereby authorize Joseph W. Klingel
(print name of agent)

to represent me/us in an application for conditional use
fence and parking variances
(type of application: variance, conditional use, zoning, etc.)



Signature of Owner
GENERAL MANAGER

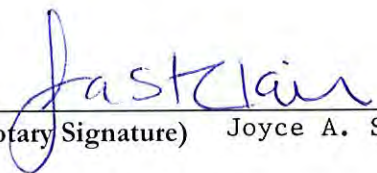
St. Petersburg Yacht Club

Print Name of Owner

Signature of Owner

Print Name of Owner

The forgoing instrument was acknowledged before me this 30th day of January
2017 by Marc Reydam who is personally known _____
or produced _____ as identification.


(Notary Signature) Joyce A. St. Clair January 30, 2018 (Date)

My Commission Expires _____



Additional Documents:

Check here if document is attached	Required Document
X	Recent Survey of the property illustrating all boundaries, easements, and physical improvements.
X	Site Plan drawn to scale showing proposed deviations of the code.

In order for an application for a variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Conditions and circumstances exist that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same zoning district which have complied with these regulations without hardship.
Existing structure is a conditional use requesting permission to construct a swimming pool. A 6' fence is requested both for public safety and buffer from Pass-A-Grille Way. Presently there are 49 parking spaces, the proposed plan will have 46 spaces. Because of the existing location of the clubhouse structure and existing parking spaces, it is not possible to landscape along Pass-A-Grille Way. Also, the northern boundary line shows a 6' vinyl fence but lot size does not permit a landscape barrier.
2. The strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building.
Strict application of the parking requirements would prohibit the use of the existing facilities (56 spaces are required). Presently there are 49 spaces with a variance requested for 46 spaces. The 11 spaces west of the existing structure make landscape in that area not possible.
3. The peculiar conditions and circumstances are not the result of the actions of the applicant.
The existing location of driveways and parking lot will not permit required front yard and vehicular use landscaping requirements. The location of existing clubhouse required the pool to be constructed in part of the existing parking area which lies in the front yard set-back (25'). The clubhouse also extends into the front yard set-back. This structure was constructed some 50 years ago.

4. The proposed variance will not have the effect of changing any district boundary on the zoning map.

The proposed variances will have no effect on any district boundary on the zoning map.

5. The variance shall not permit a non-conforming use or permit a use not specifically permitted in the zoning district.

Variances will not permit a non-conforming use or any use not specifically permitted in the zoning district.

6. The variance shall not increase density or intensity over that which is permitted in the Comprehensive Plan.

None of the variances increase density or intensity over that which is permitted in the Comprehensive Plan.

7. The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The variances are in harmony with the purpose and intent of the land development regulations. None of the proposed variances will be injurious to the neighborhood or otherwise. The proposed pool is located in the middle of the property, as far removed from adjoining neighbors as possible.

8. The variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.

With the existing site and structure presently being non-conforming, the variances proposed are the minimum variances that will permit a reasonable use of the land and existing clubhouse.

Signature of Applicant	Date	Signature of Authorized Agent	Date
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For office use only:

Hearing Date: _____ Fees: _____

Board Action: ☐ Approved as requested ☐ Approved with conditions ☐ Denied ☐ Continued

RESOLUTION 2018-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CONDITIONAL USE FOR THE EXPANSION OF THE PRIVATE CLUB LOCATED AT 2301 PASS-A-GRILLE WAY; INCORPORATING THE CONDITIONS OUTLINED HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City; and,

WHEREAS, the St. Petersburg Yacht Club desires to construct a swimming pool on-site for the use of its member; and,

WHEREAS, the St. Petersburg Yacht Club (Joseph Klingel, agent) filed with the City an Application on February 09, 2018, for a Conditional Use of the existing private club located at 2301 Pass-A-Grille Way, St. Pete Beach, Florida; and,

WHEREAS, the application for Conditional Use was reviewed by the Technical Review Committee on March 7, 2018, and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and are outlined in the associated staff report submitted to the City Commission; and

WHEREAS, the City Commission held a quasi-judicial public hearing on August 28, 2018, to consider the Conditional Use Application and reviewed the application in accordance with all the criteria listed in the City of St. Pete Beach Land Development Code.

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 City Commission hereby incorporates the following conditions into the Conditional Use permit:

1. Plan and specifications prepared and sealed by a registered engineer must be submitted detailing how the seawall will be protected.
2. Prior to issuance of a Development Order, Applicant shall record a 10-foot wide stormwater/drainage utility easement, as indicated on the site plan, with Pinellas County in a form approved by the City.
3. Hours of Operation. The pool hours shall be permitted to operate from dawn to dusk.
4. Lighting. All exterior lighting shall be shielded and no direct source of illumination shall be visible beyond the lot line of the property

5. Applicant understands and agrees that if any of the stated conditions are violated the City Commission may revoke this Conditional Use Permit by resolution following a public hearing.
6. All construction must adhere to the approved site plan.
7. Where construction is necessary prior to the operation of the conditional use, failure to obtain a building permit within 12 months of the date of approval of an application for a conditional use permit, shall invalidate the approval. A shorter compliance period may be required by the city commission (LDC 4.3(c)).

Section Three: The effective date of this conditional use resolution shall be upon rendition of this resolution by the City Clerk and containing all signatures required below.

The Conditional Use Resolution is hereby approved, subject to the conditions contained herein, this 28th day of August 2018, by the City Commission of the City of St. Pete Beach, Florida.

Passed this 28th day of August, 2018, by the City Commission of the 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 Resolution 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:

City Attorney
Andrew Dickman, Esq.